

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**FRATERNAL ORDER OF POLICE, LODGE # 129**



**and**



**OCTOBER 27, 2012 THROUGH OCTOBER 26, 2015**

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the University of Maryland, Baltimore County (hereinafter referred to as "the University") and the Fraternal Order of Police, Lodge #129 (hereinafter referred to as "the FOP" or "the Union"). It has as its purpose the promotion of harmonious relations between the University and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of pay, hours of work and other conditions of employment.

The University and the Union mutually recognize that the laws of the State of Maryland, including the provisions contained in the State Personnel and Pensions Article of the *Annotated Code of Maryland* governing collective bargaining and the Policies of the Board of Regents of the University System of Maryland, authorize agreements arrived at through the process of negotiations.

### **ARTICLE 1. RECOGNITION.**

#### **Section 1. Exclusive Representation.**

The University recognizes the Fraternal Order of Police Lodge #129 as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and working conditions. This recognition is granted in accordance with the provisions of Section 3-402 *et seq.* of the State Personnel and Pensions Article of the *Annotated Code of Maryland*.

#### **Section 2. Definition of Bargaining Unit.**

For purposes of this MOU, the bargaining unit exclusively represented by the Union include all full-time and part-time sworn police officers, including probationary employees but excluding contingent and contractual employees, employed by the University whose classifications are incorporated into the formal Certification issued by the Maryland State Higher Education Labor Relations Board on March 18, 2005.

#### **Section 3. Disputes over Existing Classifications.**

Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of execution of this MOU shall be discussed between the Parties. Any disagreements concerning the continuing inclusion or exclusion of existing classifications or positions in the bargaining unit shall be promptly submitted to the Maryland State Higher Education Labor Relations Board ("the Board") for unit clarification and disposition. The parties agree to be bound by the determination of the Board with respect to the inclusion or exclusion of sergeants.

#### **Section 4. Creation of New Positions or Classifications.**

In the event that the University hires or assigns employees to positions or classifications not previously covered by the Certification issued by the Maryland State Higher Education Labor Relations Board, the Parties agree to meet and any disagreements

concerning the inclusion or exclusion of such new classifications in the bargaining unit shall be promptly submitted to the Maryland State Higher Education Labor Relations Board for unit clarification and disposition.

## **ARTICLE 2. MANAGEMENT RIGHTS.**

Recognizing the right of employees to be treated with dignity and respect by management in all respects in the operations of the University, and in recognition of the other rights employees may enjoy under the terms of this MOU, including the right to utilize the grievance procedure provided herein, the parties to this MOU recognize that UMBC is entitled to exercise certain inherent and statutorily granted management rights, as recognized in Section 3-202 of the State Personnel and Pensions Article of the *Annotated Code of Maryland*, and as limited by specific sections of this Memorandum, including (but not limited to) the right to determine the purpose and mission of the University; to determine its budget; to alter the composition and size of the workforce, including the right to relieve employees from duty because of lack of work or for other legitimate reasons; to hire, assign, and transfer employees as the needs of the University require, and to direct their work; to set standards of conduct, including the right to discipline employees for just cause; to determine the location, methods, means, personnel and equipment by which its operations are to be conducted; to establish and adjust the University calendar, including the date on which holidays recognized under this Agreement are to be celebrated; and to set minimum standards and qualifications for employees.

## **ARTICLE 3. UNION RIGHTS.**

### **Section 1. Union Use of Department Office Equipment.**

The Union will be permitted access to a University-owned office computer located in the Police Department headquarters building on campus, as well as a printer/copier and fax machine, for the purpose of communications with members of the bargaining unit as needed from time to time. Communications requiring computer-generated, printed materials shall not be excessive in number or in length; nor shall it interfere with the law enforcement and/or operational needs of the Department. Such computer usage shall only be permitted by employees designated by the Union to perform Union-related business, and such usage shall only be permitted during non-working hours of the designated users. It is understood that police department needs take priority over the Union's right to access such equipment under this provision.

### **Section 2. Union Locker or Cabinet.**

The Union will be provided with a locker located in the Police Department headquarters for purposes of storage of Union materials. If no such locker is available or becomes unavailable, the Union will provide a 2-drawer storage file cabinet, which the University agrees to place in the Police Department for Union use.

**Section 3. Union Bulletin Board.**

The University shall provide space for a bulletin board provided by the Union, at the Union's expense, for the exclusive use of the Union. The bulletin board will be located in the University Police Department headquarters' "ready room," and shall be of dimensions no greater than four (4) feet by three (3) feet. Union-related information may be posted only on this bulletin board. The Union shall not post or permit to be posted any item which is inflammatory or unlawful. Postings must be dated and approved by the local Union officer. The Union shall provide an informational copy of all items posted on the Union bulletin board to the University's Department of Human Resources as soon as practical after the posting, but not later than three (3) workdays after the posting.

**Section 4. FOP Dues.**

The University agrees to deduct dues and initiation fees, if applicable, from the wages of eligible officers who have signed a proper authorization for such deduction. The authorization method as well as the amount to be deducted is a matter decided between the Union and its membership. The University shall be held harmless on any dispute or litigation arising under the terms of this Section. The University agrees to remit the aggregate of the Union dues to the Union.

**ARTICLE 4. INTEGRITY OF THE BARGAINING UNIT.**

The rights of the University as articulated in the Higher Education Labor Relations Act Section 3-302 of the State Personnel and Pensions Article of the *Annotated Code of Maryland*, as it may be amended from time to time, are hereby incorporated into this MOU. The University recognizes the integrity of the bargaining unit and will endeavor to use bargaining unit employees to perform bargaining unit functions in preference to contracting out with the private sector. Except as limited by the provisions of this MOU, the University shall have the right to manage the University and the work force. It is the exclusive right of the University to set standards or services to be offered; to determine the methods, means, personnel, and other resources by which the University's operations are to be conducted and to exercise control and discretion over its organization and operations.

**ARTICLE 5. DISCRIMINATION AND NON-RETALIATION.**

**Section 1. Non-Discrimination.**

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

**Section 2. Non-Retaliation for Filing Grievances and Union Activities.**

The University agrees that it shall not retaliate against employees because of the filing of any grievance, complaint, or proceeding, or engaging in lawful Union activities under the Title 3 of the State Personnel and Pensions Article of the *Maryland Annotated Code* and/or this MOU.

**Section 3. Compliance with the Americans with Disabilities Act.**

In order to comply with its respective obligations under the Americans with Disabilities Act, the University agrees that, in the event that necessary and reasonable accommodations are required so as to allow employees covered by this MOU to perform the essential functions of their job, it will meet and confer with the Union with the object of allowing for such accommodations; provided, however, that such accommodations do not constitute an undue hardship either for the University or for the affected department(s); and provided, further, that the employee requesting accommodation consents to such meeting and conference.

**Section 4. Prevention of Sexual Harassment.**

The Parties understand and acknowledge that sexual harassment in the workplace is a serious matter, that it will not be tolerated by the University, and that all reasonable steps must be taken to ensure that sexual harassment is eradicated. To that effect, in order to ensure that no employee is subjected to sexual harassment in the workplace, the University reserves the right to reassign or transfer employees who are the subject of complaints alleging sexual harassment, as a possible consequence of such complaints, if proven to the satisfaction of the University's Department of Human Relations (or any other designee of the President of the University as identified by the President), without regard for work assignment under this MOU. This available action on the part of the University is not intended, however, to prevent the University from taking other disciplinary action, up to and including discharge, in response to proven acts of sexual harassment in the workplace. Nothing in this article shall be construed to diminish the rights of a member of the bargaining unit under Law Enforcement Officers' Bill of Rights (LEOBR), to the extent applicable.

**ARTICLE 6. COMPENSATION.**

**Section 1. COLA Increase.**

There will be a COLA increase of two (2) percent effective January 1, 2013. Any future COLA increases will be based on the State Legislature authorizing funds for a cost of living adjustment (COLA increases) and/or the Board of Regents specifically directing such increases. Officers shall receive COLA increases as directed through the Board of Regents annual Salary Guidelines. Such increases will normally be effective July 1<sup>st</sup> of each calendar year.



**Section 2. Merit Increase.**

There will be no merit increase for Fiscal Year 2013. Any future merit increases will be based on the State Legislature authorizing funds for merit increases and/or the Board of Regents specifically directing such increases. Officers shall receive merit increases as directed through the Board of Regents annual Salary Guidelines. Such increases will normally be effective July 1<sup>st</sup> of each calendar year. Only those officers receiving a rating of “effective” on their performance evaluation shall receive the appropriate merit increase.

**Section 3. Reclassification from UPO I to UPO II.**

A UPO I will be reclassified to a UPO II after serving one (1) year as a sworn UPO I upon receiving a rating of at least “effective” in every component of his/her final probationary evaluation.

**Section 4. Master Police Officer.**

If an officer passes a non-competitive examination given annually on May 1<sup>st</sup> (unless May 1<sup>st</sup> falls on a weekend or holiday, at which point it will be administered on the subsequent Monday), and on each May 1<sup>st</sup> thereafter (subject to the same date change if falling on a weekend or holiday), and if the officer meets other eligibility requirements specified in Article 6 (“Master Police Officer”) of this MOU, he/she will be eligible for a six percent (6%) increase effective July 1<sup>st</sup>.

**Section 5. Compensatory Time and Overtime.**

University Police Officers will be given the option of accruing up to 80 hours of compensatory time off in lieu of payment for eligible overtime hours worked. Compensatory time can be granted for non-billable and billable hours and will accrue at the rate of time and one half for each eligible hour worked. Upon accruing 80 hours of compensatory time, officers will receive payment for overtime worked. Once an Officer’s compensatory leave balance falls below 80 hours, the officer will have the option to receive compensatory time provided the total overtime hours worked for that day do not bring the compensatory total balance over 80. Officers will not be able to receive both payment and compensatory time for a single day of work.

It is the responsibility of the officer to indicate in the comments section of the UMBC timesheet the preference of paid time or compensatory time.

**Section 6. Salary Structure.**

Effective July 1, 2013 the following Salary Structure A (UMBC UPO I – IV Salary Structure) will be used to place current sworn police officers in the bargaining unit on a new salary structure. Based on current job title and annual salary as of June 30, 2013, officers will move to the next available step in Structure A. Any officer below the minimum of the new range will be placed at the new minimum.

**SALARY STRUCTURE A (UMBC UPO I – IV SALARY STRUCTURE)**

<b>RANK</b>	<b>Base (Step 1)</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>UPO I</b>	<b>\$36,051</b>	<b>\$39,714</b>	<b>\$43,337</b>	<b>\$47,039</b>	<b>\$50,702</b>	<b>\$54,366</b>
<b>UPO II</b>	<b>\$40,150</b>	<b>\$45,134</b>	<b>\$48,486</b>	<b>\$52,653</b>	<b>\$56,821</b>	<b>\$60,992</b>
<b>UPO III</b>	<b>\$48,152</b>	<b>\$53,084</b>	<b>\$55,937</b>	<b>\$59,829</b>	<b>\$63,721</b>	<b>\$67,617</b>
<b>UPO IV</b>	<b>\$52,507</b>	<b>\$56,854</b>	<b>\$61,201</b>	<b>\$65,548</b>	<b>\$69,896</b>	<b>\$74,243</b>

After initial step placement, Salary Structure B (UPO I - UPO IV Salary Structure) will be used to hire new sworn police officers, and to adjust the salary(ies) of any sworn police officer in the bargaining unit upon subsequent job reclassification, acting capacity pay, merit and any Cost of Living Adjustment (COLA). Provided that merit pay increases are approved by the General Assembly and implemented by the University System of Maryland Board of Regents, officers shall receive the appropriate merit pay increases in salary within his/her rank and pay range pending a rating of “effective” or higher on the annual performance evaluation and the availability of budgeted funds.

**SALARY STRUCTURE B (UPO I – UPO IV SALARY STRUCTURE)**

<b>RANK</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>UPO I</b>	<b>\$36,051</b>	<b>\$54,366</b>
<b>UPO II</b>	<b>40,150</b>	<b>\$60,992</b>
<b>UPO III</b>	<b>\$48,152</b>	<b>\$67,617</b>
<b>UPO IV</b>	<b>\$52,507</b>	<b>\$74,243</b>

## **ARTICLE 7. MASTER POLICE OFFICER.**

### **Section 1. Master Police Officer.**

The University agrees to establish an internal title of Master Police Officer (MPO) for which members in the bargaining unit will be assigned upon meeting all of the eligibility requirements as outlined in this Article.

### **Section 2. Definition.**

A. Under general supervision, the MPO performs the duties of a Police Officer and may function in a lead capacity or independently recognized specialist in an ongoing law enforcement program or may function as a shift supervisor for a small group of police officers.

B. The MPO will perform the primary duties as outlined in the University System of Maryland Job Class Specification for University Police Officer III (grade 14).

C. The MPO will not receive any additional compensation for serving as Officer in Charge (OIC) and/or for serving as Field Training Officer (FTO).

### **Section 3. Qualifications and Eligibility.**

A. Must have three (3) years of consecutive service as a UMBC Police Officer as of July 1<sup>st</sup> of this year in which he/she is deemed eligible for the MPO designation.

B. Must maintain an "Effective" rating or the equivalent thereof in the Annual Performance evaluation in all categories. For purposes of this provision, the rating period shall be from April 1 of the current year through March 31 of the subsequent year, and thereafter.

C. Must not have been on Sick Leave Certification Requirement pursuant to Article 16 (Sick Leave) during the twelve (12) months preceding the date on which the test is administered.

D. Must not have any finding of "guilty" rendered by a duly convened LEOBR hearing panel in any disciplinary action within the six (6) months period prior to the date on which the test is administered. If an officer is under investigation for charges which are pending before a LEOBR hearing panel based on allegations of misconduct that allegedly took place during the six (6) months period prior to the date on which the test is administered, the officer may still be eligible to take the MPO examination; provided, however, that should a LEOBR panel subsequently issue a "guilty" finding, the officer shall not be entitled to be designated as an MPO or to receive the increase accompanying such designation for a period of six (6) months following the issuance of the finding, provided that the officer meets the other eligibility requirements of this Section. If following a LEOBR hearing a finding of "not guilty" is made, the officer shall be entitled

to be designated an MPO and given the accompanying rate increase, retroactive to July 1<sup>st</sup> immediately preceding the finding of the LEOBR hearing board.

E. Must pass the MPO Written Examination (See Section 4 of this Article).

#### **Section 4. MPO Written Examination.**

A. Those bargaining unit members who meet all of the qualifications pursuant to Section 3 of this Article may request to take the MPO Written Examination. This examination is not intended to be a competitive exam.

B. While the University welcomes suggestions and input from the Union and members of the bargaining unit regarding the information which the MPO qualifying exam is intended to cover, the actual questions included in the qualifying exam, including the number and type of questions, remain within the sole discretion of the University. The Department of Human Resources will review and approve the examination before it is administered.

C. The MPO Written Examination will require a passing score of at least seventy percent (70%).

D. The University will offer the examination once a year. The first examination will be given on May 1, 2007, and on May 1<sup>st</sup> of each subsequent year unless May 1<sup>st</sup> falls on a Saturday, Sunday, or holiday, in which case the examination will be moved to the subsequent Monday. The examination will be administered by the Department of Human Resources.

E. If there are no qualified members available to take the test pursuant Section 3 of this Article, the examination will not be given until May 1<sup>st</sup> of the following year.

#### **Section 5. Compensation.**

A. Upon passing the MPO Written Examination, the Officer will receive a salary increase of six percent (6%) or an increase sufficient to reach the minimum salary for Grade 14, whichever is greater, and will be reclassified to a University Police Officer III.

B. The effective date of the increase in salary will be July 1<sup>st</sup> following the date on which the test is taken.

### **ARTICLE 8. ACTING CAPACITY PAY.**

#### **Section 1. Acting Capacity Appointment.**

An Acting Capacity Appointment may be used when an officer is appointed to a different position on a temporary basis where there is a vacancy that is anticipated to exceed thirty (30) consecutive calendar days. Acting appointments may be made for up to twelve (12)

months, with one (1) additional extension of not more than six (6) months, based on the demonstrated operational needs of the University.

**Section 2. Acting Capacity Pay.**

A. Acting capacity pay is paid when an officer is appointed to a different position in a higher sworn police officer classification on a temporary basis. An officer who is in acting capacity must meet the minimum qualifications of the position. The effective date for acting capacity pay shall be the date that the officer began performing the higher level duties consistent with Section 1.

B. The amount of acting capacity pay shall be the amount which the officer would be paid if reclassified to the higher classification.

C. When an officer is appointed to acting capacity to a classification with a salary range which is one (1) pay range higher, the officer shall be given at least a six percent (6%) increase in annual salary. When an officer is appointed to a classification with a salary range which is two (2) or more pay ranges higher, the officer shall be given at least a twelve percent (12%) increase in annual salary.

D. At the conclusion of the Acting Capacity Appointment, the officer shall be returned to the officer's former position with the same salary and status which the officer held prior to the acting capacity appointment. Additional salary adjustments will be made if there were any pay adjustments such as merit or COLA that occurred during the acting appointment.

**Section 3. Acting Capacity for Less Than Thirty (30) Days.**

Where an officer (other than a corporal) is assigned for less than thirty (30) days to a position requiring the exercise of supervisory authority, he/she will be paid "officer in charge" pay at the rate of pay identified in Article 11 of this MOU, for all hours worked when he/she is assigned to such position.

**ARTICLE 9. CALL-BACK PAY.**

Any officer who is required to return to work on campus on a regularly scheduled on-duty day after going off duty, or required to work on campus on a regularly scheduled off-duty day, shall receive a minimum of three (3) hours pay at time-and-one-half for said work. Any officer who is scheduled to make a court appearance after going off duty or on a regularly scheduled off-duty day shall receive a minimum of three (3) hours pay at time-and-a-half for said courtroom appearance.

**ARTICLE 10. ON-CALL PAY.**

While in on-call status, officers shall receive an additional \$1.00 per hour for a minimum of an 8-hour shift, unless interrupted by a call-in, at which point officers would be paid call-back in accordance with Article 9 of this MOU.

**ARTICLE 11. OFFICER-IN-CHARGE PAY.**

Officers serving as officers in charge (OIC) shall receive a premium of \$1.50 per hour for all hours worked.

**ARTICLE 12. FIELD OFFICER TRAINING PAY.**

Officers serving as primary Field Training Officers (FTO) shall receive a premium of \$1.50 an hour for all hours worked actually performing FTO duties.

**ARTICLE 13. SHIFT DIFFERENTIAL.**

**Section 1. Scheduled Shift Begins.**

Any officer whose scheduled shift begins at or after 2:00 p.m. and before 1:00 a.m. on any day shall receive payment of a \$1.15 per hour shift differential for all hours worked on that shift.

**Section 2. Eligible while on Qualifying Shift.**

An officer who is on a permanent schedule of rotating shifts is eligible to claim shift differential only while on a qualifying shift.

**Section 3. In an Overtime Situation.**

In an overtime situation where the Officer continues working from a non-qualifying shift into a qualifying shift, the Officer is eligible for a prorated shift differential, provided the Officer works at least four (4) hours of the qualifying shift.

**Section 4. Midnight Shift.**

The midnight shift will work the hours of 11:00PM – 7:00AM and will require that a permanent ranking supervisor be assigned to the shift. Members of this squad will not rotate to the other shifts. Assignment to this shift will be voluntary pending approval of the Chief of the UMBC Police Department. The remaining two (2) squads will alternate between the 7:00AM – 3:00PM shift and the 3:00PM – 11:00PM shift as per current practices. In the event that the midnight shift has too few volunteers, assignment will be based on seniority with those officers having the least seniority being assigned to the midnight shift. If there are too many volunteers, assignment will be done based on seniority in that those with the most seniority will have priority with regards to the opportunity to work on the midnight shift. The feasibility of continuing a midnight shift

will be based on but not limited to the following factors: increased absenteeism (sick leave and unscheduled absences), increased crime, and decreased productivity. Any changes to the current midnight shift will require written justification and a 60 day advance notice from the Chief of the UMBC Police Department.

## **ARTICLE 14. EMERGENCY CONDITIONS.**

### **Section 1. Essential Employees Defined.**

All members of the bargaining unit covered by this MOU are deemed essential employees.

### **Section 2. Essential Employees who Report to Work when the University is Closed.**

As essential employees, bargaining unit members are required to work during an emergency condition as declared by the University unless they are on approved leaves. As essential employees, officers who report to work shall be paid time-and-one-half for all hours worked. Administrative leave will be granted for all hours worked that the campus is closed during their shift.

When the University is closed due to an emergency condition, officers who are required to report for duty on a day when they are not scheduled for work will be compensated as follows: will receive pay for time worked at time-and-one-half, and receive, in addition, administrative leave at the same rate as hours worked (said rate being time-and-one half).

Administrative leave can either be paid or used at another time, provided that it is used within six (6) months from the date on which such leave accrues, or it will be paid out. Such administrative leave is accrued as compensatory time or paid at time-and-one-half.

When recording hours for University emergency closures on the UMBC timesheet, the officer submitting his/her timesheet will be responsible for indicating his/her preference per day (paid time or compensatory time) of one or the other in the comments section of the timesheet. If the officer does not indicate his/her preference, management will give the officer paid overtime.

When an essential employee fails to report to work after he/she has been scheduled to work, he/she will be required to take personal leave or other appropriate accrued leave. Employees who are on approved leaves shall not be paid administrative leave for that day.

**ARTICLE 15. ANNUAL, PERSONAL, AND MILITARY LEAVE.**

**Section 1. Annual Leave.**

A. Annual Leave for employees covered by this MOU is governed by *USM Policy VII-7.00 Policy on Annual Leave for Administrative and Classified Personnel*, approved by the Board of Regents April 25, 1991, and is subject to all the terms and conditions set forth therein with the following modifications:

B. Annual leave for full-time employees in the bargaining unit will be earned according to the following schedule. (Part-time employees in the bargaining unit working fifty percent (50%) or more will earn annual leave on a pro-rated basis.)

From 0 to 6 months: Leave is earned but cannot be used until the employee completes six (6) months.

Beginning with the 7 <sup>th</sup> month through the completion of the 4 <sup>th</sup> year:	10 days
Beginning with the 5 <sup>th</sup> year through the completion of the 10 <sup>th</sup> year:	15 days
Beginning with the 11 <sup>th</sup> year through the completion of the 20 <sup>th</sup> year.	20 days
Beginning with the 21 <sup>st</sup> year and thereafter:	25 days

**Section 2. Personal Leave.**

A. Personal Leave for employees covered by this MOU is governed by *USM Policy VII-7.10 Policy on Personal Leave for Regular Exempt Employees* approved by the Board of Regents, December 3, 1999. Full-time employees shall receive three (3) days (not to exceed 24 hours) of personal leave in each calendar year. Part-time employees working fifty percent (50%) or more shall receive personal leave on a pro-rated basis.

B. Personal leave must be used by the end of the first pay period that ends in the new calendar year. Any personal leave that is unused as of that time shall be forfeited by the employee and shall be contributed to the USM Leave Reserve Fund in accordance with the then current USM Policy on Leave Reserve Fund. No employee shall be paid for unused personal leave.

C. The use of personal leave shall require prior notification to the employee's supervisor.

D. Personal leave may be taken in one-hour increments.

**Section 3. Military Leave.**

An officer who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to a fifteen (15) day paid leave of absence when called to active duty under the terms and conditions set forth by applicable state and/or federal law in any calendar year. The officer must give his or her supervisor a two



(2) week advance notice of such leave, when possible, and must present to the supervisor a copy of the official governmental orders authorizing active duty for the officer.

## **ARTICLE 16. SICK LEAVE.**

### **Section 1. Purpose and Applicability.**

This Article governs the accrual and use of sick leave for all employees covered by this MOU. When a provision of this Article provides an employee with the eligibility to use sick leave that is also covered by the FMLA, the sick leave and the leave under the FMLA run concurrently. Also, employees must use their accrued sick leave in accordance with the specific provisions of this Article and exhaust all accrued annual leave and personal leave prior to using unpaid FMLA leave.

### **Section 2. General.**

- A. Sick leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health reasons.
- B. A full-time employee shall earn sick leave at the rate of 15 workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Department of Human Resources as provided in Section 4 of this Article.
- D. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund pursuant to Section VII-7.11 of the USM Regents' Policy governing Leave Reserve Fund for Exempt and Non-Exempt Employees on Regular Status, or unpaid family medical leave, as needed for personal illness. Employees in the bargaining unit shall also be eligible to participate in UMBC's sick leave donation program, provided that they meet the eligibility requirements established by the University for such participation.
- E. Earned sick leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Article when an employee is absent because of:
  - 1. Illness, injury, or disability of the employee.
  - 2. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical

provider listed in Section 4.F. of this Article that cannot be scheduled during non-work hours. Employees will provide three (3) working days' advance notice if possible, but in no event less than one (1) day's advance notice. Employees shall make every effort to schedule the appointment either at the beginning or the end of the scheduled workday in order to reduce time away from work. However, the University shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.

3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section 4.F. of this Article that cannot be scheduled during non-work hours and are not taken pursuant to Family and Medical Leave.

a) Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Department of Human Resources may require an employee to provide certification by a medical provider listed in Section 4.F. of this Article to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.

b) Up to fifteen (15) days of accrued sick leave shall be granted by the Department of Human Resources pursuant to the terms and conditions of this Article during any one (1) calendar year for medical care of a family member when the need for such care is not pursuant to Family and Medical Leave. When the need for such leave is pursuant to Family and Medical Leave, sick leave may be used to extent it is accrued and available.

4. Death of a relative

a) For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative

requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.

- b) Close relative as used in this Section means a spouse, child step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.
- c) The Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.

5. Integration of Sick Leave and Family Medical Leave

When an employee requests and is granted leave for reasons defined as "qualifying events" under the Family and Medical Leave Act (FMLA), the employee may use accrued sick leave, to the extent it is available, for any portion of that leave pursuant to the provisions of this MOU on FMLA. In all instances where leave is granted pursuant to the FMLA, employees must exhaust all accrued paid leave, including sick, personal, and annual, prior to moving to unpaid Family and Medical Leave. Advanced sick leave shall only be granted for the illness of the employee. Leaves under FMLA will not be considered when determining if any employee has a satisfactory attendance record.

6. Pregnancy, Childbirth and Adoption

Pregnancy, childbirth and adoption are considered "qualifying events" under the FMLA and as such are governed by Section 5 above. Advanced sick leave shall only be granted for the portion of leave during which the employee is incapacitated.

F. Leave Incentive Program

An employee who works for six (6) full months (July 1 thru December 31) without using any documented and/or undocumented sick leave starting at the beginning of each fiscal year (July 1) shall receive eight (8) hours of administrative leave time. An employee who works an additional consecutive six months (January 1 thru June 30) without using any additional documented and/or undocumented sick leave shall earn an additional eight (8) hours of Administrative paid leave time. Administrative leave is to be used within the

next twelve months of being earned provided that the leave is requested 48 hours in advanced. In accordance with leave requests this leave requires pre-approval. The maximum number of hours an employee may earn a fiscal year is 16 hours. Employees who are not on payroll as sworn police officers at the beginning of each fiscal year are not eligible to participate in the Leave Incentive Program. Employees who do not earn the initial eight hours during the first six months of the fiscal year are not eligible to earn administrative leave for the entire fiscal year.

**Section 3. Directed Use of Sick Leave/Medical Examinations.**

- A. The Department of Human Resources, in accordance with the provisions of this MOU dealing with Family and Medical Leave, may direct an employee to use accrued sick leave if it believes that an employee is unable to perform the essential responsibilities of his/her position due to illness, injury or disability.
- B. While either in active work status or on any type of employee-related sick leave, an employee may be required to undergo a medical examination(s) and evaluation(s) and may be required to provided verification of fitness for duty, as directed by the Department of Human Resources, to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position. Such determination will be made in writing by a certified medical provider as defined in Section 4.F of this Article, with a copy provided to the Department of Human Resources and to the employee.
  - 1. If the examination is conducted by a certified medical provider selected by the USM institution, the institution shall bear the costs of such medical examination. The employee may, however, see his/her own physician at the employee's own cost.
  - 2. If the examination(s) reveal(s) that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the Department of Human Resources in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.
  - 3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the certified medical provider selected by the USM institution, the President or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the employee's medical provider and the University's medical provider shall by agreement select the third medical provider who will render an opinion. In the event they are unable to reach agreement on a third medical provider, the third provider will be selected by the University. In selecting

the third provider, the University shall not select a provider that has been under contract, or that at the present time is under contract with the University. The decision of the President or designee regarding the employee's fitness for duty will take into account the medical opinions rendered. The decision of the President or designee is final. The expense of obtaining the third medical provider's opinion will be borne by the University.

**Section 4. Verification of Absences Charged to Sick Leave.**

A. In order to verify that the employee's use of sick leave is in accordance with this Section, to assure medical attention for an employee or to prevent the abuse of sick leave usage, the University may require an employee to submit verification of the reason for the use of accrued sick leave, advanced or extended sick leave.

B. Verification of Illness for Absences for Five (5) or More Consecutive Days.

The University may require an employee to provide an original certificate of illness or disability in cases where an absence is for five (5) or more consecutive workdays. The certificate required by this Section shall be signed by a certified medical provider as defined in Section 4.F. below.

C. Verification of Illness for Absences for Less than Five (5) Consecutive Days.

The University may require an employee to submit an original certificate of illness or disability for absences of less than five (5) consecutive days on the following conditions:

1. Where an employee has a consistent pattern within a twelve-month period of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization.
2. Where an employee has unusual absence patterns such as Monday/Friday, or the day before and/or the day after a holiday.
3. Where an employee has five (5) or more occurrences of undocumented sick leave usage within a twelve (12) month period.

D. Procedures for Certification Requirement.

Prior to imposing a requirement on an employee for documentation of sick leave use under Section C above, the University will counsel the employee that any future undocumented absences may, subject to the concurrence of the Department of Human Resources, then put the employee on written notice that he/she must certify all sick leave usage for the next six (6) months if the undocumented absence accumulated in accordance with this Section 4. At the conclusion of the six (6) months, the certification requirement will be rescinded provided the

employee has complied with the certification requirements and is in compliance with this Article. If the employee has not complied with the certification requirement and is not in compliance with this Article, the requirement shall be extended for an additional six (6) months from the date of the lack of compliance with the requirement. Failure of the employee to provide certification as described in this Section may subject the employee to disciplinary action.

- E. Verification may include but may not be limited to:
1. A written statement from the medical provider (as listed in Section 4.F. of this Article) indicating that the employee is required to be absent from work due to illness;
  2. The duration of absence from work;
  3. Prognosis of employee's ability to return to work;
  4. Title and original signature of an accredited, licensed or certified medical provider; and
  5. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article. Such information does not need to include information about the specific illness or health condition of the employee.
- F. Medical verification as outlined in this Article may be obtained from an accredited Christian Sciences practitioner or from 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; or
  10. Licensed Certified Social Worker-Clinical

**Section 5. Advanced Sick Leave for the Employee's Own Illness.**

A. An employee who sustains a temporary, recoverable illness, injury or serious disability may request advanced use of sick leave subject to the following four conditions:

The employee shall:

1. have completed six months of continuous USM service;

2. have completed an original probation period, if applicable;
  3. have exhausted all other types of accrued leave; and
  4. has performed at an “Effective” or better level of performance and has not been placed on a sick leave certification requirement as provided in Section 4 or been disciplined for a sick leave related offense during the past 12 months.
- B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of the Department of Human Resources.
- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers’ Compensation Commission.
- D. Written requests for advanced sick leave shall be submitted to the Department of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider as outlined in Section 4.A and 4.F of this Article.
- E. Sick leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year.
- F. The use of advanced leave constitutes a debt for which payment shall be enforceable upon the employee’s return to work or upon the employee’s separation from employment, whichever is earlier. Upon return to work the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the USM with cash.
- G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.
- H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the employee’s continued absence arising from the original illness, injury or disability.
- I. The Department of Human Resources may refer an employee who is on advanced sick leave as follows:
1. The employee may be referred to a USM institution-named certified medical provider paid for by the institution for periodic

examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

2. If there is a conflict between the employee's physician and the USM institution-named physician, the provisions of Section 3.B.3 shall apply.

**Section 6. Extended Sick Leave for the Employee's Own Illness.**

A. An employee who sustains a temporary, recoverable illness, injury or serious disability may request extended sick leave, subject to the three following conditions:

The employee shall:

1. have been in USM and/or State service for at least five years;
2. have exhausted all types of accrued leave and advanced sick leave;  
and
3. has performed at an "Effective" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section 4 or been disciplined for a sick leave related offense during the past 12 months.

B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Department of Human Resources.

C. The maximum cumulative total of extended sick leave available to an employee in USM or State service is 12 work months (52 work weeks).

D. Annual, sick and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.

E. Written requests for extended leave shall be submitted to the Department of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections 4.A and 4.F of this Article.

F. The Department of Human Resources may refer an employee who is on extended sick leave as follows:

1. The employee may be referred to a USM institution-named certified medical provider paid for by the institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.



2. If there is a conflict between the employee's physician and the institution-named physician, the provisions of Section 3.B.3 shall apply.

## **ARTICLE 17. HOLIDAYS.**

### **Section 1. Recognized Holidays.**

All officers are entitled to the following recognized holidays:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day (even-numbered years only)
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

### **Section 2. Eligible for Holiday Leave.**

To be eligible for holiday leave employees must be in a paid employment status on the calendar date of the holiday. To be eligible for holiday leave associated with University holidays, an employee must be in a paid employment status on the calendar date of the holiday regardless of the date the holiday is actually observed.

### **Section 3. University Holidays.**

In addition to the above holidays, officers shall be entitled to three (3) University holidays, which shall be scheduled at the discretion of the University. The actual dates of observation for paid holidays and University holidays vary from year to year. The Department of Human Resources shall notify all officers in writing of the holiday schedule as far in advance as possible. Officers may also earn any other holiday that is granted to all other University employees during the term of this MOU.

### **Section 4. Deferred Holidays.**

If an officer works on a holiday, then in addition to any other rights that may accrue from working on that holiday, the officer may opt to defer use of that holiday to another time.

- A. A maximum of three (3) earned or deferred holidays may be taken at the request of the officer, without supervisory approval provided that the officer informs his or her supervisor in advance of the shift that he or she intends to use a particular day as a deferred holiday.

- B. All other deferred holidays will be granted provided that the officer informs his or her supervisor at least forty-eight (48) hours in advance of the shift he or she intends to use as a deferred holiday and receives approval from his or her supervisor, based upon the needs of the Department of Public Safety.
- C. A maximum of three (3) deferred holidays may be carried over until the last day of December of the year following the year during which the holiday occurred. Deferred holidays that are not taken within the prescribed time provided above (i.e., the last day of December shall be forfeited).

**Section 5. Overtime for Select Holidays.**

University Police Officers working on Independence Day, Thanksgiving Day, Christmas Day and New Year's Day will receive compensation at a rate of time and one half for each hour worked in addition to receiving a paid Holiday for that day.

**ARTICLE 18. UNION LEAVE.**

**Section 1. Amount of Union Leave.**

The total amount of Union leave granted during a fiscal year may not exceed 112 hours, which is to be used for the purpose of conducting Union business and participating in approved Union activities including but not limited to attendance at National (such as Law Enforcement Officers Memorial Day), State and regional FOP meetings, and off-campus Union business, including regular and emergency meetings of FOP Lodge # 129. Time taken under this provision may be used in one hour increments. The lodge Vice-President shall keep an accurate account of all Union Leave used and shall make the records available to the Chief or his designee upon request. The Office of the Chief will be responsible for monitoring official records of Union leave usage.

**Section 2. Requests for Union Leave.**

All requests for Union leave shall be submitted to the University Chief of Police or his/her designee, in writing by FOP Lodge # 129 no later than thirty (30) working days in advance of the day on which the leave is to begin and shall include: (1) A general description of the activity and its purpose; (2) the date and location of the activity; (3) the name(s) of the employee(s) for whom Union leave is being requested; and (4) the number of hours being requested.

**Section 3. Approving Union Leave Requests.**

After verifying the validity of the request with a Union representative and the accuracy of the time being requested, the University Chief of Police or his/her designee, will approve Union leave unless extraordinary circumstances require that such approval be denied due to staffing needs. Approval of leave under this section shall not be unreasonably withheld.

**Section 4. Release Time for Processing Grievances.**

Bargaining unit member(s) will be allowed paid release time that is not charged against hours provided in Section A of this Article for the purposes of processing grievances, addressing disciplinary actions, and conferring with management concerning grievances and collective bargaining issues.

**ARTICLE 19. PARKING.**

From the effective date of this MOU until negotiated otherwise, the University agrees that bargaining unit employees shall not be subject to increases in the cost of on-campus parking; presently, \$260.00 per year, and if an employee has a gate card, an additional \$80.00 per year. Employees also presently have the option of paying \$2.00 per day for on-campus parking, which amount shall not be increased until negotiated otherwise. Any contemplated increases in the cost of parking will be negotiated with the Union.

**ARTICLE 20. CLOTHING AND EQUIPMENT REPLACEMENT AND CLEANING ALLOWANCES.**

**Section 1. Uniforms for Officers.**

The University shall continue to provide uniforms and all required equipment and accessories for officers in accordance with current policy, including the provision of all leather and nylon accessories. The University will replace uniforms as necessary so long as the replacement is not necessitated through negligence or intentional acts by the officer. The University will provide an annual stipend of \$250.00 to pay for dry cleaning of the Class A, Class B, Class C, and Bike Uniforms. In addition, officers shall receive an allowance of \$100.00 per year to defray the cost of shoes. Bike officers will receive shoes according to need in addition to \$250.00 to pay for dry cleaning and the \$100.00 to pay for non-bike shoes.

**Section 2. Plainclothes Officers.**

The University will provide Plainclothes Officers an annual stipend of \$530.00 for the purchase, replacement, and dry cleaning of clothing required in the performance of their duties. In addition, officers shall receive an allowance of \$100.00 per year to defray the cost of shoes.

**Section 3. Method of Payment.**

Stipends will be paid to members of the Union in semi-annual installments - each July and January of each fiscal year.

**Section 4. Supply of Necessary Items Used by Officers.**

The University will continue to supply all other necessary items (identified more specifically in Appendix A of this MOU) to officers based upon the needs of the Department.

**ARTICLE 21. TUITION REMISSION.**

Tuition Remission shall be available to bargaining unit members, their spouses and dependent children consistent with applicable University System and University Policies, as amended from time to time.

**ARTICLE 22. HEALTH BENEFITS.**

All officers who are eligible for health insurance benefits coverage offered by the State of Maryland Employees Benefits Division shall receive said coverage on the same terms and conditions and pay premium or periodic charges on the same basis and to the same extent as the State establishes for State employees.

The University shall provide at no cost to the employee Hepatitis B shots on an as needed basis but no more than once per calendar year for officers who request them. It is understood that the University shall bear no responsibility or liability in any way by virtue of providing this service.

**ARTICLE 23. PENSION AND RETIREMENT.**

**Section 1. University will Continue to Offer LEOPS.**

The University will continue to offer the Law Enforcement Officers' Pension System (LEOPS) Plan currently in effect to the bargaining unit officers, as it may be modified or amended by the State.

**Section 2. Retirement Badge and Identification.**

When an officer retires under the LEOPS Plan or due to a medical disability under the University's policies, the University will continue its present practice of providing the officer with a retirement Badge and Identification.

**ARTICLE 24. GRIEVANCE PROCEDURE.**

Subject to any limitations of existing law, a complaint or grievance is defined as a dispute concerning the application or interpretation of the terms of this MOU. Any complaint or disciplinary issue subject to procedures established by state law or regulation, such as the University of Maryland Classified Employee Grievance Procedures in the Education Article of the Maryland Code and the Law Enforcement Officers' Bill of Rights, 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.

Complaints/grievances under this MOU shall be presented and adjusted in the following manner:

**Step 1** - Within fifteen (15) days after the event giving rise to the complaint, the aggrieved employee and/or the Union representative shall meet and discuss the dispute with the officer's Sergeant or designee. The officer's Sergeant or designee shall attempt to adjust the matter and respond orally to the officer and/or the Union representative within three (3) days. Within twelve (12) days of the meeting between the immediate supervisor and aggrieved and/or the Union representative, an aggrieved employee or the employee's designated representative may present the grievance in writing to the Director of the Police Department or designee for discussion. The Director of the Police Department or his/her designee shall meet and discuss and shall attempt to adjust the matter and respond in writing to the officer and/or his/her designated representative within five (5) business days.

**Step 2** – If the dispute has not been settled at Step 1, a written complaint indicating the nature of the dispute, the article of the MOU alleged to have been violated, the basic facts of the dispute, and the requested remedy may be filed and presented to the University's Assistant Vice President of Human Resources or his/her designee within five days after receiving the Step 1 response. The Associate Vice President of Human Resources or his/her designee shall meet with the employee and, if requested by the employee, the employee's designated representative, and shall render a decision in writing no later than fifteen (15) days after the meeting. Complaints by the University against the Union shall commence at Step 2 with a written notice to the president of the union.

**Step 3** – If either party is not satisfied with the decision at Step 2, that party may submit the complaint to the Office of Administrative Hearings within ten days after receipt of the written Step 2 decision to either the Office of Administrative Hearings ("OAH"), if such office agrees to accept such complaint, or, if the OAH refuses to accept such complaint, to an independent hearing examiner hired by and at the expense of the University.

The administrative law judge or hearing examiner, as appropriate, shall have the power to award any necessary and appropriate relief in any grievance, and the University shall abide by and enforce any such order. A failure by a complaining party to abide by the provisions of this section, including the time limits herein, shall result in a forfeiture of the ability to proceed to the next step of the complaint process.

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

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.

Day for purposes of this grievance procedure means calendar day. Business day for purposes of this grievance procedure means a day on which the University is open, and does not include weekends or holidays.

The FOP may file a grievance on behalf of an affected employee or on behalf of a group of affected employees.

## **ARTICLE 25. WORK STOPPAGES.**

It shall be a violation of this MOU for the Union to engage in or encourage a strike or work stoppage against the University. If the Union engages in or encourages a strike or work stoppage against the University, the University shall seek relief by filing Unfair Labor Practice charges against the Union with the State Higher Education Labor Relations Board, which shall be authorized hereby to determine the appropriate remedy. In addition to the foregoing actions before the SHELRB, the University reserves the right to take any and all other available legal action it deems necessary in the event of an illegal work stoppage in violation of this MOU.

The University agrees that during the life of this MOU, it shall not engage in a lockout of employees who are members of the bargaining unit.

## **ARTICLE 26. SCOPE OF AGREEMENT.**

This MOU in all respects supersedes and replaces all University and Board of Regents policies and practices covering the employment relationship between the University and bargaining unit members that conflict with this MOU. All University and Board of Regents policies remain in effect unless specifically superseded by this MOU. Except as otherwise specifically provided for in this Agreement, this MOU may be modified only by written agreement of the University and the FOP. The parties agree that the terms of this MOU shall apply to the wages, hours, and other terms and conditions of employment of bargaining unit sworn police officers.

All matters which could have been negotiated but were omitted from such negotiations shall not be subject to further negotiations during the life of this MOU, unless specifically left open within this agreement for such mid-MOU negotiations. No addition to, alteration, modification, or wavier of any term, provision, covenant or condition or restriction in this MOU shall be valid, binding, or of any force or effect unless mutually agreed to, in writing, by the University and the FOP.

## **ARTICLE 27. SAVINGS.**

In the event that a court of competent jurisdiction, the State Higher Education Labor Relations Board, or other regulatory or enforcement agency determines that any provision(s) of this MOU is/are in conflict with and/or superseded by any State, federal, or local law or regulation, the provisions of such State, federal, or local law or regulation shall control, and the remainder of the MOU shall not be invalidated by such conflict.

If a determination or decision is made pursuant to the paragraph above, the parties to this MOU shall convene immediately for the purpose of negotiating such items as a satisfactory replacement for such Article or part thereof.

## **ARTICLE 28. DURATION AND RENEWAL.**

### **Section 1. Duration.**

This MOU shall become effective when it has been ratified and signed by the parties. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on October 26, 2015. The parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

### **Section 2. Renewal.**

Should either Party desire to renew this MOU, it shall provide written notification of its intent to the other Party at any time prior to the last twelve (12) month period of its duration, and 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.

### **Section 3. Limited Reopener for Fiscal Year 2015.**


Notwithstanding the provisions of Article 28, Section 1 (Duration), either party may reopen this MOU during the month of April of 2015 for the purpose of negotiating the limited subjects of cost-of-living adjustments and merit pay adjustments. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

### **Section 4. Ratification and Execution.**

Should the parties each affirmatively ratify the terms of this MOU, the absence of certain signatures on the Signature Page of the MOU shall not delay the implementation and enforceability of its terms.

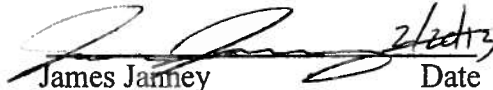
**Signature Page**

**UNIVERSITY OF MARYLAND  
BALTIMORE COUNTY**



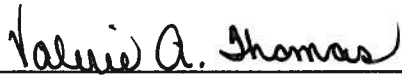
Freeman A. Hrabowski, III      Date  
President, UMBC

**FRATERNAL ORDER OF  
POLICE LODGE # 129**

 2/20/13

James Janney      Date  
President, FOP Lodge 129

**UMBC BARGAINING TEAM**



Valerie A. Thomas  
Chief Negotiator

Shobhna Arora  
Paul Dillon  
Elmer Falconer

**FOP BARGAINING TEAM LOCAL 129**

 2/20/13

MPO James Janney  
Chief Negotiator

MPO Carl Anderson  
MPO Scott Lyle



## APPENDIX A

<b>UMBC POLICE DEPARTMENT EQUIPMENT INVENTORY/REMOVAL</b>
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***POLICE CLOTHING (Updated 8/05/05)***

ITEM	Quantity	Size	Removed	New Quantity	Size	Signature	Date
<b>Blouse, Class A</b>							
<b>Cap, Furry</b>							
<b>Hat, Winter</b>							
<b>Hat, Summer</b>							
<b>Jacket, Patrol, Lightweight</b>							
<b>Jacket, Patrol Winter</b>							
<b>Raincoat</b>							
<b>Vest, Protective &amp; Carrier</b>							
<b>Neckties</b>							
<b>Shirts, Black, Summer</b>							
<b>Shirts, Black, Winter</b>							
<b>Shirts, White, Summer</b>							
<b>Shirts, White, Winter</b>							
<b>Sweater</b>							
<b>Trousers, Uniform</b>							
<b>UMBC Dickies</b>							<b>1/06</b>

Long Sleeve Turtlenecks							1/06
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**COPS CLOTHING**

<b>COPS ITEM</b>	<b>Quantity</b>	<b>Size</b>	<b>Removed</b>	<b>New Quantity</b>	<b>Size</b>	<b>Signature</b>	<b>Date</b>
<b>Bike Patrol Helmets</b>							
<b>Polos, Short Sleeve</b>							
<b>Polos, Long Sleeve</b>							
<b><i>Cycling Pants</i></b>							
<b><i>Cycling Shorts</i></b>							
<b>Vest w/Zip off Bolero</b>							
<b>Bike Caps - Black</b>							
<b>Bike Gloves (Black)</b>							
<b>Bike Gloves (Yellow)</b>							
<b>Bike Shoes</b>							

**MISCELLANEOUS**

<b>ITEMS</b>	<b>Quantity</b>	<b>Size</b>	<b>Removed</b>	<b>New Quantity</b>	<b>Size</b>	<b>Signature</b>	<b>Date</b>
<b>Badge, Breast Rank &amp; Number</b>							
<b>Badge, Shooting Type</b>							
<b>Baton, ASP</b>							
<b>Baton, Holder</b>							
<b>Belt, Gun</b>							

<b>Belt, Waist</b>							
<b>Case, Handcuff</b>							
<b>Collar Ornaments</b>							
<b>Flashlight</b>							
<b>Handcuffs, Serial #</b>							
<b>Holster, Duty 9MM</b>							

<b>ITEMS</b>	<b>Quantity</b>	<b>Size</b>	<b>Removed</b>	<b>New Quantity</b>	<b>Size</b>	<b>Signature</b>	<b>Date</b>
<b>Holster, Plainclothes 9MM</b>							
<b>Magazine Pouch</b>							
<b>Key Holder</b>							
<b>Pepper Spray</b>							
<b>Pepper Spray Holster</b>							
<b>Pepper Spray Key Chain</b>							
<b>Strap, Handcuff</b>							
<b>Strap, Shoulder Class A</b>							
<b>Firearm, Duty 9MM Serial #</b>							
<b>Riot Helmets</b>							
<b>Equipment Bags</b>							
<b>Radio Carrier</b>							
<b>Radio Mic Carrier</b>							
<b>Belt Straps</b>							
<b>Tie Bars</b>		<b>Men's Women's</b>					

<b>Insignia's Sgt.</b>							
<b>Cpl.</b>							
<b>Pfc.</b>							
<b>FTO.</b>							
<b>Earplugs</b>							

**UPD Form 117**

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