

MEMORANDUM OF UNDERSTANDING

between

FRATERNAL ORDER OF POLICE, LODGE # 145



and

COPPIN STATE UNIVERSITY



Sworn Police Officers Bargaining Unit

July 1, 2020 – June 30, 2022

PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between Coppin State University (hereinafter referred to as the "the University") and the Fraternal Order of Police, Lodge #145 (hereafter referred to as the "FOP" or the "Union". It has as its purpose the promotion of harmonious relations between the University and the FOP; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of pay, hours of work and other conditions of employment.

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

ARTICLE 1. RECOGNITION

Section A. Exclusive Representation

The University recognizes the Fraternal Order of Police Lodge #145 as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours, and working conditions. This recognition is granted in accordance with the provisions of Section 3-402 *et seq.* of the State Personnel and Pensions Article of the Annotated Code of Maryland.

Section B. Definition of a bargaining unit

All eligible Sworn Police Unit employees, as described in the federal Fair Labor Standards Act employed by Coppin State University, excluding managerial, supervisors, confidential employees as defined in regulations adopted by the governing board of Coppin State University; and all other statutory exclusions as prescribed by Title 3 of the State Personnel and Pension Article (2001 Supplement), Section 3-102(b)(9) and (10), whose classifications are incorporated into the formal certification issued by the Maryland State Higher Education Labor Relations Board on June 17, 2013.

Section C. Creation of new positions or classifications

In the event the University hires or assigns employees to positions or classifications not previously covered by the Certification issued by the Board, the parties agree to meet and any disagreements concerning the inclusion or exclusion of such new classifications in the bargaining unit shall be promptly submitted to the Board for unit clarification and disposition.

Section D. Disputes over existing classifications

Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of execution of this MOU shall be discussed by the Parties. Any disagreements concerning the continuing inclusion or exclusion of existing classifications or positions in the bargaining unit shall be promptly submitted to the Maryland Higher Education Relations Board (hereafter referred to as the "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 disputed classifications or positions.

Section E. Contracting out

The rights of the University as articulated in the Higher Education Labor Relations Act Section 3-302 of the State Personnel and Pensions Article of the *Annotated Code of Maryland*, as it may be amended from time to time, are hereby incorporated into this MOU. The University recognizes the integrity of the bargaining unit and will endeavor to use bargaining unit employees to perform all University functions in preference to contracting out with the private sector. Except as limited by the provisions of this MOU, the University shall have the right to manage the University and the work force. The University reserves the right, on a temporary basis, to call upon other local and regional law enforcement agencies for the purpose of supplementing the University's sworn police personnel for special events or as otherwise needed due to concerns for public safety. It is the exclusive right of the University to set standards or services to be offered; to determine the methods, means, personnel, and other resources by which the University's operations are to be conducted and to exercise control and discretion over its organization and operations.

ARTICLE 2. MANAGEMENT RIGHTS.

Recognizing the right of employees to be treated with dignity and respect by management in all respects in the operations of the University, and in recognition of the other rights employees may enjoy under the terms of this MOU, including the right to utilize the grievance procedure provided herein, the parties to this MOU recognize that the University is entitled to exercise certain inherent and statutorily granted management rights, as recognized in Section 3-302 of the State Personnel and Pensions Article of the *Annotated Code of Maryland*, and as limited by specific Sections of this Memorandum, including (but not limited to) the right to determine the purpose and mission of the University; to determine its budget; to alter the composition and size of the workforce, including the right to relieve employees from duty because of lack of work or for other legitimate reasons; to hire, assign, and transfer employees as the needs of the University require, and to direct their work; to set standards of conduct, including the right to discipline employees for just cause; to determine the location, methods, means, personnel and equipment by which its operations are to be conducted; to establish and adjust the University calendar, including the date on which holidays recognized under this Agreement are to be celebrated; and to set minimum standards and qualifications for employees.

ARTICLE 3. FOP RIGHTS.

Section A. Union Use of Department Office Equipment.

Members of the FOP Lodge #145 will be permitted access to a University-owned office computer located in the Police Department headquarters building on campus, as well as a printer/copier and fax machine, for the purpose of communications with members of the bargaining unit as needed from time to time. Communications requiring computer-generated, printed materials shall not be excessive in number or in length; nor shall it interfere with the law enforcement and/or operational needs of the Department. Such computer usage shall only be permitted for University employees who are members of the FOP Lodge #145 members to perform union-related business, and such usage shall only be permitted during non-working hours of the designated users. It is understood that police department needs take priority over the Union's right to access such equipment under this provision.

Section B. Union File Cabinet

Through its Lodge #145 members, the Union will be provided with a locker, to be located in the Police Department for the purposes of storage of Union materials.

Section C. Union Bulletin Board.

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

Section D. Use of Space for Union Meetings

Members of the FOP Lodge #145 shall have the right to use offices within the Public Safety department and/or reserve space in Human Resources to hold meetings. Said meetings shall be of reasonable duration, and meeting locations on campus shall be secured by using existing scheduling procedures and subject to availability of the requested space. The University reserves the right to move activities or events to alternate locations when necessary. Such meetings will not interrupt University work, and will not involve employees who are scheduled to work during the time(s) of such meetings.

Section E. Union Participation in New Hire Orientation

An FOP representative and a new hire to the bargaining unit will be allowed twenty (20) minutes without loss of compensation for the purpose of discussing the MOU and Union membership. This meeting will be coordinated by the Office of Human Resources or designee.

Section F. Access of Employees to Union Representation

All employees have the right to Union representation at any meeting concerning a grievance under this MOU, any disciplinary proceeding when receiving documentation in advance of possible disciplinary action. An employee shall be given twenty-four (24) hour notice prior to such a meeting to enable him/her time to obtain Union representation. It is understood that this MOU does not provide employees the right to Union representation for attending meeting with their supervisor for the purpose of discussing or receiving their performance evaluations.

Section G. FOP Dues

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

ARTICLE 4: DISCRIMINATION AND NON-RETALIATION.

Section A. Non-Discrimination.

The University and the Union agree that they shall not discriminate against any employee with respect to salaries, wages, hours or other conditions of employment on the basis of age, sex, marital status, race, color, creed, national origin, sexual orientation, genetic information, political

or religious affiliation or belief, mental or physical disability, gender identity and expression, or Union activities. This Section shall be interpreted in accordance with State and federal law and Maryland Executive Orders.

Section B. Non-Retaliation for Filing Grievances and Union Activities.

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

Section C. Compliance with the Americans with Disabilities Act.

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

Section D. Prevention of Sexual Misconduct & Harassment.

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

ARTICLE 5. COMPENSATION.

Section A. Merits and COLAs

During the term of this contract, any bonus, COLA, or Merit Pay adjustment shall be subject to the General Assembly's prior approval and funding and all controlling direction or restrictions imposed by the Governor, General Assembly and/or the USM.

Section B. Limited Reopener for FY2022

The parties will reopen negotiations under this MOU beginning in the first week of September 2020 for the sole purpose of seeking to reach agreement as to what COLA, if any, and what merit pay adjustments, if any, and what funding conditions and requirements for both items shall be included in the USM budget request submitted to the Governor for

FY2022. All other terms and conditions of the MOU covering the period July 1, 2020 – June 30, 2022, shall remain in full force and effect, except as otherwise provided therein.

Section C. Trainee Reclassification & Salary Increase Upon Probation Completion

A UPO I will be reclassified to a UPO II and receive a 2.5% adjustment in salary after successful completion of the probationary period. The following criteria denotes successful completion of the probationary period:

- a. Successful completion of mandated training approved by the Maryland Police and Correctional Training Commission
- b. Receives a minimum of “meets standards” ratings in every component of his/her first annual evaluation.

Probationary period for employment purposes will be one (1) year from the date of academy completion or date of hire, as long as the employee has achieved academy certification.

Section D. Salary

- (1) Effective July 1, 2020, all bargaining unit employees shall receive a one-time salary adjustment or flat rate payment in accord with negotiated agreement between parties, as set forth in Attachment 1.
- (2) Adjustments shall be made based on the employees’ completed years of service with Coppin State University as of June 30, 2020 and shall not constitute an agreement to provide additional increases during the term of this contract on the basis of the employees’ years of service.
- (3) In the event that there is no increase to an employee’s base salary as described in subsection (1) and (2) above, the employee shall receive a one-time, lump sum payment of \$1,000 on the first pay period after July 1, 2020. Such payment shall not be included in the employee’s base salary. Any and all lump sum payments represent the gross payment amount. The actual amount received by an eligible employee is subject to taxes and withholdings as required by law.

Section E. Salary for Lateral Hires

No laterals will be hired into the ranks covered by this MOU above the UPO II police officer rank.

- (1) The University shall hire and compensate all new employees and non-USM lateral employees in accord with the USM non-exempt salary schedule and in consideration of internal equity. Employees who lateral from another University police department shall be hired in accordance with section 2 below.
- (2) Sworn Police Laterals from within the University System of Maryland. Understanding that there exists pay disparities between University police departments within the University System of Maryland, laterals accepted from other Universities (or other state police departments) will transfer in at their current rate of pay. However, if that rate of pay is not within the salary schedule for their years of service as a University System sworn police officer, the employee

shall receive no COLA Increases until they fall within the appropriate pay structure. Laterals under this subsection shall receive Merit increases.

Section F. Acting Capacity Appointment and Temporary Assignment Pay

1. Acting capacity appointment is defined as the action of appointing an employee to a different position on a temporary (or interim) basis where there is a vacancy and/or operational need that is anticipated to exceed thirty (30) consecutive calendar days. An acting capacity assignment may be made for up to twelve (12) months; one extension of up to six (6) additional months may be considered based on the operational need of the University. Acting capacity assignments are voluntary, except in emergency situations. The length of the acting capacity will not be considered in itself a determination of whether or not an emergency exists which would warrant the involuntary assignment of acting capacity.
2. A temporary assignment is used when adding or replacing job duties to an employee's existing position on a temporary basis. A temporary assignment of additional duties or removal of duties may or may not result in an increase in compensation or a change in title.
3. When an employee is appointed to or actually serving in an acting capacity for a period of more than thirty (30) consecutive calendar days, then the employee shall be eligible for a salary increase of not less than six percent (6%) retroactive to the first day of performing the higher duties. Upon conclusion of the acting appointment, the employee's salary reverts to the employee's last regular salary rate in effect prior to the acting appointment, plus any adjustments for any intervening salary adjustments, other than acting capacity pay, that have occurred. The same shall be true for temporary assignments when such assignments qualify an employee for an increase in compensation.
4. A job class review may be conducted for all temporary or acting capacity assignments that last or are expected to last more than thirty (30) consecutive calendar days.

Section G. Shift Differential

1. When a department has more than one shift, employees who work on a shift that begins between 2 p.m. and 1 a.m. shall receive at least \$1 per hour in addition to their hourly rate of pay for all hours compensated.
2. Employees who work four (4) hours or more into a qualifying shift shall receive the appropriate shift differential for all hours worked in the additional shift.
3. Employees who fail to work a qualifying shift, even though regularly assigned to it, by reason of leave without pay are not eligible to claim the shift differential for such shift. Payment of shift differential is authorized for employees who are permanently assigned to a qualifying shift while on approved leave with pay. Such payment of shift differential will cease, however, after ten (10) workdays of continuous paid leave for which there had been a shift differential payment.

Section H. Officer-in-Charge Pay

Sworn police officers who serve in the capacity of officer in charge (OIC) will receive an additional \$10 pay per shift.

Officers selected for the OIC designation may voluntarily decline to serve in the OIC capacity on their scheduled shift.

Section I. Pay Following Reinstatement

USM Policy VII-9.60 Policy on Salary Upon Reinstatement (approved by the Board of Regents June 9, 1995) shall be followed.

ARTICLE 6. SCHEDULE

Public Safety is a 24-hour operation based on three (3) ten-hour shifts with a paid ½ hour meal break.

Section A. Work Week

The standard workweek consists of four 10-hour days, equivalent to forty (40) hours of actual work in a seven-day period. Overtime is based on any hours worked beyond 40 hours in a standard workweek. The University has the right to implement any work schedule change (workdays and/or scheduled shifts) it deems appropriate. In the event, the University or the FOP desires to modify the work schedules, the parties agree to meet and mutually agree on the proposed schedule changes at least twenty-one (21) calendar days in advance of the change.

Section B. Work time includes:

All time that an employee is on duty or at a prescribed place of work;

Any time that an employee is assigned to work, including, but not limited to, all time that the employee is on duty; appearance before a court or administrative body on behalf of the University; time spent in traveling required by the University during regular working hours, excluding time spent traveling from home to work and work to home; and non-voluntary meetings, committee work and training required by the University. Work time also includes any category of paid leave.

Unscheduled shift coverage will be applicable to only those hours when the shift is below minimum coverage.

Section C. Scheduled Overtime/Unscheduled Overtime

No officer will work more than sixteen (16) hours in a twenty-four (24) hours period without direct authorization from the Chief of Police due to emergency conditions.

Due to the overlapping 10-hour schedule:

1st shift – 2030 hours to 0700 hours

2nd shift – 0630 hours to 1700 hours

3rd shift – 1430 hours to 0100 hours

Overtime will cover the hours of the shifts which do not overlap:

1st shift – 2200 hours to 0630 hours

2nd shift – 0700 hours to 1200 hours

3rd shift – 1630 hours to 2100 hours

Priority for unscheduled overtime will be as follows:

When shift coverage is insufficient, generally caused by call offs, the senior officer/corporal of the previous shift will have the first opportunity to work the required over time. The overtime will then be offered to the rest of the shift by seniority. If no member of the previous shift desires to work the required overtime, the shift supervisor will attempt to contact members of the shift that follows the short shift to attempt to get coverage. If that fails the required overtime will be open to all sworn members of the department.

1st shift coverage will require the availability of off duty officers who will not have worked with the twenty-four (24) hours period of the coverage required (would not exceed sixteen (16) hours in a twenty-four (24) hour period).

2nd shift coverage priority will be given to the officers on the 1st shift followed by those scheduled to report for duty on the 3rd shift.

3rd shift coverage priority will be given to the officers on duty on the 2nd shift followed by those scheduled to report to duty on the 1st shift.

In rare circumstances, when no employee from the list is available or everyone has rejected the opportunity to perform the available overtime work, the University will assign the work to that officer with the least seniority within the job classification on the preceding shift.

All overtime events will be posted in the roll call room. The posting will include the activity, date, time of the overtime, and the number of sworn personnel required. The posting will include the date and time of the posting. In instances where there are multiple days and multiple events, no officer will be allowed to sign up for more than one event until all officers have an opportunity to sign up. Thereafter, if there remain events not signed up for officers can then sign up for a second event. This process continues until all officers who desire to work the overtime have signed up or all events are covered.

Except in the case of illness or personal emergency, once an officer signs up for overtime it is their responsibility to work the event or find a replacement. Overtime is treated like any tour of duty.

Scheduled overtime will be given out via a seniority list. The list will be continually rotated from top to bottom when the bottom is reached the rotation will be returned to the top. This give all officers an equal opportunity to work overtime (officers may opt off the list). Overtime is granted by all overtime available not by single events.

Mandatory overtime shall only be for emergencies and special campus events, such as graduation and convocations, and when the campus closes due to inclement weather. When less than a full complement of staff is needed, and when volunteers cannot fill the need, then mandatory overtime shall be assigned to employees in reverse order of seniority.

Section D. Overtime Payment

All hours worked under the overtime provisions of this MOU shall be paid to the officer on the next regularly scheduled payday provided that such hours of overtime took place and were reported before the payroll reporting deadlines in effect at that time. In no event should payment of overtime be delayed for more than one (1) full pay period, provided the officer has timely submitted an accurate timesheet.

Section E. Mealtime Compensation

An unpaid thirty (30) minute, duty-free mealtime period will be included in the shift of all officers assigned to call for service assignments as defined by the University. Mealtime scheduling shall be at the discretion of the on-duty supervisor. If an overlapping ten (10) hour schedule is instituted, the meal break period will be inclusive in the duty day.

Section F. Days Off

When possible, assignments to shifts and assignments to schedules with different days off on the same shift will be done on the basis of seniority within the same classification and/or title. The only exception to this shall be when a special agreement has been made: (1) with a particular officer for compelling personal reasons; (2) that agreement is consistent with the MOU; and (3) the Chief has consulted with the Union and has given the Union written notice of the exception prior to its effective date. For purposes of this MOU, seniority is based on the officer's date of hire at Coppin State University as a sworn police officer. After three years of service at the University, all state University seniority as a sworn police officer shall count as Coppin State University seniority.

Officers will be given preference with respect to shift assignments with different days off on the same shift only when the shift and days off are available based on seniority.

If an officer is required to report for work on a scheduled day off, the University will compensate him/her at time and one half his/her regular rate for all hours worked.

Section G. Notice and Process for Schedule Changes

With as much notice as possible but generally at least two (2) weeks' notice, the supervisor may require a change to an officer's scheduled starting and ending times to accommodate the specific requirements of the department. There shall be no changes in schedules or shifts to avoid the payment of overtime.

Unless agreed to by the employee, a schedule change shall not affect an employee's previously approved scheduled leave.

In the event that the University changes a schedule, shift or shifts, the University shall provide a written notice to all officers of the possibility of a shift change and ask for volunteers.

Section H. Pre-Arranged Duty Assignment Pay

An officer with a written summons to court, a hearing or a staff meeting in connection with his/her official duties during off-duty time will be compensated at one and one half (1½) times the regular straight-time rate of pay for time spent at this pre-arranged duty for a minimum of three (3) hours. An officer required to appear during the morning session and afternoon session of the same case or a different case in the same day, upon presentation of written

documentation from the court, *i.e.*, judge, clerk, prosecutor, attorney, etc., shall receive two (2) minimum payments of two (2) hours under this Section.

Section I. Call Back and On-Campus Emergency (Off Duty Personnel)

Officers who are called to report to work on their regular day off or who have been recalled to work after having left the University's premises, shall be guaranteed a minimum of two and one half (2½) hours of pay at their regular rate of pay for actual hours worked or at the applicable overtime rate.

Employees called back to work due to dereliction of duty (incomplete or inaccurate reports requiring correction or completion when there was adequate free time for the employee to complete the work and/or do it accurately during regular working hours) shall only be paid for hours actually worked.

Section J. Training Time

An officer attending an off-campus training session mandated by the University on his/her off-duty time will be compensated at one and one-half (1½) times the regular straight-time rate of pay for all verified hours spent at the training session as well as reasonable travel to and from the training site, not to exceed eight (8) hours per day without approval of the Chief or his/her designee. There will be a three (3) hour minimum for assigned training time pursuant to this Section, provided that no reasonable attempt was made at least four (4) hours in advance to inform the officer of a change in the training schedule, unless less time is provided due to unforeseen events, such as weather conditions.

If the officer reports late for the training session without the authorization of the training sponsor, the officer will have his/her compensation reduced by the amount of time the officer reported late.

Officers failing to report for training will be rescheduled for said training based on the operational needs of the department.

Section K. Shift Differential

Employees who begin a shift between 2:00 p.m. and 1:00 a.m. shall be given a shift differential of \$1.00 per hour for all hours work.

Section L. Overtime Pyramiding

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

ARTICLE 7. SHIFT STAFFING

Each patrol shift on a permanent basis will have assigned one (1) sergeant and one (1) corporal. When either position is vacant, a temporary acting sergeant will fill the sergeant position and an acting corporal will fill the corporal position. Optimum shift coverage will consist

of three (3) or more sworn police personnel to include a sergeant or corporal, or in their absence an officer in charge. Minimum shift coverage will consist of two (2) sworn police officers to include a sergeant or corporal, or in their absence an officer in charge.

Sworn police officers who serve in the capacity of officer in charge will receive an additional \$10 pay per shift.

ARTICLE 8. HOLIDAYS

SECTION A. Recognized Holidays

1. All Officers earn the following recognized holidays:

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

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

Section B. Day of Observance

When a holiday falls on a Saturday, it is observed on the Friday before, and when a holiday falls on a Sunday, it is observed on the following Monday. The University reserves the right to assign holidays. Holiday leave is subject to supervisory approval and must be requested one week in advance. Holiday leave request will only be approved if minimum shift coverage as defined in Article 7 can be maintained.

As sworn police personnel work 365 days a year, 24 hours a day, sworn police may take holidays on the calendar date the holiday occurs or use the accrued holiday leave on a date after the holiday has passed.

Section C. Operations

Officers shall receive a regular day's compensation at their regular hourly rate for every holiday the employee observes. If an Officer is required to work on a holiday or a day of holiday observance, the Officer will be paid 1 ½ times the applicable rate of pay for all hours worked (equivalent to 15 hours of pay for 10 hour shifts) including overtime if applicable, and normally be granted the holiday on a different day.

Effective, July 1, 2016, officers working on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will receive compensation at a rate of time and one half for each hour worked in addition to receiving an additional day off.

Officers must have supervisory approval prior to scheduling a substitute holiday. Approval shall be based on operational needs and shall not be unreasonably denied.

Section D. Use of Deferred Holidays

Officers shall have at minimum the same holidays as employees in all other bargaining units. If an officer works on a holiday, then in addition to any other rights that may accrue from working on that holiday, the officer may opt to defer use of that holiday to another time.

Officers who work on a holiday and who defer the use of that holiday to another date, shall have until the end of the first pay period in the following calendar year to take that holiday, except for holidays which fall between November 20 and December 31, which must be taken on or before June 30 of the following calendar year. Deferred holidays that are not taken within the prescribed times provided herein shall be forfeited.

Section E. Holiday Termination Payment

Officers who leave their employment at the University for any reason are entitled to be paid for any unused holiday leave that has been earned and not used as of the date of separation. If a holiday is taken and the Officer severs employment before the holiday is earned, the Officer will pay back the holiday upon severance.

ARTICLE 9. LEAVE

Section A. Annual Leave

Annual Leave for employees covered by this MOU is governed by USM Policy VII-7.00 Policy on Annual Leave for Non-exempt Staff and Coppin State University policies and procedures, as amended from time to time.

Section B. Sick Leave

Sick Leave for employees covered by this MOU is governed by USM Policy VII-7.45 Policy on Sick Leave for Exempt and Non-exempt Staff Employees and Coppin State University policies and procedures, as amended from time to time.

Section C. Family and Medical Leave ("FML" Leave)

Family and Medical Leave for employees covered by this MOU is governed by USM Policy VII-7.50 Policy on Family and Medical Leave and Coppin State University policies and procedures, as amended from time to time.

Section D. Leave Reserve Fund (LRF)

Leave Reserve Fund for employees covered by this MOU is governed by USM Policy VII-7.11 Policy on Leave Reserve Fund for Exempt and Nonexempt Staff Employees on Regular Status and Coppin State University policies and procedures, as amended from time to time.

Section E. Personal Leave

Personal Leave for employees covered by this MOU is governed by USM Policy VII-7.10 Policy on Personal Leave for Regular Exempt Employees and Coppin State University policies and procedures, as amended from time to time.

Section F. Jury Service Leave and Legal Actions Leave

Jury Service Leave and Legal Actions Leave for employees covered by this MOU are governed by USM Policy VII-7.21 Policy on Jury Service and Coppin State University policies and procedures, as amended from time to time.

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

Section G. Educational Leave and Professional Improvement Leave

Educational and professional leave for members of the bargaining unit are governed by the applicable University System of Maryland and Coppin State University policies and procedures, as amended from time to time.

Section H. Training and Professional Development

In addition to leave currently provided in University System of Maryland policy, each bargaining unit member shall be granted up to sixteen (16) hours of paid release time each year for the purpose of developing skills and gaining knowledge to enhance their value as an employee of the University, even where such training is not directly related to the job skills required for their current position. Such training shall be subject to the University's approval and the release time shall be subject to the supervisor's approval. Release time made available under this provision shall be subject to proof of attendance and successful completion of training.

Section I. Administrative Leave

Administrative Leave for employees covered by this MOU is governed by applicable University System of Maryland and Coppin State University policies and procedures, as amended from time to time.

Section J. Military Leave with Pay

Military Leave for bargaining unit members is governed by applicable University System of Maryland policies and procedures as amended from time to time.

Section K. Call-Up to Active Military Duty during a National or International Crisis or Conflict

Military Leave for Call-Up to Active Duty during a national or international crisis or conflict for employees covered by this MOU is governed by applicable University System of Maryland policies and procedures as amended from time to time.

Section L. Leave of Absence without Pay

Leave of Absence without Pay for employees covered by this MOU is governed by applicable University System of Maryland and Coppin State University policies and procedures, as amended from time to time.

Section M. Leave for Disaster Service

Disaster Service Leave for employees covered by this MOU is governed by applicable University System of Maryland policies and procedures, as amended from time to time.

Section N. Accident Leave

Accident Leave for employees covered by this MOU is governed by applicable University System of Maryland and Coppin State University policies and procedures, as amended from time to time.

Section O. Parental Leave

Parental leave for employees covered by this MOU is governed by applicable University System of Maryland and Coppin State University policies and procedures, as amended from time to time.

ARTICLE 10. LEAVE FOR UNION ACTIVITIES.

Section A. Amount of Union Leave.

The total amount of-Union-detailed leave granted during a fiscal year may not exceed 112 hours, which is to be used for the purpose of conducting Union business and participating in approved Union activities including but not limited to attendance at national (such as Law Enforcement Officers Memorial Day), state and regional FOP meetings, and off-campus Lodge business, including regular and emergency meetings of FOP Lodge # 145.

Time taken under this provision shall be used in one-hour increments. The Vice-President of the FOP Lodge #145 shall keep an accurate account of all Union detailed Leave used and shall make the records available to the Chief or designee upon request. The Office of the Chief will be responsible for monitoring official records of Lodge detailed leave usage.

Section B. Requests for Union Detailed Leave.

All requests for Union detailed leave shall be submitted to the University Chief of Police or his/her designee, in writing by FOP Lodge # 145 no later than thirty (30) working days in advance of the day on which the leave is to begin and shall include: (1) A general description of the activity and its purpose; (2) the date and location of the activity; (3) the name(s) of the employee(s) for whom Union leave is being requested; and (4) the number of hours being requested.

Section C. Approving Union Detailed Leave Requests.

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

Section D. Release Time for Processing Grievances.

Bargaining unit member(s) will be allowed paid release time that is not charged against hours provided in Section 1 of this Article for the purposes of processing grievances, addressing disciplinary actions, and conferring with management concerning grievances and collective bargaining issues.

ARTICLE 11. TUITION REMISSION

The University and the Union agree that, during the duration of this MOU, members of the bargaining unit and their eligible dependents will continue to receive tuition benefits as currently provided and as stated in the Board of Regents Policies on Tuition Remission for Employees and Dependents. Such benefits shall be available to regular employees and their dependents at the University and any other University System of Maryland institution that honors the reciprocity commitments prescribed in the aforesaid Board of Regents Policies, even in the event such Policies change during the life of this MOU. Employees choosing to exercise their right to enroll in classes at the University or other University System of Maryland institutions pursuant to this Article shall be required to obtain advance approval from their supervisor(s) before taking such courses as are offered during the employees' scheduled work time.

ARTICLE 12. INSURANCE

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

The University recognizes that employees in this bargaining unit receive additional benefits (e.g., death benefits and funeral benefits) which are provided by law. These benefits are in addition to workers' compensation benefits and other insurance.

ARTICLE 13. RETIREMENT

Employees covered by this MOU who are otherwise eligible shall be allowed to participate in the Law Enforcement Officers' Pension System (LEOPS), as appropriate, subject to all the terms

and conditions of that System and its respective Plan, including any modifications made to that System during the term of this MOU. All disputes or grievances regarding the Retirement and/or Pension Systems and Plans shall be resolved in accordance with the procedures specified in the plan(s) or by applicable law.

ARTICLE 14. TRANSPORTATION

Section A. Parking Rates

The University approved a 5% increase in parking rates for FY2021. Effective July 1, 2020, the new annual rates will be as follows:

LOT	Rate
Reserved/Premium Gated Lot	\$473
Reserved Lot	\$378
Unreserved Lot	\$189

The University agrees to manage additional parking fees generated by any increases in the cost of parking for the sole and limited purpose of managing and making improvements to the roads and parking facilities on campus, including supporting services such as administration, security, and physical plant personnel. No bargaining unit member shall be charged more for the cost of comparable parking than charged to other University employees. Among the factors which the University may consider in the process of contemplating proposed changes in the cost of parking fees are the following: (1) the extent to which such increases are due to higher costs incurred by the University for parking, such as the need to fund additional parking structures or to add additional parking lots/spaces; (2) costs incurred due to the maintenance and repair of existing parking structures and/or lots, such as painting, asphalt repairs, curbing, pothole repair, outside street lighting, additional safety paraphernalia such as signs, flashing lights, and speed humps, etc.; (3) associated costs for managing and maintaining parking and transportation services such as parking attendants and shuttle bus operations; and (4) such other criteria as directly impact the cost of providing on-campus parking.

Section B. Transit Benefit

In accordance with Maryland law, the University provides free ridership services for all bargaining unit members on the Maryland Transit Administration's (MTA) light rail transit system, metro subway, local bus service, commuter bus service in the Baltimore region, and any other systems and services specified by the MTA. (**Excludes the MARC trains, any special event buses, and any commuter buses other than lines 120, 150, and 160).

To access transit for free, bargaining unit members must pick up stickers to affix to their university identification badges from the Office of Human Resources.

ARTICLE 15. LABOR-MANAGEMENT COMMITTEE

Section A. Purpose of the Committee

The University and the FOP agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either Party and to jointly procure solutions to such concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this MOU. However, the Committee shall not serve as a substitute for formal negotiations when such is necessary and required.

Section B. Composition of the Committee

The University and the FOP shall appoint two (2) members each to the Labor-Management Committee. The Committee shall meet once every three (3) months or as needed. Meetings of the Committee will be limited to two hours duration, but may be extended by mutual agreement. The committee will be chaired by the Department of Human Resources designated participant.

Section C. Work Related to the Tasks of the Labor-Management Committee

Time spent in Labor-Management Committee meetings shall be paid time. Union representatives shall be allowed work time to complete assignments that have been assigned by the Labor-Management Committee. The employee's supervisor shall approve when the employee may be relieved from duty to undertake such assignments, based upon the needs of the department; however, such approval shall not be unreasonably withheld.

ARTICLE 16. POSITION DESCRIPTIONS

Section A. Providing Employees with Position Descriptions

Sworn Police Officers shall be provided with copies of the appropriate job specification prepared by the University System of Maryland that outlines the responsibilities and minimum qualifications for the position.

Section B. Receipt of Written Position Descriptions

1. When a bargaining unit member commences employment in the position, and whenever there is a change in the position description, the supervisor shall provide the employee with a written position description which generally outlines the responsibilities of the position and the minimum qualifications for the position. Each position description and each revision of the position description that results from a significant change in the general responsibilities assigned to the position or in the duties being performed by the employee in that position shall be dated and include the initials of the supervisor and employee showing the date that it was given to the employee. The supervisor shall discuss with the employee any revision of the position description that results from a significant change in the general responsibilities assigned to the position or in the duties being performed by the employee in that position.
2. Upon request, a bargaining unit member who applies for another bargaining unit position shall be provided with a position description.

Section C. Maintenance of Documents

The Office of Human Resources shall maintain copies of all position descriptions and revisions of position descriptions. All employees and the Union shall have the right to review and receive copies of any position description.

Section D. Consistency with Job Classification

The minimum qualifications, duties and responsibilities assigned to a position shall generally be consistent with the minimum qualifications, duties and responsibilities for the position's assigned classification. Inconsistencies shall be handled in accordance with Article 18 (Reclassification). However, skilled trades employees who are deemed essential to the safety of the University's operations (*USM Policy VI- 12.00 Policy on Emergency Conditions*), at the discretion of the University, may be expected, as part of their job duties, to assist in snow removal and other activities resulting from inclement weather.

ARTICLE 17. PERFORMANCE EVALUATION

Section A. Definitions

1. Performance Management Process – is an ongoing communication process between the employee and the employee's supervisor regarding the performance standards/expectations during the twelve-month rating period. The three-step process includes: a meeting establishing standards/expectations and performance factors/goals (held in March/April – beginning of the evaluation period); a meeting mid-year providing feedback and coaching (held in September/October); and performance review, completion of the evaluation for the 12-month period ending March 31, and discussion (held in April).

2. Supervisor – for purposes of conducting the performance evaluation, the supervisor shall ordinarily be the employee's immediate supervisor who is usually responsible for assigning and reviewing the employee's work, signing time sheets, and approving leave.

Section B. Performance Ratings

Employees shall receive a written performance review upon successful completion of their probationary period and every April thereafter for the period ending March 31. The purposes of the performance evaluation are to establish a communication tool to ensure that employees are performing at acceptable levels, to provide a means by which to document performance, and to establish a procedure for correcting performance problems should they occur. An employee shall be rated on the achievement of performance factors/goals established by the employee and supervisor during the annual expectations meeting. An employee shall receive one of the following ratings at the performance review (Performance Management Process "PMP" Form attached as Appendix B):

- a. Outstanding
- b. Above Standards
- c. Meets Standards
- d. Below Standards
- e. Unsatisfactory

No quotas or other limitations shall be applied to employee ratings. The University shall not allow or condone the deflation or lowering of an employee's performance rating in an effort to avoid payment of a salary increase based on that rating.

Section C. Expectations Meeting (Establish Goals and Objectives)

During March or April of each year, an employee will meet with the supervisor who will be responsible for conducting the employee's performance review for the upcoming year. At the

expectations meeting, the supervisor and the employee will discuss and establish the specific performance factors/goals for which the employee will be held accountable. Performance factors/goals should be reasonably specific, attainable and job-related. The expectations meeting will be documented in writing and signed by both the supervisor and the employee.

Section D. Performance Evaluations “Below Standards” and “Unsatisfactory”

To rate an officer “below Standards or Unsatisfactory” the evaluator is required to show written documentation that there were attempts made to improve performance during the evaluation period. When an employee receives a year-end performance evaluation that is “Below Standards” or “Unsatisfactory,” the supervisor is required to meet with the employee as soon as possible to provide feedback/coaching for the employee’s use during the subsequent evaluation period and to take other appropriate measures to improve the employee’s performance until the employee’s performance is raised to “Meets Standards” or the employee is demoted or terminated. When an employee has been advised at a mid-year evaluation that his/her performance is “Below Standards” or “Unsatisfactory,” the supervisor shall note and advise the employee of those areas that need significant improvement in job performance. Such notation will include: (1) any modifications made to the employee’s expectations; (2) tasks and standards that will assist the employee in accomplishing overall objectives for the next evaluation period; and (3) any training needs established.

Section E. Year-End Performance Evaluation

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

1. The overall performance rating;
2. The employee’s job description;
3. Recommendations for training/development, if applicable.

Where an employee did not have an opportunity to perform work described by a performance factor/goal, that factor/goal will not be considered in the year-end performance evaluation. All applicable performance factors/goals will be applied fairly and objectively. When applying performance factors/goals, equipment and resource problems, lack of training, frequency of work interruptions, and other matters outside of an employee’s control will be considered. Time off on approved leave (sick, personal, annual, etc.) and authorized time for Union representational purposes and other authorized activities will not be considered negatively in the application of performance factors/goals. However, where an employee has been placed on notice regarding a Sick Leave usage problem, the employee’s Sick Leave usage may be taken into account for failure to meet expectations. The supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. Subsequent to the review of the end-of-year evaluation, and after the rater’s supervisor’s review and approval, the employee will be asked to sign the evaluation. A copy shall be given to the employee and another shall be placed in the employee’s personnel file. An employee will be permitted to attach comments and/or objections to an evaluation to be placed in the employee’s personnel file. In the event that the Parties reach an economic agreement during the life of this MOU which calls for merit increases based on an evaluation that is different than “Meets Standards,” then employees will have the right to access the grievance procedure in the event that they wish to contest an evaluation that is less than that which enables them to obtain the merit increase negotiated in accordance with Article 5 of the MOU. Overall performance evaluations that exceed the

level of performance necessary to ensure a merit increase under the aforementioned provision of the MOU shall only be grievable through Step 2 of the grievance procedure.

Section F. Performance Evaluation Pay Adjustment

Employees who achieve an annual rating of “Meets Standards” or above will receive a merit increase in accordance with Article 5. Employees who receive ratings of “Below Standards” or “Unsatisfactory” are not eligible for merit increases, and may be subject to other corrective measures.

ARTICLE 18. RECLASSIFICATION

Whenever a reclassification is to occur or is initiated, an appropriate form will be completed and made available to the Lodge. At the request of the employee and an appropriate supervisor, the University shall conduct a classification study for the purpose of determining whether an employee’s position better fits into a different classification and therefore should be reclassified. The process shall commence with the filing in the Office of Human Resources of an appropriate form that identifies the duties performed by the employee.

When an employee fills out a form for a reclassification, and the supervisor disagrees with the request for reclassification, the form shall be forwarded to the Office of Human Resources with an explanation from the supervisor as to why there is a disagreement. A copy of the supervisor’s written explanation shall be given to the employee at the same time that it is sent to the Office of Human Resources. In the event that the supervisor disagrees with the employee, the Office of Human Resources is not obligated to conduct a classification study, but the decision not to do so and the resultant failure to reclassify the position shall be subject to the grievance procedure. If the Office of Human Resources decides not to perform a study and/or decides not to reclassify the position as requested, then the Office of Human Resources shall notify the employee in writing of such a decision.

Should the employee and supervisor, however, jointly agree that a position should be reclassified, the Office of Human Resources shall have the option of reclassifying the position without conducting a formal classification study.

Any classification study authorized or conducted by the Office of Human Resources shall be completed within thirty (30) days of the filing of the form. A copy of the classification study and the determination by the Office of Human Resources shall be made available to the Union and the affected employee. Should this classification study result in a higher classification, the Union and the employee shall be informed and the position shall be reclassified and an appropriate salary adjustment shall be made in accordance with applicable law.

ARTICLE 19. PROMOTION AND TRANSFER

General

Recognizing the University’s commitment to advancement from within, before it fills any vacancy in a bargaining unit, the University shall give bargaining unit members notice of vacancies in bargaining unit positions.

Section A. Job Announcements

1. Contents

The University shall notify bargaining unit members concerning vacancies in bargaining unit positions via a job announcement containing a description of where the job will be in the University organization (division, school, department, and/or office as appropriate), a general outline of the responsibilities, the minimum qualifications for the job, and the location and deadline for submitting applications.

Section B. Posting

The University shall post the job announcement at least fourteen (14) calendar days before the deadline for filing an application for the vacancy. The job announcement shall be posted on the University web site, emailed to employees in the bargaining unit with campus-based email accounts, and posted immediately outside the Office of Human Resources as well as providing copies of the job announcement to the Union, which may post the announcement on any of its bulletin boards.

Section C. Record of Job Announcements

The University shall keep a record of the job announcements and when each one was posted. This record shall be made available to the Lodge upon request.

Section D. Qualified Applicants

Qualified applicants shall be those applicants, including employees in any bargaining unit, who apply for a vacancy and meet the minimum qualifications for the job as listed on the classification specification. Where provided for in a USM job specification, the University shall allow for the substitution of experience for educational criteria. Otherwise the posting must be strictly adhered to.

Section E. Selecting the Successful Applicant

The University shall select from among qualified applicants for the position. The University shall consider an applicant's seniority, and shall grant interviews to at least the two most senior applicants (based on departmental seniority). All applicants will receive written notice that they were or were not selected as soon as practicable. The determination of the successful applicant for a vacant position shall be made at the sole discretion of the University.

Section F. Transfers

Bargaining unit members who apply to transfer laterally or downward to a position that has been posted will be considered in the same pool as promotional applicants, and their years of service shall be given the same effect. In the event a bargaining unit member is selected for a position that would result in a downward transfer, his/her rate of pay shall be initially reduced to the extent that it exceeds the maximum of the lower salary range.

ARTICLE 20. HEALTH AND SAFETY

Section A. General Duty

The University shall provide each employee with employment and a place of employment that is safe and healthful and free from each recognized hazard that is causing or likely to cause serious harm or death to an employee. The University and the Lodge recognize the need for an effective health and safety program for the mutual benefit of employees and the University. The University agrees to abide by all health and safety laws, rules, regulations and guidelines and adopts those laws as if they were a part of this MOU.

Section B. Duties of the Labor-Management Committee

As a way to promote and maintain safe and healthful working conditions in the workplace, the University and the Lodge agree that the Labor-Management Committee will address these issues as needed. Safety-related issues shall have agenda priority at each meeting of the Labor-Management Committee.

Section C. Cardiopulmonary (CPR) Training

Employees assigned to a job where training in CPR may be a valuable job-related skill as determined by the University shall be offered the opportunity to attend, at the University's expense, CPR training provided by a certified trainer. Denials of CPR training may be appealed to the Director of Human Resources.

Section D. Hepatitis B

Employees who have occupational exposure to blood and other body fluids shall be offered Hepatitis B vaccine and vaccination series at the Employer's expense. Employees who are subject to occupational exposure shall be offered the vaccine and vaccination series within ten (10) working days of initial assignment to a position which involves such exposure unless the employee has previously received the complete Hepatitis B vaccination series antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons from the date of their initial hire. An employee who is subject to occupational exposure to blood and other body fluids may request the University to furnish the individual with the vaccination series at the Employer's expense.

Section E. Communicable Diseases

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Annual training by a certified trainer shall be provided to educate employees whose job duties regularly bring them into contact with communicable diseases as a result of performing their duties. The education shall be in the areas of recognition and prevention of such communicable diseases and blood borne pathogens as established and required by OSHA.

Section F. Physical Exam

The Employer agrees to pay for any physical examinations and necessary tests, as determined by a medical provider, when the health of an employee is affected by an on-the-job injury or exposure to potentially harmful physical agents, toxic materials, infectious agents or by physical

assault while on campus (the physical assault must not be, in any way the fault of the employee). The employee shall be given a copy of any test results and/or reports issued by the medical provider, except that written reports shall be provided free of charge.

Section G. Inspection by Governmental Agencies

Subject to governmental approval, a Lodge representative shall be entitled to accompany officials of any government agency conducting a health and safety investigation of the University where such investigation directly affects bargaining unit members. The University shall furnish a copy of any government agency investigation report to the Lodge representative within two (2) workdays following receipt by the University.

Section H. Unsafe Conditions

The Parties recognize that occasions might arise when an employee is confronted with a choice between not performing assigned tasks and subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose himself/herself to the dangerous condition, he/she will be protected against subsequent discrimination or discipline. The condition causing the employee's apprehension of death or serious injury must be of such a nature that a law enforcement officer, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. Prior to exercising the right to refuse to perform an assigned task under this provision, the employee, where possible, must first have sought from a responsible management representative, and been unable to obtain, a correction of the purportedly dangerous condition. No employee shall be required to drive an unsafe vehicle.

Section I. Indoor Air Quality

The University shall provide healthful air quality and shall attempt to provide comfortable air temperature in all buildings, offices, and indoor spaces in which employees work consistent with federal and state air quality standards.

Section J. Asbestos

Employees who work with asbestos or may be exposed to asbestos in the performance of their duties shall have the required training and personal protective equipment. In the event an asbestos hazard is known or discovered, maintenance employees and employees in the affected area shall be immediately notified of the existence and location of the hazard and the University shall take precautionary measures to protect employees from exposure consistent with federal and state laws. The University shall conduct inspections for asbestos as appropriate and provide a copy of the inspection report to the Lodge.

Section K. Pregnancy Hazard

A pregnant employee assigned to work in an environment that may be harmful to the pregnancy or the fetus may request reassignment to alternate work with proper medical documentation from an appropriate medical provider substantiating the need for a reassignment, at equal pay, within her department. Such a request will not be unreasonably denied. For the purposes of this

Section, harmful environment includes but is not limited to exposure to toxic substance, communicable diseases, or difficult physical demands.

Section L. Renovation and Construction of Workspace

The University shall give employees and the Union notice of significant renovations or construction that affect employees as much as possible in advance of the work to be done. In addition, at minimum, the current practice will continue for getting input from employees regarding such work.

Section M. Personal Protective Clothing

The University will provide all personal protective clothing and/or equipment that are required by applicable laws, regulations, and policies.

Section N. No Retaliation

No retaliation or disciplinary action shall be taken against an employee solely for the good faith exercise of rights under the terms of this Article or under the laws and regulations established by any governmental agency regarding Health and Safety in the workplace and Occupational Hazards.

ARTICLE 21. UNIFORMS AND EQUIPMENT

General

The University shall provide all of the conditions to assure that each officer have a healthful and safe working environment. This includes but is not limited to the provision of uniforms and equipment.

Basic Equipment

Within a reasonable time following execution and ratification of this MOU, the University agrees to furnish each employee with the following apparel and/or equipment:

Section A. Uniform Apparel

- a. Badge
- b. Rank Insignia (collar and sleeve)
- c. Name Plate
- d. Long-Sleeved Shirt: four (4) during the first year of the MOU, and three (3) in each year thereafter
- e. Short-Sleeved Shirt: four (4) during the first year of the MOU, and three (3) in each year thereafter
- f. Trousers (year round fabric): four (4) during the first year of the MOU, and three (3) in each year thereafter
- g. Winter Patrol Coat
- h. Duty Belt
- i. Rain Gear
- j. Necktie: 1 provided for the life of the MOU, subject to replacement only if in a state of disrepair due to normal wear and tear or due to activities in the line of duty
- k. Eight-point hat

Section B. Equipment

- a. OC Spray and Holder
- b. ASP Baton and Holder
- c. Handcuffs (one pair) and Case
- d. Magazine Pouch (1 dual)
- e. Radios that can reach all areas of campus and the Baltimore City Police Department, including charger and holder
- f. Firearm with 2 spare magazines (3 total magazines)
- g. 1 Holster
- h. Protective Body Armor with a Manufacturer's warranty
- i. Eye/Ear Protection while at the firing range
- j. Digital Camera for departmental use
- k. The department shall have two working spare radios at all times

Section C. Replacement of Uniforms and Equipment

As required uniforms become depreciated and are in a state of disrepair due to normal wear and tear, other than due to significant changes in body size that are not the result of a bona fide medical condition, the University shall provide replacement uniforms. Employees provided with uniforms shall be required to return them to the University within one (1) week of the termination of their employment. Failure to return issued uniforms shall entitle the University to deduct their reasonable depreciated value from any pay owed to the employee at the time of their termination.

ARTICLE 22. PERSONNEL FILES

Section A. Official Personnel File

Only one (1) official personnel file shall be kept for each employee at the Office of Human Resources. Records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding. Grievances shall not be kept in the employee's official personnel file. By this MOU, Employees shall be considered to have been informed as to where their personnel file is maintained.

Section B. Access

All requests for access to an employee's personnel file must be provided in writing to human resources. An employee or a representative with the employee's written authorization shall have the right to review his/her personnel files. Upon receipt of your written request, human resources will schedule an appointment for you or an authorized representative to view your file during normal office hours, with no loss of pay, provided that the time selected does not significantly interfere with the University operations. Employees shall be expected to make an appointment with the Office of Human

Resources at least twenty-four (24) hours in advance, except in the case of an emergency, in order to review their personnel file. Employees have the right to copy any documents in their file and these shall be provided free of charge, unless there is a request for more than twenty (20) pages, in which case the employee may be required to assume a reasonable cost for copying.

Section C. Notification

From the effective date of this MOU, any derogatory material to be placed in an employee's personnel file will be offered to the employee for his/her initials and indication of the date the document was presented to him or her. If the employee refuses to sign, material shall be placed in the file with a note reflecting the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee who created the material.

Section D. Anonymous Material

Other than routine personnel forms, no anonymous material shall be placed in an employee's official personnel file.

Section E. Rebuttal/Expungement

Employees shall have the right to respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document. After three (3) years without any further disciplinary action, counseling session memos and verbal/written warnings, not involving any form of harassment, physical altercation or financial impropriety, shall be expunged from the employee's official personnel file upon the written request of the employee within ten (10) business days of receipt of that request by the Director of Human Resources or his/her designee.

Section F. Work Files

Supervisors may keep working files and notes of events, incidents, and impressions concerning specific employees, including computerized records, but such records that are more than (1) one year old and that are not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

ARTICLE 23. DISCIPLINARY ACTIONS

Section A. General

Every SPO shall have the same rights and benefits as negotiated for other non-exempt bargaining unit members with respect to counseling and discipline (see Appendix), except where greater rights have been established under the LEOBR (Title 3 of the Public Safety Article of the *Annotated Code of Maryland*).

Whenever a bargaining unit member is under investigation or subjected to interrogation by the University for any reason which could lead to disciplinary action, demotion or dismissal, the investigation or interrogation shall be conducted in accordance with LEOBR.

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

Appeals of discipline shall be made following the process described in the LEOBR (See Appendix C). The Hearing Board under the LEOBR shall be composed of a minimum of three (3) persons, one of whom shall be selected by the Union, and who shall be of the same rank as the grievant. In the event that the selected officer cannot serve in this role, the Union shall be entitled to name a replacement officer. Management reserves the right to select the other members of the panel, the chair of which will hold a command position. Where the panel consists of five or more members, the Union shall be entitled to select up to two panel members, one of whom shall be of the same rank as the grievant. All panel members will be law enforcement officers who are not employed by Coppin State University. A majority vote by the hearing board shall be a final decision.

Section B: Progressive Discipline

- I. No employee shall be disciplined without just cause. Except as otherwise provided by law, the University has the burden of proof in any proceeding under Article 24. After taking a disciplinary action against an employee, the University may not impose an additional disciplinary action against that employee for the same conduct unless additional information is made known to the University after the disciplinary action was taken.

The University agrees with the tenets of progressive discipline, where appropriate. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

Procedures – Before taking any disciplinary action related to employee misconduct, the University shall:

- a. investigate the alleged misconduct. (However, the University shall retain discretion to defer its own investigation and imposition of disciplinary action, if law enforcement authorities are in the process of conducting an investigation of the employee based upon the same alleged misconduct.);
 - b. meet with the employee, unless the employee refuses to do so or otherwise refuses to cooperate in an investigation;
 - c. consider any mitigating circumstances, unless the employee refuses to offer such circumstances or otherwise cooperate in an investigation of the alleged misconduct;
 - d. determine the appropriate disciplinary action, if any, to be imposed; and
 - e. give the employee a written notice of the disciplinary action to be taken and the employee's appeal rights.
- II. Nonexempt employees are responsible for adhering to University rules and regulations. The parties agree to the principle of progressive discipline with the normal sequence of actions being:
 - a. Counseling or Initial Discussion;
 - b. Verbal Reprimand;

- c. Written Reprimand;
 - d. Suspension without pay;
 - e. Charges for removal (discharge) from University service.
- III. The parties also recognize that depending on the severity of the offense, action may begin at any of these steps up to and including discharge. Except as otherwise provided in this Article, disciplinary action should be taken as soon as possible after the University has knowledge of or reasonably should have known of a work rule violation or unacceptable behavior. The University shall provide written notice to the employee of the disciplinary action to be taken and the employee's appeal rights. Similarly situated employees will be treated similarly regarding the application of disciplinary action, but mitigating and aggravating circumstances may be considered. Any proposed disciplinary action involving suspension or discharge requires prior review by the Director of Human Resources or designee before it is administered to the employee.
- IV. While not all inclusive, the following are examples of some offenses that will subject an employee to disciplinary action:
- a. Poor performance of duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.
 - b. Insubordination or willful disobedience including refusal to accept instructions from supervisors or other proper authorities.
 - c. Use of profane or abusive language on University premises, or actions that may be discourteous or harmful to others.
 - d. Threats, fighting, or other physical action against another person or horseplay while on University premises, including abusive, unruly, indecent or obscene conduct.
 - e. Continued absences or excessive tardiness that exhibit a pattern or trend.
 - f. Failure to inform the supervisor when leaving the workstation, or failure to report back to the workstation at the scheduled conclusion of a work break or meal period.
 - g. Failure of an absent employee to notify the supervisor of each day of absence unless previously excused.
 - h. Failure to adhere to University or departmental safety policies or procedures, including failure to immediately report an accident on University premises involving an on-the-job injury or property damage.
 - i. Unauthorized or improper use of University funds or property.
 - j. Being in an unfit condition to perform the duties of the job.
 - k. Sleeping on the job.
 - l. Violation of USM Policy VII – 1.10 University of Maryland System Policy on a Drug Free Workplace (approved by the Board of Regents on 1/2/89) and/or the Governor's Executive Order 01.01.191.16 on Substance Abuse Policy.
 - m. Willfully falsifying any University records.
 - n. Behavior that compromises another's safety or privacy, or discloses confidential University information to unauthorized persons.
 - o. Theft

Section C. Disciplinary Actions

- I. Counseling or Initial Discussion: Normally, initial disciplinary action should be in the form of an oral discussion. Supervisors should maintain a complete and accurate written notation of the counseling or initial discussion session.

- II. Verbal Reprimand: If the initial discussion fails to produce the desired results, a verbal reprimand is normally the next step. Supervisors should maintain a complete and accurate written notation of the reprimand and of the counseling session.
- III. Written Reprimand: A Written Reprimand involves both a formal interview with the employee by the supervisor and an official memorandum to the employee describing the performance or conduct-based problem.
- V. Suspension: Suspension means the interruption of the active employment status of an employee. A suspension may be:
 - (a) A disciplinary action in itself;
 - (b) In appropriate circumstances, an action taken pending an investigation and decision as to the extent of disciplinary action, if any, to be taken; or
 - (c) Action taken when an employee has charges for removal pending.
 - (d) Action taken under Section 26.A.III.(a) and Section 26.A.III.(c) shall result in suspension without pay. Action taken under 26.A.III.(b) may result in suspension with or without pay, at the discretion of the University, depending on the nature of the incident in question. The duration of suspensions pending investigation shall be reasonably administered.
- VI. Suspension:

The University may suspend an employee without pay no later than three (3) workdays following the close of the employee's next shift after the University acquires knowledge of misconduct for which the suspension is imposed. Saturdays, Sundays, legal holidays, and employee leave days are excluded in calculating the three (3) workday period unless Saturday or Sunday is part of an employee's regular schedule or when the employee is required to work on a holiday.
- VII. Discharge or Release: Discharge or release means termination from employment.

Discharge may occur as the final step in progressive discipline or, where warranted, as an initial disciplinary action as a result of a serious offense.

Section D. Right to Union Representation

- I. An employee shall have the right to Union representation if requested by the employee, only as provided below. There will be no exceptions to this rule.
 - (a) In any investigatory interview or discussion with an employee who is the subject of the investigation.
 - (b) At any conference where the Employer intends to discuss a proposed disciplinary action with the employee.
 - (c) At each step of the Grievance Procedure in conjunction with the disciplinary action.
- II. The foregoing does not apply to a meeting where the Employer is notifying the employee

of the disciplinary action being taken. Where an employee elects to be represented by the Union in one of the circumstances set forth above, the employee is entitled to be represented by whichever Union representative is available, not a specific representative. Under no circumstances will an employee's election to be represented by the Union cause a delay in the investigatory interview, disciplinary conference, or grievance step at issue, if the delay will cause the interview, conference or grievance step to be untimely.

- III. An employee shall not have the right to a Union representative in attendance during a non-disciplinary discussion solely related to performance or during a performance review. For a performance based disciplinary action an employee may request Union representation, and once requested, the employee shall be allowed Union representation as provide in Section 26.C.I. and Section 26.C.II. The right to representation does not include a criminal investigation, but the employee may request Union representation at a disciplinary hearing that results from the investigation, and once requested, the employee shall be allowed Union representation as provided in 26.C.I. and 26.C.II. above.
- IV. An employee is required to give prompt, accurate answers to any and all questions concerning matters of official interest put to the employee by the Employer.
- IV. The role of the Union representative is to assist in the clarification of questions and otherwise advise the employee of the employee's rights. Under no circumstances may the Union representative dominate the hearing or interfere with the Employer's investigative process.

Section E. Grievance of Disciplinary Action

All disciplinary actions against an employee, beyond counseling and/or a counseling memorandum are grievable.

ARTICLE 24. GRIEVANCE PROCEDURE

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit member represented by FOP, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Section 13-201 *et seq.*, of the Education Article of the *Annotated Code of Maryland*, a copy of which is set forth below for convenient reference.

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

[A. Definitions]

§ 13-201 of the Education Article of the Annotated Code of Maryland

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

(b) *Day.*- "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.

(c) *Grievance.*- "Grievance" means any cause of complaint arising between a classified employee or associate staff employee and his employer on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of University rules or departmental procedures over which the University management has control. However, if the complaint pertains to the general level of wages, wage

patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

§ 13-202. (Omitted)

[B. Steps in Grievance Procedure]

§ 13-203 of the Education Article of the Annotated Code of Maryland

(a) *Availability of procedure; number of steps.* - If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.

(b) (1) Step One. Step one is the initiation of a complaint. Grievances shall be initiated within 30 calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13- 205 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.

(b) 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.

ARTICLE 25. LAYOFF, RECALL AND REINSTATEMENT LAYOFFS

Section A. Determination of a Layoff

A layoff action is an action taken by management in response to a variety of economic and programmatic changes adversely affecting the University, including: a reduction or lack of support funds for a particular position or program; a reduction in student enrollment; a reorganization; an elimination of positions, divisions, or departments; elimination of a program; or a reduction in force required by an economic or fiscal needs of the University.

Section B. Grievability of a layoff decision

Management agrees to fully consider all alternatives to layoffs prior to making a final determination as to the needs for the layoffs; provided, however, that such decision remains solely within the province of the management of the University. Under Section 3-302 of the State Personnel and Pension Board Article of the Annotated Code of Maryland, the State through its appropriate officers and employees has the to lay off employees. A grievance cannot challenge the University's right to lay off employee.

Section C. Layoffs

Lays offs will be conducted with the member in the effected position with least seniority being laid off first. If the time is equal total sworn duty time with the University will be used. Prior sworn duty within the USM will count toward officer seniority at the University after the member has served three (3) years with the Coppin University Police Department.

Section D. Notice

1. Notice to the FOP

When the University is considering a layoff, the Director of Human Resources shall give a written notice to the Union. This notice shall be given no later than one hundred (100) calendar days prior to the effective date of any layoff. This notice shall give the reasons the University is considering a layoff, the classification(s) the University is considering for layoff, and the approximate numbers of employees the University is considering for layoff.

2. Meeting with the Lodge

Upon request by the Union, the University shall meet with no more than five (5) representatives of the Union to discuss the reasons for considering a layoff and

alternatives to a layoff. Such a meeting, if requested, shall occur between the 100th and 90th day prior to the effective date of the layoff. One additional meeting of reasonable length per month during the ninety (90) days prior to the layoff concerning layoffs and alternative options shall be held at the request of the Union after a notice of layoff goes out to any University employee.

3. Notice to the Employee

When the University decides to lay off an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff.

Section E. Administrative Leave during Layoff

During the ninety (90) days between the date that notice is afforded to affected employees and the effective date of layoff, the University shall place affected employees on administrative leave, with pay, for at least forty-five 45 consecutive days. For any period of time during which the affected employees are not on administrative leave, they shall be granted the liberal use of appropriate accumulated leave for the purpose of job searching.

Section F. Recall/Reinstatement

An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the University has any vacancies in the classification or title from which the employee was laid off.

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 no more than ten (10) workdays following initial delivery of the recall notice to notify the University of the intention to return to work.
3. The recalled employee shall have up to twenty-one (21) workdays following initial delivery of the recall notice to actually return to work.
4. The recalled employee shall receive full credit for prior USM and/or State service as it applies to service time for determination of annual leave and Sick Leave balances.

If an employee in layoff status takes a non-PIN position at the University during the two (2) year period set forth above, the employee's right to recall will not be affected or prevented in any way by taking the non-PIN position.

For a period of three (3) years from the effective date of the layoff, the employee will, upon their application to specific postings, be granted interviews for appointment to vacancies in the classification in which the employee was laid off, any lower classification in that job series, or any other position vacancy for which the employee meets the minimum qualifications.

Section G. Severance Package Benefits for Laid Off Employees

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

1. Tuition Remission

- a. Employees who are laid off and are receiving tuition remission at the time of layoff, may complete the semester in which the layoff occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for the subsequent two (2) additional consecutive semesters at Coppin

State University. For purposes of this provision, fall and spring semesters will be considered consecutive semesters.

b. The tuition remission benefit described in Section 1 above is for the employee only, with the exception that any employee dependent or spouse enrolled in coursework in the semester in which the employee is laid off and receiving tuition remission may continue to receive tuition remission for the balance of that semester, and for one (1) additional semester at Coppin State University.

c. Employees who are within thirty (30) credits of an undergraduate degree, and need to complete for graduation one or more courses that are not offered at the University during the above period, may take that course or courses at another qualifying institution at the University's expense, in accordance with current practice.

2. Assistance to Employees

During the 90-day period before layoffs are effectuated, the University shall provide the following services and assistance to employees who have received notice of management's intent to lay them off:

- a. Developing a resumé
- b. Composing a cover letter
- c. Interviewing skills
- d. Conducting a job search
- e. Contacting employment agency
- f. Recommending readings
- g. Making available information from the Career Development and Cooperative Education Center concerning job opportunities
- h. Financial adjustment and budget planning
- i. Family counseling
- j. Grief or loss counseling

3. Access to Career Development and Cooperative Education Center

The University shall make available the resources of the Career Development and Cooperative Education Center during regular business hours to assist laid off employees in their job search for up to six (6) months following the layoff.

Section H. Training for Laid Off Employees

Whenever the University announces training for all employees, laid off employees shall, for the first six (6) months following their layoff, be allowed to attend, participate and to get all of the benefits of such training if there is adequate space at no additional cost to the University. The Office of Human Resources shall notify laid off employees of all such training opportunities in a timely way via U.S. mail and/or email directly to laid off employees at their last known address. Laid off employees shall be expected to keep the Office of Human Resources informed as to their current mailing and email addresses.

ARTICLE 26. WORK STOPPAGES

It shall be a violation of this MOU for the FOP to engage in or encourage a strike or work stoppage against the University. If the Lodge engages in or encourages a strike or work

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

ARTICLE 27. SCOPE OF AGREEMENT

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

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

ARTICLE 28. SAVINGS

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

If a determination or decision is made pursuant to the paragraph above, the Parties to this MOU shall convene immediately for the purpose of negotiating such items as a satisfactory replacement for such Article or part thereof. If the matter involves an issue which was the subject of coalition bargaining, *i.e.*, a matter which was delegated exclusively to the bargaining process involving the University and the other USM institutions that agreed to negotiate with the Lodge over certain economic matters, the University agrees to participate in any ensuing bargaining conducted at the coalition level and to incorporate any agreements reached thereat into this MOU.

ARTICLE 29. DURATION AND RENEWAL

Section A. 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 otherwise noted. This MOU expires at 11:59 p.m. on June 30, 2022. The Parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

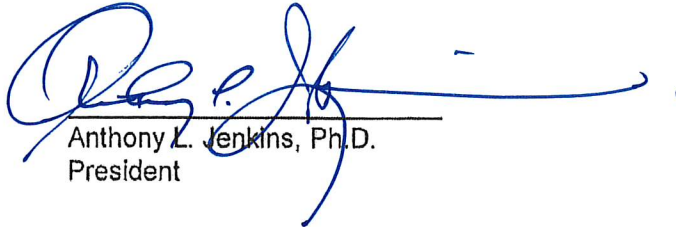
Section B. Renewal

Should either Party desire to renew this MOU, it may only do so by providing written notification of its intent to do so to the other Party by September 1, 2021. 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. The Parties agree that each side will exchange initial proposals for changes to the MOU at mutually agreed upon date, and that negotiations for a successor MOU will commence on a date mutually agreed to by the Parties.

Should a new MOU not be agreed to by the University and the Union by the expiration date and time this MOU will be renewed on a monthly basis until a new MOU is negotiated.

Signature Page

Coppin State University

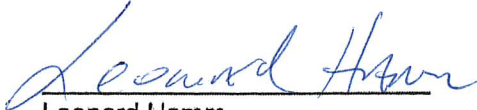


Anthony L. Jenkins, Ph.D.
President

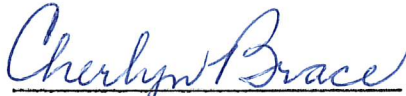
CSU Bargaining Team



Lisa Horne Early, Ph.D.
Chief Human Resources Officer
Chief Negotiator

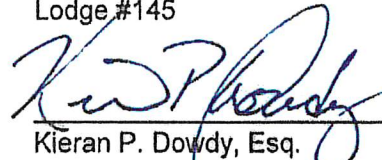


Leonard Hamm
Police Chief & Director of Public Safety

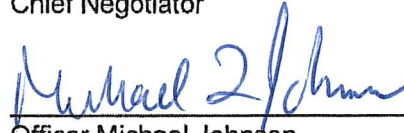


Cherlyn Brace
Assistant Vice President, Budget & Finance

Fraternal Order of Police
Lodge #145



Kieran P. Dowdy, Esq.
Schlachman, Belsky & Weiner, P.A.
Chief Negotiator



Officer Michael Johnson
President, FOP Lodge #145

Appendices

Appendix A

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E		W	W	W	W						W	W	W	W			

F			W	W	W	W					W	W	W	W	
G				W	W	W	W					W	W	W	W
A					W	W	W	W		W			W	W	W
B		W				W	W	W		W	W			W	W
C		W	W					W	W	W	W	W			W
D		W	W	W						W	W	W	W		
E		W	W	W	W						W	W	W	W	
F			W	W	W	W					W	W	W	W	
G				W	W	W	W					W	W	W	W

		W	T	F	S	S	M	T	W	T	F	S	S	M	T
LEAVE GRP	DATE														
	NAME														
		Week 6							Week 7						
A		W	W				W	W	W	W	W				W
B		W	W	W				W	W	W	W				
C		W	W	W	W					W	W	W	W		
D			W	W	W	W					W	W	W	W	
E				W	W	W	W					W	W	W	W
F					W	W	W	W	W				W	W	W
G		W				W	W	W	W	W				W	W
A		W	W				W	W	W	W	W				W
B		W	W	W				W	W	W	W				
C		W	W	W	W					W	W	W	W		

D			W	W	W	W					W	W	W	W		
E				W	W	W	W					W	W	W	W	
F					W	W	W	W		W				W	W	W
G		W				W	W	W		W	W				W	W
A		W	W					W	W	W	W	W				W
B		W	W	W					W	W	W	W				
C		W	W	W	W						W	W	W	W		
D			W	W	W	W					W	W	W	W		
E				W	W	W	W					W	W	W	W	
F					W	W	W	W		W				W	W	W
G		W				W	W	W		W	W				W	W

Appendix B

A. Performance Management Process form (Evaluation)

PERFORMANCE MANAGEMENT PROCESS PMP FORM		UNIVERSITY OF MARYLAND SYSTEM	
EMPLOYEE NAME	ID#	PERIOD COVERED	DATE OF REVIEW
JOB TITLE	DIV./DEPT.	SECTION/UNIT	SUPERVISOR

INSTRUCTIONS FOR COMPLETING PMP FORM

Beginning of Review Period

1. Complete identification information above.
2. Identify major performance areas applicable for employee (Section 1). Sign and date form after discussing factors/objectives
3. Identify the performance factors which are key to the position (Sections 2 and 3) by indicating the importance weighting (High, Medium, Low). These will be the factors on which the employee will be evaluated. (Note: A "Low" weighting factor does not mean the factor is unimportant, only that it is less important than other factors.)
4. (Optional) Write operational objectives and standards (Section 4) and indicate importance weighting.
5. Employee and supervisor retain copy of PMP form.

During Review Period

1. Update performance factors and operational objectives as necessary, and use form as basis for discussing performance and providing feedback and coaching.

End of Review Period

1. Evaluate performance on key performance factors and operational objectives (if applicable), and document performance under "Comments" or "Results". Consider performance during entire period.
2. Evaluate overall performance (Section 5) and note any overall comments on performance.
3. Discuss evaluation with next level supervisor or department designee.
4. Conduct performance review discussion and complete development plans (Section 6).
5. (Optional) Employee may add his/her comments (Section 7)
6. Sign and date form (Section 8).
7. Forward original signed form to Office of Human Resources Management.

RATING SCALE:

OUTSTANDING:	Performance consistently above standards and far exceeds normal expectations; exceptional achievement and contribution to institution.
ABOVE STANDARDS:	Performance above standards in many important aspects and exceeds normal expectations.
MEETS STANDARDS:	Performance meets standards in all important aspects.
BELOW STANDARDS:	Performance below standards in some important aspects, but meets standards in other respects; improvement needed.
UNSATISFACTORY:	Performance below standards in critical aspects; improvement required.

SECTION 1: MAJOR PERFORMANCE AREAS

Check major performance areas applicable to employee:

- Individual Performance Factors (Section 2)
- Manager/Supervisor Performance Factors (Section 3 – used only if employee is responsible for supervising others)
- Operational Objectives (Section 4 – optional)

Signatures below indicate performance factors and objectives have been identified and discussed with employee:

Employee: _____ Date: _____

Supervisor: _____ Date: _____

SECTION 2: INDIVIDUAL PERFORMANCE FACTORS

BASIC WORK FACTORS	Impt. Wgt.: High Med Low	RATING SCALE				
		Out-Stand-Ing	Above Stand-Ards	Meets Stand-Ards	Below Stand-Ards	Unsat-Isfact-Ory
QUALITY OF WORK: Completing work thoroughly, accurately, neatly and according to specifications; producing output with minimal errors		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUANTITY OF WORK: Consistently producing a high volume of acceptable work; producing services or output quickly and efficiently		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIMELINESS: Completing tasks and assignments by scheduled time; allocating time to various tasks and assignments in accordance with priorities; informing supervisor when schedule problems occur		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USE OF RESOURCES: Making good use of resources, and not wasting time or material; looking for ways to reduce costs; staying within budgets allocated		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ATTENDANCE AND PUNCTUALITY: Coming to work regularly without excessive absences; maintaining assigned work schedules		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMUNICATIONS

ORAL COMMUNICATIONS: Speaking clearly, concisely, and using words easily understood; exchanging ideas with others; making oral presentations at meetings; listening to understand meaning of oral material		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WRITTEN COMMUNICATIONS: Writing reports, memos, letters, etc. using appropriate style, format, spelling and grammar; writing in a clear, concise manner		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

	Impt. Wgt.: High Med Low	RATING SCALE				
		Out Stand- ing	Above Stand- ards	Meets Stand- ards	Below Stand- Ards	Unsat- isfact- ory
INTERACTING WITH OTHERS						
COOPERATION AND TEAMWORK: Putting the group's success ahead of personal goals; sharing information and resources with others; giving timely response to requests made by others; promoting teamwork		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERPERSONAL RELATIONSHIPS: Showing sensitivity to and concern for the interests and needs of others; working to reduce conflict and establishing smooth work relationships; negotiating with others		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLIENT SERVICE: Understanding the needs of internal and external clients; making special effort to be responsive in meeting their needs and building client satisfaction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PUBLIC RELATIONS: Representing the University in a positive way to members of the University community and external groups		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

CONCEPTUAL SKILLS

PLANNING: Developing strategies and work plans for accomplishing goals; organizing tasks in a logical sequence and identifying resources required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROBLEM SOLVING: Identifying problems and analyzing causes; taking or recommending actions after evaluating alternative solutions; following up to ensure problems are actually corrected		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CREATIVITY: Discovering and implementing new and improved ways of doing things; breaking out of the "status quo" to find better ways to accomplish goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

JOB SKILLS

JOB KNOWLEDGE: Understanding job procedures, policies and responsibilities; keeping up-to-date technically; acting as a resource person on whom others rely for assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HANDLING CHALLENGES: Maintaining high performance under conditions of pressure or uncertainty; dealing with varying workload requirements; remaining composed when decisions have to be made quickly		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INITIATIVE: Anticipating problems and voluntarily taking appropriate actions; assuming responsibility for work without being told; seeking out or willingly accepting tough assignments		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADMINISTRATION: Keeping accurate records and documenting actions; processing paperwork; organizing information for follow-up and retrieval later		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

OTHER FACTORS (OPTIONAL)

		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

Section 3: Manager/Supervisor Performance Factors	
EMPLOYEE NAME	ID #

Note: Complete this Section only if employee is responsible for supervising others.

	Impt. Wgt.: High Med Low	Rating Scale				
		Out- Stand- ing	Above Stand- ards	Meets Stand- ards	Below Stand- ards	Unsat- isfact- ory
PLANNING AND ORGANIZING						
SETTING OBJECTIVES: Establishing appropriate objectives and priorities for the unit based on strategic goals of the University; communicating objectives and priorities to others; updating objectives as needed.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BUDGETING: Developing budgets for the unit based on strategic goals to be accomplished; monitoring status during year; recommending changes to budget when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORGANIZATION AND WORK ALLOCATION: Organizing work flow and relationships among people and functions in the unit; delegating work to make efficient use of resources and to develop people's capabilities.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COORDINATION/INTEGRATION: Interacting with others to achieve common goals; facilitating the flow of information among individuals and groups; seeking support from other functions when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONITORING GROUP RESULTS: Tracking performance to ensure the unit is meeting its objectives; initiating timely action when required by internal or external change		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

MANAGING/SUPERVISING EMPLOYEES

STAFFING: Planning and staffing the unit with the appropriate number and skills mix of employees; selecting highly qualified persons for the unit; using staff creatively to solve staffing shortages		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEFINING EXPECTATIONS: Reaching agreement with employees on their objectives, priorities and measures; ensuring objectives and work plans are updated when required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FEEDBACK AND COACHING: Providing employees with frequent performance feedback and coaching; providing recognition for areas of high or improved performance; working with people to correct performance problems.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERFORMANCE REVIEWS: Evaluating performance and conducting performance review discussions; conducting interim review discussions when appropriate		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUMAN RESOURCES DEVELOPMENT: Supporting employees in increasing their capabilities to contribute more on their present jobs and to prepare them for future jobs; identifying training needs and suggesting training programs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEADERSHIP AND MOTIVATION: Creating a productive, creative environment where people strive for quality of service; fostering a commitment for achieving University goals; setting an example for others to follow.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMUNICATION LINK: Acting as a communications link between employees and higher management; keeping people in unit informed about things important to them		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

Other Factors (Optional)						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

SECTION 4: OPERATIONAL OBJECTIVES (OPTIONAL)

EMPLOYEE NAME _____ ID# _____

OBJECTIVES/STANDARDS	RESULTS	Impt. Wgt. High Med Low	Rating Scale				
			Out- stand- ing	Above stand- ards	Meets stand- ards	Below stand- ards	Unsat- isfac- tory
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 5: Summary of Overall Performance				
OVERALL PERFORMANCE RATING				
Outstanding	Above Standards	Meets Standards	Below Standards	Unsatisfactory
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL COMMENTS:				

SECTION 6: EMPLOYEE PERFORMANCE DEVELOPMENT LANS	
SPECIFIC PLANS FOR DEVELOPMENT	TIMING

SECTION 7: EMPLOYEE COMMENTS	
EMPLOYEE COMMENTS (OPTIONAL)	TIMING

SECTION 8: SIGNATURES		
Employee:	_____	Date_____
	(Signature*)	(Title)
Supervisor:	_____	Date_____
	(Signature)	(Title)
Next Level Supervisor Or Dept. Designee:	_____	Date_____
	(Signature)	(Title)
*Signature acknowledges that the performance review has been discussed with me.		

Appendix C

Law Enforcement Officers Bill of Rights (Disciplinary)

Whenever a bargaining unit member is under investigation or subjected to interrogation by the University for any reason which could lead to disciplinary action, demotion or dismissal, the investigation or interrogation shall be conducted in accordance with LEOBR.

The Law Enforcement Officers Bill of Rights: Title 3 of the Public Safety Article of the Annotated Code of Maryland.

Public Safety Article TITLE 3.

Subtitle 1. Law Enforcement Officers' Bill of Rights.

3-101. Definitions.

3-102. Effect of subtitle.

3-103. Rights of law enforcement officers generally.

3-104. Investigation or interrogation of law enforcement officer.

3-105. Application for show cause order.

3-106. Limitation on administrative charges.

3-107. Hearing by hearing board.

3-108. Disposition of administrative action.

3-109. Judicial review.

3-110. Expungement of record of formal complaint.

3-111. Summary punishment.

3-112. Emergency suspension.

3-113. False statement, report, or complaint.

§ 3-101. Definitions.

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

Revisor's Note.

This subSection formerly was Art. 27, § 727(a).

The only changes are in style.

(b) Chief.-

(1) "Chief" means the head of a law enforcement agency.

(2) "Chief" includes the officer designated by the head of a law enforcement agency.

Revisor's Note.

This subSection is new language derived without substantive change from former Art. 27, § 727(g).

Paragraph (1) of this subSection is revised for clarity to refer generally to the "head" of a law enforcement agency. Consequently, the former specific references to the "superintendent", "commissioner", "chief of police", and "sheriff" are deleted as included in the general reference to the "head" of a law enforcement agency.

In paragraph (2) of this subSection, the reference to the "head of a law enforcement agency" is substituted for the former reference to the "official" for clarity and consistency with terminology used in paragraph (1) of this subSection.

(c) Hearing.-

(1) "Hearing" means a proceeding during an investigation conducted by a hearing board to take testimony or receive other evidence.

(2) "Hearing" does not include an interrogation at which no testimony is taken under oath.

Revisor's Note.

This subSection is new language derived without substantive change from former Art. 27, § 727(e).

In paragraph (1) of this subSection, the reference to a "proceeding" is substituted for the former reference to a "meeting" for clarity. Correspondingly, the reference to an "investigation" is substituted for the former reference to an "investigatory proceeding" to avoid using the term "proceeding" twice.

- (a) Also in paragraph (1) of this subSection, the former reference to "adducing" testimony is deleted as included in the reference to "tak[ing]" testimony.

Defined Terms.

"Hearing board" § 3-101

(d) Hearing board.- "Hearing board" means a board that is authorized by the chief to hold a hearing on a complaint against a law enforcement officer.

(b) Revisor's Note.

This subSection is new language derived without substantive change from the first clause of the first sentence of former Art. 27, § 727(d)(1).

Defined Terms.

"Chief" § 3-101

"Hearing" § 3-101

"Law enforcement officer" § 3-101

(e) Law enforcement officer.-

(1) "Law enforcement officer" means an individual who:

(i) in an official capacity is authorized by law to make arrests; and

(ii) is a member of one of the following law enforcement agencies:

1. the Department of State Police;
2. the Police Department of Baltimore City;
3. the Baltimore City School Police Force;
4. the Baltimore City Watershed Police Force;
5. the police department, bureau, or force of a county;
6. the police department, bureau, or force of a municipal corporation;
7. the office of the sheriff of a county;
8. the police department, bureau, or force of a bicounty agency;
9. the Maryland Transportation Authority Police;
10. the police forces of the Department of Transportation;
11. the police forces of the Department of Natural Resources;
12. the Field Enforcement Division of the Comptroller's Office;
13. the Housing Authority of Baltimore City Police Force;
14. the Crofton Police Department;
15. the police force of the Department of Health and Mental Hygiene;
16. the police force of the Department of General Services;
17. the police force of the Department of Labor, Licensing, and Regulation;
18. the police forces of the University System of Maryland;
19. the police force of Morgan State University; or
20. the office of State Fire Marshal.

(2) "Law enforcement officer" does not include:

(i) an individual who serves at the pleasure of the Police Commissioner of Baltimore City;

(ii) an individual who serves at the pleasure of the appointing authority of a charter county;

- (iii) the police chief of a municipal corporation; or
- (iv) an officer who is in probationary status on initial entry into the law enforcement agency except if an allegation of brutality in the execution of the officer's duties is made.

Revisor's Note.

This subSection is new language derived without substantive change from former Art. 27, § 727(b) and (c).

In the introductory language of paragraph (1) and in paragraph (2)(i) and (ii) of this subSection, the reference to an "individual" is substituted for the former reference to a "person" because only an individual, and not the other entities included in the defined term

"person", can be a law enforcement officer. See § 1-101 of this article for the definition of "person".

In paragraphs (1)(ii)6 and (2)(iii) of this subSection, the reference to a "municipal corporation" is substituted for the former reference to an "incorporated city or town" for consistency with Md. Constitution, Art. XI-E.

In paragraph (1)(ii)7 of this subSection, the former reference to "Baltimore City" is deleted as unnecessary in light of the defined term "county" in § 1-101 of this article.

In paragraph (1)(ii)11, 15, 16, 17, and 19 of this subSection, the reference to the police "force[s]" is substituted for the former reference to police "officers" for internal consistency in this paragraph in referring to law enforcement agencies.

In paragraph (1)(ii)18 of this subSection, the reference to the police "forces" of the University System of Maryland is substituted for the former reference to police "officers" to indicate that each college/university in the University System of Maryland has a separate police force.

In paragraph (1)(ii)20 of this subSection, the former reference to a "full-time investigative and inspection assistant" is deleted for accuracy. These individuals do not have arrest powers.

In paragraph (2)(iv) of this subSection, the reference to initial entry into the "law enforcement agency" is substituted for the former reference to initial entry into the "Department" because this provision is not limited to officers who are entering a particular police department, but covers officers entering any law enforcement agency listed in paragraph (1)(ii) of this subSection.

Defined Terms.

"County" § 1-101

[An. Code 1957, art. 27, § 727(a)-(c), (d)(1), (e), (g); 2003, ch. 5, § 2.]

§ 3-102. Effect of subtitle.

(a) Conflicting law superseded.- Except for the administrative hearing process under Title 3, Subtitle 2 of this article that relates to the certification enforcement power of the Police Training Commission, this subtitle supersedes any other law of the State, a county, or a municipal corporation that conflicts with this subtitle.

(b) Preemption of local law.- Any local law is preempted by the subject and material of this subtitle.

(c) Authority of chief not limited.- This subtitle does not limit the authority of the chief to regulate the competent and efficient operation and management of a law enforcement agency by any reasonable means including transfer and reassignment if:

(1) that action is not punitive in nature; and

(2) the chief determines that action to be in the best interests of the internal management of the law enforcement agency.

[An. Code 1957, art. 27, §§ 728(c), 734B; 2003, ch. 5, § 2.]

§ 3-103. Rights of law enforcement officers generally.

(a) Right to engage in political activity.-

(1) Subject to paragraph (2) of this subSection, a law enforcement officer has the same rights to engage in political activity as a State employee.

(2) This right to engage in political activity does not apply when the law enforcement officer is on duty or acting in an official capacity.

(b) Regulation of secondary employment.- A law enforcement agency:

(1) may not prohibit secondary employment by law enforcement officers; but

(2) may adopt reasonable regulations that relate to secondary employment by law enforcement officers.

(c) Disclosure of property, income, and other information.- A law enforcement officer may not be required or requested to disclose an item of the law enforcement officer's property, income, assets, source of income, debts, or personal or domestic expenditures, including those of a member of the law enforcement officer's family or household, unless:

(1) the information is necessary to investigate a possible conflict of interest with respect to the performance of the law enforcement officer's official duties; or

(2) the disclosure is required by federal or State law.

(d) Retaliation.- A law enforcement officer may not be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the law enforcement officer's employment or be threatened with that treatment because the law enforcement officer:

(1) has exercised or demanded the rights granted by this subtitle; or

(2) has lawfully exercised constitutional rights.

(e) Right to sue.- A statute may not abridge and a law enforcement agency may not adopt a regulation that prohibits the right of a law enforcement officer to bring suit that arises out of the law enforcement officer's duties as a law enforcement officer.

(f) Waiver of rights.- A law enforcement officer may waive in writing any or all rights granted by this subtitle.

[An. Code 1957, art. 27, §§ 728(a), (b)(11), 729, 729A, 733, 734D; 2003, ch. 5, § 2.]

§ 3-104. Investigation or interrogation of law enforcement officer.

(a) In general.- The investigation or interrogation by a law enforcement agency of a law enforcement officer for a reason that may lead to disciplinary action, demotion, or dismissal shall be conducted in accordance with this Section.

(b) Interrogating or investigating officer.- For purposes of this Section, the investigating officer or interrogating officer shall be:

(1) a sworn law enforcement officer; or

(2) if requested by the Governor, the Attorney General or Attorney General's designee.

(c) Complaint that alleges brutality.-

(1) A complaint against a law enforcement officer that alleges brutality in the execution of the law enforcement officer's duties may not be investigated unless the complaint is sworn to, before an official authorized to administer oaths, by:

(i) the aggrieved individual;

(ii) a member of the aggrieved individual's immediate family;

(iii) an individual with firsthand knowledge obtained because the individual was present at and observed the alleged incident; or

(iv) the parent or guardian of the minor child, if the alleged incident involves a minor child.

(2) Unless a complaint is filed within 90 days after the alleged brutality, an investigation that may lead to disciplinary action under this subtitle for brutality may not be initiated and an action may not be taken.

(d) Disclosures to law enforcement officer under investigation.-

- (1) The law enforcement officer under investigation shall be informed of the name, rank, and command of:
- (i) the law enforcement officer in charge of the investigation;
 - (ii) the interrogating officer; and
 - (iii) each individual present during an interrogation.
- (2) Before an interrogation, the law enforcement officer under investigation shall be informed in writing of the nature of the investigation.
- (e) Disclosures to law enforcement officer under arrest.- If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the law enforcement officer shall be informed completely of all of the law enforcement officer's rights before the interrogation begins.
- (f) Time of interrogation.- Unless the seriousness of the investigation is of a degree that an immediate interrogation is required, the interrogation shall be conducted at a reasonable hour, preferably when the law enforcement officer is on duty.
- (g) Place of interrogation.-
- (1) The interrogation shall take place:
 - i) at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer; or
 - (ii) at another reasonable and appropriate place.
 - (2) The law enforcement officer under investigation may waive the right described in paragraph (1)(i) of this subSection.
- (h) Conduct of interrogation.-
- (1) All questions directed to the law enforcement officer under interrogation shall be asked by and through one interrogating officer during any one session of interrogation consistent with paragraph (2) of this subSection.
 - (2) Each session of interrogation shall:
 - (i) be for a reasonable period; and
 - (ii) allow for personal necessities and rest periods as reasonably necessary.
- (i) Threat of transfer, dismissal, or disciplinary action prohibited.- The law enforcement officer under interrogation may not be threatened with transfer, dismissal, or disciplinary action.
- (j) Right to counsel.-
- (1)
 - (i) On request, the law enforcement officer under interrogation has the right to be represented by counsel or another responsible representative of the law enforcement officer's choice who shall be present and available for consultation at all times during the interrogation.
 - (ii) The law enforcement officer may waive the right described in subparagraph (i) of this paragraph.
 - (2)
 - (i) The interrogation shall be suspended for a period not exceeding 10 days until representation is obtained.
 - (ii) Within that 10-day period, the chief for good cause shown may extend the period for obtaining representation.
 - (3) During the interrogation, the law enforcement officer's counsel or representative may:
 - (i) request a recess at any time to consult with the law enforcement officer;
 - (ii) object to any question posed; and
 - (iii) state on the record outside the presence of the law enforcement officer the reason for the objection.
- (k) Record of interrogation.-

- (1) A complete record shall be kept of the entire interrogation, including all recess periods, of the law enforcement officer.
- (2) The record may be written, taped, or transcribed.
 - (3) On completion of the investigation, and on request of the law enforcement officer under investigation or the law enforcement officer's counsel or representative, a copy of the record of the interrogation shall be made available at least 10 days before a hearing.
- (l) Tests and examinations - In general.-
 - (1) The law enforcement agency may order the law enforcement officer under investigation to submit to blood alcohol tests, blood, breath, or urine tests for controlled dangerous substances, polygraph examinations, or interrogations that specifically relate to the subject matter of the investigation.
 - (2) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subSection and the law enforcement officer refuses to do so, the law enforcement agency may commence an action that may lead to a punitive measure as a result of the refusal.
 - (3) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subSection, the results of the test, examination, or interrogation are not admissible or discoverable in a criminal proceeding against the law enforcement officer.
- (m) Same - Polygraph examinations.-
 - (1) If the law enforcement agency orders the law enforcement officer to submit to a polygraph examination, the results of the polygraph examination may not be used as evidence in an administrative hearing unless the law enforcement agency and the law enforcement officer agree to the admission of the results.
 - (2) The law enforcement officer's counsel or representative need not be present during the actual administration of a polygraph examination by a certified polygraph examiner if:
 - (i) the questions to be asked are reviewed with the law enforcement officer or the counsel or representative before the administration of the examination;
 - (ii) the counsel or representative is allowed to observe the administration of the examination; and
 - (iii) a copy of the final report of the examination by the certified polygraph examiner is made available to the law enforcement officer or the counsel or representative within a reasonable time, not exceeding 10 days, after completion of the examination.
- (n) Information provided on completion of investigation.-
 - (1) On completion of an investigation and at least 10 days before a hearing, the law enforcement officer under investigation shall be:
 - (i) notified of the name of each witness and of each charge and specification against the law enforcement officer; and
 - (ii) provided with a copy of the investigatory file and any exculpatory information, if the law enforcement officer and the law enforcement officer's representative agree to:
 1. execute a confidentiality agreement with the law enforcement agency not to disclose any material contained in the investigatory file and exculpatory information for any purpose other than to defend the law enforcement officer; and
 2. pay a reasonable charge for the cost of reproducing the material.
 - (2) The law enforcement agency may exclude from the exculpatory information provided to a law enforcement officer under this subSection:
 - (i) the identity of confidential sources;

- (ii) nonexculpatory information; and
- (iii) recommendations as to charges, disposition, or punishment.
- (c) Adverse material.-

(1) The law enforcement agency may not insert adverse material into a file of the law enforcement officer, except the file of the internal investigation or the intelligence division, unless the law enforcement officer has an opportunity to review, sign, receive a copy of, and comment in writing on the adverse material.

(2) The law enforcement officer may waive the right described in paragraph (1) of this subSection.

[An. Code 1957, art. 27, §§ 727(h), 728(b)(1)-(10), (12)(i), (14); 2003, ch. 5, § 2.]

§ 3-105. Application for show cause order.

(a) In general.- A law enforcement officer who is denied a right granted by this subtitle may apply to the circuit court of the county where the law enforcement officer is regularly employed for an order that directs the law enforcement agency to show cause why the right should not be granted.

(b) Conditions.- The law enforcement officer may apply for the show cause order:

1) either individually or through the law enforcement officer's certified or recognized employee organization;

(2) at any time prior to the beginning of a hearing by the hearing board.

[An. Code 1957, art. 27, § 734; 2003, ch. 5, § 2.]

§ 3-106. Limitation on administrative charges.

(a) In general.- Subject to subSection (b) of this Section, a law enforcement agency may not bring administrative charges against a law enforcement officer unless the agency files the charges within 1 year after the act that gives rise to the charges comes to the attention of the appropriate law enforcement agency official.

(b) Exception.- The 1-year limitation of subSection (a) of this Section does not apply to charges that relate to criminal activity or excessive force.

[An. Code 1957, art. 27, § 730(b); 2003, ch. 5, § 2.]

§ 3-107. Hearing by hearing board.

(a) Right to hearing.-

(1) Except as provided in paragraph (2) of this subSection and § 3-111 of this subtitle, if the investigation or interrogation of a law enforcement officer results in a recommendation of demotion, dismissal, transfer, loss of pay, reassignment, or similar action that is considered punitive, the law enforcement officer is entitled to a hearing on the issues by a hearing board before the law enforcement agency takes that action.

(2) A law enforcement officer who has been convicted of a felony is not entitled to a hearing under this Section.

(b) Notice of hearing.-

(1) The law enforcement agency shall give notice to the law enforcement officer of the right to a hearing by a hearing board under this Section.

(2) The notice required under this subSection shall state the time and place of the hearing and the issues involved.

(c) Membership of hearing board.-

(1) Except as provided in paragraph (4) of this subSection and in § 3-111 of this subtitle, the hearing board authorized under this Section shall consist of at least three members who:

(i) are appointed by the chief and chosen from law enforcement officers within that law enforcement agency, or from law enforcement officers of another law enforcement agency with the approval of the chief of the other agency; and

- (ii) have had no part in the investigation or interrogation of the law enforcement officer.
- (2) At least one member of the hearing board shall be of the same rank as the law enforcement officer against whom the complaint is filed.
- (3) (i) If the chief is the law enforcement officer under investigation, the chief of another law enforcement agency in the State shall function as the law enforcement officer of the same rank on the hearing board.
 - (ii) If the chief of a State law enforcement agency is under investigation, the Governor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.
 - (iii) If the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.
 - (iv) If the chief of a State law enforcement agency or the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor, or that official's designee, shall function as the chief for purposes of this subtitle.
- (4)
 - (i) A law enforcement agency or the agency's superior governmental authority that has recognized and certified an exclusive collective bargaining representative may negotiate with the representative an alternative method of forming a hearing board.
 - (ii) A law enforcement officer may elect the alternative method of forming a hearing board if:
 1. the law enforcement officer works in a law enforcement agency described in subparagraph (i) of this paragraph; and
 2. The law enforcement officer is included in the collective bargaining unit.
 - (iii) The law enforcement agency shall notify the law enforcement officer in writing before a hearing board is formed that the law enforcement officer may elect an alternative method of forming a hearing board if one has been negotiated under this paragraph.
 - (iv) If the law enforcement officer elects the alternative method, that method shall be used to form the hearing board.
 - (v) An agency or exclusive collective bargaining representative may not require a law enforcement officer to elect an alternative method of forming a hearing board.
 - (vi) If the law enforcement officer has been offered summary punishment, an alternative method of forming a hearing board may not be used.
 - (vii) This paragraph is not subject to binding arbitration.
- (d) Subpoenas.-
 - (1) In connection with a disciplinary hearing, the chief or hearing board may issue subpoenas to compel the attendance and testimony of witnesses and the production of books, papers, records, and documents as relevant or necessary.
 - (2) The subpoenas may be served without cost in accordance with the Maryland Rules that relate to service of process issued by a court.
 - (3) Each party may request the chief or hearing board to issue a subpoena or order under this subtitle.

(4) In case of disobedience or refusal to obey a subpoena served under this subSection, the chief or hearing board may apply without cost to the circuit court of a county where the subpoenaed party resides or conducts business, for an order to compel the attendance and testimony of the witness or the production of the books, papers, records, and documents.

(5) On a finding that the attendance and testimony of the witness or the production of the books, papers, records, and documents is relevant or necessary:

- (i) the court may issue without cost an order that requires the attendance and testimony of witnesses or the production of books, papers, records, and documents; and
- (ii) failure to obey the order may be punished by the court as contempt.

(e) Conduct of hearing.-

(1) The hearing shall be conducted by a hearing board.

(2) The hearing board shall give the law enforcement agency and law enforcement officer ample opportunity to present evidence and argument about the issues involved.

(3) The law enforcement agency and law enforcement officer may be represented by counsel.

(4) Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

(f) Evidence.-

(1) Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

(2) The hearing board shall give effect to the rules of privilege recognized by law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence.

(3) Each record or document that a party desires to use shall be offered and made a part of the record.

(4) Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

(g) Judicial notice.-

(1) The hearing board may take notice of:

(i) judicially cognizable facts; and

(ii) general, technical, or scientific facts within its specialized knowledge.

(2) The hearing board shall:

(i) notify each party of the facts so noticed either before or during the hearing, or by reference in preliminary reports or otherwise; and

(ii) give each party an opportunity and reasonable time to contest the facts so noticed.

(3) The hearing board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.

(h) Oaths.-

(1) With respect to the subject of a hearing conducted under this subtitle, the chief shall administer oaths or affirmations and examine individuals under oath.

(2) In connection with a disciplinary hearing, the chief or a hearing board may administer oaths.

(i) Witness fees and expenses.-

(1) Witness fees and mileage, if claimed, shall be allowed the same as for testimony in a circuit court.

(2) Witness fees, mileage, and the actual expenses necessarily incurred in securing the attendance of witnesses and their testimony shall be itemized and paid by the law enforcement agency.

(j) Official record.- An official record, including testimony and exhibits, shall be kept of the hearing.

[An. Code 1957, art. 27, §§ 727(d)(1), (2), 728(b)(13), 730(a), (c)-(j); 2003, ch. 5, § 2.]

§ 3-108. Disposition of administrative action.

(a) In general.-

1) A decision, order, or action taken as a result of a hearing under § 3-107 of this subtitle shall be in writing and accompanied by findings of fact.

(2) The findings of fact shall consist of a concise statement on each issue in the case.

(3) A finding of not guilty terminates the action.

(4) If the hearing board makes a finding of guilt, the hearing board shall:

(i) reconvene the hearing;

(ii) receive evidence; and

(iii) consider the law enforcement officer's past job performance and other relevant information as factors before making recommendations to the chief.

(5) A copy of the decision or order, findings of fact, conclusions, and written recommendations for action shall be delivered or mailed promptly to:

(i) the law enforcement officer or the law enforcement officer's counsel or representative of record; and

(ii) the chief.

(b) Recommendation of penalty.-

(1) After a disciplinary hearing and a finding of guilt, the hearing board may recommend the penalty it considers appropriate under the circumstances, including demotion, dismissal, transfer, loss of pay, reassignment, or other similar action that is considered punitive.

(2) The recommendation of a penalty shall be in writing.

(c) Final decision of hearing board.-

(1) Notwithstanding any other provision of this subtitle, the decision of the hearing board as to findings of fact and any penalty is final if:

(i) a chief is an eyewitness to the incident under investigation; or

(ii) a law enforcement agency or the agency's superior governmental authority has agreed with an exclusive collective bargaining representative recognized or certified under applicable law that the decision is final.

(2) The decision of the hearing board then may be appealed in accordance with § 3-109 of this subtitle.

(3) Paragraph (1) (ii) of this subSection is not subject to binding arbitration.

(d) Review by chief and final order.-

(1) Within 30 days after receipt of the recommendations of the hearing board, the chief shall:

(i) review the findings, conclusions, and recommendations of the hearing board; and

(ii) issue a final order.

(2) The final order and decision of the chief is binding and then may be appealed in accordance with § 3-109 of this subtitle.

(3) The recommendation of a penalty by the hearing board is not binding on the chief.

(4) The chief shall consider the law enforcement officer's past job performance as a factor before imposing a penalty.

(5) The chief may increase the recommended penalty of the hearing board only if the chief personally:

- (i) reviews the entire record of the proceedings of the hearing board;
- (ii) meets with the law enforcement officer and allows the law enforcement officer to be heard on the record;
- (iii) discloses and provides in writing to the law enforcement officer, at least 10 days before the meeting, any oral or written communication not included in the record of the hearing board on which the decision to consider increasing the penalty is wholly or partly based; and
- (iv) states on the record the substantial evidence relied on to support the increase of the recommended penalty.

[An. Code 1957, art. 27, § 731; 2003, ch. 5, § 2.]

§ 3-109. Judicial review.

(a) By circuit court.- An appeal from a decision made under § 3-108 of this subtitle shall be taken to the circuit court for the county in accordance with Maryland Rule 7-202.

(b) By Court of Special Appeals.- A party aggrieved by a decision of a court under this subtitle may appeal to the Court of Special Appeals.

[An. Code 1957, art. 27, § 732; 2003, ch. 5, § 2.]

§ 3-110. Expungement of record of formal complaint.

On written request, a law enforcement officer may have expunged from any file the record of a formal complaint made against the law enforcement officer if:

- (1)
 - (i) the law enforcement agency that investigated the complaint:
 - 1. exonerated the law enforcement officer of all charges in the complaint; or
 - 2. determined that the charges were unsustainable or unfounded; or
 - (ii) a hearing board acquitted the law enforcement officer, dismissed the action, or made a finding of not guilty; and

(2) at least 3 years have passed since the final disposition by the law enforcement agency or hearing board.

[An. Code 1957, art. 27, § 728(b)(12)(ii); 2003, ch. 5, § 2]

§ 3-111. Summary punishment.

(a) Authorized.- This subtitle does not prohibit summary punishment by higher ranking law enforcement officers as designated by the chief.

(b) Imposition.-

(1) Summary punishment may be imposed for minor violations of law enforcement agency rules and regulations if:

- (i) the facts that constitute the minor violation are not in dispute;
- (ii) the law enforcement officer waives the hearing provided under this subtitle; and
- (iii) the law enforcement officer accepts the punishment imposed by the highest ranking law enforcement officer, or individual acting in that capacity, of the unit to which the law enforcement officer is attached.

(2) Summary punishment imposed under this subSection may not exceed suspension of 3 days without pay or a fine of \$150.

(c) Refusal.-

(1) If a law enforcement officer is offered summary punishment in accordance with subSection (b) of this Section and refuses:

- (i) the chief may convene a hearing board of one or more members; and
- (ii) the hearing board has only the authority to recommend the sanctions provided in this Section for summary punishment.

(2) If a single member hearing board is convened:

- (i) the member need not be of the same rank as the law enforcement officer; but
- (ii) all other provisions of this subtitle apply.

[An. Code 1957, art. 27, §§ 727(d)(3), (f), 734A (intro. lang.), (1); 2003, ch. 5, § 2.]

§ 3-112. Emergency suspension.

(a) Authorized.- This subtitle does not prohibit emergency suspension by higher ranking law enforcement officers as designated by the chief.

(b) Imposition - With pay.-

(1) The chief may impose emergency suspension with pay if it appears that the action is in the best interest of the public and the law enforcement agency.

(2) If the law enforcement officer is suspended with pay, the chief may suspend the police powers of the law enforcement officer and reassign the law enforcement officer to restricted duties pending:

- (i) a determination by a court with respect to a criminal violation; or
- (ii) a final determination by a hearing board with respect to a law enforcement agency violation.

(3) A law enforcement officer who is suspended under this subSection is entitled to a prompt hearing.

(c) Same - Without pay.-

(1) If a law enforcement officer is charged with a felony, the chief may impose an emergency suspension of police powers without pay.

(2) A law enforcement officer who is suspended under paragraph (1) of this subSection is entitled to a prompt hearing.

[An. Code 1957, art. 27, § 734A (intro. lang.), (2), (3); 2003, ch. 5, § 2.]

§ 3-113. False statement, report, or complaint.

(a) Prohibited.- A person may not knowingly make a false statement, report, or complaint during an investigation or proceeding conducted under this subtitle.

(b) Penalty.- A person who violates this Section is subject to the penalties of § 9-501 of the Criminal Law Article.

[An. Code 1957, art. 27, § 734C; 2003, ch. 5, § 2.]