



MEMORANDUM OF UNDERSTANDING

Between

**AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(AFSCME) MD**

and

UNIVERSITY OF BALTIMORE

(SWORN POLICE OFFICER UNIT)

07/01/13 through 6/30/16

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PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by the University of Baltimore ("University") and the American Federation of State, County and Municipal Employees, AFL-CIO ("Union" or "AFSCME") and its affiliate AFSCME MD.

ARTICLE 1 - RECOGNITION

Section 1. Exclusive Bargaining Agent

The University recognizes AFSCME as the sole and exclusive bargaining agent of the employees as defined in Section 2 for the purpose of collective bargaining over wages, hours and other terms and conditions of employment pursuant to SPP, Title 3.

Section 2. Definition of Employees

Whenever used in this Agreement the terms "employees," "sworn police officers," and "employees covered by this MOU" shall mean all eligible sworn police officers employed by the University in the following job classifications: Police Officer I, Police Officer II. The bargaining unit of employees covered by this Agreement shall expressly exclude all exempt employees, supervisors, managerial and confidential personnel, contingent employees and the non-exempt bargaining unit employees.

Section 3. Sworn Police Officer Job Classifications

Should the University decide to create new job classification(s), within the University's Police force, the University shall notify the Union at least thirty (30) days prior to the intended date of implementation. The University shall inform the Union as to whether it claims the new job classification is properly excluded from the sworn police officers bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. Any disputes between the University and the Union as to the placement of a new job classification in the sworn police officers bargaining unit may be submitted to the State Higher Education Labor Relations Board (SHELRB) at the request of either party.

Section 4. AFSCME Web Page

The University will provide a link in the University's Web Site for the AFSCME Web Page. The contents posted in the AFSCME Local 3895 Web Page shall comply with the standards set forth in the USM policy for web sites.

ARTICLE 2 - PROBATIONARY EMPLOYEES

Section 1. Original Hire/Rehire Probation

All sworn police officers newly hired or rehired shall be considered "probationary" employees until either: (a) one (1) year following his/her completion of the mandated training approved by the Maryland

Police and Correctional Training Commission if that training has not been completed at the time of hire/rehire, or (b): if he/she has successfully completed the mandatory training prior to hire/rehire, one (1) year following his/her date of hire/rehire. During the probationary period, the University may reject an employee without cause at any time prior to the expiration of their probationary period. At the discretion of the University, an employee's probationary period may be extended for an additional six (6) months of employment for substantiated reasons.

Section 2. Rejection on Original Probation

A. An employee who is rejected during their probationary period may appeal any failure to provide timely notice or an illegal action in connection with their rejection in accordance with the appeal procedures set forth in Education Article Section 13-205(c) of the Annotated Code of Maryland, as described in Article 11 GRIEVANCE PROCEDURE, *infra*.

ARTICLE 3 - NEW EMPLOYEE ORIENTATION

Section 1. Introduction to the Union

The University will afford the Union the opportunity to meet with the new bargaining unit employees to inform them about the labor-management relationship between AFSCME and the University to explain the rights, benefits and responsibilities that employees have under the Memorandum of Understanding.

Section 2. Meeting Schedule and Location

The Union sponsored orientation session will be conducted on the second Tuesday of the month from 11:40 a.m.-12:00 noon in a meeting space to be provided by the University free of charge to the Union.

Section 3. Release Time for New Employees and Union Representatives

New Bargaining Unit employees shall be afforded twenty (20) minutes release time, without loss of pay to attend one of the regularly scheduled Union sponsored orientation meetings within the first ninety (90) days of the employee's employment. A Local Union Officer or Job Steward shall be granted up to twenty (20) minutes of unpaid release time to present a Union sponsored new employee orientation session provided they have notified and obtained approval from their supervisor at least ten (10) working days in advance of the scheduled session. Approval of release time for the new Employee, Union Officer or Shop Steward shall not be unreasonably withheld.

Section 4. Monthly Information

The University will provide the Union with a list of newly hired non-exempt employees the first week of each month. The report can be submitted electronically or paper copy and shall be mailed to an address designated by the Union.

Section 5. Joint Union/U BOHR Meetings. (NEW)

Three (3) times per year, the Office of Human Resources (UB OHR) will partner with Union Representative(s) to present a one (1) hour orientation/training session related to the current Memorandum of Understanding with all SPO bargaining unit members to be conducted in conjunction with meetings to be held for that same purpose with Non-Exempt bargaining unit members. Upon initiation from Union Representative(s), these sessions will be scheduled at the beginning of each calendar year. UB OHR will coordinate meeting times and locations with the relevant management officials at the University.

ARTICLE 4 - PERSONNEL FILE

Section 1. Official File

There is only one official personnel file for each employee. The official file will be kept in the office of Human Resources where its privacy, protection from loss, and integrity is the direct responsibility of the University of Baltimore, however, working copies of personnel files may be kept in the office of the Department Head or designee. The official personnel file may include, but will not be limited to the following documents:

1. Employment application and/or resume.
2. College transcripts.
3. Job description or Position Information Form (PIF).
4. Records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education and training.
5. Letters of recognition.
6. Disciplinary documents.
7. Performance evaluations (PMPs).
8. Documents relating to separation from employment.

Except as otherwise required by law or court order, access to the personnel file will be limited to the employee, an employee representative for whom a signed authorization for access has been provided by the employee, and University management staff with relevant and legitimate interests in the inspection of such file. As specified above, an employee's personnel file or its contents will not be disclosed to any unauthorized person or entity unless specifically authorized in writing by the employee.

Section 2. Notice to the Employee

The Office of Human Resources or immediate supervisor shall provide an employee a copy of any materials the University intends to place in the employee's personnel file which reflects negatively on an employee's job performance. If an employee is on leave, the notice shall be provided upon return of the employee to active duty or at the University's discretion, by U.S. mail to the employee's last known address with the University.

Section 3. Right to Inspect Personnel File

A bargaining unit employee and/or his AFSCME representative (with the authorized written approval of the employee) shall have the right to inspect the employee's official personnel file by scheduling an appointment with the Associate Director of Human Resources or designee. The employee or his/her representative shall have the right to make 5 copies (pages), free of charge, if such is necessary. If the amount of copies exceeds 5 pages, a cost of \$.15 per copy shall be paid to the University.

Section 4. Expunging of Disciplinary Documents

After **eighteen (18) months** without any further disciplinary action and upon request of the employee, counseling session memos and verbal/written warnings shall be expunged from the employee's official personnel file.

ARTICLE 5 - NON-DISCRIMINATION

Section 1. No Discrimination

In the administration of this agreement, neither the University nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, sexual orientation, marital status, veteran status or union membership or against qualified individuals with a disability. This provision shall be interpreted in accordance with applicable federal and state law.

ARTICLE 6 - HOURS OF WORK

Section 1. Regular Workday

The regular workday shall consist of eight (8) consecutive hours, inclusive of roll call and, if the demands for service permit relief, a fifteen (15) minute break period. It is understood that sworn police officers may have break periods interrupted dependent upon the operational needs of the Department.

Section 2. Regular Work Period

The regular work period shall consist of fourteen (14) consecutive days beginning immediately after 12:00 midnight, Wednesday through 12:00 midnight the following Wednesday. At an employee's request, temporary schedule changes may be approved by

the Chief or his/her designee.

Section 3. Regular Workweek

The regular workweek shall consist of five (5) regular workdays within the regular work period.

Section 4. Hours Worked

Nothing in the Agreement shall be construed as a guarantee by the University of hours to be worked per day, per week, or per year. The University pay records, practices and procedures shall govern the payment of all wages.

Section 5. Work Schedule Changes

Work schedules (scheduled shifts and/or workdays) may be changed by the University from time to time in its discretion as deemed necessary to meet the operational needs of the University. The University shall provide affected employees with at least fourteen (14) calendar days' advance notice of any planned permanent change in an employee's work schedule. In recognition of their status as "essential personnel," the University may make temporary changes to the regular work schedules of sworn police officers as deemed necessary in the discretion of the Chief of Police.

Section 6. Overtime Work Assignments

The amount of overtime and the selection of employees to perform such work shall be determined by the University, provided however that such overtime work shall be distributed as equally as possible among all the employees within the specific job classification and department/office deemed capable of performing the needed overtime work by the University when the need for overtime work is determined by the University to exist more than forty-eight (48) hours prior to its commencement. At the beginning of each semester, every supervisor or management representative responsible for the assignment of overtime shall ask all employees under his/her supervision if they wish to volunteer for overtime work during the next semester. The names of all volunteers shall be placed on the overtime list and a copy shall be posted in a public place. The supervisor is responsible for keeping accurate records of overtime worked by the employees on the list.

When the need for overtime work is determined to exist by the University more than forty-eight (48) hours in advance, such overtime shall be assigned on a rotating basis from an existing list containing the names of employees within the job classification and department/office deemed capable of performing the required work by the University. The list shall be established within thirty (30) days after the ratification of this contract. An updated list shall be provided to the Union every semester by the University. Initial distribution of overtime from a list required by this section shall be on the basis of seniority within the job classifications deemed capable of performing the needed overtime work by the University, with the first opportunity being offered to the bargaining unit member with the highest seniority in that offered class; provided however that no employee will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period except as may be authorized by the Chief of Police or his designee.

Should the employee decline such opportunity, his/her name shall be placed at the bottom of the list and the supervisor shall offer the overtime to the next person on the list. This process shall continue until an employee accepts the offered assignment. In rare circumstances, when no employee from the list is available or everyone has rejected the opportunity to perform the available overtime work, the University will assign the work to that person with the least seniority within the job classification in the department/office on the preceding shift it has deemed capable of performing such overtime work.

Section 7. Overtime Pay

For all hours actually worked in excess of **eighty (80) hours** in a **regular work period**, an employee shall be paid one and one-half (1.5) times his/her regular straight-time rate of pay for that work **period**. All hours associated with paid leave (except paid Administrative Leave) shall be considered as hours worked for the purposes of computing overtime.

Section 8 Payment of Overtime

All timely submitted hours worked under the overtime provisions of this contract shall be certified to Central Payroll on behalf of the employee at the next regularly scheduled pay-day provided that such hours of overtime took place before the payroll reporting deadlines in effect at that time. In no event if timely submitted by the employee, should the submission to Central Payroll of overtime be delayed for more than an employee's full pay period. In the event the submission to Central Payroll of overtime is delayed for more than a full pay period, due to no fault of the employee, the Employer shall issue an emergency check to the employee, within twenty-four hours of the last pay-day.

Section 9. Pre-Arranged Duty Assignment Pay

An employee summoned to court, a hearing or a staff meeting in connection with his/her official duties on his/her off-duty time will be compensated at one and one-half (1-1/2) times the regular straight rate of pay for time spent at this pre-arranged duty for a minimum of three (3) hours. An officer required to appear during the morning session and afternoon session for the same case or a different case in the same day shall receive only one (1) minimum payment of three (3) hours under this section.

Section -10. On-Campus Emergency (Off Duty Personnel)

In the event of an on-campus emergency requiring the response of off-duty employees, those employees will be compensated at one and one-half (1-1/2) time his her regular straight time rate of pay for a minimum of four (4) hours, inclusive of travel time.

Section 11. Call In/Call Back

Employees called in before their regular shift or called back after their regular shift has ended shall be guaranteed a minimum of four (4) hours pay at their regular rate of pay or the actual number of hours worked, whichever is greater. In the event an employee is called back to work after completion of their regular shift or is called into work on a scheduled off duty day, the employee's reasonable travel time shall be considered as time worked and counted toward the four (4) hour guaranteed minimum pay for call in or call back time.

Section 12. Training Time

An employee attending an off campus training session on his/her off-duty time will be compensated at one and one-half (1-1/2) times their hourly rate for all verified hours spent at the training session as well as reasonable travel to and from the training site not to exceed eight (8) hours per day without approval of the Chief of Police or his/her designee. There will be a two (2) hour minimum for assigned training time pursuant to this section, provided that no reasonable attempt was made in advance to inform the employee of a change in the training schedule.

Section 13. Overtime Pyramiding

There shall be no duplication or pyramiding in the computation of overtime and other premium wages, excluding differentials and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions, but he shall not be entitled to additional pay for such time under any such provisions.

ARTICLE 7 - UNION DUES

Section 1. University Indemnification

The voluntary decision of an employee to authorize the declaration of monthly dues and initiation fees, if applicable, from the employee's wages shall be consistent with SPP 2-403. Therefore, the University assumes no obligation, financial or otherwise, in conjunction with the current procedure for the deduction of dues. The Union shall indemnify and hold the University harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Union in conjunction with the current dues deduction procedure under SPP 2-403. The University will not be responsible for deductions from the pay of any employee for any AFSCME fines, penalties, or special assessments.

ARTICLE 8 - UNION RIGHTS

Section 1. Union Visitations

Upon providing notice in writing (by letter, fax or e-mail) between 8:00 a.m. and 4:00 p.m. Monday through Thursday to the University's Associate Director of Human Resources or his/her designee, at least twenty-four (24) hours in advance of a planned visit, non-employee representatives of the Union shall have reasonable access to the University for the purpose of conferring with the University or Union Stewards, and administering this Agreement. Such visitations shall not interfere with any educational activities; the orderly operation of the University or disturb the work of employees.

Section 2. Union Stewards

The Union may designate one (1) employee from the ranks of the sworn police officer unit as a Steward (and an equal number of alternates who shall act only in the absence of their respective Steward) to represent the individual employees who are covered by this Agreement on individual grievances. The Union will submit a list of Job Stewards (permanent and alternate) to the University within thirty (30) days after the ratification of this contract, and thereafter, will notify the University in writing to any additions or deletions to the Job Stewards list. The Steward or alternate will be a working employee, who shall be permitted a reasonable amount of time (but not to exceed in total two (2) hours per week) during regular working hours to investigate and present the grievances of such employees as he/she has been designated to represent. Prior to leaving the work area to investigate or present a grievance, the Steward must notify and receive permission from their supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times which interfere with the efficient operation of the University. The University shall not discriminate against any Steward or alternate for his/her conduct in performing lawful Union duties. During such performance of Union-related business, a Steward or alternate shall receive his regular compensation from the University.

Section 3. Bulletin Boards

The University shall provide the Union a bulletin board in the Department's Roll Call Room, specifically designated for Union purposes on which it shall be allowed to post its official notices of the following Union activities: meetings, elections and results of elections, appointments, recreational and social affairs, provided such notices have been previously submitted to the Associate Director of Human Resources for review. The Union shall ensure that posted items are not illegal, defamatory, political or partisan and that no such item is detrimental to the safety and security of the institution.

Section 4. Right to Information

The University shall provide the Union with the following information:

- a) A quarterly report listing all newly hired non-exempt employees within the Sworn Police Officers Unit. The report shall include the name, job title, assigned salary grade, office and department and daily hours of work of the employee. The report can be submitted on a floppy disk, CD ROM or paper copy format and shall be mailed to an address designated by the Union.
- b) A quarterly report containing the names, job classification and telephone number of all non-exempt employees within the Sworn Police Officers Unit who are retired, resigned, or otherwise were separated from employment in the previous month.
- c) Upon written request, each employee within the Sworn Police Officers Unit shall be entitled to receive one (1) copy of their respective job description within two (2) business days of receipt of the request.

Section 5. Meeting Space

The University agrees to provide at no cost to the Union meeting space to conduct two (2) meetings per calendar year for the purpose of facilitating the administration of this Agreement, provided the Union submits a request for the use of facilities in compliance with the procures established by the Office of Auxiliary Enterprises. The University further agrees to provide the Union, at a reduced fee (University related activity fee schedule), meeting space for additional meetings the Union may desire to conduct to facilitate the administration of the MOU. The University shall not discriminate against the Union or its members when assessing the feasibility of providing meeting space for Union business, nor shall the University unreasonably deny a request.

Section 6. Means of Communication

A. Mass Mailings

The Union shall have the right to communicate with employees, as defined in the MOU, through the use of the campus e-mail and regular mail distribution systems in accordance with applicable University policies and the notice requirements contained in this section. At least twenty-four (24) hours in advance of a mass mailing distribution through the means identified above; the Union shall submit a copy of the proposed communication to the Associate Director of HR or her/his designee. The proposed communication shall be signed and dated by an authorized Union official and shall not contain material which is offensive, illegal, defamatory, political, or partisan in nature or detrimental to the safety and security of the institution. The University shall retain the right to deny the Union access to the mail system for the distribution of the objectionable communication if it determines that the proposed communication does not conform to the conditions contained herein. The University agrees to not unreasonably deny the Union access to the mail system for the distribution of communication.

B. Individual Mailings

The Union shall be permitted to communicate with elected Union officers and Union stewards through the use of computers/electronic mail; provided that such use does not interfere with the University's operations and is for legitimate Union business.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 1. Retention of Managerial Prerogatives

The University shall retain the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws, including those codified at Section 3-302, Title 3 State Personnel and Pensions, Annotated Code of Maryland, and all inherent managerial rights, prerogatives, and functions, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion to:

1. Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocations of its facilities;

2. Reprimand, suspend, discharge, or otherwise discipline employees for cause;
3. Determine the number of employees to be employed; hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work; to set the standards of productivity and to periodically set the criteria for and engage in evaluations of employees' work performance;
4. Determine the services to be rendered; maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked;
5. Use supervisors, managerial employees, contingent employees, independent contractors to perform work or services also performed by employees within the bargaining unit; subcontract and/or contract out work performed by bargaining unit employees. The University will not subcontract work currently performed by bargaining unit employees without first giving the Union at least sixty (60) days notice of its intent to do so. The University shall not use the provisions of this subsection solely for the purpose of avoiding its obligation to recognize the Union as the exclusive representative of the employees in the bargaining unit;
6. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; close down, or relocate the University's operations or any part thereof; to control and regulate the use of machinery, facilities, equipment, and other property of the University;
7. Introduce new or improved research, production, service and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the University;
8. Promulgate and implement State, USM policies, rules, regulations, and procedures; issue, implement, revise University and/or department policies, rules, regulations, practices and procedures; provided they are not in conflict with the terms of this MOU;
9. Take whatever action is either necessary or advisable in the University's judgment to determine, manage and fulfill the mission of the University and to direct the University's employees;
10. Terminate employment because of lack of funds, lack of work, under conditions where the employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons; and
11. Provide a system of merit employment according to the standard of business efficiency.

The University's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 10 - EMPLOYEE RIGHTS

Section 1. General

In addition to all rights granted under this Agreement, all employees in the bargaining unit shall enjoy the following protections and rights:

- (a) to take part or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities; and
- (b) to be fairly represented by their exclusive representative, to engage in collective bargaining or other concerted activities for the purposes of collective bargaining, except as prohibited by Title 3 State Personnel and Pension, Annotated Code of Maryland, Sections 3-303 and 3-305.

Section 2. Direct Discussions with University

An employee covered by the Agreement may, without the intervention of union representation, discuss any matter with the University.

ARTICLE 11 - GRIEVANCE PROCEDURE

GENERAL

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by AFSCME, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Section 13-201 et seq., of the Annotated Code of Maryland Education Article, a copy of which is set forth below for convenient reference. It is the intention of the parties that this grievance procedure be read in harmony with the Public Safety Article Title 3 (LEOBR) et seq. of the Annotated Code of Maryland. The parties understand and agree that in the event any provision of this grievance procedure conflicts with any provision of the Public Safety Article Title 3 (LEOBR), the applicable Code provision shall prevail.

Title 13, University of Maryland – General Provisions: Subtitle 2. University of Maryland Classified Employee Grievance Procedures

§ 13-201. Definitions.

- (a) *In general.*- In this subtitle, the following words have the meanings indicated.

- (b) *Day*.- "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.
- (c) *Grievance*.- "Grievance" means any cause of complaint arising between a classified employee or associate staff employee and his employer 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. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

§ 13-202. (Omitted)

§ 13-203. Steps in grievance procedure.

- (a) *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 steps in the grievance procedure.
- (b) (1) Step One. Step one is the initiation of a complaint. Grievances shall be initiated within 30 calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within 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 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 5 days.

(2) Both employee and department head or chairman or designee 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. Each department head or chairman or designee 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 the department head or chairman or designee feels the need for aid in arriving at a solution, the campus personnel department 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 department head or chairman or designee and the employee from responsibility for resolving the problem.
- (c) Step Two. The appeal shall be submitted to the president of the constituent institution or the president's designated representative within 5 days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within 10 days of receipt of the written grievance appeal and render a written decision within 15 days after the conclusion of the conference.

- (d) 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 either arbitration or 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. In either case, the appeal shall be submitted within 10 days after the receipt of any written decision pertaining to that grievance and issued by the constituent institution. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two 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.
- (e) 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 or administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one year prior to the initial filing of the grievance.

(f) Coercion, discrimination, interference, reprisal and restraint prohibited.-

(1) 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 an institution, 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 State employment.

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

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

§ 13-204. Decisions.

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

§ 13-205. Suspensions pending removal; involuntary demotions; rejection on probation; disciplinary suspension.

- (a) Suspensions pending removal.- Within 5 days from the date on which the employee receives the charges for removal as evidenced by the return receipt or other evidence of delivery of the charges to the employee an employee who is suspended under charges for removal may request an opportunity to be heard in his own defense. Within 30 days if possible after receipt, the president or the president's designated representative shall investigate the charges and give the employee an opportunity to be heard. Testimony shall be taken under oath and both the department head or chairman or designee and the employee have the right of representation by counsel and the right to present witnesses and give evidence. Within 15 days following the conclusion of the conference, the written decision shall be rendered to the employee. In the case of appeals from charges pending removal, the department head or chairman or designee may request through appropriate channels the Attorney General's representative to the University to serve as counsel. In case no hearing is timely requested, the Vice President of Human Resources shall act upon the charges or order such other actions as are indicated by the findings in the case. If a hearing is timely requested and the removal is upheld, step three of the grievance procedure shall be available to the removed individual. The appeal shall be submitted within 10 days after receipt of the written University decision.
- (b) Involuntary demotions.- Within 5 days, an employee who is notified of demotion may file a written answer with the president or the president's designated representative and request an investigation of the demotion. Within 20 days, if possible, after receipt, the president or the president's designated representative shall investigate the demotion and give the employee an opportunity to be heard. Within 15 days following the conclusion of the investigation, the written decision shall be rendered to the employee. If an investigation is timely requested and the demotion is upheld, step three of the grievance procedure is available to the demoted employee. The appeal shall be submitted within 10 days after receipt of the written University decision.
- (c) Rejection on probation.-
- (1) Rejection on Original Probation. Within 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 days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within 15 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) Rejection on Promotional, Transfer, or Horizontal Change Probation. Within 5 days of receipt of the recommendation of the department head or chairman 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 days, if possible, after receipt, the president or the president's designated representative shall investigate the proposed 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.

(d) Disciplinary suspension.-

(1) This subsection does not apply to suspensions pending charges for removal.

(2) Alleged infractions shall be investigated by the responsible supervisor or administrator or designee at the earliest opportunity following knowledge of it, and the investigation shall be promptly completed. All suspensions of employees shall be implemented within 3 days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. All suspension days shall be consecutive.

(3) The employee or the employee's designated representative may submit a written appeal on a disciplinary suspension to the president or the president's designated representative within 5 days of notification of the suspension, or the employee or the employee's designated representative may appeal the suspension within 3 days of notification of the suspension to the department head or chairman or designee. The department head or chairman or designee shall hear the case within 3 days from the receipt of the written appeal. If the appeal is unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.

(4) If the suspension is upheld by the president or the president's designated representative, step three of the grievance procedure is available to the employee. If the employee chooses to appeal to the department head or chairman or designee, any further appeals shall proceed through steps two and three of the grievance procedure.

(e) Preliminary hearing.-

(1) If an employee is suspended without pay pending a hearing on disposition of charges for removal, the president or the president's designated representative shall notify the employee in writing of the reasons for the suspension at the time of the notice of the suspension.

(2) Within 5 working days of the notice of suspension, the employee may request in writing that the president or the president's designated representative, in addition to conducting a hearing on the merits, conduct a preliminary hearing to determine whether or not the employee may continue to work with pay pending the disposition of the charges.

(3) The president or the president's designated representative shall conduct a preliminary hearing within 5 working days after the president or the president's designated representative receives in writing the request from the suspended employee for the preliminary hearing.

(4) The preliminary hearing shall be limited to the issues of:

- (i) Whether suspension without pay is necessary to protect the interests of the University of Maryland or the employee pending final disposition of the charges; and

(ii) Whether other employment and status alternatives should be considered.

(5) At the preliminary hearing, the employee may:

- (i) Rebut the reasons given for the suspension;
- (ii) Allege mitigating circumstances; and
- (iii) Offer alternatives to the suspension, including:
 - 1. Return to the position with pay;
 - 2. Transfer to another position with pay; or
 - 3. Suspension with pay.

(6) Within 5 days after the preliminary hearing is completed, the president or the president's designated representative shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

§ 13-206. Miscellaneous provisions.

- (a) In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- (b) Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- (c) Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three 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 employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- (d) Employee complaint forms shall be available in the Office of Human Resources. The University form shall be used.
- (e) It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
- (f) An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- (g) A formal grievance may be 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.

- (h) A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.
- (i) At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
- (j) A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- (k) Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- (l) It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.
- (m) A grievance may start with a complaint or request by a permanent or temporary employee.
- (n) An employee may be represented at every step of the grievance procedure by a party or organizational representative.
- (o) An employee shall receive a copy of this grievance procedure upon employment at the University.
- (p) Both parties shall make an effort to resolve the grievance at the lowest possible level.
- (q) All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
- (r) At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
- (s) Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- (t) Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

§ 13-207. Sovereign immunity; satisfaction of awards.

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

ARTICLE 12 - SICK LEAVE

Section 1. Purpose and Applicability

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

Section 2. General

- A. Sick leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health reasons.
- B. A full-time employee shall earn sick leave at the rate of 15 workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Office of Human Resources as provided in Section 4. of this Article.

- D. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness **and for parental leave, consistent with Article 13, Section 13..**
- E. Earned sick leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Article when an employee is absent because of:
1. Illness, injury, or disability of the employee.
 2. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section 4.F. of this Article that cannot be scheduled during non-work hours. Employees will provide three (3) working days' advance notice if possible, but in no event less than one day's advance notice. Employees shall make every effort to schedule the appointment either at the beginning or the end of the scheduled workday in order to reduce time away from work. However, the University shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.
 3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section 4.F. of this Article that cannot be scheduled during non-work hours and are not taken pursuant to Family and Medical Leave in Article 13; Section 4 of this MOU
 - a) Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Office of Human Resources may require an employee to provide certification by a medical provider listed in Section 4.F. of this Article to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.
 - b) **Sick leave, to the extent it is accrued and available, shall be granted by the Office of Human resources pursuant to the terms and conditions of this Article.**
 4. Death of a relative

- a) For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.
- b) Close relative as used in this Section means a spouse, child, step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.
- c) The Department Head or Designee (normally the immediate supervisor) or designee may grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.

5. Integration of Sick Leave and Family and Medical Leave

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

6. Pregnancy, Childbirth and Adoption

Pregnancy, childbirth and adoption are considered "qualifying events" under the FMLA and as such are governed by #5 above. [Accrued sick leave may be used to care for a child following childbirth or adoption, subject to the provisions of Article 13, Section 13. \[Parental Leave\].](#)

Section 3. Directed Use of Sick Leave/Medical Examinations

- A. The Office of Human Resources, in accordance with the provisions of this MOU dealing with Family and Medical Leave, may direct an employee to use accrued sick leave if it believes that an employee is unable to perform the essential responsibilities of his/her position due to illness, injury or disability.

- B. While either in active work status or on any type of employee-related sick leave, an employee may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty, as directed by the Office of Human Resources to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position. Such determination will be made in writing by a certified medical provider as defined in Section 4. F. of this Article, with a copy provided to the Office of Human Resources and to the employee.
1. If the examination is conducted by a certified medical provider selected by the USM institution, the institution shall bear the costs of such medical examination. The employee may, however, see his/her own physician at the employee's own cost.
 2. If the examination(s) reveal(s) that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the Office of Human Resources in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.
 3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the certified medical provider selected by the USM institution, the President or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the employee's medical provider and the University's/College's medical provider shall by agreement select the third medical provider who will render an opinion. In the event they are unable to reach agreement on a third medical provider, the third provider will be selected by the University. In selecting the third provider, the University shall not select a provider that has been under contract, or that at the present time is under contract with the University. The decision of the President or designee regarding the employee's fitness for duty will take into account the medical opinions rendered. The decision of the President or designee is final. The expense of obtaining the third medical provider's opinion will be borne by the University.

Section 4. Verification of Absences Charged to Sick Leave

- A. In order to verify that the employee's use of sick leave is in accordance with this Section, to assure medical attention for an employee or to prevent the abuse of sick leave usage, the University may require an employee to submit verification of the reason for the use of accrued sick leave, advanced or extended sick leave.
- B. Verification of Illness for Absences for Five (5) or More Consecutive Days.

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

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

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

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

D. Procedures for Certification Requirement

Prior to imposing a requirement on an employee for documentation of sick leave use, under Section C above, the University shall orally counsel the employee that future undocumented absences may trigger a requirement for certification of future occurrences of sick leave. If the employee has another undocumented absence after such counseling, the University may, subject to the concurrence of the Office of Human Resources, then put the employee on written notice that he/she must certify all sick leave usage for the next six (6) months if the undocumented absence accumulated in accordance with this Section 4. At the conclusion of the six (6) months, the certification requirement will be rescinded provided the employee has complied with the certification requirement and is in compliance with this Article. If the employee has not complied with the certification requirement and is not in compliance with this Article, the requirement shall be extended for six (6) months from the date of the lack of compliance with the requirement. Although a requirement for certification is not a disciplinary action, an employee may grieve allegations of misapplications of this procedure. Failure of the employee to provide certification as described in this Section may subject the employee to disciplinary action.

E. Verification may include but may not be limited to:

1. A written statement from the medical provider (as listed in Section 4.F. of this Article) indicating that the employee is required to be absent from work due to illness;
2. The duration of absence from work;
3. Prognosis of employee's ability to return to work;

4. Title and original signature of an accredited, licensed or certified medical provider; and
 5. **Documentation of the birth or adoption of a child, if sick leave is requested under Article 13, Section 13 [Parental Leave], and**
 6. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article. Such information does not need to include information about the specific illness or health condition of the employee.
- F. Medical verification as outlined in this Article may be obtained from an accredited Christian Sciences practitioner, or from the appropriate of any of the following licensed or certified medical providers:
1. Physician;
 2. Physical Therapist;
 3. Clinical Psychologist;
 4. Dentist;
 5. Oral Surgeon;
 6. Chiropractor;
 7. Podiatrist;
 8. Certified Nurse Practitioner;
 9. Certified Nurse-Midwife; or
 10. Licensed Certified Social Worker-Clinical

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

- A. An employee who sustains a temporary, recoverable illness, injury or serious disability, **or is eligible for parental leave**, may request advance use of sick leave subject to the following **two** conditions:
- The employee shall:
1. have exhausted all other types of accrued leave; and
 2. has performed at a "meets standards" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section 4 above or been disciplined for a sick leave related offense during the past 12 months.
- B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of the Office of Human Resources.
- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
- D. Written requests for advanced sick leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider **or appropriate documentation of the birth or adoption of a**

child, if the employee is requesting parental leave, as outlined in Sections 4.A and 4.F of this Article.

- E. Sick leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year, **provided, however, that during the first six (6) months of service, the amount of advanced sick leave that can be authorized will be prorated based upon the employee's length of service at the time it is requested.**
- F. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee's separation from employment, whichever is earlier. Upon return to work the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the USM with cash.
- G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.
- H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the employee's continued absence arising from the original illness, injury or disability.
- I. The Office of Human Resources may refer an employee who is on advanced sick leave as follows:
 - 1. The employee may be referred to a USM institution-named certified medical provider paid for by the institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
 - 2. If there is a conflict between the employee's physician and the USM institution-named physician, the provisions of Section III.B.3. shall apply.

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

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

The employee shall:

- 1. have been in USM and/or State service for at least five years;
- 2. have exhausted all types of accrued leave and advanced sick leave; and

3. has performed at a "meets standards" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section IV or been disciplined for a sick leave related offense during the past 12 months.
- B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Office of Human Resources.
 - C. The maximum cumulative total of extended sick leave available to an employee in USM or State service is 12 work months (52 work weeks).
 - D. Annual, sick and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.
 - E. Written requests for extended leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections 4. A. and 4.F. of this Article.
 - F. The Office of Human Resources may refer an employee who is on extended sick leave as follows:
 1. The employee may be referred to a USM institution-named certified medical provider paid for by the institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
 2. If there is a conflict between the employee's physician and the institution-named physician, the provisions of Section 3.B.3. shall apply.

ARTICLE 13 - LEAVES

Section 1. Annual Leave (*USM Policy VII-7.00*)

Annual Leave for employees covered by this MOU is governed by USM Policy on Annual Leave (VII-7.00 approved by the Board of Regents April 25, 1991) and is subject to all the terms and conditions set forth therein with the following modification:

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

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

Section 2. Personal Leave (*USM Policy VII-7.10*)

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

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

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

Section 3. Leave Reserve Fund (USM Policy VII – 7.11)

Request for leave under the LRF will be in accordance with USM Policy VII – 7.11 Policy on Reserve Fund (LRF) and the terms described below.

Personal leave unused by an employee shall be remitted to the Leave Reserve Fund available for University/College employees. The Leave Reserve Fund provides paid leave to full time 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.

An employee wishing to receive leave under this policy shall submit a request directly to the Office of Human Resources at the Institution where the employee works. The request may be submitted by using the "USM Leave Reserve Fund Request," attached to this MOU, or by a written request containing the following information:

- Employee's name;
- Name of Institution;
- Employing department;
- Employee's position title, USM service date and number of months of creditable service;
- Amount of leave and specific dates requested; and

Physician's certification of temporary disability which includes the physician's judgment as to when the employee may reasonably be expected to return to work – a prognosis, not diagnosis, or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave. (This information should be kept confidentially at the Institution and not forwarded to the USMO-HR.) If the Institution's Department of HR determines that the employee is eligible to apply for leave from the LRF, it will forward the request for leave to the USMO-HR within five (5) working days following receipt of the request from an employee. The USMO-HR office will issue a response within five (5) working days after its receipt of a request for leave.

An employee who is determined to be ineligible for leave from the LRF by his/her Institution's Department of HR, or whose request for leave is denied by the USMO-HR, shall have the right to file a grievance concerning that determination in accordance with Section 13-201 et seq., of the Annotated Code of Maryland Education Article. Such a grievance shall be initiated at Step Two of that grievance procedure within five (5) days after receipt of the written determination of the Institution's Department of HR or the USMO-HR which is the subject of the grievance. In the case a grievance concerning the denial of a request for leave by the USMO-HR, the written decision by the President or President's designated representative shall be rendered after consultation with the Chancellor or the Chancellor's designated representative.

Beginning in March, 2013, upon written request from AFSCME MD, the USM (USMO-HR) on behalf of the USM Coalition will furnish the Union annually a report containing the following information for the preceding Calendar Year:

1. The number of FLSA classified Non-Exempt employees whose requests for LRF usage were approved and the total number of hours and minutes approved.
2. The number of FLSA classified Non-Exempt employees whose requests for LRF usage were denied.

Section 4. Family and Medical Leave ("FMLA" Leave) (USM Policy VII – 7.50)

Family and Medical Leave for employees covered by this MOU is governed by USM Policy VII-7.50 (Approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004) and is subject to all terms and conditions set forth therein with the following modification:

This type of leave is based on federal law as described in the Family and Medical Leave Act of 1993 (FMLA). The University/College shall make FMLA leave available to employees in accordance with the FMLA and USM policies.

FMLA leave is not a separate form of accrued leave like sick or annual leave. FMLA leave allows a qualifying employee to take employment-protected leave (by first using available sick and annual leave and then unpaid leave) for up to twelve (12) weeks for any of the following reasons.

- 1) To care for the employee's child after birth, or placement for adoption or foster care;
- 2) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- 3) For a serious health condition of the employee, including pregnancy and recovery time, that renders an employee unable to perform his or her job; or
- 4) Any other reasons stated in USM Policy VII-7.50

The National Defense Authorization Act requires the USM to provide additional FMLA leave benefits for Staff employees with family members in the military.

1. Certain family members may use up to twenty-six (26) weeks in a twelve (12) month period to care for an ill or injured service member under certain conditions.
2. Certain family members may use their twelve (12) week FMLA entitlement for certain qualifying exigencies.

To qualify for FMLA Leave:

- 1) The employee must have worked for the University for at least twelve months, and
- 2) The employee must have worked at least 1040 hours in the 12 months immediately preceding the date the leave is to commence.

In addition to USM Policy VII-7.50, the Sick Leave Article contains specific provisions dealing with Family and Medical Leave.

Section 5. Jury Service and for Legal Actions Leave (USM Policies VII-7.21 and VII-7.22)

Jury service and legal actions leave for employees covered by this MOU is governed by USM Policy on Jury Service (VII-7.21 Policy on Jury Service approved by the Board of Regents, February 28, 1992; Amended May 7, 1993) and USM Policy on Leave for Legal Actions (VII-7.22 approved by the Board of Regents, February 28, 1992) and is subject to all the terms and conditions set forth therein with the following modification to USM Policy VII-7.21:

Employees who are dismissed from jury duty will be expected to return to work for the balance of their scheduled workday if the amount of time left in the employee's work day exceeds three (3) hours.

Section 6. Educational Leave and Professional Improvement Leave (USM Policy VII-7.12)

Employees may be granted educational or professional leave for up to two years pursuant to USM Policy VII-7.12 Leave of Absence Without Pay, subject to all of the terms and conditions therein.

Section 7. Administrative Leave (USM Policy VII-7.20)

Administrative Leave for employees covered by this MOU is governed by USM Policy on Administrative Leave (VII-7.20, approved by the Board of Regents February 28, 1992)

Administrative Leave may be granted when emergency conditions exist.

The institution Chief Executive Officer (CEO) may approve a request for administrative leave or may require an employee to take administrative leave for any purpose considered to be in the best interests of the institution.

Section 8. Military Leave with Pay (USM Policy VII-7.23)

Military Leave for employees covered by this MOU is governed by USM Policy on Military Leave VII-7.23 approved by the Board of Regents, February 28, 1992; Amended December 6, 2002; Amended October 17, 2003; Amended September 10, 2004) and is subject to all the terms and conditions set forth therein.

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

Section 9. Call-up to Active Military Duty During a National or International Crisis or Conflict (USM Policy VII-7.24)

Military leave for call up to Active Duty during a national or international crisis or conflict for employees covered by this MOU is governed by USM Policy VII – 7.24 (Approved by the Board of Regents, October 5, 2001; Amended, December 6, 2002; Amended October 17, 2003; Amended September 10, 2004) and is subject to all the terms and conditions set forth therein.

Section 10. Leave of Absence Without Pay (USM Policy VII-7.12)

Leave of Absence Without Pay for employees covered by this MOU is governed by USM Policy on Leave of Absence Without Pay (VII-7.12 approved by the Board of Regents, May 1, 1992; Amended November 12, 1993) and is subject to all the terms and conditions set forth therein.

Employees may request full or partial leave without pay for a two-year (24 month) period in accordance with the provisions of the USM Policy VII – 7.12 Approval of unpaid leave will be at the discretion of the University/College President or designee. No employee shall be denied unpaid leave unreasonably.

Section 11. Leave for Disaster Service (USM Policy VII-7.26)

Disaster Service Leave for employees covered by this MOU is governed by Policy VII-7.26 (Approved by the Board of Regents on October 11, 2002) and is subject to all terms and conditions set forth therein.

Section 12. Accident Leave (USM Policy VII-7.40)

Accident Leave for employees covered by this MOU is governed by Policy VII-7.40 (Approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996; Amended April 16, 2004) and is subject to all terms and conditions set forth therein.

Section 13. Parental Leave (USM Policy VII – 7.49)

To support employees in balancing professional and family demands during and after the birth or adoption of a child, each eligible employee is assured a period of up to eight (8) weeks (i.e., forty work days) of paid parental leave to care for a new child, as follows:

- A. Nature of Leave: The parental leave period will consist of any form of annual, sick, personal, holiday or leave reserve fund leave accrued or otherwise available to the employee under this Agreement and USM policies, to be supplemented as necessary by the Institution with additional paid leave days to attain an eight (8) week period of paid parental leave.
- B. Applicability: The eight (8) week paid leave assurance is available during a six (6) month period surrounding:
1. The birth of a newborn;
 2. The recent adoption of a child under the age of six (6); and
 3. At the discretion of the Institution's President or designee and subject to any limitations established by the Institution, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6).
- C. Eligibility: The paid leave assurance will apply as follows:
1. Leave shall be pro-rated for eligible .50 or greater Full Time Equivalent staff.
 2. If a child's parents are employed by the same Institution, both may be eligible for paid parental leave up to the eight (8) week maximum as follows:
 - a. Both parents may use accrued annual, sick or personal leave concurrently with the birth of a child or adoption of the child under age six (6);
 - b. A parent may use additional guaranteed paid leave under this policy only during a period when that parent is the child's primary caregiver.
 3. An employee shall be eligible for assured minimum paid parental leave after one (1) year of employment with the Institution, except to the extent that Institution's policies permit a lesser eligibility period.
 4. An employee may be eligible for paid parental leave under this policy on one occasion in a given 12-month period, and on two separate occasions during the duration of the staff member's employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President's designee.
 5. The employee must have a satisfactory record of sick leave usage and work performance.

ARTICLE 14 - UNION LEAVE

- A. AFSCME may request that bargaining unit employees be released from their normal duties for the purpose of participating in approved union activities.
- B. The total amount of paid Union Leave days granted by the University each fiscal year covered by this MOU shall not exceed three (3) days.
- C. All requests for Union Leave shall be submitted to the institution Vice President of Human Resources in writing by Council 92 fifteen (15) working days in advance of the day on which the leave is to begin and shall include:
 - 1. A general description of the activity and its purpose;
 - 2. The date and location of the activity;
 - 3. The name(s) of the employee(s) for whom union leave is being requested.
- D. After verifying the validity of the request with a staff union representative and the accuracy of the time being requested, the institution Vice President of Human Resources may approve union leave if the employee's services can be spared without impairing the services of the department and union leave is available pursuant to Section B of this Article. Approval of leave under this section shall not be unreasonably denied.
- E. If the employee organization needs to substitute an employee or employees for those previously granted union leave, or substitute new dates, such requests will be submitted as soon as possible to the institution Vice President of Human Resources for approval. Such substitutions may be approved if the substitution will not impair the services of the unit. Approval of substitutions or dates shall not be unreasonably denied.

ARTICLE 15 - HOLIDAYS

Section 1. Recognized Holidays

Bargaining unit employees are eligible to earn 11 holidays per year, or 12 holidays during a year of general or congressional elections, and any other special observance as required by the legislature and Governor. Additionally, bargaining unit employees will be granted three (3) additional University holidays. Part-time employees who are employed on at least a 50% full-time basis shall earn holiday leave on a pro-rated basis. All employees must be in a paid employment status on the calendar date that the holiday is earned, in order to be eligible for holiday pay when the holiday is observed.

In order to meet operational needs, the University will observe some holidays on dates other than the calendar date designated by the Governor and legislature. The actual dates of observation for paid holidays and University holidays vary from year to year. The University's President shall publish an annual holiday schedule, which shall indicate the days the holidays are earned and the date of observance for the University of Baltimore. The current year's listing of observed dates for holidays may be found on the University's personnel web page. Generally, the institution will be closed on the dates of holiday

observance except for essential personnel and employees designated by their department head required to perform duties on a holiday to meet operational needs. Scheduling of any employee who is not designated as essential to work on a holiday must be approved by the Vice President of Human Resources.

Holiday Calendar Date	Holiday is Earned
New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	First Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

Holidays will be earned during the term of this MOU according to the schedule set forth above and as may be found on the University's Human Resources web page.

Section 2. Scheduling of Holidays for Continuous Operations

Holidays for Sworn Police Officers will be prescheduled based upon the workweek schedule rotation. The University reserves the right to assign holidays in accordance with this schedule rotation and shall make an effort to grant the Employee the day off requested, subject to operational needs. An Employee may be required to work on the Employee's prescheduled holiday. If required to work on their prescheduled holiday, the Employee will be paid at their regular straight time rate of pay for all hours worked plus any overtime pay required in accordance with Article 6 Hours of Work, Section 7 of this MOU. However, in the event, the Officer is required to work on Thanksgiving Day and/or Christmas Day the Employee will receive pay at the rate of one and half (1½) times their regular straight time rate of pay for all hours worked on those days. In addition, the Employee shall be granted the holiday with pay or an alternative date to be scheduled by the University within forty-five (45) days of the date initially pre-scheduled, provided however that, if operational needs prevent the rescheduling of the holiday within that ninety (90) day period, the University will reschedule the holiday within six (6) months of the date initially pre-scheduled. Subject to operational needs, the University will make a good faith effort to schedule an employees' pre-scheduled or alternative holidays on a mutually agreeable date, however, the employee may be paid at the applicable rate for all hours worked and provided with a regular day's pay as holiday pay in lieu of being granted another day off.

Section 3. Termination Payment

Employees, who leave their employment at the University for any reason, are entitled to be paid for any unused holiday leave that has been earned as of the date of separation.

ARTICLE 16 - HEALTH AND SAFETY

Section 1. General Duty

The University will make reasonable provisions for safe, secure and healthful working conditions for all of its employees in accordance with the Occupational Safety and Health Act (OSHA) and all other applicable federal, State and local laws and regulations. All employees shall comply with all published safety rules and regulations established by the University and required by applicable laws.

Section 2. Labor Management Safety Committee

The University and Union agree to create a Labor Management Safety Committee for the purpose of identifying issues of concern to either Party arising under this MOU with regard to safety. The Safety Committee shall meet once per quarter absent mutual agreement of the Parties to a revised schedule. The meeting shall be scheduled for a maximum of a one (1) hour session, except by mutual agreement of the Parties. In consideration of the limited staff within the Department, the Committee shall schedule its meeting outside the scheduled regular working hours of the Officer(s) selected by the Union to be in attendance. The University shall provide up to one (1) hour of compensation for one (1) officer in attendance at the meeting. At least forty-eight (48) hours in advance of a scheduled meeting, the Parties shall exchange a listing of the subjects they wish to address at the meeting. The Committee shall not serve as a forum or substitute for formal negotiations when such is necessary or the formal grievance procedures provided by this Agreement.

ARTICLE 17 - UNIFORMS AND EQUIPMENT

Section 1. Uniformed Job Classifications

The employer shall provide employees the uniform and equipment items listed in Appendix I.

Section 2. Replacement of Uniforms and Equipment

As required uniforms become depreciated and are in a state of disrepair, the Employer shall provide replacement uniforms. Employees provided with uniforms shall be required to return them to the University within one (1) week of the termination of their employment. Failure to return issued uniforms shall entitle the University to deduct their reasonable depreciated cost from any pay owed to the employee at the time of their termination.

Section 3. Safety Glasses

Where an employee's duties require the use of non-prescription safety glasses, the Employer shall make such glasses available.

Section 4. Shoe Allowance

The University, upon submission by the Officer of proof of purchase, shall reimburse Police Officers up to Seventy-five Dollars (\$75.00) in a twelve (12) month period for the cost of shoes meeting the University standard for color (black) and style.

Section 5 – Ammunition

Each year every officer making a request shall be provided with 50 rounds of low lead ammunition to practice with on their own time. Additionally, the University will provide sufficient rounds of ammunition for purposes of annual in-service qualification. Actual distribution of rounds will depend upon availability and modifications may be required.

ARTICLE 18 - WAGES AND COMPENSATION

Section 1. FY2014 Cost of Living and Merit Pay Adjustments.

- (a) **Cost of Living Adjustment:** Effective no later than January 1, 2014, each bargaining unit employee covered by this Memorandum of Understanding (MOU) shall receive a Cost of Living Adjustment (COLA) of 3% to their base pay.
- (b) **Merit Pay Adjustment:** Effective as of the pay period that includes April 1, 2014, a Merit Pay Adjustment shall be added to the base pay of each employee who has achieved “meets standards” or better on his/her last performance rating. If the merit adjustment would cause an employee’s pay rate to exceed the maximum pay rate for the employee’s pay grade range, the employee’s pay rate will be adjusted to the maximum of the pay range and the remainder of the merit adjustment shall be provided in the form of a one-time, lump sum payment which shall not be included in the employee’s base pay. The lump sum shall be paid as soon as practical following April 1, 2014.

Section 2. Compensation Reopener for FY2014

The Parties agree to reopen negotiations concerning the FY2014 COLA and Merit Pay Adjustments at the request of either the University or AFSCME, if negotiations are reopened between AFSCME and the State of Maryland as to the amount and/or effective date of the FY2014 COLA and salary increments provided for in the applicable collective bargaining between AFSCME and the State.

Section 3. Limited Reopeners for FY2015 and FY2016

This MOU will be subject to reopening for the sole purpose of negotiating an agreement as to what COLA, if any, and what Merit Pay Adjustment, if any, and what funding conditions and requirements for both items shall be included in the USM budget request submitted to the Governor for Fiscal Years 2015 and 2016, respectively. Subject to approval and funding by the General Assembly and controlling directions or restrictions imposed by the Governor or General Assembly,

COLA and/or Merit Pay Adjustments for FY2015 and/or FY2016 agreed upon by the University and AFSCME MD pursuant to the aforementioned reopener provisions shall be incorporated into this MOU.

Section 4. Funding Prerequisites

Any COLA, merit pay adjustment or bonus provided for during the term of this MOU, shall be subject to controlling directions or restrictions imposed by the Governor or General Assembly.

Section 5. Officer in Charge Pay Differential

An employee assigned to perform the duties of a Corporal or higher classification for four (4) or more consecutive hours of duty shall be paid an additional Fifteen Dollars (\$15.00) per shift worked in the higher classification effective on the ratification of this MOU.

Section 6. Shift Differential

An employee's eligibility for shift differential shall be governed by USM.BOR Policy 206.0VII-4.60. Eligible employees shall be paid \$1.00 per hour for each hour worked on a shift that begins after 2:00 p.m. and before 2:00 a.m.

ARTICLE 19 - MASTER POLICE OFFICER

Section 1. Master Police Officer

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

Section 2. Definition

- A. Under general supervision, the MPO performs the duties of a Police Officer and may function in a lead capacity or as an independently recognized specialist in an ongoing law enforcement program or may function as a shift supervisor for a small group of police officers.
- B. The MPO will perform the primary duties as outlined in the University System of Maryland Job Class Specification for University Police Officer III (grade 14).
- C. The MPO designation is an appointment, not a promotion. Officers appointed to this designation will not receive any additional compensation for serving as Officer in Charge (OIC) and/or for serving as Field Training Officer (FTO).

Section 3. Qualifications and Eligibility

- A. Must have three (3) years of consecutive service as a UB Police Officer as of July 1st of the year in which he/she is deemed eligible for appointment to the MPO designation.
- B. Must maintain a "Satisfactory/Meets Expectations" rating or the equivalent thereof in the Annual Performance evaluation in all categories for the two (2) consecutive Performance Management Process ("PMP") periods and the intervening time period thereafter immediately prior to the current consideration of the Officer's candidacy. For purposes of this provision, the PMP rating period shall be on an annual basis from April 1 through March 30.
- C. Must not have been on Sick Leave Certification Requirement pursuant to Article 14 (Sick Leave) during the twelve (12) months preceding the date on which the test is administered.
- D. Must not have any finding of "guilty" rendered by a duly convened LEOBR hearing panel in any disciplinary action within the twelve (12) months period prior to the date on which the test is to be administered. If an officer is under investigation for charges which are pending before a LEOBR hearing panel based on allegations of misconduct that allegedly took place during the twelve (12) months period prior to the date on which the test is administered, the officer may still be eligible to take the MPO examination; provided, however, that should a LEOBR panel subsequently issue a "guilty" finding, the officer shall not be entitled to be designated as an MPO or to receive the increase accompanying such designation for a period of twelve (12) months following the issuance of the finding, provided that the officer meets the other eligibility requirements of this Section. If following a LEOBR hearing a finding of "not guilty" is made, the officer shall be entitled to be designated an MPO and given the accompanying rate increase, retroactive to July 1st immediately preceding the finding of the LEOBR hearing board.
- E. Must pass the MPO Written Examination (See Section 4 of this Article).

Section 4. MPO Written Examination

- A. Those bargaining unit members who meet all of the qualifications pursuant to Section 3 of this Article may request to take the MPO Written Examination. This examination is not intended to be a competitive exam.
- B. While the University welcomes suggestions and input from the Union and members of the bargaining unit regarding the information which the MPO qualifying exam is intended to cover, the actual questions included in the qualifying exam, including the number and type of questions, remain within the sole discretion of the University. The Office of Human Resources will review and approve the examination before it is administered.
- C. The MPO Written Examination will require a passing score of at least Seventy-five percent (75%).

- D. The University will offer the examination in **January and July each year on a date to be set by the Department.**
- E. If there are no qualified members available to take the test pursuant Section 3 of this Article, the examination will not be given until **the next scheduled test is held pursuant to D above.**

Section 5. Compensation

- A. Upon passing the MPO Written Examination, the Officer will receive a salary increase of six percent (6%).
- B. The effective date of the salary increase for an Officer who passes the MPO Written Examination will be **the beginning of the second full pay period following the date on which the officer took the examination.**

ARTICLE 20 - RETIREMENT

Employees covered by this MOU who are otherwise eligible shall be allowed to participate in the Law Enforcement Officer Pension System (LEOPS), as appropriate, subject to all the terms and conditions of that System and its respective Plan, including any modifications made to that System during the term of this MOU. All disputes or grievances regarding the Retirement and/or Pension Systems and Plans shall be resolved in accordance with the procedures specified in the plan(s) or by applicable law.

ARTICLE 21 - INSURANCE AND BENEFITS

Employees covered by this MOU who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time, on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as established for other University and State employees.

ARTICLE 22 - PERFORMANCE EVALUATION

Section 1. Annual Review

On an annual basis, no later than March 30 of each year all Sworn Police Officer employees' performance will be assessed. Performance evaluation shall be conducted by the supervisor responsible for direct supervision of the employee being evaluated. The University shall endeavor to train all supervisors with performance appraisal responsibility to appropriately discharge that function.

Section 2. Retention of Performance Reviews

Employee performance reviews become a permanent part of the employee's confidential personnel file.

Section 3. Performance Standards

Performance standards and behavioral elements shall be specific, attainable, relevant, measurable, and fully consistent with an employee's duties and responsibilities as described in the position description. Performance factors and goals will be results related. Performance expectations shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. If an employee does not have an opportunity to perform work described by a standard or element, that standard or element will not be considered in the performance/appraisal. Performance factors will be applied fairly, objectively, and equitably. In the event a supervisor has a performance problem with an employee that may result in a negative evaluation, the employee will be given a period of correction of at least thirty (30) days to correct the performance deficiency. If, at any time, an employee's performance is considered to be at a level which jeopardizes his/her eligibility to receive a merit increase, the supervisor shall notify the employee in writing as soon as possible and inform the employee that his/her continued performance deficiency may result in loss of eligibility to receive merit increase. In the event the employee's performance deficiency is identified and communicated to the employee within thirty (30) days of the employee's scheduled evaluation date, consideration will be given to a retroactive adjustment following the employee's timely correction of the performance deficiency if the deficiency resulted in a negative evaluation. If the employee's performance does not warrant an increase, failure to notify the employee per this article shall not entitle the employee to an increase.

Section 4. Grievability

Employees may only file a performance evaluation grievance if he/she receives a performance rating of "below standards" or "unsatisfactory" for his/her overall performance. An employee may file a response contesting the factual accuracy of comments included in the evaluation.

Section 5. No Retaliation

Under no circumstances shall the University utilize the performance evaluation process to retaliate against any bargaining unit employee for lawful Union activity.

ARTICLE 23 - COUNSELING AND DISCIPLINARY ACTIONS

Section 1. Progressive Discipline

The University subscribes to the tenets of progressive discipline, where appropriate. However, the University reserves the right to administer any discipline deemed necessary and appropriate by the University. No employee shall be disciplined without cause.

Whenever a bargaining unit employee is under investigation or subjected to interrogation by the University for any reason which could lead to disciplinary action, demotion or dismissal, the investigation or interrogation shall be conducted in accordance with Public Safety Article Title 3 (LEOBR) of the Annotated Code of Maryland.

The University shall provide at no cost to an employee, and the Union, if requested by the employee, a LEOBR investigation file at least twenty (20) days prior to any hearing.

Section 2. Disciplinary Actions

Progressive disciplinary actions may include but are not limited to the following actions: informal counseling, formal counseling, official reprimand, suspension without pay, involuntary demotion, and charges for removal from University services. The University is not required to utilize all of the above-listed actions when administering progressive discipline.

Section 3. Charges for Removal

- A. A bargaining unit employee, who has completed his/her probationary period, may be removed from University service only for cause, only upon written charges for removal and after his/her appeal has been heard
- B. Any of the following shall be sufficient cause for removal of an employee, although dismissal may be for causes other than those enumerated:
 - 1. That the employee is incompetent or inefficient in the performance of his/her duties.
 - 2. That the employee has been wantonly careless or negligent in the performance of his/her duties or has used unwarranted or excessive force in his/her treatment of the public, fellow employees or other persons.
 - 3. That the employee has violated any lawful official regulation or order; or failed to obey any lawful and reasonable direction given by his/her superior officer.
 - 4. That the employee has been wantonly offensive in his/her conduct toward fellow employees or the general public.
 - 5. That the employee has taken for personal gain a fee, gift or other valuable item in the course or in connection with his/her work, when such fee, gift, or other valuable item is given to him/her by a person seeking a favor or better official treatment than that accorded other persons.

6. That the employee is engaged in a secondary business or in a trade or occupation despite prior warning and without the prior written consent of the Chief of Police
 7. That the employee has been guilty of a violation or violations of Section 40 of the Merit System Law referring to dishonest or fraudulent actions regarding examinations and act of coercion against other employees.
 8. That the employee has been convicted of a criminal offense or of a misdemeanor involving moral turpitude or of domestic violence.
 9. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
 10. That the employee has been guilty of a violation or violations of the provisions of Chapter 122 of the Acts of 1908, commonly known as the Corrupt Practices Act, or using, threatening to use, or attempting to use, political influence or the influence of any State employee or officer in securing promotion, transfer, leave of absence, or increased pay.
 11. That the employee has willfully made a false official statement or report.
 12. That the employee has been guilty of conduct such as to bring the Department and/or the University into public disrepute.
- C. When the Chief of Police recommends that charges be filed for removal of an employee, the Chief will consult with the Vice President of Human Resources or designee who will review the case. If the Vice President determines that charges for removal are warranted, he/she shall present in person or mail a copy of the charges by registered or certified mail to the last known address of the employee against whom the charges are brought. Such notice shall advise the employee that he/she may, within five (5) working days of the date of delivery as indicated by the return receipt or other evidence of delivery, request an opportunity to be heard in his/her defense.
- D. When charges for removal are filed against an employee, the Department may: suspend the employee without pay; suspend the employee with pay; or allow the employee to remain on duty pending the outcome of the charges.
- E. If an employee is suspended without pay pending the charges for removal, the Vice President will inform the employee, in writing, of the reasons for the suspension. The employee will be provided with the grievance regulations and forms to appeal the decision.
- F. In the event an employee is suspended without pay pending the filing of charges for removal, and the charges are not received by the Vice President within five (5) working days, the Department must place the employee on leave with pay until such charges are received by the Office of Human Resources.

ARTICLE 24 - TUITION REMISSION

Section 1. Purpose And Applicability

A. Regular or Retired Status Employees

The University supports the general policy of tuition remission for employees on regular or retired Status on an intra- and inter-institutional basis. This policy encourages such employees on regular or retiree status to enroll in academic courses for the improvement of skills or for personal development purposes, with tuition costs associated with such courses remitted in whole or in part.

B. Spouses and Dependent Children of USM Employees (Regular or Retired Status)

The University supports the general policy of tuition remission for the spouses and dependent children of University system of Maryland (USM) employees on regular or retired status, on an intra- and inter-institutional basis.

C. Regular Employees Subject to Layoff

See Article 26, Layoff and Recall, Section 7.

Section 2. Definitions

A. A "REGULAR" employees is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both full-time and part-time employees.

B. "RETIREE" – For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks, including check issued pursuant to the Law Enforcement Officer Pension System (LEOPS), and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of retiree status may be obtained by contacting the Office of Human Resources of the University from which the employee has retired.

C. The term "SPOUSE" shall mean a person in a legally contracted marriage as recognized by the State of Maryland, provided that it shall not include an estranged spouse who maintains a separate domicile.

D. The term "DEPENDENT child" shall mean a son/daughter, stepson/stepdaughter, legally adopted son/daughter, who is "financially dependent," as that term is defined by the Internal Revenue Service.

Section 3. Administration

The University shall administer this program, in accordance with the following:

- A. Tuition Reimbursement for Regular and Retired status employees
 1. Tuition remission is extended to regular employees as set forth herein.
 - a. Effective July 1, 1990, all regular employees of the University may receive tuition remission at any institution in the USM, in accordance with provisions set below.
 - b. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.
 2. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the course are to be taken and to the other academic regulations of the University governing student enrollment (for example, course prerequisites and registration deadlines).
 3. Full-time regular employees and retirees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular part-time employees who are employed at fifty percent (50%) or more time at the University or retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.
 4. Tuition remission does not include mandatory fees, which remain the responsibility of the regular employee or the retiree.
 5. Courses taken under this policy shall not interfere with the assigned job responsibilities of any employee and shall require the approval of the University President or designee.
 6. The regular employee may register for the desired course(s) at any institution in the USM. Regular employees employed by and USM institution who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as employees who are employed by the host institution.
 7. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the University President of the institution offering the program and approved by the Chancellor. Availability of tuition remissions for self-support programs and courses shall be recommended by the University President of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to participate in the tuition remission program, whether from the host institution or other institutions.

8. Policy on tuition remission for Regular Faculty and Staff employees of Morgan State (MSU), Saint Mary's College of Maryland (SMC) and Baltimore City Community College (BCCC) (effective 8/24/01).

Regular Faculty and Staff employees of MSU, SMC, and BCCC shall receive tuition remission at this University at the same level of benefits as provided for regular employees. This provision is dependent upon reciprocity being extended by MSU, SMC and BCCC to Regular Faculty and Staff employees at USM institutions.

B. Tuition Remission for Spouses and Dependent Children of USM Employees (Regular or Retired Status)

1. Tuition remission is extended to the spouses and dependent children of all University regular employees and retirees hired before [date], on an equitable basis, subject to the restrictions in this policy (see section 4 below).

2. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland.

Dependent children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of regular employees and subject to the restrictions in this policy. This provision is dependent upon reciprocity being extended by Morgan State University and Saint Mary's College of Maryland to dependent children of Regular Faculty and Staff employees at USM institutions. Tuition remission shall not be available to the spouses of Faculty and Staff of Morgan State University and Saint Mary's College of Maryland.

3. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Baltimore City Community College.

Dependent children of Regular Faculty and Staff employees of Baltimore City Community College shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of regular employees and subject to the restrictions in this policy. This provision is dependent upon reciprocity being extended by Baltimore City Community College to dependent children of regular employees at other USM institutions. If a parallel lower division instructional program is available at Baltimore City Community College, dependents of Baltimore City Community College employees are eligible to take advantage of the provision of this tuition remission benefit at USM institutions only after they have earned the associate degree or completed 60 hours of transferable credit. For those programs, e.g. Business, where "transfer" is required by the USM institution prior to completion of either the associate's degree or sixty (60) credits, the tuition remission benefit is available upon admission to the program. For programs where there is no parallel lower division instructional program available at BCCC, the tuition

remission benefit is available immediately. Tuition remission shall not be available to the spouses of Faculty and Staff employees of Baltimore City Community College.

4. For spouses and dependent children of all regular part-time employees and retirees who are employed in, or retired from a position at fifty percent or more time, the percentage of tuition remitted shall be proportional to the percentage of employment service.

5. Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.

6. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.

7. Programs of study to be exempted from this benefit shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as are recommended by the University President of the institution offering the program and approved by the Chancellor. The availability of tuition remission for self-support programs and courses at each institution shall be recommended by the University President and approved by the Chancellor. The University President of the institution offering the program shall apply the exempted status equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.

8. Subject to the provisions in paragraphs B.1., and 4. through 7. above, spouses and dependent children, of full-time employees or retirees of the University who die in service or after retirement, shall be permitted to register for courses with tuition remission for a period of time determined by the duration of full-time employment of the employee, or retiree as follows:

If the length of time of employment of the deceased employee or retiree was less than three years, the spouse or dependent child is eligible for tuition remission for one (1) academic year, if at least three (3) but less than five (5) years, two (2) academic years; if at least five (5) but less than seven (7) years, three (3) academic years; if at least seven (7) but less than nine (9) years, four academic years; and if more than nine (9) years, five (5) academic years. However, eligibility for tuition remission for spouses shall expire at the end of seven (7) years following the death of the full-time employee, and eligibility for tuition remission for dependent children shall expire on the twenty-second (22nd) birthday.

9. For spouses and dependent children of regular part-time employees or retirees who were employed at fifty percent (50%) time or more and who die in service or after retirement, the percentage of tuition remission shall be proportional to the percentage of employment service averaged for the three (3) years immediately preceding his or her death. The length of time for which tuition remission will be available for such surviving spouses and dependent children shall follow the formula described in paragraph 8.

Section 4. Restrictions

A. Restrictions Based Upon Date of Employment

1. Spouses and Dependent Children of Regular or Retired Employees Whose Period of Employment Began Before January 1, 1990

Effective July 1, 1990, all spouses and dependent children of regular or retired employees whose appointment was made or whose contractual arrangements were completed before January 1, 1990, may register for courses at any of the institutions of the USM, with 100% tuition remitted at both the undergraduate and graduate level, subject to the restrictions in this policy.

2. Spouses and Dependent Children of regular Employees Whose Period of Employment Began on or After January 1, 1990 and Before July 1, 1992
 - a. Effective July 1, 1990, all spouses and dependent children of regular employees whose initial appointment was made on or after January 1, 1990, and before July 1, 1992, may receive tuition remission of one hundred percent (100%) on courses toward a first undergraduate degree at the institution where the spouse or parent is employed. If a spouse or dependent child of a regular employee at a degree granting institution wishes to enroll in courses toward a first undergraduate degree in an academic program which is not available at home institution, the spouse or dependent child may, with the approval of the University President or designee of the home institution, register for courses at other institutions of the USM with fifty percent (50%) tuition remission; the remaining 50% is the responsibility of the individual student. Spouses and dependent children of regular employees at non-degree granting units may register for courses toward a first undergraduate degree at any institution of the USM with full tuition remission (100%). Full tuition remission at any institution is also extended to spouses and dependent children of Regular Faculty and Staff employees of the University of Baltimore for the freshman and sophomore years only; and to spouses and dependent children of Regular Faculty and Staff of the University of Maryland, Baltimore for undergraduate programs not offered at that institution. A transfer of funds equal to fifty percent (50%) of the tuition will accompany all inter-institutional enrollments. All enrollments of spouses and dependents are subject to the restrictions in this policy.
 - b. Tuition remission shall not apply to courses registered for at the graduate or post-baccalaureate level.

3. Spouses and Dependent Children of Regular Faculty and Staff Whose Period of Employment Began on or After July 1, 1992

Tuition remission benefits for the spouses and dependent children of regular employees whose period of employment began on or after July 1, 1992 shall, in addition to the restrictions outlined in section 4.A.2.a. and 4.A.2.b. above, be available only after the regular employee has been in the USM service for two (2) years prior to the anticipated last date available for late registration for the semester under consideration.

B. Other Restrictions

1. Receiving institutions shall establish caps on this policy as follows:
 - a. Institutions formerly governed by the Board of Trustees of State Universities and Colleges which remitted tuition at 100% in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the credit hours for which tuition was remitted at the institution for spouses and dependent children in the Fall semester of 1989; and
 - b. Institutions formerly governed by the University of Maryland Board of Regents which remitted tuition at 1/3 of the full tuition in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the total credit hours taken for which tuition was remitted at a 1/3 rate in the Fall semester of 1989.
2. In applying each host institution's cap, admission, registration, and tuition remission decisions shall be made without regard to the place of employment of the student's parent or spouse.

Section 5. Implementation.

A Except as modified above, Article XXIV is based upon USM Policy VII-4.10, Policy on Tuition Remission for Faculty and Staff and USM Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff, and shall be administered consistent with UB procedures and the above referenced USM Policies. In the Event that any USM successor tuition remission policies are adopted by the Board of Regents during duration of this MOU, Article XXIV shall be administered consistent with the successor policy as set forth below.

B. In the event that during the duration of this MOU, the Board of Regents adopts a policy, which rescinds or modifies in whole or in part the afore-referenced tuition remission policies, the University may implement those changes after consultation or bargaining, if required, with the Union. The parties further agree that the University's tuition remission program must at all times comply with applicable law and that the University may implement any modifications necessary to come into compliance with applicable law. Where the modifications or changes that the University intends to implement are subject to

the obligation to bargain collectively under *SPP 3-101 et. seq.*, the process outlined in Article XXX, Section 5 - Scope of Agreement of this MOU applies.

ARTICLE 25 - LAYOFF AND RECALL

Section 1. Layoff Notice

When the University determines that layoffs or job abolishments are necessary, a notice shall be given to the affected employee(s) and the Union at least ninety (90) days in advance of the effective date of such layoff or job abolishment. Notice of layoff shall be in writing and shall be acknowledged in writing by the employee. The written notice shall include the reason for the layoff. The University agrees to meet the Union within thirty (30) days of the issuance of the layoff notice(s) to discuss the effects of the layoffs/job abolishment. The University may place an employee who receives a Notice of Layoff on administrative leave for any portion of the ninety (90) calendar day notice period.

Section 2. Order of Layoff

The University shall determine which classification(s) within a University department will be subject to layoff(s). Within each classification affected within a University department, layoffs shall occur in the following order:

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

Section 3. Seniority Points

The formula for establishing Seniority Points shall be as follows:

- A. One point shall be given for each complete month of credited service for the following:
 - (1) University System (and/or predecessor organizations) and State service including service as medical system University personnel as defined in the Education Article, Section 13-1B-01;
 - (2) Service with the department where the layoff is to occur; and
 - (3) Service in the job classification and its job series where the layoff is to occur.
- B. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.
- C. For part-time employees, creditable service shall be determined by the funded percentage of the position.

- D. The combined total of all points shall determine the order of layoff of employees in the job classification designated for layoff within a University department. If two or more employees in the same classification within a University department have the same number of seniority points, they shall take their standing in the order of layoff based upon the following criteria:
- (1) The University shall compute each employee's total length of employment in combined State and University System service.
 - (2) The employee who has the shortest length of service shall be laid off first.
 - (3) If two or more employees have the same standing after the application of Section D(1), the Chief Executive Officer, or his designee, will determine the employee to be retained based upon written evaluation of the objective specific skills, knowledge or abilities of each employee by the Department Head or Chairperson.

Section 4. Displacement Rights

Employees covered by this Agreement affected by a University decision to lay off employees shall be allowed to exercise displacement rights. This election must be made by giving notice to the Office of Human Resources within fifteen (15) days of the notice to the employee and Union of the layoff.

- A. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with the least seniority in the same job classification within the same University division or if not available, either,
- (1) Progressively to each lower level classification in the same job series within the employee's department,
 - (2) Or any other job classification within the employee's department in which the employee held satisfactory regular status.
- B. If the position available to the employee exercising his/her displacement rights under this section is on a work schedule/shift different from their current work schedule/shift, the employee shall be given right of first refusal for the first vacant position in that same job classification within the same University Division with a work schedule/shift matching that of the position which the employee held at the time of his/her layoff.
- C. An employee elects not to displace another employee in accordance with this section shall be laid off.
- D. An employee who was unaffected by the University decision to layoff employees but who was displaced by a senior employee electing their displacement rights shall be allowed to displace another employee in accordance with the same procedure specified in paragraph (A) above.

Section 5. Recall/Reinstatement Preferences

Employees who are adversely affected by a layoff shall be placed on a recall list for a period of two (2) years. In the event of a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff to the job classification within the department from which the employee was laid off provided they continue to possess the qualifications and/or special skills then required for the position by the University. The procedure applicable to a recall shall be as follows:

- A. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
- B. The recalled employee shall have up to seven (7) work days following receipt of the recall notice to notify the University of their intention to return to work.
- C. The recalled employee shall have up to fifteen (15) work days following receipt of the recall notice to actually return to work.

For a period of three (3) calendar years from the effective date of layoff, the employee shall be granted priority consideration for interviews for vacancies in the classification from which the employee was laid off, any lower classification in that job series, any classification for which the employee has completed an original probationary period, or any other position vacancy for which the employee meets the minimum qualifications.

Section 6. Counseling Services

All employees who are adversely affected by a layoff shall be afforded an opportunity within one hundred and eighty (180) days from the date they receive notice of layoff to receive the following counseling services from or through the University's Office of Human Resources:

- A. Personal counseling services;
- B. Benefit services; and
- C. Job search assistance

Section 7. Tuition Remission

- A. Employees who are laid off, who have completed less than ten (10) years of service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the layoff occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one additional full-time semester or two additional part-time semesters, not to exceed a total of (18) credit hours.
- B. Employees who are laid off, who have completed ten (10) or more years of service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the layoff occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two additional full-time semesters or four additional part-time semesters, not to exceed a total of thirty-six (36) credit hours.

- C. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.
- D. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which the employee is laid off and receiving tuition remission may continue to receive tuition remission for the balance of the semester.

ARTICLE 26 - MISCELLANEOUS

Section 1. Access to Recreation Centers

Bargaining unit employees shall be permitted to use, at no cost, the recreation fitness facilities located at 1420 North Charles Street.

Section 2. Secondary Employment

Secondary employment shall be governed by the policies set forth below subject to the discretion of the Chief of Police to amend or revise same in accordance with Article 7 Management Rights, Section 1, #8.

- A. It is not the purpose or intent to deny anyone the opportunity to augment or enhance their economic or professional status. It is the University's intention to protect the University and the department from any liability issues.
- B. Employees are responsible to insure and guarantee that their secondary employment shall in no way conflict with their duties and responsibilities to the department.
- C. If it is determined that an employee's duties and responsibilities as a member of the department are being compromised, or otherwise adversely affected by the employee's secondary employment, authorization for such employment may be denied or rescinded.
- D. Any employee who desires to engage in secondary employment not related to his/her duties as an employee shall submit, through the chain of command, an Administrative Report (95) to the Chief of Police requested approval to accept such employment. Anyone who works for an employer and requests to work for the University must complete a "Certification for Original Employment" form.
- E. The primary employment duty, obligation and responsibilities of the employees of the University is to the University of Baltimore Police Department (UBPD).
- F. Within the parameters established in this section, officers are allowed to participate in secondary employment that is considered off-duty employment. Off-duty employment is that secondary employment that is not conditioned on the actual or potential use of law enforcement powers by off-duty officers granted by, from or through the University of Baltimore Police Department.

- G. The Chief may expressly forbid employees from secondary employment at specific locations or performing specific job tasks, (i.e., bouncer at a bar, or bail bondsman, etc.)
- H. There are three (3) University of Baltimore Police Department's categories of secondary employment:
 - 1. Police Officers' Secondary Employment other than UBPD;
 - 2. Contractual Original Secondary Employment with UBPD;
 - 3. Contractual Secondary Employment with UBPD prior to July 1, 1997.
- I. Police Officers

UBPD police officers shall not use their police powers, jurisdictional authority, uniforms and/or any equipment (such as weapons, ammunition, mace, baton, etc.) granted by, from, through the UBPD while engaged in secondary employment.

J. Responsibilities

- 1. Secondary employment requests will be submitted to their Shift Commanders. The request will contain: names, addresses and telephone numbers of the secondary employer; job titles and description of duties to be performed; the name of the person in charge of the secondary employment; and the anticipated duration of employment.
- 2. An approved request for secondary employment will be valid for one (1) year. Employees desiring continuing secondary employment must resubmit a request to the Chief no later than thirty (30) days prior to expiration of approved periods.
- 3. Employees must resubmit a secondary employment request any time there are substantive changes in their secondary employment, i.e., duties and/or responsibilities, place of employment, etc.
- 4. Members will work daily and cumulative hours of secondary employment in accordance with the following guidelines:
 - a. Do not work more than twelve (12) collective hours in any twenty-four (24) hour period.
 - i. During any one (1) working day, an employee having worked eight (8) hours with the UBPD shall not be engaged in secondary employment of more than four (4) hours.
 - ii. Any overtime hours worked with the UBPD shall be deducted on a one-to-one basis from those hours permitted for secondary employment.

- b. Do not work more than twenty (20) cumulative secondary employment hours during any one week period. However, during a week where the employee is off five (5) or more leave days, other than sick leave, an employee may work approved secondary employment but shall not work more than forty (40) hours of approved secondary employment.
5. Members are not permitted to engage in any secondary employment while on sick leave.
6. Employees are subject to recall at any time for emergencies and other special circumstances.
7. Employees will not engage in other employment, private business, or the conduct of a profession outside the hours of employment with this department in a manner likely to adversely affect their usefulness as employees of this department.
8. Employees will not engage in any private or public investigative activity as a secondary employment endeavor (security related position in certain cases are excepted.)
9. Use of any departmental files and/or records of the UBPD and/or any files and/or records from any other allied agency is prohibited, except in the lawful and approved pursuit of duties performed for and at the UBPD.
10. Members who are required to attend court for any arrest in connection with the secondary employment will be required to use their leave time if the court appearance is during officer's scheduled shift. Employees are not entitled to receive overtime pay in connection with the court appearance.
11. Employees engaged in secondary employment shall adhere to all policies, procedures, rules and regulations of the University and the UBPD.

Section 3. Protection Against Liability

The University shall provide legal counsel to an employee covered by this agreement consistent with the provisions of applicable law.

Section 4. Release Time for Campus Sponsored Committees

At the sole discretion of the Chief of Police or his/her designee, employees may be allowed paid release time to participate in campus sponsored committees and as diversity committees, women's committees, shared governance committees, employee staff award committees, etc.

ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose of the Committee

The University and the Union agree to create a single Labor-Management Committee for the purpose of identifying issues of concern to either party arising under this MOU, as well as that applicable to the non-exempt bargaining unit, and to jointly procure solutions to such concerns. The Committee shall also serve as a forum of discussion for any issues associated with the implementation of any aspect of this contract agreement. However, the Committee shall not serve as a forum or substitute for formal negotiations when such is necessary or the formal grievance procedures provided for under this Agreement.

Section 2. Composition of the Committee

The University and AFSCME shall appoint four (4) members each to the Labor-Management Committee. One (1) member of the Union's contingent of representatives may be drawn from the Sworn Police Officer Unit. The Committee shall meet once per calendar quarter unless the parties mutually agree upon additional meetings. The meetings shall be chaired, alternatively by both parties. At least forty-eight (48) hours in advance of a scheduled meeting, the parties shall exchange a listing of the subjects they wish to address at the meeting. The meeting shall be scheduled for a maximum of one (1) hour per session except by mutual agreement of the parties.

Section 3. Release Time for Committee Meetings

Employee members of the Committee shall receive paid release time for scheduled work hours spent in Committee meetings up to a maximum of one (1) hour. Release time for attendance at Committee meetings shall not be considered time worked for purposes of entitlement to; or calculation of overtime or premium pay.

ARTICLE 28 - PARKING AND TRANSPORTATION

Section 1. Current Parking Fees.

Bargaining unit employees will be afforded parking privileges at the University's parking spaces and garages subject to availability and the employee's payment of the negotiated parking fee for the respective type of parking utilized by the employee.

Effective **July 1, 2013** the annual fees charged to employees for parking shall be as follows:

(A) Premium Lots

Employees in the bargaining unit shall pay the prevailing staff parking permit fees charged for parking on the University's premium lots.

(B) Non-Premium Lots

Employee Salary	New Parking Fee (Effective July 1, 2013)		Deduction per Pay Period (over 20 pays)
	annually		
0-\$24,999	\$	189.00	\$ 9.45
\$25,000-\$29,999	\$	220.50	\$ 11.03
\$30,000-\$34,999	\$	252.00	\$ 12.65
\$35,000-\$39,999	\$	283.00	\$ 14.18
\$40,000-\$44,999	\$	315.00	\$ 15.75
\$45,000-\$49,999	\$	346.00	\$ 17.33
\$50,000-\$54,999	\$	378.00	\$ 18.90
\$55,000-\$60,000	\$	409.50	\$ 20.48

Bargaining Unit employees currently parking and paying for "carded lots" shall have the option of parking and paying for non-premium parking under the new schedule of fees or pay for premium parking at the prevailing rates established by the University.

Section 2. Future Changes to Fee Structure.

At the request of the University, the Parties will reopen negotiations in the month of **September 2013** and/or **2014** for the purpose of negotiating over the annual fees to be charged to employees for parking on non-premium lots during **FY2015 and/or FY2016**. All other terms and conditions of this MOU shall remain in full force and effect, except as otherwise provided herein.

Section 3. Public Transportation.

The University shall establish a joint committee to explore opportunities for the development of a MTA Discount and Transportation Options/Alternative initiative. The purpose of this initiative will include the following:

1. Identification of public transportation (MTA) discounts.
2. Determination of payroll deduction methodology for payment of passes.
3. Determination of feasibility of Commuter Spending Account (pay for passes with pre-tax dollars).
4. Explore and expand car pool options and alternatives; develop incentives for individuals to car pool.

There shall be three members designated by the union and three members designated by management. The committee may also include members of other *university constituent groups such as the University Council, Administrative Council, Faculty Senate and Student body.*

The joint Committee shall meet at least once a month until a reduced rate program has been established for the employees at the University and then once every six months afterwards to improve and maintain the program.

Section 4. Parity with Non-Bargaining Unit Employees

In the event the University establishes a parking fee schedule with lower fees for any other group of employees, the University will adjust the fees charged to bargaining unit employees (Section 2 in this Article) to reflect the same rates as that other group(s).

Section 5. Employee-Student Parking Fees

Employees who purchase an annual parking permit shall not pay additional parking fees if also enrolled as students of the University.

Section 6 – Reserved Parking for Sworn Police Officers (SPO MOU only)

Sworn Police Officers working for the University of Baltimore will be provided with three (3) designated parking spots (the location of which shall be at the discretion of the University) for personal vehicle parking. Normal parking rates will apply. The University will post parking restriction signage to ensure that these spots are reserved for on-duty officers only. This agreement shall not be considered as setting precedence for any other bargaining unit employees.

ARTICLE 29 - DURATION, RENEWAL, LIMITED REOPENERS

Section 1. Duration.

This MOU between AFSCME and the **University of Baltimore** shall become effective when all conditions precedent to its effectiveness have been met and shall expire at 11:59 p.m. on **June 30, 2016**.

Section 2. Renewal.

Should either party desire to negotiate a successor MOU, they may only do so by providing written notification of its intent to do so to the other party by **August 1, 2015**. After notification is provided, the parties shall then commence negotiations for a successor MOU during the remainder of the last year of this MOU at dates and times agreed to by the parties.

Section3. Separability

This MOU is subject to all applicable laws. Should any part of this MOU be declared in aid by operation of law, or the decision of a court or administrative body of competent jurisdiction, the part at issue will be unenforceable and the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet promptly to consider whether negotiations should be commenced in an effort to agree upon a substitute for the invalid provision.

Section4. Scope of Agreement

Except as otherwise specifically provided for in this agreement, this MOU may be modified only by written agreement of the University and AFSCME. The specific provisions of this MOU supersede the corresponding specific terms of previously established policies and procedures maintained by the University. All Board of Regents (BOR) and University policies and procedures shall remain in full force and effect unless specifically superseded by this MOU, or changed in accordance with the University's reserved management rights, or as provided below.

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

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over employer proposed changes in wages, hours and other terms and condition of employment which affect bargaining unit employees and which are not specifically covered by this agreement and are not reserved to the University as a management right. In such circumstances, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees and that are subject to bargaining under applicable law. The minimum notice to the Union of the intended change in working conditions subject to this obligation is thirty (30) calendar days prior to the proposed implementation of the change unless the change is due to an emergency situation or legislative mandate. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, but does not request information, the Union shall submit proposals in response to the University's intended changes within ten (10) calendar days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the Union. This ten (10) day time limit may be extended by written agreement of the parties. It is understood and agreed by the parties that, in the event the Union requests information relevant to the proposed change(s), the timeframe associated with the submission of proposals shall commence upon the University providing to the Union the information to which the Union is entitled. The Union agrees that it will tailor its information requests so as not to unduly

delay this process. The Union's ability to negotiate does not provide the Union with "veto" power over employer-initiated changes, and it shall not unduly delay the implementation of such changes. The University may implement the proposed changes that are subject to this process even if after good faith negotiations there has not been mutual agreement.

If changes to this MOU are required to meet a legislative mandate or an emergency situation (including an emergency fiscal management issue), management will notify the Union as soon as possible after the University receives notification of the need for changes(s). This notification must indicate the legislative mandate or emergency situation as well as known timeframes in conjunction with this mandate. Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith, and will expedite the exchange of proposals or necessary information consistent with the timeframes applicable to the mandate or emergency situation in question. The University may implement any changes necessary to meet the legislative mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

SIGNATURE PAGE

UNIVERSITY OF BALTIMORE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

Robert L. Bogomolny Date
President, University of Baltimore

Patrick Moran Date
Executive Director., AFSCME MD

Mary L. Maher, Date
Assistant Vice President Human Resources

Tammi Spence Date
Chief Negotiator
AFSCME MD

AFSCMCE LOCAL 3895 ELECTED
SPO BARGAINING TEAM

APPENDIX I

The University shall provide and replace at no cost to the employee, the following uniform and equipment items as outlined in Article 17 Uniforms and Equipment and Article 16 Health and Safety. This list does not constitute an exhaustive list, additional items shall be included as outlined elsewhere in this Agreement.

Uniform Apparel

Badge
Rank Insignia (collar and sleeve)
Tie Clasp (State Seal)
Name Plate
Long-sleeve shirts (5)
Short-sleeve shirts (5)
Winter Trousers (5)
Summer Trousers (5)
Winter Patrol Coat
Light-weight Patrol Jacket
Necktie (3)
Duty Belt
Rain Gear
Sweater

Equipment

OC Spray and Holder
ASP Baton and Holder
Handcuffs (one pair) and Case
Magazine Pouch
Radio and Charger, with Holder
Streamlight Stinger Flashlight
And Holder
Belt Keepers
Firearm with 2 spare Magazines (3 Total)
Holster
Manufacturer Warranted
Protective Body Armor

Eye/Ear Protection (to be made available on as-needed basis)

Uniform During Pregnancy

The University shall provide maternity/pregnancy uniforms (2 shirts and 2 pairs of pants) for employees in classifications required to wear a uniform. The employee is responsible for making a request to her immediate supervisor as soon as she determines that a different size of clothing is necessary. In the event that a size appropriate uniform is not available from the existing inventory, the University shall place an order for an appropriate uniform within a reasonable period of time after receipt of the employee's request. An employee who issued maternity/pregnancy uniforms will be responsible for returning the issued items within ten (10) days of the conclusion of the maternity leave.

Shoe Allowance

Pursuant to Article 17, Section 4, the University shall reimburse Police Officers up to Seventy-five Dollars (\$75.00) in a twelve (12) month period for the cost of shoes meeting the University standard for color (black) and style provided that the Officer submits proof of purchase.