

# **MEMORANDUM OF UNDERSTANDING**

**between**



**FRATERNAL ORDER OF POLICE (FOP)**

**and**



**for**

**SWORN POLICE OFFICERS UNIT**

**7/1/2024 to 6/30/2027**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>PREAMBLE</b> .....	1
<b>ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION</b> .....	1
Section 1.1 - Exclusive Representation .....	1
Section 1.2 - Description of Bargaining Unit; Inclusion/Exclusion of Classifications .....	1
Section 1.3 - Integrity of the Bargaining Unit .....	1
<b>ARTICLE 2 - NON-DISCRIMINATION</b> .....	1
Section 2.1 - Prohibition Against Discrimination .....	1
Section 2.2 - Union Membership/Activity .....	1
<b>ARTICLE 3 – MANAGEMENT RIGHTS</b> .....	2
<b>ARTICLE 4 - UNION RIGHTS</b> .....	2
Section 4.1 - Bulletin Board .....	2
Section 4.2 - Meeting Space .....	2
Section 4.3 - Right of Access .....	3
Section 4.4 - Administrative Leave for Union Business .....	3
Section 4.5 - Means of Communication .....	4
Section 4.6 - Union Filing Cabinet .....	4
Section 4.7 - Distribution of Information .....	4
Section 4.8 - Union Orientation for New Employees .....	4
Section 4.9 - Information Provided to Union .....	4
Section 4.10 - Exclusivity .....	4
<b>ARTICLE 5 - HOURS OF WORK, WORKWEEK, SCHEDULES, STAFFING</b> .....	5
Section 5.1 - Work Week .....	5
Section 5.2 – Work Schedules .....	5
Section 5.3 – Work Shifts .....	5
Section 5.4 – Work Schedule Change .....	5
Section 5.5 - Work Time .....	6
Section 5.6 - Meal Break .....	6
<b>ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL, ON-CALL AND CALL-BACK COMPENSATION, LIGHT DUTY</b> .....	6
Section 6.1 – Overtime .....	6
Section 6.2 - Call-Back Pay Work, Special Events, Court Appearances Scheduled Department Meetings .....	6
Section 6.3 – Cancellation Compensation .....	7
Section 6.4 - On-Call Pay .....	7

Section 6.5 - Shift Differential.....	7
Section 6.6 – Light/Modified Duty .....	8
Section 6.7 – Pyramiding of Overtime .....	8
Section 6.8 – Cancellation of Regular Days Off.....	9
Section 6.9 – Blackout Dates .....	9
<b>ARTICLE 7 - HOLIDAYS.....</b>	<b>9</b>
Section 7.1 - Minimum Annual Holidays.....	9
Section 7.2 - Recognized Holidays.....	10
Section 7.3 – Premium Holiday Pay .....	11
<b>ARTICLE 8 - PERSONAL LEAVE .....</b>	<b>11</b>
<b>ARTICLE 9 - ANNUAL LEAVE .....</b>	<b>11</b>
Section 9.1 – Accrual.....	11
Section 9.2 – Approval .....	11
Section 9.3 - Accumulated Annual Leave .....	12
Section 9.4 - Payment upon Separation .....	12
<b>ARTICLE 10 - SICK LEAVE .....</b>	<b>12</b>
Section 10.1 – Accrual.....	12
Section 10.2 – Availability .....	12
Section 10.3 - Donation of Sick Leave .....	13
Section 10.4 - Verification of Absence and Proof of Illness or Injury .....	13
Section 10.5 – Family and Medical Leave.....	15
<b>ARTICLE 11 - ACCIDENT LEAVE.....</b>	<b>15</b>
<b>ARTICLE 12 - WORKABILITY ASSESSMENT.....</b>	<b>15</b>
<b>ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY.....</b>	<b>15</b>
Section 13.1 - Duration and Eligibility .....	15
Section 13.2 - Reasons for Leave .....	15
Section 13.3 - Job Protection .....	16
Section 13.4 - Benefits While on Leave .....	16
<b>ARTICLE 14 - ADMINISTRATIVE LEAVE .....</b>	<b>16</b>
<b>ARTICLE 15 - MILITARY LEAVE .....</b>	<b>16</b>
Section 15.1 – General.....	16
Section 15.2 - Call-up to Active Military Duty During a National or International Crisis or Conflict .....	17
<b>ARTICLE 16 – WAGES .....</b>	<b>17</b>
Section 16.1 – COLA.....	17
Section 16.2 – Merit.....	17
Section 16.3 – Longevity Step.....	17
Section 16.4 – Promotions/Reclassifications.....	17
Section 16.5 – Processing Sequence for Simultaneous Transactions Which Affect Salary .....	18
Section 16.6 – Salary Increase and Scale.....	18
Section 16.7 – Field Training Officer Pay .....	18
Section 16.8 – Officer In Charge (OIC) Pay.....	18
<b>ARTICLE 17 - PERFORMANCE EVALUATIONS .....</b>	<b>18</b>
Section 17.1 - Performance Rating .....	18
Section 17.2 - Mid-Year Performance Appraisal .....	18

Section 17.3 - End-of-Year Appraisal .....	19
<b>ARTICLE 18 - TRANSPORTATION EXPENSE</b> .....	19
<b>ARTICLE 19 - HEALTH, SAFETY, AND WELFARE</b> .....	19
Section 19.1 - Duty for Safe Work Environment .....	19
Section 19.2 - Unsafe Work Conditions .....	19
Section 19.3 – Workplace Violence.....	20
<b>ARTICLE 20 - PERSONNEL FILE</b> .....	20
<b>ARTICLE 21 - JOB CLASSIFICATION AND PROMOTIONAL OPPORTUNITIES</b> .....	21
Section 21.1 - Job Study .....	21
Section 21.2 - Applications for Promotional Appointments .....	21
Section 21.3 - Promotional Qualifications.....	21
Section 21.4 - Promotional Process .....	22
Section 21.5 – RECLASSIFICATION TO UPO II .....	23
Section 21.6 – University Master Police Officer (UMPO) II.....	24
Section 21.7 – Reclassification from UPO II to UMPO II .....	24
Section 21.8 – Definition.....	24
Section 21.9 - Qualification and Eligibility for UMPO.....	24
Section 21.10 – Compensation .....	25
Section 21.11 – Limitations .....	25
<b>ARTICLE 22 – JOB DESCRIPTIONS, JOB DUTIES</b> .....	25
<b>ARTICLE 23 - TRAINING AND EDUCATION; TESTING</b> .....	25
Section 23.1 – Training.....	25
Section 23.2 – New Hires .....	26
Section 23.3 – Additional Training .....	26
Section 23.4 – Probationary Period .....	26
<b>ARTICLE 24 - DISCIPLINE/LAW ENFORCEMENT OFFICERS BILL OF RIGHTS</b> .....	27
<b>ARTICLE 25 – GRIEVANCE PROCEDURE</b> .....	27
<b>ARTICLE 26 - JURY DUTY AND COURT APPEARANCES</b> .....	27
Section 26.1 – Jury Duty.....	27
Section 26.2 – Court Appearances.....	28
<b>ARTICLE 27 – SENIORITY</b> .....	28
Section 27.1 - Formula for Establishing Seniority Points.....	28
Section 27.2 – Seniority Following Reinstatement or Resignation .....	28
<b>ARTICLE 28 – RANK STRUCTURE</b> .....	28
<b>ARTICLE 29 – INSURANCE AND BENEFITS</b> .....	29
<b>ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM</b> .....	29
<b>ARTICLE 31 – DRUG AND ALCOHOL TESTING</b> .....	29
<b>ARTICLE 32 - WORK FACILITIES</b> .....	30
<b>ARTICLE 33 - UNIFORMS AND EQUIPMENT</b> .....	30
Section 33.1 – Uniforms .....	30
Section 33.2 – Equipment .....	31
Section 33.3 – Emergency Vehicles .....	32
<b>ARTICLE 34 - TUITION WAIVER</b> .....	32
<b>ARTICLE 35 - LAYOFF AND RECALL</b> .....	32

Section 35.1 - Layoff Notice.....	32
Section 35.2 - Order of Layoff.....	33
Section 35.3 - Seniority Points.....	33
Section 35.4 - Displacement Rights.....	33
Section 35.5 – Recall List .....	34
Section 35.6 - Severance Package .....	34
<b>ARTICLE 36 – MID-CONTRACT NEGOTIATIONS.....</b>	<b>35</b>
Section 36.1 - Mid-Contract Negotiations .....	35
Section 36.2 – Changes in Terms and Conditions of Employment .....	35
<b>ARTICLE 37 - ACCESS TO POLICIES .....</b>	<b>36</b>
<b>ARTICLE 38 – EXTERNAL POLICE OFFICERS.....</b>	<b>36</b>
<b>ARTICLE 39 - UNIVERSITY ISSUED WEAPON .....</b>	<b>36</b>
<b>ARTICLE 40 – MISCELLANEOUS .....</b>	<b>36</b>
Section 40.1 – Preservation of Benefits.....	36
Section 40.2 – Savings Clause.....	37
Section 40.3 – Awards .....	37
Section 40.4 – Policies and Procedures .....	37
<b>ARTICLE 41 - LABOR-MANAGEMENT COMMITTEE .....</b>	<b>37</b>
Section 41.1 - Purpose of the Labor-Management Committee .....	37
Section 41.2 - Composition of the Committee.....	37
Section 41.3 - Release Time for Committee Meetings .....	37
<b>ARTICLE 42 – STRIKES AND LOCKOUTS.....</b>	<b>38</b>
<b>ARTICLE 43 – DURATION AND RENEWAL .....</b>	<b>38</b>
Section 43.1 – Duration .....	38
Section 43.2 – Renewal .....	38
<b>ARTICLE 44 – ENTIRE UNDERSTANDING.....</b>	<b>38</b>
<b>ARTICLE 45 – PAYMENTS FOR EXPERIENCE AND EDUCATION .....</b>	<b>38</b>
Section 45.1 – Lump Sum Payment for First-Time Sworn Police Officers .....	38
or Lateral Police Officers with Post-Secondary Education .....	39
Section 45.2 – Lump Sum Payment for Lateral Police Officers with Police Experience.....	39
Section 45.3 – Lump Sum Payment for Current Police Officers with Post- Secondary Education .....	39

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **PREAMBLE**

The Fraternal Order of Police, Morgan State Lodge #142, (“Union”) and Morgan State University (“the University” or “Employer”) have entered into this Memorandum of Understanding (“the MOU”) for the purpose of promoting harmonious relationships between the University and the Union, establishing an equitable and peaceful procedure for the resolution of differences without disruption in the workplace, and memorializing the agreement of the parties on the standards of wages, hours, and other terms and conditions of employment for the employees covered hereunder. This MOU is subject to all applicable state and federal laws.

### **ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION**

#### **Section 1.1 - Exclusive Representation**

The University recognizes the Union as the exclusive representative of the employees in the bargaining unit, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to Annotated Code of Maryland, State Personnel & Pensions Article, Title 3 (2015 Replacement Volume and Supp.2016) with respect to wages, hours, and other terms and conditions of employment. The University will not negotiate with any other Union or employee organization on matters recognized by the State Higher Education Labor Relations Board as subjects within the scope of collective bargaining. The Union recognizes its responsibility as the exclusive bargaining representative for the unit and agrees to fairly represent all employees in the bargaining unit.

#### **Section 1.2 - Description of Bargaining Unit; Inclusion/Exclusion of Classifications**

The term “employees” and “bargaining unit employees” as used in this MOU shall mean all Sworn Police Officers in the Department of Police and Public Safety at Morgan State University, except those Sworn Police Officers who are exempt from the bargaining unit as a result of their confidential, supervisory or managerial status. The University will notify all Sworn Police Officers who are exempt from the bargaining unit.

#### **Section 1.3 - Integrity of the Bargaining Unit**

The University retains the right to contract out services by supplementing existing services with additional personnel, in such a manner as will not materially affect the employment of existing employees.

### **ARTICLE 2 - NON-DISCRIMINATION**

#### **Section 2.1 - Prohibition Against Discrimination**

The University and the Union shall apply the provisions of this MOU to all employees without discrimination because of age, sex, sexual orientation, race, creed, color, religion, national origin, ancestry, marital status, political or, Union affiliation or non-affiliation, or disability.

#### **Section 2.2 - Union Membership/Activity**

Each employee shall have the right to join or not to join the Union and while off work or on official release time, assist the Union freely, with any legally permissible activity, without fear of penalty or reprisal.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Management retains the right to:

1. Determine the mission, budget, organization, numbers, types and pay ranges 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, relocation of its facilities;
2. Maintain and improve the efficiency and effectiveness of operations;
3. Determine the services to be rendered, operation to be performed, and technology to be utilized;
4. Determine the overall methods, processes, means and classes of work or personnel by which governmental operations are to be conducted;
5. Hire, direct, supervise, and assign employees;
6. Promote, demote, discipline, discharge, retain, and layoff employees;
7. Terminate employment because of lack of funds, lack of work, under conditions where the employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons;
8. Set the qualifications of employees for appointment and promotion, and set standards of conduct;
9. Promulgate and/or implement State, University or department rules, regulations, policies or procedures;
10. Provide a system of merit employment according to the standard of business efficiency; and
11. Take actions, not otherwise specified in this Article necessary to carry out the mission of the University.

### **ARTICLE 4 - UNION RIGHTS**

#### **Section 4.1 - Bulletin Board**

The University agrees to provide a lockable bulletin board space at the Police Department which may be used exclusively by the Union for the purpose of posting notice of Union business, meetings, activities, and social events. The Union shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that posted items are not illegal, defamatory, inaccurate, partisan, or political endorsements and that no item is detrimental to the safety and security of the University. Prior to posting, the Union shall provide an informational copy of all items to the Office of Human Resources.

#### **Section 4.2 - Meeting Space**

Union representatives may request, and the University will, where available, provide a secure meeting space in a building owned or leased by the University not to exceed a maximum of six (6) times a year to accommodate up to 30 individuals. Such requests should be submitted, in writing, to the Chief of Police or designee.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 4.3 - Right of Access**

Union representatives may have reasonable access to non-public areas at the Police Department in which bargaining unit employees work for the purpose of providing representation to bargaining unit employees with the approval of the ranking officer. Such approval shall not be unreasonably withheld. The Union agrees that such access shall not disturb the work of employees while visiting the employer's facilities. In addition, the Union shall have access to the Police Department, on no more than a semi-annual basis, for the purpose of membership recruitment; the dates of access for recruitment purposes will be pre-arranged with the Office of Human Resources.

### **Section 4.4 - Administrative Leave for Union Business**

In each MOU year, the University shall credit the Union's Release Time Account with one hundred sixty (160) hours to be allocated among employees covered by this MOU serving as Union representatives ("Release Time"). Release Time must be approved by the Office of Human Resources and be consistent with operational needs and documented as Administrative Leave. Release Time may be used for approved Union Business including, but not limited to, Maryland or Maryland-wide committee meetings, Maryland or national conventions, and Union sponsored labor relations trainings, provided that the leave is requested a reasonable period of time in advance of when it is proposed to be taken. A reasonable period of time for purposes of this Section is at least fourteen (14) days, and the University shall respond within seven (7) days of receiving the written request. In the event the Union has a demonstrated emergency, the Union may request, by letter, that OHR approve such leave on less than fourteen (14) days' notice.

Request for Release Time must be made in writing to the Office of Human Resources by the Union President or the Union President's designee and must identify the general description and purpose, location, date(s) and time for which the leave is requested; names(s) of the employee(s) for whom leave is being requested; the number of hours being requested for each employee; and the total hours of leave being requested for all of the employees. Such time off will not be detrimental in any way to the employee's record, including when applying performance standards relating to quantity and timeliness of work. Release Time may be used in four (4) hour increments or more. Confirmation of attendance and/or successful completion of the approved Union Business, including committee meetings, conferences, and Union sponsored labor relations trainings must be made in writing to the Office of Human Resources by the Union President or the Union President's designee within 10 days of attendance and/or the successful completion of Union Business.

Release Time under this Section 4.4 will not be unreasonably withheld. Time spent by employees participating in collective bargaining negotiations, including any labor/management meetings as may be necessary to supplement or amend the MOU, will not be considered administrative leave, but will be handled in accordance with the negotiated ground rules between the parties governing such negotiations.

The Release Time leave provided for in this Section is the only Union Business applicable to employees covered by this MOU. Employees covered by this MOU are not entitled to any other



## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

leave for Union Business for purposes identified in this subsection, under any statute, regulation, policy or otherwise.

### **Section 4.5 - Means of Communication**

The Union has the right to communicate with employees of the bargaining unit through the use of authorized bulletin boards, fax machines, telephones and email. To the extent an employee of the bargaining unit may have authorized access to the University computing resources, employees of the bargaining unit shall be allowed to send and receive e-mail messages from the Union. Such communications shall comply with any applicable University policies, including but not limited to, the University's Acceptable Use of Information Technology Resources Policy, as the same may be amended from time to time.

### **Section 4.6 - Union Filing Cabinet**

The Union shall be permitted to have a lockable Union-provided filing cabinet in the Police Department. The filing cabinet will be no larger than a standard-width file cabinet.

### **Section 4.7 - Distribution of Information**

The Union shall be permitted to place and distribute material in the Police Department in a designated space in the roll-call room.

### **Section 4.8 - Union Orientation for New Employees**

The University agrees to permit one Union representative to speak to newly hired bargaining unit employees upon request from a Union representative to the new employee's supervisor. It is understood that a supervisor shall not unreasonably deny a request under this section. Should a denial of rights under this section arise, the Union shall communicate with the Office of Human Resources to ensure that the provisions of this section are executed according to the intent agreed to by the parties.

### **Section 4.9 - Information Provided to Union**

At the request of the Union, the University shall furnish, no more than once in a calendar year, a complete list of names, titles, classifications, and rates of pay of all employees in the bargaining unit.

At the request of the Union, the University shall provide a quarterly report of the following information for the bargaining unit:

- New hires
- Separations
- Promotions
- Changes in bargaining unit status

### **Section 4.10 - Exclusivity**

The provisions of Article 4, Sections 4.2, 4.3, 4.7, 4.8 and 4.9, as they relate to access to employees of this bargaining unit, shall apply to the Union and to no other employee organization.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

The University recognizes the Union as the certified sole and exclusive bargaining agent of all of the employees in the bargaining unit, as defined in this MOU, for the purpose of negotiating collectively with the University with respect to all matters pursuant to the State Personnel and Pensions Article of the Annotated Code of Maryland, Title 3. For employees covered by this MOU, 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.

### **ARTICLE 5 - HOURS OF WORK, WORKWEEK, SCHEDULES, STAFFING**

#### **Section 5.1 - Work Week**

The standard workweek consists of forty (40) hours in a 7-day period. The administrative workweek begins on Wednesday and ends on the following Tuesday, both days inclusive. In the event the University permanently changes the work schedule of an employee, the University shall provide at least fourteen (14) days advance notice before the new work schedule becomes effective.

#### **Section 5.2 – Work Schedules**

Nothing in this MOU shall preclude, with prior approval of the 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 disrupt work.

A work schedule is defined as the employee’s assigned work hours, including starting and ending times during the day, and the days included during the workweek. Temporary changes in assignment and/or overtime hours shall not be considered a change in the work schedule of an employee.

#### **Section 5.3 – Work Shifts**

Employees, except for detectives, work the following shifts: 7:00 am – 3:15 p.m.; 3:00 pm – 11:15 p.m.; 11:00 p.m. - 7:15 a.m.

Employees on the 7:00 a.m. - 3:15 p.m. shift and the 3:00 p.m. - 11:15 p.m. shift switch shifts every four (4) months; employees assigned to the 11:00 p.m. - 7:15 a.m. shift normally remain on that shift unless otherwise reassigned.

#### **Section 5.4 – Work Schedule Change**

The University has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comports with the Fair Labor Standards Act (FLSA) and this MOU. In the event the University implements a temporary or permanent change in an employee’s work schedule, the University shall provide the affected employee with fourteen (14) calendar days advance notice. The University agrees it will continue to use its best efforts not to make an involuntary schedule change that affects an employee’s previously scheduled and approved leave, and may only do so to satisfy operational requirements.

Employees may request and, in accordance with operational needs and with the approval of the Chief of Police or designee, be approved temporary changes in their work schedule including flextime, “make-up” time and shift changes.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 5.5 - Work Time**

Work time includes time during which an employee:

1. Is on duty, whether at the employee's principal jobsite or at a remote location;
2. Is on paid leave;
3. Participates in training activities as a job assignment;
4. Participates in activities approved by the supervisor and that are job-related immediately before the beginning or immediately after the end of an assigned shift;
5. Travels between home and work sites other than the assigned office with the approval of the Chief of Police or designee;
6. Is required to participate at any conference or hearing relating to a grievance or appeal; or
7. Any other time defined as work time under the Fair Labor Standards Act, if applicable.

### **Section 5.6 - Meal Break**

Employees shall be provided a thirty minute meal break of which 15 minutes will be paid and 15 minutes will be unpaid during their eight and one-quarter (8¼) hour shift. Employees on meal break must respond as needed to emergency calls for service or other situations.

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

### **Section 6.1 - Overtime**

Employees shall be paid 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. When the University determines that operational needs warrant the use of overtime, it shall assign overtime first on a voluntary basis as equally and practically among all the qualified employees. Should sufficient qualified officers not volunteer, overtime will be assigned at the discretion of the supervisor. The University shall use its best efforts to assure that an employee who earns authorized overtime pay shall receive that overtime pay ordinarily on the first day of payment following the date of overtime, but not later than the day of payment of the second pay period after which the overtime pay is earned.

### **Section 6.2 - Call-Back Pay**

#### **Work, Special Events, Court Appearances**

Employees called in or back to work outside of their regularly scheduled shift shall receive pay for a minimum of four (4) hours at overtime rate, or pay for actual hours worked or at the applicable overtime rate, whichever is greater. This circumstance does not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule. Also excluded are employees working special events and employees required to report for court appearances.

#### **Scheduled Department Meetings**

Employees who are required to attend Scheduled Department Meetings during their scheduled shift or as an extension of their shift will be paid for their normal duty pay unless overtime is

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

required. Employees who are required to attend Scheduled Department Meetings during their off duty hours shall receive pay for a minimum of four (4) hours of work time.

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.

Any employee who is called back during a qualifying shift shall receive shift differential pursuant to Section 6.5 of this Article.

### **Section 6.3 – Cancellation Compensation**

If a bargaining unit employee is scheduled to work a University function or special event, outside of the employee's normal work schedule, and is notified less than four (4) hours prior to the scheduled reporting time that he/she is not required to report due to the cancellation of the event or function for non-emergency reasons, the employee will receive three (3) hours at the straight time rate of pay. In the event the three (3) hours provides the employee with more than forty (40) hours for the week, the hours in excess of 40 will be compensated at the overtime rate of pay.

### **Section 6.4 - On-Call Pay**

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

- An employee assigned to on-call status shall receive compensation in the amount of \$13 per day, plus appropriate wages for all hours worked. On-call pay shall be included in the computation for overtime wages.
- The employee must be accessible at all times and must immediately notify his/her supervisor if inaccessible. If inaccessible due to extraordinary reasons beyond the control of the employee, on-call pay will be forfeited.
- An employee cannot be designated on-call for more than seven (7) consecutive days; however, he/she may be on-call for twenty-four (24) hours on each of those days.
- An employee who is assigned to on-call status and cannot be reached or does not report within two hours of being contacted, may face disciplinary action and will not receive on-call pay for that day.
- Overtime work does not make an employee eligible for on-call pay. An employee is only eligible for on-call pay where the employer designates the employee as "on-call," and the employee meets the other conditions set forth herein.
- Essential employees are not automatically assigned to on-call status.
- The Chief of Police or designee will rotate on-call assignments among eligible employees.

### **Section 6.5 - Shift Differential**

The University shall pay a shift differential to an employee who works a qualifying shift. A qualifying shift means a regular full-time or part-time shift that starts at or between 2:00 p.m. and 1:00 a.m. Shift differential pay shall be \$1.50 per hour worked during a qualifying shift.

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 as established for the

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

departmental unit. In an overtime situation where the employee continues working from a non-qualifying shift into a qualifying shift, the employee will receive \$1.50 per hour, provided the employee works four (4) or more hours of the qualifying shift.

### **Section 6.6 – Light/Modified Duty**

The procedure for the assignment of light/modified duty is as follows:

1. When accompanied with appropriate medical documentation, an employee who is unable to return to full duty due to illness or injury may request to be placed on temporary light/modified duty status.
2. The employee may not commence light/modified duty until authorized to do so by the Chief of Police or designee.
3. Light/modified duty status must be requested on an approved University form accompanied by a doctor's certification through channels to the Chief of Police or designee.
4. The doctor's certification must clearly indicate what duties the employee may safely perform, specify any limitations pertinent to employment of the employee and the period of disability (return to full duty date).
5. Employees authorized to work light/modified duty are required to submit updated doctor's certification of continued disability every 14 days.
6. Light/modified duty status will be evaluated every 30 days or more frequently as may be required by the Chief of Police or designee to determine if light/modified duty status will continue. Light/modified duty shall not exceed an aggregate of 45 days in a given calendar year for an injury or illness that is not the result of an injury or illness compensable under Maryland Workers' Compensation Law. This limitation on light/modified duty shall not apply to an employee when an injury or illness which causes the Employee to be disabled and/or unable to perform his or her regularly assigned duties is compensable under Maryland Workers' Compensation Law.
7. An independent medical/psychological evaluation may be requested by the Chief of Police or designee. Employees refusing such independent evaluation may be immediately suspended from light/modified duty status.
8. Employees on light/modified duty status will be authorized to wear either a uniform or civilian attire as determined by the Chief of Police or designee. The determination will be made after careful consideration of the challenges imposed by the employee's documented disability.
9. Employees authorized to work light/modified duty will report to work at the time and place specified and perform the duties prescribed by the Chief of Police or designee.
10. All secondary employment by employees authorized to work light/modified duty, regardless of whether such secondary employment was previously approved, shall be reviewed by the Chief of Police or designee to determine if approval should be granted or continued consistent with the employee's light/modified duty restrictions.

### **Section 6.7 – Pyramiding of Overtime**

There shall be no duplication or pyramiding in the computation of overtime and other premium wages, excluding differentials and nothing in this MOU shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

than one of the provisions of this MOU shall be applicable to any time worked by an employee, he/she shall be paid for such time at the highest rate specified in any of such applicable provisions, but he or she shall not be entitled to additional pay for such time under any such provisions.

### **Section 6.8 – Cancellation of Regular Days Off**

If an employee's regular day off ("RDO") is involuntarily cancelled, the employee shall receive 8 hours of administrative leave for use within 90 days which will not be unreasonably denied, subject to personnel requirements. This provision shall not apply in any emergency requiring additional officers, including, but not limited to, a natural disaster, civil disturbance, mass shooting, or other unforeseen public safety emergency as well as court appearances per Section 26.2. If an employee is unable to use the administrative leave within 90 days, the employee may request one (1) 90-day extension. The administrative leave in question may be used during the period of validity (i.e., up to 180 days which shall include any approved extension) but will not be paid out.

### **Section 6.9 – Blackout Dates**

Leave and RDO may be restricted during certain University activities or events, as may be changed from time to time, requiring additional personnel ("Blackout Dates").

- a. The University may declare up to fifteen (15) Blackout Dates annually within the following typical time periods:
  - Student Move-In Week (first 3 weeks in August)
  - Homecoming Week (1<sup>st</sup> or 2<sup>nd</sup> week in October)
  - Winter Commencement (3<sup>rd</sup> week in December)
  - Morgan Week (4<sup>th</sup> week of April)
  - Spring Commencement (3<sup>rd</sup> week in May)
- b. The University shall notify employees of all specific Blackout Dates no later than 14 days prior to the date(s). Failure to provide notice under this section shall entitle all affected employees to a penalty payment of four (4) hours of regular pay in addition to any overtime or other payments due under this MOU or law.
- c. No additional Blackout Dates shall be designated except for an emergency or special event requiring additional officers, including, but not limited to, a natural disaster, civil disturbance, mass shooting, or other unforeseen public safety matter. For the purposes of this Section, "special event" or "unforeseen public safety matter" shall mean an event that does not occur on an annual basis and which requires additional officers other than those officers regularly assigned to the daily shift on the day of the event.

## **ARTICLE 7 - HOLIDAYS**

### **Section 7.1 -Minimum Annual Holidays**

Employees shall receive a minimum of twelve (12) approved State paid holidays per calendar year. In election years, employees shall receive a minimum of thirteen (13) such holidays.

## MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

### Section 7.2 - Recognized Holidays

The following days shall be recognized and observed holidays, for purposes of determining eligibility for holiday pay:

<b>Holiday Calendar</b>	<b>Date of Holiday</b>
New Year's Day	January 1
Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day (General and/or Congressional)	First Tuesday in November (even-numbered years)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
American Indian Heritage Day	Fourth Friday in November
Christmas Day	December 25

In addition, employees shall receive three (3) paid University Holiday leave days to be designated at the discretion of the employee's supervisor. New/Probationary employees will be entitled to the three (3) University Holiday leave days on a pro-rated basis. Also, any day officially designated by the Governor of the State of Maryland as a holiday shall be considered and treated as a paid holiday.

To be eligible for Holiday Leave Pay, employees must be in a paid employment status on the calendar date of the holiday. To be eligible for Holiday Pay associated with the three (3) days granted as University Holidays, persons whose employment begin on or after January 1 and on or before the last day of February would be entitled to three (3) days. Those whose employment begins on or after March 1 and on or before April 30 would earn two (2) days. Those whose employment begins on or after May 1 and on or before June 30 would earn one (1) day. Anyone employed on or after July 1 would not be eligible for any University holidays. Employees shall receive a regular day's compensation at their regular hourly rate for every holiday the employee observes under this Article.

Holiday guidelines (to include University holidays) are as follows:

- Holidays are earned on a monthly basis of one holiday per month with the exception of January and July, where two holidays are earned. In years where there is a general congressional election, two holidays are earned during the month of November.
- Holidays in the Police Department are prescheduled. The University reserves the right to assign holidays in accordance with this Article and shall make best efforts to grant the Employees the days off requested, on a first come first served basis, subject to operational needs and supervisory approval. All holidays unused at the end of the calendar year shall be forfeited if not used by January 31 of the subsequent year.

**MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

- Employees shall earn holiday leave on the first day of each month worked. Employees shall be paid for all unused accumulated holiday leave upon separation from employment, with the exception of University Holidays.

**Section 7.3 – Premium Holiday Pay**

Employees who work on the traditional day of celebration for New Year’s Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day will be credited with 1.5 hours of work time for each hour they actually work on a shift that begins on the above specified holidays.

**ARTICLE 8 - PERSONAL LEAVE**

Employees shall be entitled to three (3) personal leave days beginning on the first day of the first, full pay period of each new calendar year. All personal leave unused as of the last pay period of the prior calendar year shall be forfeited.

Personal days may only be taken after prior approval is obtained. Approval shall not be unreasonably denied. Personal leave may be used for any purpose.

**ARTICLE 9 - ANNUAL LEAVE**

**Section 9.1 - Accrual**

Employees will accrue annual leave based on length of service to the University. Annual leave for employees is earned as follows:

1 <sup>st</sup> month – 6 <sup>th</sup> month	0 days
Completion of 6 <sup>th</sup> month	1 hour of leave at 26 hours of work retroactive to date of hire
1 year – 4 <sup>th</sup> year	10 days per year
5 <sup>th</sup> year – 10 <sup>th</sup> year	15 days per year
11 <sup>th</sup> year – 20 <sup>th</sup> year	20 days per year
21 <sup>st</sup> year or more	25 days per year

Annual leave may not be earned for hours worked in excess of the standard workweek, as determined by the percentage of employment.

**Section 9.2 - Approval**

Annual leave may be taken subject to advance approval from the employee’s shift supervisor. A supervisor shall approve or deny the employee’s leave request within 14 days of the date of the employee’s request or the day before the employee’s requested date, whichever is sooner. Failure to approve or deny the request within the time period required in this section shall be deemed an approval. In the event of a conflict, annual leave shall be granted on a first come first served basis. Requests for use of annual leave shall not be unreasonably denied.

If the shift supervisor denies a request for leave, an employee may appeal the denial to the Chief of Police or the Chief’s designee.



## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 9.3 - Accumulated Annual Leave**

Employees shall be allowed to accumulate annual leave. Employees shall be permitted to carry over up to seventy-five (75) days or six hundred (600) hours of annual leave into a new leave year.

### **Section 9.4 - Payment upon Separation**

Employees shall be allowed to cash out annual leave at the time of separation of employment if eligible as follows: (1) up to 400 hours of annual leave that had been carried over from the year prior to the year of separation and (2) all earned, but unused annual leave for year in which employment is separated. Employees who transfer to an agency not willing to take the full amount of annual leave shall not be paid for any leave not accepted by the receiving agency.

## **ARTICLE 10 - SICK LEAVE**

### **Section 10.1 - Accrual**

Full-time employees shall accrue sick leave at the rate of fifteen (15) days (1 and ½ hours for each 26 hours worked for a maximum of 4.62 hours per pay) or one hundred twenty (120) hours of sick leave each year, provided the employee has either worked or has been on paid leave. Part-time employees will earn sick leave on a prorated basis. Earned sick leave shall be cumulative from year to year without limit.

Upon retirement, accrued sick leave shall be used as a service credit in accordance with State statute and regulation at the time of retirement.

### **Section 10.2 - Availability**

Earned sick leave may be used by an employee when an employee is absent due to:

1. Illness, injury or disability of the employee. A medical appointment, a medical emergency, follow up treatment for the employee with an accredited, licensed, or certified medical provider.
2. Necessary medical, dental or optical treatment or examination. Illness or injury in the employee's immediate family, and medical appointments, examinations, or treatments for the immediate family. Immediate family as used in this section shall include a spouse, biological, adopted, step or foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or dependent or legal charge of the employee irrespective of residence, or for any relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The University may require an employee to provide a certificate by a medical provider to authenticate the need for the employee to care for the ill family member.
3. Care of a child within 30 calendar days after birth or placement of a child with the employee for adoption:
  - a. An employee who is responsible for the care and nurturing of a child may use, without certification of illness or disability, up to 30 days of accrued sick leave to care for the child during the period immediately following:

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

1. the birth of the employee's child; or
  2. the placement of the child with the employee for adoption.
- b. If two employees are responsible for the care and nurturing of a child, both employees in aggregate may use, without certification of illness or disability, up to 40 days, not to exceed 30 additional days for one employee, of accrued sick leave to care for the child.
4. Death of a relative or household member
  - a. A maximum of five (5) workdays may be charged to earned sick leave in the event of the death of any of the following family members: spouse, children, step-children, parents of employee or spouse or others who took the place of parents, brothers and sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, son-in-law, daughter-in-law, or other relative who was a permanent resident of the employee's household. No additional time will be allowed for travel.
  - b. A maximum of three (3) workdays may be charged to earned sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.
5. An employee who becomes ill, injured, or suffers a disability while on other paid leave may request that his/her leave be charged to sick leave.

### **Section 10.3 - Donation of Sick Leave**

Employees shall be able to fully participate in the State Employee Leave Bank and State Employee Leave Donation Program as administered through the Department of Budget and Management.

### **Section 10.4 - Verification of Absence and Proof of Illness or Injury**

For an illness of five (5) or more consecutive work days, an employee shall submit an original document, signed by one of the licensed or certified health care providers listed below, which:

- A) authenticates the period of illness, and
- B) provides a statement of the date on which the employee will be competent to return to work or anticipated date of return.

Written documentation provided by the employee must be signed by one of the following:

1. A medical doctor who is authorized to practice medicine or surgery by the state in which the doctor practices;
2. If authorized to practice in a state and performing within the scope of that authority:
  - A. Physician
  - B. Physical therapist;
  - C. Clinical psychologist
  - D. Dentist

## MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

- E. Oral surgeon
- F. Chiropractor
- G. Podiatrist
- H. Certified nurse practitioner
- I. Certified nurse-midwife; or
- J. Licensed certified social worker-clinical

In order to insure that sick leave is used in accordance with the provisions of this Article, the Office of Human Resources may require an employee to submit written documentation of an illness, injury, or disability in accordance with Section 10.4 of this Article, for illnesses of less than five days duration. Such a requirement shall be imposed for not more than 6 months with the ability of the Office of Human Resources to extend the requirement for cause. Where the Office of Human Resources determines that such written documentation will be required, the employee must be notified in writing in advance of the requirement. Written documentation provided by the employee must be signed by any of the licensed or certified medical providers listed in this Section 10.4.

When considering whether to require a medical certificate for use of sick leave as provided in this section, the Office of Human Resources must base the action on documentation of one or more of the following:

1. the employee has been absent for five (5) or more consecutive days;
2. the employee has had more than four (4) undocumented occurrences of sick leave in a twelve-month period; employees who wish to submit documentation for sick leave absences of less than five (5) days must do so within 10 days of the date of absence. Documentation for sick leave absences of five days or more must be submitted immediately upon the employee's return date.
3. the employee has provided medical certification for past absences but the certification has not provided accurate information;
4. there is a pattern to the employee's absences (e.g. consistent absences on a particular day of the week, the day before or after a scheduled holiday, or on days when projects or assignments are due);
5. based upon observation or other relevant evidence, there are reasonable grounds to believe that the employee is not sick;
6. the employee uses more sick leave than is needed for a medical appointment (verified and documented);
7. the employee's absences are having a negative impact on his/her ability to accomplish work tasks (i.e. assignments are not completed); and/or,
8. the University has other reasonable grounds to suspect that the employee is abusing sick leave.

Use of sick leave will only be considered an unexcused absence where an employee fails to provide medical documentation as required in this Article, or where there are reasonable, documented grounds to believe that the employee is not sick even where a medical certificate is provided. Occurrences of excused absence may be noted on, but will not be used to adversely effect an employee's performance evaluation.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

The University may request that the State Medical Director conduct an investigation into the medical condition of a member of an employee's immediate family if the employee has used sick leave because of illness or a medical appointment of the family.

### **Section 10.5 - Family and Medical Leave**

The University shall provide family and medical leave in accordance with the provisions of the Family and Medical Leave Act. The leave year for FMLA purposes shall be on a twelve (12) month rolling year, to begin the first day FMLA leave is granted.

## **ARTICLE 11 - ACCIDENT LEAVE**

The parties adopt the University's Personnel Procedures for Classified Employees, Chapter 13, Section Q.

## **ARTICLE 12 - WORKABILITY ASSESSMENT**

All employees are expected to be sufficiently fit to perform the requirements of their job. Employees are required to be able to perform those duties contained in their position specifications. In order to maintain efficiency in the Police Department, to protect the public, assure the safety of all officers, and to reduce insurance costs and risks, the University retains the right to refer an employee to the State Medical Director for a workability evaluation in the event that the University has a documented basis for a belief that the employee may not be fit for full duty.

## **ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY**

### **Section 13.1 - Duration and Eligibility**

All regular employees may request a full or partial leave of absence without pay (LWOP) up to a maximum of a two year (24-month) period in accordance with the provisions of this section. In order to be eligible for LWOP, an employee shall:

1. Hold a regular full-time or regular part-time (50% or more) position, and;
2. Have completed a total of at least twelve (12) months of service at Morgan State University;
3. Have a satisfactory record of work performance; and
4. Shall not have a record of abuse of accrued leave usage.

### **Section 13.2 - Reasons for Leave**

LWOP may be requested by an eligible employee for any legitimate reason, including, but not limited to, the following:

1. Loan of an employee to another governmental agency, higher education institution or related organization;
2. Outside employment that would lessen the impact of a potential layoff or a layoff;
3. Professional activities related to academic research, advanced study, career

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

- development, or other professional activities that are determined by the institution's President or designee to be of benefit to Morgan State University;
4. Anticipated low demand for the employee's services during slow periods in the institution's or unit's operations (seasonal leave), or
  5. Other activities as determined to be appropriate by the President or designee.

### **Section 13.3 - Job Protection**

A leave of absence without pay does not assure the employee a right to return to their former position or to another equivalent position within the same department having the same pay, benefits, other terms and conditions of employment, status and responsibilities as the former position upon expiration of the leave. At the discretion of the University, an employee may be granted the option to return to their previous position.

If during the leave the President or designee determines that the position cannot be held available, the President or designee shall notify the employee in writing of their decision and shall provide information regarding the equivalent position, if any, to which the employee will be returned upon expiration of the leave. The employee shall have the right to return to work within thirty (30) working days from receipt of such notice in order to keep the position from which the employee had taken leave.

### **Section 13.4 - Benefits While on Leave**

The employee may elect to continue health care coverage under the provisions of COBRA (Consolidated Omnibus Budget Reconciliation Act).

## **ARTICLE 14 - ADMINISTRATIVE LEAVE**

The nature of the University Police Officer (UPO) position may require that the employee work on days when the University declares an administrative leave day or partial administrative leave day due to weather or other emergency conditions. Where the University remains operational in any capacity, it is considered not to be on administrative leave status even where it closes the campus, shifts to virtual instruction or remote work for some employees, suspends on campus instruction/classes, or otherwise deviates from typical operations due to COVID-19 pandemic or any other pandemic declared by the World Health Organization or any other emergency condition declared by federal, state or local authorities. Where administrative leave is declared for some or all of a day employees who work during a period of declared administrative leave (e.g., campus opening at 10am instead of 8am; campus closing at 2pm instead of 5pm) will be credited with two hours of work time for each hour they actually worked during the administrative leave period. For purposes of this provision, administrative leave is considered hours worked when calculating overtime.

## **ARTICLE 15 - MILITARY LEAVE**

### **Section 15.1 - General**

Except as otherwise provided herein, an employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine Corps or Coast Guard, and any Reserve unit, shall be entitled

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

to a leave of absence for military training for a period of not more than 15 work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave.

### **Section 15.2 - Call-up to Active Military Duty During a National or International Crisis or Conflict**

Leave due to call-up to active military duty during a national or international crisis or conflict shall be granted to an employee for up to two (2) years. An employee may request the opportunity to adjust his/her work schedule to accommodate unit training assembly (drill schedules). Military leave shall be granted in accordance with applicable law. A returning veteran who was called to active military duty in the armed forces is eligible for reinstatement, per applicable state and federal laws.

## **ARTICLE 16 – WAGES**

### **Section 16.1 -- COLA**

- a. FY 2025. The initial salary scale in Appendix 1 of this MOU is inclusive of the FY 2025 COLA effective July 1, 2024.
- b. FY 2026 and FY 2027. Employees covered by this Memorandum of Understanding shall receive an annual cost of living adjustment (COLA) that is equal to the cost of living adjustment granted to State employees provided that the General Assembly and the Governor approve and fund that adjustment for employees of Morgan State University in the applicable legislative appropriation. Approved and funded COLAs will be granted irrespective of the employee's salary scale maximum. If a COLA increase occurs in FY 2026 and/or FY 2027, a revised pay scale will be prepared to replace the prior pay scale in Appendix 1, and a copy will be provided to the Union.

### **Section 16.2 -- Merit**

In the event that a merit increase is granted to eligible University employees (those not then currently on probation) during the period covered by the MOU, in lieu of receiving said merit increase, each employee shall move one (1) step (3%) on the revised Pay Scale, effective the first pay period following the date on which the University made such increase effective provided that funding is available and the employee's performance is an overall "meets standards" or better on his/her most recent performance evaluation. Any employee situated at the maximum step of the pay range shall receive an increase equivalent to 3% of the employee's rate of pay in the form of a one-time, lump sum payment which shall not be included in the employee's base pay.

### **Section 16.3 – Longevity Step**

Effective July 1, 2025, and for the remainder of this MOU, each employee reaching 20 complete years of service with Morgan State University Police shall receive a one-time longevity increase of one step or, if the employee is at the maximum step for the grade, a three percent (3%) increase to their regular rate of pay, effective on July 1 of the year after they attain 20 complete years of service.

### **Section 16.4 – Promotions/Reclassifications**

When an employee is promoted or reclassified from a classification to a classification which is one or more levels higher, the employee shall receive a 6% increase for each grade the employee

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

is promoted. When an employee is classified to a classification two or more grades higher, the employee shall be placed at the lowest step which provides at least a 12% increase in annual salary. In no event shall the new rate exceed the maximum in the new classification salary scale.

### **Section 16.5 – Processing Sequence for Simultaneous Transactions Which Affect Salary**

Two or more salary transactions, which are effective on the same date for an employee, shall be processed in the following sequence: (1) Salary adjustment of the employee's classification, (2) Cost of Living Adjustment (COLA), (3) merit increase, (4) all other transactions including, but not limited to, promotion, reclassification and demotion.

### **Section 16.6 – Salary Increase and Scale**

Effective July 1, 2024, after both ratification of this MOU by the FOP and the approval of this MOU by the University's Board of Regents have occurred, each employee will be placed on the revised Pay Scale (Appendix 1) at the employee's current grade and step.

### **Section 16.7 – Field Training Officer Pay**

A UPO designated as primary field training officers (FTO) shall receive additional compensation of \$2.00 per hour for all hours worked while actually performing field training officer duties. The University shall have the sole right to designate an officer to serve as an FTO.

### **Section 16.8 – Officer In Charge (OIC) Pay**

A UPO II designated on a particular shift to perform the duties of a UPO III or UPO IV shall receive additional compensation of \$2.00 per hour for each hour actually worked as a UPO III or UPO IV.

## **ARTICLE 17 - PERFORMANCE EVALUATIONS**

### **Section 17.1 - Performance Rating**

New employees shall receive a written performance evaluation within six months from the date of employment and a follow-up evaluation prior to the completion of twelve months of employment. Continuing employees shall receive a mid-year performance appraisal and an end-of-year performance appraisal with an overall performance rating. Employees shall receive performance ratings utilizing the University's evaluation form.

Employees shall have the right to appeal their overall performance evaluation of below standards or less through the grievance process.

### **Section 17.2 - Mid-Year Performance Appraisal**

The supervisor identified as responsible for evaluating an employee will prepare a written mid-year performance appraisal and present it to the employee for discussion. Employees and their supervisors will meet mid-year to discuss the mid-year performance appraisal and will include in that discussion:

1. Any modifications made to the employee's job description;

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

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 - End-of-Year Appraisal**

The end-of-year appraisal shall include the following:

- \* An overall performance rating;
- \* The specific tasks which the employee needs to achieve during the next appraisal period and performance objectives;
- \* Modifications of the employee's job description
- \* Recommendations for training as appropriate

An employee's end-of-year evaluation must be approved by the Chief of Police or designee. 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 and placed in the employee's personnel file.

## **ARTICLE 18 - TRANSPORTATION EXPENSE**

Employees shall request a University vehicle to travel for official University business. 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's travel regulations.

The University will reimburse employees for authorized transportation and travel expenses, including expenses for lodging and meals if overnight travel is required, in accordance with the State of Maryland payment requirements.

## **ARTICLE 19 - HEALTH, SAFETY, AND WELFARE**

### **Section 19.1 - Duty for Safe Work Environment**

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

### **Section 19.2 - Unsafe Work Conditions**

When an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who, in consultation with the Chief, shall take whatever necessary corrective action the University deems appropriate. Where the matter is not resolved to the satisfaction of the employee, the employee may request a review by the University's Safety Officer, who shall take all measures he or she deems appropriate to promptly respond to the employee's complaint and who shall inform the employee and the employee's supervisor of the results of his/her findings and recommendations in writing.



## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 19.3 – Workplace Violence**

The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The safety and security of staff, faculty, students and visitors are of vital importance. Violent or threatening behavior directed at staff, faculty, students or visitors, oneself, or property will not be tolerated. This Article applies to any acts of violence or threats made on University property, at University events, or under circumstances that would negatively affect the University's ability to conduct business and to provide a safe working environment to the employees. Included in this prohibition are such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols, that a reasonable person would perceive to be threatening, and which infringe upon the University's right or obligation to provide a safe workplace for its employees, students and visitors. This Section shall not be construed to apply to an employee who uses reasonable force in the performance of his or her duties, but does not preclude the review of the use of such force under other applicable laws and regulations.

### **ARTICLE 20 - PERSONNEL FILE**

The official personnel file for each employee shall be maintained in the Office of Human Resources. Each employee, and/or his or her authorized representative, shall have the right to review his or her personnel file upon request, and shall do so during business hours, with no loss of pay. Employees shall be provided a copy of any documents from his/her personnel file upon request. Any requests for copies from the personnel file may incur a copying cost of \$.25 per page for each page copied over 25 pages. When disciplinary actions are appealed by the employee, documentation relevant for administrative purposes, including by way of example but not limited to the notice of disciplinary action, the notice of hearing date, if any, and administrative decision, if any, shall be retained in the employee's personnel file. This shall not include documents used for evidentiary purposes to support the filing or prosecution of the disciplinary action unless required for administrative purposes. Documents regarding any successfully appealed disciplinary actions shall be kept in a separate file within the Office of Human Resources. Copies of any and all grievances initiated by the employee, and/or supporting documentation, shall not be kept in the employee's official personnel file.

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

The law enforcement officer may waive the right described in the immediately preceding paragraph.

Employees shall have the right to respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any relevant written response by the employee shall be appended to the appropriate document.

Any and all outside inquiries regarding an employee's status, or requests for references, should be referred to the Office of Human Resources and all responses to such inquiries shall be made

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

only through the Office of Human Resources with the exception that responses may be given by other parties with the written consent or a general release of information signed by the employee. No information other than that contained in the employee's official personnel file may be disseminated to a third party without the aforementioned written consent of the employee.

### **ARTICLE 21 - JOB CLASSIFICATION AND PROMOTIONAL OPPORTUNITIES**

#### **Section 21.1 - Job Study**

When an employee believes his/her position is incorrectly classified, a request to study the position may be submitted to his/her supervisor. The supervisor shall forward the request to the Chief of Police or designee who shall forward the request to the area Vice President, who shall forward the request to the Office of Human Resources for appropriate action. Such study shall be completed in a timely manner, and in no case longer than three (3) months. Requests for reclassification of positions that have been studied in the last 12 months and for which there have been no changes in the job duties will not be processed. The employee will be provided with a copy of the University's finding upon completion of its review. The University will apply its established classification standards and guidelines in a fair and equitable manner. The employee shall have the right to challenge the appropriateness of his/her classification through the grievance process.

Reclassifications may not be processed during such time as the President or designee has declared a moratorium on such personnel transaction. When reclassifications are warranted and approved by the Office of Human Resources during a time when funds are not available due to budgetary restraints, the reclassification will be implemented as soon as funds are available and allocated for such purpose. Upon implementation of the reclassification when funding so permits, the reclassification will be made retroactive to the effective date of the reclassification, but not earlier than the previous fiscal year.

#### **Section 21.2 - Applications for Promotional Appointments**

A promotional opportunity is an opportunity for advancement into a higher ranking bargaining unit position within the Police Department. When a promotional opportunity exists for a bargaining unit position within the Police Department, which the University intends to fill, the Office of Human Resources will post the opportunity on its website, for a period of no less than ten (10) working days. The position announcement will identify the position by the title, pay (to include the minimum and maximum salary) and shall include the minimum qualifications and skills necessary for the position in accordance with the University's Job Class Specifications. The announcement will also state how and where to file and the closing date for receipt of internal applications, which shall not be less than ten (10) working days from the date of the initial posting.

#### **Section 21.3 - Promotional Qualifications**

Any employee may submit an application for a promotional opportunity. The University shall create an eligibility list comprised of employee applicants qualified for the position. In order to be placed on the list, an employee must:

## MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

- Have completed any probationary period associated with the employee's job classification, along with the following service depending on the position sought;
  - UMPO- 3 years of police service (MSU service only)
  - Corporal- 4 years of police service (MSU service only)
  - Sergeant- 5 years of police service (MSU service only)
- Have not been required to provide verification for sick leave use, pursuant to Article 10.5 A of this MOU, within six (6) months of the date of the application;
- Be in good physical condition; an employee who is currently on modified duty status or on leave must provide documentation verifying he/she will return to work on full duty status within forty-five (45) days of the posting of the notice, unless the modified duty restriction of the employee does not prohibit the employee from performing the required tasks of the job. Documentation verifying eligibility to return to work on full duty status must be attached to the employee's application materials when delivered to the Office of Human Resources.
- Have received an overall rating of 'meets standards' or better on the employee evaluation immediately preceding the date of the employee's application.
- Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skills necessary to perform the duties of a position must be evident and clearly documented for any individual applying for a promotional opportunity.

### Section 21.4 - Promotional Process

There shall be a Promotion Board created for any competitive promotional process, which shall be comprised of five (5) employees, two (2) of whom shall be certified police officers from an external Law Enforcement agency(ies), the Deputy Chief of Police at Morgan State University or designee, one (1) faculty member and/or administrator and one (1) staff representative. The Promotional Board shall serve as the interview panel, and shall tabulate the candidates' scores under each of the following phases:

- I. **Written Exam: (74 points):** A written exam will be administered to all applicants who meet the minimum qualifications. The results of the written exam will remain valid for a twenty-four (24) month period, for use toward promotion to the position for which the exam was taken. An employee must receive a passing score of at least 74 points in order to move forward in the promotional process.
- II. **Administrative Review (25 points):** The Administrative Review process will entail a review of the internal and external candidates' official records to assess sick leave usage, educational attainments, commendations and awards, records of disciplinary actions, and seniority. A maximum of 25 points can be awarded based on the following scale:
  - a. **Sick Leave (5 points):** A maximum of 5 points may be awarded to candidates whose records over the previous 12 month period indicate no occurrences for undocumented sick leave. A maximum of four (4) points may be awarded to candidates with no more than one (1) undocumented occurrence, three (3) points may be awarded to candidates with no more than two (2) undocumented

## MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

- occurrences, two (2) points may be awarded to candidates with no more than three (3) undocumented occurrences, one (1) point may be awarded to candidates with no more than four (4) undocumented occurrences and no (0) points to candidates with five (5) or more undocumented occurrences over the previous 12 month period.
- b. **Educational Attainments (4 points):** One (1) point may be awarded for each 30 credits earned or a maximum of four (4) points for either a BA or BS degree. NOTE: Official transcripts must be on file in the Office of Human Resources prior to these points being awarded.
  - c. **Commendations and Awards (5 points):** A maximum of five (5) points may be awarded to candidates whose records indicate having received departmentally-approved commendation or awards. Point factors will be based on the content of the commendation or award.
  - d. **Disciplinary Actions (5 points):** A deduction of 5 points may be made based on the following scale: letter of reprimand (2 points); one-day suspension (4 points); suspension of more than one day (5 points). However, any minor disciplinary action older than 3 years cannot be used to deduct points from a candidate's score (for purposes of this section, "minor" is defined as any offense or infraction that results in a disciplinary action of a three-day suspension or less). Those persons who have been suspended within the 24 months preceding the posting of the promotional opportunity will not be eligible for consideration.
  - e. **Seniority (6 points):** A maximum of 6 points may be awarded based on the following scale: one (1) point for each two (2) years of police service (MSU service only), for a maximum of six (6) points.

**III. Interview Panel:** Those persons who receive a minimum score of 74 points from the written exam will be eligible for an interview with the panel. Candidates will be interviewed in descending order beginning with the applicant with the most points. A minimum of five (5) questions will be asked of the candidates. A maximum of 100 points may be awarded to a candidate for the interview.

The Promotion Board Panel employees will tabulate the candidates' scores under each of the above phases and, after final tabulation, will determine eligible candidates for referral to the Chief of Police or designee. A list of candidates and their scores will be made available to all officers to promote transparency. Each candidate will be identified by an identifier such as DBM personnel PIN#, or other such unique identifier to provide for the confidentiality of their particular score/ranking. Once determined, a maximum of the five (5) top candidates will be submitted to the Chief of Police or designee for selection. Selection of the successful qualified candidate from among the candidates submitted is solely within the discretion of the Chief of Police or designee with the review of the Office of Human Resources and approval of the Executive Vice President for Finance and Administration or designee.

### Section 21.5 – RECLASSIFICATION TO UPO II

A Police Officer I shall be reclassified to a Police Officer II upon satisfactory completion of two years as a Police Officer I. For the purposes of this section, satisfactory completion is defined as

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

an overall meets standards or better performance evaluation. All Police Officer I's shall be evaluated at the end of two years, based on their entry on duty date (i.e., hire date at MSU).

### **Section 21.6 – University Master Police Officer (UMPO) II**

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

### **Section 21.7 – Reclassification from UPO II to UMPO II**

Upon completion of the three most recent consecutive non probationary years as a UPO II with a performance evaluation of at least an overall “meet standards,” an employee is eligible to take proficiency test for reclassification to UMPO II. An eligible employee may take the UMPO test only one time during each fiscal year. (A fiscal year is the period from July 1 in any year through June 30 of the following calendar year.) The test taken during that fiscal year is valid for a twenty-four (24) month period. Upon successful completion of the proficiency test, with a minimum score of 74 points, the employees will be reclassified to a UMPO II, effective the first full pay period following the successful passing of the test. While the University welcomes suggestions and input from the Union and from employees regarding the information which the proficiency test is intended to cover, the actual questions included in the proficiency test, remain within the sole discretion of the University. (The University will offer the proficiency test at least once every fiscal year and it shall be within the University’s sole discretion when and how many times during the fiscal year to offer such test.) There may be times when the test will not be offered or the reclassification will not take effect until a later time, such as when there is a moratorium on reclassifications due to fiscal exigencies. (When reclassifications cannot be processed due to a moratorium, the reclassification will become effective in the following fiscal year and made retroactive to the date an Employee was eligible for and passed the test.)

### **Section 21.8 - Definition**

- A. Under general supervision, the UMPO performs the duties of a Police Officer and may function in a lead capacity or as an independently recognized specialist in an ongoing law enforcement program or may function as a shift supervisor for a small group of police officers.
- B. The UMPO will perform the primary duties as outlined in the Morgan State University Job Class Specification UMPO-University Master Police Officer II (pay range 13).
- C. The UMPO designation is a reclassification, not promotion. Officers appointed to this designation will not receive any additional compensation for serving as Officer in Charge (OIC) and/or for serving as Field Training Officer (FTO).

### **Section 21.9 - Qualification and Eligibility for UMPO**

- A. Must have three (3) years of consecutive non probationary service as a University Officer as of the date of the examination for the UMPO.
- B. Must maintain an overall “Meets Standards” rating or the equivalent thereof in the Annual Performance evaluation for the two (2) consecutive Performance Management Process (“PMP”) periods and the intervening time period thereafter

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

immediately prior to the current consideration of the Officer's candidacy. For purposes of this provision, the PMP rating period shall be on an annual basis from April 1 through March 30.

- C. Must not have been on Sick Leave certification Requirement pursuant to Article 10 (Sick Leave) during the twenty four (24) month period prior to the date on which the test is to be administered.
- D. An officer must not have any disciplinary suspensions within the twenty-four (24) months prior to the date on which the test is to be administered.

### **Section 21.10 – Compensation**

Upon passing the UMPO Written Examination, the Officer will move to UMPO II pay range on the scale.

### **Section 21.11 – Limitations**

The reclassification to UMPO II shall be limited to the selection of ten (10) qualified members at any given time and the selection shall be made in rank order based on an employee's overall test score. An employee does not have to be a UMPO II in order to be promoted to UPO III under the provisions of Article 21. If there are more than ten (10) employees who meet the criteria for reclassification, seniority will be the tiebreaker, with seniority being defined as time at MSU.

## **ARTICLE 22 – JOB DESCRIPTIONS, JOB DUTIES**

Upon initial employment, and upon each long-term significant change in job duties thereafter, each full-time or part-time bargaining unit employee shall be provided a copy of his/her job description. The job description is a statement of the actual job related duties and responsibilities that an employee performs.

A job specification is a statement of the essential components of a job class including a summary of the work to be performed, primary duties and responsibilities of the job and the minimum qualifications and requirements necessary to perform the essential functions of the job. The Office of Human Resources maintains copies of all University job specifications.

The duties and responsibilities assigned to an employee shall be consistent with the duties and responsibilities for the employee's position description. An employee may grieve the assignment of duties and responsibilities if those assigned duties and responsibilities clearly are applicable to a different position, and may seek acting capacity compensation if the employee is assigned duties and responsibilities clearly applicable to a higher-paying position, for a period of thirty (30) working days or more.

## **ARTICLE 23 - TRAINING AND EDUCATION; TESTING**

### **Section 23.1 - Training**

The University will determine and establish the training needs of the employees covered by this MOU, which will be consistent with the Maryland Police and Correctional Training Commission guidelines. Additional or advanced training involving specialized functions will be assigned after all officers have had an opportunity to apply for the training. Assignment to the training

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

will be done competitively. Employees will be paid for time spent in University required or approved training consistent with the provisions of this MOU and the FLSA. The Department will pay any pre-approved fees associated with Department required or approved training. An employee who is scheduled for a training day will not ordinarily be scheduled to work the shift immediately before or after the training.

### **Section 23.2 – New Hires**

Upon return from the academy, police trainees shall receive field training as prescribed by the Maryland Police and Correctional Training Commission.

### **Section 23.3 – Additional Training**

In addition to the mandatory annual in-service and firearms training, employees shall be permitted, subject to approval by the Chief of Police or designee, to participate in voluntary or other specialty training programs held outside the University. Whenever employees participate in approved training programs, they will be given time off from work with pay to attend such programs. The cost, if any, of approved training will be paid by the University, if funds are available. Under certain circumstances, when the cost of training exceeds \$100, employees will be required to sign an agreement under which the employee will agree to reimburse the costs associated with training should they leave University service within one year of completion of training, provided there is a reasonable correlation between the cost and/or length of the training and the length of time specified for the employee to remain in University employment.

### **Section 23.4 – Probationary Period**

i. Original: Employees serve an original probationary period for 12 months. The 12 months is identified as follows: if the employee is hired after satisfactory completion of mandatory training approved by the Maryland Police and Correctional Training Commission, the 12 month probationary period starts on the date of hire. If the employee is hired before satisfactory completion of such mandatory training, the 12 month period starts on the date of the training completion. Management will use best efforts to send new officers for training within one year of the date of hire. The 12-month probationary period may be extended up to an additional six (6) months upon showing of just cause by the Chief of Police or designee.

ii. Status Change: Employees shall also serve a status change probation for six (6) months, which probationary period may be extended for an additional six (6) months upon showing of just cause by the Chief of Police or designee. Status change probationary period is defined as a trial period of work as a result of reinstatement, transfer, promotion, demotion (except for demotion to a classification in which the officer has already successfully served a probationary period), or re-employment.

Until an employee has completed the original or status change probationary period, he/she shall not attain seniority and shall be designated as being on probationary status. During that period, he/she may be terminated by the Chief of Police or designee. For employees on original probation, termination may be without reason, at any time. For employees on status change probation, termination shall be for cause and pursuant to Morgan State University Board of Regents policy. Upon completion of the probationary period, an employee's seniority shall date

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

back to the date he/she was hired. During the probationary period, the Chief of Police or designee shall conduct a six-month performance review.

### **ARTICLE 24 - DISCIPLINE/LAW ENFORCEMENT OFFICERS BILL OF RIGHTS**

The parties recognize, agree, and understand that the Maryland Police Accountability Act of 2021 (MPA) and its Amendments, Md. Code, Pub. Safety § 3-101, et seq., applies to the employees covered by this MOU and that nothing in this MOU is intended to alter, amend, or modify any rights, duties, or responsibilities that the MPA provides or imposes on the University or the employees covered by this MOU. The parties further recognize, agree, and understand that the procedures set forth in the MPA are the sole and exclusive procedures for resolving matters subject to the MPA and no aspect of any matter subject to the MPA is subject to the grievance procedures contained in Article 25 of this MOU. On issues where MPA is silent, the Classified Employees Grievance Procedure, Section 14-301 et seq. of the Annotated Code of Maryland, Education Article, will apply.

### **ARTICLE 25 – GRIEVANCE PROCEDURE**

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by the Union, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Section 14-301 et seq., of the Annotated Code of Maryland, Education Article, copies of which are available on MSU's Police Department's website or may be obtained upon request at the Police Department.

### **ARTICLE 26 - JURY DUTY AND COURT APPEARANCES**

#### **Section 26.1 – Jury Duty**

Employees who are notified by mail of jury service must notify their supervisor as promptly as possible. Employees who are selected for a jury pool or who are impaneled as a juror must notify their supervisor and provide an estimate of the amount of time they will be away from work. Employees must comply with the court call in provisions regarding jury service as soon as available (normally 5:00 p.m.), and where they are advised that their panel is released, they must so notify the supervisor on duty and return to work the next day on their regularly scheduled shift.

An employee who is on jury duty is entitled to leave with pay when the employee's jury service occurs on the employee's scheduled workday. Employees who are scheduled on other than a day shift shall be reassigned to a day shift. The employee will be required to provide documentation to verify his or her attendance at jury duty.



## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 26.2 – Court Appearances**

Employees who are required to attend court on behalf of the University for work-related reasons during their scheduled tour of duty or as an extension of their tour of duty will be paid for their normal duty pay unless overtime is required. Employees who are required to attend court on behalf of the University for work-related reasons during their off duty hours will be granted a minimum of four (4) hours of work time or actual hours worked, whichever is greater.

## **ARTICLE 27 – SENIORITY**

### **Section 27.1 - Formula for Establishing Seniority Points**

Seniority points shall be calculated accordingly:

1. one point for each consecutive month of University and State employment;
2. one point for each consecutive month of employment in the department;
3. one point for each consecutive month of employment in the current job classification at the University.

Employees serve an 12-month probationary period following satisfactory completion of mandatory police officer training conducted by the Maryland Police and Correctional Training Commission (“MPCTC”), and shall be credited with 12 months 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 or Resignation**

An employee shall give written notice of resignation to the Chief of Police or designee at least two (2) weeks in advance of separating from service. Employees who fail to provide the required written notice at least two (2) weeks in advance shall not be considered to have left in good standing for purposes of University employment or re-employment. The foregoing considered, in the event an employee fails to so furnish the requisite written two (2) weeks notice, such failure shall not result in a separation of service being reported by the department to the MPCTC other than as a resignation, without qualification, meaning non-prejudicial for MPCTC purposes.

An employee who resigns or otherwise leaves the employment of the University in good standing may be reinstated to a position with full credit for prior service within two (2) years after the date of separation from employment. Seniority shall be determined by the original date of hire; however, seniority does not accrue during such absence.

## **ARTICLE 28 – RANK STRUCTURE**

There shall be a rank structure among sworn police officers who are covered by this MOU as follows:

The University may refer to each of the UPO classifications with the following internal titles:

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

UPO I – Private  
UPO II – Private First Class  
UMPO II – Master Police Officer  
UPO III – Corporal  
UPO IV – Sergeant

Employees holding the rank of Master Police Officers (UMPO II) and Corporals (UPO III) may be promoted to the rank of UPO IV (Sergeant), upon successful test completion and promotional process.

### **ARTICLE 29 – INSURANCE AND BENEFITS**

Employees covered by this MOU who are otherwise eligible may participate in the benefit programs (health and other insurance plans) offered by the State of Maryland on the same basis and subject to the same terms and conditions including but not limited to the payment of all applicable premiums, co-pays, deductibles, and other fees and expenses as established for other State employees. At the time this MOU was negotiated, these benefits included:

- Medical Plans (including Vision)
- Dental Plans
- Prescription Plan
- Term Life Insurance
- Personal Accidental Death and Dismemberment
- Law Enforcement Officers Pension System
- Death Benefits as provided for in the Law Enforcement Officers Pension System

In the event that the State makes any changes to the foregoing programs, including any changes to any applicable premium, co-pay, deductible or other form of employee fee or expense, the University reserves the right to implement those same changes and to terminate any such plan at such time as it is terminated by the State.

### **ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM**

The University agrees to communicate to all bargaining unit employees the existence and availability of the State of Maryland's Employee Assistance Program (EAP). The University shall also make EAP informational materials available on the Office of Human Resources' website.

### **ARTICLE 31 – DRUG AND ALCOHOL TESTING**

Employees covered by this MOU must comply with the State of Maryland Substance Abuse Policy (Governor's Executive Order) and all applicable laws, policies, procedures and programs dealing with alcohol and controlled dangerous substances.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

Unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol by employees in the workplace is prohibited under University policy. It is, however, recognized that employees may be properly in possession of alcohol and controlled substances in the normal course of their duties or with respect to alcohol, as expressly permitted by the University President or designee.

Reporting to work under the influence of controlled substances or alcohol is strictly prohibited. Employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge that they have consumed alcohol within the previous four hours. An employee who makes an acknowledgment under this section, and is not on-call, shall not be subject to disciplinary action and may not be assigned to perform any safety sensitive function.

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

### **ARTICLE 32 - WORK FACILITIES**

The University provides limited parking spaces, on a first come, first served basis, for employees' personal vehicles and employees are allowed to utilize those limited parking spaces provided they pay applicable fees.

### **ARTICLE 33 - UNIFORMS AND EQUIPMENT**

#### **Section 33.1 – Uniforms**

Each employee shall be issued by the University, at no cost to the Employee, no fewer than the following:

##### **Class A Uniform**

- 5 Short Sleeved Uniform Shirts
- 3 Pairs Dress Slacks
- 5 Long Sleeved (Winter) Uniform Shirts
- 3 Black Long-sleeved turtleneck shirts
- 1 All Season Patrol Jacket
- 1 Dress Blouse
- 2 Black Clip-on Ties
- Rain coat, rain pants and rain hat cover

##### **Class B Uniform**

- 2 Long Sleeved Uniform Shirts
- 2 Short Sleeved Uniform Shirts
- 2 BDU Pants
- 2 Baseball-style hats

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

In addition to the above, employees who are certified and assigned to bike patrol shall be assigned the following:

- 3 short sleeve polo style bike patrol uniform shirts
- 3 long sleeve polo style bike patrol uniform shirts
- 3 pair bike patrol shorts
- 3 pair bike patrol long pants
- 1 bicycle uniform jacket
- 1 helmet
- 1 pair protective glasses
- 1 pair of bike gloves
- 1 hydration device

The Chief of Police or designee shall determine which uniform shall be worn by the officers. The officers are responsible for ensuring that their uniforms are maintained in a clean and proper condition.

The University shall provide replacement uniform components on an as-needed basis, as determined by the University. Replacement uniform components will not be unreasonably withheld and will be provided to employees at University expense.

Each officer, i.e., not recruits shall be entitled to an annual shoe allowance of \$110.00, to be paid in August, which is intended for the purchase of appropriate footwear to be used on the job. The University reserves the right to request receipts or other proof that said allowance was used in accordance with this policy.

The University shall provide each employee of the bargaining unit with a monthly stipend in the amount of \$40.00 to be used toward cleaning and/or dry cleaning of uniforms provided under this provision, and/or clothing worn by an officer when they are not required to wear a uniform.

Employees provided with uniforms shall be required to return them to the University within one (1) week of the separation of their employment. Failure to return issued uniforms shall entitle the University to deduct their reasonable depreciated value from any pay owed to the employee at the time of their separation.

### **Section 33.2 - Equipment**

Each employee shall be issued the following equipment/insignia:

- Appropriate uniform insignia
- 2 Right Pocket Name Tags
- 2 Badges
- Whistle and Chain
- 2 Nylon Duty belts:
- 4 nylon belt keepers

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

- 1 firearm upon qualification
- 1 Gun Holster;
- 3 Magazines
- 50 rounds of hollow point ammunition
- 1 Magazine Carrying Case
- 1 ASP
- 1 ASP Black Holder
- 1 Rechargeable Flashlight
- 1 Flashlight holder
- 1 OC Spray (10% or more)
- 1 Black OC holder
- 1 Handcuff
- 1 Black Handcuff Case
- 1 Portable Radio with charger
- 1 Black Radio Case
- Disposable medical gloves
- 1 Black Gloves Case
- 1 Full Riot Gear (to be stored by the University and accessible to the employees when needed for deployment)
- Armor Ballistic Vest

University property may be used only for University purposes. Such property must be safeguarded, maintained, and returned in the same conditions as received with due consideration given to normal wear and tear. Property lost or damaged through negligence will be paid for by the person(s) determined to be responsible for such loss or damage. Property lost or damaged wherein negligence is not a factor will be repaired or replaced by the University.

Ammunition shall be replaced by the University after the discharge of University-owned firearms at sanctioned firearm training or in the capacity of official job-related action.

### **Section 33.3 – Emergency Vehicles**

The University shall maintain sufficient emergency vehicles, in good repair. The University shall replace emergency vehicles on an as needed basis; however, emergency vehicles shall be evaluated for replacement at 75,000 miles or seven (7) years, whichever comes first.

## **ARTICLE 34 - TUITION WAIVER**

Tuition Waiver shall be available to bargaining unit employees, their spouses and dependents consistent with applicable Morgan State University policy as may be amended from time to time.

## **ARTICLE 35 - LAYOFF AND RECALL**

### **Section 35.1 - Layoff Notice**

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

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The written notice shall include the reason for the layoff (i.e., position abolished, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization or stoppage or lack of work). The University may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period. Administrative leave will not be unreasonably denied.

### **Section 35.2 - Order of Layoff**

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

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

### **Section 35.3 - Seniority Points**

The formula for establishing seniority points shall be as follows:

- A. One point shall be given for each complete month of credited service for the following:
  1. University and State service and Service with the department where the layoff is to occur; and
  2. Service in the job classification and its job series where the layoff is to occur.
- B. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.
- C. For part-time employees, creditable service shall be determined by the funded percentage of the position.
- D. The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points: the Divisional Vice President, with approval of the President or designee, will determine the employee(s) to be retained based upon a reasonable written evaluation of the specific objective skills, knowledge, and abilities of each employee, prepared by the Department Head or Chairperson.

### **Section 35.4 - Displacement Rights**

Employees covered by this MOU who are notified that they are being laid off may elect to exercise displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the Office of Human Resources within fifteen (15) calendar days of the notice to the employee of the layoff.

1. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee in the bargaining unit with less seniority in the same job classification, or, if not available either.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

2. The displacement as applied in one (1) above, shall be limited to the department in which the employee is employed at the time that the notice of layoff is given.
3. An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.
4. An employee who is displaced under this MOU is subject to the terms and conditions of this MOU.

### **Section 35.5 - Recall List**

An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the specific position from which the layoff occurred is reestablished, provided the employee continues to meet minimum qualifications of the job.

The University shall publish and keep a current list of positions being recruited on the University's website. Laid-off employees interested in other position vacancies for which the employee meets minimum qualifications shall be informed of these job vacancies via the University's website and shall be granted interviews accordingly under this section.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested to the last known address of the employee. The employee is obligated to notify the University of any address changes during the layoff period.
2. The recalled employee shall have up to fourteen (14) calendar days following receipt of the recall notice to notify the University of their intention to return to work.
3. The recalled employee shall have up to twenty-one (21) calendar days following receipt of the recall notice to actually return to work.

### **Section 35.6 - Severance Package**

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

1. Tuition Waiver:
  - a. Employees who are laid off, who have completed less than ten (10) years of service with the University and who are receiving tuition waiver at the time of the layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition waiver for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at the University's campus only.
  - b. Employees who are laid off, who have completed more than ten (10) years of service with the University and who are receiving tuition waiver at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition waiver for two additional full-time semesters or four additional part-time semesters, at the University's campus only.
  - c. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more at the undergraduate level and nine (9) credits at the graduate level.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

- d. The tuition waiver benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which the employee is laid-off and receiving tuition waiver may continue to receive tuition waiver for the balance of that semester.
  - e. Said tuition waiver benefits must be initiated within the two (2) year recall period.
- 2. Laid-off employees shall be allowed to use the services of the Career Development Center for the purposes of developing a resume and conducting job searches.

## **ARTICLE 36 – MID-CONTRACT NEGOTIATIONS**

### **Section 36.1 - Mid-Contract Negotiations**

The University and the Union acknowledge that during the negotiations that resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to any subject of bargaining as provided in Title 3 of the State Personnel and Pensions Article, Annotated Code of Maryland, and applicable SHELRB regulations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. The University and the Union agree that for the life of this MOU, and except as otherwise provided in this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject not specifically referred to in this MOU; 2) subjects on which the Union or the University made, or could have made, proposals during bargaining, but about which no agreement was reached, so long as the Union or the University was aware or reasonably should have been aware of the subject during the bargaining process. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

### **Section 36.2 – Changes in Terms and Conditions of Employment**

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over University proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this MOU or waived as provided in Section 36.2 above, and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees. The minimum notice to the Union of the intended change in working conditions subject to this obligation (including a proposed change in a BOR or University policy or procedure affecting bargaining unit working conditions and otherwise subject to the obligation to bargain) is thirty (30) days prior to the proposed implementation of the change; however, if required to meet a legislative mandate or an emergency situation, the University may provide the Union with less than thirty (30) days notice but will notify the Union as soon as possible prior to the proposed implementation of the change. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the Union shall submit proposals in response to the University's intended changes within ten (10) days of its request to bargain, and the parties will meet within ten (10) days to discuss the changes and any proposals submitted by the Union. The University may implement



## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

its proposed changes only after meeting with, and considering any proposals submitted by the Union, so long as the Union is available to meet within the required timeframe.

Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith prior to implementation, but the University may temporarily implement any changes necessary to meet the legislative mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

### **ARTICLE 37 - ACCESS TO POLICIES**

The University shall make available online the following: Morgan State University Board of Regents Policies, including the Morgan State University Classified Employees Personnel Policies and Procedures; the General Orders of the Morgan State University Police; a link or citation to the Maryland Police Accountability Act; and a copy of this MOU. The University shall also provide a copy of any inter-jurisdictional memoranda and/or maps to bargaining unit employees upon request.

### **ARTICLE 38 – EXTERNAL POLICE OFFICERS**

The University, on occasion, may employ external police officers who are not employees of the bargaining unit and/or employees of the University to assist with a function. Sources may include Maryland State Police, any institution of public higher education in the State, or any Maryland State or Baltimore City agency.

External police officers work under the supervision of the ranking Morgan State University officer on duty.

### **ARTICLE 39 - UNIVERSITY ISSUED WEAPON**

Employees shall be permitted to carry their University issued weapon at all times, on or off duty. University issued weapons shall not be used for secondary employment.

### **ARTICLE 40 – MISCELLANEOUS**

#### **Section 40.1 – Preservation of Benefits**

Except as provided in Article 3, the University agrees not to make changes to its regulations, guidelines, or policies that are mandatory subjects of bargaining per the law until negotiated in accordance with this MOU.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **Section 40.2 – Savings Clause**

If any provision of this MOU or any application of this MOU to any employee or group of employees is held invalid by operation of law or by a court or other tribunal's competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the University and the Union shall meet within a reasonable amount of time and attempt to negotiate a substitute for the invalid provision.

### **Section 40.3 – Awards**

The University agrees to process as soon as possible any monetary award arising from a disciplinary appeal, grievance proceeding, or other personnel action under this MOU.

### **Section 40.4 – Policies and Procedures**

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

## **ARTICLE 41 - LABOR-MANAGEMENT COMMITTEE**

### **Section 41.1 - Purpose of the Labor-Management Committee**

At the request of the Union, the University agrees to create a Labor-Management Committee ("Committee") for the purpose of identifying issues of concern to either party and to serve as a forum for discussion and exploration of possible resolutions of concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this MOU. However, the Committee shall neither serve as a forum nor substitute for formal negotiations provided for under this MOU nor for formal grievance procedures.

### **Section 41.2 - Composition of the Committee**

The University and the FOP shall appoint four (4) employees each to the Labor-Management Committee. The Committee shall meet at a frequency to be mutually agreed upon by both parties on the Committee, each party having the unilateral right to call up to 2 meetings per contract year. At least forty-eight (48) hours in advance of a scheduled meeting, the parties shall exchange a listing of the subjects they wish to address at the meeting. The meeting shall be scheduled for a maximum of two (2) hours per session except by mutual agreement of the parties.

### **Section 41.3 - Release Time for Committee Meetings**

Bargaining unit employees who serve as employees of the Committee shall receive paid release time for the first hour of scheduled work time spent in each Committee meeting up to a maximum of four (4) hours per year, and shall receive unpaid administrative leave for the remainder of scheduled work hours missed due to attendance at Committee meetings up to a maximum of one (1) hour per meeting.

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

### **ARTICLE 42 - STRIKES AND LOCKOUTS**

Strikes and lockouts are barred in accordance with State Personnel and Pensions Article Sections 3-303 and 3-304.

### **ARTICLE 43 – DURATION AND RENEWAL**

#### **Section 43.1 – Duration**

This MOU shall become effective as of the date approved by the Board of Regents, retroactive to July 1, 2024. This MOU expires at 11:59 p.m. on June 30, 2027. Should a new MOU not be agreed to by the University and the Union by the expiration date and time this MOU will be renewed on a monthly basis until a new MOU is negotiated.

#### **Section 43.2 – 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.

### **ARTICLE 44 – ENTIRE UNDERSTANDING**

The University and the Union acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to any subject of bargaining as provided for in Title 3 of the State Personnel and Pensions Article, Annotated Code of Maryland and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. The University and the Union agree that for the life of this MOU, and except as otherwise provided in this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject specifically referred to in this MOU; 2) subjects on which the Union made, or could have made, proposals during bargaining, but about which no agreement was reached. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

### **ARTICLE 45 – PAYMENTS FOR EXPERIENCE AND EDUCATION**

#### **Section 45.1 – Lump Sum Payment for First-Time Sworn Police Officers or Lateral Police Officers with Post-Secondary Education**

First-Time Sworn Police Officers or Lateral Police Officers with post-secondary education from an accredited institution are eligible for a lump sum payment to be paid within 60 days of the employee's hire date, as follows:

Associate's Degree – \$1,000

Bachelor's Degree – \$2,000

Master's Degree – \$3,000

## **MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142**

In order to receive such lump sum payment, the employee will be required to sign an agreement under which the employee agrees to reimburse the lump sum payment should s/he leave University service within two years of his/her hire date.

### **Section 45.2 – Lump Sum Payment for Lateral Police Officers with Police Experience**

Lateral Police Officers with police experience are eligible for a lump sum payment to be paid within 60 days of the employee's hire date as follows:

Minimum of two years of police experience – \$1,500

Minimum of five years of police experience – \$3,000

In order to receive such lump sum payment, the employee will be required to sign an agreement under which the employee agrees to reimburse the lump sum payment should s/he leave University service within two years of his/her hire date.

Police related experience is defined as follows:

1. Correctional Officer
2. Military experience in a combat "MOS", correctional, police, military security during active duty (Active military service by itself does not qualify.)
3. Federal, State or Local sworn law enforcement
4. Federal law enforcement

### **Section 45.3 – Lump Sum Payment for Current Police Officers with Post-Secondary Education**

Current Police Officers are eligible for a lump sum payment to be paid within 60 days of employee's notification to the Chief of Police or designee that while employed by MSU s/he has earned a degree from an accredited institution, as follows:

Associate's Degree – \$1,000

Bachelor's Degree – \$2,000

Master's Degree – \$3,000

In order to receive such lump sum payment, the employee will be required to sign an agreement under which the employee agrees to reimburse the lump sum payment should s/he leave University service within two years of payment of the lump sum.

**Note:** Employees who obtain more than one degree are eligible for up to the maximum amount for the highest degree obtained. For example, an employee who receives \$1,000 for an Associate's Degree and subsequently earns a Bachelor's Degree is eligible for up to an additional \$1,000 for achieving the Bachelor's Degree, or up to a total of \$2,000 for both degrees.

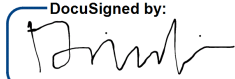
**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

### SIGNATURE PAGE

MORGAN STATE UNIVERSITY

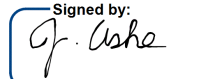
FRATERNAL ORDER OF POLICE

DocuSigned by:  
  
0BE74CEB701B4CE...

David Wilson  
President, Morgan State University

24-Feb-2025

Date

Signed by:  
  
A64B5F5FC86B40B...

Justin Ashe  
President

21-Feb-2025

Date

MEMORANDUM OF UNDERSTANDING between MSU and FOP Local 142

APPENDIX 1

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
UPO I – Private (Grade 10)	\$68,000	\$70,040	\$72,141	\$74,305	76,534	\$78,830	\$81,195	\$83,631	\$86,140	\$88,724	\$91,386	\$94,128	\$96,952	\$99,861	\$102,857
UPO II – Private First Class (Grade 12)	\$72,080	\$74,242	\$76,469	\$78,763	\$81,126	\$83,560	\$86,067	\$88,649	\$91,308	\$94,047	\$96,868	\$99,774	\$102,767	\$105,850	\$109,026
UMPO – Master Police Officer (Grade 13)	\$76,405	\$78,697	\$81,058	\$83,490	\$85,995	\$88,575	\$91,232	\$93,969	\$96,788	\$99,692	\$102,683	\$105,763	\$108,936	\$112,204	\$115,570
UPO III – Corporal (Grade 14)	\$80,989	\$83,419	\$85,922	\$88,500	\$91,155	\$93,890	\$96,707	\$99,608	\$102,596	\$105,674	\$108,844	\$112,109	\$115,472	\$118,936	\$122,504
UPO IV – Sergeant (Grade 16)	\$85,848	\$88,423	\$91,076	\$93,808	\$96,622	\$99,521	\$102,507	\$105,582	\$108,749	\$112,011	\$115,371	\$118,832	\$122,397	\$126,069	\$129,851