



Frostburg State University ("FSU")

And

The Fraternal Order of Police Lodge 147

UNIVERSITY POLICE OFFICERS' BARGAINING UNIT

Effective December 14, 2024

To

December 13, 2027

(Ratified April 11, 2025)



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University of Police

And

The National Order of Police Lodge 157

UNIVERSITY POLICE OFFICERS' BARGAINING UNIT

Effective December 14, 2024

To

per Order 7, 2023

the union rep. 2023

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by Frostburg State University (Employer or University) and the Fraternal Order of Police Lodge 147 (FOP Lodge 147 or Union) (collectively "the Parties") and has as its purpose the promotion of harmonious relations between the Employer and the FOP Lodge 147; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for University Police Officers (UPOs). It is understood that the Board of Regents of the University System of Maryland (USM) and the employees covered by this MOU must approve this MOU. It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland.

The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, as may be amended from time to time, including Title 22, State Government Article (State Gov't), Annotated Code of Maryland, and the Maryland Police Accountability Act of 2021 (MPA). In the event of a conflict between this MOU and the law, the law shall prevail. The Parties also acknowledge that policies of the University System of Maryland referenced herein may be updated from time to time. If a USM policy is updated during the term of this MOU, the most-recent version of the policy controls.

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ARTICLE 1. RECOGNITION AND UNIT DESCRIPTION

1.1. Exclusive Representative

The University recognizes the FOP Lodge 147 as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to Annotated Code of Maryland, State Gov't, Title 22, as it may be amended from time to time, with respect to wages, hours, and other terms and conditions of employment. The University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment.

1.2. Description of Bargaining Unit; Inclusion/Exclusion of Classifications

The term "employees" and "bargaining unit employees" as used in this MOU shall mean non-exempt University Police Officers in the University Police Officers (UPO's) bargaining unit in the University Police Department at Frostburg State University (FSU) as certified by the State Higher Education Labor Relations Board.

1.3. Classification

- A. The University agrees to furnish the FOP Lodge 147 on a monthly basis a complete list of names, titles, classifications and rates of pay of all employees in the bargaining unit and to provide appropriate additions and deletions to said list on a current basis.
- B. Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of execution of this MOU shall be discussed between the Parties. The University or the FOP Lodge 147, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve the issue. Any disagreements concerning the continuing inclusion or exclusion of existing classifications or positions in the bargaining unit that cannot be resolved by discussion between the parties shall be submitted to the Maryland Public Employee Relations Board ("the Board") for unit clarification and disposition. The parties agree to be bound by the determination of the Board with respect to the inclusion or exclusion of sergeants.

1.4. Contracting Out

- A. The Employer retains the right to contract out services that are performed or that could be performed by employees covered by this MOU, including but not limited to, the right to contract out to a private security agency or agencies overtime

assignments that would otherwise be performed by employees. The University understands that the FOP Lodge 147 opposes the contracting out of public services. Where the Employer decides to contract out a service that is performed by employees covered by this MOU, the Employer will provide the FOP Lodge 147 with written notice of its decision no less than 60 days before the effective date of the service contract. The notice shall include the following:

1. A statement of what efforts, if any, will be made by the University to place affected employees in University positions that are vacant at the time of notice;
 2. A statement of what employment possibilities are available with the contractor; and
 3. A statement providing which employees, if any, will be laid off as a result of the contracting out of services (Employees who are laid off are subject to Article 37 - Lay-offs, of this MOU).
- B. The Parties specifically agree that this Section is intended to state the complete obligation of each Party with regard to bargaining over the effects of a decision by the Employer to contract out.
- C.

ARTICLE 2. NON-DISCRIMINATION

2.1. Prohibition Against Discrimination

It is the policy of the parties to prohibit discrimination against any employee because of race, age, color, religion, creed, sex, sexual orientation, gender identity and genetic information, country of national origin, disability, marital status, veteran status, labor organization affiliation or lack of affiliation, and to promote and implement a continuing program of equal employment opportunity.

2.2. FOP Lodge 147 Membership/Activity

The parties recognize that employees shall have the right to join the FOP Lodge 147, and while off work or on official release time, assist the FOP Lodge 147 in accordance with this Article and Section 4.4.

2.3. Representation

The FOP Lodge 147 recognizes its responsibility as the exclusive bargaining representative for the unit and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 3. MANAGEMENT RIGHTS

- 3.1** The Employer retains 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, but not limited to, Title 22, State Gov't, except as specifically modified by this MOU. It is agreed by the parties that any section of this MOU that conflicts with current law, in particular Title 22, State Gov't, can be changed by the Employer after providing the FOP Lodge 147 with an opportunity to bargain over the proposed change. It is understood and agreed by the parties that the Employer possesses all other rights, powers, duties, authority and responsibilities to operate and manage all aspects of its operations including but not limited to its departments, agencies and programs and to carry out constitutional, statutory and administrative policy mandates and goals, including but not limited to those rights enumerated in Title 22, State Gov't § 22-204.

ARTICLE 4. FOP LODGE 147 RIGHTS

4.1. Bulletin Board

The Employer shall provide space for a lockable bulletin board, provided by the FOP Lodge 147, at the University Police Building and the Lane Center. This bulletin board shall be for the exclusive use of the FOP Lodge 147. The FOP Lodge 147 shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the FOP Lodge 147 official approving the posting. The FOP Lodge 147 shall ensure that posted items are not illegal, defamatory, inaccurate, partisan, or political endorsements and that no item is detrimental to the safety and security of the University. At the time of posting, the FOP Lodge 147 shall provide an informational copy of all items to the Employer.

4.2. Meeting Space

FOP Lodge 147 representatives may request, and the University will, where available, provide meeting space in buildings owned or leased by the University or the University System of Maryland at no cost to the FOP Lodge 147. The University shall make space available for FOP Lodge 147 representatives to have confidential discussions with employees on an as needed basis subject to availability.

4.3. Access to Employees

The University agrees that representatives, officers, and FOP Lodge 147 staff shall have reasonable access to the premises of the University for the purpose of administration of this MOU. In addition, the FOP Lodge 147 shall have access to the police facility for

the purpose of membership recruitment of UPO's. Approval for the access described in this section shall not be unreasonably denied.

4.4. Release Time for FOP Lodge 147 Activities

A. In each contract year the Employer shall credit the FOP Lodge 147's Release Time (Release Time is defined as paid time off to participate in approved Union activities) account with 50 hours to be allocated among individuals serving as FOP Lodge 147 representatives. Release Time must be approved by the supervisor and be consistent with operational needs. Release time may be used for FOP Lodge 147 business such as state or area-wide committee meetings or state or FOP Lodge 147 international conventions and FOP Lodge 147-sponsored labor relations training provided such representative provides reasonable notice to the employee's supervisor of such absence. Reasonable notice for FOP Lodge 147 sponsored meetings and conventions listed above is at least 30 days, and the Employer shall respond within 10 days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically considered when applying performance standards relating to quantity and timeliness of work. Time may be used in one-hour increments. All other requests for Release Time are to be submitted within 15 working days and provide the following information:

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 release time is being requested.
4. Where the leave request is for eight (8) hours or less, the reasonable notice required is seven (7) working days.

B. Time off with pay will not be unreasonably withheld. Time spent by employees participating in collective bargaining negotiations, including any meetings as may be necessary to supplement or amend the MOU, will not be considered administrative leave, but will be handled in accordance with the negotiation ground rules between the parties.

4.5. Routine Office Supplies

FOP Lodge 147 representatives are authorized to make reasonable and responsible use of copiers and fax machines, provided that such use does not interfere with the Employer's operations and is used for legitimate business purposes. It is understood that police department and University needs take priority over the Union's right to access such equipment under this provision. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying the FOP Lodge 147 of its intent to revoke such privileges and identifying in writing for the

FOP Lodge 147 the specific usage(s) which is that basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee of \$.15 per copy.

4.6. Mail Service and Computer Mail

The FOP Lodge 147 shall be permitted to use internal University mail systems, including computer/electronic mail/fax, for mailings to the employees covered by this MOU. The use of computer/electronic mail/fax is subject to the same rules of use as described in subsection 4.5. Confidentiality shall be maintained subject to the Employer's security policies and requirements.

4.7. FOP Lodge 147 Dues

The Employer agrees to deduct dues from the wages of eligible employees who have voluntarily signed a proper written authorization for such deduction, provided that the Employer is provided with written verification of such written authorization. The amount to be deducted for dues is a matter between FOP Lodge 147 and its membership. The Employer will be held harmless on any dispute or litigation arising under the terms of this Section. The Employer agrees to remit the aggregate of the FOP Lodge 147 dues to FOP Lodge 147.

4.8. FOP Lodge 147 Activity During Working Hours

Except as provided in Section 4.9, the Employer may grant FOP Lodge 147 representatives time off with pay during work hours, the total of which on a daily basis shall not exceed an employee's normally scheduled workday, for attendance at grievance meetings, labor/management meetings, committee meetings and activities if such meetings or activities have been jointly established by the FOP Lodge 147 and the Employer, or meetings called or agreed to by the Employer, if such FOP Lodge 147 representatives are entitled and required to attend the meeting. For this purpose, FOP Lodge 147 representatives shall be defined as the Chapter President or designee. Other than in cases of emergency, the FOP Lodge 147 representative must provide notice of no less than 1 workdays to the employee's supervisor in advance of such absences, provided these absences are in no way detrimental to the staffing needs of the employee's department. Release time must be approved by the supervisor and be consistent with operational needs.

4.9. FOP Lodge 147/Management Meeting

In addition to the circumstances described in Section 4.8 above, when the Parties have agreed to and a FOP Lodge 147 meeting has been scheduled with the Chief of Police or designee, a representative from the Office of Human Resources, the FOP Lodge 147

representative and the affected employee, if applicable, shall be paid for the actual meeting time.

4.10. FOP Lodge 147 Filing Cabinet

The FOP Lodge 147 shall be permitted to have a lockable FOP Lodge 147-provided filing cabinet at the Public Safety Building.

4.11. Distribution of Information

The FOP Lodge 147 shall be permitted to place and distribute material at the break room in the police department and in all public spaces, in accordance with University policies, before and after work and during breaks and meal periods.

4.12. Employee Orientation

The University will notify the FOP Lodge 147 of all formal monthly orientation meetings. The FOP Lodge 147 will be advised of the time and location of orientation meetings as soon as such meetings are scheduled. Immediately at the conclusion of all formal orientations, the FOP Lodge 147 will be permitted to give a 30-minute presentation that may include an enrollment in supplemental FOP Lodge 147 benefits. In the event a formal orientation meeting is not given, the University shall allow the FOP Lodge 147 representative and the employee(s) to meet during duty hours for 30 minutes at a time and location mutually agreed to by the Parties.

4.13. Information Provided to FOP Lodge 147

- A. The University shall provide to the FOP Lodge 147 leadership the following information: new hires, including contractual employees hired into a permanent position, separations, promotions, transfers and reclassifications, disciplinary actions, and grievances for all bargaining unit employees. New hire information shall be provided at the beginning of each month and will include actions processed during the preceding month. Other personnel actions listed above will be provided to the FOP Lodge 147 leadership on a quarterly basis as soon as administratively feasible following the close of a calendar quarter. The above information shall be provided electronically.
- B. Upon request by the FOP Lodge 147, the Employer will also provide, in accordance with the Maryland Public Information Act, any other relevant and necessary information that the FOP Lodge 147 is entitled to as the exclusive representative of bargaining unit employees.

4.14. Exclusivity

The provisions of this Article shall apply exclusively to the FOP Lodge 147 except that other unions or employee organizations may continue to receive access to facilities, services, or information as required by Federal and State laws, rules, regulations, and orders.

ARTICLE 5. HOURS OF WORK

5.1. Workweek and Work Schedules

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

5.2. Work Schedule Changes

- A. The Employer has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comports with the Fair Labor Standards Act (FLSA) and this MOU. In the event the Employer implements a permanent change in an employee's work schedule, the Employer will provide the affected employee with 14 calendar days' advance notice.
- B. Employees may request and, in accordance with operational needs and with the approval of the supervisor, be approved temporary changes in their regular work schedule including flextime, "make-up" time and shift changes.

5.3. Meals

Employees may take up to a thirty (30) minute paid meal break while on police duty with notification to and approval of the supervisor during which the employee(s) shall remain available to respond to departmental needs. While attending training, employees will take an unpaid lunch break that coincides with the training schedule except that application of this unpaid meal provision shall not result in an employee

receiving less than eight (8) hours of pay for that day. Employees must adhere to established police protocol when leaving campus, for meals or otherwise, while on duty.

5.4 Shifts

A. Unless changed by the Employer, the normal work schedule for employees covered by this MOU is:

1. 7:00 a.m. to 5:00 p.m.
2. 2:00 p.m. to 12:00 a.m.
3. 10:00 p.m. to 8:00 a.m.

B. At present, Employees work a schedule of rotating shifts. If the decision is made to return to permanent shifts, bargaining unit employees may bid for the shift of their choice. Requests shall be submitted by August 1 and selection shall be made on September 1 of each year. While reasonable effort shall be made to award employees the shift of their choice, final assignment will be based upon operational needs and will be at the discretion of the Chief of Police or designee.

5.5. Timesheets

Employees are required to record all hours worked and absences (paid and unpaid) on their time sheets.

5.6. Court Time

Employees who are required to attend court on behalf of the University for work-related reasons during their scheduled tour of duty will be paid for their normal duty unless overtime is required by the FLSA. Employees who are required to attend court on behalf of the University for work-related reasons during their off-duty hours are paid pursuant to call-back pay.

5.7. Schedule Change

The University agrees that, except in cases of emergency, it will not make an involuntary schedule change that affects an employee's previously scheduled and approved leave.

5.8. Work Time

Work time includes all time identified as work time under the Fair Labor Standards Act (FLSA).

5.9. Cancellation of Compensation

With the exception of weather-related closures, if an employee is scheduled to work a University function, or any other University special event, and is informed with less than 12 hours' notice that the employee is not needed to work the function or event, the employee may be eligible for cancellation compensation under the following terms:

If less than twelve hours of notice or no notice: three (3) hours pay.

5.10. Minimum Staffing

The University shall ensure that there will be a minimum of two (2) officers patrolling in FSU Vehicles on the road working patrol duties during all shifts at all times when students are in residence and classes are in session, excluding intersession and summer school. One of the two Officers patrolling while classes are in session must be a supervisor and there must be one (1) officer patrolling when school is not in session. This officer is not required to be a supervisor.

ARTICLE 6. OTHER COMPENSATION

6.1. Overtime

- A. Unless the Employer implements an alternative schedule, employees shall receive 1½ times their regular rate of pay for hours worked in excess of 40 hours per week in accordance with the FLSA. All hours worked and paid in excess of 40 hours in a week must be pre-approved by the employee's supervisor.
- B. Hours worked shall include paid sick, annual, holiday, administrative, or personal leave and must be pre-approved.
 - 1. When the University determines that operational needs warrant the use of overtime, and such determination is made at least 48 hours in advance of the need for overtime, overtime will be assigned in the following manner:
 - a. The University shall maintain a list of those employees who have expressed a preference to work overtime and will assign overtime to qualified employees on said list on a straight rotating basis.
 - b. An employee who is offered an overtime opportunity and is unavailable or refuses the overtime, for whatever reason, shall be, for purposes of rotation only, charged the same as if the employee had accepted and worked the overtime offered and shall be placed at the bottom of the list and the next

person on the list shall be offered the overtime. Employees on approved leave, military leave, layoff, long-term illness, suspension, or absent during their normal working hours shall not be eligible for overtime opportunities and shall be treated the same as employees who have refused overtime work.

- c. After the University has exhausted efforts to assign overtime to those on the aforementioned voluntary overtime list, the University, has the right and shall assign overtime.
- d. In emergency situations, or in circumstances where the determination to work overtime is made less than 48 hours before overtime hours need to be worked, the University reserves the right to assign overtime.

6.2. On-Call Pay

A. University Police Officers may be placed in an on-call status at the discretion of the Chief of Police. The following guidelines apply:

- 1. An employee assigned to on-call status shall receive compensation in the amount of \$24 per day, plus appropriate wages for all hours worked. On-call pay shall be included in the computation for overtime wages.
- 2. The employee must be accessible at all times and must immediately notify the supervisor if inaccessible. If inaccessible, on-call pay will be forfeited.
- 3. An employee cannot be designated on-call for more than seven (7) consecutive days; however, the employee may be on-call for 24 hours on each of those days.
- 4. An employee who is assigned to on-call status and cannot be reached or does not report within two hours of being contacted, will face disciplinary action and will not receive on-call pay for that day.
- 5. Overtime work does not make an employee eligible for on-call pay. An employee is only eligible for on-call pay where the Employer designates the employee as "on-call", and the employee meets the other conditions set forth herein.
- 6. Essential employees are not automatically assigned to on-call status.
- 7. The Chief of Police will rotate on-call assignments among eligible employees.

6.3. Call-Back Pay

A. At the Chief of Police's discretion, it may be required for a University Police Officer(s) to report to work in "call-back" capacity. The following criteria apply:

1. Eligibility. University Police Officers who are required to return to work on a regularly scheduled duty day after going off duty or are called in to work on a regularly scheduled day off. Eligibility for callback pay applies whether or not the employee is also on on-call status.
2. Compensation. Employee is credited with a minimum of three (3) hours compensation at the appropriate rate. Travel time counts as time worked and counts toward overtime.
3. If an employee is called back on a qualifying shift, the employee receives shift differential for all qualifying hours.
4. Shift Adjustment. An employee's regular shift will not be adjusted as a result of the employee being called back to work, unless the employee agrees to have the shift adjusted.

6.4 Shift Differential

1. The Employer shall pay a shift differential for hours worked between the hours of 2:00pm-8:00am. Shift differential shall not be paid during the daylight shift of 7:00am-5:00pm although in the event of a modified dayshift or a dayshift that exceeds 5:00pm, all hours worked from 5:00pm and later will be calculated for shift differential. The rate of shift differential pay shall be \$1.00 per hour. Shift differential will be included in the regular rate calculation for the computation of overtime. To qualify for shift differential, an employee must be employed on a 50% or more basis of fulltime employment.
2. Shift differential is authorized for an employee who is permanently assigned to a qualifying shift while on approved leave with pay. An employee who is on a permanent schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift. However, such payment of shift differential will cease after 10 full working days of continuous paid leave for which there has been a shift payment.

6.5 Weekend Differential

The Employer shall pay a Weekend differential for all hours worked from 2:00pm Friday-11:59pm Sunday. Weekend differential will exclude 10:00pm-12:00am Sunday into

Monday for the Midnight shift beginning work at 10:00pm Sunday and working into Monday morning. Weekend differential will be compensated at \$0.75 per hour worked in addition to the shift differential in Article 6.4 above. Weekend differential will be included in the computation of overtime.

6.6. UPO Employee Referral Bonus Program

UPOs covered by this MOU are eligible to participate in the University's UPO Employee Referral Bonus Program (the Program) and receive the monetary bonus provided by the Program for referring to the University a UPO candidate who is hired by the University and completes the police training academy, provided the referral meets all of the terms and conditions of the Program. A referral must meet all of the following criteria to be eligible for a monetary award:

1. The referral must be for a UPO only.
2. The referral date cannot be earlier than the date the job requisition is posted.
3. The referral must represent the candidate's first contact regarding employment with the University Police Department.
4. The referral must be submitted to the Office of Human Resources on a form provided by Human Resources.
5. The referring UPO must agree to have the UPO's name used for introduction.
6. The first UPO to file the required form to refer a particular candidate will be the only UPO eligible to receive a monetary award associated with that candidate.
7. The referred candidate must be hired by the University as a UPO and successfully complete the police training academy for a referring UPO to receive a monetary award.

Where a referral meets all of the terms and conditions set forth above, the referring UPO will receive a one-time cash referral bonus in the gross amount of five hundred dollars (\$500.00) minus all applicable payroll taxes and deductions. The bonus will be paid within 30 days of the referred candidate's successful completion of the police training academy.

ARTICLE 7. WAGES

7.1. Wages and Pay Scales

- A. During the term of this MOU, the employees covered by this MOU will be paid in accordance with the USM's Nonexempt Pay Scale subject to the specific terms and conditions set forth in this Article with the following additional provision:
- B. Any employee whose base salary exceeds the applicable stated salary grade maximum will have applicable merit adjustments paid in the form of a non-base bonus until such time as the employee's base salary does not exceed the applicable stated pay grade maximum. Thereafter, applicable merit adjustments for any such employee will be made to the employee's base salary only to the extent that the employee's base salary after the adjustment does not exceed the stated maximum of the applicable grade. Any portion of the wage adjustments that would otherwise cause the employee's salary to exceed the stated maximum of the employee's pay grade will be paid in the form of a non-base bonus.
- C. In FY25 in January, there will be a 3.5% increase to the bargaining unit member's base pay.

7.2 Merit Pay/Bonus

Merit Pay/Bonus for Meets Standards and Cost of Living Adjustment (COLA), Longevity and Retention Bonuses FY25, FY26 and FY27 shall be as stated below:

- a) For FY25, FY26 and FY27, merit pay adjustments/bonus, as well as COLA will be provided to eligible bargaining unit employees who meet or exceed standards at whatever amount is provided in the legislative appropriation. The Merit Pay and COLAs are contingent that there is approval and funding by the General Assembly and Governor of Maryland as follows: COLAs: FY25 3%, FY26 3%, FY27 3%; Merit FY25 2.5%, FY26 2.5%, FY27 2.5% increase(s) to their base pay.
- b) Retention Bonuses will be provided to bargaining unit members provided there is approval and funding from the General Assembly and the Governor of Maryland as follows: A 1% increase to their base pay the beginning of the first pay period in July 2025.
- c) Longevity Bonuses will be provided to bargaining unit members provided there is approval and funding from the General Assembly and the Governor of Maryland as follows: In FY26, a flat increase in the amount of \$700.00 to a bargaining unit member's base pay. In FY27, a flat increase in the amount of \$500.00 to a bargaining unit member's base pay.

7.3. Limited Reopener (COLAs/Merit Conditions & Requirements)

Either party may reopen this MOU during the month of June 2026 for the sole and limited purpose of negotiating over the subjects of what cost of living adjustment, if any, what merit pay adjustment/bonus for "meets standards," if any, and what funding

conditions and requirements, if any, for both items shall be included in the USM budget request submitted to the Governor for the next fiscal year. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

7.4. Acting Capacity

Acting Capacity Pay is paid when an employee is appointed to a different position in a higher classification on a temporary basis where there is a vacancy and/or operational need that is anticipated to exceed 21 consecutive calendar days.

- A. The employee must meet the minimum qualifications of the position to which the employee is appointed. The employee will receive - increase of 6% to their current base salary and within the pay range.
- B. Upon conclusion of the acting appointment, the employee will return to their former position at the salary of the former position, subject to any intervening salary adjustments that the employee would have received while in acting appointment.

7.5 Acting Capacity Special Assignment Detective

An employee is eligible for Acting Capacity Detective Pay when appointed to a different position in a higher classification on a temporary basis where there is a vacancy and/or operational need that exceeds 60 calendar days. Beginning the 61st day after appointment, the employee will receive an initial increase from their current rate of pay to the next applicable pay grade (pay grade on the FSU sworn officer pay scale, paygrades, 12, 14,16), or 6%, whichever is greater. This initial increase of pay lasts for 1 year and the employee will hold the rank of Detective 1.

In the event of a Special assignment or Acting Capacity Detective lasting more than 1 year, a review of the employee's performance will be evaluated. An employee that meets satisfactory standards will be promoted to Detective 2. Detective 2 will be paid at the rate of Paygrade 16 Detective on FSU sworn officer pay scale, or receive a 6% increase from their current salary, whichever is greater. All pay increases for Acting Capacity must be a minimum 6 percent when moving from paygrade to paygrade.

Upon conclusion of the temporary acting appointment, the employee will return to their former position at the salary of the former position, subject to any intervening salary adjustments that have occurred.

ARTICLE 8. HOLIDAYS

- 8.1. Employees shall receive compensation at their regular hourly rate for every holiday observed, including overtime, if applicable. Full-time employees shall receive eight (8) hours of pay for every holiday during any 10-hour shift that is worked.

There shall be one additional University holiday at the beginning of Fiscal Year 2026.

There shall be a Total of (3) University Holidays in FY 2025

There shall be a Total of (4) University Holidays FY 2026 and beyond

The following are recognized holidays, pursuant to the Employer Holiday Schedule. All holiday leave is accrued at the rate of eight (8) hours per holiday, adjusted to reflect the percentage of employment of any employee who is at least 50% but less than 100% FTE:

1. New Years Day
2. Dr. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. July 4th
7. Labor Day
8. Columbus Day
9. General Election Day (even numbered years only)
10. Veterans Day
11. Thanksgiving Day
12. Friday After Thanksgiving
13. Christmas
14. University Holiday
15. University Holiday
16. University Holiday
17. University Holiday FY2026

8.2. Holiday guidelines are as follows:

- A. Holidays in the Police Department are prescheduled. The Employer reserves the right to assign holidays in accordance with this Article and shall make best efforts to grant the employee the day off requested, subject to operational needs.
- B. Employees may submit, no later than the 10th of December and the 10th of June, for the following six-month period, a written request to schedule holidays on consecutive days for that six-month period. Employees who elect not to schedule holidays consecutively for that 6-month period will submit a written request to schedule holidays by the 10th of the month for the following month.

Requests will be reviewed by the Operations Officer, and granted on a first come, first-served basis, subject to the Employer's right to assign holidays to meet operational needs, including the need to manage the department's overtime budget. If requests are not made by the dates noted above, the Employer shall schedule the holidays. Holidays will continue to be earned on a monthly basis. Other than as a result of special assignment or Police Academy training, holidays may not be carried from one 6-month period to another. If a holiday is taken and the employee severs employment before the holiday is earned in the six-month period, the employee will pay back the holiday upon severance. If employment is severed before an earned holiday is used, the employee shall be compensated at the applicable rate.

- C. Part-time employees on at least a 50% basis of full-time employment shall earn holiday leave on a prorated basis.
- D. Employees who are prescheduled to work on one of the following holidays (Premium Holidays) shall be paid for each listed day at the rate of 1.5 times (time and half pay) for every hour worked during the holiday and will have the holiday prescheduled on a different day: Memorial Day, 4th of July, Thanksgiving Day, Christmas Day, and New Year's Day.

An employee working mandated or required overtime on a Premium Holiday will additionally be compensated with an additional \$15.00 per hour stipend in the following circumstances:

- i. Volunteers to work overtime due to a staff shortage or an FSU event that requires additional manpower.
- ii. Mandated to work overtime due to a staff shortage.
- iii. Continuation of work hours due to a documented, evolving serious incident.

- E. Management will work with employees to allow them to take their prescheduled holidays; however, in unforeseen circumstances, an employee may be required to work

on the employee's prescheduled holiday. When this occurs, the employee shall be paid at the applicable rate of pay under the FLSA for all hours worked, including overtime if applicable, and normally be granted the holiday on a different day. At the employee's option, the employee may be paid at the applicable rate of pay for all hours worked and paid 8 hours' holiday pay at the straight time rate in lieu of being granted another day off.

F. Employees shall be paid for any unused holiday leave that has been earned as of the date of separation from employment.

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

H. If a prescheduled holiday occurs when an employee is on bereavement leave, the holiday will be rescheduled. If a prescheduled holiday occurs when an employee is on other approved paid leave, management will determine in consultation with the employee whether the day will be charged as a holiday or to other leave, with the holiday rescheduled.

I. In the event that management fails to assign holidays in a given 6-month period, the employee will be given the option of either being paid for the holidays or carrying the holidays over to the next six-month period.

J. Holiday leave requests will be granted or denied within 14 days of written Request.

ARTICLE 9. ANNUAL LEAVE

9.1. Annual Leave Accrual

Annual leave is earned on a prorated basis and can be used to the extent that it is accrued and available. Leave will be earned according to the following schedule:

Beginning with the date of employment through the completion of the first year	112 hours
Beginning with the second year through the completion of the second year	120 hours
Beginning with the third year through the completion of the third year	128 hours

Beginning with the fourth year through the completion of the fourth year	136 hours
Beginning with the fifth year through the completion of the tenth year	144 hours
Beginning with the 11th year through the 20th year	160 hours
Beginning with the 21st year and thereafter	200 hours

(*USM Policy VII-7.00 Policy on Annual Leave for Regular Nonexempt and Exempt Staff Employees)

9.2. Annual Leave Scheduling

Approval of all annual leave requests is at the sole discretion of the Chief of Police or designee. The Chief of Police shall ensure that a designee is available for all shifts. All annual leave must be requested and authorized on a form designated by the Chief. The Employer will use best efforts to grant each employee one primary time off request per calendar year on the basis of seniority with the most senior employee given first preference. An employee who wishes to make a primary annual leave request must identify the request as such and submit it no later than January 31st of the year in which the requested leave would occur. Primary leave requests must be for consecutive days, not to exceed ten (10) days, and may include any combination of accrued annual leave and personal leave. All other leave requests shall be on a "first come, first served" basis.

9.3. Other Annual Leave Matters

- A. Except in cases of emergency, previously approved leave shall not be revoked for the purpose of assuming the duties of Police Communication Officers.
- B. Where a University holiday falls within an approved annual leave period, it is not counted as an annual leave day.
- C. If an employee becomes ill during five or more annual leave days, they may request that the portion of annual leave during which they were ill, be converted from annual leave to Sick and Safe Leave provided that:
 - 1. The employee was hospitalized during annual leave period; or
 - 2. The employee was under a doctor's care for illness other than a chronic condition during the course of the annual leave.

In order to be eligible for such conversion of annual leave to paid Sick and Safe Leave, the employee must notify OHR immediately or as soon as practical, but no later than the first day back to work and must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in an employee's immediate family while the employee is on annual leave, Sick and Safe Leave, sub code "bereavement," may be charged.

9.4. Annual Leave Maximum Accrual

- A Employees may accumulate unused annual leave and may carry over from one year to the next up to 60 days, or 480 hours. If an employee is denied, in writing, the opportunity in a calendar year to use annual leave in excess of the 60 days or 480 hours maximum carry-over by the supervisor, the employee shall be permitted to cash out the excess annual leave if funding is available.
- B. A maximum of 480 hours (60 workdays) of annual leave may be carried into a new calendar year by all Regular full-time employees.
- C. Employees who leave the University System of Maryland, except under circumstances outlined under USM Policy VII-7.00 VI.C., are entitled to compensation for up to 50 days (400 hours) of annual leave carried over from the previous year plus any unused annual leave that has been credited and is available for use during the year of separation as of the date of separation.

9.5. Other Leave Matters

At the discretion of the employee and with the approval of the Chief and the CHRO, use annual leave immediately prior to retirement, up to the total of the employee's accumulated annual leave.

9.6 Vacation Request Approval

All vacation leave requests will be granted or denied within 14 days of request unless the requested dates are sooner than 14 days. Then the determination will be made as soon as practicable.

ARTICLE 10. SICK AND SAFE LEAVE

10.1. Purpose

The purpose of this Article is to specify the details regarding the earning, accumulation, and use of Sick and Safe Leave by UPO's at Frostburg State University (FSU). USM VII-7.45

Policy on Sick and Safe Leave for Exempt and Nonexempt Staff Employees (Approved 1December 5, 1997; Amended on June 22, 2012; Amended on February 14, 2014; Amended on June 21, 2019; November 22, 2024; and as may be further amended from time to time) is attached for reference as Appendix A. If the policy is updated during the term of this MOU, the most-recent version controls.

ARTICLE 11. FAMILY AND MEDICAL LEAVE

11.1. Eligibility

An employee may be eligible for a maximum of 12 workweeks (480 hours of family and medical leave) during a 12-month period in accordance with the Family and Medical Leave Act (FMLA) of 1993 and USM VII 7.50 Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees (approved 8/27/93; amended 4/16/04, 10/22/04, 6/18/10, 10/9/15, and 4/20/18). The following guidelines are observed in granting family and medical leave:

- A. The employee has at least 12-months service with the USM or State of Maryland and has worked at least 1,040 hours during the 12-month period immediately prior to the beginning date of the leave as a USM or State of Maryland employee.
- B. Reasons for which the leave may be used include the birth of the employee's child or placement of a child for adoption; care of one's own child or foster child less than 14 years of age; health care for the employee's parent, spouse, child or legal dependent; and the serious health condition of the employee.
- C. Unless an emergency situation exists, an employee shall give the employee's supervisor at least 30 calendar days prior notice and provide documentation of the need for the leave. The CHRO or designee must review and approve all family and medical leave requests.
- D. The employee must use accrued paid leave to the extent it is available, prior to moving to unpaid family and medical leave.
- E. The employee may continue to receive health benefits while on leave and is responsible for the employee's share of the premium only. Service credits and other leave benefits do not accrue while the employee is on unpaid family and medical leave.
- F. Upon returning to work, except as provided in USM VII-7.50 Policy on Family and Medical Leave, IX.B, C, D, and F the employee's former position or equivalent shall be restored with the pay, benefits, and terms and conditions of employment that he/she enjoyed immediately prior to taking family and medical leave.

- G. If the employee does not return to work and remain on the job for 30 days, the portion of the health insurance premium paid by the Employer stops, and the University shall recover any Employer health insurance premiums paid for periods of unpaid leave.
- H. The University will place an employee on FMLA when a qualifying event occurs.

ARTICLE 12. ACCIDENT LEAVE

12.1. Policy

Accident leave is leave in which the employee receives two-thirds of the employee's regular pay. Accident leave is administered in accordance with USM VII 7.40 Policy on Accident Leave for Nonexempt and Exempt Staff Employees (Approved 5/1/92. Amended 11/12/93, 12/13/96, 4/16/04, and 10/9/15). An employee who is injured while at work and is unable to return to work as a result of the work accident may be eligible to receive up to six months of accident leave. Accident leave may be granted for up to an additional six months if a physician selected by the University certifies that the employee continues to be disabled. In addition, an employee has the right to file a claim with the Workers' Compensation Commission. For an employee to be eligible to receive consideration for accident leave, the following criteria must be met:

- A. The injury is within the guidelines of the Maryland Workers' Compensation Act.
- B. The employee reports the injury immediately to the employee's supervisor. (The employee's supervisor is responsible for submitting a report of the accident to the CHRO or designee within 24 hours following the injury.)
- C. Within three (3) workdays of the injury, a physician must examine the employee and certify the employee is disabled.

ARTICLE 13. LEAVE OF ABSENCE WITHOUT PAY

Employees may take leave of absence without pay in accordance with the provisions of USM VII 7.12 Policy on Leave of Absence Without Pay for Nonexempt and Exempt Staff Employees (approved 5/1/92; amended 11/12/93, and 10/9/15.)

ARTICLE 14. ADMINISTRATIVE LEAVE

- 14.1. An emergency condition, closure, or delayed opening can be the result of the following but not limited to weather, communicable disease outbreak, public health emergency, or other environmental hazards.

The nature of the UPO position may require that the employee work on days when the University declares an administrative leave day or partial administrative leave day due to weather or other emergency conditions. Where this occurs, the employees who work during this period of declared administrative leave will be credited with administrative leave for hours worked during the period of declared administrative leave up to a maximum of 8 hours per shift. For the purposes of this provision, administrative leave is considered hours worked when calculating overtime.

Emergency closures shall be declared by the University at the earliest possible time to take into consideration 24/7 operations of the UPO position including overnight shifts, weekend workdays, holiday workdays, etc.

- A. If during inclement winter weather a University-wide closure, delayed opening, or any building closures is announced, officers on duty will be credited with administrative leave for hours worked commencing with when the Snow Emergency Plan is activated by Maryland Department of Transportation. Administrative leave will be accrued by all officers on duty until the University re-opens.
- B. In the event of a University-wide closure, delayed opening, or any building closures due to weather-related issues is announced when a Snow Emergency Plan is not activated, officers on-duty will be credited with administrative leave for hours worked from the effective time of the delay or closure until the University re-opens.

In the event a UPO is required to work "overtime" during an emergency condition and one of the aforementioned situations occur, the UPO will be compensated at the overtime rate and additionally with administrative leave.

ARTICLE 15. MILITARY SERVICE

- 15.1. An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than 120 hours (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave.

- 15.2. Situations involving call-up to active military duty during a national or international crisis or conflict by order of the President of the United States will be governed by existing USM Policy VII-7.24, Policy on Call-Up to Active Military Duty During A National or International Crisis or Conflict for USM Nonexempt and Exempt Staff Employees (approved 10/05/01; amended 12/6/02, 10/17/03, 9/10/04, 6/18/10, and 10/9/15).

ARTICLE 16. OTHER LEAVE

16.1. Jury Duty

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

16.2. Personal Leave

A. Employees shall be granted 24 hours personal leave days with pay January 1 of each calendar year. Personal leave shall be used in the year in which it is granted. All unused personal leave as of the end of the calendar year shall be forfeited.

B. Other than in an emergency situation, employees shall give a minimum of 24 hours' notice of their intent to use personal leave. Use of personal leave must be recorded in hour increments on the timesheet. Personal leave may be used for any purpose.

C. Every effort will be made to grant personal leave upon request however, in cases of extreme emergency, management reserves the right to deny a request for personal leave.

16.3 Parental Leave and Other Family Supports for Staff

Each eligible staff employee shall be assured a period of up to sixty (60) work days (480 hours) of continuous paid parental leave to care for a new child, as follows:

A. Nature of Leave For a fulltime staff employee, the 60-work day paid parental leave assurance shall consist of the following;

1. Accrued Annual Leave that is available to the employee when the parental leave period begins, and as it is accrued throughout the

parental leave period, pursuant to USM BOR policy VII-7.00 – Policy on Annual Leave for Regular Nonexempt and Exempt Staff Employees

2. Personal leave that is available to the employee when the parental leave period begins, and as additional personal leave may be granted during the parental leave period, pursuant to USM BOR policy VII-7.10 – Policy on Personal Leave for Regular Nonexempt and Exempt Staff Employees

3. Earned Holiday Leave for observed holidays throughout the parental leave period, pursuant to USM BOR policy VII-7.30 – Policy on Holiday Leave for Regular Nonexempt and Exempt Staff Employees, including institutional or “floating” holidays

4. Discretionary paid Administrative leave granted to an institution’s employees by the President for institutional closures that occur during an employee’s parental leave period, such as in the case of extreme inclement weather or to provide employees with an additional day off before a holiday break.

5. If none of the above categories of leave is available to the employee, supplemental paid leave shall be provided to the employee by the Institution to attain the paid parental leave assurance of 60 work days (480 hours). As a matter of institutional policy, Institutions may permit employees to substitute use of accrued sick leave for annual leave in order to qualify for supplemental paid leave

B. Interaction of Leave with the Family and Medical Leave Act

All leaves taken during the parental leave period (annual, sick, advanced sick, extended leave, personal, holiday, administrative, or supplemental paid parental leave assurance) shall run concurrently with any available FMLA leave (“FML”) per Section IV of USM BOR policy VII-7.50 – Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees, if the employee is also eligible for FML under USM BOR policy VII-7.50. The Institution shall administer both policies concurrently.

C. Applicability The 60-work day/480-hour paid parental leave assurance shall be available on a continuous basis during a six- (6-) month period surrounding:

1. The birth of a child
2. The adoption of a child 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)

D. Eligibility

At a minimum, the paid leave assurance shall apply to Regular staff employees, upon written affirmation that the employee will be the child's primary caregiver during the parental leave period, subject to the following:

1. Institutions may offer assured minimum paid leave to other categories of staff as a matter of institution policy.
2. Leave shall be pro-rated for eligible staff, appointed at .50 or greater Full Time Equivalence (FTE).
3. If a child's parents are employed by the same Institution, both parents may be eligible for paid parental leave as follows:
 - a) Both parents concurrently may use accrued annual, sick, advanced sick, extended sick, holiday, Leave Reserve Fund, or personal leave with the birth of a child or adoption of a child; and
 - b) A parent may use supplemental guaranteed paid leave under II.A.5. of USM Policy VII-7.49 Policy on Parental Leave and Other Family Supports for Staff only during a period when that parent is the child's primary caregiver.
4. A staff employee shall be eligible for assured minimum paid parental leave after six (6) months of continuous employment with the Institution, except to the extent that institution policies permit a lesser eligibility period.
5. A staff employee who has not yet reached the six-month eligibility threshold may use other available leave for parental support purposes, pursuant to the applicable policies:
 - a) Accrued Sick Leave;
 - b) Any Advanced Sick Leave the employee is eligible to receive, prorated to the length of service and appointment FTE; and
 - c) Leave Without Pay
6. A staff employee may be eligible for paid parental leave under this Policy on one occasion in any twelve- (12-) month period,

and on two separate occasions during the duration of the staff member's employment within the USM, except to the extent institution policies provide otherwise.

7. Parental Leave for Staff must be used on a continuous basis; it is not available on an intermittent basis.
8. The employee must have a satisfactory record of work performance and no record of sick or safe leave abuse.

16.3.1 Supports for Nursing Mothers

A. Lactation Facilities

Each Institution shall provide space at reasonable locations on campus where employees who are nursing mothers may express milk.

1. The area must be shielded from view and free of intrusions from others.
2. A bathroom or restroom may not be designated as a lactation area.
3. The space may be a private area in a larger room, or a private room that is reliably made available for nursing mothers whenever needed but may otherwise be used for different functions.
4. The area shall be equipped with seating, a table or other flat surface, an electrical outlet and nearby access to a sink.

B. Breastfeeding

The requirement for lactation facilities on each campus and their availability for the purpose of breastfeeding a child are subject to institution policies that govern the circumstances under which the children of employees may be present on campus.

C. Break Time for Nursing Mothers

The schedule of a staff employee who is a nursing mother shall allow for reasonable break time during work hours for the purpose of breastfeeding or expressing milk.

1. Employees shall be permitted to use current paid break and unpaid lunch times to breastfeed or express milk.
2. Supervisors shall work with employees who need additional break time for this purpose to provide for the flexible scheduling of additional unpaid break time.

D. Protections for Staff Employees

No employee shall be discriminated against or otherwise experience reprisals in any appointment, evaluation, promotion, or other employment-related process as a result of utilizing the parental leave and other supports provided by this Policy.

ARTICLE 17. MODIFIED DUTY

17.1 Modified Duty

The purpose of modified duty is to facilitate the early return to work of those employees recovering from an illness or injury. Modified duty applies only to those employees who are expected to return to full duty in their previously held positions.

17.2 Temporary Medical Restriction

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

17.3 Limited Medical Restrictions

Upon being placed on modified duty status, an officer will be assigned duties as limited by the medical restriction(s) imposed. Employees on modified duty will not be required to report to work in uniform unless a determination is made by the CHRO or designee, in consultation with the Chief of Police and with the employee, that reporting in uniform is appropriate.

- A. An employee on modified duty will not be assigned to perform duties of a level higher than the employee's regular classification.
- B. Modified duty employees may experience some temporary changes from their regular assignments in the areas of daily work hours, scheduled shifts, regular days off, and holiday leave.
- C. Modified duty assignment will not alter the employees' bi-weekly salary but may affect shift differential pay.
- D. The assignment will be evaluated periodically and may be adjusted based upon the employee's medical progress.

- E. Modified duty assignments are not restricted to the employee's department or division. In the event a modified duty assignment must be made outside the Police Department, the Employer will attempt to place the employee in a position that effectively utilizes the employee's knowledge, skills, and abilities.

17.4 Modified Duty Assignments

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

17.5 Modified Duty Requests

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

17.6 Written Authentication Requirements

The Office of Human Resources (OHR) may require that injured or ill employees, absent or expected to be absent from work, provide written authentication for a period of illness that includes the following:

- A. The date or dates the employee was seen by the medical provider,
- B. A diagnosis of the illness or injury,
- C. Medical restriction to be considered by management when identifying a modified duty assignment,
- D. Whether the medical provider recommends that the employee not report to work, the period of time involved, and the reason the illness or injury prevents the employee from working even with reasonable accommodation,
- E. A prognosis for recovery and an estimated date of the employee's return to full duty,
- F. The authorized signature of the following licensed or certified medical providers:

- Physician
- Physical Therapist
- Clinical Psychologist (Counselor)
- Dentist
- Optometrist
- Oral Surgeon
- Chiropractor
- Podiatrist
- Nurse Practitioner
- Nurse Midwife
- Licensed certified social worker-clinical Physician's Assistant, or
- An accredited Christian Science practitioner

17.7 Written Authentication

Employees absent at least 14 calendar days may be required to provide written authentication as cited above. Such certificate may be submitted to a supervisor, the CHRO, or a designated institutional medical officer.

17.8 Determination of Appropriate Modified Duty Assignment

The CHRO or designee will determine whether an appropriate modified duty assignment exists upon consultation and coordination with the employee's department head, and with consideration of the medical information provided by the employee, staffing needs, and appropriate fiscal considerations.

17.9 Second Medical Opinion

At the expense of the University, the CHRO may seek a second medical opinion by a University named physician in the event that the medical restriction listed on the original certificate prevents the employee from performing any available modified duty assignment, to assist in determining an appropriate modified duty assignment, and/or to verify the recovering employee's need to continue modified duty.

17.10 Paid Leave or LOA for Appropriate Modified Duty

If the CHRO or designee determines that an appropriate modified duty assignment does not exist, the employee shall remain on paid leave or leave of absence without pay, as appropriate, until such time as the CHRO or designee can identify an appropriate placement or the employee's condition improves sufficiently to allow a return to work.

17.11 Termination of Sick and Safe Leave

The CHRO or designee may terminate accident or Sick and Safe Leave upon the employee's refusal to accept a modified duty assignment and upon three (3) workdays' notice to the employee of the intent to terminate accident or Sick and Safe Leave. The CHRO or designee may approve the use of other forms of paid leave, recommend termination of employment, or place the employee on leave of absence without pay. Other administrative sanctions may also be applied.

17.11 Injured Workers' Insurance Fund (IWIF)

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

ARTICLE 18. PERFORMANCE EVALUATIONS

18.1. Performance Ratings

A. Employees shall receive a written performance review mid-way through the probationary period, at the end of their probationary period, every September/October (mid-year), and every March/April thereafter. Employees shall receive performance ratings that will be as follows:

1. Outstanding
2. Exceeds Standards
3. Meets Standards
4. Needs Improvement
5. Unsatisfactory

18.2. Expectations Meeting

A. Each April, employees will meet with their immediate supervisor who will be responsible for conducting the employee's performance review for the upcoming year.

B. At the expectations meeting, the immediate supervisor and the employee will discuss the specific performance expectations and standards applicable to the employee during the upcoming year, and employees will be informed of the objectives and factors upon which their performance will be evaluated. The immediate supervisor will review with the employee the employee's written position description that properly explains the duties and responsibilities upon which the employee shall be evaluated. The employee will be given a copy of the position description. This expectations meeting will be documented in writing and signed by the immediate supervisor, the Chief of Police or designee and the employee.

18.3. Mid-Year Performance Appraisal

- A. The employee's immediate supervisor will prepare a written mid-year performance appraisal. The mid-year performance appraisal shall include a self-assessment prepared by the employee, that shall address both an evaluation of the employee's performance and suggestions for ways in which the employee and the immediate supervisor can work to address issues that have arisen.
- B. Employees and their immediate supervisor will meet mid-year to discuss the mid-year performance appraisal, and will document in writing the results of the appraisal and the self-assessment, and will include in that documentation:
 - 1. Any modifications made to the employee's job description
 - 2. Specific tasks and standards established by the employee and the immediate supervisor which will assist the employee in accomplishing the employee's overall objectives for the next appraisal period
 - 3. Any training needs established.

18.4. End-of-Year Appraisal

- A. The end-of-year appraisal shall include the following:
 - 1. An overall performance rating
 - 2. The specific tasks that the employee needs to achieve during the next appraisal period and performance objectives
 - 3. Modification of the employee's job description (if applicable) and
 - 4. Recommendations for training as appropriate

- B. The Employer will not apply quota or other limitations to employee ratings.
- C. Except in cases where the former UPO III or IV to whom the employee was assigned has terminated employment or is otherwise unavailable, the UPO III or IV responsible for the end-of-year appraisal must have had the employee assigned to them for a minimum of six (6) months.
- D. An employee's end-of-year evaluation must be approved by the Chief of Police or designee. An employee's end-of-year evaluation may not be changed by the Chief of Police or designee unless written justification is provided that cites the employee performance standards and the employee's actual performance. The Chief of Police or designee shall give employees a copy of the end-of-year appraisal that will be signed by the employee and an electronic copy will be archived in the current PMP system. A statement of an employee's objection to an appraisal or comment may be attached and put in their personnel file. Overall performance evaluations of "Meets Standards" or above may only be grieved through Step 2 of the grievance procedure; overall performance evaluations of "Needs Improvement" or below may be grieved through the entire grievance process.

18.5. Appraisal of the Chief of Police or Designee

Employees shall evaluate in writing anonymously, on an annual basis, their immediate supervisor and the Chief of Police.

18.6. Performance Evaluation Compensation

Performance evaluations shall provide a method for awarding merit pay adjustments or bonuses, where such bonuses or adjustments are budgeted and funds are available.

18.7. Deficient Performance

If at any time an employee's performance is considered to be at a level that fails to meet standards, the employee's supervisor and a representative from the Office of Human Resources shall meet with the employee as soon as possible. The notice of deficient performance should be given sufficiently in advance of the employee's annual evaluation so that the employee is afforded the opportunity to attempt to improve performance to a meets standards level.

18.8. Review of Appraisal Process

The effectiveness of the appraisal process will be reviewed annually by the Special Orders Advisory Committee, which shall make recommendations to the Chief of Police and OHR.

ARTICLE 19. TRANSPORTATION AND TRAVEL EXPENSES

- 19.1. All travel must be documented and pre-approved by the Chief of Police or designee. All out-of-state travel must have a pre-approved travel request form.
- 19.2. Meals and mileage will be reimbursed according to the State reimbursement rates and policies in effect when travel occurs. For purposes of meal reimbursement, the "normal quitting time of the employee's place of business" is considered to be the end of the employee's scheduled shift.
- 19.3. Employees who are directed by the University to travel for official University business shall normally be provided a vehicle by the University. If a University vehicle is available, it must be used. If a vehicle is not available, the employee may use the employee's own vehicle and be reimbursed for mileage. When circumstances make it impractical for an employee to obtain a University vehicle on the day it will be used, the employee may request the vehicle at the end of the prior day's shift, and the University shall make reasonable accommodation, consistent with the efficient operation of the unit, to accommodate such requests.
- 19.4. The Accounts Payable Office will make reimbursement for travel. The completed travel request form must be approved by the account manager, or the Chief of Police or designee, if the employee is the account manager, and the Vice President. Itemized expense forms must be completed and submitted with the necessary receipts to Accounts Payable within 30 days following travel, or within ten days following travel for employees who have received travel advances. Expense forms will be reviewed by the Accounts Payable Manager for correctness and compliance with State regulations.
- 19.5. The costs of hotel accommodations are reimbursed on the basis of receipts for single-room rate.
- 19.6. Overtime as pertains to travel shall be earned and paid in accordance with the provisions of the Fair Labor Standards Act (FLSA).

ARTICLE 20. SAFETY AND HEALTH

- 20.1. Duty for a Safe Work Environment

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

20.2. Unsafe Work Conditions

When an unsafe condition is alleged to exist, the affected employee shall first notify the employee's immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Where the matter is not resolved to the satisfaction of the employee, the employee may request a review by the University's Safety Officer, who shall take all measures to promptly respond to the employee's complaint and who shall inform the employee and the employee's supervisor of the results of the employee's findings and recommendations in writing. If the employee is not satisfied with the results of the actions taken by the University's Safety Officer, the employee may pursue the employee's complaint through the grievance process.

20.3. Workplace Violence

- A. The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The safety and security of staff, faculty, students and visitors are of vital importance. Violent or threatening behavior directed at staff, faculty, students or visitors, oneself, or property will not be tolerated. This policy applies to any acts of violence or threats made on University property, at University events, or under circumstances that would negatively affect the University's ability to conduct business and to provide a safe working environment to the employees. Included in this prohibition are such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols, that a reasonable person would perceive to be threatening, and which infringe upon the Employer's obligation to provide a safe workplace for its employees, students and visitors. This section shall not be construed to apply to an employee who uses reasonable force in the performance of the employee's duties but does not preclude the review of the use of such force under other applicable laws and regulations.
- B. The University shall take preventative measures to ensure that workplace violence does not occur and that employees are prepared to deal with it should it occur. This shall include:
 - 1. Offering workplace violence training for all employees; and
 - 2. The OHR will ensure that employment reference checks of prospective employees are conducted. A criminal background check of candidates to whom an offer of employment is extended will be conducted. In certain circumstances

and with cause, and with notice to the employee, the OHR will conduct a criminal background check of any employee thought to pose a threat of violence.

20.4. Drug and Alcohol Use and Possession

- A. The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the Governor's Executive Order on Substance Abuse. Unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol by employees in the workplace is prohibited under University policy.
- B. Reporting to work under the influence of controlled substances or alcohol is also prohibited.
- C. In addition to any legal penalties under federal and state law, employees found to be in violation of this provision shall be subject to appropriate proceedings as provided for under the MPA.

ARTICLE 21. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

The Employer shall provide personal protective clothing and equipment that, as determined by the Employer, is required by applicable state laws and regulations. The Employer will make available nonprescription safety glasses to employees who are required to wear them as part of their job.

ARTICLE 22. PERSONNEL FILE

- 22.1. Employees who wish to view their personnel record must make an appointment with OHR. Employee requests for an appointment to view their official personnel file will not be unreasonably denied. All files shall be reviewed in the OHR in the presence of the CHRO or designee. At the time of review, employees may be required to initial and date all records in the file. Employees will be advised of any and all derogatory information that is placed in the employee's personnel file, and any derogatory material shall be initialed and dated by the employee to acknowledge that he/she was provided a copy of the document in question. The employee's initials indicate only that he or she received a copy of the document and shall not be construed as consent to its contents.
- 22.2. Official personnel files are confidential to the employee and the University. They will not ordinarily be released to anyone outside the University unless the employee supplies a signed written authorization releasing the file (or a part of it), or unless required by law.

- 22.3.** There shall be one official personnel file for each employee, which file shall be maintained in the Department of Human Resources. The official personnel file may include, but will not be limited to the following documents:
- A. Employment application and/or resume.
 - B. College transcripts.
 - C. Job description or Position Information Form (PIF).
 - D. Records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education and training.
 - E. Letters of recognition.
 - F. Disciplinary documents.
 - G. Performance evaluations (PMPs).
 - H. Documents relating to separation from employment.
- 22.4.** All records in the official personnel file are available for the employee's review.
- 22.5.** A. After 24 months without any further disciplinary action and upon request of the employee, counseling session memos and verbal warnings shall be expunged from the employee's official personnel file.
- B. After 60 months without any further disciplinary action and upon written request of the employee, a written reprimand will be expunged from the employee's official personnel file.
- 22.6.** All requests for verification of employment for current or former employees are to be directed to the CHRO or designee.
- 22.7.** Working copies of personnel files may be kept in the office of the Chief of Police or designee.
- 22.8.** The employee or the employee's authorized representative is permitted to make a copy of a document in the employee's personnel file.

ARTICLE 23. POSITION RECLASSIFICATION

23.1. Procedures

- A. Reclassification of a position may occur where a review of the position indicates a significant change in any of the following: type of work performed; difficulty and complexity of duties; level of responsibility; or, required knowledge, skills, and abilities. An employee may not initiate a reclassification request where a job study has been completed within the past 12 months, unless the job duties have significantly changed. The employee or ~~his/her~~ employee's supervisor may initiate a request for a reclassification review using the following procedures:
1. In the case of employee initiation of a request, the employee shall prepare a Position Information Form (PIF) and submit it to the employee's supervisor to be reviewed and approved for accuracy and completeness. Within five (5) workdays, the supervisor shall review the form and return it to the employee indicating agreement or disagreement. The supervisor and employee signatures represent an acknowledgement of the review.
 2. The supervisor submits the PIF with documentation to the OHR with a request for a position review. If the supervisor disagrees with the employee about the nature of the employee's job duties, the supervisor must provide the OHR written documentation of the reasons for disagreement and sign the form.
 3. In the case of a supervisor initiation of a request, the supervisor shall prepare a PIF, seeking input and feedback from the employee. The supervisor and employee signatures represent an acknowledgment of the review.
 4. The OHR shall provide date of receipt acknowledgement of the request to the employee and supervisor.
 5. Unless an extension is agreed to among the OHR, supervisor, and employee, the OHR shall complete the position review process within a maximum of 30 days.
 6. If the process supports reclassification, the OHR or its designee will provide documentation to the Vice President of Administration and Finance for approval.
 7. The CHRO or designee shall provide written notification of the decision to the employee and supervisor.

8. All job reclassification decisions shall be effective retroactive to the date the OHR received the request for review.
9. Requests for Position Reclassifications must be submitted from March 1st through April 30th,

23.2. Pay on Reclassification*

A. Reclassification Promotion

Upon reclassification promotion, the salary for an employee shall increase at least 6% as long as it does not exceed the maximum of the new range.

B. Reclassification Demotion

Upon reclassification demotion, should the maximum pay rate in the lower grade be less than the pay rate currently paid to the incumbent, the employee's current rate will remain unchanged for a period of up to 24 months. At the end of that period, if the employee's pay rate remains above the maximum of the appropriate grade, the employee's pay rate shall be reduced to the maximum of the appropriate pay grade.

C. Reclassification Demotion/Disciplinary

If reclassification/demotion is the result of disciplinary action, pay shall be reduced to the maximum of the lower grade, or by 6%, whichever is the greater reduction.

ARTICLE 24. PROMOTIONAL OPPORTUNITIES FOR BARGAINING UNIT POSITIONS

- 24.1. When a promotional opportunity exists for a bargaining unit position within the Police Department, which the University intends to fill, the University will post the opportunity internally, on a bulletin board in the public safety building, and via e-mail to all employees, for a period of no less than 10 working days. The position announcement will identify the position by the title, pay grade and pay range and shall include the minimum qualifications and skills necessary for the position in accordance with USM Job Class Specifications. For purposes of this provision, "working day" means Monday through Friday, regardless of work schedule, weekend work, or midweek days off. The announcement will also state how and where to file and the closing date for receipt of internal applications, which shall not be less than ten working days from the date of the initial posting. Where no employee covered by this MOU applies for the promotional opportunity during the 10-working day period, or all who respond are precluded under the Article from eligibility or are not qualified, the position will then be advertised and filled externally. Under special circumstances, at the request of the Chief of Police, and with the concurrence of the CHRO, a position

may be posted internally and advertised publicly concurrently. The Employer will notify the FOP Lodge 147 when it elects to proceed in this fashion.

- 24.2. Any employee may submit an application for a promotional opportunity. The University shall create an eligibility list comprised of employee applicants qualified for the position. In order to be placed on the list, an employee must:
- A. Have not been required to provide verification for Sick and Safe Leave use, pursuant to Article 10.5.A of this MOU, within six (6) months of the date of the application
 - B. Be in good physical condition; an employee who is currently on modified duty status or on leave must provide documentation verifying the employee will return to work on full duty status within 45 days of the posting of the notice, unless the modified duty restriction of the employee does not prohibit the employee from performing the required tasks of the job. Documentation verifying eligibility to return to work on full duty status must be attached to the employee's application materials when delivered to OHR
 - C. Have received a rating of 'meets standards' or better on the employee evaluation immediately preceding the date of the employee's application
 - D. Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skills necessary to perform the duties of a position must be evident and clearly documented for any individual applying for a promotional opportunity and
 - E. Have successfully completed a probationary period.
- 24.3. The University shall design the promotional process applicable to any particular promotion or promotions. Any such process used will be based upon merit principles and will be reviewed and approved by the OHR prior to the promotional announcement. The promotional announcement will include a specific explanation of the process to be used for the particular promotion. While not all inclusive, the promotional process shall include at a minimum the following components:
- A. An oral interview with the promotional board described below
 - B. Work history and job performance (including prior evaluations and attendance records)
 - C. Completion of probation
 - D. Time served working in the UPO II or UPO III classification
 - E. Job related training/certifications

- 24.4. Other factors shall be considered at the discretion of and as determined by the University. Selection of the promotional candidate shall be based upon merit.
- 24.5. Promotional Board
The promotional board shall consist of the following persons: one sergeant, one designated representative from Student Affairs, one (1) designated representative from Academic Affairs, and one designated representative from the OHR and one (1) law enforcement officer (sworn police officer) from an outside agency (the officer to be selected by the Employer). The promotional board shall interview qualified candidates and shall render a ranked list of qualified candidates to the Chief of Police.
- 24.6. Prior to making the determination of a successful candidate, the Chief of Police shall consult with the UPO III or UPO IV to whom each employee applicant is assigned, who in the ordinary course of business is the individual responsible for reviewing the employee's work, signing time sheets, and approving leave.
- 24.7. The decision on promotions shall be made by the Chief of Police with the review of the OHR and approval of the Vice President of Administration and Finance or designee. A UPO covered by this MOU who applies for a promotional opportunity but is not selected may request and will be granted a meeting with the CHRO or designee to discuss the unsuccessful UPO's candidacy.
- 24.8. Salary Upon Transfer or Reclass* (*USM Policy VII-9.20 Policy on Pay Administration for Regular Nonexempt Staff Employees*)

A. Salary Upon Promotional Transfer or Promotional Reclass

1. Competitive Promotion

Upon competitive promotion, the salary for an employee shall increase at least six percent (6%).

Employees shall be granted an additional 2.5% increase upon successful completion of a probationary period.

2. Promotional Reclass

Upon a promotional reclass, the salary for an employee shall increase at least six percent.

ARTICLE 25. JOB SPECIFICATION AND JOB DESCRIPTION

- 25.1. A job specification is a statement of the essential components of a job class including a summary of the work to be performed, primary job duties and responsibilities, and the minimum qualifications and requirements necessary to perform the essential functions of the job. OHR maintains USM Job Specifications for nonexempt positions. Because these specifications are system-wide, they cannot be changed, deleted, or amended without the approval of the Chancellor of the USM. In addition to OHR, job specifications are available in the library, the facilities department, and on the USM website.
- 25.2. A job description is a statement of the actual duties and responsibilities that an employee performs in a particular office or department. Employee job descriptions are developed in accordance with USM Job Specifications.
- 25.3. All employees shall be provided a copy of their job description upon initial hire, at the time of their annual evaluation process and whenever the job description is changed. Job descriptions shall be updated as frequently as the Employer deems necessary and appropriate to reflect current duties. Employees shall be provided an opportunity for input. Terms such as "other duties as required" shall mean job-related duties relevant to carrying out the mission of the University Police Officer.
- 25.4. Preparation of the job description is the responsibility of the Employer. The department head shall prepare job descriptions. The employee will be provided with the opportunity to comment on the job description, but the department head shall make the final decision on content. Job descriptions are forwarded to the OHR. The CHRO or designee shall review and classify the position as appropriate per established policies of the Employer.

ARTICLE 26. TRAINING

- 26.1. The Employer will determine the training needs of the employees covered by this MOU consistent with the Maryland Police Commission Training Guidelines. Employees will be paid for time spent in the University required training consistent with the provisions of this MOU and the FLSA. Where an employee is scheduled for a training day, the employee will not ordinarily be scheduled to work the shift immediately before or after the training.

ARTICLE 27. MARYLAND POLICE ACCOUNTABILITY ACT of 2021

- A. The parties recognize, agree, and understand that the Maryland Police Accountability Act of 2021 (MPA) applies to the employees covered by this MOU and that nothing in this MOU is intended to alter, amend, or modify any rights, duties, or responsibilities that the MPA provides or imposes on the Employer or the employees covered by this MOU.

The parties further recognize, agree, and understand that the procedures set forth in the MPA are the sole and exclusive procedures for resolving matters subject to the MPA and no aspect of any matter subject to the MPA is subject to the grievance procedures contained in Article 28 of this MOU.

The discipline of probationary employees shall continue to be governed by applicable Board of Regents policies. All parties will make a concerted effort to complete internal investigations in a timely manner. Each party agrees to inform the other(s) when situations may impact the timeliness of the investigative process.

ARTICLE 28. GRIEVANCE PROCEDURES

28.1. General

In the event of any alleged violation or disagreement over any of the provisions of this MOU except a matter covered by Article 27 Maryland Police Accountability Act (MPA), a bargaining unit employee represented by FOP Lodge 147, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with the University of Maryland Regular Employee Grievance Procedures, Md. Code Ann., Educ. § 13-201 et seq., ("Grievance Procedures") as amended from time to time. A copy of the Grievance Procedures in effect as of January 2024 are attached for reference only as Appendix B, and the provisions in effect at the applicable time shall govern. All matters subject to the MPA shall be handled pursuant to the MPA and are not subject to this grievance procedure.

ARTICLE 29. SENIORITY

29.1. Definition of Seniority

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

29.2. Break in Seniority

A University Police Officer covered by this MOU who terminates employment shall lose all seniority. Approved annual leave, Sick and Safe Leave, injury leave, or any approved leave of absence with pay, or any authorized call to military service shall not break seniority. Employees who qualify may have certain seniority rights restored as provided in Section 29.4 below.

29.3 Seniority Following Reinstatement

An employee who resigns with proper notice or whose employment with the University is otherwise severed in good standing may be reinstated to a bargaining unit position

with full credit for prior service within two years after the date of separation from employment. Seniority shall be determined by the original date of hire.

ARTICLE 30. RANK AND STRUCTURE

30.1. General

- A. There shall be a working title rank structure among employees, which shall be organized as follows:

UPO I – Officer	Pay Grade 10
UPO II – Corporal	Pay Grade 12
UPO III – Senior Corporal	Pay Grade 14
UPO IV – Sergeant, Detective I & Detective II	Pay Grade 16

- B. The University will provide appropriate insignia for the identification of the employees in each specific rank.

30.2. Automatic Position Interchange

See settled language under Article 29 – Seniority, Section 29.2 Probationary Period, and Article 23 – Position Reclassification.

ARTICLE 31. RETIREMENT

Employees participate in the Law Enforcement Officers Pension System, which is administered by the State Retirement and Pension System of Maryland.

ARTICLE 32. INSURANCE AND BENEFITS

32.1. Benefits Programs

- A. Employees covered by this MOU who are otherwise eligible may participate in the benefit programs (health and other insurance plans) offered by the State of Maryland and the University System of Maryland on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles, and other fees and expenses as established for other University and state employees. At the time this MOU was negotiated, these benefits include:

1. Medical Plans
 2. Vision Plans
 3. Term Life Insurance
 4. Personal Accidental Death and Dismemberment
 5. Law Enforcement Officers Pension System
 6. Death Benefits
- B. In the event that the State makes any changes to the foregoing programs, including any changes to any applicable premium, co-pay, deductible or other form of employee fee or expense, the Employer reserves the right to implement those same changes and to terminate any such plan at such time as it is terminated by the State.

32.2. Open Enrollment

- A. The Employer will conduct an open enrollment period each year at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan if available, or switch to another plan. Unless there is a mandatory open enrollment, employees who take no action during open enrollment and who are otherwise eligible will automatically be re-enrolled in their current or successor plans and coverage. The University will mail open enrollment information to any employee who, on the first day of open enrollment, is scheduled to be on approved leave for more than 80% of the open enrollment period. Open enrollment information and forms will be available to all employees and the FOP Lodge 147 in a timely manner.
- B. The Employer shall ensure that health benefit fairs are held during open enrollment, that such fairs are well publicized and scheduled to facilitate employee attendance, and that the FOP Lodge 147 be provided with space at such fairs.

32.3. Death Benefits

Information concerning Death Benefits is available through the Frostburg State University Benefits Manager.

ARTICLE 33. EMPLOYEE ASSISTANCE PROGRAM

33.1. General

The Employer and the FOP Lodge 147 recognize the value of counseling and assistance programs for those employees whose personal problems affect performance of their job duties and responsibilities. Therefore, the Employer agrees, subject to available resources, to continue an Employee Assistance Program (EAP). Except as provided below, records regarding treatment and participation in the EAP shall be confidential and retained by the EAP/Health Care Provider. Information released to the University Benefits Coordinator as provided below shall be treated confidentially and maintained in a separate EAP file in the OHR.

33.2. Referral in Lieu of Discipline

In cases where the employee and the University have entered into a voluntary EAP Participation Agreement in which the University agrees to defer discipline as a result of employee participation in the EAP, the employee shall execute such releases as are necessary to enable the EAP/Health Care Provider to provide to the University Benefits Coordinator reports regarding compliance or non-compliance with the employee's treatment plan.

33.3. Supervisory Referrals

In cases of supervisory referrals to the EAP/Health Care Provider, the employee shall execute such releases as are necessary for the EAP/Health Care provider to provide the University Benefits Coordinator with the information necessary to determine whether the employee can perform the job safely and effectively and/or whether the employee needs to participate in the program, and if so, the employee's compliance or non-compliance with the Employee Assistance Program.

ARTICLE 34. EMPLOYEE FACILITIES

Employees will, pursuant to University rules and regulations, have access to and use of all appropriate campus facilities, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library, and computer facilities that are otherwise open to employees.

ARTICLE 35. UNIFORMS AND EQUIPMENT

35.1. The Employer shall furnish, at no cost to the employee, the following new or serviceable uniform items:

- 1) Three Summer shirts and Three Winter shirts (utility uniform)

- 2) One Pair Pants, Circuit Court/Class A pants
- 3) One Convertible Jacket or (1) Lightweight pullover and (1) winter pullover
- 4) Two Breast badges
- 5) One Name bar
- 6) One Tie
- 7) One Firearm
- 8) One Handcuff and One Case
- 9) Ammunition and Ammo Holder
- 10) One Holster
- 11) One Duty belt
- 12) Two Ballistic vests
- 13) One Radio
- 14) One Radio holder
- 15) One OC Spray and One Holder
- 16) One ASP
- 17) One ASP holder
- 18) One US Flag Pin
- 19) One Key holder
- 20) One Rechargeable flashlight and 1 holder (will be replaced with LED flashlight through normal replacement)
- 21) Four Belt keepers
- 22) One Reflective vest
- 23) One Black knit or fleece winter beanie hat
- 24) One CPR mouthpiece, gloves and holder Rank Insignia Patches
- 25) Three Polos with Officer's Name on Chest (upon normal replacement)
- 26) Two Black Utility Pants (upon normal replacement)
- 27) Shooting Badges
- 28) Collar Pins

- 35.2. Within 365 days following the effective date of this MOU, the department will inspect each officer's uniform and equipment inventory as set forth above and provide the officer with any needed items so that the officer has a complete issue.

The Employer will also provide each officer with annual reimbursement of up to \$150 upon proof of purchase that the officer has purchased an approved patrol officer uniform shoe/boot. Proof of purchase must be submitted by May 1 of each fiscal year to ensure that the expense is charged to the appropriate fiscal year budget. Employees assigned to bike patrol will be provided an appropriate bike patrol uniform. Thereafter, at the discretion of the Chief of Police, employees may be entitled to normal wear and tear replacement of uniforms, as well as replacement of uniforms due to loss or damage

while the member is acting in the line of duty or engaged in the official business of the Employer. Uniforms and equipment at all times remain the property of the University and the employees are responsible for the proper cleaning and routine maintenance of issued uniform items and equipment. Uniform items or equipment that must be replaced as a result of employee negligence or intentional misconduct must be replaced by the employee.

- 35.3 Effective with July 1 of the first full fiscal year covered by this MOU, the Employer will reimburse an employee covered by this MOU up to \$60 per calendar quarter for uniform dry-cleaning expenses actually incurred provided the employee provides the Employer itemized receipts for the expenses for which reimbursement is sought.
- 35.4 Upon written request by the officer(s) and with supervisory approval by the Chief or designee, officers assigned to the second and third shift, and when school is not in session, officers on all shifts, may wear the utility uniform in lieu of the standard Uniform. Current uniform (Utility uniform with exterior vests) allows Officers to wear the Utility Uniform on all shifts.

ARTICLE 36. TUITION REMISSION

- 36.1. The purpose of this benefit is to encourage regular members of the bargaining unit who have completed a probationary period, on full or part-time capacity, to enroll in academic courses for the improvement of skills or for personal development purposes and to support the ability of members of the bargaining unit to provide educational opportunities for their spouses and dependent children.
- 36.2. This program shall be administered by FSU consistent with USM VII 4.10 Policy on Tuition Remission and Tuition Reimbursement for Regular and Retired Nonexempt and Exempt Staff and Faculty Employees of the University System of Maryland (approved 1/11/90; amended 5/31/90, 8/28/90, 8/24/01, 12/7/01, 8/23/02, 12/6/02, 6/27/03, and 10/9/15) and USM VII 4.20 Policy on Tuition Remission for Spouses and Dependent Children of USM Employees and Retirees (approved 1/11/90; amended 5/31/90, 2/28/92, 8/24/01, 12/7/01, 8/23/02, 12/6/02, and 6/27/03, and 9/19/14); and/or any successor tuition remission policies that may be adopted during the duration of this MOU.
- 36.3. In the event that during the duration of this MOU, the Board of Regents adopts a policy which rescinds the afore-referenced tuition remission policies, the University agrees, unless prohibited by USM policy or State statute, to continue the current level of University benefits for members of the bargaining unit, at the University campuses only, under the guidelines set forth in the most recent versions of USM

Policies VII 4.10 and 4.20, through the end of the academic semester following the expiration of this MOU on December 13, 2027.

ARTICLE 37. LAY-OFFS

37.1. General

The following procedures are to be used for the layoff of bargaining unit employees who are in positions that are to be abolished, discontinued, or vacated because of a lack of supporting funds, program change, change in departmental organization, stoppage or lack of work. The University retains the right to decide whether to lay off employees. The University and the FOP Lodge 147 hereby agree that all future layoffs noticed after the date of this agreement shall be governed by the following:

37.2. Layoff Notice

When the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the FOP Lodge 147 at least 90 calendar days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the 90-calendar day notice period.

During the first 30 days of the above-mentioned 90-day calendar day notice period, upon the request of the FOP Lodge 147, the University shall timely meet with the FOP Lodge 147 to discuss the details of the administration of this Article to the particular layoff at issue.

37.3. Order of Layoff

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

- A. All regular status employees serving an original probationary period in the classification and division in which the layoff is to occur; then
- B. All regular status employees who have completed an original probationary period, in the classification and division 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.

37.4. 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) service including service as medical system University personnel as defined in the Education Article, Section 13-301(p).
 - 2. Service with the division 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. If two or more employees in the same classification have the same number of seniority points: the Divisional Vice President, with approval of the Chief Executive Officer, will determine the employee(s) to be retained based upon a written evaluation of the specific skills, knowledge, and abilities of each employee, prepared by the Division Head or Chairperson.

37.5. Displacement Rights

- A. Employees covered by this Agreement who are notified that they are being laid off may elect to exercise displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the OHR within 15 calendar days of the notice to the employee of the layoff.
 - 1. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with less seniority in the same job classification, or, if not available either
 - a. Progressively to each lower classification in the same job series; or
 - b. In any other classification in which the employee held satisfactory regular status.

2. The displacement as applied in one above, shall be limited to the division in which the employee is employed at the time that the notice of layoff is given.
3. An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.

37.6. Recall List

- A. An employee who is laid off shall be recalled for reappointment following a layoff if, within one calendar year from the effective date of layoff, the specific position from which the layoff occurred is reestablished.
- B. For a period of two (2) calendar years from the effective date of the layoff the employee will be notified of job vacancies at the University and, if interested, shall be granted interviews for appointment to vacancies in the classification in 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.
 1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
 2. The recalled employee shall have up to seven (7) workdays following receipt of the recall notice to notify the University of their intention to return to work.
 3. The recalled employee shall have up to 21 workdays following receipt of the recall notice to actually return to work.

37.7. Severance Package

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

A. Tuition Remission:

1. Employees who are laid off, who have completed between five- and ten-years' service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one (1) additional full-time semester or two (2) additional part-time semesters, not to exceed a total of 18 credit hours, at FSU campuses only.

2. Employees who are laid off, who have completed more than 10 years' service with the University and who are receiving tuition remission at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two additional full-time semester or four (4) additional part-time semesters, not to exceed a total of 36 credit hours, at FSU campuses only.
3. For purposes of this Section, full-time shall be considered 12 credit hours or more. Part-time shall be considered to be less than 12 credit hours.
4. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework at FSU in the semester in which the employee is laid-off and receiving tuition remission may continue to receive tuition remission for the balance of that semester.

B. Employment Assistance

1. The OHR will be available to assist employees laid off with the following:
 - a. Developing a resume
 - b. Composing a cover letter
 - c. Interviewing skills
 - d. Conducting a job search
 - e. Employment agency contacts
 - f. Recommended readings
2. The Office of Career Services offers:
 - a. Individual Career Counseling
 - b. Job/Internship Posting & Searches
 - c. Resource Library
 - d. On campus recruitment and interviews
 - e. Career Fairs

- f. Resume and cover letter assistance
 - g. Mock Interviews
 - h. Free access to College Central
3. Laid off employees may use the University's computer labs, facsimile machines and copiers for purposes of developing a resume and conducting job searches. Employees availing themselves of these services agree to comply with all University rules and regulations.

ARTICLE 38. MID-CONTRACT NEGOTIATIONS

38.1. Existing Policies and Procedures

All Board of Regents (BOR) and University policies and procedures shall remain in full force and effect unless modified specifically by this MOU. Nothing contained in this Section 38.1 affects whatever rights the FOP Lodge 147 otherwise may have to contest the application of any such policy or procedure.

38.2. Changes in Terms and Conditions of Employment

- A. The University and the FOP Lodge 147 acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees. The minimum notice to the FOP Lodge 147 of the intended change in working conditions subject to this obligation is 15 days prior to the proposed implementation of the change. If required to meet a legislative mandate or an emergency situation, Management will notify the FOP Lodge 147 as soon as possible prior to the proposed implementation of the change. The FOP Lodge 147 may request bargaining within this notice period. Where the FOP Lodge 147 does not request bargaining, the University is free to implement the changes. Where the FOP Lodge 147 does request bargaining, the FOP Lodge 147 shall submit proposals in response to the Employer's intended changes with ten days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the FOP Lodge 147. The Employer may implement its proposed changes after meeting with, and considering any proposals submitted by, the FOP Lodge 147.

- B. Changes or additions to Special Orders of the Police Department are handled pursuant to Article 39, Special Orders, of this Agreement.

ARTICLE 39. POLICY, PROCEDURE, SPECIAL ORDERS

- 39.1.** There shall be a special orders committee established, which shall consist of at least one (1) each of the following:
- A. An employee member of the bargaining unit designated by the FOP Lodge 147
 - B. A supervisor
 - C. A representative of the FOP Lodge 147; and
 - D. A representative of the OHR.
- 39.2.** The committee shall be advisory in nature and shall be charged with meeting at least once every six (6) months to review the Special Orders and to make recommendations for updates and changes. Final authority for promulgating and/or modifying special orders rests with the Chief of Police and the University. Where the Chief intends to modify an existing Special Order or promulgate a new Special Order, and the modification or new Special Order has not been considered by the Committee, the Committee will be afforded a reasonable opportunity to review and comment on the modification or new Special Order before it is implemented.

ARTICLE 40. PROBATION

40.1. General

- A. Probation is a trial period of employment in which employees demonstrate their ability to perform the duties and responsibilities of their positions. If the employee has, prior to hire, previously graduated from the Maryland Police and Correctional Training Commission, they will serve a probationary period of 6 months from the date of hire. Employees who have not, prior to hire, successfully completed the Maryland Police and Correctional Training Commission program serve a probationary period from the date of hire through a minimum one-year period, i.e., 6-months training academy and 6 months immediately after satisfactory completion of mandatory police officer training conducted by the Maryland Police and Correctional Training Commission. Upon successful completion of the training by the Maryland Police and Correctional Training Commission, the employee will receive a salary increase of 2.5%. Upon successful completion of the one-year probationary period following the afore-referenced

completion of training, the employee shall be reclassified to the position of UPO II, Corporal.

Employees who are hired having previously completed the mandatory police officer training by the Maryland Police and Correctional Training Commission, and who are current in their mandated training and certified at the time of hire and who served as a sworn police officer in the State of Maryland for a minimum of one (1) year immediately before hire, shall serve a probationary period from the date of hire through a six-month period, which may be extended an additional six-month period at the sole discretion of the Chief. Upon successful completion of the six-month probationary period, these employees will receive a salary increase of 2.5 %.

- B. Other than in instances of alleged brutality, during the probationary period, the supervisor or designee, with the approval of the department head and written notification to OHR, may separate the employee without reason at any time by providing the employee with a two-week written notification. Probationary employees may appeal a termination solely on the grounds that the termination is a violation of the law. In instances of alleged brutality, the provisions of the MPA shall prevail. An employee has the right to appeal the rejection within five workdays of receipt of the written notification on the grounds of procedural deficiency or violation of law under *BOR Policy on Special Action Appeals for Classified Employees, 8.10*.
- C. Under certain circumstances as described in USM VII-1.21 Policy on Probation for Regular Nonexempt and Exempt Staff Employees (approved 7/12/1996; amended 10/9/15) a promoted, transferred, or reinstated nonexempt employee may be placed on probation. An appropriate administrator may separate an employee serving a status change probationary period for cause. The appropriate administrator shall provide to the employee and the Chief Executive officer or designee written notice of the rejection at least 30 calendar days prior to the end of the probationary period. The notice shall state the reason for and effective date of the rejection and shall advise the employee of the right of appeal under USM VII-8.00 Policy on Grievances for Nonexempt and Exempt
- D. An employee whose job class has been changed as a result of a promotion and is rejected during a status change probationary period shall be restored to the employee's former position if it is vacant or held by a temporary employee.
- E. During the probationary period, the Chief of Police or designee shall conduct a performance review.
- F. Merit increases shall not be granted during original probationary periods.

40.2. Persons Not Subject to Probation

- A. An employee who has satisfactorily completed an original probationary period in a nonexempt job class who is reinstated to the same nonexempt job class in the same

department shall not serve a probationary period. If the original probationary period has not been completed, the remainder of the probationary period shall be served in the new job class.

- B. A regular employee who has served an original probationary period and whose position is reclassified shall not serve a probationary period. If the employee has not completed an original probationary period and the position is reclassified, the employee will serve the remainder of the probation in the new job class.
- C. A regular employee who has been placed on temporary assignment/reassignment shall not be subject to a probationary period.
- D. An employee who has been demoted to a nonexempt job class in which a probationary period has been previously served shall not serve a probationary period.

ARTICLE 41. STRIKES AND LOCKOUTS

- 41.1. Consistent with State Personnel and Pensions Article Section 3-303, employees are prohibited from engaging in any strike. The Employer may take disciplinary action, including termination of employment, against any employee who participates in a strike. "Strike," as defined in Section 3-303, means any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demands for a change in wages, hours, terms, or other conditions of employment, and includes a total or partial refusal or failure to report to work; refusal or failure to perform employment duties; withdrawal from work; work stoppage; or work slowdown. The FOP Lodge 147 agrees that it will not engage in or encourage any strike activity and agrees that it shall take all necessary steps to obtain immediate compliance with this Article by employees covered by this MOU. The FOP Lodge 147 is subject to all penalties and remedies under law for violation of this Article or Section 3-303.
- 41.2. Consistent with State Personnel and Pensions Article Section 3-304, the University may not engage in any lockout. "Lockout," as defined in Section 3-304, means action taken by the University to interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by Title 3 of the State Personnel and Pensions Article, or any action taken by the University to bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

ARTICLE 42. AWARDS

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

ARTICLE 43. ADVISORY COMMITTEE

The Employer and the FOP Lodge 147 agree to form a labor management committee consisting of two FOP Lodge 147 and two management representatives. The committee will be co-chaired by one representative from each side. The committee will meet as needed as determined by the co-chairs, but in no event less than quarterly, and consider issues that the co-chairs agree to put on the agenda.

ARTICLE 44. DURATION, RENEWAL, AND REOPENER

44.1. Duration

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on the day before its third anniversary date December 13, 2027. The parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

Length of MOU: 3 years

December 14, 2024 - December13, 2027

44.2. Renewal

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

44.3. Limited Reopeners for FY 2026

Either party may reopen this MOU in June 2026 for the sole and limited purpose of negotiating over the subjects of what cost of living adjustment, if any, what merit pay adjustment/bonus for "meets standards," if any and what funding conditions and

requirements, if any, for both items shall be included in the USM budget request submitted to the Governor for the next fiscal year. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

ARTICLE 45. SAVINGS CLAUSE

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the University and the FOP Lodge 147 shall meet promptly and negotiate a substitute for the invalid article, section or portion thereof.

ARTICLE 46. ENTIRE UNDERSTANDING

The Employer and the FOP Lodge 147 acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided for in Title 3, SPP and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. The Employer and the FOP Lodge 147 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 FOP Lodge 147 made, or could have made, proposals during bargaining, but about which no agreement was reached. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

USM REFERENCES

The full text of the USM references can be accessed at:

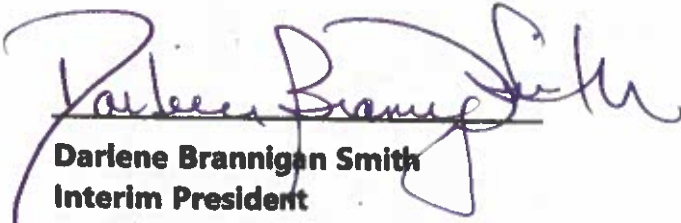
<http://www.usmd.edu/regents/bylaws/SectionVII/>

1. USM VII 1.21 Policy on Probation for Nonexempt and Exempt Staff Employees (Approved 7/12/96. Amended 10/9/15.)
2. USM VII 4.10 Policy on Tuition Remission and Tuition Reimbursement for Regular and Retired Nonexempt and Exempt Staff and Faculty Employees of the University System of Maryland (Approved 1/11/90. Amended 5/31/90, 8/28/90, 8/24/01, 12/7/01, 8/23/02, 12/6/02, 6/27/03, and 10/9/15.)
3. USM VII 4.20 Policy on Tuition Remission for Spouses and Dependent Children of USM Employees and Retirees (Approved 1/11/90; amended 5/31/90, 2/28/92, 8/24/01, 12/7/01, 8/23/02, 12/6/02, 6/27/03 and 9/19/14.)
4. USM VII 7.12 Policy on Leave of Absence Without Pay for Nonexempt and Exempt Staff Employees (Approved 5/1/92. Amended 11/12/93 and 10/9/15.)
5. USM VII 7.24 Policy on Call-Up to Active Military Duty During A National or International Crisis or Conflict for Nonexempt and Exempt Staff Employees (Approved 10/05/01. Amended 12/6/02, 10/17/03, 9/10/04, 6/18/10, and 10/9/15.)
6. USM VII 7.40, Policy on Accident Leave for Nonexempt and Exempt Staff Employees (Approved 5/1/92. Amended 11/12/93, 12/13/96, 4/16/04, and 10/9/15.)
7. USM VII-7.41 Policy on Modified Duty (Approved 11/12/93. Amended 10/9/15.)
8. USM VII-7.45 Policy on Sick and Safe Leave for Exempt and Nonexempt Staff Employees (Approved 12/5/77. Amended 6/22/12, 2/14/14, and 6/12/19.)
9. USM VII-7.749 Policy on Parental Leave and Other Family Supports for Staff (Approved June 22, 2012; Amended on April 20, 2018, Amended on June 21, 2019.)
10. USM VII-7.50 Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees (Approved 8/27/93. Amended 4/16/04, 10/22/04, 6/18/10, 10/9/15, and 4/20/18.)
11. USM VII-8.00 Policy on Grievances for Nonexempt and Exempt Staff Employees (Approved 2/28/92. Amended 2/21/03 and 10/9/15.)

12. USM VII-9.20 Policy on Pay Administration for Regular Nonexempt Staff Employees
(Approved 6/9/95. Effective 7/1/96. Amended 4/9/99 and 10/9/15.)


SIGNATURE PAGE

FROSTBURG STATE UNIVERSITY




Darlene Brannigan Smith
Interim President
Frostburg State University

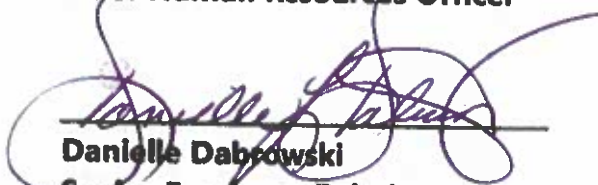
Frostburg State University Negotiating Team



D. Troy Donoway
Vice President, Administration & Finance
Chief Negotiator



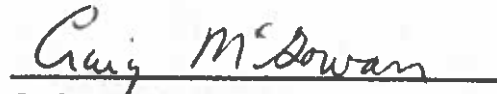
Lisa D. Hersch
Chief Human Resources Officer



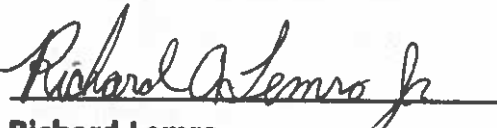
Danielle Dabrowski
Senior Employee Relations Specialist

FRATERNAL ORDER OF POLICE LODGE 147


FOP Lodge #147 Negotiating Team



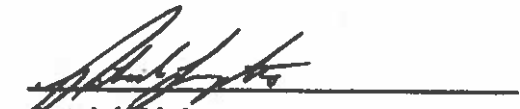
Craig McGowan
Chief Negotiator



Richard Lemro
FOP Lodge 147 President



Daniel L. Dunn
FOP Lodge 147 Treasurer



Patrick Livingston
FOP Lodge 147 Secretary

Appendix A

VII-7.45 – POLICY ON SICK AND SAFE LEAVE FOR NONEXEMPT AND EXEMPT STAFF EMPLOYEES

(Approved by the Board of Regents December 5, 1997; Amended on June 22, 2012; Amended on February 14, 2014; Amended on June 21, 2019; Amended on November 22, 2024.)

PURPOSE AND APPLICABILITY

This policy governs the accrual and use of sick and safe leave and applies to all Regular Status Exempt and Nonexempt employees of the University System of Maryland who are appointed at least 50% time, except to the extent that the provisions of a collective bargaining agreement between an Institution and one of its bargaining units provides otherwise.

I. GENERAL

- A. Sick and safe leave ("SSL") is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health and allied reasons; and when certain absences are necessary due to domestic violence, sexual assault, or stalking, pursuant to the Maryland Healthy Working Families Act and the provisions of this Policy.
- B. A full-time employee shall earn SSL leave at the rate of fifteen (15) eight-hour workdays per year (i.e., 120 hours per year), accrued on a biweekly basis. Employees who are appointed at least 50% time shall earn SSL on a pro rata basis. SSL is accumulated and carried forward from year to year without limit.
- C. An employee may request that their mental or physical illness, injury, or condition occurring during a period of annual or personal leave(s) be charged to SSL. Verification may be required by the President or designee as provided in Section V of this Policy.
- D. An employee who returns to regular USM service within three (3) years of separation shall have the unused sick and safe leave earned during the prior service restored, provided the employee returns to a position eligible to earn sick leave, pursuant to the provisions of USM BOR policy VII-9.61 – Policy on Reemployment and Reinstatement for Regular Status Nonexempt and Exempt Staff Employees.¹
- E. Except as otherwise noted in this Policy, "family member" is defined as:

¹ Any SSL that was used to provide creditable service for any employee pursuant to Maryland Annotated Code (Md. Code Ann.), State Personnel and Pensions Article, Section 20-206 shall be treated as leave that has been used and is not eligible for restoration. The employee's:

- a) Child, adopted child, foster child, or stepchild; a child for whom the employee has legal or physical custody or guardianship; or a child for whom the employee stands *in loco parentis*, regardless of the child's age;
 - b) Legal guardian;
 - c) Grandparent, adopted grandparent, foster grandparent, or step grandparent;
 - d) Grandchild, adopted grandchild, foster grandchild, or step grandchild;
 - e) Sibling, adopted sibling, foster sibling, or step sibling; or
 - f) Spouse; and
2. The employee's or spouse's:
- a) Parent, adoptive parent, foster parent, stepparent; or
 - b) An individual who acted as the parent, or who stood in loco parentis, when the employee or spouse was a minor.
- F. An employee's use of SSL for the reasons set forth in Section III.A.5 below is limited to eight, eight-hour workdays per year (i.e., 64 hours per year).

II. PERMISSIBLE USE OF SICK AND SAFE LEAVE

- A. SSL shall be granted by the President or designee when an employee is absent because of:
- 1. Mental or physical illness, injury, or condition of the employee.
 - 2. A pre-scheduled and approved, or emergency medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section V.C of this Policy that cannot be scheduled during non- work hours.
 - 3. Mental or physical illness, injury, or condition of the employee's family member, and medical appointments, examinations, or treatments for the family member

with an accredited, licensed or certified medical provider listed in Section V.C of this Policy that cannot be scheduled during non-work hours.

4. Death of a relative.
 - a) For the death of a close relative, the President or designee shall grant the use of up to three (3) days of accrued SSL. If the death of a close relative requires an employee to travel, requiring staying away from home overnight, upon request the President or designee shall grant the use of up to a maximum of five (5) days of accrued SSL for this purpose.
 - b) "Close relative" as used in Section III.A.4 shall mean a spouse, child, stepchild, 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, or sister-in-law.
 - c) The President or designee shall grant the use of up to a maximum of one (1) day of SSL for reasons related to the death of the employee's or their spouse's aunt, uncle, niece, nephew.
5. Subject to the use limits set forth in Section II.F above, domestic violence, sexual assault, or stalking committed against the employee or the employee's family member, and the SSL is being used:
 - a) To obtain for the employee or the employee's family member:
 - i. Medical or mental health attention that is related to the domestic violence, sexual assault, or stalking;
 - ii. Services from a victim services organization related to the domestic violence, sexual assault, or stalking; or
 - iii. Legal services or proceedings related to or resulting from the domestic violence, sexual assault, or stalking; or
 - b) During the time that the employee has temporarily relocated due to the domestic violence, sexual assault, or stalking.
6. Parental Leave, subject to the provisions of the USM BOR policy VII-7.49 – Policy on Parental Leave and Other Family Supports for Staff.
7. Pregnancy-related disabilities, childbirth, and immediate recovery therefrom.
8. Birth of a child or placement of a child with the employee for adoption within

six months following birth or adoption.

III. DIRECTED USE OF SSL/MEDICAL EXAMINATIONS

- A. The President or designee, in accordance with the Institution's policy on Family and Medical Leave, may direct an employee to use accrued SSL if they determine that an employee is unable to perform the responsibilities of their position due to mental or physical illness, injury, or condition.
- B. While in either active work status or on any type of employee-related SSL, 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 President or designee to ascertain whether the employee is able to regularly and routinely perform the responsibilities of their position.
 - 1. If the examination is conducted by a physician selected by the USM Institution, the Institution shall bear the costs of such medical examination. The employee may, however, see their own physician at the employee's own cost.
 - 2. If the examination(s) reveal that an employee is unable to regularly and routinely perform the responsibilities of their position, action may be taken by the President or designee 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 physician 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 expense of such shall be borne by the USM Institution. The decision of the President or designee is final.

IV. VERIFICATION OF ABSENCES CHARGED TO SSL

- A. In order to assure medical attention for an employee or to prevent the abuse of SSL, the President or designee may require an employee to submit verification of the need to use accrued SSL, advanced or extended sick leave, including to

authenticate the need for the employee to care for an ill family member.

B. Verification may include, but may not be limited to:

1. A written statement from the medical provider (as listed in Section V.C of this Policy) indicating that the employee is required to be absent from work due to mental or physical illness, injury, or condition;
2. The duration of absence from work;
3. Prognosis of employee's ability to return to work;
4. Title and original signature of an accredited, licensed or certified medical provider;
5. Documentation of the birth or placement of a child with the employee for adoption or foster care; and
6. Any other information necessary to verify that the employee's use of SSL is in accordance with this Policy and other applicable USM policies.

C. Medical verification as outlined in this Policy may be obtained by an accredited Christian Sciences practitioner, or by any of the following appropriate licensed or certified medical providers:

1. Physician;
2. Physical Therapist;
3. Clinical Psychologist;
4. Dentist;
5. Oral Surgeon;
6. Chiropractor;
7. Podiatrist;
8. Certified Nurse Practitioner;
9. Certified Nurse-Midwife;
10. Licensed Clinical Social Worker;
11. Licensed Clinical Professional Counselor;

12. Optometrist;
13. Physician Assistant; or
14. Any other health care provider from whom the Institution's group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits pursuant to the provisions of USM BOR policy VII-7.50 – Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees.

V. ADVANCED SICK LEAVE

- A. An employee who sustains a temporary, recoverable mental or physical illness, injury, or condition, or serious disability may request advance use of sick leave ("Advanced Sick Leave" or "ASL"), subject to the following conditions: The employee shall:
 1. Have exhausted all other types of accrued leave; and
 2. Have a satisfactory record of work performance and no record of sick leave or SSL abuse.
- B. Advanced Sick Leave is not an entitlement. The granting of requests for ASL shall be at the discretion of the President or designee based on operational needs and the employee's record of work performance and record of sick leave or SSL abuse.
- C. ASL shall not be granted in instances where the mental or physical illness, injury, or condition, or serious 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 ASL shall be submitted to the President or designee 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 V.B and V.C of this Policy.
- E. Sick leave may be advanced as follows:
 1. In the first year of service, Advanced Sick Leave will be prorated based upon the employee's length of service and FTE at the time the ASL is requested.

2. Thereafter, ASL is advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year.
- F. The use of ASL 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 ASL shall be at one-half the rate that SSL and annual leave are earned. An employee may elect to pay back the ASL debt by applying any earned leave to the debt, or by reimbursing the USM with cash.
 - G. Annual, sick and holiday leaves earned, and personal leave credited while on ASL shall be applied as earned/credited.
 - H. Additional requests for ASL will not be granted until all previously granted ASL 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 ASL, consecutive to that already granted, is needed to cover the employee's continued absence arising from the original mental or physical illness, injury, or condition.
 - I. The President or designee may refer an employee who is on advanced sick leave as follows:
 1. The employee may be referred to an USM Institution-named physician 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 IV.B.3 shall apply.

VI. EXTENDED SICK LEAVE

- A. An employee who is appointed at least 50% time and who sustains a temporary, recoverable mental or physical illness, injury, or condition, or serious disability may request Extended Sick Leave ("ESL"), subject to the following conditions:

The employee shall:

1. Have been in USM and/or State service for at least five (5) years;
2. Have exhausted all types of accrued leave and Advanced Sick Leave; and

3. Have a satisfactory record of work performance and no record of sick leave or SSL abuse.
- B. Extended Sick Leave is not an entitlement. The granting of requests for ESL shall be at the discretion of the President or designee based on operational needs and the employee's record of work performance and record of sick leave or SSL abuse.
- C. The maximum cumulative total of ESL available to an employee while in USM or State service is twelve (12) work months (52 work weeks).
- D. Annual, sick and holiday leave earned, and personal leave credited while on ESL shall be applied as earned/credited.
- E. Written requests for extended leave shall be submitted to the President or designee and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Section V of this Policy.
- F. The President or designee may refer an employee who is on ESL as follows:
 1. If there is a conflict between the employee's physician and the Institution-named physician, the provisions of Section IV.B.3 shall apply.

VII. LEAVE DONATION

- A. Under the authority of its President, each USM Institution may develop and implement a policy establishing an employee leave donation or leave bank program whereby employees may donate accumulated and unused SSL and/or annual leave. Donated leave may be used by employees faced with their own or immediate family member's serious health condition as defined by the Institution's policy on Family and Medical Leave.
- B. Such a policy shall define the terms and conditions under which employees may participate in such a program and the procedures for doing so, and must contain the following:
 1. For an employee donating leave to another employee or to a leave bank:
 - a) A required minimum remaining leave balance after the donation; and
 - b) A maximum limit of no more than 96 hours that can be donated by each employee per calendar year.
 2. For the recipient of donated leave:

- a) A requirement that the employee have at least 180 days of USM or State service;
 - b) A requirement that the employee have exhausted all earned and available paid leave; and
 - c) A maximum limit on the number of donated leave hours an employee may receive over the lifetime of the employee's career.
3. Such policy shall also contain procedures regarding treatment of any donated leave not used by the recipient.
- C. Employees granted accident leave or temporary total disability benefits by the Workers' Compensation Commission are not eligible to receive donated leave under such a program.

IMPLEMENTATION PROCEDURES:

Each President shall identify their designee(s) as appropriate for this policy, develop procedures as necessary to implement this policy, communicate this policy and applicable procedures to their Institutional community, and post it on the Institutional

Appendix B

Title 13, Subtitle 2 - University of Maryland Regular Employee Grievance Procedures Section 13-201 et seq.

MD Education Code § 13-201 (2024)

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

MD Education Code § 13-203 (2024)

- (a) 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 of this subtitle. 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) (1) 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.

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

(f) (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