



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**UNIVERSITY OF MARYLAND, BALTIMORE**

Effective July 1, 2025 through June 30, 2028

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## **PREAMBLE**

This Memorandum of Understanding (“MOU”) is entered into by the University of Maryland, Baltimore (“University” or “Employer”) and the University of Maryland, Baltimore Police Lodge #141, Fraternal Order of Police, Inc. (“Union” or “FOP 141”) and has its purpose: the promotion of harmonious relations between the Employer and FOP 141; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and the agreement of the parties on the standards of wages, hours, and other terms and conditions of employment for the Bargaining Unit employees covered hereunder. The University and the Union recognize that the laws of the State of Maryland, including the applicable provisions of the State Personnel and Pensions Article, the State Government Article and the Education 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 I: RECOGNITION**

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

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

## **ARTICLE II: NON-DISCRIMINATION**

### **Section 1. Prohibition against Discrimination**

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

### **Section 2. Union Activity**

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

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

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

### **Section 4. Discrimination and Harassment**

The Parties understand and acknowledge that discrimination and harassment (including sexual and other forms of harassment) in the workplace is a serious matter, that it will not be tolerated by the University, and that all reasonable steps will be taken to ensure that employees are not subject to discrimination and harassment (including sexual and other forms of harassment).

Bargaining unit members agree to cooperate with the University’s non-discrimination policies, including

but not limited to the Title IX process for addressing discrimination and harassment complaints. This provision shall be interpreted in accordance with the Police Accountability Act, Public Safety Article, § 3-101 through § 3-114.

### **Section 5. Representation**

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

## **ARTICLE III: MANAGEMENT RIGHTS**

The Employer retains the sole and exclusive authority for the management of its operations and, except as expressly limited by a specific provisions of this MOU, may exercise all rights, powers, duties, authority, and responsibilities conferred upon and invested to it by all laws including, but not limited to Section 22-204 of the State Government Article, and Sections 12-110, 12-111, and 13-601 of the Education Article, Annotated Code of Maryland, as may be amended, which are hereby incorporated into this MOU.

## **ARTICLE IV: UNION RIGHTS**

### **Section 1. Access**

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

### **Section 2. Stewards**

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

In the event FOP 141 determines that redistribution of steward assignments is necessary or that additional stewards are warranted on account of changes in department structure, the Employer and FOP 141 shall negotiate in good faith to accommodate such a request by FOP 141.

FOP 141 will notify the University in writing of the names of the designated stewards prior to them assuming any duties. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to represent employees in grievances. To the extent necessary to participate as a representative in grievance hearings, the University shall take reasonable steps to adjust a designated steward's shift so that such participation is on official duty time without incurring additional costs. Release from duty and shift adjustments may be denied for business reasons and will be consistent with the

operational needs of the Employer.

### **Section 3. Time Off With Pay During Work Hours**

#### **1. Granted Time Off With Pay Generally**

The Employer shall grant time off with pay, consistent with the operational needs of the Employer during scheduled work hours, the total of which on a daily basis will not exceed the employee's normally scheduled workday, to represent employees in grievance meetings described in this MOU, participate in labor/management meetings and negotiating sessions regarding supplementation or amendment of this MOU during its term, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being FOP 141 representatives.

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

#### **2. Granted Time Off With Pay for Negotiations**

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

#### **3. Creation of Release Time Account**

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

#### **4. Notice & Approval**

The Employer may require requests for time off with pay made under paragraphs (1), (2), or (3) above to be in writing. In general, requests for time off with pay made under paragraphs (1), (2), or (3) shall be made at least fifteen (15) business days in advance, except in the event that the requested time off consists of three (3) or more consecutive days, in which case the requests shall be made at least thirty (30) days in advance. The Employer shall respond within five (5) business days of receiving the request. Under exigent circumstances, FOP 141 may request and the Employer may grant requests for time off with pay with less than fifteen (15) business days' notice. Requests for time off with pay under paragraphs (1), (2), or (3) will be considered as soon as possible. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of FOP 141, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Such time off will not be detrimental in any way to the employee's record, will be specifically taken into account when applying performance standards relating to quantity and timeliness of work, and will not generate additional costs to the University.

#### **5. Designated Persons**

The parties recognize their respective obligations to appropriately administer the MOU in an efficient manner in the context of effective and efficient government operations. To this end, the

Employer and FOP 141 shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay.

#### **Section 4. Meeting Space**

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

#### **Section 5. Use of Departmental Office Equipment**

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

#### **Section 6. Posting/Distribution of Union Information**

The Employer shall provide a reasonable amount of wall space for a bulletin board at the facilities of the Department of Public Safety that is mutually agreed to, for the exclusive use of FOP 141. FOP 141 shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the FOP 141 official approving the posting. FOP 141 shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, FOP 141 shall provide a copy of all items to the Employer. At University Department of Public Safety facilities, FOP 141 shall be permitted to place informational materials for employees at the worksite as agreed to by the Operations Commander. This placement must be done by a University police officer designated by FOP 141 who holds the appropriate security credentials.

#### **Section 7. Mail Service and Computer Mail**

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

#### **Section 8. New Employee Orientation**

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

#### **Section 9. Information Provided to FOP 141**

The University shall provide to FOP 141 a list of information, to include: new hires, separations, promotions, transfers, and reclassifications (including agency code, position numbers involved, classifications, grades, and effective dates) for all bargaining unit employees. New hire employee information will be provided within 30 days of the new hires start. Other personnel actions listed above for bargaining unit employees will be provided to FOP 141 on request, not to exceed quarterly. The above

information shall be provided in an electronic format convenient to the Employer. FOP 141 shall treat the information as Confidential Information, as defined in Section 22-203 of the State Government Article Annotated Code of Maryland.

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

Nothing herein shall be construed to restrict FOP 141's right to request and receive information in accordance with applicable public information acts.

### **Section 10. Exclusivity**

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

### **Section 11. Manuals**

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

### **Section 12. Check-off of Dues**

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

### **Section 13. Service Fees**

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

## **ARTICLE V: LABOR/MANAGEMENT COMMITTEE**

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

The LMC shall have the following features:

1. The LMC will be co-chaired by one member from labor and one member from management.
2. The LMC will develop ground rules and identify how additional members who will participate in the LMC will be selected within 60 days of the first LMC meeting.
3. The LMC will meet monthly (or as needed, by majority consent of the committee). The LMC co-chairs will be responsible for coordinating the agenda for the meetings through the exchange of agenda items by each party at least one week in advance of each meeting.

4. The LMC considers, evaluates, and makes recommendations with respect to matters bearing upon the economy and efficiency of University of Maryland Police operations and the welfare of its employees, regardless of whether such matters are negotiable. The willingness of the parties to discuss such matters in the LMC does not preclude negotiations over any such subject that is a mandatory subject of bargaining.
5. FOP 141 representatives will be deemed to be in on-duty status while participating in such meetings.
6. The LMC may establish ad hoc subcommittees.

## **ARTICLE VI: WAGES AND OVERTIME**

### **Section 1. Police Pay Scale**

1. The University and FOP have agreed to a new pay scale and annual step increases. Accordingly, the University and FOP agree to a Police Pay Scale, attached as Appendix 1 (“Police Pay Scale” or the “Scale”), effective July 1, 2025, following ratification of this MOU. Bargaining unit employees will be placed on the Police Pay Scale (Appendix 1) effective July 1, 2025, at the same step that they are positioned immediately prior to July 1, 2025 (e.g., an officer at UPO II, Step 7 on June 30, 2025 will be placed on the Police Pay Scale at UPO II, Step 7.) Bargaining unit employees shall not receive any COLA and/or Merit increases that may occur during the term of this MOU.
2. Following initial placement on the Police Pay Scale as described in Section 1.1 above, the University agrees to provide a one-time step increase to only those Corporals (UPO III) promoted on March 28, 2021, and who are still employed as Corporals (UPO III) on July 1, 2025. This one-time step increase shall be effective July 1, 2025.
3. The University will continue to hire employees at a wage it deems commensurate with their experience and education. The University will determine where to place new bargaining unit employees on the Scale.

### **Section 2. Movement from One Step to the Next**

1. To be eligible to move from one step to the next, a bargaining unit employees must have satisfactorily completed their probationary period and be performing at an overall "Meets Standards" level of performance as determined by the most recent performance assessment (“eligible bargaining unit employee”) by the dates listed in 2.1 or 2.2 below in order to be eligible. If a bargaining unit employee does not meet these eligibility criteria, the employee shall remain at his/her current step on the Scale.
2. Effective July 1, 2026, all eligible bargaining unit employees will receive a one-step increase in accordance with the Scale attached as Appendix 1.
3. Effective July 1, 2027, all eligible bargaining unit employees will receive a one-step increase in accordance with the Scale attached as Appendix 1.
4. For the increases set forth in subsections 2.1 and 2.2 of this Section, any bargaining unit employee who is at the maximum step of the Police Pay Scale shall receive an increase equivalent to a 20% one step increment in the form of a one-time lump sum payment in accordance with USM processes, which is not added to the employee’s base pay rate. Such payments will be made in the first pay period after July 1 of each year of this MOU. Consistent with USM policy, such one-time lump sum payment does not count towards pension contributions.

### **Section 3. No COLA Increases to Police Pay Scale**

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

#### **Section 4. No Merit Increases**

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

#### **Section 5. Reclassification from UPO I to UPO II**

A UPO I will be reclassified to UPO II, Step 1 of the Police Pay Scale, after the successful completion and graduation from a recognized police academy, serving one year as a sworn UPO I (not inclusive of police academy service), and receiving a rating of at least "meets standards" in every component of his/her final probationary evaluation.

#### **Section 6. Promotion from UPO II to UPO III**

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

#### **Section 7. Shift Differential**

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

#### **Section 8. Field Training Officer**

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

#### **Section 9. Dry Cleaning Allowance**

Employees, while on active status, shall receive a dry cleaning allowance of \$23.08 per biweekly pay period.

#### **Section 10. Acting Pay**

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

#### **Section 11. Overtime**

1. All hours worked by an employee beyond forty (40) hours in the regular workweek are overtime hours and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate.
2. 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.

3. When compensatory time is offered as a choice, in lieu of overtime cash payment, employees will be informed no later than the first working day of the pay period that the choice is available. In such cases, the decision to receive compensatory time in lieu of overtime pay is the employee's choice. When compensatory time is chosen, the employee shall indicate his/her desire to receive compensatory time in lieu of cash payment for the overtime worked in the pay period. When compensatory time is chosen, the employee shall earn and receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour of overtime worked. Use of compensatory time is subject to supervisory approval with at least forty-eight (48) hours advance notice. The maximum accumulation of compensatory time is 240 hours (30 days). Accumulation in excess of 240 hours in any given pay period must be paid out to the employee within the next two pay periods. Any accumulated compensatory leave shall be used in the same calendar year as earned. Any unused accumulated compensatory leave remaining at the end of the calendar year earned, and/or at the time of separation from USM employment, shall be paid to the employee.
4. Due to accounting challenges, employee choices will apply for the entire pay period and remain as part of his/her profile in the time and leave system until he/she requests a change back to cash for overtime compensation in the next available pay period.
5. Any overtime that is required shall be offered first to the least senior officer at the rank who is on duty when the overtime becomes available. Any overtime opportunities that are voluntary shall be offered first to the most senior officer at the rank who is on duty when the overtime is offered.
6. If an employee is scheduled to work overtime but has not been notified twenty-four (24) hours prior to the start of the shift that the overtime has been canceled, the employee shall receive a minimum of three (3) hours regular hourly rate, unless the cancellation is due to circumstances beyond departmental control.

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

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

## **Section 13. Pay for Court Appearances**

When exceeding the employee's scheduled work hours to attend court or judicial proceedings, employees will receive payment at their pay rate for a minimum of four (4) hours. The increased pay provided for in this Section does not apply to any portions of a court appearance that take place during the employee's regularly-scheduled shift. Only time actually spent in court will count towards any applicable overtime. Any remaining time required to be paid pursuant to this Section will be paid at the employee's regular rate.

## **Section 14. On-Call Pay**

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

1. shall not be impaired while in on-call status, and must otherwise be fit for duty;
2. must provide the University with accurate contact information, including, but not limited to, phone numbers, and cell phone numbers;
3. must have, while on such status, an effective, working means of being contacted; and
4. must respond verbally within fifteen minutes of being contacted and must report physically within two

hours of being requested to do so.

### **Section 15. Bilingual/Multilingual One-Time Bonus**

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

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

1. An officer certified proficient in up to two languages will receive a \$500.00 one-time bonus.
2. An officer certified proficient in three or more languages will receive a \$1,000.00 one-time bonus.
3. The one-time bonus will be paid within 30 days of Human Resources' approval of the required certification/accreditation.

### **Section 16. Baltimore City Allowance**

Bargaining unit Officers currently living in the City of Baltimore will be eligible to receive an annualized "Baltimore City Housing Allowance" of \$10,000 effective July 1, 2025, through June 30, 2028 on a first come first served basis during eligibility periods. The Baltimore City Housing allowance will be paid bi-weekly each year they are eligible and approved for the allowance. The University will cap eligibility and funding for this "Baltimore City Housing Allowance at 30% of bargaining unit Officers. This means that once the funding is exhausted, an Officer who lives in the City of Baltimore will not be entitled to the allowance, even if they meet eligibility criteria.

Officers need to show proof of residency and be approved by the UMB Department of Public Safety each year they are eligible for the allowance. Officers must show proof of residency on or before July 1st each year they are eligible for the allowance and the Memorandum of Understanding is active. If proof is not provided on or before July 1st of the applicable year, the Officer will not be eligible to be paid for the Baltimore City Housing Allowance.

Bargaining unit officers who receive a Baltimore City Housing Allowance must provide the University with at least thirty (30) days' notice before moving outside of Baltimore City. If an Officer no longer lives in Baltimore City, the Baltimore City Housing allowance shall cease. Officers are required to submit the official moving date along with proof of their relocation. Failure to comply may result in disciplinary action and the recoument of misallocated housing allowance funds.

In order to be eligible for the Baltimore City Housing Allowance in this Section, the bargaining unit officer must execute an agreement which requires the bargaining unit officer to repay the full amount of any payment received under the terms of this Section if they relocate outside of Baltimore City and do not provide timely notice to the University as required by this Section. The University will prepare and provide the bargaining unit officer Baltimore City Housing Allowance repayment agreements.

#### **Proof of Residency Requirements:**

1. One of the following:
  - a. Proof of the Officer's ownership of a residence, which may include a deed, signed settlement sheet, title, mortgage coupon book, real estate tax bill, or title. OR

- b. Proof of the Officer's lease with a real estate management company or commercial lessor which must include all pages and required signatures. OR
- c. Proof of the Officer's rental agreement with a private party owner, which must include proof of ownership from the landlord and all pages and required signatures.

**AND**

- 2. One of the following documents:
  - a. Federal or State income tax return for the immediate previous year
  - b. W-2 form for the current year
  - c. Mailing from a government agency
  - d. Charge account/credit card billing statement
  - e. Bank account statement
  - f. Utility bill
  - g. Cable bill
  - h. Motor Vehicle Administration vehicle registration
  - i. Driver's license, Maryland identification card, or age of majority card from the Motor Vehicle Administration
  - j. Court documents
  - k. Government-issued license and/or professional certificate
  - l. First class mail from a business or agency

Whether an Officer member meets the residency requirements set forth above shall be in the sole discretion of the University with no right to grievance or appeal.

### **Section 17. Retention Bonus**

All bargaining unit employees as of the effective date of this MOU who are in good standing, have received at least a “Meets Standards” or “Meets Expectations” performance rating, and have no disqualifying disciplinary actions are eligible for a retention bonus of \$3,333.34, paid as a lump sum.

If a bargaining unit employee receives any discipline for a substantiated “Category B” offense pursuant to the Statewide Police Disciplinary matrix in the twelve month period prior to payment of a bonus under this Section, the bargaining unit employee is not eligible to receive a retention bonus that year. If a bargaining unit employee has already received the retention bonus and subsequently receives discipline for a substantiated “Category B” offense within the same bonus year (e.g., the bonus is paid on 7/1/25, and discipline is issued on 10/26/25), they will be ineligible for the next scheduled retention bonus.

If at any point during this MOU a bargaining unit employee receives any discipline for a substantiated “Category C” offensive or above pursuant to the Statewide Police Disciplinary matrix, the bargaining unit employee is not entitled to any retention bonus during the duration of this MOU.

Bargaining unit employees hired between January 1, 2025, and June 30, 2025 are not eligible to receive a retention bonus during the term of this MOU. Any bargaining unit employee who receives a sign-on bonus during the term of this MOU is not eligible for the retention bonus during the term of this MOU.

The retention bonus will be paid to eligible bargaining unit employees effective July 1st of each year covered by the MOU. If a bargaining unit employee resigns or is terminated for any reason before completing the year of service for which they received the bonus, they must repay the \$3,333.34 retention payment to the University. For example, if a bargaining unit employee separates from employment on August 1, 2025, they would be required to repay the retention payment for the period spanning July 1,

2025, through June 30, 2026.

Bargaining unit employees must adhere to the University’s guidelines on retention bonuses. To receive a retention bonus, bargaining unit employees must execute an agreement requiring them to repay the amount received for any year in which their employment is terminated. The University will prepare and provide the bargaining unit employee retention agreements.

## **ARTICLE VII: LEAVE WITH PAY**

### **Section 1. Personal Leave**

In accordance with USM policy, bargaining unit employees covered by this MOU shall be entitled to three (3) days (not to exceed 24 hours) of personal leave in each calendar year, except that employees shall be entitled to four (4) days (not to exceed 32 hours) of personal leave in a leap year. According to USM Policy, any unused personal leave from the previous calendar year must be used by the end of the first pay period that concludes in the new calendar year. No employee shall be paid for unused personal leave. Personal leave is governed by the terms and conditions outlined in USM Policy.

### **Section 2. Annual Leave**

Employees shall accrue annual leave at a rate consistent with the accrual rate determined by USM Policy. Consistent with USM Policy updates made on November 22, 2024, full-time nonexempt employees currently earn paid annual leave based on the following (all days at eight hours/day regardless of whether employee works 8- or 10-hour shifts):

<b>Years of Employment</b>	<b>Annual Leave</b>
Beginning with the Date of Employment through completion of the 1st year	14 days
Beginning with the 2nd year through completion of the 2nd year	15 days
Beginning with the 3rd year through completion of the 3rd year	16 days
Beginning with the 4th year through completion of the 4th year	17 days
Beginning with the 5th year through completion of the 10th year	18 days
Beginning with the 11th year through completion of the 20th year	20 days
Beginning with the 21st year and thereafter	25 days

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

Earned but unused annual leave shall be carried over from calendar year to calendar year up to a maximum of 480 hours for full-time employees or the amount USM Policy allows, whichever is greater. Leave payouts are governed by USM Policy.

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

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

### **Section 3. Accumulated Annual Leave**

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

### **Section 4. Sick Leave**

Sick leave shall be earned and used in accordance with current USM and UMB policies.

### **Section 5. Accrued Sick Leave**

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

### **Section 6. Jury Duty Leave**

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

### **Section 7. Accident Leave**

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

### **Section 8. Bereavement Leave**

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

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

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

### **Section 9. Parental Bereavement Leave**

Bargaining unit employees covered by this MOU may be eligible for parental bereavement leave pursuant to the Md. Code Ann., State Personnel and Pensions Article (SPP), § 9-1109, as amended from time to time. Parental bereavement leave is a type of paid leave provided to eligible bargaining unit employees as follows:

1. An employee may use up to ten (10) days of paid parental bereavement leave within 60 days after the

death of the employee's child.

2. An employee may use up to 60 days of paid parental bereavement leave within 60 days after the employee experiences a stillbirth, or after the death of their infant.

“Child” means an adopted, biological, or foster child, a stepchild, or a legal ward, who is at least six (6) months old and under the age of 27 years.

“Infant” means an adopted, biological, or foster child, a stepchild, or a legal ward, who is under the age of six (6) months.

Bargaining unit employees may use parental bereavement leave only after notifying Human Resource Services and their supervisor of the employee's intention to use parental bereavement leave. Bargaining unit employees shall follow UMB guidelines for determining eligibility for leave under this Section. Use of parental bereavement leave is subject to USM policy and UMB policy and procedures.

### **Section 10. Military Leave**

Per USM policy, an employee is entitled to Military Training Leave with pay for military training purposes for a period of not more than 15 workdays (prorated for part-time employees) in any calendar year. Military Leave applies to employees who are members of the organized militia or the Army, Navy, Air Force, Marines, or Coast Guard Reserves. Bargaining unit members on Military Training Leave will be placed on Monday-Friday, eight (8) hour shifts.

### **Section 11. Leave Reserve Fund**

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

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

### **Section 12. Leave Under the Family and Medical Leave Act (FMLA)**

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

### **Section 13. Administrative Leave**

Administrative Leave for employees covered by this MOU is governed by USM Policy on Administrative Leave VII-7.20. Administrative Leave may be granted when emergency conditions exist. The UMB president (or designee) is the official who may grant administrative leave. The executive director of Human Resource Services may authorize the requirement for an employee to take administrative leave for any purpose considered to be in the best interests of the institution.

## **Section 14. Establishment of an Employee Leave Bank Program or Employee Leave Donation Program**

Consistent with USM policy, and based on operational needs, the University agrees to develop and implement a program establishing either an employee leave donation program or leave bank program whereby employees may donate accumulated and unused sick leave and/or annual leave. The University agrees to implement such a program no later than December 31, 2025, for bargaining unit members. Bargaining unit members agree to follow guidelines established by the University for the administration of the program under this section.

Bargaining Unit members granted accident leave or temporary total disability benefits by the Workers' Compensation Commission are not eligible to receive donated leave under this section.

## **ARTICLE VIII: LEAVE OF ABSENCE WITHOUT PAY**

### **Section 1. Furloughs**

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

### **Section 2. Educational and Professional Improvement Leave (USM Policy VII -7.12)**

USM Policy VII-7.12 Leave of Absence Without Pay governs the granting of absences for educational and professional improvement.

## **ARTICLE IX: HOLIDAYS**

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

### **Section 1. Recognized Regular and Floating Holidays**

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

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

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

To receive front-loaded holiday leave hours as described above, bargaining unit employees must execute an agreement requiring them to repay the amount of front-loaded holiday pay received and used, but not earned if the bargaining unit employee separates from employment. The University will prepare and provide the bargaining unit employee front-loaded holiday leave agreements.

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

In addition to the above Schedule of Holidays, a holiday shall occur and be observed whenever such is declared by the governor of the State of Maryland or by the president of the United States. Starting in calendar year 2026, there shall be one additional University Holiday Leave Day earned and observed at the discretion of the University's President.

**Section 2. Pay for Select Holidays**

All University Police Officers covered by this MOU who work on New Year's Day, Christmas Eve Day (starting in 2026), Christmas Day, and Thanksgiving Day will receive compensation at a rate of time and one half for all hours of the shift worked.

**Section 3. Day on Which Holiday is Earned**

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

**ARTICLE X: WORKING CONDITIONS**

## Section 1. Work Schedules

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

1. Eight (8) hour workday, inclusive of a 30-minute meal break. The 8-hour shift is five days on and two days off as follows:
  - a. First Shift – 10:00 p.m. – 6:00 a.m.
  - b. Second Shift – 6:00 a.m. – 2:00 p.m.
  - c. Third Shift – 2:00 p.m. – 10:00 p.m.

The Patrol Section working an 8-hour shift works a schedule with rotating scheduled days off. The rotation consists of five (5) days “on” and two (2) days “off.”

- a. First Shift – Assigned to First Shift with rotating days off
- b. Second Shift – Rotating shift, changes every 28 days from Shift 2 to Shift 3
- c. Third Shift – Rotating Shift, changes every 28 days from Shift 3 to Shift 2

2. Ten (10) hour workday, inclusive of meal break. The 10-hour schedule is as follows:  
Tuesday, Wednesday, Thursday, Friday  
Friday, Saturday, Sunday, Monday

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

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

3. The University may also schedule officers to work Specialized Units, assigned to five- day, eight-hour shifts, Monday-Friday, Saturday and Sunday off.
4. The University may also schedule officers to work locations within the University’s Concurrent Jurisdiction, such as the University of Baltimore, assigned to 8- or 10-hour shifts, which may be the same or different than the schedules listed above.
5. The University shall have the right to implement other schedules for Sworn Police Officers during Exigent Circumstances. For purposes of this Article, “Exigent Circumstances” is defined as where the University closes the campus, shifts to virtual instruction or remote work for some or all employees, suspends on campus instruction/classes, or otherwise deviates from typical operations due to COVID-19 or any other pandemic declared by the World Health Organization, significant increase in criminal activity, or any other emergency condition declared by the University’s President, federal, state or local authorities.
6. For any of the above schedules:
  - a. Seniority will be considered regarding squad/shift assignments and requests for patrol officers.

- b. A patrol officer who wishes to transfer to a squad/shift that has a vacancy will submit an Administrative 95 form through the chain of command to the Chief of Police or designee.
  - c. In all cases, the Chief of Police or designee can transfer persons, regardless of seniority, if the transfer would be in the best interest of the organization.
7. The University will provide employees with fourteen (14) days' advance notice prior to changing his/her work schedule. A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days worked during the workweek. Temporary changes in assignment and/or overtime hours shall not be considered a change in the work schedule of an employee. The University reserves the right to give less than fourteen (14) days' notice for exigent circumstances, when declared by the Chief of Police.

## **Section 2. Schedule Changes**

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

1. The Employer reserves the right to give less than 24 hours' notice for exigent circumstances, when declared by the University Chief of Police.
2. This Section does not apply to changes in an employee's work schedule, which is addressed in Article XI, Section 1.E.

## **Section 3. Scheduling of Extra-Duty Overtime**

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

## **Section 4. "Doubling Back"**

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

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

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

## **Section 5. Leave Approval**

Consistent with departmental policy, all requests for scheduled leave shall be submitted by employees to the appropriate supervisor at least forty-eight (48) hours prior to the date of the leave day(s) requested. All

leave -shall be approved or denied within twenty-four (24) hours of receipt or seventy-two (72) hours if the request is made on weekends. Leave not approved in the specified period of time is subject to the provisions outlined in Article XVII – Grievance Procedure. This Section does not apply to prime time vacation as set forth in departmental policy. This Section does not apply if an exigent situation is declared by the University Chief of Police.

### **Section 6. Pre-approved Leave**

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

### **Section 7. Facilities**

1. The Employer is committed to providing safe working conditions for all University of Maryland employees. The LMC may identify facilities issues to be placed on the agenda for discussion.
2. Subject to UMB policy regarding membership and fees, all bargaining unit employees shall have 24-hour access, seven (7) days a week, to the University of Maryland fitness areas, except those days when conflicts exist with prescheduled events.

### **Section 8. Emergency Conditions**

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

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

## **ARTICLE XI: SENIORITY**

### **Section 1. Seniority**

Seniority will be determined by date of hire with the UMB Police Department. If more than one employee has the same hire date, seniority will be based on alphabetical order of last name and date of hire. An employee who changes their last name after they have been placed on the Seniority List will not be renumbered even if their new last name will put them above another employee in alphabetical order. Consistent with applicable USM and University policy on rehires, as amended from time to time, bargaining unit employees who leave UMB and return within three (3) years will be placed on the Seniority List with their previous agency identification and position on the Seniority List. Any bargaining unit employee rehired after a three (3) year break in service will be placed on the Seniority List as a new hire with a new agency identification.

### **Section 2. Seniority List**

The Seniority List will be used for all purposes to determine seniority such as granting vacations, leave, overtime, shift assignments, and transfers. The Seniority List will not be used for pay determination or layoffs. In accordance with Article VI, Section 1.3 of the MOU, the University will continue to hire

employees at a wage it deems commensurate with their experience and education. The University will determine where to place new bargaining unit employees on the Pay Scale. Layoffs will continue to utilize the seniority point system as described in USM Policy VII- 1.30- Policy on Layoff for Nonexempt Staff Employees. The Seniority List eliminates the need for FOP employees' social security numbers to be used as agency identifiers with the Maryland Courts, Delta Plus and parking enforcement software. Each bargaining unit employee will be given an alphanumeric agency identification. These agency identifications will be given in numerical order based on seniority, which includes previous UMB Police time.

## **ARTICLE XII: PROMOTIONS AND TRANSFERS**

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

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

## **ARTICLE XIII: UNIFORMS AND EQUIPMENT**

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

If an Employee resigns or is terminated, said Employee is to return the uniforms and equipment to the Department within two (2) business days of the Employee's last date of employment. If the uniform and/or equipment is not returned to the Department or is returned with damage beyond normal wear and tear, the Department will deduct the prorated amount (based on current fair market value) of uniforms and/or equipment from any compensation owed to the Employee. The Employee will be provided with a copy of the invoice reflecting the original cost of the item(s) and the current fair market value. If such deduction does not fully satisfy the amount owed by the Employee, the Employee is required to pay the remaining balance within seven (7) business days after their final paycheck.

## **ARTICLE XIV: INCENTIVE PROGRAMS**

1. The Tuition Remission program will be continued for all Bargaining Unit Employees and their families in accordance with University and University System of Maryland policies.
2. Referral Bonus. Except where prohibited by law or the Board of Regents, the University may elect to provide an officer making an effective referral of a new hire a referral bonus of at least \$750.00. Referral bonuses are only available for positions where the referral bonus has been advertised in the job posting. The referral bonus, subject to required legal deductions, will be paid upon the completion of 90 days of employment by the new hire.
3. Sign-On Bonus. Except where prohibited by law or the Board of Regents, the University may elect to provide a newly hired employee at the rank of UPO I or UPO II with a one (1) time sign-on bonus, less required legal deductions. The University, consistent with university policy, will determine the schedule of the sign-on bonus payment, whether a one-time payment or multiple payments over time.

## **ARTICLE XV: SAFETY**

### **Section 1. General Duty**

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

### **Section 2. Unsafe Condition**

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

## **ARTICLE XVI: INSURANCE AND BENEFITS**

### **Section 1. Medical Plans**

The Employer will maintain the current health, including vision, and dental insurance programs and practices in accordance with USM policies and subject to the Maryland Department of Budget and Management's offerings.

### **Section 2. Wellness Program**

1. There shall be no discipline or sanctions connected with participating in a wellness/fitness program.
2. Any such program shall not be included as part of mandatory MPCTC annual in-service training.
3. Participation in the wellness/fitness program shall be voluntary for all bargaining unit employees.
4. Bargaining unit employees shall adhere to the University's mental health wellness policies as required by the Maryland Police Training and Standards Commission (MPTSC), including the requirements of Md. Code, Pub. Safety § 3-207(n).

### **Section 3. Mental and Physical Health Assessment**

In accordance with Public Safety Article § 3-209, all bargaining unit members must submit to a mental health assessment every two years and an annual physical agility assessment to establish continuing fitness to carry out assigned duties as a police officer.

## **ARTICLE XVII: PENSION**

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

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

### **Section 1. General**

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

## Section 2. Definitions (Sec. 13-201)

1. In general. In this subtitle, the following words have the meanings indicated.
2. Day. "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.
  - a. Grievance. "Grievance" means any cause of complaint arising between a regular full-time or part-time employee and the University on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of University rules or departmental procedures over which the University management has control.
  - b. "Grievance" includes, notwithstanding any other provision of this subsection, a cause of complaint arising under §§ 2-402 and 2-407 of the State Personnel and Pensions Article.
  - c. "Grievance" does not include:
    - i. Complaints on the general level of wages, wage patterns, fringe benefits, or other broad areas of financial management and staffing; or
    - ii. Any cause of complaint by any employee who is not represented by an exclusive representative under Title 3 of the State Personnel and Pensions Article.
3. University. "University" unless the context requires otherwise, means a constituent institution of the University System of Maryland.

## Section 3. Steps in the Grievance Procedure (Sec. 13-203)

1. Informal resolution. The employee aggrieved and/or the Union representative shall discuss the dispute with the employee's supervisor, who shall attempt to adjust the matter informally and respond orally to the employee and/or the Union representative.
2. Availability of procedure; number of steps. If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three (3) formal steps in the grievance procedure.
  - a. **Step One**. Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within thirty (30) calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in §13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the Chief of Police or designee, if Chief of Police is unavailable, for formal consideration. If the grievance is presented to the Chief of Police or designee, if Chief of Police is unavailable, within five (5) days after the receipt of the written grievance, a conference shall be held with the aggrieved or the employee's designated representative and, within five (5) days after the conclusion of the conference, a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

Both employee and Chief of Police or designee, if Chief of Police is unavailable, shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. The Chief of Police or designee, if Chief of Police is unavailable, shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or Chief of Police or designee, if Chief of Police is unavailable, feels the need for aid in arriving at a solution, campus Human Resource Services may be requested to provide resource staff or any other available resource personnel may be invited to

participate in further discussions. The addition of such participants does not relieve the Chief of Police or designee, if Chief of Police is unavailable, and the employee from responsibility for resolving the problem.

- b. **Step Two.** The appeal shall be submitted to the designated representative of the University president in Human Resource Services, within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.
  - c. **Step Three.** In the case of any still unresolved grievance between an employee and the constituent institution, the aggrieved employee, after exhausting all available procedures provided by the constituent institution, may submit the grievance to the chancellor, who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article, or to arbitration. In either case, the appeal shall be submitted within ten (10) days after the receipt of any written decision pertaining to that grievance and issued by the constituent institution. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two (2) parties. The arbitration award is advisory to the chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all parties.
3. Authority of chancellor or administrative law judge. The chancellor or administrative law judge, as appropriate, shall have the power to award back-pay in any grievance and the president of the constituent institution shall enforce such order. In any reclassification case in which the chancellor, administrative law judge, or designated representative, as appropriate, determines that an employee has been misclassified, the chancellor or administrative law judge, as appropriate, may award back-pay to the employee for a period not to exceed one (1) year prior to the initial filing of the grievance.

After a finding that wages were withheld in violation of §§ 2-402 and 2-407 of the State Personnel and Pensions Article, the decision maker in a grievance procedure shall award the payment of damages in accordance with § 2-407 of the State Personnel and Pensions Article.

4. Coercion, discrimination, interference, reprisal, and restraint prohibited.
- a. During any stage of a complaint, grievance, or other administrative or legal action that concerns State employment by a full-time or part-time employee of the University, or by a temporary or contractual employee of an institution, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of an institution solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns their University employment.
  - b. An employee of an institution may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns University employment.
  - c. An employee who violates the provisions of this subsection is subject to disciplinary action, including termination of employment.

#### **Section 4. Decisions (Sec. 13-204)**

A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the Board of Regents of the University 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.

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

1. In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
2. Upon the formal or informal initiation of a grievance, an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing, or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
3. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three (3) employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five (5) employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
4. Employee complaint forms shall be available online on the Human Resource Services website and the Department of Public Safety website. The University form shall be used.
5. It is the responsibility of the parties to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
6. An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
7. A formal grievance filed by the aggrieved employee: the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
8. 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.
9. At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
10. A hearing official may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
11. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
12. It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one (1) copy of the form.
13. A grievance may start with a complaint or request by a permanent or temporary employee.
14. An employee may be represented at every step of the grievance procedure.
15. An employee shall receive a copy of this grievance procedure upon employment at the University.
16. Both parties shall make an effort to resolve the grievance at the lowest possible level.
17. All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
18. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
19. 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.

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

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

1. Defense of sovereign immunity may be unavailable. The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this section, or the personnel policies, rules, and regulations for regular full-time and part-time employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.
2. Funds provided for satisfaction of awards. The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.
3. Awards which have not been satisfied. Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.
4. Timeliness of satisfaction. If the University has sufficient funds available to satisfy any award under this section at the time the award is rendered, the award shall be satisfied as soon as practicable but not more than twenty (20) days after the award becomes final.

### **Section 7. Step Two Grievance Decisions**

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

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

## **ARTICLE XIX: DISCIPLINE/MARYLAND POLICE ACCOUNTABILITY ACT**

### **Section 1. Maryland Police Accountability Act**

The parties recognize, agree, and understand that the Maryland Police Accountability Act of 2021 (MPA) and its Amendments, Md. Code, Pub. Safety § 3-101, et seq., 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 University 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 XIII of this MOU. The parties agree that this Article does not apply to matters that are strictly confined to employee job performance and that corrective actions taken will be in accordance with Section 13-205 of the Annotated Code of Maryland Education Article.

## **Section 2. University Conduct Policies**

The Parties recognize that it is essential that employees carry out their University duties with respect, integrity, and professionalism and uphold the highest ethical standards. Consistent with this shared objective, the FOP agrees that as employees of the University, members of the bargaining unit are subject to University conduct policies, including but not limited to, USM VII-8.05 Policy on Professional Conduct and Workplace Bullying.

## **ARTICLE XX: LAYOFF/SEPARATIONS**

### **Section 1. Layoff**

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

### **Section 2. Rejection on Probation**

#### **1. Original Probation.**

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

#### **2. Promotional, Transfer, or Horizontal Change Probation.**

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

days after receipt of the written University decision.

## **ARTICLE XXI: WORK STOPPAGES**

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

## **ARTICLE XXII: PERSONNEL FILE**

### **Section 1. Official Personnel File**

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

### **Section 2. Access**

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

### **Section 3. Rebuttal**

Employees shall have the right to timely respond within seven (7) business days in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response timely submitted by the employee shall be appended to the appropriate document.

### **Section 4. Auxiliary Files**

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

### **Section 5. Storage/Expungement of Files**

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

## **ARTICLE XXIII: SECONDARY EMPLOYMENT**

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

## **ARTICLE XXIV: DURATION**

Except as otherwise provided herein, this Memorandum of Understanding shall become effective, following proper ratification and signing by both parties, July 1, 2025 and shall remain in effect through June 30, 2028.

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

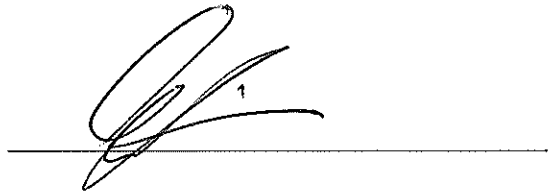
**ARTICLE XXV: MISCELLANEOUS**

The FOP, Lodge #141 and the University agree that as part of finalization of this MOU, there may be a need to make technical and formatting changes to correct errors, including typos, spelling errors, improperly or incorrectly ordered section and article numbers, and other non-substantive corrections. Additionally, the cover page of the MOU needs to be edited to accurately reflect the duration of this new MOU (07/1/2025 – 06/30/2028). The FOP, Lodge #141 agrees that the University will make these changes in redline format and provide a copy to the FOP to review before the contract is ratified. Nothing in this article requires the University to proactively identify any errors or to be held responsible for any missed technical edits that could not be identified.

FOR THE FOP

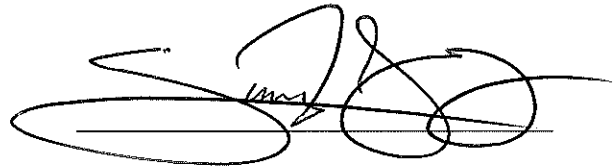


Date 24 Apr. 25

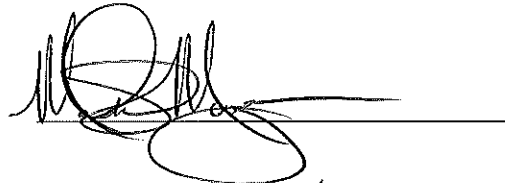


Date 24 April 25

FOR THE UNIVERSITY



Date 4/24/2025



Date 4/24/25

## APPENDICES

**APPENDIX 1: POLICE PAY SCALE**

	<b>UPO I</b>	<b>UPO II</b>	<b>UPO III</b>
<b>Step 1</b>	\$71,000	\$74,550.00	\$84,693.27
<b>Step 2</b>		\$76,041.00	\$86,387.14
<b>Step 3</b>		\$77,561.82	\$88,114.88
<b>Step 4</b>		\$79,113.06	\$89,877.18
<b>Step 5</b>		\$80,695.32	\$91,674.72
<b>Step 6</b>		\$82,309.22	\$93,508.22
<b>Step 7</b>		\$83,955.41	\$95,378.38
<b>Step 8</b>		\$85,634.52	\$97,285.95
<b>Step 9</b>		\$87,347.21	\$99,231.67
<b>Step 10</b>		\$89,094.15	\$101,216.30
<b>Step 11</b>		\$90,876.03	\$103,240.63
<b>Step 12</b>		\$92,693.55	\$105,305.44
<b>Step 13</b>		\$94,547.43	\$107,411.55
<b>Step 14</b>		\$96,438.37	\$109,559.78
<b>Step 15</b>		\$98,367.14	\$111,750.98
<b>Step 16</b>		\$100,334.48	\$113,985.99
<b>Step 17</b>		\$102,341.17	\$116,265.71
<b>Step 18</b>		\$104,388.00	\$118,591.03
<b>Step 19</b>		\$106,475.76	\$120,962.85
<b>Step 20</b>		\$108,605.27	\$123,382.11

## APPENDIX 2: UNIFORM AND EQUIPMENT LIST

### UNIFORMS

<b>Item</b>	<b>Quantity</b>
Hat (Class A Campaign Hat)	1
Winter Hat	1
Neck Tie	1
Raincoat	1
Dress Shirt (Class B)	2
Blouse Coat (Class A)	1
Trousers (Class B)	2
Mock Turtleneck	3
Winter Patrol Jacket	1
Winter Gloves	1
Winter Balaclava	1
Tacshell Pants (Class A Pants)	1
Polo Shirt - Short Sleeve – Summer (Class C)	5
Polo Shirt - Long Sleeve – Winter (Class C)	5
BDU Pants (Class C)	5
Baseball Hat	1
Traffic Vest	1

### UNIFORM ACCESSORIES

<b>Item</b>	<b>Quantity</b>
Badge	2
Chevrons	2
Collar Insignia	4
MD State Clip Pin	2
Name Plate (Velcro)	4
Accreditation Name Plate	2
Tie Bar with Maryland Seal	1
Shoulder Patches	4
Rank Patches	2
Badge Patches	2

### EQUIPMENT

<b>Item</b>	<b>Quantity</b>
Baton	1
Baton Holder	1
Belt Keepers	4
Body Armor	1
Body Armor Carrier	1
Double Magazine Pouch	1
Flashlight with Charger	1
Flashlight Holder	1
Inner Belt	1
Duty Belt	1
Handcuffs	1
Handcuff Keys	2
Handcuff case	1

Holster	1
Pepper Spray	1
Pepper Spray Holder	1
9 MM Caliber Service Weapon	1
Radio	1
Radio Holder	1
Taser	1
Taser Holster	1
First Aid Kit	1
Tourniquet with Holder	1
Naloxone	2
Safety Glasses	1
Body Camera	1
Body Camera Holder	1
Handgun Flashlight	1

**MOBILE FIELD FORCE (MFF) BAG**

<b>Item</b>	<b>Quantity</b>
Black Equipment Bag	1
Riot Helmet with Face Shield	1
Black Bag Containing Leg Protection	1
Black Bag Containing Forearm Protection	1
Chest Protection	1
Thermal Plastic Riot Baton - 36 Inches	1
Respirator Gas Mask	1
Respirator Filters	2
Gas Mask Pouch	1
Riot Gloves	1