|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| C:\Documents and Settings\sharkins\Local Settings\Temporary Internet Files\Content.Outlook\5M52DODR\UM mark (2).jpg | **CONTINGENT CATEGORY II – EMPLOYMENT CONTRACT**  **EXEMPT AND NON EXEMPT EMPL CLASS 22 & 35** Please return the completed contract form, a copy of the completed Benefits Calculation Worksheet, and completed hire packet to: HR Benefits - 620 W. Lexington Street, 3rd Floor, (410) 706-2616  |
| **Please Complete and Obtain Appropriate Approvals; White out is not permitted on this form.** |

**PLEASE PROVIDE A COPY OF THIS CONTRACT TO EMPLOYEE; HIRING AUTHORITY TO RETAIN COPY**

|  |  |
| --- | --- |
| Purpose of Contingent Category II Employment Contract: | **Initial Hire** [ ]  **Contract Renewal** [ ]  **Contract Amendment** [ ]  |

*Contingent Category II employees are (1) subject to the terms and conditions of this written contract, which is not to exceed twelve months and is to be no less than six months; (2) subject to University of Maryland, Baltimore and University System of Maryland policies; (3) considered a non-regular employee; and (4) required to work a minimum of 40 hours bi-weekly (20 hours per week).* |
| **Requesting Department Information** |
| Department Code: |       | School/Admin Dept. Name: |       |
| Initiator Name: |       | Contact Phone: |        |
| Supervisor Name: |       | Supervisor Job Title: |       |
| Location of Work: |       | Department Contact: |       |
|  |  |  |  |
| **SECTION 1 - Contingent Category II Employee Information** |
| Employee Name: |       | Employee ID: |       | Non-Exempt [ ]  Exempt [ ]  |
| Job Title: |       | Job Code: |        | Full-Time [ ]  Part-Time [ ]   |
| Effective Begin Date: |       | Hours per Week: |       | FTE:       |
| Effective End Date: |        |
|  |  |
| **SECTION 2 – Compensation** Contingent Category II employees are eligible for Cost of Living Allowance (COLA) increases and Merit increases when granted by the State of Maryland.  |
| Base Salary (Annual) | **$      (ANNLEL)** |
|  |
| **SECTION 3 - EMPLOYEE ACKNOWLEDGEMENT OF COMPENSATION**  |
| I \_\_\_\_\_\_\_\_ (EMPLOYEE INTIALS) on \_\_/\_\_/\_\_(DATE) understand that my Base Salary is displayed Section 2. The University reserves the right to withhold all, or a portion, of any earned regular annual and/or holiday leave balances and/or any paycheck owed to me for the purposes of repayment of any debt balance.  |
|  |
| **SECTION 4 – Leave Package** *Contingent Category II employees are eligible for the following leave package. Leave days shall be pro-rated for contracts less than one year and/or for less than full-time employment. A termination with a negative leave balance will result in a reimbursement of leave taken to the employer.* |
| **Category**  | **Days** | **Hours** | Leave balances do not roll over from one contract to another. Regular, Sick, and Personal leave will be made available at the beginning of a contract or extension and will managed on a “use or lose” basis. Holiday leave will accrue throughout the contract period. Conversion to a regular position will result in a zero leave balance. |
| Regular Annual | 10 | 80 |  |
| Sick Annual | 5 | 40 |  |
| Personal Annual | 3 | 24 |  |
| Holidays Annual | 9 | 72 |  |
| **Total** | **27** | **216** |  |
|  |
| **SECTION 6 – Conditions of Employment**  |
| I *\_\_\_\_\_\_\_\_ (EMPLOYEE INTIALS) on \_\_/\_\_/\_\_(DATE)* am subject to all applicable rules, policies and procedures of the department/administrative unit, the University of Maryland, Baltimore, the University System of Maryland, and the State of Maryland. The Board of Regents policies with respect to contractual employees shall prevail over any conflicting policies and procedures issued by any component of the University. |
|  |
| **SECTION 7 – Termination of Contract** |
| 1.  | The number of calendar days prior written notice either party may give to the other party to terminate this contract is **14 days**.  |
| 2. | The University of Maryland, Baltimore may terminate this Contract immediately “for or without cause” in the event of breach of this Contract or any condition of employment by the employee. |
| 3. | Notice of termination from the University of Maryland, Baltimore shall be deemed received by the employee upon delivery to the employee’s workplace. Notice of termination from the employee to the University of Maryland, Baltimore shall be deemed received by the University upon delivery to the Office of Human Resource Services or to the employee’s department administrator as its representative. |
| 4. | Upon the termination of this Contract, the Contingent Category II employee shall not be compensated for unused leave. |
|  |
| **SECTION 8 – Disputes** |
| The employee may not use the formal University grievance policies and procedures to dispute or question any action of the University of Maryland, Baltimore or any of its personnel with respect to the employee’s employment by the University of Maryland, Baltimore. Any dispute between the employee and the University of Maryland, Baltimore shall be referred to the department’s Human Resources Representative for resolution. In the event that no resolution is reached, the dispute shall be resolved by an authorized representative of the University of Maryland, Baltimore, Office of Human Resource Services, whose decision shall be final and binding upon the employee and the University of Maryland Baltimore. |
|  |
|  |
|  |

|  |
| --- |
| **SECTION 9 – Dual Employment within the University Systems of Maryland or other Maryland State Agencies.***The employee shall notify the employer of dual employment within other USM Institutions and/or MD State Agencies. If my dual employment status changes after this contract is signed, I must notify my employer immediately in order to maintain this contract as valid.* |
| **As of today’s date I am also employed within another USM Institution or MD State Agency:** Yes: [ ] / No: [ ]  Employee’s Initials:      If yes, please list the USM Institutions and/or MD State Agencies below and initial here:      Employer **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Hours/week \_\_\_\_\_\_\_\_\_ Employment Status\*\_\_\_\_\_\_\_Contract begin:\_\_/\_\_/\_\_ Contract end:\_\_/\_\_/\_\_Employer **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Hours/week \_\_\_\_\_\_\_\_\_ Employment Status\*\_\_\_\_\_\_\_Contract begin:\_\_/\_\_/\_\_ Contract end:\_\_/\_\_/\_\_Employer **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Hours/week \_\_\_\_\_\_\_\_\_ Employment Status\*\_\_\_\_\_\_\_Contract begin:\_\_/\_\_/\_\_ Contract end:\_\_/\_\_/\_\_Employer **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Hours/week \_\_\_\_\_\_\_\_\_ Employment Status\*\_\_\_\_\_\_\_Contract begin:\_\_/\_\_/\_\_ Contract end:\_\_/\_\_/\_\_\* C= Staff Contractual; R= Regular Staff f/t or p/t; F= Regular faculty; AF = Adjunct Faculty |
| **SECTION 10 – Execution of Contract (Please read and initial appropriate sections before signing below.)** |
| In witness whereof, the University of Maryland, Baltimore and the employee execute this Contract.  |
|   |  |   | **Employee –** Please ensure that you have read the Acknowledgement of Compensation and Health Benefit Assistance very thoroughly. It informs you of your responsibilities regarding the health benefit assistance payments.**Hiring Authority/Department –** Has the responsibility to monitor the monthly payments of health assistance subsidy by the employee of this contract and will contact the Office of Human Resource Services if payments are not made. |
| *Employee Name – Printed Name* | *Signature* | *Date* |
|  |  |  |
| *Dean/VP - Printed Name* | *Signature* | *Date* |
| *(Electronic approval done in ePAF)* |  |
| *Reviewed by Human Resources Representative*  | *Date* |



**Health and Prescription Drug Coverage**

The State of Maryland will offer subsidized health and prescription drug benefit coverage for contractual employees (and their dependents) who have a current employment contract and are scheduled to regularly work 30 or more hours a week (or an average 130 hours per month or faculty teaching 9 credits or more a semester).  The employee will be responsible for paying 25% of the premiums for medical and prescription coverage for themselves and any eligible dependents enrolled. The State of Maryland will subsidize the remaining 75% of the benefit premiums for these benefits.  Monthly direct pay billing from DBM will reflect the remaining 25%.

**Other Benefit Coverage**

Contractual Contingent I and Contingent II employees who have a current employment contract and work 30 or more hours a week (or an average of 130 hours per month or faculty teaching 9 credits or more a semester) may also elect to enroll in dental coverage, life insurance and accidental death and dismemberment insurance, but will be responsible to pay the full premium for these benefits.

**Contractual Contingent I and Contingent II Employees Working Less than 30 Hours per Week**

If you are a contractual Contingent I or Contingent II employee working less than 30 hours per week (or less than an average of 130 hours per month), you may participate in the State of Maryland Benefit Plans at the full premium amount (no State subsidy).

**Contractual Contingent I and Contingent II Employee Enrollments**

If you are newly eligible for State subsidized healthcare, please visit the [Benefits website](http://www.umaryland.edu/hrs/benefits/) to view all of the highlights of the benefits available and instruction on how to enroll. Benefits for all contractual employees are post tax. Please contact the Benefits Office if you have further questions – HRBenefits@umaryland.edu.

**I acknowledge that I have received and read this notice regarding my benefits.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Employee Name Employee Signature Date