



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITY OF MARYLAND, BALTIMORE POLICE
LODGE # 141,
FRATERNAL ORDER OF POLICE, INC.**

AND

UNIVERSITY OF MARYLAND, BALTIMORE

Effective July 1, 2022 through June 30, 2025

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PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into by the University of Maryland, Baltimore (“University” or “Employer”) and the University of Maryland, Baltimore Police Lodge #141, Fraternal Order of Police, Inc. (“Union” or “FOP 141”) and has its purpose: the promotion of harmonious relations between the Employer and FOP 141; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and the agreement of the parties on the standards of wages, hours, and other terms and conditions of employment for the Bargaining Unit employees covered hereunder. The University and the Union recognize that the laws of the State of Maryland, including the applicable provisions of the State Personnel and Pensions Article and the Education Article of the Annotated Code of Maryland governing collective bargaining, and the policies of the Board of Regents Policy of the University System of Maryland authorize agreements arrived at through the process of negotiations.

ARTICLE I – RECOGNITION

Section 1. Exclusive Representation

The University recognizes FOP 141 Union as the exclusive bargaining representative for all University of Maryland, Baltimore employees contained within the bargaining unit. The bargaining unit includes all eligible University sworn police officers below the rank of Sergeant, and excludes managerial employees, supervisors, and confidential employees, as well as any contingent and contractual employees as defined in regulations adopted by the governing board of the University, and all other exclusions prescribed by Section 3-102(b)(9)(10) of the State Personnel and Pensions Article.

ARTICLE II – NON-DISCRIMINATION

Section 1. Prohibition against Discrimination

The University and the Union agree that they shall not discriminate against any employee with respect to salaries, wages, hours, or other conditions of employment on the basis of age, sex, marital status, race, color, creed, national origin, sexual orientation, political or religious affiliation or belief, mental or physical disability, gender identity or expression, protected veteran status, or union activities. This provision shall be interpreted in accordance with State and Federal law.

Section 2. Union Activity

Each bargaining unit employee shall have the right to join and, while off work or on official release time, assist FOP 141 freely and participate in collective bargaining, without fear of penalty or reprisal, and the Employer shall assure that each employee shall be protected in the exercise of such right.

Section 3. Equal Employment/Affirmative Action/Americans with Disabilities Act

The parties agree to comply with applicable Federal and Maryland Equal Employment laws, Affirmative Action laws, and the Americans with Disabilities Act and Amendments.

Section 4. Representation

FOP 141 recognizes its responsibility as the exclusive bargaining representative for this unit and agrees to fairly represent all employees in the bargaining unit.

ARTICLE III – MANAGEMENT RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and, except as expressly limited by a specific provisions of this MOU, may exercise all rights, powers, duties, authority, and responsibilities conferred upon and invested to it by all laws including, but not limited to, Section 3-302 of the State Personnel and Pensions Article, and Sections 12-110, 12-111, and 13-601 of the Education Article, Annotated Code of Maryland, as may be amended, which are hereby incorporated into this MOU.

ARTICLE IV – UNION RIGHTS

Section 1. Access

The Employer agrees that local representatives, officers, and Union staff representatives shall have reasonable access to the premises of the University of Maryland, Baltimore Police with prior notice and approval by the University for the reason of administration of this MOU. FOP 141 agrees to notify the University at least five (5) days in advance of a non-emergency, mass meeting. In emergency situations, FOP 141 may call a meeting during work hours to prevent, resolve, or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the University of Maryland, Baltimore and consistent with security and public service requirements, Union representatives shall have access to the University of Maryland, Baltimore Department of Public Safety premises for the purpose of member recruitment. Approval for access described in this section may be denied for business reasons.

Section 2. Stewards

The Employer will recognize stewards designated by FOP 141 who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. A grievance will have no more than one (1) steward investigating or processing the grievance, or in attendance at grievance hearings. It is understood that shop stewards assigned to the same work location will not be absent from duty concurrently as a result of his/her responsibilities as a steward. The FOP 141 may have a maximum of five (5) stewards.

In the event FOP 141 determines that redistribution of steward assignments is necessary or that additional stewards are warranted on account of changes in department structure, the Employer and FOP 141 shall negotiate in good faith to accommodate such a request by FOP 141. FOP 141 will notify the University in writing of the names of the designated stewards prior to them assuming any duties. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to represent employees in grievances. To the extent necessary to participate as a representative in grievance hearings, the University shall take reasonable steps to adjust a designated steward's shift so that such participation is on official duty time without incurring additional costs. Release from duty and shift adjustments may be denied for business reasons and will be consistent with the operational needs of the Employer.

Section 3. Time Off With Pay During Work Hours

(A) Granted Time Off With Pay Generally

The Employer shall grant time off with pay, consistent with the operational needs of the Employer during scheduled work hours, the total of which on a daily basis will not exceed the employee's normally scheduled workday, to represent employees in grievance meetings described in

this MOU, participate in labor/management meetings and negotiating sessions regarding supplementation or amendment of this MOU during its term, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being FOP 141 representatives.

In all instances, the rescheduling of time for the purpose of conducting union representational activities cannot result in additional salary and wages costs to the University.

(B) Granted Time Off With Pay for Negotiations

In the instance of negotiating a successor MOU, the parties will first negotiate ground rules outlining the release time available for bargaining unit employees' participation in all subsequent bilateral negotiation sessions and, as is necessary, to participate in internal union caucuses.

(C) Creation of Release Time Account

The total amount of union leave granted to employees of the bargaining unit during a fiscal year to be used for the purpose of conducting union business and participating in union-approved activities (including, but not limited to, attendance at national, state, and regional union meetings, and off-campus union business, including regular and emergency meetings of FOP Lodge #141) may not exceed a combined total of 200 hours. Leave taken under this Article may be used in no less than one-hour increments.

(D) Notice & Approval

The Employer may require requests for time off with pay made under paragraphs (A), (B), or (C) above to be in writing. In general, requests for time off with pay made under paragraphs (A), (B), or (C) shall be made at least fifteen (15) calendar days in advance, except in the event that the requested time off consists of three (3) or more consecutive days, in which case the requests shall be made at least thirty (30) days in advance. The Employer shall respond within five (5) days of receiving the request. Under exigent circumstances, FOP 141 may request and the Employer may grant requests for time off with pay with less than fifteen (15) days' notice. Requests for time off with pay under paragraphs (A), (B), or (C) will be considered as soon as possible. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of FOP 141, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Such time off will not be detrimental in any way to the employee's record, will be specifically taken into account when applying performance standards relating to quantity and timeliness of work, and will not generate additional costs to the University.

(E) Designated Persons

The parties recognize their respective obligations to appropriately administer the MOU in an efficient manner in the context of effective and efficient government operations. To this end, the Employer and FOP 141 shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay.

Section 4. Meeting Space

Union representatives may request the use of facilities under the control of the University's Department of Public Safety to hold union meetings. Upon prior notification, the University will provide meeting space where feasible. Such meetings will not interrupt the work of the Department of Public Safety or cause a cost to be incurred by the University.

Section 5. Use of Departmental Office Equipment

FOP 141 representatives who are unit employees will be permitted access to University-owned office equipment located within the facilities of the Department of Public Safety to make reasonable use of such equipment for the purpose of communicating with the bargaining unit from time to time. Communications and copies should not be excessive in number or length, and will not interfere with departmental operations. The use of such equipment is only permitted during an employee's non-working hours.

Section 6. Posting/Distribution of Union Information

The Employer shall provide a reasonable amount of wall space for a bulletin board at the facilities of the Department of Public Safety that is mutually agreed to, for the exclusive use of FOP 141. FOP 141 shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the FOP 141 official approving the posting. FOP 141 shall 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, FOP 141 shall provide a copy of all items to the Employer. At University Department of Public Safety facilities, FOP 141 shall be permitted to place informational materials for employees at the worksite as agreed to by the Operations Commander. This placement must be done by a University police officer designated by FOP 141 who holds the appropriate security credentials.

Section 7. Mail Service and Computer Mail

FOP 141 shall be permitted to use internal mail systems, including computer/electronic mail/fax, for membership and bargaining unit mailings. The use of computer/electronic mail/fax is subject to the same rules of use as described in Section 6. Confidentiality shall be maintained subject to the Employer's security needs. Mass mailings by internal mail will be limited to four (4) times per calendar year. Such mass mailings may be individually addressed or distributed by work assignment or location. FOP 141 shall give the Employer reasonable notice in advance of mass mailings. FOP 141 and the Employer may develop a system for these mailings.

Section 8. New Employee Orientation

To the extent that the Employer has control, the Employer will provide FOP 141 with an opportunity to address each new recruit class while in the Training Academy. FOP 141 will be permitted to give a thirty (30) minute presentation, which may include an enrollment in supplemental union benefits.

Section 9. Information Provided to FOP 141

The University shall provide to FOP 141 a list of information, to include: new hires, separations, promotions, transfers, and reclassifications (including agency code, position numbers involved, classifications, grades, and effective dates) for all bargaining unit employees. New hire employee information will be provided within 30 days of the new hires start. Other personnel actions listed above for bargaining unit employees will be provided to FOP 141 on request, not to exceed quarterly. The above information shall be provided in an electronic format convenient to the Employer. FOP 141 shall treat the information as Confidential Information, as defined in Section 3-208 of the State Personnel and Pensions Article, Annotated Code of Maryland.

Upon request by FOP 141, the Employer will provide, within a reasonable amount of time, any other information and documents necessary for the exclusive representation of bargaining unit employees. The Employer may charge reasonable search, compilation, and copying fees.

Nothing herein shall be construed to restrict FOP 141's right to request and receive information

in accordance with applicable public information acts.

Section 10. Exclusivity

Only organizations duly authorized to represent employees, conducting business with the Employer, or as otherwise required by State or federal law shall have access to worksites. This does not apply to non-union professional organizations that work with the Employer.

Section 11. Manuals

The Employer will ensure that each bargaining unit employee has access to University of Maryland Police Directives that are available electronically .

Section 12. Check-off of Dues

Upon the presentation and processing by the State of Maryland Central Payroll Bureau of the appropriate written authorization for dues deduction executed by the employee, FOP 141 shall be entitled to have such employees' membership dues deducted from their paychecks on a biweekly basis and remitted to FOP 141 or an entity designated by FOP 141 on a biweekly basis. No other employee organization shall be entitled to check-off dues for bargaining unit employees.

Section 13. Service Fees

The University agrees to negotiate over and amend this Agreement for the inclusion of any service fees arrangements that are authorized by Maryland law to be effective after the effective date of this Agreement.

ARTICLE V – LABOR/MANAGEMENT COMMITTEE

The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor/management relationship. Therefore, the parties shall establish a Labor/Management Committee (LMC), in accordance with the provisions in this Article, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees.

The LMC shall have the following features:

- (a) The LMC will be co-chaired by one member from labor and one member from management.
- (b) The LMC will develop ground rules and identify how additional members who will participate in the LMC will be selected within 60 days of the first LMC meeting.
- (c) The LMC will meet monthly (or as needed, by majority consent of the committee). The LMC co-chairs will be responsible for coordinating the agenda for the meetings through the exchange of agenda items by each party at least one week in advance of each meeting.
- (d) The LMC considers, evaluates, and makes recommendations with respect to matters bearing upon the economy and efficiency of University of Maryland Police operations and the welfare of its employees, regardless of whether such matters are negotiable. The willingness of the parties to discuss such matters in the LMC does not preclude negotiations over any such subject that is a mandatory subject of bargaining.
- (e) FOP 141 representatives will be deemed to be in on-duty status while participating in

- such meetings.
- (f) The LMC may establish ad hoc subcommittees.

ARTICLE VI – WAGES AND OVERTIME

Section 1. Pay Scale

(A) In recognition of the extraordinary market conditions in effect in 2022 which impact the recruitment and retention of police officers, the University and FOP have agreed to a new pay scale and annual step increases. Accordingly, the University and Union agree to a revised Police Pay Scale, attached as Appendix 1 (“Police Pay Scale” or the “Scale”), effective July 1, 2022, following ratification of this MOU. Bargaining unit employees will be placed on the revised Police Scale (Appendix 1) effective July 1, 2022, at the same step that they are positioned immediately prior to July 1, 2022 (e.g., an officer at UPO II, Step 7 on June 30, 2022 will be placed on the new Scale at UPO II, Step 7.) The Scale is inclusive of COLA and Merit increases effective on or about July 1, 2022. As described below, in view of the step increases set forth in Section 2 below, bargaining unit employees shall not receive any COLA and/or Merit increases that may occur during the term of this MOU.

(B) The University will continue to hire employees at a wage it deems commensurate with their experience and education. The University will determine where to place new bargaining unit employees on the Scale.

Section 2. Movement from One Step to the Next

(A) To be eligible to move from one step to the next, a bargaining unit employees must have satisfactorily completed their probationary period and be performing at an overall "Meets Standards" level of performance as determined by the most recent performance assessment (“eligible bargaining unit employee”). If a bargaining unit employee does not meet these eligibility criteria, the employee shall remain at his/her current step on the Scale.

(B) Effective July 1, 2023, all eligible bargaining unit employees will receive a one-step increase in accordance with the Scale attached as Appendix 1.

(C) Effective July 1, 2024, all eligible bargaining unit employees will receive a one-step increase in accordance with the Scale attached as Appendix 1.

(D) For the increases set forth in subsections B and C of this Section, any bargaining unit employee who is at the maximum step of the Police Pay Scale shall receive an increase equivalent to a 2.5% one step increment in the form of a one-time lump sum payment in accordance with USM processes, which is not added to the employee’s base pay rate. Such payments will be made in the first pay period after July 1 of each year of this MOU. Consistent with USM policy, such one-time lump sum payment does not count towards pension contributions.

Section 3. No COLA Increases to Police Pay Scale

During the term of this MOU, bargaining unit employees shall not receive any Cost of Living Adjustment (COLA) authorized and funded by the Governor and Legislature for University employees.

Section 4. No Merit Increases

During the term of this MOU, bargaining unit employees shall not receive any Merit increase authorized and funded by the Governor and Legislature for University employees.

Section 5. Reclassification from UPO I to UPO II

A UPO I will be reclassified to UPO II, Step 1 of the Police Pay Scale, after the successful completion and graduation from a recognized police academy, serving one year as a sworn UPO I (not inclusive of police academy service), and receiving a rating of at least "meets standards" in every component of his/her final probationary evaluation. (In some instances, an officer is classified as a UPO II or UPO III upon hire. In those instances the officer will receive a one-step increase upon serving one year in the current role, receiving a rating of at least "meets standards" in every component of his/her final probationary evaluation, and completion of their Maryland Police Training Certification, if not already completed as of time of hire.)

Section 6. Promotion from UPO II to UPO III

Upon completion of the three most recent consecutive years as a UPO II with performance evaluations of at least overall "meets standards", an employee is eligible for consideration for promotion to UPO III when such openings occur. The promotion process will include a final interview with the Chief, who will have final say as to the selection of the successful candidate. The successful candidate will be reclassified to UPO III effective on the first pay period after the opening has been filled. Provided the conditions set forth in Section 1 above have been met, the successful candidate will then be placed on the UPO III scale consistent with the closest corresponding salary that does not result in a decrease. Once placed on the Scale, the successful candidate will also move up one step on the Scale as shown in Appendix 1.

Section 7. Shift Differential

All bargaining unit employees shall receive a per-hour shift differential of one dollar and fifty cents (\$1.50) for qualifying shifts. Qualifying shift is defined in USM Policy VII – 4.60. Policy on Shift Differential for Non-exempt Staff Employees.

Section 8. Field Training Officer

Any member of the bargaining unit designated as a primary field training officer (FTO) shall receive additional compensation of \$2.50 per hour for all hours worked while actually performing field training officer duties.

Section 9. Cleaning Allowance

Employees, while on active status, shall receive an annual cleaning allowance of \$600 per year, to be evenly distributed on a biweekly basis (\$23.07 per pay period).

Section 10. Acting Pay

Employees placed in acting capacity by command authority will be compensated pursuant to UMB Policy VII-9.11(B), Procedures on Pay Administration for Exempt Positions and UMB Policy VII, 9.50, Policy on Temporary Assignments and Acting/Interim Appointments for Regular Status Nonexempt and Exempt Staff Employees.

Section 11. Overtime

(A) All hours worked by an employee beyond forty (40) hours in the regular workweek are overtime hours and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

(B) No Pyramiding of Overtime. There shall be no duplication or pyramiding in the computation of overtime wages and nothing in this MOU shall be construed to require the payment of overtime pay more than once for the same hours worked.

(C) When compensatory time is offered as a choice, in lieu of overtime cash payment, employees will be informed no later than the first working day of the pay period that the choice is available. In such cases, the decision to receive compensatory time in lieu of overtime pay is the employee's choice. When compensatory time is chosen, the employee shall indicate his/her desire to receive compensatory time in lieu of cash payment for the overtime worked in the pay period. When compensatory time is chosen, the employee shall earn and receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour of overtime worked. Use of compensatory time is subject to supervisory approval with at least forty-eight (48) hours advance notice. The maximum accumulation of compensatory time is 240 hours (30 days). Accumulation in excess of 240 hours in any given pay period must be paid out to the employee within the next two pay periods. Any accumulated compensatory leave shall be used in the same calendar year as earned. Any unused accumulated compensatory leave remaining at the end of the calendar year earned, and/or at the time of separation from USM employment, shall be paid to the employee. Notwithstanding the foregoing, accumulated compensatory time of the 50 hours granted per the Attached Side Letter must be used by June 30, 2022 and is not eligible for cash payout if not used by that date.

(D) Due to accounting challenges, employee choices will apply for the entire pay period and remain as part of his/her profile in the time and leave system until he/she requests a change back to cash for overtime compensation in the next available pay period.

(E) Any overtime that is required shall be offered first to the least senior officer at the rank who is on duty when the overtime becomes available. Any overtime opportunities that are voluntary shall be offered first to the most senior officer at the rank who is on duty when the overtime is offered.

(F) If an employee is scheduled to work overtime, but has not been notified twenty-four (24) hours prior to the start of the shift that the overtime has been canceled, the employee shall receive a minimum of three (3) hours regular hourly rate, unless the cancellation is due to circumstances beyond departmental control.

Section 12. Compensation for Work Performed During Non-Scheduled Hours

Telephone Calls. Employees who are called by a supervisor during non-scheduled work hours and required to perform duties from their residence or offsite location (i.e., make phone calls, to correct or address a problem) and do not have to report to a facility shall be compensated for the actual time worked, but for not less than 15 minutes, at the employee's hourly rate, to include overtime, if applicable. This provision does not apply to courtesy or purely informational phone calls (e.g., instructions to return a uniform to work, notification of possible emergency work assignment, etc.).

Section 13. Pay for Court Appearances

When exceeding the employee's scheduled work hours to attend court or judicial proceedings, employees will receive payment at their pay rate for a minimum of four (4) hours. The increased pay provided for in this Section does not apply to any portions of a court appearance that take place during the employee's regularly-scheduled shift.

Section 14. On-Call Pay

Members of the bargaining unit may be assigned to on-call status in addition to their regular duties, at the University's discretion. Officers assigned to be on-call by designated command authority shall be compensated at a rate of \$1.35 per hour for all time spent on-call. Officers in on-call status:

- (a) shall not be impaired while in on-call status, and must otherwise be fit for duty;
- (b) must provide the University with accurate contact information, including, but not limited to, phone numbers, cell phone numbers, and pagers;
- (c) must have, while on such status, an effective, working means of being contacted; and
- (d) must respond verbally within fifteen minutes of being contacted and must report physically within two hours of being requested to do so.

Section 15. Bilingual/Multilingual One-Time Bonus

In recognition of an officer being proficient in one or more designated languages, the University will pay a one-time bonus to bargaining unit members who can demonstrate a certified proficiency in languages as designated by the University, in its sole discretion.

To be eligible for the one-time bonus, the Police Officer must present to Human Resources a certification from a recognized/accredited third party entity for one or more of the languages designated by the University in its sole discretion. The University will reimburse the Officer, up to \$500.00, for the certification/accreditation test provided the officer passes the test.

An officer certified proficient in up to two languages will receive a \$500.00 one-time bonus.

An officer certified proficient in three or more languages will receive a \$1,000.00 one-time bonus.

The one-time bonus will be paid within 30 days of Human Resources' approval of the required certification/accreditation.

Section 16. One-Time Bonus

All Officers in the bargaining unit as of the effective date of this MOU are eligible for a one-time bonus in the amount of \$2,500. This one-time bonus will be paid to eligible employees within thirty (30) days following the effective date of this MOU.

Section 17. One-Time Fitness Bonus

All Officers in the bargaining unit as of the effective date of this MOU are eligible for a one-time Fitness Bonus in the amount of \$750. Such bonus is meant for use toward a fitness center membership or purchase of fitness related products (e.g., treadmill, bicycle, weights, etc.) This one-time Fitness Bonus will be paid within thirty (30) days following the effective date of this MOU. The University reserves the right to require proof (e.g., receipt, enrollment contract, etc.) that the Fitness Bonus is used for its intended purpose. This Fitness Bonus has no bearing on bargaining unit members' obligations, if any, to maintain specified fitness levels.

ARTICLE VII – LEAVE WITH PAY

Section 1. Personal Leave

Employees covered by this MOU shall be entitled to three (3) days (not to exceed 24 hours) of personal leave in each calendar year. As indicated in USM policy, personal leave from the previous calendar year must be used by the end of the first pay period ending in the new calendar year. No employee shall be paid for unused personal leave.

Section 2. Annual Leave

Employees shall accrue annual leave at a rate no less than the accrual rate determined by the USM. Full-time employees shall earn paid annual leave based on the following (all days at eight hours/day regardless of whether employee works eight or ten hour shifts):

1. Beginning with the Date of Employment through completion of the 1st year: 11 days
2. Beginning with the 2nd year through completion of the 2nd year: 12 days
3. Beginning with the 3rd year through completion of the 3rd year: 13 days
4. Beginning with the 4th year through completion of the 4th year: 14 days
5. Beginning with the 5th year through completion of the 10th year: 15 days
6. Beginning with the 11th year through completion of the 20th year: 20 days
7. Beginning with the 21st year and thereafter: 25 days

From zero (0) through six (6) months of employment, employees shall not take annual leave. After completion of six (6) months, the employee will be credited with all annual leave earned and shall be able to use earned annual leave. Leave earning rates shall increase at the specified service levels as described above.

Earned but unused annual leave shall be carried over from calendar year to calendar year up to a maximum of 400 hours for full-time employees or the amount USM allows, whichever is greater.

An employee shall continue to earn annual leave while in paid leave status.

An employee shall not take annual leave in advance of earning it. Annual leave must be approved in advance by the supervisor.

Section 3. Accumulated Annual Leave

If an employee is denied on at least two occasions the opportunity in a calendar year to use annual leave in excess of 400 hours, the Chief of Police may request Human Resource Services to consider allowing the employee compensation, at the employee's regular rate of pay, for those excess leave days.

Section 4. Sick Leave

Sick leave shall be used in accordance with current State of Maryland policy as set forth in USM and UMB policies.

Section 5. Accrued Sick Leave

Accrued sick leave may be used as a service credit toward the employee's retirement benefit in accordance with current statute and regulations. Employees may not use accumulated sick leave to qualify for retirement or to become vested in the retirement system.

Section 6. Jury Duty Leave

An employee who is on jury duty is entitled to leave with pay when the employee's jury service occurs on the employee's scheduled workday. Employees who are scheduled on other than a day shift shall be reassigned to a day shift. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if time permits. An employee who is selected for jury service shall notify the Employer as soon as practical.

Section 7. Accident Leave

Accident Leave for employees covered by this MOU is governed by USM Policy VII-7.40 and UMB Policy VII-7.40(A) and is subject to all terms and conditions set forth therein.

Section 8. Bereavement Leave

The University shall grant the use of accrued sick leave, not to exceed five (5) workdays, or seven (7) workdays if overnight, out-of-state travel is required for the death of any close relative of the employee. For purposes of this section, “close relative” is defined as the spouse, child, stepchild, mother, father, someone who took the place of a parent, grandparent, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee or spouse. Sick leave for any other relative of the employee or spouse who permanently resides in the household of the employee shall also be available.

The University shall grant the use of accrued sick leave not to exceed one (1) workday, or three (3) workdays if overnight, out-of-state travel is required for the death of the aunt, uncle, niece, or nephew of the employee or spouse.

The Chief of Police shall consider, on a case-by-case basis, an officer’s request to extend the number of days of accrued sick leave allowed for the death of a close relative. If any such extension is granted, the Chief or designee will advise Payroll of the number of allowed additional days.

Section 9. Military Leave

Per USM policy, an employee is entitled to Military Training Leave with pay for military training purposes for a period of not more than 15 workdays (prorated for part-time employees) in any calendar year. Military Leave applies to employees who are members of the organized militia or the Army, Navy, Air Force, Marines, or Coast Guard Reserves.

Section 10. Leave Reserve Fund

Leave Reserve Fund for employees covered by this MOU is governed by USM policy on Leave Reserve Fund VII-7.11 and is subject to all terms and conditions set forth therein.

Personal leave unused by employees by the end of the first pay period in the new calendar year shall be remitted to the Leave Reserve Fund available for USM employees. The Leave Reserve Fund provides paid leave to full and part-time employees who become temporarily medically disabled. A person authorized to act on the employee’s behalf may make the leave request on behalf of the employee when the employee is unable to do so. A request for leave under the Leave Reserve Fund shall be submitted directly to Human Resource Services.

Section 11. Leave Under the Family and Medical Leave Act (FMLA)

Approval of FMLA leave is subject to all terms and conditions set forth under USM Policy VII-7.50 Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees approved by the Board of Regents and this MOU. Family Medical Leave (FMLA) entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave for a FMLA-qualifying event. Eligible employees are entitled to 12 workweeks of leave during a 12 month period, calculated in accordance with USM Policy VII – 7.50.

Section 12. Administrative Leave

Administrative Leave for employees covered by this MOU is governed by USM Policy on Administrative Leave VII-7.20. Administrative Leave may be granted when emergency conditions exist. The UMB president (or designee) is the official who may grant administrative leave. The

executive director of Human Resource Services may authorize the requirement for an employee to take administrative leave for any purpose considered to be in the best interests of the institution.

ARTICLE VIII – LEAVE OF ABSENCE WITHOUT PAY

Section 1. Accident Leave

Accident Leave for employees covered under this MOU is governed by the USM Policy on Accident Leave VII-7.40 and UMB Policy VII-7.40(A). Accident Leave is leave paid at two-thirds (2/3) of the employee's regular pay and is granted to an employee who sustains an accidental injury on the job if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act and (2) a physician examines the employee and certifies that the employee is disabled because of the injury.

An employee who sustains an injury on the job or someone on the employee's behalf shall provide the following to the employee's supervisor or to Environmental Health and Safety:

- (a) Oral or written notice immediately after the injury occurs; and
- (b) Within three (3) working days after the injury occurs, a physician's written certification that the employee is disabled by the injury.

Section 2. Rejection on Probation

(A) Original Probation. Within five (5) days of the notice of rejection, an employee who is rejected on original probation may file a written request with the president or the president's designated representative for a hearing. Within 20 working days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within 15 working days following the conclusion of the hearing, the written decision shall be rendered to the employee. If the hearing is timely requested and the rejection is upheld, step three of the grievance procedure is available. The appeal shall be submitted within 10 days after receipt of the written University decision. Rejection for cause is not required in the case of an employee rejected on original probation.

(B) Promotional, Transfer, or Horizontal Change Probation. Within five (5) days of receipt of the recommendation of the Chief or Chief's designee to reject, an employee who is promoted and then rejected within the probationary period for the new class and for whom a vacancy in the former class is not available may file an answer with the president or the president's designated representative and request an investigation of the proposed rejection. Within 20 working days, if possible, after receipt, the president or the president's designated representative shall investigate the rejection. The same rule applies to an employee who has completed a probationary period in one classification and makes a horizontal change to a new classification, and is rejected in the new classification or who transfers to another department in the same classification and is rejected. Within 15 days following the conclusion of the investigation, the written decision shall be rendered to the employee. If the investigation is timely requested and the rejection is upheld, step three of the grievance procedure is available to the rejected employee. The appeal shall be submitted within 10 days after receipt of the written University decision.

Section 3. Furloughs

To the extent that furloughs are under the control of the Employer, the Employer agrees that no bargaining unit employees will be subject to a furlough for the term of this MOU.

Section 4. Educational and Professional Improvement Leave (USM Policy VII -7.12)

USM Policy VII-7.12 Leave of Absence Without Pay governs the granting of absences for

educational and professional improvement.

ARTICLE IX – HOLIDAYS

This Article governs holidays, except as otherwise authorized by law. The employees of the Bargaining Unit agree to continue the current Holiday Schedule used by the University.

Section 1. Recognized Regular and Floating Holidays

Full-time employees earn Regular (R) and Floating (F) holiday leave by being in paid status on the calendar date of occurrence as set forth in this section. Part-time employees who are in paid status on the calendar date of occurrence and who are employed on at least a 50% time basis earn a prorated amount of holidays based on the percentage of employment.

Regular holidays are those on which, operations permitting, the school/department closes. Regular holidays are observed on the calendar date of occurrence as set forth in this section. Employees can observe a Floating or Regular holiday on the date of occurrence or on another workday. When an employee is not allowed to use one (1) or more Regular or Floating holidays during the calendar year, based on operational needs, the employee shall receive compensation at the employee's regular hourly rate for all holidays not used. Payment of such unused Regular or Floating holidays shall occur no later than February 15th of the subsequent calendar year. Nothing in this section shall prohibit a school/department from setting the dates of observance for Floating holidays. There shall be no carryover of unused holidays from calendar year to calendar year.

Paid holiday leave shall be eight (8) hours for each day earned and observed, regardless of whether the employee works eight or ten hour shifts. The University will frontload one-half the annual holiday hours on January 1 and the other half on July 1 of each year of this MOU. Per UMB Financial Affairs Policy VIII-99.02 on Overpayment and Recovery, if an officer uses a holiday prior to it being earned, and terminates employment with UMB, the holiday will be recouped through either a deduction of the final leave payout or cash payment from the officer.

Schedule of Holidays

Holiday	Calendar Date of Occurrence
New Year's Day (R)	January 1
Dr. Martin Luther King Jr.'s Birthday (R)	3 rd Monday in January
Lincoln's Birthday (F)	February 12 th
President's Day (F)	3 rd Monday in February
Maryland Day (F)	March 25 th
Good Friday (F)	Friday before Easter
Memorial Day (R)	Last Monday in May
Juneteenth (R)	June 19 th
Independence Day (R)	July 4 th
Labor Day (R)	1 st Monday in September
Columbus Day (F)	October 12 th
Election Day (F) (Statewide general election day in Maryland)	1 st Tuesday in November
Veterans Day (F)	November 11 th
Thanksgiving Day (R)	4 th Thursday in November

Friday after Thanksgiving Day (F)
Christmas Day (R)

4th Friday in November
December 25th

In addition to the above Schedule of Holidays, a holiday shall occur and be observed whenever such is declared by the governor of the State of Maryland or by the president of the United States.

Section 2. Pay for Select Holidays

All University Police Officers covered by this MOU who work on New Year's Day, Christmas Day, and Thanksgiving Day will receive compensation at a rate of time and one half for all hours of the shift worked.

Section 3. Day on Which Holiday is Earned

Normally, a holiday will be earned on the calendar day on which it falls. When a holiday falls on a Saturday, the employee will earn the holiday on the preceding Friday. When a holiday falls on a Sunday, the employee will earn the holiday on the following Monday. A holiday will commence at 12:01 a.m. and end at 12:00 midnight. Upon request, an employee may observe a religious holiday provided that the time off is charged to accrued vacation, personal, or holiday leave, compensatory time, or leave without pay, at the employee's choice. All such requests are to be submitted and considered consistent with University and USM policies.

ARTICLE X – WORKING CONDITIONS

Section 1. Work Schedules

The University shall have the right to implement any or all of the following 8 or 10 hour schedules for Sworn Police Officers provided: 1) an ad hoc committee is established pursuant to Article V (f) above in order to discuss alternative schedules; and 2) it gives the Union at least 28 days advance notice before a particular shift is implemented or changed. The University may also change the starting/ending times of any shift schedule provided it gives the Union at least 28 days advance notice. The 8 and 10 hour schedules are provided below.

(A) Eight (8) hour workday, inclusive of a 30-minute meal break The 8 hour shift is five days on and two days off as follows:

- (a) First Shift – 10:00 p.m. – 6:00 a.m.
- (b) Second Shift – 6:00 a.m. – 2:00 p.m.
- (c) Third Shift – 2:00 p.m. – 10:00 p.m.

The Patrol Section working an eight hour shift works a schedule with rotating scheduled days off. The rotation consists of five (5) days "on" and two (2) days "off."

First Shift –Assigned to First Shift with rotating days off

Second Shift – Rotating shift, changes every 28 days from Shift 2 to Shift 3

Third Shift – Rotating Shift, changes every 28 days from Shift 3 to Shift 2

(B) Ten (10) hour workday, inclusive of meal break. The 10-hour schedule is as follows:

Tuesday, Wednesday, Thursday, Friday
Friday, Saturday, Sunday, Monday

6:00 a.m. – 4:00 p.m.
1:00 p.m. – 11:00 p.m.
9:00 p.m. – 7:00 a.m.

28 day-cycle. Each shift consists of one squad and two sections with different regular days off (RDO).

(C) The University may also schedule officers to work Specialized Units, assigned to five-day, eight-hour shifts, Monday-Friday, Saturday and Sunday off.

(D) The University may also schedule officers to work locations within the University's Concurrent Jurisdiction, such as the University of Baltimore, assigned to eight or ten hour shifts, which may be the same or different than the schedules listed above.

(E) The University shall have the right to implement other schedules for Sworn Police Officers during Exigent Circumstances. For purposes of this Article, "Exigent Circumstances" is defined as where the University closes the campus, shifts to virtual instruction or remote work for some or all employees, suspends on campus instruction/classes, or otherwise deviates from typical operations due to COVID-19 or any other pandemic declared by the World Health Organization, significant increase in criminal activity, or any other emergency condition declared by the University's President, federal, state or local authorities. (F) For any of the above schedules:

- (i) Seniority will be considered regarding squad/shift assignments and requests for patrol officers.
- (ii) A patrol officer who wishes to transfer to a squad/shift that has a vacancy will submit an Administrative 95 form through the chain of command to the vice president for Public Safety.
- (iii) In all cases, the vice president for Public Safety can transfer persons, regardless of seniority, if the transfer would be in the best interest of the organization.

(G) The University will provide employees within fourteen (14) days advance notice prior to changing his/her work schedule. A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days worked during the workweek. Temporary changes in assignment and/or overtime hours shall not be considered a change in the work schedule of an employee. The University reserves the right to give less than fourteen (14) days' notice for exigent circumstances, when declared by the Chief of Police.

Section 2. Schedule Changes

An employee shall be given a minimum of 72 hours' notice of any change in his/her regular scheduled days off. Notice given less than 72 hours shall entitle the employee to an additional four (4) hours of compensation at the applicable rate of pay. If the work schedule permits, the employee will receive their regular scheduled day off (RDO) within the same work week, as

approved by the supervisor.

(A) The Employer reserves the right to give less than 24 hours' notice for exigent circumstances, when declared by the University Chief of Police.

(B) This Section does not apply to changes in an employee's work schedule, which is addressed in Article XI, Section 1.E.

Section 3. Scheduling of Extra-Duty Overtime

Extra-duty overtime assignments that are assigned by the Employer shall be assigned as equitably as practicable. Good faith attempts will be made to equalize overtime opportunities at each installation. Any employee being required to work mandatory overtime due to lack of staffing will be required to only work four (4) hours maximum. Lack of staffing does not constitute an emergency. Emergency Overtime is defined as any event with the high likelihood of causing serious bodily injury or property damage. In the event of an emergency, the four (4) hour maximum will not apply.

Section 4. "Doubling Back"

For employees working an eight (8) hour schedule and ten (10) hour schedule, "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than eight (8) hours apart. The University will strive to provide eight hours of rest between shifts so that Officers are better rested and can more effectively safeguard staff, faculty, students and the surrounding communities.

When doubling back results in a workweek exceeding 40 hours, an employee shall receive overtime pay for the hours worked over 40 hours.

Customary starting times of shifts may not be modified to avoid paying overtime under this section. This section does not apply: (1) if the doubling back occurs as the result of the affected employee requesting a shift change; (2) the employee voluntarily agrees to double-back; (3) if there are fewer than the required number of hours between shifts as the result of overtime that occurs after the first shift or prior to the second shift.

Section 5. Pre-approved Leave

The use of personal, annual, holiday, or vacation leave, once approved, in the normal course of business may not be revoked in whole or in part, unless an exigent situation is declared by the University Chief of Police.

Section 6. Facilities

(A) The Employer is committed to providing safe working conditions for all University of Maryland employees. The LMC may identify facilities issues to be placed on the agenda for discussion.

(B) Subject to UMB policy regarding membership and fees, all bargaining unit employees shall have 24-hour access, seven (7) days a week, to the University of Maryland fitness areas, except those days when conflicts exist with prescheduled events.

Section 7. Emergency Conditions

An "essential employee" is one who has been designated as vital to the operation of the University facility, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and wellbeing of the campus population and/or physical plant. All bargaining unit employees are required to report for duty and are designated as essential employees.

Essential employees shall be compensated at their applicable rate of pay for the hours worked

in emergency conditions. When campus emergencies result in most employees being released from reporting to duty, essential employees will also have the option of requesting alternate time off or pay at their applicable rate for the hours worked. Applicable rate of pay includes other applicable types of pay that pertain, such as on-call, call-back, shift differential, and overtime pay.

ARTICLE XI – PROMOTIONS AND TRANSFERS

The Employer shall maintain the current Police Promotional Process procedures, except as follows:

Promotional lists, which shall be provided to the FOP before it is posted, will remain active for a period of at least one year and may not be reduced or modified after publication. In unusual circumstances, the Chief of Police and Human Resources reserve the right to extend, reduce, or modify the promotion eligibility list based on business/operational needs. In these cases, the FOP will be advised of the business/operational needs necessitating the change.

ARTICLE XII – UNIFORMS AND EQUIPMENT

The Employer agrees to provide an initial supply of uniforms and equipment at no cost to the Employee. The list of initially-supplied items is attached hereto as Appendix 2. The Employer shall provide replacement uniforms and equipment at no cost to the Employee when the initial uniforms and equipment require replacement due to wear and tear and not due to the negligence of the Employee. Negligence is defined as failure to exercise reasonable care.

If an Employee resigns or is terminated, said Employee is to return the uniforms and equipment to the Department. If the uniform and/or equipment is not returned to the Department, the Department will deduct the prorated amount of uniforms and/or equipment from any compensation owed to the Employee. The Employee will be provided with a copy of the invoice reflecting the original cost of the item.

ARTICLE XIII – INCENTIVE PROGRAMS

(A) The Tuition Remission program will be continued for all Bargaining Unit Employees and their families in accordance with University and University System of Maryland policies.

(B) Attendance Reward. Every 12 months (January 1st to December 31st), if an officer has perfect attendance with no occurrences, they will receive the cash equivalent of two (2) days at straight time. The officer must be employed for the entire twelve (12) month period to receive the attendance award.

(C) Referral Bonus. Except where prohibited by law or the Board of Regents, the University may elect to provide an officer making an effective referral of a new hire a referral bonus of at least \$750.00. Referral bonuses are only available for positions where the referral bonus has been advertised in the job posting. The referral bonus, subject to required legal deductions, will be paid upon the completion of 90 days of employment by the new hire.

Sign-On Bonus. Except where prohibited by law or the Board of Regents, the University may elect to provide a newly hired employee at the rank of UPO I or UPO II with a one (1) time sign-on bonus, less required legal deductions. The University, consistent with university policy, will determine the schedule of the sign-on bonus payment, whether a one-time payment or multiple payments over time.

ARTICLE XIV – SAFETY

Section 1. General Duty

The Employer will provide, to the extent possible, safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all applicable federal, state, and local laws and regulations, and departmental safety rules and regulations. Employees shall comply with safety rules and regulations established by the Employer.

Section 2. Unsafe Condition

Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take appropriate corrective action as determined by the supervisor. When an unsafe condition is alleged to exist by FOP 141 on behalf of affected employees, or the matter referred by the employee to the supervisor is not resolved to the satisfaction of the employee, the matter will be submitted to the LMC as an agenda item for discussion during the next meeting. Matters raised herein are not subject to the grievance procedures.

ARTICLE XV – INSURANCE AND BENEFITS

Section 1. Medical Plans

The Employer will maintain the current health, including vision, and dental insurance programs and practices in accordance with USM policies.

Section 2. Wellness Program

(A) There shall be no discipline or sanctions connected with participating in a wellness/fitness program.

(B) Any such program shall not be included as part of mandatory MPCTC annual in-service training.

(C) Participation in the wellness/fitness program shall be voluntary for all bargaining unit employees.

ARTICLE XVI – PENSION

To the extent permitted by law and within the control of the University, the University will maintain in effect the current provisions of the Law Enforcement Officers' Pension System (LEOPS).

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1. General

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by FOP 141 shall have the right to file a grievance in accordance with Section 13-201 et seq., of the Annotated Code of Maryland Education Article.

Section 2. Definitions (Sec. 13-201)

(A) In general. In this subtitle, the following words have the meanings indicated.

(B) Day. "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.

(C) (1)Grievance. "Grievance" means any cause of complaint arising between a regular full-time or part-time employee and the University on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of University rules or departmental procedures over which the University management has control.

(2) "Grievance" does not include:

- (i) Complaints on the general level of wages, wage patterns, fringe benefits, or other broad areas of financial management and staffing; or
- (ii) Any cause of complaint by any employee who is not represented by an exclusive representative under Title 3 of the State Personnel and Pensions Article.

(D) University. "University" unless the context requires otherwise, means a constituent institution of the University System of Maryland. Section 3. Steps in the Grievance Procedure (Sec. 13-203)

(A) Informal resolution. The employee aggrieved and/or the Union representative shall discuss the dispute with the employee's supervisor, who shall attempt to adjust the matter informally and respond orally to the employee and/or the Union representative.

(B) Availability of procedure; number of steps. If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three (3) formal steps in the grievance procedure.

(1) **Step One.** Step one is the initiation of a complaint. Grievances shall be initiated within 30 calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in §13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the Chief of Police or designee, if Chief of Police is unavailable, for formal consideration. If the grievance is presented to the Chief of Police or designee, if Chief of Police is unavailable, within five (5) days after the receipt of the written grievance, a conference shall be held with the aggrieved or the employee's designated representative and, within five (5) days after the conclusion of the conference, a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

Both employee and Chief of Police or designee, if Chief of Police is unavailable, shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. The Chief of Police or designee, if Chief of Police is unavailable, shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If the employee or Chief of Police or designee, if Chief of Police is unavailable, feels the need for aid in arriving at a solution, campus Human Resource Services may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the Chief of Police or designee, if Chief of Police is unavailable, and the employee from responsibility for resolving the problem.

(2) **Step Two.** The appeal shall be submitted to the designated representative of the University president in Human Resource Services, within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within 10

days of receipt of the written grievance appeal and render a written decision within 15 days after the conclusion of the conference.

(3) **Step Three.** In the case of any still unresolved grievance between an employee and the constituent institution, the aggrieved employee, after exhausting all available procedures provided by the constituent institution, may submit the grievance to the chancellor, who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article, or, by mutual agreement, to arbitration. In either case, the appeal shall be submitted within 10 days after the receipt of any written decision pertaining to that grievance and issued by the constituent institution. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two (2) parties. The arbitration award is advisory to the chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all parties.

(C) Authority of chancellor or administrative law judge. The chancellor or administrative law judge, as appropriate, shall have the power to award back-pay in any grievance and the president of the constituent institution shall enforce such order. In any reclassification case in which the chancellor, administrative law judge, or designated representative, as appropriate, determines that an employee has been misclassified, the chancellor or administrative law judge, as appropriate, may award back-pay to the employee for a period not to exceed one (1) year prior to the initial filing of the grievance.

(D) Coercion, discrimination, interference, reprisal, and restraint prohibited.

(1) During any stage of a complaint, grievance, or other administrative or legal action that concerns employment by a full-time or part-time employee of the University, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of an institution solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns their University employment.

(2) An employee of an institution may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns University employment.

(3) An employee who violates the provisions of this subsection is subject to disciplinary action, including termination of employment.

Section 4. Decisions (Sec. 13-204)

A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the Board of Regents of the University, or with any applicable statute, any administrative regulation issued under appropriate statutory authority, or that otherwise delimits the lawfully delegated authority of University officials, unless prior approval has been obtained from the responsible official.

Section 5. Miscellaneous Provisions (Sec. 13-206)

(A) In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.

(B) Upon the formal or informal initiation of a grievance, an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing, or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.

(C) Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three (3) employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five (5) employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.

(D) Employee complaint forms shall be available online on the Human Resource Services website and the Department of Public Safety website .

(E) It is the responsibility of the parties to ensure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.

(F) An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.

(G) A formal grievance filed by the aggrieved employee and any request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.

(H) A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.

(I) At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.

(J) A hearing official may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.

(K) Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.

(L) It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one (1) copy of the form.

(M) A grievance may start with a complaint or request by a permanent employee.

(N) An employee may be represented at every step of the grievance procedure.

(O) An employee shall receive a copy of this grievance procedure upon employment at the University.

(P) Both parties shall make an effort to resolve the grievance at the lowest possible level.

(Q) All grievance hearings shall be open hearings unless either party requests that the hearing be closed.

(R) At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.

(S) Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.

(T) Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

Section 6. Sovereign Immunity; Satisfaction of Awards (Sec. 13-207)

(A) Defense of sovereign immunity unavailable. The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this section, or the personnel policies, rules, and regulations for classified employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.

(B) Funds provided for satisfaction of awards. The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.

(C) Awards which have not been satisfied. Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.

(D) Timeliness of satisfaction. If the University has sufficient funds available to satisfy any award under this section at the time the award is rendered, the award shall be satisfied as soon as practicable but not more than 20 days after the award becomes final.

Section 7. Step Two Grievance Decisions

A Step Two grievance decision issued by the president of the University or the president's designated representative shall be binding on the parties unless it is modified or reversed at Step Three by the Office of Administrative Hearings or by the chancellor, in the case of arbitrations.

In the event the University decides to use a different president's designated representative to hear grievances at Step Two, it should inform the Union at least fifteen (15) days before the next Step Two conference takes place.

ARTICLE XIII – DISCIPLINE/LAW ENFORCEMENT OFFICERS BILL OF RIGHTS

The parties recognize, agree, and understand that changes to state law become effective on July 1, 2022 and that pursuant to MD. Code, Pub. Safety § 3-111, neither UMB nor FOP may negate or alter the requirements of MD. Code, Pub. Safety § 3-101, et. Seq The Department agrees that, if it convenes trial board process pursuant to §3-106, it shall ensure the trial board process is comprised in accordance with law applicable at the time. The discipline of probationary employees shall continue to be governed by applicable Board of Regents policies except in instances of alleged police misconduct, which are subject to the provisions of law set forth above. The parties agree that this section does not apply to matters that are strictly confined to employee job performance and that corrective actions taken will be in accordance with Section 13-205 of the Annotated Code of Maryland Education Article.

ARTICLE XIX – LAYOFF/SEPARATIONS

The Employer agrees that prior to implementing a layoff, or a separation for budgetary reasons or a lack of work, the Employer will consider all of its reasonable alternatives. The Employer also agrees that, when possible, employees will be provided with 90 days' notice of a layoff or a separation for budgetary reasons or a lack of work. Prior to notifying specific employees that they will be subject to a layoff or a separation, the Employer will meet with the Union to discuss the relative merits of using a layoff versus separation for budgetary reasons or lack of work and to attempt to develop appropriate arrangements for affected employees, including, but not limited to, discussions regarding what positions or employees will be affected. All layoffs and separations for budgetary reasons or lack of work shall be in strict conformance with applicable law and regulation. Employees who are serving an original probationary period shall be laid off first, in order of seniority, with the employees having the lowest number of seniority points being laid off first. If necessary, employees who have completed an original probationary period shall be laid off next, in order of seniority, with the employees having the lowest number of seniority points being laid off first. For purposes of this policy, seniority points are determined pursuant to the formula set forth in USM Policy VII-1.30: Policy on Layoff for Nonexempt Staff Employees.

ARTICLE XX – WORK STOPPAGES

It shall be a violation of this MOU for FOP 141 to engage in a strike or work stoppage against the State of Maryland. FOP 141 shall forfeit its status as the exclusive representative of employees in this bargaining unit if FOP 141 engages in a strike or work stoppage against the State of Maryland.

ARTICLE XXI – PERSONNEL FILE

Section 1. Official Personnel File

Only one official personnel file shall be kept for each employee in the offices of University Human Resource Services. The Employer may also maintain employee files in the Professional Standards Section. Records of previous discipline not found in the Professional Standards Section and the official personnel file cannot be used against an employee in any future disciplinary proceedings. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

Section 2. Access

An employee and the employee's representative(s) (provided the employee has given written authorization) shall have the right to review the employee's official personnel files upon request, during normal business hours, with no loss of pay. An employee has the right to receive a copy any documents in his/her official personnel file. The employee may be required to assume reasonable costs of copying.

Section 3. Rebuttal

Employees shall have the right to timely respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response timely submitted by the employee shall be appended to the appropriate document.

Section 4. Auxiliary Files

Supervisors may keep working files, but records of previous discipline not found in the Internal Affairs Unit or official personnel file cannot be used against an employee in any future disciplinary proceedings.

Section 5. Storage/Expungement of Files

All paper/electronic files shall be kept in accordance with Maryland law.

ARTICLE XXII – SECONDARY EMPLOYMENT

The University will retain its current policies on secondary employment for the duration of this agreement.

ARTICLE XXIII – DURATION

Except as otherwise provided herein, this Memorandum of Understanding shall become effective, following proper ratification and signing by both parties, July 1, 2022 and shall remain in effect through June 30, 2025.

Either party may provide written notification to the other by six months prior to the expiration of this MOU of its desire to negotiate a successor MOU. After notification is provided, the parties shall make arrangements to commence negotiations for a successor MOU, at dates and times agreed to by the parties.

FOR THE FOP

FOR THE UNIVERSITY

William Cooper

[Signature]

Date 3 June 22

Date 6/3/2022

[Signature]

[Signature]

Date 6/3/2022

Date 06/03/2022

APPENDICES

POLICE PAY SCALE

	UPOI	UPOII	UPOIII
Step 1	\$55,500	\$59,500.00	\$69,025.00
Step 2		\$60,987.50	\$70,750.63
Step 3		\$62,512.19	\$72,519.39
Step 4		\$64,074.99	\$74,332.38
Step 5		\$65,676.87	\$76,190.68
Step 6		\$67,318.79	\$78,095.45
Step 7		\$69,001.76	\$80,047.84
Step 8		\$70,726.80	\$82,049.03
Step 9		\$72,494.97	\$84,100.26
Step 10		\$74,307.35	\$86,202.77
Step 11		\$76,165.03	\$88,357.84
Step 12		\$78,069.16	\$90,566.78
Step 13		\$80,020.89	\$92,830.95
Step 14		\$82,021.41	\$95,151.72
Step 15		\$84,071.94	\$97,530.52
Step 16		\$86,173.74	\$99,968.78
Step 17		\$88,328.08	\$102,468.00
Step 18		\$90,536.29	\$105,029.70
Step 19		\$92,799.69	\$107,655.44
Step 20		\$95,119.69	\$110,346.83

EQUIPMENT LIST

Item	Quantity
Custom Blouse Coat	1
Hat	1
Hat, Winter	1
Neck Tie	2
Raincoat	1
Dress Shirts	2
Sweater	1
Trousers	2
Mock Turtleneck	3
Winter Patrol Jacket	1
Winter Gloves	1
Winter Balaclava	1
Tacshell Pants	1
Polo Shirt - Short Sleeve - Summer	5
Polo Shirt - Long Sleeve - Winter	5
BDU Pants	5

UNIFORM ACCESSORIES

Item	Quantity
Badge	2
Chevrons	2
Collar Insignia	4
MD State Clip Pin	2
Name Plate	2
Accreditation Name Plate	2
Tie Bar w/MD Seal	2

EQUIPMENT

Item	Quantity
Baton	1
Baton Holder	1
Belt Keepers	4
Body Armor	1
Double Magazine Pouch	1
Flashlight w/Charger	1
Flashlight Holder	1
Inner Belt	1
Duty Belt	1
Handcuffs	1
Handcuff case	1
Holster	1
Pepper Spray	1
9 MM Caliber Service Weapon	1