



MEMORANDUM OF UNDERSTANDING

Between

Bowie State University (BSU)

and

Maryland Classified Employees Association

(MCEA)

SWORN POLICE OFFICERS

Effective June 17, 2021 through June 16, 2024

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PREAMBLE

The Maryland Classified Employees Association, Inc. (“Union”) and Bowie State University (“University” or “Employer”) have entered into this Memorandum of Understanding (“the Agreement”) for the purpose of promoting harmonious relationships between the University and its employees, establishing an equitable and peaceful procedure for the resolution of differences without disruption in the workplace and finalizing the agreement of the parties regarding the standards of wages, hours, and other terms and conditions of employment for the Sworn Police Officers covered hereunder.

The Employer recognizes the commitment of the Union and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures.

It is understood that this agreement shall not be finalized until ratified pursuant to State Personnel & Pensions, Maryland Annotated Code, Section 3-601 (2015 Replacement Volume and 2017 Supplement). It is also understood that agreements on issues requiring approval by the General Assembly are tentative pending approval of the General Assembly of Maryland. The provisions of this Agreement shall in no way diminish or infringe upon any rights, responsibilities, powers or duties conferred by the U.S. Constitution, Constitution of Maryland,

Maryland Declaration of Rights, the Annotated Code of Maryland, including but not limited to State Personnel & Pensions Article, Title 3 (2015 Replacement Volume and 2017 Supplement) and Maryland Code of Public Safety, Title 3, unless agreed to by the parties and expressly stated herein. All instances of gender-specific pronouns which might appear in this MOU are to be read as gender-neutral pronouns.

ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION

Section 1.1 – Exclusive Representation

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 2 of this Article, for the purpose of negotiating collectively with the University pursuant to the Annotated Code of Maryland, State Personnel and Pensions Article, Title 3 (2015 Replacement Volume and 2017 Supplement) with respect to wages, hours, and terms and conditions of employment. The University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment, and will meet with other unions or employee organizations only pursuant to its legal and regulatory obligations.

Section 1.2 – Description of Bargaining Unit; Inclusion/Exclusion of Classifications

The term “employees” and “bargaining unit employees” as used in this Agreement shall mean University Police Officers in the University Police Department at Bowie State University (“UPOs”) who have been certified by the State Higher Education Labor Relations Board (SHERLB) as part of the bargaining unit.

Section 1.3 – Classification and Pay Plan

If it is believed that the bargaining unit status of a classification has changed, the University or the Union, whichever is proposing the change, shall notify the other. The Employer will promptly notify the Union of all decisions to establish new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, it shall become part of this bargaining unit. If a new classification contains a significant part of the work done by any classification in this bargaining unit and meets the requirements of State Personnel & Pension Title Section 3-102: “Applicability”, subject to the Board of Regents approved definition for managerial, supervisory and confidential employees, it shall become a part of this bargaining unit. The Union may notify the University within thirty (30) days of receiving notice of a new classification that it believes the classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. If, within thirty (30) days of such notice, such issues are not resolved in determining the inclusion/exclusion of classifications, the parties shall consider the following factors:

- A. The needs and interests of the University;

- B. The community of interest of the employees involved;
- C. The University's organizational structure;
- D. Applicable provisions of the State Personnel and Pensions Article;
- E. The Annotated Code of Maryland as amended;
- F. The principles of efficient administration of University, including limiting the fragmentation of University administrative authority; and
- G. The recommendations of the parties involved.

If the parties are unable to reach an agreement they retain any rights to appeal to SHELRB pursuant to COMAR 14.30.

Section 1.4 – Integrity of the Bargaining Unit

- A. Unless otherwise provided by the law, the University recognizes the integrity of the bargaining unit and will use its best efforts to ensure that University employees perform all UPO functions, except in circumstances involving unforeseen personnel shortages. In the event that the University proposes to use non-bargaining unit individuals to displace continuing bargaining positions, it will provide the Union with notice at the earliest opportunity, but normally at least sixty (60) days before the effective date of the service contract. The notice shall include the following:
 - 1) A statement of what efforts, if any, will be made by the University to place affected employees in University positions that are vacant at the time of notice.
 - 2) A statement of what employment opportunities are available with the contractor;
 - 3) A statement of which employees, if any, will be laid off as a result of the contracting out of services.
- B. The parties specifically agree that this section is intended to state the complete obligation of each party with regard to bargaining over the effects of a decision by the employer to contract out.

- C. Exempt employees will not be assigned posts for the purpose of limiting overtime opportunities for bargaining unit employees except when unforeseen operational exigencies necessitate.
- D. The University shall not assign members of the bargaining unit to duties that would cause them to be ineligible to remain in the bargaining unit.

Section 1.5 – MCEA Union Dues

The University agrees to deduct dues from the wages of eligible officers who have signed a proper authorization for deduction. The authorization method and the amount to be deducted are matters decided between the Union and its membership, and will be conveyed to the University along with the information identifying the recipient and the address for the receipt of dues. Notwithstanding the foregoing, the authorization methods must comply with State payroll procedures applicable to Bowie State University.

The University shall be held harmless in 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 2 – NON-DISCRIMINATION

Section 2.1 – Prohibition Against Discrimination

- A. The University and the Union shall apply the provisions of this agreement to all employees without discrimination because of age, gender, sexual orientation, gender identity, race, creed, color, religion, national origin, ancestry, marital status, pregnancy, political or labor organization affiliation, or disability and to promote and implement a positive and continuing program of equal employment opportunity. The University and Union agree that they shall not interfere with employees in the exercise of their rights as guaranteed under this Agreement, any federal, state or local law statute or ordinance.
- B. It is the policy of both the University and Union that they shall not discriminate against any employee or cause or attempt to cause the other to discriminate against an employee because of age, gender, sexual orientation, gender identity, race, creed, color, religion, national origin, ancestry, marital status, pregnancy, political or labor organization affiliation or disability, or any other reason prohibited by law.

Section 2.2 – Union Membership/Activity

Each employee in the bargaining unit shall have the right to join the Union and, while off work or on official release time, assist the Union freely, without fear of penalty or reprisal, and

the University shall take all reasonable measures necessary to ensure that each employee shall be protected in the exercise of such right.

Section 2.3 – Representation

The Union recognizes its responsibility as the exclusive bargaining representative for the sworn police officers and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

The University through its appropriate officers and employees has all rights, set forth in the State Higher Education Labor Relations Act, Section 3-302, Title 3, of the State Personnel and Pensions Article (as amended from time to time), including, but not limited to, the following:

- Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means, and personnel by which its operations are to be conducted, technology needed, internal security practices, and relocation of its facilities;
- Maintain and improve the efficiency and effectiveness of University operations;
- Determine the services to be rendered, operations to be performed, and technology to be utilized;
- Determine the overall methods, processes, means, and classes of work or personnel by which the University operations are to be conducted;
- Hire, direct, supervise, and assign employees;
- Promote, demote, discipline, discharge, retain, and lay off employees;
- Terminate employment because of lack of funds, lack of work, under conditions where the University determines continued work would be inefficient or non-productive, or for other legitimate reasons;
- Set the qualifications of employees for appointment and promotion, and set standards of conduct;
- Promulgate University rules, regulations or procedures;
- Provide a system of merit employment according to the standard of business efficiency; and
- Take actions not otherwise specified in this Section to carry out the mission of the University.

ARTICLE 4 – UNION RIGHTS

Section 4.1 – Bulletin Board & Distribution of Information

- A. The University agrees to provide a lockable bulletin board at no cost to the Union in the Department of Public Safety – BSU Campus Police Department which may be used exclusively by the Union for the purpose of posting notice of Union business, meetings, activities, social events and other matters determined by the Union to be of interest to employees. The Union shall ensure that items are not illegal, defamatory, and that no item is directly detrimental to the safety and security of the institution. Within two (2) business days prior to posting, the Union shall provide a copy of all items to the Labor Relations Manager. The Union shall be solely responsible for the material posted on the bulletin board and shall defend, indemnify, and hold the University harmless for any claims arising out of the posting of such material.
- B. The Union shall be permitted to place and distribute materials in the Department of Public Safety-BSU Campus Police Department with approval of the Labor Relations Manager or designee. Such approval shall not be unreasonably denied.

Section 4.2 – Meeting Space

Union representatives may request, and the University will, within three (3) business days' notice to the Labor Relations Manager or designee, provide a private and lockable meeting space in a building owned or leased by the University. The University shall make space available for Union representatives to have confidential discussions with employees on an as needed basis subject to availability. Such meetings will not interrupt University normal business practices and will not involve employees who are working, unless on appropriate leave.

Section 4.3 – Access to Employees

The University agrees that representatives, officers, and Union staff shall have reasonable access to employees of the University during normal work hours with prior notice to the Labor Relations Manager or designee for the purpose of administration of this Agreement. In exercising its rights to access, the Union shall make all reasonable efforts not to interfere with the duties and responsibilities of the sworn police officers' unit during their normal (shift) hours. The Union agrees to notify the University at least five (5) business days in advance of a non-emergency mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem, and shall provide reasonable notice to the University. At least two (2) UPOs who are on duty at the time of the Union meeting shall be

available to respond to calls coming from the campus community through the Police Communications Office or other available means in alerting the BSU police of a need for assistance from the Police Department. In addition, upon reasonable notice to and approval by the University and consistent with security and public safety requirements, the Union shall have access to the University's premises for the purpose of membership recruitment. Approval shall not be unreasonably denied.

Section 4.4 – Administrative Leave for Union Activities

Employees who serve as Union representatives for Chapter 47 will be allowed a cumulative total of forty-eight (48) hours of paid administrative leave per contract year for Union business, such as state, area-wide meetings, state conventions, and Union sponsored labor relations training, provided that MCEA staff provides at least three (3) business days' notice to the Labor Relations Manager or designee of such request. Time may be used in one (1) hour increments. After the forty-eight (48) hours of administrative leave is exhausted, Union representatives may use their accrued leave to attend Union sponsored activities by using the normal leave process for requesting the use of annual leave. Such leave will not unduly interfere with police operations. Once the leave is granted it may not be rescinded unless there is an extreme emergency. Employees shall not be retaliated against for legitimate use of such leave.

Section 4.5 – Union Activities during Working Hours

- A. The parties recognize their respective obligations to grant and utilize release time authorized by this Agreement in an efficient manner in the context of effective and efficient University operations. To this end, the University's Labor Relations Manager or designee and the Union shall designate a person to discuss and resolve the issues associated with release from duty or time off. The Chief of Police or designee shall require the representative to provide the request for release time in writing and send the same request to the University's Labor Relations Manager. When the Chief of Police or designee denies time based on unforeseen operational needs in accordance with this Agreement, he/she shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Time off under this provision shall not be arbitrarily denied.
- B. The University shall grant time off with pay including reasonable travel time when necessary, during working hours, the total of which on a daily basis will not exceed the employee's normally scheduled work day, to attend grievance meetings,

labor/management meetings, negotiation sessions regarding supplementation or amendment of this Agreement during its term, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the University, if such employees are entitled to or required to attend the meeting by virtue of being Union representatives. Time off with pay will not be unreasonably withheld.

- C. Assigned bargaining unit members acting as Union representatives are authorized to make reasonable use of copiers, fax machines, computers, and other office equipment for representational purposes, during off duty hours. Such employees shall request permission to use such equipment, which permission will not be withheld unless such use interferes with University business.

Section 4.6 – Email

The Union and the employees shall be permitted to use University email to distribute membership and bargaining unit mailings. Confidentiality shall be maintained subject to the University's security needs.

Section 4.7 – New Employee Orientation

The University will notify the Union of formal new hire orientation meetings when there are newly hired sworn police officers. The Union will be advised of the time and location of new hire orientation meetings when such meetings are scheduled. At the conclusion of all new hire formal orientations in which there are sworn police officers the Union will be permitted to give a thirty (30) minute presentation to uniformed police officer new hires which may include an enrollment in supplemental Union benefits.

Section 4.8 – Information Provided to Union

The University shall provide quarterly to the Union, by the 5th day of each quarter, a complete and current list of the following information for all members of the bargaining unit: name, title/classification, date of hire and current salary. In addition, on the 1st of each month in which there is activity concerning sworn police officers, the University shall provide the Union with the following information for all members of the bargaining unit: new hires, separations, promotions, disciplinary actions, grievances, transfers, and reclassifications (including agency code, position numbers involved, classifications, grades and effective dates). Upon request of the Union, the University will provide other necessary and relevant information to the extent not prohibited by applicable law on a quarterly basis. Nothing herein shall be construed to restrict

the Union's right to request and receive information in accordance with applicable public information acts.

Section 4.9 – Exclusivity

The provisions of this Article, including but not limited to the provisions allowing access to University facilities, shall apply exclusively to MCEA unless otherwise required by law.

Section 4.10 Stewards

In addition to the employees who serve as Union representatives for Chapter 047, the Union may appoint two (2) other individuals to serve as stewards who may be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievances. Release time for individuals serving as stewards shall be governed by the provisions of Section 4.5.

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES, STAFFING

Section 5.1 – Regular Work Hours

In accordance with the University's pay periods, the administrative work week begins on 12:01 a.m. Wednesday and ends at midnight on the following Tuesday. The work day consists of eight (8) consecutive hours per shift.

Section 5.2 – Regular Work Week

Except as noted below, the standard work week for full-time employees consists of three shifts on a rotating five-day work week, as follows:

- a. 11:00 p.m. – 7:00 a.m.
- b. 7:00 a.m. – 3:00 p.m.
- c. 3:00 p.m. – 11:00 p.m.

Section 5.3 – Quarterly Shift Rotation

Shift assignments shall be rotated on a quarterly basis.

Section 5.4 – Work Schedules

- A. "Work Schedules" are defined as an employee's assigned work hours and days of the week. Where work schedules vary, they will be posted at least ten (10) calendar days prior to the effective date of the posted schedule. Assigning an employee additional hours on an overtime basis is not considered a change to the work schedule. Hours worked outside of the established work schedule shall be considered overtime unless the employee voluntarily agrees to adjust the work schedule. Involuntary schedule changes

must be for legitimate operational needs and rotated equitably among employees and must be for the total hours of the scheduled workday, which is being changed.

- B. Nothing in this agreement shall preclude, with prior approval of shift supervisor, trading time or “swapping” shifts among employees in the same classification provided they have the particular skills necessary to perform the work and such swaps do not increase Employer costs or substantially disrupt work. In the event of any such changes, the shift supervisor shall notify the Chief of Police or designee.
- C. There will be no split shifts.

Section 5.5 – Schedule Change/Approved Leave

- A. Barring an emergency, the University agrees it will not make an involuntary schedule change that affects an employee’s previously scheduled and approved leave.
- B. In the event the University seeks to permanently implement new day/hours for a position that had not previously worked such hours, the University shall provide the Union with notice and an opportunity to bargain in accordance with this Agreement. The University maintains the right to implement temporary shift changes for a period up to three (3) months. The Union will be notified of all changes to procedure for selecting shifts and time and attendance recording practices and the parties shall have the opportunity to bargain regarding the same in accordance with this Agreement.

Section 5.6 – Work Time

Work time includes time during which an employee:

- A. Is on duty, whether at the employee’s principal job site or at a remote location;
- B. Is on paid leave;
- C. Participates in training activities as a job assignment;
- D. Is on the employer’s premises and is on call and waiting for work;
- E. Is not on the employer premises, but is officially on call and waiting for work, and the employee’s personal activities are substantially restricted;
- F. Participates in required activities immediately before the beginning or immediately after the end of an assigned shift;
- G. Travels to and from work after being recalled to work after the employee has completed the standard workday;

- H. Travels to and from work after being called to work on the employee's scheduled day off if the employee works fewer than eight hours as a result of being called in on the employee's scheduled day off;
- I. Travels between home and work sites other than the assigned office;
- J. Any other time defined as work time under the Fair Labor Standards Act, if applicable;
- K. Employees who are authorized by the Chief of Police or his designee to perform work with the telephone in an emergency or non-emergency situation, before or after their regularly assigned tour of duty, in excess of nominal time (30 minutes), shall be compensated at the straight time or overtime rate as appropriate and in accordance with the Fair Labor Standards Act. The Employer reserves the right to verify calls and require documentation of the call including but not limited to date, time and length of call; time spent addressing the emergency or required work, name of client or contact; reason for the emergency or required work and signature of the employee.

Section 5.7 – Meal Break

Employees shall be allowed to have a paid thirty-minute meal break during their shift; however, employees shall be responsible for responding to calls.

Section 5.8 – Meal Allowance

An employee who is required to work more than two (2) hours beyond regular work schedule or who incurs travel related expenses incidental to the employee's work assignment shall be reimbursed for meal expenditures to the allowable statutory (State of Maryland) per diem per shift provided documentation for reimbursement is submitted by the employee.

Section 5.9 – University Functions and Cancellation Compensation

- A. Employees shall only be required to work official University functions to include Registration, Homecoming, Convocation, Commencement or other official functions as determined at the discretion of the President of the University or his/her designee. Consideration shall be given to regular work schedules when making assignments for university functions.
- B. The University shall use its best effort to provide UPOs a minimum of five (5) business days' notice of University functions they are scheduled to work.
- C. If an employee is scheduled to work a University function during their regular tour of duty, cancellation compensation will not apply.

- D. If an employee is scheduled to work a University function in an overtime capacity, and is informed that he/she is not needed to work the function or event, the employee may be entitled to cancellation compensation under the following terms: If less than two (2) hours of notice prior to the function or event, the employee shall be paid four (4) hours overtime pay. If between 2 to 8 hours' notice prior to the event the employee shall be paid two (2) hours of overtime. If eight or more hours' notice is given, no compensation shall be paid.
- E. The University will not be held accountable when University functions are cancelled due to natural disasters, state of emergencies as declared by State of Maryland government officials or the President of the University or his designee and all other events beyond the University's control.

Section 5.10 – Minimum Staffing Requirements

- A. The University will maintain adequate staffing to ensure the safety of its community and property. Pursuant to Section 13-601(e) of the Maryland Education Article, Annotated Code of Maryland, the University may make use of campus security force or building guards to augment the Campus Police Force. In the event that an unforeseen vacancy occurs, the University shall use its best efforts to fill the vacancy in an expeditious fashion.
- B. Under the Title 12 of the Education Article, Subtitle §12-109(g), the University has the authority to create any position with existing funds available to the University to the extent the cost of the position including the cost of any fringe benefits is funded from existing funds. However, the total number of positions authorized shall be limited as specified annually in the State budget bill.
- C. The University will review its police staffing during each budget-planning period to determine adequacy of staffing. As part of the review of police staffing the University shall meet with representatives of the Union to receive input.
- D. The University shall make its best efforts to ensure that there will consistently be a minimum of two officers working in a patrol capacity during all shifts when students are in residence and classes are in session, excluding intersession and summer school.

ARTICLE 6 – OVERTIME, SHIFT DIFFERENTIAL, ON-CALL AND CALL-BACK COMPENSATION, LIGHT DUTY

Section 6.1 – Overtime

- A. Except as otherwise provided in Section 6.3, employees shall be paid for overtime pay for any hours worked over forty (40) hours in that employee's standard work week at a rate of one and one-half the employee's regular hourly rate of pay.
- B. When the University determines that operational needs warrant the use of overtime, it shall assign overtime in the following manner:
 - 1. The University shall maintain a list of those employees who have expressed a preference to work overtime, and will offer overtime to the employees on said list in a descending order beginning first with highest rank and within rank by highest seniority as per Article 27; and
 - 2. Only after the University has exhausted efforts to assign overtime to those on the aforementioned voluntary overtime list shall the University assign mandatory overtime to a rotating list in ascending order beginning first with lowest rank and within rank by lowest seniority.

Section 6.2 – Compensatory Time

- A. Employees, with the approval of the University, may elect to take compensatory time, paid at time and one-half, or for weather-related emergencies, double time, in lieu of cash payments for overtime. Employees shall inform the University of their choice of cash overtime or compensatory time before working overtime. Employees will be allowed to declare their election of compensatory time prior to working overtime but in no case more than on a pay period basis. Opportunity for employees to work overtime will not be affected by their election of cash or compensatory time. Employees can accrue compensatory time and must use such time within three (3) months of earning such compensatory time or the employee will receive payment for the unused compensatory time. Use of such compensatory time will be granted in a fair and equitable manner.
- B. The University on a case-by-case basis will consider a request for compensatory time and approval shall not be unreasonably denied.
- C. A request to use earned compensatory time will be approved, provided that the employee shall give the supervisor reasonable and proper notice as follows:

1. The employee gave the supervisor reasonable and proper one-day notice of the employee's intention to use compensatory time; and
 2. The employee's use of compensatory time does not unduly disrupt University operations.
- D. All unused compensatory time available for use by the employee will be paid upon an employee leaving State service or upon death to the employee's estate at the final rate received by the employee.

Section 6.3 – Callback Pay

- A. Employees called in or back to work outside of their regularly scheduled shift are entitled to be paid at the rate of one and one-half times the employee's regular hourly rate of pay for each hour worked on the off duty day. The employee shall receive pay for a minimum of three hours. Travel time counts towards call-back time. Only the Chief of Police or designated supervisors that are identified on a written list that shall be provided to the Union are authorized to grant callback pay. All authorization to grant callback pay will be in writing.
- B. An employee's shift will not be adjusted as a result of the employee being called back into work unless the employee agrees to have his/her shift so adjusted.
- C. Any employee who is called back during a qualifying shift shall receive a pro-rata shift differential.

Section 6.4 – On-Call Pay

- A. Employees are entitled to on-call pay if they are required to be available to report to work, as described in Section 5.6 E herein, outside the normally scheduled hours for emergencies or other unusual circumstances. On-call pay shall be at the standard rate of pay. Only the Chief of Police, the Captain or the Chief's designee are authorized to grant on-call pay. A written record must be kept of all instances of on-call pay.
- B. Designated employees shall be assigned to on-call for a period of not more than seven consecutive days (including holidays).

Section 6.5 – Shift Differential

- A. The University shall pay a shift differential to an employee who regularly works a qualifying shift that starts at or after 3:00 p.m. and on or before 7:00 a.m. The rate of shift differential pay shall be fifteen dollars (\$15.00) per shift for the following shifts:
 1. Start time 3:00 p.m. to 11:00 p.m.

2. Start time 11:00 p.m. to 7:00 a.m.
- B. Shift differential shall be paid for an employee who is assigned to a qualifying shift while on approved leave with pay. An employee who is on a permanent schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift.
- C. Eligible employees who work all or part of an established qualifying shift will receive shift differential for the portion of time worked during the qualifying shift. The rate of pay shall be fifteen dollars (\$ **15.00**) per shift .

Section 6.6 – Light Duty

- A. Employees are eligible for light duty if appropriate licensed medical practitioner certifies the illness or injury.
- B. An employee on light duty is defined as a person that is unable to perform the essential job duties and responsibilities as detailed in the job description for the position due to an illness or injury as determined by an appropriate licensed medical practitioner.
- C. The employee assigned to light duty shall not work more than eight (8) hours and shall not be assigned additional duty. Assignment to light duty shall not be for more than six (6) months, however, upon submission of an updated medical evaluation provided by an appropriate licensed medical practitioner, the period may be extended up to but not to exceed one year. Probationary periods shall be extended by the period of time employees on probation are assigned light duty. The employees are allowed to work holidays while on restricted duty provided the holiday falls on an employee's normal workday.
- D. The employee is required to provide medical certification. This documentation must be signed by an appropriate licensed medical practitioner describing the medical condition and prognosis and defining any medical limitations on the employee's ability to perform all duties associated with the position.
- E. The following procedures will be followed when requesting light duty:
 1. The employee must request light duty status in writing;
 2. The employee must provide medical certification as provided above; and
 3. The employee must wear civilian wear while on light duty. No sports or casual wear will be permitted.

4. Before returning to active/full duty, the employee must obtain a medical certificate, which states that the employee is medically fit to perform all duties, which the employee may be assigned.

ARTICLE 7 – HOLIDAYS

Section 7.1 – Minimum Annual Holidays

- A. Employees shall receive a minimum of eleven (11) paid holidays per calendar year, all of which shall be floating holidays to be taken when the employee desires, or elects and upon the supervisor's approval and subject to staffing needs. In election years, employees shall receive a minimum of twelve (12) such holidays.
- B. All unused holidays shall be taken by January 31 of the next year or employee will receive a cash payout for unused holidays.
- C. Employees must be in an active pay status the day before the holiday and one day after the holiday.
- D. Employees who leave employment with Bowie State University are entitled to be paid for any unused holiday leave that has been earned as of the date of separation.

Section 7.2 – Recognized Holidays

- A. The following days shall be recognized and observed holidays, for purposes of determining eligibility for holiday pay:
 1. New Year's Day;
 2. Dr. Martin Luther King Jr. Birthday;
 3. President's Day;
 4. Memorial Day;
 5. Independence Day;
 6. Labor Day;
 7. Columbus Day;
 8. Veteran's Day;
 9. Thanksgiving Day;
 10. Friday after Thanksgiving;
 11. Christmas Day; and
 12. Each Statewide Election Day

- B. In addition, any day officially designated by the President of Bowie State University or the Governor of the State of Maryland as a holiday, shall be considered and treated as a paid holiday.
- C. Upon request and approval, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay at the employee's choice.

Section 7.3 – Holiday Pay

All employees required to work or who work with prior approval any part of a recognized holiday, may elect to be paid double time and not take another day off or the employee may elect to be paid regular rate and take another day off.

ARTICLE 8 – PERSONAL LEAVE

- A. Employees shall be entitled to five (5) personal leave days with pay beginning with January 1 of each calendar year. All unused personal leave as of the end of the calendar year shall be forfeited if not used by March 31 of the next year. No employee shall be paid for unused personal leave.
- B. Two of the five personal days may only be taken after prior approval is obtained, and must be taken during University non-peak time. For all other personal leave days, prior approval is required when an employee intends to use personal leave for two (2) consecutive days or more. Approval shall not be unreasonably denied. Employees must notify the supervisor when using personal leave. Personal leave may be used for any purpose.

ARTICLE 9 – ANNUAL LEAVE

Section 9.1 – Accrual of Annual Leave

- A. Full-time employees shall accrue annual leave on the following basis:
 - 1. 1st to 6th month of employment, leave is earned but is not available for use;
 - 2. 7th month through 1st year of service – Eleven (11) days;
 - 3. 2nd year through completion of the 2nd year of service – Twelve (12) days;
 - 4. 3rd year through completion of the 3rd year of service – Thirteen (13) days;
 - 5. 4th year through completion of the 4th year of service – Fourteen (14) days;
 - 6. 5th year through completion of the 10th year of service - Fifteen (15) days;

7. 11th year through completion of the 20th year of service – Twenty (20) days; and
8. Starting with the 21st year of service – Twenty-five (25) days.

B. The amount will be pro-rated for part-time employees. Employees shall be allowed to take annual leave in increments up to two (2) weeks. With the approval of the Chief of Police or the designated supervisor, an employee may take up to three (3) weeks of annual leave if it does not impede the operation of the unit.

Section 9.2 – Approval

Annual leave may be taken subject to advanced approval from the Chief of Police or the designated supervisor. Requests for use of annual leave shall not be unreasonably denied. Employee shall be notified as promptly as reasonably possible regarding the status of a request for use of annual leave so they may plan vacation time accordingly. Management shall make reasonable efforts to accommodate all employees' requests for annual leave for the dates requested. In the event of a conflict, annual leave shall be granted on a first come, first serve basis.

Section 9.3 – Accumulated Annual Leave

- A. Employees shall be allowed to accumulate annual leave and may carry up to a maximum of fifty (50) days or 400 hours of accumulated annual leave from one year to the next except as indicated below. Employees must use any annual leave accrued in excess of the fifty (50) days or 400 hours by the first pay period in the next calendar year. If the employee is twice denied the opportunity within a calendar year to use annual leave in excess of fifty days, or 400 hours by his employer, the employee shall be permitted the option of either cashing out the excess annual leave or carrying the leave over into the next calendar year. The maximum will be pro-rated for part-time employees working fifty percent (50%) or more.
- B. Such payment may be made only when the employee has submitted two (2) or more timely written requests to use annual leave during the calendar year and such requests to use annual leave have been denied in writing for legitimate operational reasons. Annual leave requests shall be submitted in accordance with University procedures. The employee shall submit the form through their supervisor, who shall, within 10 days, either grant or deny the leave, unless the requested leave days are sooner than 10 days. The employee's supervisor shall provide any such denial in writing which states the administrative reasons for the denial.

C. Payment may only be denied due to financial hardship. In the event that the Vice President or designee decides that payment shall not be made, the Employee shall be permitted to carry forward all of the accumulated unused annual leave.

Section 9.4 – Payment Upon Separation

Employees who leave the University are entitled to compensation for any unused annual leave that has been credited and available for use as of the date of separation, and shall be paid for all accumulated annual leave two (2) weeks after the employee receives his/her final paycheck. In the event of the death of an employee, the employee's estate will be paid for all accumulated but unused annual leave.

ARTICLE 10 – SICK LEAVE

The parties hereby agree to be bound by USM policy VII-7.45 – Policy on Sick and Safe Leave for Nonexempt and Exempt Staff Employees, as amended from time to time, and the Maryland Healthy Working Families Act of 2018, as amended from time to time. A copy of the Policy and the Act are attached as Appendices to this Agreement).

ARTICLE 11 – ACCIDENT LEAVE

The parties hereby agree to adopt the policy as stated in the University System of Maryland Section VII-7.40 (Approved by the Board of Regents, May 1, 1992, amended October 9, 2015 and as further amended from time to time), a copy of which is attached in the Appendix to this Agreement, with the following exception:

Accident leave is leave in which the employee is compensated at his/her regular rate of pay, subject to full federal and state taxation. In addition, an employee who is on accident leave shall continue to receive all benefits. An employee may not receive temporary or total disability benefits under the Workers' Compensation Act while the employee is receiving payment under this Section.

ARTICLE 12 – FAMILY AND MEDICAL LEAVE

The parties hereby agree to adopt the policy as stated in the University System of Maryland Section VII – 7.50 (amended by the Board of Regents October 9, 2015, and as further amended from time to time, a copy of which is attached as an Appendix to this Agreement).

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

The parties hereby agree to adopt the policy as stated in the University System of Maryland, Section VII-7.12 I-X (Approved by the Board of Regents, May 1, 1992; amended October 9, 2015, and as further amended from time to time), a copy of which is attached in the Appendix to this Agreement.

ARTICLE 14 – ADMINISTRATIVE LEAVE

Section 14.1 – Administrative Leave Granted Under Holiday Schedule

In addition to holidays, employees shall receive a minimum of three (3) administrative leave days per year to be scheduled and taken subject to staffing needs. These days are to be requested and approved in advance of use. The three (3) administrative leave days are in addition to any administrative leave provided in Article 4, Section 4.4 for participation in Union Activities. Employees must request and management must approve requests to take administrative leave under this Section no later than March 31 of the following year, and in the event that the University denies the request the employee shall be paid for all unused administrative leave.

Section 14.2 – Administrative Leave under Other Circumstances

- A. Except as stated in Section 14.1 above the parties hereby agree to adopt the policy as stated in the University System of Maryland Section VII – 7.20 (amended by the Board of Regents October 9, 2015 and as further amended from time to time, a copy of which is attached as an Appendix to this Agreement.
- B. Bargaining unit members who are required to physically work on site when employees have ordered to telework because of weather or other emergency condition declared by the Governor of Maryland or the President of the University shall be compensated with compensatory leave or payment equivalent to the Administrative Leave granted to non-essential employees who are released from the same facility.
- C. Only extenuating circumstances of the most serious nature will warrant the exemption of an essential employee from the requirement to report for duty in a timely manner.

ARTICLE 15 – MILITARY LEAVE

The parties agree to follow the USM Board of Regents Policy VII – 7.23 as amended October 9, 2015, and as further amended from time to time, a copy of which is attached in the Appendix to this Agreement.

ARTICLE 16 – WAGES

Section 16.1A – Limited Merit Pay Adjustment and COLA Reopener

Bargaining Unit employees shall be granted any Cost of Living and Merit Pay Increases which may be approved by the General Assembly and the Governor for fiscal year 2022. This MOU is subject to reopening for the sole purpose of negotiating an agreement as to what Merit Pay adjustment, if any, and what COLA, if any, and what funding conditions and requirements for both items shall be included in the Bowie State University budget requests submitted to the University System of Maryland for fiscal years 2023 and 2024. Reopening shall be at the request of MCEA by August 1, 2022 for fiscal year 2023 and by August 1, 2023 for fiscal year 2024. Subject to approval and funding by the General Assembly and controlling directions or restrictions imposed by the Governor or General Assembly, COLA and/or Merit Pay adjustments for fiscal years 2023 and 2024 agreed upon by BSU and the MCEA subject to the provisions of this Section shall be incorporated into this MOU.

Section 16. 1B – Recruitment and Retention of Officers

16.1B (1) In order to enhance the ability of the University to recruit and retain highly qualified individuals to serve as police officers, the University and the Union agree to participate in a joint review of the current pay structure. The joint review shall be concluded no later than July 1, 2021. No later than August 1, 2021 either party may request a reopening of this MOU for the sole purpose of negotiating what, if any, modifications should be made based upon the joint review.

16.1B (2) Any employee whose base salary exceeds the applicable stated salary grade maximum will have the applicable merit adjustments paid in the form of a non-base bonus until such time as the employee's base salary does not exceed the applicable stated pay grade maximum. Any portion of the wage adjustment that would otherwise cause the employee's salary to exceed the stated maximum of the employee's pay grade will be in the form of a non-base bonus.

16.1B (3) The University agrees that it will raise the starting salary range for all newly hired UPO II's to \$50,000 per year. All UPO II's hired after January 1, 2015 shall have their pay increased to a minimum of \$50,000. Pay increases will become effective at the time of final approval of this Agreement by the Board of Regents and actual payment will retroactive to that date.

16.1B (4) Within sixty (60) days of the final Board of Regents approval the University shall meet in good faith with the Union to discuss salary adjustments for all UPOs hired before January 1, 2015. Said salary adjustments resulting from these discussions shall be a one-time occurrence and shall be retroactive to the effective date of approval of the MOU by the Board of Regents.

Section 16.2 – Acting Capacity Pay

- A. Acting capacity pay shall be approved on an hour to hour basis after the employee has been in the position for thirty (30) days and may continue for a maximum period of twelve (12) months. Additional extensions are allowed based on the legitimate operational needs of the University; however, after a UPO has been in acting capacity for the maximum period, another UPO must be identified for any subsequent extensions. No UPO shall function in acting capacity for longer than twelve (12) months.
- B. The amount of acting capacity pay shall be the greater of 6%, or applicable USM/Board of Regents policy as amended from time to time, but not less than the minimum of the salary range for the position and compensation shall be retroactive to the initial date the employee assumed the acting capacity duties. When in an acting capacity, the Employee shall be governed by whatever Agreement or policies that is applicable to the position for the duration of the acting assignment.
- C. The University may not require an employee to assume acting capacity duties unless they are paid additional compensation for any period exceeding thirty (30) calendar days, at the conclusion of the acting duty status, the employee will no longer receive acting pay and will be paid at their previous salary plus any cost of living adjustments and/or merit increases the employee would otherwise be entitled to receive.

Section 16.3 – Field Training Officer and Certified Training Instructors

BSU Officers designated as a certified Training Instructor or Field Training Officer by the Maryland Police Training Commission (MPTC) shall receive additional compensation of \$2.00 per hour for all hours worked while actually performing the duties as mandated by the MPTC Program. In order for a bargaining unit employee to be eligible to be assigned by the University into this position, the UPO must have completed the mandated certification training program. The Chief of Police or his/her designee shall have the sole right to designate when an officer is to serve as a Training Instructor. Field Training Officers who are assigned and perform the duties in the capacity of an Event Coordinator shall receive an additional \$2.00 per hour for all hours worked while performing those duties.

ARTICLE 17 – PERFORMANCE EVALUATIONS

Section 17.1 – Performance Ratings

- A. Employees shall receive written performance evaluations annually. Supervisors will meet with employees and review performance objectives in writing at least once per year

during the rating period. Employees shall receive performance ratings, which will be as follows:

1. Outstanding
 2. Above Standards
 3. Meets Standards
 4. Below Standards
 5. Unsatisfactory
- B. Employees shall have the right to appeal their performance evaluation ratings for procedural deficiencies through the grievance process or for ratings that result in Below Standards or Unsatisfactory.
- C. The supervisor conducting the performance evaluation shall be the employee's immediate supervisor who is in the ordinary course of business the individual responsible for assigning and reviewing the employee's work, signing time sheets and approving leave.
- D. The supervisor and the employee will discuss the specific expectations and standards for the upcoming year, and employees will be informed of the objectives and factors upon which their performance will be evaluated. The supervisor will provide and review with the employee a written position description, which properly explains the duties and responsibilities upon which the employee shall be evaluated.

Section 17.2 – Mid-Year Performance Appraisal

- A. The supervisor should prepare a written mid-year performance appraisal six (6) months after the beginning of the current rating period. If the employee's performance deteriorates during the current rating period, the supervisor must conduct a mid-year appraisal. If a mid-year performance appraisal is conducted, the supervisor must meet to discuss the mid-year appraisal with the employee and will document in writing the results of the appraisal and will include in that documentation:
1. Any modification made to the employee's job description;
 2. Specific tasks and standards established by the employee and the supervisor, which will assist the employee in accomplishing his/her overall objectives for the next appraisal period;
 3. Any training needs established.

Section 17.3 – Annual Appraisal

- A. The annual appraisal shall include the following:

1. An overall performance rating;
 2. The specific tasks which the employee needs to achieve during the next appraisal period and performance objectives;
 3. Modifications to the employee's job description; and
 4. Recommendations for training as appropriate.
- B. If the supervisor has been the employee's supervisor for less than six (6) months, the employee's former supervisor, if available, will provide input.
- C. The Chief of Police must approve an employee's end-of-year evaluation and the Chief, with written justification, may change ratings. The Chief may not change an employee's end of year evaluation unless written justification is provided which cites the employee's performance standards and the employee's actual performance. The supervisor shall give the employee a copy of the end-of-year appraisal, which will be signed by the employee, and a copy will be placed in the employee's personnel file. A statement of an employee's objection to an appraisal or comment may be attached within sixty (60) days of receipt of the current evaluation and placed in the employee's personnel file.

Section 17.4 – Performance Evaluation Salary Increase

An employee earning a rating of "above standards" or "outstanding" may receive an additional salary increase beyond the Cost-of-Living Adjustment on an annual evaluation. These increases may be awarded to employees based on the University's financial condition. The University shall not allow or condone the deflation or lowering of an employee's performance rating in an effort to avoid payment of performance evaluation salary increases.

ARTICLE 18 – TRANSPORTATION EXPENSES

Employees, directed by the University to travel for official University business, will be provided a vehicle by the University, depending upon vehicle availability. When circumstances make it impractical for an employee to obtain a University vehicle on the day the vehicle will be used, employee(s) may request the vehicle at the end of the prior day's shift, and the University will make reasonable accommodation consistent with the efficient operation of the unit. If such request cannot be granted, the employee may use his/her own vehicle and be reimbursed at the full rate, in accordance with the University System of Maryland's policy on travel. The University will reimburse employees for transportation and travel expenses, and expenses for lodging and meal if overnight travel is required, upon presentation of valid transportation documentation.

ARTICLE 19 – HEALTH, SAFETY AND WELFARE

Section 19.1 – Duty Safe Work Environment

The University shall provide a safe, secure and healthy working environment for all employees. The University shall comply with the federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

Section 19.2 –Emergency Conditions

When a UPO is confronted with a situation, such as fire or hazardous chemical spill, that he or she deems dangerous based on their police training, the officer may choose not to expose him or herself to those conditions. However, in the event of an active shooter or other violent threat situation, when other individuals are in imminent threat of loss of life or serious bodily harm, a UPO is required to take immediate police action, appropriate to the particular circumstances, in accordance with Bowie State Police Department training, to protect the lives of individuals who are under imminent threat. In any case the UPO is required to call for help and help secure the scene once assistance arrives. If it is determined by an independent review board that the officer's actions were not justified in the situation based on objective standards, discipline may result subject to the Law Enforcement Officer's Bill of Rights. However, the board itself cannot discipline the UPO or recommend discipline. The independent review board shall be appointed by the Department and shall consist of two (2) UPOs from Bowie State University, at least one of whom shall be of the same rank as the officer, one (1) UPO from another university Police Department, one faculty member, and one staff member from Bowie State University. The seated Board will elect the Board's chair.

Section 19.3 – Personal Protective Clothing and Equipment

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

Section 19.4 – Workplace Violence

The University acknowledges its commitment to provide a safe work environment for all employees.

Section 19.5 – Workplace Safety Task Force

The Department shall create a Workplace Safety Task Force consisting of an equal number of representatives from the department, employees from the bargaining unit, and representatives of the Union. The purpose of this task force, which shall meet quarterly, is for the employees to address workplace safety concerns and propose to the department solutions and

suggestions to greater improve the safety of all employees within the unit. The department agrees that employee recommendations shall be seriously considered and implemented, unless legitimate reasons prohibit such. The employees may challenge the department's failure to implement recommendations through the grievance process. Employees who serve on the Workplace Safety Task Force are entitled to compensation for their participation, to be paid at the regular hourly rate. In the event that a meeting is held outside of the employee's regular shift the employee shall be paid in accordance with Section 6.1 of this Agreement.

Section 19.6 – Access to Campus Facilities

UPO's shall have free access to and use of all campus facilities open to the general University population, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library and computer facilities.

ARTICLE 20 – PERSONNEL FILE

- A. There shall be only one official personnel file for each employee, which shall be confidentially maintained in the Office of Human Resources. In addition, there shall be an official Department of Public Safety supervisory file which shall be confidentially maintained. Each employee, individually or through his or her designated representative shall be permitted to make one copy of any document(s) from his/her personnel file and from his/her supervisory file. Employees shall have the right to know of any and all information which is placed in his/her personnel or supervisory files, and any derogatory or negative material shall be initialed and dated by the employee to acknowledge that he/she was provided a copy of the document in question. The employee's initials indicate only that he or she received a copy of the document, and shall not be construed as consent to its content. Copies of any and all grievances, Form 95s, reports of ongoing internal investigations and supporting documentation related to such matters shall not be kept in the employee's official personnel files. There shall be no anonymous materials placed in the employee's personnel file.
- B. Employees shall have the right to respond in writing and/or through the grievance procedure to any derogatory or negative documentation placed in their official personnel files, except when employees had previously had the opportunity to grieve said documentation. Any written response by the employee shall be appended to the

appropriate document, provided the employee identifies in writing the appropriate document.

- C. Outside inquiries regarding an employee's status or requests for references shall be directed to the Office of Human Resources except to the extent that there is a legal obligation that such inquiries be answered directly by the Department of Public Safety.. BSU shall respond to requests for personnel records only upon being provided a written authorization signed by the employee involved or upon being required to do so by law.
- D. After twelve (12) months without any further disciplinary action and upon the written request of the employee, counseling session memos and records of verbal warnings shall be expunged from the official supervisory file maintained by the Office of Human Resources and the official personnel file maintained by the Department of Public Safety. Written reprimands and suspensions are a permanent part of the employee file. After 36 months, however, letters of reprimand shall not be used in assessing discipline, if there has been no further disciplinary action within that time frame.

ARTICLE 21 – PROBATION

The parties hereby agree to adopt the policy as stated in the University System of Maryland Section VII – 7.1.21 (approved by the Board of Regents, July 12, 1996; amended October 9, 2015 and as further amended from time to time) a copy of which is attached in the Appendix to this Agreement.

ARTICLE 22 – JOB DESCRIPTIONS

Section 22.1 – General

Each year, to coincide with the performance evaluation process, each employee shall receive a complete and accurate job description. When job descriptions are changed, employees shall be furnished a copy. All job duties shall be specified in the employee's job description and the University shall not rely upon open-ended, and non-specific terms such as "other duties as assigned" when completing an employee's job description. Duties within the scope of the employee's classification may be added and/or deleted as deemed necessary by management; however, an employee may not be evaluated on a job duty that he or she has not been officially advised of.

Section 22.2 – Communication Functions

Upon completion of the probationary period, a UPO may, in emergency situations, be required or assigned to perform the duties of a police communications officer, including, but not

limited to, responding to calls operating the switchboard or communications desk. Employees may not be scheduled to work the switchboard or communications desk for more than one (1) hour per shift, unless on light duty.

ARTICLE 23 – TRAINING AND EDUCATION; TESTING

Section 23.1 – Accreditation, Licensure or Certification

Employees who are assigned or volunteer and are approved by the University to assume additional duties in their job classification which require accreditation, licensure or certification shall be granted time off with pay, consistent with the operational needs of the employer, and be reimbursed for any cost associated with the accreditation, licensure or certification. The University shall grant the necessary time-off with pay and/or provide in-service training for employees required to maintain accreditation, licensure, or certification as a minimum qualification for their position. The University shall reimburse the costs required to maintain accreditation, licensure or certification.

Section 23.2 – New Hires

All new hires must serve a one-year probationary period and must receive a six-month interim evaluation. At the conclusion of the probationary period, the employee will receive a twelve-month cumulative performance review. The employee will receive a 2.5% pay increase at the end of the twelve-month probationary period, if they get a minimum rating of “meet standards.” Failure to achieve a “meets standards” rating may result in termination of employment.

Section 23.3 – Training

- A. Employees may be permitted and encouraged by the University to participate in training and other educational activities.
- B. In addition to mandatory annual in-service and firearms training, employees may be permitted to participate in voluntary training programs held outside the University, and shall be permitted to enroll in a minimum of forty (40) hours of training per calendar year.
- C. Whenever employees participate in required training programs, they will be given time off from work with pay to attend such programs.
- D. Travel time in excess of the employee’s normal, round trip commute, and documented expenses associated with participation in the training, will be reimbursed by the University according to Maryland state travel regulations.

- E. The cost of such training will be paid by the University. In order to promote consistency, training shall normally be conducted at a facility within Prince George’s County. However, with the approval of the Chief of Police or his/her designee, training may be approved at other training sites.
- F. When an employee is scheduled for a training event, the training serves as a duty day.
- G. An officer may not be scheduled to work a shift immediately before or after the training event, unless he or she voluntarily agrees to do it.

ARTICLE 24 – DISCIPLINE

- A. All employee discipline and investigation shall be governed by and the employees shall maintain the full protection of the Law Enforcement Officers Bill of Rights (“LEOBR”), Annotated Code of Maryland, Public Safety Article, Section 3-101 et seq. (2003) with the following modification:
 - 1. The employee shall be notified by the University, in writing, that the employee may elect either an “Administrative hearing board” as defined in the LEOBR, or may elect an alternate hearing board as follows:
 - a. The alternative hearing board shall consist of three (3) members, one (1) of whom will be selected as per item B below, and the other two (2) shall be selected by the Chief, however, one (1) of the two selected by the Chief must be an officer of the same rank as the employee facing disciplinary action.
 - b. The employees shall, on an annual basis, select three (3) officers who shall serve as employee representatives for hearing boards. At such time as a hearing board is convened, one (1) of the elected employee representatives shall be assigned, on a rotating basis, to be a member of the hearing board. In the event that the officer to be assigned to the hearing board had a part in the investigation or interrogation of the employee about whom the hearing board is convened, that officer shall be passed over and the next officer on the list assigned to the hearing board.
- B. The employee about whom a hearing board is convened may object, for cause, to the assignment of any member of the hearing board. A ruling on the employee’s challenge to the hearing board member shall be made by the remaining hearing board members. An employee who is currently being disciplined may not serve on a trial board.
- C. The parties further recognize, agree, and understand that the procedures set forth in the

LEOBR are the sole and exclusive procedures for resolving matters subject to the LEOBR and no aspect of any matter subject to the LEOBR is subject to the grievance procedures contained in Article 25 of this Agreement. The discipline of probationary employees shall continue to be governed by applicable Board of Regents policies except in instances of alleged brutality, which are subject to LEOBR, Md. Annotated Code, Public Safety Article, §3-101(e)(2)(iv) and 3-104 (2003).

ARTICLE 25 – GRIEVANCES

Section 25.1 – General

Bargaining unit employees have the right to file grievances in accordance with the Annotated Code of Maryland, Education Article, Section 13-201 et seq., as amended from time to time, and shall also have the right to challenge the interpretation or application of the Agreement pursuant to the process set forth in Education Article, Section 13-201 et seq. In a grievance arising out of a dispute over the application of this Agreement, only a representative of the Union may represent the employee. An employee's grievance, arising out of a dispute over the application of this Agreement, must be filed by a professional Union representative. For purposes of such grievances, the Union shall provide a list of its authorized professional Union representatives to the University. The University agrees that it shall not retaliate against employees because of filing of any grievance. Sections 2 and 3 herein set forth, in part, the current language of Section 13-201.

Section 25.2 – Definitions

- A. *In general* – In this Article, 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 mid-week days off.
- C. *Grievance* – “Grievance” means any cause of complaint arising between an employee and his employer on a matter concerning, alleged discrimination, promotion, assignment, or interpretation of application of the University rules or departmental procedures over which the University management has control, or interpretation or application of a provision of this Agreement. If the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing not specifically addressed in this Agreement such is not a grievable issue.

Section 25.3 – Steps in Grievance Procedure

- A. *Availability of procedure; number of steps* – If, following informal discussion with the

supervisor a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.

1. **Step One** – Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act. 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 five (5) days after the receipt of the written grievance, a conference shall be held with the aggrieved or the employee's designated representative and within five (5) days after the conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

Both employee and 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.

2. **Step Two.** The appeal shall be submitted to the president of the University or the president's designated representative within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated

representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.

3. **Step Three.** In the case of any still unresolved grievance between an employee and the University, the aggrieved employee, after exhausting all available procedures provided by the University, 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.

B. Authority of Chancellor or administrative law judge.

1. The Chancellor or administrative law judge, as appropriate, shall have the power to award back pay in any grievance, and the president of the University shall enforce such order. In any reclassification case in which the Chancellor or administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one year prior to the initial filing of the grievance.

C. Coercion, discrimination, interference, reprisal and restraint prohibited.

1. During any stage of a complaint, grievance, or other administrative or legal action that concerns State employment by a full-time or part-time employee, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of an institution solely as a result of that

employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.

2. An employee of the University may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.
3. An employee who violates the provisions of this Subsection is subject to disciplinary action, including termination of employment.

25.4 - Miscellaneous Provisions

- A. In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- B. Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted to UPO witnesses scheduled to work during the grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- C. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three (3) employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five (5) employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- D. Employee complaint forms shall be available in the Office of Human Resources. The University form shall be used.
- E. An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- F. A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
- G. A record of each grievance and its disposition shall be furnished to the employee

involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the Office of Human Resources which shall be available to the employee or the employee's representative.

- H. At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
- I. A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- J. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- K. It is the responsibility of each party involved in the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.
- L. A grievance may start with a complaint or request by a permanent or temporary employee.
- M. An employee may be represented at every step of the grievance procedure by a party or organizational representative.
- N. An employee shall receive a copy of this grievance procedure upon employment at the University.
- O. Both parties shall make an effort to resolve the grievance at the lowest possible level.
- P. All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
- Q. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
- R. Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- S. Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person

hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

25.5 - Sovereign Immunity; Satisfaction of Awards

- A. *Defense of sovereign immunity unavailable.* The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this Section, or the personnel policies, rules, and regulations for classified employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.
- B. *Funds provided for satisfaction of awards.* The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.
- C. *Awards, which have not been satisfied.* Awards under this section that have not been satisfied pursuant to Subsection (b) of this Section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.

Section 25.6 - Employer/Union Disputes

In the event of an alleged violation between the University and the Union over any of the provisions of this MOU which cannot be made subject to an employer grievance, the Union shall notify the University of the matter in writing within ten (10) days of when the Union knew or reasonably should have known of the alleged violation or disagreement. The parties will then meet and confer about the matter within ten (10) days of the University's receipt of the written notice, and the parties shall have an additional fifteen (15) days from their meeting to attempt to resolve the matter.

ARTICLE 26 - JURY SERVICE

An employee who is selected for jury duty shall notify the immediate supervisor of this selection within 48 hours of receiving notice of jury duty. An employee regardless of shift assignment who is on jury duty shall be permitted to be absent without loss of pay or charge to any leave for the day (s) of jury service. Upon request, the employee shall be responsible for

providing documentation, which verifies attendance. If, after reporting for jury duty, it is determined that the individual's services are not required and the individual is dismissed for the day, the employee shall return to work if there are three (3) or more hours left in the employee's work schedule.

ARTICLE 27- SENIORITY FOR LAYOFF AND REINSTATEMENT

Section 27.1 - Formula for Establishing Seniority Points

- A. Seniority points shall be calculated accordingly:
 - 1. One point for each consecutive month of State employment;
 - 2. One point for each consecutive month of employment at the University; and
 - 3. One point for each consecutive month of employment in the job series at the University.
- B. Employees serve a one (1) year probationary period following satisfactory completion of mandatory police officer training conducted by the Maryland Police Training Academy, and all time commencing from their entry on duty date shall be credited towards seniority upon completion of the probationary period. Approved annual leave, sick leave, injury leave, or any approved leave of absence with pay, or any authorized call to military service shall not break seniority, and the employee shall continue to accrue seniority during the time the employee is on such leave.

Section 27.2 - Seniority Following Reinstatement

An employee shall give notice of resignation at least two (2) weeks in advance. An employee who resigns or otherwise leaves the employment of the University in good standing shall be reinstated to a position with full credit for prior service within three (3) years if selected through a standard hiring process. Seniority shall be determined by the original date of hire; however, seniority does not accrue during such absence.

Section 27.3 - Super Seniority-MCEA Chapter President

- A. The Chapter President of MCEA Chapter 047 shall serve as the designated representative of the bargaining unit and shall hold super seniority over any other employee in his or her classification.
- B. The Chapter President shall serve a one-year term and shall be eligible for re-election annually.
- C. Super seniority shall not afford said employee protection from termination for cause (i.e., poor performance, moral turpitude, insubordination, and criminal offenses), promotional

advantage over other employees or any other privilege typically afforded by seniority, except that it shall protect him or her from a reduction in force during the term of his or her office.

- D. In the event of a reduction in force during the term of the Chapter President, if, using the established formula for seniority, the Chapter President would have been laid off, the Chapter President is protected for the balance of the term.
- E. The Union will provide notification to the employees of the super seniority provision of this Article prior to each election.

ARTICLE 28 - RANK STRUCTURE and CAREER ADVANCEMENT

Section 28.1 – Rank Structure

- A. UPO I-VIII is the classification nomenclature for sworn police officers. In recognition of existing practice and to add clarity to the existing chain of command, the University will permit the below listed equivalencies to be used for internal purpose only.
 - 1. UPO I- Probationary Officer
 - 2. UPO II-Private First Class
 - 3. UPO III- Corporal
 - 4. UPO IV- Sergeant
 - 5. UPO V- Lieutenant
 - 6. UPO VI-Captain
 - 7. UPO VII- Major
 - 8. UPO VIII- Colonel
 - 9. Director/Chief

The University reserves the right to make changes to any of the aforementioned UPO/Ranks that are excluded from the bargaining unit.

- B. The University will provide appropriate insignia for the identification of the employees in each specific rank within the bargaining unit, and the employees will be identified for all internal purposes according to the above rank structure equivalencies.
- C. There shall be at least one (1) position, which shall be at the rank of UPO II, UPO III, or UPO IV that shall be designated as a full-time Investigator for the department. An officer assigned to serve as Investigator shall not be shifted to other duties except as required by

operational needs. The applicant(s) assigned to serve as an Investigator shall conduct criminal, civil and administrative investigations which includes, but is not limited to, the following: reviewing investigatory reports, making recommendations for follow-up, coordination of investigations between and among shifts, conducting background checks and internal investigations, coordinating with outside law enforcement, and obtaining information from the Criminal Justice Information System. For the purposes of internal investigations only, the Investigator(s) shall report directly to the Chief. With respect to complaints filed against bargaining unit employees, the Investigator(s) may be excused from conducting interrogations of accused officers with the permission of the Chief or his designee.

D. Because of the specialized nature of the duties and responsibilities of the position(s) of Investigator, the shift scheduling requirements of Sections 5.2 and 5.3 shall not be applicable.

E. Bargaining unit employees shall not conduct internal investigations on other bargaining unit employees, except in accordance with section C above and as otherwise required by all uniformed police officers under the terms of the Law Enforcement Officers Bill of Rights.

Section 28.2 - Career Advancement

The University and the Union agree to establish a joint committee to provide bargaining unit employees with a career ladder to develop rank advancement opportunities. The committee shall consist of an equal number of representatives of both parties. The committee shall meet in the month of **June 2021**.

ARTICLE 29 - INSURANCE AND BENEFITS

Section 29.1 - Benefit Programs

A. Employees covered by this Agreement 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. Current benefit programs available include the following, but may change from time to time.

1. Savings Bond Program
2. Life Insurance
3. Health Care Program
4. Long Term Disability
5. Health and Dependent Spending Accounts
6. Pension System for Law Enforcement Officers of the State of Maryland/Maryland State Retirement System (as applicable)
7. Deferred Compensation Plan
8. Tax Deferred Annuity Plan
9. Personal Accidental Death and Dismemberment
10. Prescription Drug Plan

Section 29.2 - Open Enrollment

- A. The employer will conduct an open enrollment period each year at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, as provided in the health and insurance plans 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. With the exception of FSA, which must be renewed annually, unless there is a mandatory open enrollment, employees who take no action during open enrollment and who are otherwise eligible will automatically be re-enrolled in their current plans and coverage. The Employer agrees to mail open enrollment information to any employee who, on the first day of open enrollment, is scheduled to be on approved leave for more than 80% of the open enrollment period.
- B. The employer shall ensure that health benefit fairs are held prior to or during open enrollment, that such fairs are well publicized and scheduled during the University's normal business hours to facilitate employee attendance, and that the Union is provided with space at such fairs.

ARTICLE 30-EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 30.1- General

The University System of Maryland through Bowie State University currently provides this confidential service to help BSU employees who face personal matters that adversely affect their lives and/or job performance. The details and benefits of the program may change from time to time as determined by the University System of Maryland. Employees covered by this Agreement who are otherwise eligible may participate in these benefits, as they may exist from time to time, on the same basis and subject to the same terms and conditions as all other similarly situated University System of Maryland employees. Participation in the program is totally voluntary. Supervisors are encouraged to officially refer employees to EAP when a performance and/or behavioral problem have been identified. The employee will be scheduled for an initial assessment with an EAP provider. It should be noted that the initial EAP assessment is considered work-time and no fee or leave will be charged to the employee. However, if treatment is recommended after this session and the employee agrees to attend, a co-payment is required and the employee must use accrued leave for these visits.

Section 30.2 - Referrals

Employees may utilize the EAP as resource to refer them to organizations that offer the appropriate service. Management referrals are not required for employee utilization of EAP services.

Section 30.3 - Domestic Violence Issues

The EAP is an essential part of the State's initiative to eliminate the impact of Domestic Violence issues. Therefore, employees experiencing this problem are encouraged to contact the EAP Coordinator for guidance.

Section 30.4 - Confidentiality

Please be assured the job security and promotional opportunities will not be jeopardized by an employee's participation in the EAP. No information will be released without the expressed written consent of the employee.

Section 30.5 - State Contractor

American Psychiatric Systems (APS) is the contractor for the University System of Maryland's Employee Assistance Program. Information and self-help are available from their website. This is a State-provided benefit through APS Healthcare, Inc. available to all

University System of Maryland employees, retirees and dependents. The University System of Maryland may, at its option, change the contractor from time to time.

Section 30.6 - Form for Referrals

MS561 EAP Supervisory Referral Form in MS Word 97 or PDF formats may be downloaded from the Department of Budget and Management website.

ARTICLE 31-DRUG AND ALCOHOL TESTING

Employees covered by this Agreement must comply with the most recent State of Maryland Substance Abuse Policy (Governor's Executive Order, a copy of which is in the Appendix to this Agreement) and all applicable laws, policies, procedures and programs dealing with alcohol and controlled dangerous substances.

Employees violating the Governor's Executive Order on Substance Abuse or any applicable laws, policies, procedures or programs will face disciplinary action up to and including termination from employment. Appeals of any disciplinary actions taken are subject to the LEOBR and not the grievance procedure contained in this Agreement.

ARTICLE 32-WORK FACILITIES

Section 32.1 - University Police Station

The University Police Department shall be a secured controlled access area. The University will paint, refloor, and replace furniture and mini-blinds in the existing facility from time to time. The University will also explore further modifications to the existing facility as outlined in Section 32.1-32.6.

Section 32.2 - Detention Areas

The University will provide two (2) detention areas within the confines of the existing facility. The specifications of such areas will be determined jointly by the Facilities Department and the Police Department with the approval of the Vice President of Student Affairs.

Section 32.3 - Interview Area

The University will provide an interview area within the confines of the existing facility to conduct interviews in the investigations of police matters.

Section 32.4 - Locker Rooms

The University will from time to time upgrade the existing separate male and female locker rooms. Such upgrades are to be determined by the Facilities Department and the Police Department with the approval of the Vice President of Student Affairs and Campus Life.

Section 32.5 - Parking Facility

The University shall maintain parking facilities for the employees' personal vehicles.

Section 32.6 – Facilities Labor/Management Committee

The University and the Union shall establish a Facilities/Labor Management Committee for the purpose of meeting to discuss improvements for the Department of Public Safety work facilities. The Committee shall be established until the modifications contained herein are completed. The Committee shall be composed of two representatives of the bargaining unit, two representatives of Management and the Labor Relations Manager or designee. The Committee shall meet at such dates and times as agreed upon by Management and Labor, but no less than two times per calendar year unless agreed by both parties. Minutes shall be recorded and maintained reflecting all discussions of the issues and their disposition.

ARTICLE 33-UNIFORMS AND EQUIPMENT; APPEARANCE

Section 33.1-Uniforms

Upon certification, each new employee shall be issued by the University and at no cost to the employee the following:

1. 3 short sleeved uniform shirts
 2. 3 pairs dress slacks
 3. 3 long sleeved (winter) uniform shirts
 4. 1 navy blue arctic foul weather hat
 5. 1 navy blue felt hat
 6. 1 uniform jacket
 7. 1 pair of shoes or boots
 8. 1 nylon jacket
 9. 1 uniform blouse jacket
- A. The University shall provide each UPO effective July 1, 2021 a \$1,000 clothing allowance (including shoes and/or boots). This allowance will cover the replacement and cleaning of all required uniform items as stated in this Article. The bargaining unit members will receive their clothing allowance in two installments in the amount of \$500 each, beginning on July 1, 2021 and January 1, 2021 and for each consecutive July and January throughout the life of this agreement.

Section 33.2-Equipment

- A. Upon certification, each employee shall receive a one-time issue of the following equipment/insignia upon initial employment with the University.
1. Collar insignia (2)
 2. 2 Right pocket name tags
 3. 2 badges
 4. 1 gold plated whistle and chain
 5. Duty belt
 6. One .40 caliber pistol
 7. Gun holster
 8. 3 magazines of 40 caliber
 9. Magazine carrying case
 10. ASP Positive Lock or Friction Lock Baton
 11. ASP Black baton holder
 12. Rechargeable flashlight
 13. Flashlight holder
 14. OC spray
 15. Black handcuff case
 16. Handcuffs
 17. Portable radio
 18. Black radio case
 19. Synthetic gloves
 20. Black gloves case
 21. 1 riot baton
 22. Armor ballistic vest
 23. Access to motor pool for gasoline

Section 33.3 - Personal appearance

- A. Employees shall maintain a neat, clean and professional appearance at all times while on duty.
- B. All police members shall:
1. Have their hair neatly groomed on the crown and sides of the head, of such length and bulk as not to interfere with the proper wearing of any authorized uniform headgear

- and groomed in front so that it does not fall below the band of any headgear;
2. Have their hair tapered on the back of the head down to the neck and tapered on the side, so that when combed it touches neither the ear nor collar; have their hair neatly groomed in back so that it does not lie over the collar. Members may pin their hair up under headgear.
 3. Wear sideburns (if desired) in a neatly trimmed and tapered manner of even width (not flared) not extending below the ear lobe and ending with a clean shave horizontal line;
 4. The University may not prohibit employees from wearing facial hair; however, the employee shall maintain any facial hair in a neat and well-trimmed fashion;
 5. Have their hair neatly groomed on the crown and sides of such length and bulk as not to interfere with proper wearing of any authorized uniform headgear and groomed in the front so that it does not fall below the band of any such headgear;
 6. Have their hair neatly groomed in back so that it does not lie over the collar. Female members may pin their hair up under headgear; and
 7. Wear wigs, if desired, of natural hair color and of regulation length.
- D. Jewelry - While on duty, uniformed members shall only wear;
1. School rings
 2. Engagement and/or wedding rings
 3. A wrist watch
 4. Small gold, silver, or pearl earrings (females)
 5. Religious medallion
- E. Cosmetics: - While on duty, uniformed members shall:
1. Wear only make-up that is subdued and natural looking;
 2. Not wear dark or bright colored lipstick; and
 3. Have fingernails that are of a conservative length with natural or clear finish.

Section 33.4 - Department Equipment

The department shall maintain two (2) full sets of riot gear.

ARTICLE 34 - TUITION REMISSION

- A. Employees covered by this Agreement shall be entitled to tuition remission pursuant to the terms of USM BOR policy, VII-4.10 Policy on Tuition Remission for Faculty and Staff, and USM BOR policy VII-4.20, Policy on

Tuition Remission for Spouses and Dependent Children, as amended on October 9, 2015, and as may be further amended from time to time. A full copy of both policies is attached in the Appendix to this Agreement.

- B. In the event that during the duration of this MOU the Board of Regents adopts a policy which rescinds the afore-referenced tuition remission policies, the University agrees, unless prohibited by USM policy or State statute, to continue the current level of University benefits for eligible members of the bargaining unit, at the University campus only, under the guidelines set forth in the most recent versions of USM Policies VII-4.10 and 4.20, through the end of the academic semester.

ARTICLE 35 - LAYOFFS

Section 35.1 - Management Rights

- A. The University retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3 of State Personnel & Pensions Article of Maryland Annotated Code.
- B. The University retains the right to lay off employees in accordance with USM Policy VII-1.30 where the Employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons.

Section 35.2 - General

- A. The following is established for the layoff of sworn police officers who are in positions that are to be abolished, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization, stoppage, or lack of work.
- B. The University agrees to notify the Union in writing of a layoff and subsequently meet with the Union regarding the effects of layoff.

Section 35.3 - Definitions

- A. A “Department” is a unit identified in the “University System of Maryland Department List for Lay-Off and Reinstatement”. This list, developed with the President’s designation of departments at Bowie State University, is approved by the Chancellor and may be revised from time to time.
- B. “Job Series” means a group of two or more classes in the same occupational area, which requires the application of the same knowledge, skills and abilities at varying levels of

proficiency or responsibility.

Section 35.4 - Notification to Sworn Police Officers

- A. The Department Head shall notify the Senior Director of Human Resources who shall notify the Chief Executive Officer or designee in writing of the number of positions to be abolished, discontinued, or vacated, together with the reasons for them, and the list of names of sworn police officers to be laid off.
- B. The Chief Executive Officer or Designee shall review the written notice and certify that the order of layoff is appropriate. The Department Head shall notify sworn police officers who are to be laid off at least 90 calendar days before the effective date of the layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the sworn police officer.

Section 35.5 - Sequence of Layoff

- A. The Department Head shall lay off sworn police officers who are serving an original probationary period, and who are in the classification in which the layoff is to occur, in accordance with Article 27-Seniority of this Agreement.
- B. The Department Head next shall lay off regular sworn police officers who have completed an original probationary period, and who are in the classification in which the layoff is to occur, in order of seniority, with the sworn police officer having the lowest number of seniority points being laid off first.
- C. The Chancellor or designee shall maintain and make available a listing of classification by job series.
- D. The Chief Executive Officer or designee will notify the Chancellor of those sworn police officers who have been laid off.

Section 35.6 - Displacement

- A. An election to exercise displacement rights must be made by giving written notice to the Senior Director of Human Resources within fifteen (15) days of the notice to the sworn police officer of the layoff.
- B. A sworn police officer in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another sworn police officer with the least seniority in the same job classification, or, if not available either,
 - 1. Progressively to each lower level classification in the same job series; or
 - 2. In any other job classification in which the sworn police officer held satisfactory

regular status.

- C. The displacement as applied in (A) above, shall be limited to the department in which the sworn police officer is currently employed.
- D. A sworn police officer that elects not to displace another sworn police officer in accordance with Sections 35.6 and 35.7 of this Article shall be laid off.

Section 35.7 - Certification

- A. Home Institution. Sworn police officers that are designated to be laid off will receive notification of reinstatement procedures and will be certified to the BSU eligible list for the classification from which the layoff occurred and to any classification in the series or comparable occupational area as that from which the sworn police officer was laid off. The sworn police officer will be entitled to priority for appointment to vacancies in the classification in which the sworn police officer was laid off, any lower level classification in that job series, or any classification for which the sworn police officer has completed and original probationary period.
- B. Other USM Institutions. Sworn police officers that have been notified that they are to be laid off must notify the Senior Director of Human Resources of their interest in being considered for positions at other USM institutions. The Senior Director shall provide the necessary information to the other USM institutions in which the sworn police officer has expressed an interest. BSU shall request that the other USM institutions shall place such sworn police officers on the eligible list for classifications for which they are qualified, based on seniority points.
- C. A sworn police officer that is displaced under the provisions of Sections 35.6 and 35.7 of this Article is subject to the general provisions of this Article.
- D. Nothing in this Article shall be interpreted to prevent the layoff of a sworn police officer that files with the Department Head a written request to be laid off.
- E. Nothing in this Article shall allow a sworn officer the right to displace an exempt employee, or the right to reinstatement to an exempt position.

ARTICLE 36 - MID CONTRACT NEGOTIATIONS

Section 36.1 - General

The University and the Union agree that subjects regarding wages, hours, and other terms and conditions of employment, not specifically covered by this Agreement, will be governed by the policies and procedures of the Board of Regents of the University System of Maryland.

Further, they acknowledge their mutual obligation to negotiate as defined and required by law over University proposed changes in wages, hours and other terms and conditions of employment not specifically covered by this agreement affecting bargaining unit employees. University proposed changes on the above mentioned areas would constitute the basis for mid-contract negotiations on those changes. The University expressly agrees not to propose changes in working conditions that are mandatory subjects of bargaining to the General Assembly that have not been subject to the bargaining process described in this Article.

Section 36.2 - Changes

The obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees. The minimum notice to the Union of an intended change in working conditions is thirty (30) days. The Union may request bargaining within this thirty (30) day period and shall submit proposals in response to the University's intent to change working conditions within fifteen (15) days following its request to bargain. Failure to request bargaining and/or to submit proposals within the time limits imposed by this Agreement will result in acceptance of the University's change.

ARTICLE 37 - COURT APPEARANCES

When a member attends court on his/her off-duty hours, in connection with their obligations as a sworn police officer, he/she shall receive a minimum of four (4) hours paid overtime, even if the time spent in court is less than four (4) hours.

Exceptions:

- A. When a member has a court case scheduled at a time that precedes and extends into his/her duty time, overtime shall be paid only for that portion of the time that the member was in an off-duty status.
- B. When a member has a court case scheduled during duty hours that extends past the member's shift, the member will be paid overtime only for that portion of time that extends beyond the member's scheduled eight (8) hour shift.
- C. When a member attends a University administrative hearing on his/her off duty hours, he/she shall be compensated pursuant to the Call Back policy.

ARTICLE 38 - ACCESS TO POLICIES

- A. The University shall, at all times maintain a full copy of all general orders, a full copy of the Law Enforcement Officers' Bill of Rights, and a copy of this Agreement. They shall be available to all employees for inspection and shall be maintained in the officer's room.

- B. In addition, the Union may provide a copy of the Agreement to newly hired Employees at their orientation.

ARTICLE 39 - SECONDARY EMPLOYMENT

Section 39.1 - General

- A. The nature of law enforcement work, with its considerable demands on mental and physical health necessitates that the BSUPD closely monitor the capabilities of all the members who engage in secondary employment. Service to the public and to the Bowie State University community is of utmost importance to the police force. Therefore, to ensure that all members are both physically and mentally capable to perform all of the vital tasks for which they have been commissioned, this directive has been established.
- B. The privilege of a member of the BSUPD to engage in secondary employment may be rescinded upon review of the member's job performance, attendance, and/or punctuality.
- C. Secondary employment may not become additional full-time employment.
- D. An injury or illness arising from secondary employment, that is not a State job, is not compensable by the State. Members would have only personal or job insurance and State sick and vacation leave on which to rely for income while sick or injured. Serious illness or injury could result in becoming disqualified to resume duties as a BSUPD or State employee.

Section 39.2 – Authorization

- A. Approval to engage in secondary employment shall be obtained from the Chief of Police. Employees who are engaged in secondary employment without authorization from the department are subject to disciplinary action.
- B. A member shall not become actively engaged in secondary employment until he/she received written approval from the Chief of Police.
- C. A member out of his/her jurisdiction who is required to carry a handgun in secondary employment is required to obtain a handgun permit from the Maryland State Police.
- D. A member, whose secondary employment has been approved prior to the issuance of this order, shall submit a secondary employment request form no later than sixty (60) days from the effective date of this directive in order to retain permission to engage in secondary employment.
- E. Approved secondary employment shall be valid for a period of one (1) year from the date of approval.

- F. If a member owns a business or is in charge of hiring personnel, including department employees, in a secondary place of employment, he/she shall disclose this information in the notification of secondary employment.
- G. Secondary employment shall be limited to the place of employment and/or service to be performed as specified in the notification. If a change in secondary employment is desired, another notification shall be submitted.

Section 39.3 - Restrictions

- A. Members engaged in secondary employment shall adhere to all policies, procedures, rules, and regulations of the BSUPD.
- B. The police authority to make arrests and carry a BSUPD firearm as a University Police Officer is not transferable to a secondary employer. Police officers certified by the Maryland Police Training Commission may make felony arrests outside of the University jurisdiction.
- C. During the course of secondary employment, members shall not:
 - 1. Carry BSUPD-issued weapons;
 - 2. Wear any portion of the BSUPD uniform;
 - 3. Use any BSUPD-issued equipment;
 - 4. Engage in public investigative activities; or
 - 5. Disclose or use his/her association with the BSUPD.
- D. Secondary employment shall not be detrimental or bring discredit to the force or any member of the BSUPD.
- E. Time restrictions for secondary employments shall be as follows:
 - 1. A maximum of 40 hours of secondary employment shall be permitted during a normal workweek, which includes two (2) leave days.
 - 2. Members shall limit secondary employment to four (4) hours per day and ten (10) hours on non-duty days.
 - 3. In weeks that contain more than two (2) leave days, or vacation days, work hours may be adjusted accordingly.
- F. Members shall not engage in secondary employment, which is or gives the appearance of being in conflict with the interest, purpose, or mission of the BSUPD.

- G. Members shall not engage in any outside employment, which will adversely affect their ability to perform their duties or affect the quality of their law enforcement work at the university.
- H. Members shall not engage in secondary employment when on:
 - 1. Disability leave,
 - 2. Sick leave,
 - 3. Administrative leave, or
 - 4. Professional improvement or training time.
- I. Members shall not engage in secondary employment while on duty.
- J. Secondary employment shall not interfere with a member's primary obligation to be available at any time of day or night for a call to emergency duty at the university.
- K. Use of the BSUPD files, services, and/or records is prohibited, except in lawful pursuit of duties performed for or at the BSUPD and with prior approval of the Chief of Police or his/her designee.
- L. Members shall submit a written report to the Chief of Police or his/her designee upon their return to duty concerning their involvement in secondary employment incidents that involved:
 - 1. Use of law enforcement powers;
 - 2. Injury to the member or others;
 - 3. Complaints received; or
 - 4. Court appearances.

Section 39.4 – Revocation/Termination

- C. The Chief of Police has the authority to revoke, either temporarily or permanently, the permission of any member to engage in secondary employment.
- D. A member who terminates (either voluntarily or involuntarily) his/her secondary employment shall immediately notify the Chief of Police or his/her designee in writing of the date of termination via an Administrative Report (Form 95) or memorandum.
- E. A member whose secondary employment is either revoked or terminated shall resubmit a request, if he/she wishes to engage in secondary employment again.
- F. Within fourteen (14) calendar days from a member's revocation of secondary employment, the member shall terminate the secondary employment.

ARTICLE 40 - SPECIAL EVENTS

- A. The Bowie State University Sworn Police Officers shall have the first preference in signing up for special events that require security. Once the event is posted, the Bowie State University Police Officers will have four (4) days in which to volunteer for the event, unless in the case of an emergency, officers may receive less notice. If there are no volunteers within that period of time, the University may seek the assistance of external police officers hired from Prince George's County Police, Maryland State Police or other Police agencies that can work within Prince George' County. While working on campus, all external police officers shall be clearly identified as law enforcement officers. External police officers work under the supervision of and at the direction of the University's Chief of Police or designee.
- B. If an employee is scheduled to work a special event during their regular tour of duty, cancellation compensation will not apply.
- C. If an employee is scheduled to work a special event in an overtime capacity, and is informed that he/she is not needed to work the function or special event, the employee may be entitled to cancellation compensation following the terms of Article 5.9D: If less than two (2) hours of notice prior to the function or event, the employee shall be paid four (4) hours of overtime. If between 2 and 8 hours' notice prior to the function or event, the employee shall be paid 2 hours of overtime. If the employee receives more than 8 hours' notice, there is no compensation..
- D. The University will not be held accountable when special events are cancelled due to natural disasters, state of emergencies as declared by State of Maryland government officials or the President of the University or his designee and all other events beyond the University's control.

ARTICLE 41- OFF DUTY WEAPONS POLICY

Section 41.1 - General

When a member is off-duty and elects to carry a firearm:

- A. The employee may choose to carry either his or her department issued fire arm, or a personal firearm which has been department-approved and for which the employee has met all appropriate departmental qualifications and
- B. The member must carry:
 - 1. His/her badge;

2. BSUPD Identification Card; and
3. Maryland Police Training Commission Certification Card.

Section 41.2 - Jurisdiction

Members carrying or using a firearm in another jurisdiction must do so with the realization that they subject themselves to the judicial and administrative processes of that jurisdiction.

Section 41.3 - Safety

All members of the BSUPD shall use prudence and good judgment in wearing their off-duty weapons while participating in any social activity. They shall keep their weapon covered and be aware that the accidental display of a weapon in public may cause apprehension and could direct unfavorable comment toward the department.

Section 41.4 - Procedures

- A. Members desiring to carry his or her personal weapon off-duty weapon shall:
 1. Submit Form 95 to the Chief requesting approval to carry an off-duty weapon.
 2. Submit the weapon and the weapon's holster for inspection by the Range Instructor who must be able to certify, on the proper form, that the weapon is in excellent working condition and that the holster is manufactured and designed for the specific firearm.
- B. If the weapon is not properly functional, it is the member's responsibility to bring it up to acceptable standards.
- C. If the holster is not manufactured or designed for the weapon, it is the member's responsibility to obtain the proper holster.
- D. The Range Instructor shall not certify the weapon or the holster until he/she is satisfied that the weapon is in excellent working order and that the holster is of the appropriate manufacture and design.

Section 41.5 - Qualifications

The member shall qualify at the range with his/her off-duty weapon in order to obtain final authorization to carry an off-duty weapon.

Section 41.6 - Ammunition

Ammunition for a member's personal off-duty weapon shall be approved by the department.

Section 41.7 - Notification

When a member is on campus, but not on duty, he shall notify the dispatcher of his/her presence, location and whether he is armed. This information is important in the event of an emergency or need for a back-up of on-duty officers.

Section 41.8 - Department Issued Weapons

A member's department-issued firearm shall not be authorized for secondary employment use unless the member is within his/her jurisdiction.

Section 41.9 - Alcohol/Drugs

No member shall be armed while under the influence of alcoholic beverages or drugs and while taking medication to the extent that it would render him/her incapable of effectively using a firearm.

Section 41.10 - Violations

Any violation of Article 41 concerning off-duty firearms may result in appropriate disciplinary action.

ARTICLE 42 – JOB CLASSIFICATION AND PROMOTIONAL OPPORTUNITIES

A reclassification is an action when the job class to which a position is assigned is changed by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level. Reclassification of a position may occur where a review of the position indicates a significant change in any of the following:

- A. Type of work performed;
- B. Difficulty and complexity of duties;
- C. Levels of responsibility; and
- D. Required knowledge, skills and abilities.

An employee may request reclassification so long as there has not been such a request and review of the position within the past twelve months unless the job duties have significantly changed over that period of time.

The employee or his/her supervisor may initiate a request for reclassification. A position may or may not have an incumbent at the time of a reclassification. An employee or his/her supervisor may initiate a request for a reclassification review using University procedures.

When an employee or his/her supervisor believes a position is incorrectly classified because the job duties have changed, a request may be submitted through the employee's

supervisor to the Chief of Police or his/her designee.

Promotion is a competitive internal process defined as a change from one position with a lower salary grade to another position with a higher salary grade.

ARTICLE 43 -MISCELLANEOUS

Section 43.1 - Preservation of Benefits

The University agrees not to make changes to administrative rules, regulations, guidelines or policies that directly pertain to members of the bargaining unit unless those changes are mandated by the State of Maryland or the Board of Regents.

Section 43.2 - Savings Clause

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

Section 43.3 - Awards

The University agrees that any monetary awards arising from a disciplinary appeal, grievance proceeding, or other personnel action under this Agreement will be paid to the employee by the University within forty-five (45) days of the date of the final order, decision, or award.

Section 43.4 – Hiring Practices

- A. Vacant UPO positions shall be posted internally and externally by the Office of Human Resources.
- B. One officer of equal rank and one representative of the campus community from outside the police department shall be included on the interview panel for vacant advertised positions in the bargaining unit.
- C. The Office of Human Resources shall brief the members of the interview panel regarding the process prior to the interviews.
- D. The Chief shall have the final authority to select the candidate to fill the vacancy.

ARTICLE 44- DURATION

Section 44.1 – Duration

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective.

No provision of this MOU has retroactive application. This MOU expires at 11:59 p.m. on the day before its third anniversary date.

Section 44.2 – Renewal

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

SIGNATURES

BSU MANAGEMENT
BARGAINING TEAM

MCEA BARGAINING TEAM

_____ Date _____
Dr. Aminta H. Breaux, President

_____ Date _____
Robert P. Enderle, Chief Negotiator

_____ Date _____
Michael Keeney, Chief Negotiator

_____ Date _____
Sheila Hobson, Senior Director
Human Resources

_____ Date _____
Tramayne Bullock

_____ Date _____
James Booker, Interim Chief

_____ Date _____
Orville Fletcher

_____ Date _____
Lashelle Stanback

_____ Date _____
Andrew Mayton