

VII-1.40(A) UNIVERSITY OF MARYLAND POLICY AND PROCEDURES ON
CONTINGENT EMPLOYMENT FOR STAFF NON-EXEMPT AND EXEMPT
EMPLOYEES

Effective Date: 10/22/2004

Important Note:

For complete policy requirements and provisions, refer to University of Maryland Board of Regents Policy VII-1.40, "USM Policy on Contingent Status Employment for Non-Exempt and Exempt Staff Employees" (approved by the Board of Regents 12/13/1996; amended by the BOR, 2/9/2001, 7/10/2002, and 10/22/2004). The policy is available on the University Human Resources website at <<http://www.uhr.umd.edu>> (click on "Policies & Procedures").

I. Purpose and Applicability

The contingent category of employment provides non-regular, staff employment pursuant to a specific, written work agreement for a specified period of time. The "VII-1.40 USM Policy on Contingent Status Employment for Non-Exempt and Exempt Staff Employees" ("the policy") and this administrative procedure apply to all contingent appointments at the University of Maryland, College Park ("the University").

II. Definitions

- A. Contingent-Category I ("C1"): A Contingent-Category I employee is one whose written employment agreement is for a term of six months or fewer, irrespective of the percentage of time worked, and regardless of whether the appointment is seasonal or intermittent in nature.
- B. Contingent-Category II ("C2"): A Contingent-Category II employee is one whose written employment agreement is for more than six months, but no more than 12 consecutive months; and is on a full-time basis, or on a part-time basis of 50% or more of full-time employment; and is not seasonal or intermittent in nature.

III. Procedure

- A. General terms and conditions that pertain to all contingent appointments and to employees appointed to this category are as follows:
1. The written employment agreement shall serve as the official "contract" identifying the terms and conditions of the appointment. Contingent employees are not generally covered by USM policies that apply to regular status employees.
 2. Non-regular staff appointments shall only be categorized as C1 or C2. The title used in the contingent agreement shall be an approved University payroll title. The category type and payroll title shall be articulated in the

contingent contract.

3. Contingent employment agreements shall be based on the contract templates available on the University Human Resources website. The templates may be altered to provide for augmented benefits, as appropriate and consistent with the policy and this procedure.
4. A cost-of-living adjustment (“COLA”) and/or merit increment may be negotiated and included in the contingent employment agreement; if provided, the amount shall be consistent with that provided to regular-status employees as defined in the President’s annual Salary Guidelines.
 - a. COLA, if included in the contract, may be applied within the term of the contract (at the same time regular employees receive such an adjustment), or at the time the contract is renewed.
 - b. Merit, if included in the contract, may only be applied when the contract is renewed. Merit shall not be applied within the contract year. Furthermore, a merit increment may only be awarded if the employee received a PRD rating of at least “meets expectations” during the prior contract year.
5. Contingent employees who are appointed to a nonexempt title, and contingent employees who are appointed to an exempt title and paid on an hourly basis, must be compensated at time-and-one-half the regular hourly rate of pay for any hours in a paid status (including paid leave) that exceed 40 hours during the University’s standard workweek. Employees appointed to an exempt title and paid on a bi-weekly, salaried basis shall not be entitled to payment for overtime worked.
6. Contingent employees shall not be treated substantially different than regular employees in the workplace. Rules on attendance, timekeeping, performance evaluations and other job expectations shall not generally vary on the basis of employment category.
7. Contingent employees are excluded, by statute, from collective bargaining. Contingent employees are not members of any bargaining unit, nor are they covered by the bargaining unit Memoranda of Understanding.
8. Contingent employees do not have any grievance rights under any State, USM, or UMCP policy or procedure. Work disputes may be directed to the employee’s supervisor or department head, or alternatively, may be brought to the attention of the University Human Resources-Office of Staff Relations.

9. Contingent employees shall be appointed through the campus PHR system. C1 and C2 employee timekeeping records shall be recorded and approved in PHR.

B. Specific terms and conditions that pertain to all C1 appointments and to employees appointed to the C1 category are as follows:

1. C1 agreements may be executed by the appointing department only, without review by University Human Resources, in accordance with the policy and this procedure.
2. A C1 employee may be reappointed indefinitely by the re-execution of contracts of up to six months in duration, at 49% or less of full-time employment. However, if the C1 contract is for 50% or more of full-time employment, lasting for a period of six consecutive months, the employee shall be eligible for contract renewal to a lifetime maximum of 12 months in the C1 category in the same position.
3. Based on the length of continuous service, a C1 employee shall receive service credit for time served in this category if:
 - a. The employee has worked 50%-time or greater (i.e., 20 hours per week or more), on a consecutive basis, for the duration of the contingent appointment; and
 - b. the appointment is to a regular position following a competitive process, and there is no break in service in the transition from C1 to regular.
4. Service credit shall apply toward completion of probation (provided the regular appointment is to the same position in the same department), annual leave earnings rate, and service credit for tuition remission eligibility purposes. Service credit is not applicable to any retirement rights.

C. Specific terms and conditions of that pertain to all C2 appointments and to employees appointed to the C2 category are as follows:

1. C2 agreements shall be reviewed and approved by the Director of University Human Resources (or designee) after the requisite department, college, and divisional approvals have been secured, and prior to the effective date of the contract.
2. Upon appointment to a regular position without a break in service, C2 employees shall be entitled to service credit for the total length of

continuous time served in this category at the same institution. Service credit shall apply toward completion of probation if the regular appointment is to the same position in the same department. Service credit shall also apply toward the employee's annual leave earnings rate and tuition remission eligibility. Service credit is not applicable to any retirement rights.

3. C2 employees shall be hired through a competitive recruitment and selection process, in accordance with the "Procedures and Guidelines for Conducting Faculty and Staff Searches at UMCP," (October, 2000), available on the web at <http://www.inform.umd.edu/Pres/EqCo/procedures.html>.
4. The standard period of written notice for terminating a C2 contract is 30 calendar days. This written notice may be rendered alone by either party. However, a C2 agreement may be immediately terminated for cause or for a modification or loss of allocated funding. Exceptions to this period of notice must be approved by the Director of University Human Resources (or designee).
5. C2 employees should receive an annual performance evaluation, consistent with the University's PRD policy.
6. Benefits available to C2 employees are limited to those negotiated and articulated in the written employment agreement.
 - a. **Minimum Benefits:** C2 employees are entitled to receive home-institution tuition remission, as well as the following minimum leave earnings annually, as provided for in the policy:

	Annual Leave	Sick Leave	Personal Leave	Holiday Leave
Minimum leave benefits (irrespective of length of service)	5 days annually	3 days annually	0 days annually	8 days annually

- b. **Supplemental Negotiable Benefits:** Subject to available funding, departments may augment the minimum benefits offered to C2 employees under policy, as follows:
 - 1) **Health Insurance/Prescription Plan:** The appointing department may offer a subsidy for health insurance and prescription plan coverage in an amount equal to the premium(s) paid by the university for regular employees (either for individual or family

coverage). If a health insurance subsidy is included in the contract, it must be in accordance with established university rates, and may be applied to the employee's salary only after the employee has provided evidence of coverage. Furthermore, the employee is responsible for providing evidence of continuing active membership in the plan(s) in order to continue to receive this subsidy. If the plan is dropped during the term of the contract, the employee will no longer be eligible to receive the subsidy.

- 2) Retirement: The appointing department may offer a retirement subsidy, in an amount equal to the established university contribution level. With the retirement subsidy, a C2 employee may set up a supplemental retirement annuity ("SRA") through the University's Office of Employee Benefits, or the subsidy may be applied by the employee to an individual retirement account.
- 3) Tuition Remission for Spouse/Dependents: The appointing department may offer tuition remission for spouse/dependents, consistent with Board of Regents Policy "VII-4.20 USM Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff."
- 4) Paid Leave: The appointing department may offer paid leave benefits equal to those earned by regular status employees in similarly-situated job class/title and category, based on the C2 employee's length of continuous service. The appointing department must elect either the minimum policy entitlement (III.C.6.a., above), or full leave benefits across all leave categories, as follows:

Full Leave Option (NONEXEMPT)	Annual Leave	Sick Leave	Personal Leave	Holiday Leave
Starting with the 1 st year through completion of 5 th year of service	10 days annually	15 days annually	3 days annually	14 days annually
Starting with the 6 th year through completion of 10 th year of service	15 days annually	15 days annually	3 days annually	14 days annually
Starting with the 11 th year through completion of 20 th year of service	20 days annually	15 days annually	3 days annually	14 days annually
Starting with the 21 st year and thereafter	25 days annually	15 days annually	3 days annually	14 days annually

Full Leave Option (EXEMPT)	Annual Leave	Sick Leave	Personal Leave	Holiday Leave
Starting with the 1 st year through completion of 20 th year of service	22 days annually	15 days annually	3 days annually	14 days annually
Starting with the 21 st year and thereafter	25 days annually	15 days annually	3 days annually	14 days annually

- 5) Bereavement Leave: The appointing department may offer bereavement leave to the C2 employee, consistent with campus practice.
- 6) Other USM Programs: A C2 employee may participate in USM-sponsored insurance programs (e.g., group life, long term disability) by paying 100% of the premiums directly to the provider.
7. Employment Status Conversion: After three consecutive years of service in the C2 category at the same institution, C2 employees who remain employed shall be converted to regular status, in accordance with the schedule below.
 - a. Exceptions
 - 1) The conversion provision does not apply to C2 positions funded by contract and grant accounts.
 - 2) A C2 employee will have a one-time opportunity to elect to remain in the contingent category instead of being converted; this will be offered to the employee at the time of conversion by the employing department.
 - b. The conversion schedule is as follows:

Continuous Service in C2 Category	Conversion Date
Six or more years, as of 10/22/2004	July 1, 2005
Between three and six years, as of 10/22/2004	July 1, 2006
Fewer than three years as of 10/22/2004	July 1, 2007
Conversions will occur on a monthly basis thereafter, once the three-year threshold is met	

- c. A department should use existing vacant budgeted positions for the conversion, wherever possible. If a State-support vacant budgeted position is not available for the conversion, the department may request that an unfunded position be allocated for this purpose.
 - 1) Positions converted on State-supported accounts, which are not assigned to a vacant budgeted position, must have funds transferred to the State-supported Fringe Benefits Pool account. The Office of Budget and Fiscal Analysis will contact the department to arrange for the Budget Amendment.
 - d. To initiate the conversion process, the department should send a new Position Description Form (“PDF”) to the Department of University Human Resources so that the position can be established or updated. The department should indicate whether it has an existing vacant budgeted position to use for the conversion, or a new unfunded position is needed for this purpose.
 - e. The appointing department shall give the C2 employee 30-days written notice of its intent to convert the position to regular status, which, once converted, will subject the employee to all policies and procedures of regular status employees.
 - f. If the department does not intend to convert the employee to regular status and instead chooses to abolish the position, it must provide 30-days notice to the C2 employee of its intent.
 - g. Conversion salary and leave
 - 1) The conversion salary shall be the employee’s base salary, exclusive of any health insurance, retirement, and other supplemental benefit subsidies.
 - 2) Annual leave, sick leave, holiday leave, and/or personal leave balances accumulated as a C2 employee shall transfer with the employee into regular status upon conversion.
- D. For further assistance with matters pertaining to contingent employment, please contact the University Human Resources-Office of Compensation & Classification unit at 301.405.5650.