

MEMORANDUM OF UNDERSTANDING

Between

Salisbury University (SU)

And

Fraternal Order of Police (FOP)

Sworn Police Officers Unit



**Effective July 1, 2022
To June 30, 2025**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION	2
Section 1.1 - Exclusive Representative	2
Section 1.2 - Description of Bargaining Unit; Inclusion/Exclusion of Classifications	2
Section 1.3 - Classification and Information Provided to Union	2
Section 1.4 - Integrity of the Bargaining Unit	2
ARTICLE 2 - NON-DISCRIMINATION	3
Section 2.1 - Prohibition against Discrimination	3
Section 2.2 Union Membership/Activity	3
Section 2.3 - Representation	3
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – UNION RIGHTS	3
Section 4.1 - Bulletin Board	3
Section 4.2 - Meeting Space	4
Section 4.3 - Access to Employees	4
Section 4.4 - Leave for Union Activities	4
Section 4.5 - Routine Office Supplies	5
Section 4.6 - Mail Service and E- Mail	5
Section 4.7 - Union Activity during Work Hours	5
Section 4.8 - Union Filing Cabinet	5
Section 4.9 - Distribution of Information	5
Section 4.10 - Employee Orientation	6
Section 4.11 - Exclusivity	6
ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES	6
Section 5.1 – Regular Work Hours and Regular Work Week	6
Section 5.2 – Work Schedule Changes	6
Section 5.3 – Meals	6
Section 5.4 – Timesheets	7
Section 5.5 - Temporary Work Schedule Changes	7
ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL AND CALL-BACK PAY	7
Section 6.1 - Overtime Pay	7
Section 6.2 - Overtime Work	7
Section 6.3 - No Pyramiding of Overtime	7
Section 6.4 - Call-Back Pay	7
Section 6.5 - Shift Differential Pay	8
Section 6.6 - Cancellation Compensation	8
Section 6.7 - Shift Coverage Overtime	9
Section 6.8 – Limitation of Assignment	9
Section 6.9 – Essential Pay	9
ARTICLE 7 – HOLIDAYS	10
Section 7.1 - Recognized Holidays	10
Section 7.2 - Holiday Pay	11
Section 7.3 - Holiday Leave Requests	11
ARTICLE 8 - MODIFIED DUTY	11
ARTICLE 9 – ANNUAL LEAVE	14
Section 9.1 - Accrual	14
Section 9.2 - Approval and Scheduling	14

Section 9.3 – Accumulated Annual Leave	15
Section 9.4 – Payment upon Separation	15
ARTICLE 10 – SICK AND SAFE LEAVE.....	15
Section 10.1 - Purpose.....	15
Section 10.2 - Definitions.....	15
Section 10.3 - Rate of Earnings and Accumulation	16
Section 10.4 - Use of Sick and Safe Leave	16
Section 10.5 - Verification of Absences Charged to Sick Leave; Definitions.....	17
Section 10.6 - Documentation and Abuse of Sick and Safe Leave	18
Section 10.7 - Fitness for Duty.....	19
Section 10.8 - Advanced Sick Leave.....	20
Section 10.9 - Extended Sick Leave	21
Section 10.10 – Leave Reserve Fund	23
Section 10.11 – Expenditure of Sick Leave	23
Section 10.12 – Parental Leave and Other Family Supports	23
Section 10.13 - Donation of Leave	23
ARTICLE 11 - ACCIDENT LEAVE	24
ARTICLE 12 - FAMILY AND MEDICAL LEAVE	24
ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY	24
ARTICLE 14 - ADMINISTRATIVE LEAVE.....	25
ARTICLE 15 - MILITARY SERVICE	25
Section 15.1 - General	25
Sections 15.2 - Call up to Active Military Duty During a National or International Crisis or Conflict.....	25
ARTICLE 16 – WAGES	25
Section 16.1 - Step Increase System.....	25
Section 16.2 - COLA Increase to Police Pay Scale	26
Section 16.3 - Reclassification – Master Police Officer	26
Section 16.4 – Equity Adjustments.....	27
Section 16.5 – Longevity Step.....	27
Section 16.6 – Bonus	28
ARTICLE 17 – PERFORMANCE EVALUATIONS	28
Section 17.1 - Performance Ratings	28
Section 17.2 - Expectations Meeting.....	29
Section 17.3 - End of Probation and Mid-Year Performance Evaluations.....	29
Section 17.4 - End-of-Year Evaluation	29
Section 17.5 - Appraisal of Supervisors.....	30
Section 17.6 - Deficient Performance	30
ARTICLE 18 - TRAVEL/TRANSPORTATION EXPENSE.....	30
ARTICLE 19 – HEALTH, SAFETY AND WELFARE	31
Section 19.1 - Duty for Safe Work Environment	31
Section 19.2 - Unsafe Work Conditions	31
Section 19.3 - Workplace Violence.....	31
Section 19.4 - Drug and Alcohol Use and Possession.....	32
ARTICLE 20 – PERSONNEL FILE	32
ARTICLE 21 – PROMOTIONS and DEMOTIONS	33
Section 21.1 - Pay on Promotion.....	33

Section 21.2 - Pay on Demotion.....	33
Section 21.3 - Pay on Disciplinary Demotion	33
Section 21.4 - Promotional Opportunities for Bargaining Unit Positions - Notice of Opportunity	33
Section 21.5 - Eligibility Requirements	34
Section 21.6 - Promotional Process.....	34
ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION	35
Section 22.1 – General	35
ARTICLE 23 – TRAINING.....	35
ARTICLE 24 - DISCIPLINE	35
ARTICLE 25 – GRIEVANCE PROCEDURE	36
Section 25.1 - Definition	36
Section 25.2 - Procedure	36
Section 25.3 - General Provisions.....	37
ARTICLE 26 – OTHER LEAVE	38
Section 26.1 - Jury Duty.....	38
Section 26.2 - Personal Leave.....	39
ARTICLE 27 – PROBATIONARY PERIOD AND SENIORITY.....	39
Section 27.1 - Definition of Seniority.....	39
Section 27.2 - Probationary Period	39
Section 27.3 - Break in Seniority	40
Section 27.4 - Seniority Following Reinstatement.....	40
ARTICLE 28 - INSURANCE AND BENEFITS.....	40
Section 28.1 - General	40
Section 28.2 - Open Enrollment.....	41
ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM.....	41
Section 29.1 - General	41
Section 29.2 - Referrals.....	41
ARTICLE 30 – WORK FACILITIES	42
Section 30.1 - Employee Meal Room.....	42
Section 30.2 - Lockers.....	42
Section 30.3 - Parking Facility.....	42
ARTICLE 31 - UNIFORMS AND EQUIPMENT	42
Section 31.1 - Uniforms	42
Section 31.2 - Equipment.....	43
ARTICLE 32 – TUITION REMISSION	44
ARTICLE 33 – LAY-OFFS	45
Section 33.1 - Layoff Notice	45
Section 33.2 - Order of Layoff.....	45
Section 33.3 - Seniority Points.....	45
Section 33.4 - Displacement Rights.....	46
Section 33.5 - Recall List	46
Section 33.6 - Severance Package	46
Section 33.7 - Furloughs	47
ARTICLE 34 – COURT APPEARANCES.....	47
ARTICLE 35 – ACCESS TO POLICIES.....	48
ARTICLE 36 - EXTERNAL POLICE OFFICERS	48

ARTICLE 37 - MISCELLANEOUS	49
Section 37.1 - Existing Policies and Procedures	49
Section 37.2 - Changes in Terms and Conditions of Employment	49
Section 37.3 - Savings Clause.....	49
Section 37.4 - Awards.....	49
ARTICLE 38 – STRIKES AND LOCKOUTS.....	50
ARTICLE 39 – DURATION AND EXTENSION	50
ARTICLE 40 - LABOR-MANAGEMENT ADVISORY COMMITTEE.....	50
ARTICLE 41 – ENTIRE UNDERSTANDING	51
APPENDIX A	52

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Salisbury University (Employer or University) and the Fraternal Order of Police (Union) for the purpose of promoting harmonious relationships between the University and its employees covered by this MOU. It memorializes the agreement of the parties on wages, hours, and other terms and conditions of employment for employees in the Sworn Police Officers bargaining unit at the University. It is understood that, pursuant to State Personnel and Pensions (SPP) Article §3-601, Annotated Code of Maryland, the Board of Regents (BOR) of the University System of Maryland (USM) and the employees in the bargaining unit must ratify this MOU and that agreements on issues requiring funding or approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe on any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including Title 3, SPP. In the event of a conflict between this MOU and the law, the law shall prevail.

ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION

Section 1.1 - Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to Title 3, SPP with respect to wages, hours, and other terms and conditions of employment. For employees covered by this MOU, the University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment.

Section 1.2 - Description of Bargaining Unit; Inclusion/Exclusion of Classifications

The term “employees”, “bargaining unit employees” and “employees covered by this MOU” as used in this MOU shall mean all eligible non-exempt employees in the Sworn Police Officers bargaining unit at the University.

Section 1.3 - Classification and Information Provided to Union

Upon request, the University agrees to furnish the Union—within 30 days of a new employee’s day of hire and once every 120 days—a complete list of names, titles, position classifications, unit, home and work site addresses and phone numbers, work e-mail addresses, and rates of pay of all employees in the bargaining unit. The University will also provide the Union with the names of UPOs hired and/or no longer employed within thirty (30) days of those changes. Information related to job vacancies at the University is posted on the University web site. This section is subject to Md. Code Annotated, State Personnel & Pensions Article, Section 3-2A-08.

If it is believed that the bargaining unit status of a classification has changed, the University or the Union, whichever is proposing the change, shall promptly notify the other. Following such notice, if the parties are in disagreement over whether or not the classification should be included in the unit, the parties shall meet and attempt to resolve the issue.

Section 1.4 - Integrity of the Bargaining Unit

A. The Employer retains the right to contract out services that are performed or that could be performed by employees covered by this MOU. The University understands that the Union opposes the contracting out of public services. Where the Employer decides to contract out a service that is performed by employees covered by this MOU, the Employer will provide the Union with written notice of its decision no less than sixty (60) days before the effective date of the service contract. The notice shall include the following:

1. A statement of what efforts will be made by the University to place affected employees in University positions that are vacant at the time of notice;

2. A statement of what employment possibilities are available with the contractor; and
3. A statement of which employees, if any, will be laid off as a result of the contracting out of the services. Employees who are laid off are subject to Article 33 – Lay-Offs.

B. The parties specifically agree that this Article is intended to state the complete obligation of each party with regard to bargaining over the effects of a decision by the Employer to contract out.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 - Prohibition against Discrimination

Salisbury University has a strong institutional commitment to diversity and is an Affirmative Action employer, providing equal employment and educational opportunities to all those qualified, without regard to age, ancestry, class, citizenship, color, creed, sex, disability, ethnicity, gender, genetic information, immigration status, national origin, race, religion, sexual orientation, gender identity and expression, marital status, political affiliation, labor organization affiliation or lack thereof, and/or veteran status. The University adheres to Federal and State AA/EEO laws and University System of Maryland Board of Regents Policies Section VI General Administration: VI-1.00, VI-1.50, VI-1.60.

Section 2.2 Union Membership/Activity

The parties recognize that employees shall have the right to join the Union, and while off official duty or on official release time, assist the Union freely.

Section 2.3 - Representation

The Union recognizes its responsibility as the exclusive bargaining representative for the unit and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority, control and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3, SPP, which are incorporated by reference in this MOU.

ARTICLE 4 – UNION RIGHTS

Section 4.1 - Bulletin Board

The Employer shall provide space for one lockable bulletin board, provided by the Union, in the University Police Department. This bulletin board shall be for the exclusive use of the Union. The Union shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall

ensure that posted items are not illegal, defamatory, inaccurate, partisan, or political endorsements and that no item is detrimental to the safety and security of the University. At the time of posting, the Union shall provide an informational copy of all items to the Employer.

Section 4.2 - Meeting Space

The Employer agrees, subject to availability, to provide the Union with meeting space to conduct Union related meetings provided that the Union submits a written request for the use of the space, a reasonable period in advance of the date of the meeting, and complies with all University reservation procedures including any applicable fees.

Section 4.3 - Access to Employees

For the purpose of administration of this MOU, Union representatives, officers, and staff will have reasonable access to the premises of the University and, with prior approval of the Employer, to employees covered by this MOU. In addition, with the Employer's prior approval, the Union shall have access to the University Police Building Conference Room, when available, for the purpose of membership recruitment of sworn police officers ("SPO" or "SPOs") during non-work time. Approval by the Employer will not be unreasonably withheld.

Section 4.4 - Leave for Union Activities

In each MOU year, the Employer shall credit the Union's release time account with eighty (80) hours to be allocated among employees covered by this MOU serving as Union representatives. Release time must be approved by the Chief of Police or designee and be consistent with operational needs. Release time may be used for approved Union business such as state- or area-wide committee meetings or state conventions and Union-sponsored labor relations training, provided that the leave is requested a reasonable period of time in advance of when it is proposed to be taken. A reasonable period of time for purposes of this Section is at least thirty (30) days, and the Chief of Police or designee shall respond within ten (10) days of receiving the written request. Request for release time must be made in writing to the Chief of Police or designee and must identify the purposes, date(s), and times for which the leave is requested. Such time off will not be detrimental in any way to the employee's record, including when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments.

Release time under this Section 4.4 will not be unreasonably withheld. Time spent by employees participating in collective bargaining negotiations, including any labor/management meetings as may be necessary to supplement or amend the MOU, will not be considered release time, but will be handled in accordance with the negotiation ground rules between the parties governing such negotiations.

The leave provided for in this Section is the only Union Activities Leave applicable to employees covered by this MOU. Employees covered by this MOU are not entitled to Union Activities Leave or any other leave of any nature for purposes identified in this subsection, under

any statute, regulation, policy or otherwise, and they shall not be included in the count for any such leave.

Section 4.5 - Routine Office Supplies

The identified bargaining unit employee representative, or his/her designee, may make reasonable and responsible use of designated Police Department copiers and fax machines during non-work time, provided that such use does not interfere with the Employer's operations and is used for legitimate business purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying the Union of its intent to revoke such privileges and identifying in writing for the Union the specific usage(s) which is the basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee of \$.25 per copy.

Section 4.6 - Mail Service and E- Mail

Union area staff may use internal University mail systems, including computer/electronic mail/fax, for mailings sent to employees covered by this MOU. The use of computer/electronic mail/fax is subject to the same conditions and rules of use as described in Section 4.5. Confidentiality shall be maintained subject to the Employer's security needs.

Section 4.7 - Union Activity during Work Hours

The identified bargaining unit employee representative or designee may be granted time off with pay during work hours, the total of which on a daily basis shall not exceed the representative's normally scheduled workday, for attendance at labor/management meetings, committee meetings and activities (where such meetings or activities have been jointly established by the Union and the Employer), or, for meetings called or agreed to by the Employer (where such Union representatives are entitled and required to attend the meetings).

The Union representative will provide Departmental Management with as much notice as is possible in advance of such absences. Release time must have the advance approval of Departmental Management and be consistent with operational needs.

Section 4.8 - Union Filing Cabinet

The Union shall be permitted to have a lockable Union-provided filing cabinet in the Police Department.

Section 4.9 - Distribution of Information

The Union shall be permitted to place material for distribution in proximity to the Union-designated bulletin board in the Police Department.

Section 4.10 - Employee Orientation

One Union representative shall be granted twenty (20) minutes during new employee orientation sessions organized by the Employer to meet with new bargaining unit employees who are covered by this MOU in order to make a presentation on behalf of the Union. In the event the Employer does not provide for an employee orientation, a Union representative and the new bargaining unit employee who is covered by this MOU will be allowed twenty (20) minutes, with notification to and approval of the Chief of Police, without loss of compensation, to meet during work time to discuss information pertaining to the role of the Unions.

Section 4.11 - Exclusivity

The provisions of this Article, including but not limited to the provisions allowing for access to University facilities, shall apply exclusively to the Union.

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES

Section 5.1 – Regular Work Hours and Regular Work Week

A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days in the employee's workweek. Unless modified by the Employer, the normal workweek is forty (40) hours per week. The administrative workweek for purposes of reporting work time begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday. There is no guarantee of the number of hours of work in a day or week, provided however, that an employee's weekly hours will not be arbitrarily reduced. Nothing in this Article affects the University's right to discipline, furlough or lay off employees.

Section 5.2 – Work Schedule Changes

The Employer has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comports with the Fair Labor Standards Act (FLSA) and this MOU. In the event the Employer implements a permanent change in an employee's work schedule, the Employer will provide the affected employee with fourteen (14) calendar days advance notice.

Employees may request and, in accordance with operational needs and with the approval of the Chief or Designee, be approved temporary changes in their work schedule including flextime, "make-up" time and shift changes.

Section 5.3 – Meals

Employees may take a thirty (30) minute paid break while on duty with notification to and prior approval of the supervisor. An employee working a twelve (12) hour shift may take two (2) thirty (30) minute paid breaks while on duty with notification to and prior approval of the supervisor. Employees may combine the two breaks with the prior approval of a supervisor. Employees may not observe such breaks at either the beginning or ending of their shift. Employees on break must respond as needed to emergency calls for service or other situations.

Section 5.4 – Timesheets

Employees are responsible for the completion of their timesheets and for the accuracy of any information that they provide on their timesheets. Completed timesheets must be submitted at the time designated by the Department.

Section 5.5 - Temporary Work Schedule Changes

In the event the Employer implements a temporary, foreseeable change in an employee's work schedule, the Employer will provide the affected employee with fourteen (14) calendar days advance notice.

ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL AND CALL-BACK PAY

Section 6.1 - Overtime Pay

Employees shall be paid overtime pay for any hours worked over eighty hours during a regular work-period (the employee's standard fourteen-day work-period), at a rate of one and one-half times the employee's regular hourly rate of pay. An employee's standard work week shall include paid sick, annual, holiday, administrative and personal leave as hours worked. All overtime work must be pre-approved by the employee's supervisor.

Section 6.2 - Overtime Work

The amount of overtime shall be determined by the University. Where the University decides to require overtime work prior to its commencement, the University assigns UPOs deemed capable of performing the overtime work involved with the understanding that any UPO may, with prior supervisor approval, trade such overtime with another UPO also capable of performing such work. The University will make every effort to notify UPOs of overtime as quickly as possible. Any non-routine overtime will be offered to volunteers capable of performing the work, however if no volunteer exists, the University reserves the right to schedule the mandatory overtime. No UPO will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period except under operational necessity as may be authorized by the Chief or his designee. Extra-duty overtime assignments that are assigned by the University shall be assigned as equitably as practical. Good faith attempts will be made to equalize overtime opportunities.

Section 6.3 - 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.

Section 6.4 - Call-Back Pay

Employees who have been called back to work outside of their regularly scheduled shift with less than twelve (12) hours' notice for reasons other than to work a game or to attend a

meeting, will be paid at the appropriate rate, to include any applicable overtime, for the hours worked or a minimum of four (4) hours pay at the appropriate rate, whichever is greater. Where an employee has gone home after completing a day's work or is on scheduled off duty days and subsequently is required to return to the normal place of work or any other location in order to perform a necessary task, travel time is included as work time. Additionally, such hours spent in travel shall be considered as hours worked and count toward the accumulation of overtime hours. Travel time counts toward the four-hour minimum call back time. An employee will be permitted to leave the work site with approval of the supervisor when the work assignment is completed unless the employee's scheduled work shift has commenced. There will be no duplication of hours of pay. An employee's shift will not be adjusted as a result of the employees' being called-back into work, unless the employee agrees to have his/her shift so adjusted. Call back does not apply to scheduled overtime.

Employees who have been called back to work outside of their regularly scheduled shift with less than twelve (12) hours' notice to work a game or to attend a meeting, will be paid at the appropriate rate, to include any applicable overtime, for the hours worked or a minimum of two (2) hours pay at the appropriate rate, whichever is greater. Where an employee has gone home after completing a day's work or is on scheduled off duty days and subsequently is required to return to the normal place of work or any other location in order to work a game or event or to attend a meeting, travel time is included as work time. Additionally, such hours spent in travel shall be considered as hours worked and count toward the accumulation of overtime hours. Travel time counts toward the two-hour minimum call back time. An employee will be permitted to leave the work site with approval of the supervisor when the work assignment is completed unless the employee's scheduled work shift has commenced. There will be no duplication of hours of pay. An employee's shift will not be adjusted as a result of the employees' being called-back into work, unless the employee agrees to have his/her shift so adjusted. Call back does not apply to scheduled overtime. Except as modified herein, see USM BOR POLICY VII - 4.62 - POLICY ON ON-CALL AND CALL-BACK FOR NONEXEMPT STAFF EMPLOYEES, as amended from time to time.

Section 6.5 - Shift Differential Pay

Employees covered by this MOU who work a regularly scheduled shift starting between 2:00 p.m. and 1:00 a.m. are eligible for shift differential pay as provided herein. Shifts and eligibility for shift differential are not established by the time the employee begins work but rather by when an established shift starts. Shift differential is paid at the flat rate of \$1.50/hr. for hours worked (straight time or overtime) on a qualifying shift. Partial hours of shift differential are paid to the nearest one-tenth of an hour. An employee will be paid shift differential for leave taken for hours during which an employee was scheduled to work a qualifying shift and receive shift differential as provided herein, provided that payment of shift differential for any such leave will cease after ten (10) full workdays of continuous paid leave for which there has been a shift differential payment. Except as modified herein, see USM BOR POLICY VII - 4.60 POLICY ON SHIFT DIFFERENTIAL FOR NONEXEMPT STAFF EMPLOYEES, as amended from time to time.

Section 6.6 - Cancellation Compensation

If a bargaining unit member is scheduled to work a University function or special event, outside of the employee's normal work schedule, and is notified less than eight (8) hours prior to the scheduled reporting time that he/she is not required to report due to the cancellation of the event or function for non-emergency reasons, the employee will receive three (3) hours at the straight time rate of pay. The member shall not be required to report for duty in order to receive the three (3) hours of pay.

Section 6.7 - Shift Coverage Overtime

Employees will be paid at the overtime rate for all hours worked prior to the start of their regularly assigned shift, where they are given less than eight (8) hours' notice of the requirement to report early for their regularly assigned shift.

Section 6.8 – Limitation of Assignment

No officer will be forced to work more than two major University functions in a ten (10) hour period. "Major University functions" are limited to football games, lacrosse games, and dances, where those functions require on-staff police coverage.

Section 6.9 – Essential Pay

In the event the University closes and declares an administrative leave day or partial administrative day due to weather conditions or emergency situations, essential personnel required to work during the hours the campus is closed have the options of electing to earn either administrative leave to be used at a later date, or to be paid the cash equivalent of the regular work hours of the closure, in addition to their regular hours worked. Earned administrative leave must be used within six (6) months of the event. Employees covered by the MOU who fail to report to work as directed during such circumstances, without approval by management, may not use any form of leave to cover the hours they are scheduled to work, and they may face disciplinary action, where appropriate. Except as modified herein, see USM BOR POLICY VI – 12.00 POLICY ON EMERGENCY CONDITIONS: CANCELLATION OF CLASSES AND RELEASE OF EMPLOYEES.

Any overtime hours earned under this provision will be administered per the overtime policy.

Section 6.10 – Compensatory Time

At the request of the employee and subject to Command Staff approval, overtime may be compensated in the form of compensatory time off. An employee may not accrue more than 12 hours of compensatory time at any one point in time. Where compensatory time off is granted, it is earned at the rate of one and one-half (1 ½) hours for each hour of work for which overtime compensation is required. Subject to Command Staff approval, earned compensatory time off shall be used no later than two pay periods following the pay period in which the compensatory time is earned. Compensatory time not used within this period will be paid out as overtime pay.

ARTICLE 7 – HOLIDAYS

Section 7.1 - Recognized Holidays

Employees earn eleven (11) paid holidays per year and twelve (12) holidays during years of general congressional elections. Each earned holiday is eight (8) hours in length. These holidays include the following:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
General Congressional Election Day

In addition, employees earn three (3) eight (8) hour University holidays. The actual dates of observation for paid holidays, including University holidays, vary from year to year.

Upon request and subject to the operational needs of the Department, an employee may observe a religious holiday, other than Christmas Day, provided that the time off is charged to personal leave or annual leave at the employee's choice.

Holiday guidelines are as follows:

- Holidays are credited to an employee's holiday leave bank on January 1 of each year.
- Holidays in the Police Department are prescheduled. The Employer reserves the right to assign holidays in accordance with this Article and shall make best efforts to grant the employees the days off requested, on a first-come, first-served basis, subject to operational needs. Holidays may not be carried beyond January 31st of the following year.
- Employees must use at least three days of holiday leave each calendar quarter.
- The Employer will make reasonable efforts to schedule holidays so that no employee is required to work more than two of the following three holidays on their traditional days of observance per year (holiday season): Christmas Day, Thanksgiving Day, New Year's Day.
- Employees shall forfeit any unused holiday leave at separation from employment.

- Part-time employees on at least a fifty (50) percent of full-time employment shall earn holiday leave on a prorated basis.

Section 7.2 - Holiday Pay

Employees who work on the traditional day of celebration for Christmas Day, New Year's Day, Fourth of July, Memorial Day, Labor Day and Thanksgiving Day will be paid for all hours worked on the holiday at one and one-half times their regular rate of pay.

Section 7.3 - Holiday Leave Requests

Provided the employee submits a holiday leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request.

Except as modified herein, see USM BOR Policy VII-7.30 Policy on Holiday Leave for Regular Nonexempt and Exempt Staff Employees.

ARTICLE 8 - MODIFIED DUTY

The purpose of modified duty is to facilitate the early return to work for those employees recovering from an illness, injury, or a pregnancy-related disability. Modified duty applies only to those employees who are expected to return to full duty in their previously held position.

In the event that an officer is deemed incapable of performing the full range of police duties on the basis of a documented, temporary medical restriction, he/she may, at the discretion of the Employer as provided herein, be placed on modified duty status, provided a suitable assignment is available.

Upon being placed on modified duty status, an officer will be assigned duties as limited by the medical restriction(s) imposed. Employees on modified duty status will not be required to report to work in uniform unless a determination is made by the Associate Vice President, Human Resources or designee, in consultation with the Chief and with the employee, that reporting in uniform is appropriate. The Chief may, on a case by case basis, suspend an officer's law enforcement authority during any period of modified duty.

- Modified duty assignments must be compatible with an employee's medical restrictions and are intended to support the employee's prompt return to full duty.
- Modified duty status assignments are temporary duty assignments for temporary conditions. The Department and University do not have and will not create permanent modified duty assignments.
- An employee on modified duty will not be assigned to perform duties of a level higher than the employee's regular classification.
- Modified duty employees may experience some temporary changes from their regular assignments in the areas of daily work hours, scheduled shifts, regular days off and holiday leave.

- Modified duty assignment will not alter the employee's bi-weekly salary but may affect shift differential pay.
- The modified duty assignment will be evaluated periodically and may be adjusted based upon the employee's medical progress.
- Modified duty assignments are not restricted to the employee's Department. In the event a modified duty assignment must be made outside the Police Department, the Employer will attempt to place the employee in a position which effectively utilizes the employee's knowledge, skills, and abilities.
- Employees on modified duty who need to be absent from work due to related or unrelated medical appointments will have those absences charged to sick leave, accident leave, or other appropriate leave balances.
- An employee on modified duty status must promptly notify the Chief when there are changes involving recommendations for modified duty status by certified medical providers, recovery prognosis, types of activities the employee is allowed to perform, or any other information or documentation relevant to the modified duty status.

Modified duty assignments shall not become permanent assignments and shall not exceed 180 calendar days in any 12-month period unless an exception is granted by the Associate Vice President, Human Resources or designee. Such exceptions will only be granted in extreme situations and when there is a clear prognosis that the employee, upon completion of the extension, will be able to resume his/her full duties.

A request for modified duty assignment evaluation may be initiated in writing by the employee, the employee's department head, or the Associate Vice President, Human Resources or designee, in any instance where an employee is absent from work due to illness or injury, and is not expected to or does not return to work for at least 14 calendar days.

The Office of Human Resources may require that employees who request modified duty due to injury or illness provide written authentication for a period of illness or injury which includes the following:

- The date or dates the employee was seen by the medical provider;
- A diagnosis of the illness or injury;
- Medical restrictions to be considered by management when identifying a modified duty assignment;
- Whether the medical provider recommends that the employee not report to work, the period of time involved, and the reason the illness or injury prevents the employee from working even with reasonable accommodation;
- A prognosis for recovery and an estimated date of the employee's return to full duty;
- The authorized signature of the following licensed or certified medical providers -- Physician; Physical Therapist; Clinical Psychologist; Dentist; Optometrist; Oral Surgeon; Chiropractor; Podiatrist, Nurse Practitioner; Nurse Midwife; Physician's Assistant; or an accredited Christian Science practitioner. Employees absent at least fourteen calendar days may be required to provide written authentication as cited above. Such certificate may be submitted to the Director of Human Resources or designee.

- Any medical information supplied in connection with this Article shall be treated as confidential information; any medical information supplied shall be kept in a secure file and shall not be part of the employee's personnel file.

The Associate Vice President, Human Resources or designee will determine whether an appropriate modified duty assignment exists upon consultation and coordination with the Chief, and with consideration of the medical information provided by the employee, staffing needs, and appropriate fiscal considerations.

At the expense of the University, the Associate Vice President, Human Resources may seek at any time a second medical opinion by a University named physician or other certified medical provider in the event that the medical restriction listed on the original certificate prevents the employee from performing any available modified duty assignment, to assist in determining an appropriate modified duty assignment, to verify the recovering employee's need or ability to be placed on modified duty or to continue on modified duty and/or to determine whether an employee is fit to return to full duty.

If the Associate Vice President, Human Resources or designee determines that an appropriate modified duty assignment does not exist, the employee shall remain on paid leave or leave of absence without pay, as appropriate, until such time as the Associate Vice President, Human Resources or designee can identify an appropriate placement for modified duty; the employee's condition improves sufficiently to allow a return to full duty; or other appropriate administrative action is taken.

The Associate Vice President, Human Resources or designee may terminate accident or sick leave upon the employee's refusal to accept a modified duty assignment and upon three workdays notice to the employee of the intent to terminate accident or sick leave. The Associate Vice President, Human Resources or designee may approve the use of other forms of paid leave, recommend termination of employment or place the employee on leave of absence without pay. Other administrative actions may also be applied.

Any employee who is injured in the line of duty and who refuses modified duty shall be reported to the Injured Workers' Insurance Fund, and a request shall be made for a suspension of lost time benefits.

The Associate Vice President, Human Resources, in consultation with the Chief of Police, may terminate an employee's modified duty status where the employee's medical condition has changed to the extent the employee is no longer capable of performing the modified duty; or where the employee is not performing the modified duties in a satisfactory fashion; or there is no longer a need to have the modified duties performed. In such instances, the employee will be handled as if the employee refused to accept a modified duty assignment as described above.

Where the employee's medical condition no longer requires modified duty, the Associate Vice President, Human Resources, in consultation with the Chief of Police, may return an employee, or an employee may submit a request to be returned, to full duty. Before returning to full duty from modified duty, the employee must be declared fit for duty. Where the employee

initiates the request to return to full duty, the employee's certified medical provider must declare the employee fit for full duty, and the University retains the option of requiring that its certified medical provider also deems the employee fit to return to full duty. Where the University initiates the return to full duty, the University's certified medical provider must declare the employee fit to return to full duty.

In the event of a conflict of opinion between the employee's certified medical provider and the University's certified medical provider, the University's certified medical provider prevails.

Employees receiving accident leave take precedence over employees with non-work-related injuries or conditions for assignments to modified duty status.

An employee's performance evaluation will not be adversely affected while on modified duty if the performance is satisfactory.

Except as modified herein, see USM BOR Policy VII - 7.41 – Policy on Modified Duty.

ARTICLE 9 – ANNUAL LEAVE

Section 9.1 - Accrual

Employees' annual leave accrual depends on the length of their University System of Maryland service. Leave can be used to the extent it is accrued and available. Annual leave is earned as follows and is administered per USM BOR VII-7.00 (Policy on Annual Leave for Regular Nonexempt and Exempt Staff Employees) and as updated from time to time:

Beginning with the date of employment through the completion of the 1st year: 11 days

Beginning with the 2nd year through completion of the 2nd year: 12 days

Beginning with the 3rd year through completion of the 3rd year: 13 days

Beginning with the 4th year through completion of the 4th year: 14 days

Beginning with the 5th year through completion of the 10th year: 15 days

Beginning with the 11th year through completion of the 20th year: 20 days

Beginning with the 21st year and thereafter: 25 days

Part-time employees working 50% or more earn annual leave on a pro-rated basis.

Section 9.2 - Approval and Scheduling

Approval of all annual leave requests is at the sole discretion of the Chief of Police or designee. All annual leave must be requested and authorized on a form designated by the Employer. Conflicting leave requests will be resolved on the basis of seniority. Requests for the use of annual leave will not be unreasonably denied.

For annual leave requests of five (5) days or more, provided the employee submits a leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request. Employees may request and be approved leave under this section no more than once per rolling

twelve-month period. Should such a leave request be denied, the employee may appeal the denial directly to the Chief of Police.

Section 9.3 – Accumulated Annual Leave

Employees may accumulate unused annual leave and may carry over from one calendar year to the next calendar year up to a maximum of fifty (50) workdays or four hundred (400) hours. This maximum is prorated for employees working on a part-time basis.

Section 9.4 – Payment upon Separation

An individual separating employment will be paid for any earned but unused annual leave which has been credited and is available for use on the day of separation. Payment will be made no later than two (2) paydays following separation. In the event the employee dies before annual leave payment is made, the employee's leave payout is not forfeited but is paid to the employee's spouse or other appropriate person or entity.

ARTICLE 10 – SICK AND SAFE LEAVE

Section 10.1 - Purpose

The purpose of this Article is to specify the details regarding the earning, accumulation, and use of Sick and Safe Leave. This Article is written in compliance with the University System of Maryland (USM) BOR Policy VII-7.45-Policy on Sick and Safe Leave for Nonexempt and Exempt Staff Employees, as amended from time to time and the Maryland Healthy Working Families Act of 2018, as well as USM BOR Policy VII-7.49 - Policy on Parental Leave and Other Family Supports for Staff, as amended from time to time.

Section 10.2 - Definitions

1. "Sick and Safe Leave" is paid leave earned by employees to provide protection against loss of earnings when an employee is absent for reasons covered by Section 10.4.
2. "Family Member" as used in this Article includes the following: a biological child, an adopted child, a foster child, or a stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; a child for whom the employee stands *in loco parentis*, regardless of the child's age; a biological parent, an adoptive parent, a foster parent, or a stepparent of the employee or of the employee's spouse; the legal guardian of the employee; an individual who acted as a parent or stood *in loco parentis* to the employee or the employee's spouse when the employee or the employee's spouse was a minor; the spouse of the employee; a biological grandparent, an adopted grandparent, a foster grandparent, or a step grandparent of the employee; a biological grandchild, an adopted grandchild, a foster grandchild, or a step grandchild of the employee; or a biological sibling, and adopted sibling, a foster sibling, or a stepsibling of the employee.

Section 10.3 - Rate of Earnings and Accumulation

Sick and Safe Leave is earned at the rate of fifteen (15) eight-hour workdays per year (i.e. 120 hours per year) accrued on a bi-weekly basis. Employees who work part-time (at least 50 percent, but less than 100 percent, of full-time) earn Sick and Safe Leave on a pro rata basis. Sick and safe leave may be accumulated without limit, and unused Sick and Safe Leave may be carried over from one calendar year to another. Upon retirement, accrued Sick and Safe Leave may be used as a service credit (if the employee's particular retirement plan so provides), in accordance with applicable laws and regulations.

Section 10.4 - Use of Sick and Safe Leave

Earned Sick and Safe Leave may be used if an employee is absent for any of the following reasons:

- A. Mental or physical illness, injury, or condition of the employee.
- B. A pre-scheduled and approved, or emergency medical appointment, examination, or treatment for the employee with a practitioner or provider listed in Section 10.5 of this Article that cannot be scheduled during non-work hours.
- C. Mental or physical illness, injury, or condition of the employee's Family Member, and a pre-scheduled and approved medical appointments, examinations, or treatments for a Family Member with a practitioner or provider listed in Section 10.5. of this Article that cannot be scheduled during non-work hours.
 - 1. The Chief of Police or designee may require an employee to provide certification by a medical provider as listed in Section 10.5 of this Article, to verify the need for the employee to care for the Family Member and that the employee did so.
- D. To obtain preventative medical care for the employee or the employee's Family Member.
- E. The absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's Family Member and the Sick and Safe Leave is being used:
 - 1. To obtain for the employee or the employee's Family Member:
 - i. Medical or mental health attention that is related to the domestic violence, sexual assault, or stalking;
 - ii. Services from a victim services organization related to the domestic violence, sexual assault, or stalking; or
 - iii. Legal services or proceedings related to or resulting from the domestic violence, sexual assault, or stalking;
 - 2. During the time that the employee has temporarily relocated due to the domestic violence, sexual assault, or stalking.

- F. Death of a relative
 - 1. A maximum of three (3) days may be charged to earned Sick and Safe Leave in the event of the death of a Family Member. If travel requiring the employee to stay away from home overnight is involved, a maximum of five (5) days may be charged to earned Sick and Safe Leave upon request of the employee.
 - 2. A maximum of one (1) day may be charged to earned Sick and Safe Leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.
- G. Pregnancy-related disabilities, childbirth, and immediate recovery therefrom.
 - 1. Upon written request, a female employee may use earned Sick and Safe Leave for any period of time related to temporary disability during pregnancy or related to childbirth and her immediate physical recovery after the birth.
 - 2.
- H. Birth of a child within six months after birth or placement of a child with the employee for adoption.
- I. Parental Leave, subject to the provisions of USM BOR Policy VII-7.49 - Policy on Parental Leave and Other Family Supports for Staff.

Section 10.5 - Verification of Absences Charged to Sick Leave; Definitions

- A. In order to ensure that Sick and Safe Leave is used in accordance with the provisions of this Article, the Chief of Police or designee may require an employee to submit written documentation of an illness, injury, or disability in accordance with Section 10.6 of this Article. Such a requirement shall be imposed for not more than 6 months with the ability of the Chief of Police or designee to extend the requirement for cause. The Chief of Police may require an employee who is absent more than three (3) consecutive scheduled shifts to provide written documentation of the authorized reason for the absence. In all other circumstances, where the Chief of Police or designee determines that written documentation will be required, the employee must be notified in writing in advance of the requirement. Written documentation provided by the employee must be signed personally by an accredited Christian Sciences practitioner, or by any of the following licensed or certified medical providers:
 - 1. Physician;
 - 2. Physical therapist;
 - 3. Clinical psychologist;
 - 4. Dentist;
 - 5. Oral surgeon;
 - 6. Chiropractor
 - 7. Podiatrist;

8. Certified Nurse Practitioner;
9. Certified Nurse-Midwife;
10. Licensed Clinical Social Worker;
11. Licensed Clinical Professional Counselor;
12. Optometrist;
13. Physician Assistant; or
14. Any other health care provider from whom the University's group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits pursuant to the provisions of USM BOR Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees (VII-7.50).

B. The written documentation must include but is not limited to:

1. A written statement from the medical provider indicating that the employee is required to be absent from work due to mental or physical illness, injury, or condition;
2. The duration of absence from work;
3. A prognosis of the employee's ability to return to work;
4. Title and original signature of the accredited, licensed, or certified medical provider;
5. Documentation of the birth or placement of a child with the employee for adoption or foster care; and
6. Any other information necessary to verify that the employee's use of Sick and Safe Leave is in accordance with this Article and applicable USM Policies.

C. Illness, injury of, or medical appointment for an employee's Family Members.

When the employee has been placed on notice of the need for verification of Sick and Safe Leave, the employee must submit written documentation of the need for the employee to be absent because of the illness, injury of, or a medical or other authorized appointment for an employee's Family Member, as defined in Section 10.2 of this Article. The verification documentation must include the dates of the employee's absence and must be signed personally by a practitioner or provider listed in Section 10.5 of this Article.

Section 10.6 - Documentation and Abuse of Sick and Safe Leave

1. Excessive use and/or abuse of Sick and Safe Leave may result in progressive disciplinary action up to and including termination from employment.
2. Upon direction of the Chief of Police or designee and with the concurrence of the Associate Vice President, Human Resources or designee, an employee who uses excessive amounts of or otherwise abuses Sick and Safe Leave must provide a medical

certificate signed by a qualified practitioner or provider listed in Section 10.5. of this Article to verify the use of Sick and Safe Leave.

3. When considering whether to require a medical certificate for use of Sick and Safe Leave as provided herein and in Section 10.5., the Chief of Police or designee should base the action on documentation of one or more of the following:
 1. the employee has been absent for more than three (3) consecutive scheduled shifts;
 2. the employee has had more than four (4) undocumented absences of more than four (4) hours of Sick and Safe Leave use in a twelve-month period;
 3. the employee has provided medical certification for past absences but the certification has not provided accurate information;
 4. there is a pattern to the employee's absences (e.g. consistent absences on a particular day of the week, the day before or after a scheduled holiday, or on days when projects or assignments are due);
 5. based upon observation or other relevant evidence, there are reasonable grounds to believe that the employee is not sick;
 6. the employee uses more Sick and Safe Leave than is needed for a medical appointment (verified and documented);
 7. the employee's absences are having a negative impact on his/her ability to accomplish work tasks (i.e. assignments are not completed); and/or,
 8. the Employer has other reasonable grounds to suspect that the employee is abusing Sick and Safe Leave.

Section 10.7 - Fitness for Duty

- A. When considering whether to require a medical examination and evaluation in regard to fitness for duty, the Chief of Police or designee should base his/her action on documentation of at least one of the following indicators:
 1. the employee appears unfit for duty (demonstrates some limitation of his/her ability to perform some or all of the job tasks due to illness, injury, or other disability);
 2. the employee complains of a medical condition(s) and indicates that he/she has not sought medical attention; and/or,
 3. the employee indicates that he/she cannot perform job tasks due to a medical condition.

If the Chief of Police or designee concludes that an employee is unable to regularly and routinely perform the duties and handle the responsibilities of his/her position, the Chief of Police or designee may notify the Associate Vice President, Human Resources or designee, in writing, of the circumstances surrounding the matter and request a medical examination and evaluation of the employee to determine fitness for duty. The Chief of Police or designee must provide the Associate Vice President, Human Resources or designee with supporting documentation and a job description.

The Chief of Police or designee will inform the employee, in writing, that this action is being taken.

- B. The Associate Vice President, Human Resources or designee will determine whether to refer the employee to a physician for a medical examination and evaluation. If the determination is to refer the employee to a physician, the Associate Vice President, Human Resources or designee will direct the employee to visit a physician selected by the University. The examination will be paid for by the Employer. The employee may also visit the employee's personal physician at the employee's expense.
- C. If the medical examination reveals that the employee is unable to regularly and routinely perform the duties and handle the responsibilities of the employee's position, the Associate Vice President, Human Resources or designee will place the employee on Sick and Safe Leave or will take action in accordance with the University/USM BOR policies and/or procedures on reasonable accommodation; modified duty; demotion; disability retirement (if applicable); resignation; or termination of employment.
- D. If there is a conflict between the evaluation, diagnosis, prognosis, or recommendation of the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee may require further medical examinations and evaluations of the employee by a third physician selected by the University in order to make a determination concerning the appropriate action to be taken regarding the employee's employment status at the University. The University will pay the costs of those further examinations and evaluations ordered by the Associate Vice President, Human Resources or designee.

Section 10.8 - Advanced Sick Leave

- A. An employee who sustains a temporary, recoverable mental or physical illness, injury, or condition may be eligible to borrow up to sixty (60) days of sick leave in any one calendar year. This advanced sick leave may be granted by the Associate Vice President, Human Resources or designee at the rate of fifteen (15) days for each year of the employee's completed USM/State service to a maximum of sixty (60) working days in any one calendar year. In addition, the employee must have a satisfactory record of work performance and Sick and Safe Leave usage and must have exhausted available paid leave.
- B. Advance sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of advanced sick leave shall be at the discretion of the Associate Vice President, Human Resources or designee.
- C. The employee or someone on the employee's behalf must submit to the Associate Vice President, Human Resources or designee a written request for advanced sick leave using the Human Resources Department's Advanced Sick Leave Request Form Package, as far in advance of the first requested day of leave as possible. If there is

an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5. The Associate Vice President, Human Resources or designee will notify the Chief of Police or designee of the employee's request and the Associate Vice President, Human Resources or designee will approve or deny the request. Advanced sick leave will be granted in increments of at least one (1) day. The request must include a signed agreement to repay the advance leave as provided in Section H below.

- D. An employee who is on advanced sick leave continues to earn Sick and Safe Leave and annual leave, which are applied to the employee's absences as they are earned. Personal leave and holiday leave are credited while the employee is on advanced sick leave and are applied to the employee's absences as they are credited. If a holiday occurs during a period of advanced sick leave, the day is considered a holiday and not an advanced sick leave day. Worksite closures because of weather or emergency conditions do not reduce advanced sick leave usage.
- E. The Associate Vice President, Human Resources or designee will not approve a request for advanced sick leave if the illness, injury, or disability occurred on the job and the employee has been granted accident leave or temporary total disability benefits by the Worker's Compensation Commission.
- F. The Associate Vice President, Human Resources or designee will not approve a request to use advanced sick leave for illness or death in an employee's family.
- G. The Associate Vice President, Human Resources or designee may require an employee who is on advanced sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature or extent of the illness, injury, or disability and the length of time necessary for recovery and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee will choose which report to use as a basis for action. The University will pay the costs of any examination ordered by the Associate Vice President, Human Resources or designee. The decision of the Associate Vice President, Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.
- H. Advanced sick leave is a debt that must be paid back to the University/USM upon the employee's return to work or upon the employee's separation from employment, whichever occurs first. Upon returning to work, the minimum rate of repayment is one-half of the rate at which the employee earns Sick and Safe Leave and annual leave. The employee may also elect to repay the University/USM by applying any earned leave to the debt or by reimbursing the University/USM with cash.

Section 10.9 - Extended Sick Leave

- A. An employee who sustains a temporary, recoverable mental or physical illness, injury, or condition, or serious disability and has completed at least five (5) years of USM and/or State service may request extended sick leave, which may be granted by the Associate Vice President, Human Resources or designee. The cumulative total of extended sick leave that may be approved throughout an employee's entire USM/State service is twelve (12) work months (52 workweeks). The employee must have a satisfactory record of work performance and sick leave usage and must have exhausted all available paid leave, including advanced sick leave.
- B. Extended sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of said leave shall be at the discretion of the Associate Vice President, Human Resources or designee.
- C. The employee or someone on the employee's behalf must submit to the Associate Vice President, Human Resources or designee a written request for extended sick leave using the Human Resources Department's Extended Sick Leave Request Form Package as far in advance of the first requested day of leave as possible. If there is an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5. The Associate Vice President, Human Resources or designee will notify the Chief of Police or designee of the employee's request and the Associate Vice President, Human Resources or designee will approve or deny the request. Extended sick leave will be granted in increments of at least one (1) day.
- D. An employee who is on extended sick leave continues to earn sick leave and annual leave, which are applied to the employee's absence as they are earned. Personal leave and holiday leave is credited while the employee is on extended sick leave and is applied to the employee's absences as they are credited. If a holiday occurs during a period of extended sick leave, the day is considered a holiday and not an extended sick leave day. Worksite closures because of weather or emergency conditions do not reduce extended sick leave usage.
- E. The Associate Vice President, Human Resources or designee will not approve a request to use extended sick leave for illness or death in an employee's family.
- F. The Associate Vice President, Human Resources or designee may require an employee who is on extended sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature and extent of the illness, injury, or disability; the progress toward recovery; the length of time necessary for recovery; and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee will choose which report to use as a basis for action. The University will pay the cost of any examinations ordered by the Associate Vice President, Human Resources or designee. The decision of the Associate Vice President, Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.

- G. Extended sick leave is leave with pay that does not have to be paid back to the University/USM after the employee returns to work or separates from employment.

Section 10.10 – Leave Reserve Fund

Employees shall have access to the USM Leave Reserve Fund pursuant to USM BOR Policy VII – 7.11 Policy on Leave Reserve Fund for Regular Status Nonexempt and Exempt Staff Employees, as amended from time to time.

Section 10.11 – Expenditure of Sick Leave

Whenever an employee uses up all accumulated leave of any kind, including Family Medical Leave, if eligible, and does not return to work, the employee may be subject to termination of University employment.

Section 10.12 – Parental Leave and Other Family Supports

The USM BOR Policy VII—7.49 Policy on Parental Leave and Other Family Supports for Staff, as approved by the Board of Regents, June 22, 2012, and last amended on June 22, 2019, as amended from time to time is intended to support USM staff in balancing professional and family demands during and after the birth or adoption of a child through measures to promote a “family-friendly” environment on each USM campus. These measures include the establishment of a minimum assured period of paid parental leave of sixty (60) work days and the availability of lactation facilities on each campus. To this end, Salisbury University will adhere to all provisions within the policy as it is updated from time to time.

Section 10.13 - Donation of Leave

A. An officer may donate up to 180 hours of accumulated sick leave directly to another officer within the bargaining unit, so long as the donation will not leave the officer making the donation with a sick leave balance of less than two hundred forty (240) hours after the donation. Any such donation must be pre-approved by the Chief of Police. Any decision of the Chief of Police with regard to donation of leave is final and is not subject to the grievance procedure.

B. In order to receive a donation of sick leave, an officer must have exhausted all forms of leave of any kind and be requesting donated leave for the treatment of or recovery from the officer’s critical illness or the care associated with an officer’s parent, spouse or child for treatment of or recovery from a critical illness. Critical illness will be defined as a life-threatening or disabling medical condition or injury.

C. The total amount of leave an officer may receive under this provision during the officer’s tenure of employment with the University is seven hundred fifty (750) hours.

D. The University may require the officer receiving the donation to provide documentation supporting the need for a donation and use of leave under this Section.

E. This Section 10.13 shall remain in effect only during the term of this MOU, and shall expire upon the expiration date of this MOU as defined in Article 39. This Section 10.13 shall not be part of any successor MOU, or any renewal or extension of this MOU, absent written mutual consent of the parties.

ARTICLE 11 - ACCIDENT LEAVE

Accident leave is leave in which the employee receives two-thirds of his/her regular pay that is granted to an employee who sustains an accidental injury 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. Only employees who are appointed on a regular basis and who are otherwise eligible for leave shall be eligible for accident leave. Accident leave is administered in accordance with USM BOR Policy VII-7.40, Policy on Accident Leave for Exempt and Nonexempt Employees, as amended from time to time. An employee who is injured while at work and is unable to return to work as a result of the work accident may be eligible to receive up to six months of accident leave. Accident leave may be granted for up to an additional six (6) months if a physician selected by the University certifies that the employee continues to be disabled. In addition, an employee has the right to file a claim with the Workers' Compensation Commission. For an employee to be eligible to receive consideration for accident leave, the following criteria must be met:

1. The injury is within the guidelines of the Maryland Workers' Compensation Act.
2. The employee reports the injury immediately to his or her supervisor and promptly completes the necessary incident report forms. (The employee's supervisor is responsible for submitting a report of the accident to the Office of Human Resources or designee within twenty-four (24) hours following the injury.)
3. Within three (3) workdays of the injury, a physician must examine the employee and certify the employee is disabled.

ARTICLE 12 - FAMILY AND MEDICAL LEAVE

An employee may be eligible for a maximum of twelve (12) weeks (60 days) of paid or unpaid Family and Medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act (FMLA) of 1993 and USM BOR Policy VII-7.50 – Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees, as it is updated from time to time. See also USM BOR Policy VII-7.49 - Policy on Parental Leave and Other Family Supports for Staff (approved by the Board of Regents June 22, 2012, and last amended June 21, 2019), as amended from time to time.

ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY

Employees may take leave of absence without pay in accordance with the provisions of USM BOR Policy VII 7.12 – Policy on Leave of Absence Without Pay for Nonexempt and Exempt Staff Employees, (May 1, 1992, last amended October 9, 2015), as amended from time to time.

ARTICLE 14 - ADMINISTRATIVE LEAVE

Employees in the bargaining unit, at the discretion of the Employer, may be permitted or required to use administrative leave with pay as follows:

1. To participate in union business in accordance with Article 4, Section 4.4 for participation in Union Activities.
2. For purposes determined by the Employer to be in the best interest of the University, in accordance with USM BOR Policy VII- 7.20 – Policy on Administrative Leave for Nonexempt and Exempt Staff Employees, as amended from time to time.

ARTICLE 15 - MILITARY SERVICE

Section 15.1 - General

An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave. This Section shall be applied in accordance with USM BOR Policy VII-7.23 - Policy on Military Leave with Pay for Nonexempt and Exempt Staff Employees, as amended from time to time.

Sections 15.2 - Call up to Active Military Duty During a National or International Crisis or Conflict

Leave due to call up to active military duty during a national or international crisis or conflict will be in accordance with applicable USM BOR policy.

ARTICLE 16 – WAGES

Section 16.1 - Step Increase System

Each Member shall be compensated according to the Police Pay Scale, attached as Appendix A.

Section 16.1(a) – First Year of MOU

In the event that the USM grants merit increases to employees in the first year of this MOU (July 1, 2022 – June 30, 2023), in lieu of receiving said merit increase, each member shall

move one (1) step on the Police Pay Scale, attached as Appendix A, effective the first pay period following the date on which the USM makes such increases effective, provided that funding is available and the employee's performance is satisfactory or better on their last prior performance evaluation.

The University shall include a sufficient funding request for step increases in its budgetary submission each fiscal year covered by the MOU. The step increase described in this Section 16.1(a) shall occur only if the Maryland General Assembly and the USM approve and provide merit funding.

For the sake of clarity, this Section 16.1(a), and the step movement described herein, shall not apply to the second or third year of the Agreement.

Section 16.1(b) – Second Year of MOU

In the second year of the Agreement (July 1, 2023 – June 30, 2024), each member shall move one (1) step on the Police Pay Scale, attached as Appendix A, effective on July 1, 2023. Members shall not be entitled to any merit increase, or step movement associated therewith, granted to employees by the USM in the second year of this Agreement. However, Section 16.5 – Longevity Step, will be applied according to its terms.

Section 16.1(c) – Third Year of MOU

In the third year of the Agreement (July 1, 2024 – June 30, 2025), each member shall move one (1) step on the Police Pay Scale, attached as Appendix A, effective on July 1, 2024. Members shall not be entitled to any merit increase, or step movement associated therewith, granted to employees by the USM in the third year of this Agreement. However, Section 16.5 – Longevity Step, will be applied according to its terms.

Section 16.2 - COLA Increase to Police Pay Scale

Subject to approval and funding by the Maryland General Assembly, a cost of living adjustment will be applied to all steps of the Police Pay Scale attached as Appendix A at the same time and in the same amount and/or percentage as any cost-of-living adjustment (COLA) given to other regular University employees during the period covered by this MOU.

Section 16.3 - Reclassification – Master Police Officer

Upon completion of the three (3) most recent consecutive years as a UPO II with a performance evaluation of at least "meets standards" in each category, a bargaining unit member is eligible to take a proficiency test for reclassification within the UPO II structure (two step salary increase). In addition to the three-year requirement, a bargaining unit member shall meet the below listed qualifications.

1. During the previous 12 months, a member shall not have received departmental discipline.
2. During the previous 12 months, a member shall not have been placed in the University's "one day sick leave program."

An eligible Member may take the test only one time during each fiscal year when the test is offered. (A fiscal year is the period from July 1 in any year through June 30 of the following calendar year.) Upon successful completion of the proficiency test, with a passing score of 75% or higher, the Member will be reclassified. This reclassification in rank under these conditions may only occur once during the employee's tenure with Salisbury University.

While the University welcomes suggestions and input from the Union and from members regarding the information that the proficiency test is intended to cover, the actual questions included in the proficiency test for eligibility to be reclassified remain within the sole discretion of the University. The University shall ensure that all issues surrounding the test meet with the standards recognized by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The University will offer the proficiency test at least once each fiscal year and it shall be within the University's sole discretion when and how many times during a fiscal year to offer such test.

Section 16.4 – Equity Adjustments

(a) The University shall perform an equity study for each rank in the bargaining unit covering all bargaining unit members. The results of the study shall be provided to the FOP and shall remain confidential, subject to applicable law. Any equity study performed and provided prior to the effective date of this Agreement shall constitute performance under this section of the Agreement. Neither the University's agreement to perform an equity study, nor the performance of an equity study, will in any manner, alter the terms of Section 16.4 (b) below.

(b) During the effective dates of this MOU, the University shall, in its sole and absolute discretion, have the right, but not the obligation, to make equity adjustments to the pay rate of individual bargaining unit members, except that any such equity adjustment by the University shall place a member on an existing classification and step as provided for in Appendix A. So that it may provide comment, the University shall notify the FOP of its intent to make any such equity adjustment two weeks prior to the adjustment taking effect. However, while the FOP may provide comment concerning any such equity adjustment, the FOP shall have no right to bargain over the decision to grant an equity adjustment nor the amount of any such adjustment.

For the sake of absolute clarity, nothing in this Section shall constitute an obligation on the part of the University to bargain over nor make equity adjustments to the pay rate of any bargaining unit member at any time. Further, this Section is not subject to the grievance provision of this Agreement.

Section 16.5 – Longevity Step

The longevity step increase provided for in this section is a one-time increase that is expressly conditioned on USM's grant of merit pay increases to its employees during the term of this

MOU. Absent the USM's grant of merit pay increases during the term of this MOU, no employee shall be eligible for a longevity step increase as defined below.

For the purposes of this section, "longevity anniversary date" means the date on which the employee will have achieved 10 or 15 years of service with the Department.

An employee who has achieved a longevity anniversary date as of the effective date of a merit increase, as provided for in Section 16.1, or will achieve a longevity anniversary date during the fiscal year in which the effective date of a merit increase takes place, as provided for in Section 16.1, shall be entitled to move one step in the attached wage scale as of the date the merit increase is given.

Such longevity step shall be in addition to any step increase granted pursuant to Section 16.1 of this MOU.

The University shall include a sufficient funding request for a longevity step in its budgetary submission to the USM for applicable years covered by the MOU. The longevity step increase described in this section, however, shall occur only if the Maryland General Assembly and the University System of Maryland approve and provide merit funding for longevity step increases.

Section 16.6 – Bonus

During the term of this Agreement, Employees shall receive any lump-sum bonus granted to all employees by the USM. The bonus shall be paid only if the Maryland General Assembly and the USM approve and provide funding for said bonus.

ARTICLE 17 – PERFORMANCE EVALUATIONS

Section 17.1 - Performance Ratings

Employees shall receive a written performance evaluation at the following intervals.

- Mid-way through the initial probationary period;
- At the end of the initial probationary period;
- Annually thereafter (normally March/April).

The purposes of the performance evaluation are to provide a means by which to document performance; to ensure that employees are performing at acceptable levels; to establish a procedure for improving performance and correcting performance problems should they occur; and, to provide the opportunity for management and employee communication on performance.

An employee shall be rated on the achievement of performance objectives and standards established by the Department and reviewed with the employee by the Chief or designee (the evaluating supervisor) during the annual expectations meeting as well as employee performance related to an established set of performance factors, established by the Employer and discussed with the employee at the expectations meeting.

An employee shall receive one of the following ratings:

- Above Standards
- Meets Standards
- Below Standards

In addition to a formal written annual performance review, employees will also receive an informal mid-year performance review. A summary of the mid-year performance review will be prepared by the Chief or designee, and a copy will be provided to the employee.

Section 17.2 - Expectations Meeting

Each year (normally March/April), an employee will meet with the Chief or designee who will be responsible for conducting the employee's performance review for the upcoming year.

At the expectations meeting, the Chief or designee and the employee will discuss the specific performance factors for which the employee will be held accountable, and the employee and the Chief or designee will establish the employee's performance objectives and standards for the upcoming year. The expectations meeting will be documented in writing to include a review and update of the employee's Position Information (PI) and will be signed by both the Chief or designee and the employee. The employee will be given a copy of the PI.

An expectations meeting will also be held with each employee at the time of hire.

Section 17.3 - End of Probation and Mid-Year Performance Evaluations

When the employee's probationary period ends, the Chief or designee, with input if applicable from the supervisor to whom the employee is assigned, will prepare a written performance evaluation of the employee. The performance evaluation shall address both an evaluation of the employee's performance and a performance improvement plan, as needed.

The employee and the Chief or designee will meet to discuss the performance evaluation, and will document in writing the results of the evaluation, including:

1. An overall performance rating.
2. Any modifications made to the employee's job description;
3. Individual performance factors established by the Chief or designee that will assist the employee in accomplishing the employee's overall objectives for the next evaluation period; and,
4. Any training needs established.

Where an employee's performance is below Meets Standards, the Chief or designee will also conduct a mid-year or more frequent evaluation with the employee, as needed.

Section 17.4 - End-of-Year Evaluation

The end-of-year evaluation shall be based on those performance factors and objectives and standards established at the expectations meeting and shall include the following:

1. An overall performance rating;
2. Modification of the employee's job description (if applicable);
3. Individual performance factors established by the Department Head or designee that will assist the employee in accomplishing the employee's overall objective for the next evaluation period;
4. Recommendations for training as appropriate; and
5. A written self-assessment prepared by the employee, if they so desire.

The performance evaluation requires the approval of the evaluating supervisor's supervisor or the Chief. The approval should be secured prior to the end-of-year evaluation meeting with the employee.

The evaluating supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. The employee must sign the evaluation and a copy will be placed in the employee's personnel file. A statement of an employee's comments and/or objections to an evaluation may be attached and put in the employee's personnel file.

Annual Performance evaluations of Meets Standards or above may only be grieved through Step 2 of the grievance procedure; overall performance evaluations of Below Standards may be grieved through the entire grievance process. Informal mid-year performance reviews are not grievable.

Section 17.5 - Appraisal of Supervisors

Employees may anonymously evaluate on an annual basis, in writing, on a form provided by the Employer, the Chief or evaluating supervisor. Employee evaluations of the Chief or evaluating supervisor will be submitted to the Associate Vice President, Human Resources for processing who will share the results with the Chief and applicable Vice President.

Section 17.6 - Deficient Performance

If at any time an employee's performance is considered to be at a level which fails to meet standards, the employee's supervisor shall notify the employee in writing as soon as possible. Unless the deficient performance occurs late in the evaluation period, the notice of deficient performance should be given sufficiently in advance of the employee's annual evaluation so that the employee is afforded the opportunity to attempt to improve performance to a meets standards level.

ARTICLE 18 - TRAVEL/TRANSPORTATION EXPENSE

All travel must be documented and pre-approved by the Chief of Police or designee.

Vehicle use, mileage and reimbursement for travel related expenses, including per diem meal reimbursement, are governed by the University's Travel Policy and Regulations.

The Accounts Payable office will make reimbursement for travel. Itemized expense forms must be completed and submitted with the necessary receipts to Accounts Payable within thirty (30) days following travel, or within ten (10) days following travel for employees who received travel advances. Expense forms will be reviewed by the Accounts Payable Department for correctness and compliance with the University's Travel Policy and Regulations.

The cost of hotel accommodation is reimbursed on the basis of receipts for a single-room rate.

ARTICLE 19 – HEALTH, SAFETY AND WELFARE

Section 19.1 - Duty for Safe Work Environment

The Employer and all employees covered by this MOU shall comply with all safety rules and regulations established by the Employer, as well as all applicable safety-related laws and regulations.

Section 19.2 - Unsafe Work Conditions

When an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who, in consultation with the Chief, shall take whatever necessary corrective action the Department deems appropriate. Where the matter is not resolved to the satisfaction of the employee, the employee may request a review by the University's Environmental and Safety Manager, who shall take all measures he or she deems appropriate to promptly respond to the employee's complaint and who shall inform the employee and the employee's supervisor of the results of his findings and recommendations in writing.

Section 19.3 - Workplace Violence

The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The safety and security of staff, faculty, students and visitors are of vital importance. Violent or threatening behavior directed at staff, faculty, students or visitors, oneself, or property will not be tolerated. This Article applies to any acts of violence or threats made on University property, at University events, or under circumstances that would negatively affect the University's ability to conduct business and to provide a safe working environment to the employees. Included in this prohibition are such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols, that a reasonable person would perceive to be threatening, and which infringe upon the Employer's right or obligation to provide a safe workplace for its employees, students and visitors. This Section shall not be construed to apply to an employee who uses reasonable force in the performance of his or her duties, but does not preclude the review of the use of such force under other applicable laws and regulations.

Section 19.4 - Drug and Alcohol Use and Possession

The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the USM BOR Policy VII-1.10 – Policy on a Drug and Alcohol-Free Workplace for Employees, as amended from time to time, as well as all applicable laws, policies, procedures and programs dealing with alcohol and controlled dangerous substances, including the Police Department's Policy and Procedure on Intoxicants, Drugs and Narcotics and the Department's Drug Testing and Alcohol Testing Programs. Unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol by employees in the workplace is prohibited. It is, however, recognized that employees may be properly in possession of alcohol and controlled substances in the normal course of their duties.

Reporting to work under the influence of controlled substances or alcohol is also prohibited.

In addition to any legal penalties under federal and state law, employees found to be in violation of this provision may be subject to appropriate internal disciplinary proceedings as provided for by law and University policy.

ARTICLE 20 – PERSONNEL FILE

Official personnel files are kept in the Office of Human Resources. Employees who wish to view their official personnel record must complete and submit to the Office of Human Resources a request to view/copy personnel file form. All files shall be reviewed in the Office of Human Resources in the presence of the Associate Vice President, Human Resources or designee. An employee request for an appointment to view their official personnel file will be scheduled and held within one week of the date of the request, unless circumstances prohibit. At the time of review, employees may be required to initial and date all records in the file.

Any written complaints concerning an officer will be forwarded to the Chief of Police for appropriate disposition.

Any requests for copies from the personnel file may incur a copying cost of \$.25/per page for each page copied over ten (10) pages.

Official personnel files are confidential to the employee and the University. They will not ordinarily be released to anyone outside the University unless the employee supplies a signed written authorization releasing the file (or part of it) on a form provided by the University or unless required by law. The University may require that the authorization be notarized and that the delegate provide proof of identification.

All records in the official personnel file are available for the employee's review.

Working copies of personnel files may be kept in the office of the Chief of Police or designee, and are not subject to review.

All requests for verification of employment for current or former employees are to be directed to the Office of Human Resources, and all requests for references shall be referred to the Chief of Police.

ARTICLE 21 – PROMOTIONS and DEMOTIONS

Section 21.1 - Pay on Promotion

Upon promotion from a UPO II to a UPO IV, the salary for an employee shall be increased in the new pay grade by six percent (6%). However, should the percentage increase calculation result in a salary not associated with a step in the new pay grade in the pay table, the new salary will be set at the step immediately higher than the calculated amount. Under no circumstance shall the new pay rate exceed the maximum of the new grade.

Section 21.2 - Pay on Demotion

Upon demotion, should the maximum pay rate in the lower grade be greater than the pay rate currently paid to the employee, the employee's current rate will remain unchanged. If the employee's pay rate before demotion is above the maximum appropriate new grade, the employee's pay rate shall be reduced to the maximum of the appropriate new pay grade.

Section 21.3 - Pay on Disciplinary Demotion

If demotion is the result of disciplinary action, pay shall be reduced to the maximum step of the next lower grade, or by six percent (6%), whichever is the greater reduction. Should the percentage reduction calculation result in a salary not associated with a step in the new lower grade, the new salary will be set at the step immediately lower in the new lower grade than the calculated amount.

Section 21.4 - Promotional Opportunities for Bargaining Unit Positions - Notice of Opportunity

A promotional opportunity is an opportunity for advancement into a higher ranking bargaining unit position within the Police Department. When a promotional opportunity exists for a bargaining unit position within the Police Department, which the University intends to fill, the Department will post the opportunity internally, on a bulletin board in the University Police building, for a period of no less than ten (10) working days and via e-mail to all unit employees. The position announcement will identify the position by the title, and shall include the minimum qualifications and skills necessary for the position in accordance with USM Job Class Specifications. The announcement will also state how and where to apply and the closing date for receipt of internal applications, which shall not be less than ten (10) working days from the date of the initial posting. Where no employee covered by this MOU applies for the promotional opportunity during the ten (10) working day period, or all who respond are precluded under the Article from eligibility or are not qualified, the position will then be advertised and filled externally. Under special circumstances, at the request of the Chief of Police, and with the

concurrence of the Associate Vice President, Human Resources, a position may be posted internally and advertised publicly concurrently; the Employer will notify the Union when it elects to proceed in this fashion.

Section 21.5 - Eligibility Requirements

Any employee may submit an application for a promotional opportunity. The University shall create an eligibility list comprised of employee applicants qualified for the position. In order to be placed on the list, an employee must:

- Have completed any probationary period associated with the employee's job classification;
- Have not been required to provide verification for Sick and Safe Leave use, pursuant to Article 10.5 A of this MOU, within six (6) months of the date of the application;
- Be in good physical condition; an employee who is currently on modified duty status or on leave must provide documentation verifying he/she will return to work on full duty status within forty-five (45) days of the posting of the notice, unless the modified duty restriction of the employee does not prohibit the employee from performing the required tasks of the job. Documentation verifying eligibility to return to work on full duty status must be attached to the employee's application materials when delivered to the Office of Human Resources.
- Have received a rating of "meets standards" or better on the employee's evaluation immediately preceding the date of the employee's application.
- Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skills necessary to perform the duties of a position must be evident and clearly documented for any individual applying for a promotional opportunity.

Section 21.6 - Promotional Process

The University shall design the promotional process applicable to any particular promotion or promotions. Any such process used will be based upon merit principles and will be reviewed and approved by the Office of Human Resources prior to the promotional announcement. The promotional announcement will include a specific explanation of the process to be used for the particular promotion. At a minimum the promotional process will include the following factors:

- a. written examination
- b. oral interview
- c. work history and job performance (including prior evaluations)
- d. educational background
- e. job related training/certifications

Selection of the successful qualified candidate shall be based on the factors included in the promotional process and is solely within the discretion of the Chief of Police with the review

of the Office of Human Resources and approval of the Vice President of Administration and Finance.

ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION

Section 22.1 – General

A Job Specification is a statement of the essential components of a job classification including a summary of the work to be performed, primary duties and responsibilities of the job and the minimum qualifications and requirements necessary to perform the essential functions of the job. The Office of Human Resources maintains USM Job Specifications for nonexempt positions. Because these specifications are system-wide, they cannot be changed, deleted, or amended without the approval of the USM office. Job specifications are available in the Office of Human Resources and on the USM website.

A job description is the statement of the actual job duties and responsibilities that an employee performs. It is more detailed and specific than the Job Specification. Employee job descriptions are developed in accordance with USM Job Specifications. A Position Information Form (PI) is used to record an employee's actual duties and responsibilities.

The Employer retains the right to change an employee's job duties, job description and job specification. Upon initial employment and upon each significant change in duties and/or job classification thereafter, an employee will be furnished a copy of his/her job description. Job descriptions will be updated as frequently as the Employer deems necessary and appropriate to reflect current duties. Employees will be provided an opportunity for input. Each year, to coincide with the performance evaluation process, each employee's PI will be reviewed and updated as appropriate.

ARTICLE 23 – TRAINING

The Employer will determine and establish the training needs of the employees covered by this MOU, which will be consistent with the Maryland Police and Correctional Training Commission guidelines. Additional or advanced training involving specialized functions will be assigned after all officers have had an opportunity to apply for the training. Assignment to the training will be done competitively. Employees will be paid for time spent in University-required or approved training consistent with the provisions of this MOU and the FLSA. The Department will pay any pre-approved fees associated with Department required or approved training. An employee who is scheduled for a training day will not ordinarily be scheduled to work the shift immediately before or after the training. The Department will use reasonable efforts to assign officers to required training on days that the officers are scheduled to work day shift (7am to 7pm), or on days immediately preceding the night shift (7pm to 7am), provided that the Department can assign training days as needed to fulfill training requirements.

ARTICLE 24 - DISCIPLINE

The parties recognize, agree, and understand that the Maryland Police Accountability Act of 2021 (MPA) applies to the employees covered by this MOU and that nothing in this MOU is intended to alter, amend, or modify any rights, duties, or responsibilities that the MPA provides or imposes on the Employer or the employees covered by this MOU. The parties further recognize, agree, and understand that the procedures set forth in the MPA are the sole and exclusive procedures for resolving matters subject to the MPA and no aspect of any matter subject to the MPA is subject to the grievance procedures contained in Article 25 of this MOU.

ARTICLE 25 – GRIEVANCE PROCEDURE

Section 25.1 - Definition

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this MOU. Any complaint, grievance, or disciplinary issue subject to procedures established by State law or regulations, including those complaints under Sections 13-301 *et. seq.* of the Maryland Education Article or the USM BOR VII – 8.00, are not subject to this procedure. As to any other complaints concerning the interpretation or application of this MOU, this procedure shall be the only process for resolving such complaints.

In the event of a grievance relating to compensation, the authority of the administrative law judge is limited to an award of back pay or other retroactive adjustment to no earlier than the beginning of the fiscal year in which the grievance was filed.

Section 25.2 - Procedure

If an officer is involved in Title IX sexual misconduct investigations, the procedures in the University's Policy and Procedures Prohibiting Sexual Misconduct (as amended from time to time) apply and not the procedures of Article 25. An officer who is under investigation for sexual misconduct under Title IX shall have the rights afforded to him/her under the MPA. A copy of the University's Title IX policy shall be made available upon request to any member.

The University and FOP shall follow the procedures set forth in USM BOR – VII – 8.00 - - Policy on Grievances for Nonexempt and Exempt Staff Employees, as amended from time to time, except as modified herein.

A grievance shall be presented and adjusted in the following manner:

Step One: Within thirty (30) calendar days after the event giving rise to the grievance, or within thirty (30) days of the time when the employee should reasonably become aware of its occurrence, the aggrieved employee or the employee's designated representative acting on behalf of the employee, may file a written and signed grievance with the Office of Human Resources. Within fifteen (15) days of receipt of the written grievance, the Department Head or the Department Head's designee will hold a Step One Conference on the grievance. The

Department Head or designee, as appropriate, will issue a written decision on the grievance within fifteen (15) days following the close of the conference.

Step Two: If the employee is not satisfied with the Step One decision, the employee or the employee's designated representative, acting on behalf of the employee, may appeal to the Office of Human Resources within fifteen (15) days of receipt of the Step One decision. Upon timely receipt of an appeal, the Associate Vice President, Human Resources or designee, the aggrieved employee and the employee's designated representative where applicable, will hold a Step Two Conference on the grievance within fifteen (15) days of receipt of the appeal. The Associate Vice President, Human Resources or designee, as appropriate, will issue a written decision within fifteen (15) days following the close of the conference.

Step Three: If the employee is not satisfied with the Step Two decision, the employee or the employee's designated representative, acting on behalf of the employee, may, within twenty (20) days after receipt of the Step Two decision, appeal the Step Two decision to the Chancellor, who has delegated such matters to the Office of Administrative Hearings (OAH). The decision of the OAH is final and binding on all parties except to the extent an appeal is otherwise provided by law.

The Administrative Law Judge (ALJ) shall have the power to award back pay in any grievance and the University President shall enforce such order. In a reclassification case, an award of back pay may be made to the employee for a period not to exceed one year prior to the initial filing of the grievance and as otherwise consistent with the provisions of this MOU.

Section 25.3 - General Provisions

1. As used in this Article "days" means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or day of holiday observance under this MOU, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits of the processing of grievances are intended to expedite dispute resolution and, if not extended, must be strictly observed.
2. A failure by University management to provide a response in the time required shall be deemed a denial of the grievance from which an appeal may be taken.
3. Whenever an employee chooses to be represented by a union at a grievance proceeding, an official non-University employee FOP representative will be the only permitted representative. Employees otherwise may choose different individuals to assist with the proceedings. For purposes of this Article, the Union shall provide a list of its authorized representatives to the Office of Human Resources. A grievance must bear the signature of the employee or the employee's representative at each step of the procedure. To be valid, a grievance must be filed on behalf of a named employee or employees.
4. Meetings scheduled pursuant to this Article shall be scheduled at mutually agreeable times.
5. Each party shall make every effort to resolve a dispute at the lowest possible level.

6. A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the USM Board of Regents or with any applicable statute or 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.
7. Similar grievances may be consolidated and processed together as a single issue. The person hearing the grievance at Steps One and Two shall make all decisions related to the administration of such consolidated matters at these Steps only.
8. Employee grievance forms shall be available in the Office of Human Resources, and employees shall use the form provided by the Office of Human Resources to file grievances.
9. The person hearing the grievance may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence or witnesses.
10. 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.
11. Release time from normal work schedules is to be granted to the grievant and 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.
12. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head and who acts in his/her absence.
13. 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.
14. All grievance hearings shall be open hearings unless either party requests that the hearings be closed.
15. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.

ARTICLE 26 – OTHER LEAVE

Section 26.1 - Jury Duty

Except as modified herein, this section is in accordance with USM BOR Policy VII-7.21 – Policy on Jury Service for Regular Nonexempt and Exempt Staff Employees, as amended from time to time. Employees who are notified by mail of jury service must notify their supervisor as promptly as possible. Employees who are selected for a jury pool or who are impaneled as a juror must notify their supervisor and provide an estimate of the amount of time they will be away from work. Employees must comply with the court call in provisions regarding jury service as soon as available (normally 5:00 p.m.), and where they are advised that their panel is released,

they must so notify the supervisor on duty and return to work the next day on their regularly scheduled shift.

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. The employee will be required to provide documentation to verify his or her attendance at jury duty.

Section 26.2 - Personal Leave

Except as modified herein, this section is in accordance with USM BOR Policy VII-7.10 – Policy on Personal Leave for Regular Nonexempt and Exempt Staff Employees, as amended from time to time. Full-time employees shall be granted three (3) personal leave days (24 hours) with pay January 1 of each calendar year. Personal leave shall be used by the end of the first pay period which ends in the new calendar year. Any personal leave unused at that time shall be forfeited and be contributed to the USM Leave Reserve Fund in accordance with USM BOR Policy VII-7.11, as amended from time to time.

Other than in an emergency situation, employees shall give a minimum of twenty-four hours' notice of their intent to use personal leave. Use of personal leave must be recorded in hour increments on the timesheet. Personal leave may be used for any purpose.

Part-time employees working 50 percent or more will earn personal leave on a pro-rated basis.

The Department will use best efforts to grant personal leave requests and said requests will normally be granted absent an emergency situation within the Department.

Provided the employee submits a personal leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request.

ARTICLE 27 – PROBATIONARY PERIOD AND SENIORITY

Section 27.1 - Definition of Seniority

Seniority is defined as length of continuous service as a sworn police officer in the Department based upon date of hire.

Section 27.2 - Probationary Period

Except as set forth below, this section is applied in accordance with USM BOR Policy VII-1.21 – Policy on Probation for Regular Nonexempt and Exempt Staff Employees, as amended from time to time. Employees serve an original probation period, as defined by USM BOR Policy VII-1.21, for one year. The one year period is identified as follows: if the employee is hired after

satisfactory completion of mandatory training approved by the Maryland Police and Correctional Training Commission, the one year period starts on the date of hire. If the employee is hired before satisfactory completion of such mandatory training, the one year period starts on the date of the training's completion. Upon satisfactory completion of the post-training probationary period, such an employee will be moved to the minimum salary of the UPO II grade. Management will use best efforts to send new officers for training within one year of the date of hire.

Employees shall serve a status change probation for six (6) months, which probationary period may be extended for an additional six (6) months upon showing of just cause by the Chief of Police.

Until an employee has completed the original or status change probationary period, he/she shall not attain seniority and shall be designated as being on probationary status. During that period, he/she may be terminated by the Chief of Police or designee. For employees on original probation, termination may be without reason, at any time. For employees on status change probation, termination shall be for cause and pursuant to BOR Policy VII-1.21. Upon completion of the probationary period, an employee's seniority shall date back to the date he/she was hired. During the probationary period, the Chief of Police or designee shall conduct a six-month performance review.

Section 27.3 - Break in Seniority

A Sworn Police Officer covered by this MOU who terminates employment shall lose all seniority. Approved annual leave, sick leave, injury leave, or any approved leave of absence, or any authorized call to military service shall not break seniority, but seniority and service credit do not accrue during an approved unpaid leave of absence. Employees who qualify may have certain seniority rights restored as provided in USM BOR Policy VII – 9.61 – Policy on Reemployment and Reinstatement for Regular Status Nonexempt and Exempt Staff Employees and set forth in Section 27.4, as amended from time to time.

Section 27.4 - Seniority Following Reinstatement

Upon successful completion of a probationary period an employee who resigns with proper notice or whose employment with the University is otherwise severed in good standing and is rehired by Department may be reinstated to a bargaining unit position with full credit for prior service if he or she returns to employment within less than three years after the date of separation from employment, in accordance with USM BOR Policy VII – 9.61 – Policy on Reemployment and Reinstatement for Regular Status Nonexempt and Exempt Staff Employees, as amended from time to time. Seniority shall be determined by the original date of hire.

ARTICLE 28 - INSURANCE AND BENEFITS

Section 28.1 - General

Employees covered by this MOU who are otherwise eligible may participate in the benefit programs (health and other insurance plans) offered by the State of Maryland and the University

System of Maryland on the same basis and subject to the same terms and conditions including but not limited to the payment of all applicable premiums, co-pays, deductibles, and other fees and expenses as established for other University and state employees.

In the event that the State makes any changes to any programs offered, including any changes to any applicable premium, co-pay, deductible or other form of employee fee or expense, the Employer reserves the right to implement those same changes and to terminate any such plan at such time as it is terminated by the State.

Section 28.2 - Open Enrollment

The University shall hold open enrollment periods coinciding with the State's open enrollment periods at which time eligible employees shall be able to enroll in a health plan, continue in their current plan (if still offered), or elect another plan. Unless there is a mandatory election or response required, employees who take no action during open enrollment will automatically be reenrolled in their current plan and coverage. The University will cooperate with the State's efforts to hold periodic health benefits fairs. These fairs will be well publicized and scheduled to facilitate employee attendance. The Union will be provided with space at such fairs held on University property. Open enrollment information and forms will be made available to all employees and the Union when provided by the State. Employees who will be on leave during open enrollment and who make the necessary arrangements prior to going on leave will have their open enrollment information mailed to them.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM

Section 29.1 - General

The Employer and the Union recognize the value of counseling and assistance programs for those employees whose personal problems affect performance of their job duties and responsibilities. Therefore, the Employer agrees, subject to the availability of the State of Maryland's Employee Assistance Program (EAP), to continue referrals, where appropriate, to the State's EAP. Except as provided below, records regarding treatment and participation in the EAP shall be confidential and retained by the EAP/Health Care Provider. Information released to the Associate Vice President, Human Resources or designee as provided below shall be treated confidentially and maintained in a separate EAP file in the Office of Human Resources. In instances of Employer referrals to the EAP, the employee will not be charged for the initial assessment but must pay all other applicable fees.

Section 29.2 - Referrals

The employee shall execute such releases as are necessary for the EAP/Health Care provider to provide the Associate Vice President, Human Resources or designee with the information necessary to determine whether the employee can perform the job safely and effectively and/or whether the employee needs to participate in the program, and if so, the employee's compliance or non-compliance with the EAP.

ARTICLE 30 – WORK FACILITIES

Section 30.1 - Employee Meal Room

Employees may eat meals in the squad room, which will be part of the secure area of the University Police facilities. Employees will have access to a microwave, a refrigerator, a sink, and a regularly maintained water cooler.

Section 30.2 - Lockers

The University will provide adequate lockers for officers.

Section 30.3 - Parking Facility

Employees are allowed to utilize campus parking provided that they pay applicable fees, which shall not increase more than 50% (fifty percent) in a twelve month period.

ARTICLE 31 - UNIFORMS AND EQUIPMENT

Section 31.1 - Uniforms

Each employee shall be issued by the University, at no cost to the employee, the following:

- 3 short sleeve ARMORSIKN shirts
- 3 long sleeve ARMORSKIN shirts
- 3 pairs of Class B pants
- 1 short sleeve uniform shirts
- 1 pair of dress slacks
- 1 long sleeve winter shirts
- 1 straw hat
- 1 felt hat
- 1 uniform jacket
- 1 dress blouse
- 1 police issued rain jacket
- 1 rain cover for hat
- 1 uniform tie

As determined solely in the discretion of the Chief of Police, each employee, based on assignment, shall be issued by the University, at no cost to the employee, the following items as an event uniform and/or bike uniform, to be worn for events and/or bike patrol. The Chief of Police shall, in his sole discretion, determine when an event uniform shall be worn and the makeup of the event uniform.

- 2 Cool Max Polo style bike patrol uniform shirts (1 short sleeve and 1 long sleeve)
- 1 pair “Battle Dress Uniform” (“BDU”) pants

- 1 baseball style uniform hat
- 1 bicycle helmet*
- 1 pair bicycle gloves*
- 1 bicycle shirt*
- 1 pair bike patrol long pants*
- 1 pair bike shorts*

* for bike patrol only

Those employees who are assigned to utilize a bicycle for patrol purposes, may wear the approved bike patrol uniform for the entire shift, provided they are utilizing the bicycle for at least four (4) hours of their shift. Those employees who are approved to wear an event uniform shall return to their regular duty uniform at the conclusion of the event or as directed by the Chief of Police.

Section 31.2 - Equipment

Each employee shall be issued the following equipment:

- Insignia for rank of Officer First Class and above
- 2 badges: one for coat and small one for shirt
- Duty belt
- 4 belt keepers
- 1 Glock model 22 .40 caliber weapon
- Gun holster
- 3 magazines of 40 caliber ammunition
- Expandable baton
- Expandable baton holder
- Flashlight holder
- OC spray
- OC holder
- Handcuffs
- Handcuff case
- Synthetic gloves
- Glove case
- Ballistic vest
- Outer carrier w/police patches
- Outer carrier radio case
- Outer carrier magazine pouch
- Outer carrier handcuff case
- Outer carrier OC spray case
- Riot helmet
- Quick Clot Kit – one to be issued to each police vehicle
- Tourniquet

There will be a Preliminary Breath Test available for use for all shifts. All employees shall receive training on the use of the Preliminary Breath Test.

The University shall maintain 5 working flashlights and 3 riot shields.

Within sixty days following the effective date of this MOU, the Department will inspect each officer's uniform and equipment inventory as set forth above and provide each officer with any needed items so that the officer has a complete issue. Thereafter, at the discretion of the Chief of Police, employees may be entitled to normal wear and tear replacement of uniforms, as well as replacement uniforms due to loss or damage while the member is acting in the line of duty or engaged in the official business of the Employer. Uniforms and equipment at all times remain the property of the University, and the employees are responsible for the proper cleaning and routine maintenance of issued uniform items and equipment. The University shall furnish to employees a laundry and alterations service at no cost to them for their use in maintaining uniforms. Uniform items or equipment which must be replaced as a result of employee negligence or intentional misconduct must be replaced by the employee.

Each employee shall be entitled to an annual "equipment allowance," paid on July 1 of each year, of \$ 300.00 less applicable withholding, which is intended to purchase agency approved equipment, not typically issued (i.e. gloves, heat and cold gear, footwear, etc.). Employees shall be responsible for ensuring that all equipment purchased with their allowance meets the standards and requirements of the Department. All such items purchased are subject to inspection and shall be replaced or repaired at the employee's sole expense. Employees shall not be required to submit receipts of items purchased.

Miscellaneous Uniform Provisions

Unless otherwise ordered by the Chief, Employees shall not be required to wear ties on those occasions during which they are wearing an outer carrier.

ARTICLE 32 – TUITION REMISSION

This program shall be administered by the University consistent with USM BOR Policy VII-4.10, Policy on Tuition Remission and Tuition Reimbursement for Regular and Retired Nonexempt and Exempt Staff and Faculty Employees of the University System of Maryland, as amended from time to time, and USM BOR Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of USM Employees and Retirees, as amended from time to time, and/or any successor tuition remission policies that may be adopted during the duration of this MOU or as such policies are updated from time to time.

In the event that during the duration of this MOU, the Board of Regents adopts a policy which rescinds the aforementioned tuition remission policies, the University agrees, unless prohibited by USM policy or State statute, to continue the current level of University benefits for members of the bargaining unit, at the University campus only, under the guidelines set forth in the most recent versions of USM BOR Policies VII-4.10 and 4.20, through the end of the academic semester following expiration of this MOU.

ARTICLE 33 – LAY-OFFS

The following procedures are to be used for the layoff of bargaining unit employees who are in positions that are to be abolished, discontinued, or vacated because of a lack of supporting funds, program change, change in departmental organization, stoppage or lack of work. The University follows USM BOR – VII – 1.30 Policy on Layoff for Nonexempt Staff Employees, as amended from time to time, except as modified herein. The University retains the right to decide whether to lay off employees. The University and the Union hereby agree that all future layoffs noticed after the date of this MOU shall be governed by the following:

Section 33.1 - Layoff Notice

Where the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period.

Section 33.2 - Order of Layoff

The University shall determine in which classifications layoffs will occur within the Department. Within each classification affected, layoffs shall occur in the following order:

- All regular status employees serving an original probationary period in the classification in which the layoff is to occur; then
- All regular status employees who have completed an original probationary period, in the classification in which the layoff is to occur, in order of seniority, with the employee having the lowest number of seniority points being laid off first.

Section 33.3 - Seniority Points

The formula for establishing seniority points shall be as follows:

One point shall be given for each complete month of credited service for the following:

- University System (and/or predecessor organizations*) service including service as medical system University personnel as defined in the Education Article, Section 13-301(q)
- Service with the Department; and,
- Service in the job classification and its job series where the layoff is to occur.

For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.

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

The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points, the appropriate Vice President, with approval of the Chief Executive Officer, will determine the employee(s) to be retained based upon a written evaluation of the specific skills, knowledge, and abilities of each employee, prepared by the Chief of Police.

*Includes old Board of Trustees and University of Maryland Schools

Section 33.4 - Displacement Rights

Employees covered by this MOU who are notified that they are being laid off may elect to exercise displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the Office of Human Resources within fifteen (15) calendar days of the notice to the employee of the layoff.

- An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with less seniority in the same job classification, or, if not available, progressively to each lower classification in the same job series.

The displacement rights as described above, shall be limited to the Police Department.

An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.

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

Section 33.5 - Recall List

An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the specific position from which the layoff occurred is reestablished.

- Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
- The recalled employee shall have up to ten (10) workdays following receipt of the recall notice to notify the University of their intention to return to work.
- The recalled employee shall have up to twenty-one (21) workdays following receipt of the recall notice to actually return to work.

Section 33.6 - Severance Package

Laid off employees who are eligible may receive the following severance package:

1 - Tuition Remission:

Employees who are laid off, who have completed less than ten (10) years of service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at University campuses only.

Employees who are laid off, who have completed more than ten (10) years of service with the University and who are receiving tuition remission at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two additional full-time semesters or four additional part-time semesters, not to exceed a total of 36 credit hours, at University campuses only.

For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.

The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework at the University in the semester in which the employee is laid-off and receiving tuition remission may continue to receive tuition remission for the balance of that semester.

2 - Employment Assistance:

Job Search Services

The University will provide employees with the opportunity to seek assistance from the SU Career Services or Office of Human Resources to help with resume writing and job interview skills.

Counseling

The University's Employee Assistance Program will be available to provide personal individual counseling for employees who have been affected by job loss and who are experiencing emotional stress.

Consideration for Reemployment at SU

An employee who has been laid off will receive consideration for positions at the University for which she/he meets minimum qualifications. Consideration means that an individual who properly applies for a job opening will be given an interview. This is in effect for one full year from the date of layoff.

Section 33.7 - Furloughs

If allowed under the USM Salary Guidelines, the University agrees to consider that no UPO bargaining unit members will be subject to a furlough for the term of this MOU.

ARTICLE 34 – COURT APPEARANCES

Employees who are required to attend court on behalf of the University for work-related reasons during their scheduled tour of duty or as an extension of their tour of duty will be paid for their normal duty pay unless overtime is required. Employees who are required to attend court on behalf of the University for work-related reasons during their off duty hours will be paid for the hours worked or a minimum of four (4) hours pay at the appropriate rate, whichever is greater. Should an employee be required to attend both a morning and afternoon session of Court, the employee will be paid for the hours worked or a minimum of six (6) hours pay at the appropriate rate, whichever is greater. When attending court for an agency outside the USM System, employees will be paid for the hours worked or two (2) hours at the appropriate rate, whichever is less.

ARTICLE 35 – ACCESS TO POLICIES

The University will maintain in the Human Resources Department a copy of the USM BOR personnel policies. The policies are also available on the University's website. As the Associate Vice President, Human Resources receives new or modified USM Personnel Policies, a copy will be forwarded by e-mail to FOP and the Department. The Department will forward the e-mail to all bargaining unit employees.

A copy of the MPA and a copy of this MOU will be maintained in the University Police Department and available for review by unit employees. Written modifications to the University Police Manual of Rules and Procedures will be distributed and signed for by officers as they are issued.

Standard operating procedures (SOPs) for each shift will be maintained in a binder in the Department. All updates to SOPs will be identified as such and e-mailed to each officer, with a copy available electronically. In addition, there will be a work order box which will contain all notices or short term instructions/assignments. Each officer is responsible for being aware of all applicable procedures and assignments contained in the SOP binder and the work order box.

Internal directives generated by the Chief of Police will be communicated electronically and by written formal memo. All officers will acknowledge receipt of all internal directives by signature. The internal directives manual and signature sheet will be maintained by the Administrative Assistant to the Chief.

ARTICLE 36 - EXTERNAL POLICE OFFICERS

On those occasions where the University employs external police officers who are not members of the bargaining unit and/or employees of the University, to assist with a function, the University shall use reasonable efforts to hire employees from the Maryland State Police, another University of Maryland institution, or any other law enforcement agency within Wicomico County.

ARTICLE 37 - MISCELLANEOUS

Section 37.1 - Existing Policies and Procedures

All USM BOR and University policies and procedures shall remain in force and effect unless modified specifically by this MOU or as provided below. Nothing contained in this Section 37.1 affects whatever rights the Union otherwise may have to contest the application of any such policy or procedure.

Section 37.2 - Changes in Terms and Conditions of Employment

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees. The minimum notice to the Union of the intended change in working conditions subject to this obligation (including a proposed change in a BOR or University policy or procedure affecting bargaining unit working conditions and otherwise subject to the obligation to bargain) is thirty (30) days prior to the proposed implementation of the change. If required to meet a legislative mandate or an emergency situation, Management will notify the Union as soon as possible prior to the proposed implementation of the change. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, the Union shall submit proposals in response to the Employer's intended changes within ten (10) days of its request to bargain, and the parties will meet within ten (10) days to discuss the changes and any proposals submitted by the Union. The Employer may implement its proposed changes only after meeting with, and considering any proposals submitted by the Union, so long as the Union is available to meet within the required timeframe.

Section 37.3 - Savings Clause

Should any part of this MOU be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the University and the Union shall meet promptly and attempt to negotiate a substitute for the invalid article, section or portion thereof.

Section 37.4 - Awards

The University agrees to process as soon as possible any monetary award arising from a disciplinary appeal, grievance proceeding, or other personnel action under this MOU. However, in matters where the University is represented by the Attorney General's Office, said awards will be processed as soon as possible upon receipt of written instruction from the Attorney General's Office to pay the award, and the University agrees that it will make all efforts to obtain prompt instructions from the Attorney General's Office.

ARTICLE 38 – STRIKES AND LOCKOUTS

Consistent with SPP Section 3-303, employees are prohibited from engaging in any strike. The Employer may take disciplinary action, including termination of employment, against any employee who participates in a strike. "Strike", as defined in Section 3-303, means any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demands for a change in wages, hours, terms, or other conditions of employment, and includes a total or partial refusal or failure to report to work; refusal or failure to perform employment duties, withdrawal from work, work stoppage, or work slowdown. The Union agrees that it will not engage in or encourage any strike activity, and that it is subject to the provisions of Section 3-303. The Union also agrees that, upon notice by the University, it will disavow any job action taken in violation of Section 3-303 and take reasonable steps to attempt to bring any employees involved into compliance with the law.

Consistent with SPP Section 3-304, the University may not engage in any lockout. "Lockout", as defined in Section 3-304, means action taken by the University to interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by Title 3 of the State Personnel and Pensions Article, or any action taken by the University to bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

ARTICLE 39 – DURATION AND EXTENSION

This MOU shall become effective upon signing by both parties. No provision of this MOU shall have retroactive application unless required by law. This MOU expires at 11:59 p.m. on June 30, 2025. The parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

Should either party desire to negotiate a successor MOU, they may only do so by providing written notification of its intent to do so to the other party at any time prior to the last twelve (12) month period of its duration. After notification is provided, the parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the parties.

ARTICLE 40 - LABOR-MANAGEMENT ADVISORY COMMITTEE

The Employer and the Union agree to form a labor management committee consisting of two bargaining unit employees and two management representatives. The Committee will be co-chaired by one representative from each side. The committee will meet as needed, as determined by the co-chairs, but at least quarterly unless waived by both co-chairs, and consider issues that the co-chairs agree to put on the agenda.

ARTICLE 41 – ENTIRE UNDERSTANDING

The Employer and the Union acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided for in Title 3, SPP and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. The Employer and the Union agree that for the life of this MOU, and except as otherwise provided in this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject specifically referred to in this MOU; 2) subjects on which the Union made, or could have made, proposals during bargaining, but about which no agreement was reached. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

Appendix A - July 1, 2019

updated for January 2021 COLA

updated for January 2022 COLA

	Step 2.5%										
	1	2	3	4	5	6	7	8	9	10	11
UPO I	\$45,043	46,170	47,324	48,507	49,720	50,963	52,237	53,542	54,881	56,253	57,659
UPO II	\$48,339	49,548	50,786	52,056	53,357	54,691	56,058	57,460	58,896	60,369	61,878
UPO III	\$49,969	51,218	52,498	53,811	55,156	56,535	57,949	59,397	60,882	62,404	63,964
UPO IV	\$62,747	64,316	65,924	67,572	69,261	70,993	72,768	74,587	76,452	78,363	80,322
	Step										
	12	13	14	15	16	17	18	19	20	21	22
UPO I	\$59,101	60,578	62,092	63,645	65,236	66,867					
UPO II	\$63,425	65,011	66,636	68,302	70,010	71,760					
UPO III	\$65,563	67,202	68,882	70,604	72,369	74,178					
UPO IV	\$82,332	84,390	86,500	88,662	90,879	93,151					

SIGNATURE PAGE

For Salisbury University:

For the Union:

Dr. Charles A. Wight
President, Salisbury University

Kieran Dowdy, Chief Negotiator

William Woodward, Sergeant

John Herbert, Sergeant

Luke Ashley, Officer

Approved for Form and Legal Sufficiency:

Kathryn J. Bradley
Assistant Attorney General

Appendix A - July 1, 2022 (3% COLA)

	Step 2.5%										
	1	2	3	4	5	6	7	8	9	10	11
UPO I	\$46,395	47,555	48,743	49,962	51,211	52,491	53,804	55,149	56,527	57,941	59,389
UPO II	\$49,789	51,034	52,310	53,618	54,958	56,332	57,740	59,184	60,663	62,180	63,734
UPO III	\$51,468	52,755	54,073	55,425	56,811	58,231	59,687	61,179	62,709	64,276	65,883
UPO IV	\$64,630	66,246	67,902	69,599	71,339	73,123	74,951	76,825	78,745	80,714	82,732
	Step										
	12	13	14	15	16	17	18	19	20	21	22
UPO I	\$60,874	62,396	63,956	65,555	67,193	68,873					
UPO II	\$65,328	66,961	68,635	70,351	72,110	73,912					
UPO III	\$67,530	69,219	70,949	72,723	74,541	76,404					
UPO IV	\$84,800	86,920	89,093	91,320	93,603	95,943					

TO: Sgt. William Woodward
Representative
Salisbury University Fraternal Order of Police
Salisbury University Police Department

DATE: March 28, 2022

RE: Firearm Purchase Policy

This letter confirms our mutual understanding that during the term of the Memorandum of Understanding (MOU) between Salisbury University (University) and the Salisbury University Fraternal Order of Police (FOP), effective July 1, 2022 through June 30, 2025, the FOP and the University will work toward development of a policy that will permit an FOP bargaining unit member who retires in good standing to purchase their service weapon. While the University and the FOP will attempt to develop a policy acceptable to both parties, it is not guaranteed that the parties will be successful.

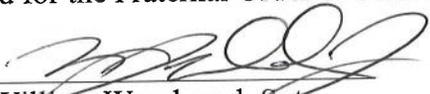
The purchase by a retiring member of their service weapon will be at a cost equal to the replacement cost to the University of the weapon. Purchase by a retiring member of their service weapon also must comply with all federal and state of Maryland laws, rules and regulations concerning the sale or transfer of a firearm. The retiring member must also agree to any and all conditions of the University, and execute any and all releases required by the University, prior to the completion of the purchase.

The University and the FOP agree that ratification and implementation of the MOU is not conditioned on development and adoption of a firearm purchase policy, or the contents of this letter and its terms.

Sincerely,


Edwin Lashley, Chief
Salisbury University Police Department

Accepted for the Fraternal Order of Police:


William Woodward, Sgt.

Date: 3/30/2022



Accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc.,
(CALEA®), "The Gold Standard in Public Safety"

SIGNATURE PAGE

For Salisbury University:



Dr. Charles A. Wight
President, Salisbury University

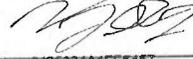
For the Union:

DocuSigned by:



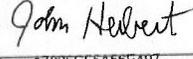
8B4FB17B1B4C413...
Kieran Dowdy, Chief Negotiator

DocuSigned by:



8425334A4FE5457...
William Woodward, Sergeant

DocuSigned by:



A7806CF5A56E497...
John Herbert, Sergeant



Luke Ashley, Officer

Approved for Form and Legal Sufficiency:

Kathryn J. Bradley
Assistant Attorney General

SIGNATURE PAGE

For Salisbury University:

For the Union:

Dr. Charles A. Wight
President, Salisbury University

Kieran Dowdy, Chief Negotiator

William Woodward, Sergeant

John Herbert, Sergeant

Luke Ashley, Officer

Approved for Form and Legal Sufficiency:

/s/ Kathryn J. Bradley
Kathryn J. Bradley
Assistant Attorney General