



# **MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**STATE OF MARYLAND**

AND THE

**STATE LAW ENFORCEMENT OFFICERS LABOR ALLIANCE**

**July 1, 2022 – June 30, 2025**

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## **PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into by the State of Maryland ("Employer") and the State Law Enforcement Officers Labor Alliance ("Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the Bargaining Unit employees covered hereunder. The Employer recognizes the commitment of the Union and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures. This MOU, including any appendices hereto, applies to all departments / agencies of the State whose employees are in the Bargaining Unit covered by this MOU, except as to those provisions of this MOU that are expressly limited to a particular department / agency.

It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval of the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland and the Annotated Code of Maryland, including Title 3, State Personnel and Pensions Article (the State Employee Collective Bargaining Law), as amended, and all laws are hereby incorporated in this MOU as if fully set forth herein and, except as provided in Article III, in the event of a conflict between this MOU and the law, the law shall prevail.

## **ARTICLE I – RECOGNITION**

### **Section 1. Exclusive Representation**

Pursuant to the Collective Bargaining Law (Title 3, State Personnel and Pensions Article), the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in Bargaining Unit I. The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms and conditions of employment for all employees in the Bargaining Unit. The employer will not allow non-exclusive representatives or other employee organizations to address new employees at orientation meetings.

### **Section 2. Integrity of the Bargaining Unit**

In the event the Employer proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Union with notice at the earliest opportunity, but normally at least 75 days in advance. Commanders will not be assigned bargaining unit work for the purpose of limiting overtime opportunities for bargaining unit employees except when fiscal or operational exigencies necessitate.

### **Section 3. Inclusion / Exclusion of Existing and New Classifications**

If it is believed that the bargaining unit status of a classification has changed, the Employer or the Union, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve any disagreements about the issue. The Employer will promptly notify the Union of all decisions to establish new classifications. If a new classification is a successor title to a classification covered by this MOU with no substantial change in duties, it shall become part of this bargaining unit. Where the Union believes a new classification contains a significant part of the work done by any classification in this bargaining unit or shares a community of interest with classifications in this bargaining unit, the Union may notify the Employer, within 30 days of receiving notice of the new classification, that it believes the classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue.

## **ARTICLE II – NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination**

It is the policy of the State to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, or labor organization affiliations, and to promote and implement a positive and continuing program of equal employment opportunity.

It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the State to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status or labor organization affiliation.

### **Section 2. Union Activity**

Each employee shall have the right to join and while off work or on official release time, assist the Union freely, without fear of penalty or reprisal, and the Employer shall assure that each employee shall be protected in the exercise of such right.

### **Section 3. Equal Employment / Affirmative Action / Americans with Disabilities Act**

The parties agree to comply with applicable Federal and Maryland Equal Employment laws, Affirmative Action laws and the Americans with Disabilities Act.

### **Section 4. Representation**

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

## **ARTICLE III – MANAGEMENT RIGHTS**

The Employer retains the sole and exclusive authority for the management of its operations and, except as expressly limited by a specific provision of this MOU, may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3, State Personnel and Pensions Article.

Except as provided above, it is agreed by the parties that any section of this MOU that conflicts with current law, in particular Title 3, State Personnel and Pensions Article and Title 2, Public Safety as it applies to the Maryland State Police, can be changed by management after negotiations with the Union to the extent required by Article XVII (Mid-Contract Negotiations).

It is understood and agreed by the parties that the Employer possesses all other power, duty and right to operate and manage its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals.

## **ARTICLE IV – UNION RIGHTS**

### **Section 1. Access**

The Employer agrees that local representatives, officers and Union staff representatives shall have reasonable access to the premises of the Employer with prior notice and approval by the Employer for the reason of administration of this MOU. The Union agrees to notify the Employer at least five days in advance of a non-emergency, mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the Employer and consistent with security and public service requirements, Union representatives shall have access to the Employer's premises for the purpose of membership recruitment. Approval for access described in this section shall not be unreasonably denied.

## **Section 2. Stewards**

The Employer will recognize stewards designated by the Union who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. A grievance will have no more than one steward investigating or processing the grievance, or in attendance at grievance hearings. Each installation (a work location; commonly a barrack, division, section or unit) shall have one steward designated by the union, except that for Maryland State Police (MSP) Field Operations Bureau, Maryland Capitol Police (MCP) and Department of Labor, Licensing & Regulation (DLLR) installations, an alternate shop steward may be designated. It is understood that shop stewards assigned to the same installation will not be absent from duty concurrently as a result of his / her responsibilities as a steward. For bureaus or divisions where an installation is not clearly defined (e.g., a task force) and the union believes it is reasonable and necessary to have a steward designated at the operation, the matter will be referred to the Labor Management Committee (LMC) for resolution. In the event the LMC is unable to agree, the issue will be submitted to the State's Chief Negotiator and the President of the Union for final action.

The Union will notify the Employer in writing of the names of the designated stewards prior to them assuming any duties. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to handle grievances. To the extent necessary to participate in grievance hearings, the Employer shall take reasonable steps to adjust a designated steward's shift so that such participation is on official duty time. Release from duty and shift adjustments will not be unreasonably denied and will be consistent with the operational needs of the Employer.

## **Section 3. Time Off With Pay During Working Hours**

The Employer shall grant time off with pay, consistent with the operational needs of the Employer, including reasonable travel time when necessary, during work hours, the total of which on a daily basis will not exceed the employee's normally scheduled workday, to attend grievance meetings, labor / management meetings, negotiating sessions regarding supplementation or amendment of this MOU during its term or the negotiation of a successor MOU, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being Union representatives time off with pay will not be unreasonably withheld. The Union will normally provide the Employer with the names of its representatives who need release time not less than five days prior to the date of the meeting.

Union representatives shall be allowed work time to complete assignments that have been assigned by the LMC. The Employer shall determine when the time can be taken.

The practices described in §12-405 of the State Personnel and Pensions Article shall apply to grievants, witnesses and Union representatives.

## **Section 4. Release Time Account For Union Activities**

On July 1 of each year, the Employer shall credit the Union's release time account with one day for every 15 bargaining unit members. Union representatives will be allowed time off with pay charged against the account consistent with the operational needs of the Employer for Union business such as state or area-wide committee meetings or state or international conventions, preparation time for negotiations or LMC meetings, and union sponsored labor relations training, and any other SLEOLA business deemed necessary by the President, provided such representative provides reasonable notice to his / her supervisor of such absence. Reasonable notice for Union sponsored meetings and conventions (listed above) is at least 15 days and the Employer shall respond within 15 days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one hour increments. Time off with pay will not be unreasonably withheld.

SLEOLA shall receive a quarterly itemized tracking sheet from the Department of Budget and Management's Office of Personnel Services and Benefits that shows the amount of release time used and balance of time in the Union Release Time Account.

In addition to the release time described above, the Union is entitled to release time for nine bargaining unit members for all negotiation sessions and as is necessary to participate in internal union caucuses that are approved by the State during the pendency of negotiations. Such caucuses may be held on days when bilateral

negotiations are not scheduled. It is understood that such release time may on occasion need to be rescheduled because of emergency circumstances. Release time for negotiations will be allowed consistent with the operational needs of the Employer and will not be unreasonably denied.

#### **Section 5. Meeting Space**

Union representatives may request the use of state property to hold union meetings. Upon prior notification, the Employer will provide meeting space where feasible. Such meetings will not interrupt state work.

#### **Section 6. Routine Office Supplies**

Union representatives are authorized to make reasonable use of copiers and fax machines pursuant to Departmental policy, provided that such use does not interfere with departmental operations and is used for legitimate business purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying SLEOLA of its intent to revoke such privileges and identifying in writing for SLEOLA, the specific usage(s) which is the basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee per copy. Union representatives and appropriate fraternal organizations may continue to use the MILES / METERS system to announce meetings consistent with existing policies and procedures.

#### **Section 7. Bulletin Boards**

The Employer shall provide lockable bulletin boards at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, the Union shall provide a copy of all items to the Employer.

#### **Section 8. Mail Service and Computer Mail**

The Union shall be permitted to use internal state mail systems, including computer / electronic mail / fax, for membership and bargaining unit mailings. The use of computer/electronic mail / fax is subject to the same rules of use as described in Section 6. Alternate means of electronic distribution of information (such as the MSP Data Management System or any successor systems) shall be permitted upon reasonable notice to the Employer. Confidentiality shall be maintained subject to the Employer's security needs. Union mass mailings by internal state mail will be limited to six times per calendar year. Such mass mailings may be individually addressed or distributed by work assignment or facility location. The Union shall give the Employer reasonable notice in advance of mass mailings. The Union and the Employer shall develop a system for these mailings.

#### **Section 9. Distribution of Union Information**

At non-secure facilities, the Union shall be permitted to place and distribute materials at mutually agreed upon locations frequented by employees, before and after work, and during breaks and meal periods.

At secure facilities, the Union shall be permitted to place informational materials for employees at the worksite. The placement shall be limited to the area designated as the police officer's room commonly used to distribute inter-office mail. The information shall be placed in the area designated by the Employer and may have a sign of identification. This placement must be done by a police officer designated by the Union who holds the appropriate security credentials. Distribution of materials will be done in a non-secure area during non-work hours.

#### **Section 10. New Employee Orientation**

The Employer will provide the Union with an opportunity to address each new recruit class. Where an agency is too small to have a recruit class, the Employer will notify the Union of any formal orientation meetings. The Union will be advised of the time and location of orientation meetings as soon as such meetings are scheduled. In the event a formal orientation meeting is not given, the Employer shall allow the Union representative and the employee(s) to meet during duty hours at a mutually agreed to later time for 20 minutes. At the conclusion of all formal orientations, the Union will be permitted to give a 20 minute presentation, which may include an enrollment in supplemental union benefits.

#### **Section 11. Agreement Orientation**

The parties recognize that it is important for employees covered by this Agreement to understand all of its terms and conditions as well as the contract administration matters that may occur during its duration. Accordingly, the Union shall provide an annual orientation on the Agreement to all current employees at all agencies and

during the annual in-service training provided by each agency. This orientation shall be conducted during the lunch break. Employee attendance is voluntary.

**Section 12. Information Provided to the Union**

The Department of Budget and Management shall provide to the Union a list of information, to include: new hires, separations, promotions, transfers and reclassifications (including name, agency code, position numbers involved, classifications, grades, effective dates) for all bargaining unit employees. New hire employee information will be provided at the beginning of each month and will include actions processed during the preceding month. Other personnel actions listed above will be provided to the Union on a quarterly basis. The above information shall be provided in an electronic format convenient to the Employer.

In accordance with SPP §3-208, the Employer shall provide, upon the written request of the Union, and within 30 days of a new employee's hire date, for each employee in the bargaining unit represented by the Union:

- a. Name;
- b. Position classification;
- c. Bargaining unit;
- d. Home and work site addresses where the employee receives interoffice or US Mail
- e. Home and work site telephone numbers
- f. Work e-mail address; and
- h. Position identification number.

The Union may present a written request for employee information once every 120 days. The Union shall abide by the restriction concerning the use of information as provided for in SPP §3-208 )(f).

Upon request by the Union, the Employer will provide, within a reasonable amount of time, any other information and documents that the Union is entitled to as the exclusive representative of bargaining unit employees.

Nothing herein shall be construed to restrict the Union's right to request and receive information in accordance with applicable public information acts.

**Section 13. Release From Duty Issues**

The parties recognize their respective obligations to appropriately administer the MOU in an efficient manner in the context of effective and efficient government operations. To this end, the Employer and the Union shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay. The Employer may require requests for release time from duty or time off with pay to be in writing. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he / she can obtain the time off.

**Section 14. Exclusivity**

No organization other than the exclusive representative shall have access to worksites or otherwise be provided with access to facilities and services of the employer unless they are doing business with the State or except as required by State or federal law.

**Section 15. Manuals**

The Employer will provide the Union with one copy of each agency's Administrative and Operational Manuals, and will provide, in a timely fashion, copies of any changes to said documents. If these Manuals are available via an electronic system (e.g., PowerDMS), the Employer will provide the Union with access to the system. The Employer will also provide the Union with an initial issue of the State Personnel and Pension Article of the Annotated Code of Maryland. The Union will be charged for copies of subsequent revisions. Specific unit standard operating procedure manuals will be released as agreed at agency LMC meetings.

**Section 16. Check-Off of Dues**

Upon the presentation by SLEOLA of a list of the individual employees covered by this MOU for each of whom SLEOLA certifies to have on file a written authorization for dues deduction executed by the employee, SLEOLA shall be entitled to have such employees' membership dues deducted from their pay checks on a bi-weekly basis and remitted to SLEOLA on a bi-weekly basis.

**Section 17. Service Fee Indemnification**

Service fees may not be collected from bargaining unit members. To the extent that any bargaining unit member seeks reimbursement of service fees that may have been collected prior to June 27, 2018, SLEOLA shall indemnify and save the State harmless and shall defend the State, at the direction of or in cooperation with the Attorney General of Maryland, of any and all claims, grievances, demands, actions, suits, costs, expenses, or other forms of liability or damages, including attorney's fees and costs, that arise out of or by reason of any action taken or not taken by the State, its officers, agents, employees or representatives for the purpose of complying with any of the provisions of this section; or that arise out of or by reason of the State's reliance on any notice, letter, or authorization forwarded to the State by SLEOLA pursuant to the collection of service fees. .

**ARTICLE V – LABOR / MANAGEMENT COMMITTEES**

**Section 1. Labor / Management Committee**

The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor / management relationship. Therefore, the parties shall establish a Labor / Management Committee (LMC) in each agency covered by this MOU, in accordance with the provisions in this Article and as elsewhere described in this MOU, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees. Each LMC will be co-chaired by one member from labor and one member from management.

**Section 2. State Labor / Management Committee**

SLEOLA shall participate on any State LMC and will have one member appointed to such State LMC.

**Section 3. Training**

The State LMC will develop a training program for all LMC's. The training program may be in conjunction with the Federal Mediation and Conciliation Service or the LMC's may supplement such training by mutual agreement at no cost to the Employer.

**ARTICLE VI – SALARY, COMPENSATION & PAY PLANS**

**Section 1. Salary Plans & Bonus**

All salary plans for bargaining unit members will consist of a base salary and 18 additional steps, which will be designated 1 through 18.

**Section 1A. Cost of Living Adjustment (COLA)**

- a) Effective no later than July 1, 2022, a general cost of living adjustment wage increase (COLA) consisting of 7% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.
- b) Effective no later than July 1, 2023, a general cost of living adjustment wage increase (COLA) consisting of 5% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.
- c) Effective no later than July 1, 2024, a general cost of living adjustment wage increase (COLA) consisting of 5% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.
- d) Bargaining unit employees are not eligible for any other COLA, increase or increment (i.e., within grade increase) agreed upon or granted to other State employees during the term of this MOU.

**Section 2. MSP / NRP Salary Schedules**

MSP Troopers and NRP Officers shall be covered by the Salary Schedules attached to this MOU as Appendix A-3.

The State Police Aviation Command Salary Schedule is attached to this MOU as Appendix A-4.



**Section 3. Police Officer Salary Schedules**

All other Police Officers represented by SLEOLA shall be covered by the Salary Schedule attached to this MOU as Appendix A-5.

**Section 4. Within Grade Step Increases**

All employees who are otherwise eligible shall receive within grade step increases effective July 1, 2022, or January 1, 2023, based on the employee’s Entry on Duty Date.

All employees who are otherwise eligible shall receive within grade step increases effective July 1, 2023, or January 1, 2024, based on the employee’s Entry on Duty Date.

All employees who are otherwise eligible shall receive within grade step increases effective July 1, 2024, or January 1, 2025, based on the employee’s Entry on Duty Date.

Employees who have an entry-on-duty date of January 1 through June 30 receive the step increases specified above on January 1, while employees who have entry-on-duty date of July 1 through December 31 receive the step increases on July 1.

**Section 5. Shift Differential**

All bargaining unit employees shall receive two dollars (\$2.00) per hour shift differential for qualifying shifts

All hours worked from 2:00 p.m. to 7:00 a.m. qualify for shift differential, except that shift differential shall not be paid for work performed during hours that are designated as a scheduled day shift. A “day shift” is defined as a shift that starts on or after 4 a.m. and prior to noon.

**Section 6. Clothing Allowance**

All bargaining unit employees shall receive \$1,500 per fiscal year for clothing allowance. The clothing allowance shall be payable in installments at the rate of one-half of the total amount in the first full pay period in July and one-half of the total amount in the first full pay period in January. The current payment schedule used for NRP shall be maintained.

**Section 7. Differential for Field Training Officers**

Bargaining unit members who are requested to serve as Field Training Officers (FTO) by a supervisor shall receive an additional \$2 per hour pay differential for hours worked in an FTO capacity.

**Section 8. State Police Classifications and Pay Grades**

The base salary for a Trooper Candidate is \$51,000 until graduation from the State Police Academy.

A Trooper Candidate is defined as an employee of the Maryland State Police who has been hired to be a Maryland State Trooper from the day he/she enters the Maryland State Police Academy until the day before he/she graduates from the Maryland State Police Academy.

A Trooper is defined as a sworn member of the Maryland State Police from the time he/she has graduated from the Maryland State Police Academy until the time that he/she is promoted to the rank of Trooper First Class.

A Trooper First Class is defined as a sworn member of the Maryland State Police who has completed three years of employment with the Maryland State Police and has been promoted to this rank by the Superintendent.

A Senior Trooper is defined as a sworn member of the Maryland State Police who has completed 10 years of employment with the Maryland State Police and has been promoted to this rank by the Superintendent.

A Master Trooper is defined as a sworn member of the Maryland State Police who has completed 15 years of employment with the Maryland State Police, has satisfied the established requirements for this rank and has been promoted to this rank by the Superintendent.

Prior to July 1, 2014		As of July 1, 2014	
Class	Grade	Class	Grade
Trooper Candidate	1050	Trooper Candidate	1050
Trooper	1051	Trooper	1051

Trooper First Class	1052	Trooper First Class	1052
Senior Trooper	1053	Senior Trooper	1053
Corporal	1054	Master Trooper	1054
Sergeant	1055	Corporal	1055
First Sergeant / Detective Sergeant	1056	Sergeant	1056
Lieutenant	1057	First Sergeant / Detective Sergeant	1057
Captain	1058	Lieutenant	1058
Major	1059	Captain	1059
Lieutenant Colonel	1060	Major	1060
		Lieutenant Colonel	1061

### Section 9. Natural Resources Police Classifications and Pay Grades

The base salary for an Officer Candidate is \$51,000 until graduation from the Natural Resources Police Academy.

An Officer Candidate is an employee of the Maryland Natural Resources Police who has been hired to be a Natural Resources Police Officer from the day he/she enters the Natural Resources Police Academy until the day before he/she graduates from the Natural Resources Police Academy.

An Officer is defined as a sworn member of the Natural Resources Police from the time he/she has graduated from the Natural Resources Police Academy until the time that he/she is promoted to the rank of Officer First Class.

An Officer First Class is defined as a sworn member of the Natural Resources Police who has completed one year of employment as a commissioned natural resources law enforcement officer with the Natural Resources Police and has been promoted to this rank by the Colonel or Superintendent. The years of employment experience shall include any time that the member was employed as a LEO Park Ranger.

A Senior Officer is a sworn member of the Natural Resources Police who has completed 10 years of employment as a commissioned natural resources law enforcement officer with the Natural Resources Police and has been promoted to this rank by the Colonel or Superintendent. The years of employment experience shall include any time that the member was employed as a LEO Park Ranger.

A Master Officer is defined as a sworn member of the Natural Resources Police who has completed 15 years of employment as a commissioned natural resources law enforcement officer with the Natural Resources Police, has satisfied the established requirements for this rank and has been promoted to this rank by the Colonel or Superintendent. The years of employment experience shall include any time that the member was employed as a LEO Park Ranger.

As of July 1, 2014	
Class	Grade
Officer Candidate	1080
Officer	1081
Officer First Class	1082
Senior Officer	1083
Master Officer	1084
Corporal	1085
Sergeant	1086
Lieutenant	1087
Captain	1088
Major	1089
Chief	0090
Superintendent	0091

### Section 10. Bilingual Pay

Where the Employer currently pays bilingual pay or bonuses, it shall continue to do so. The Employer retains discretion to initiate bilingual pay or bonuses. The minimum bilingual bonus or hourly equivalent is \$25 per pay

period. The Employer may not require an employee to use bilingual skills without paying the appropriate bonus or pay.

### **Section 11. Pension**

The State will maintain in effect the current provisions of the State Police Retirement System and the Law Enforcement Officers' Pension System (LEOPS).

### **Section 12. State Police Aviation Command Sworn Personnel - Flight Pay**

1. All MSP Aviation Command Flight Paramedics in Flight Crew Status will receive \$5,500 additional compensation in the form of flight pay.
2. All MSP Aviation Command Rescue Technicians (who are licensed as Advanced Life Support Providers) in Flight Crew Status will receive \$2,500 additional compensation in the form of flight pay.
3. All MSP Aviation Command Trauma Technicians (who are certified as basic Emergency Medical Technicians or the equivalent) in Flight Crew Status will receive \$1,500 additional compensation in the form of flight pay.
4. All MSP Aviation Command Sworn Pilots in Flight Crew Status will receive \$5,500 additional compensation in the form of flight pay.

The requirements to be in "Flight Crew Status" and the definitions of "Aviation Command Flight Paramedic," "Aviation Command Rescue Technician," and "Aviation Command Trauma Technician" will be determined by local Special Order. This provision is contingent upon approval of the State Emergency Medical Services Board.

Flight pay will be included as "base salary" for the purpose of calculating the employee's overtime rate and pension contributions. The formula to determine a qualified employee's overtime rate is as follows:  $\text{overtime rate} = (\text{weekly salary} + \text{weekly flight pay}) / (40 \text{ hours}) \times 1.5$ . Any qualified flight paramedic, rescue technician, trauma technician or pilot who is voluntarily transferred or promoted from the Aviation Command or who is administratively transferred out of the Aviation Command will no longer receive flight pay. Those members who are transferred to the Special Operations Division as Tactical Paramedics will continue to receive flight pay as long as they maintain flight crew status.

### **Section 13. Interest Arbitration**

The parties agree to the interest arbitration procedures attached to this MOU as Appendix A-2.

### **Section 14. Errors in Pay**

When an employee is underpaid as a result of an Employer error, the Employer shall provide the employee with an advance check to offset the underpayment.

When an employee is overpaid as a result of an Employer error, the employee shall be responsible for reimbursing the Employer for the overpayment. If the overpayment exceeds \$100, the employee shall be given the opportunity to make arrangements for a repayment plan. The Employer shall attempt to structure the repayment plan in a manner that does not place a financial hardship on the employee. If the employee fails to repay the overpayment or follow a repayment plan, the State may take appropriate measures to collect the funds owed.

### **Section 15. Work Schedules**

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work hours and days of the week. Except for NRP Officers, where work schedules vary, they will be deemed to be "set" at least 28 calendar days in advance unless the current practice is for a longer posting period, in which case the longer posting period will be maintained. Except for NRP Officers, regular leave days will be deemed to be "pre-approved" leave when taken in connection with other approved paid leave or when such regular leave days were specifically requested by the employee to be "locked in" as days off. No additional compensation will be paid to an employee whose schedule is changed within the 28 day period unless another section of the MOU applies.

### **Section 16. Fitness Bonus**

All bargaining unit members will be eligible for an annual \$1000 fitness bonus. The payment of this bonus will be contingent upon the employee passing an annual fitness test. Participation in the annual fitness program is voluntary, except as provided elsewhere in this MOU. The components of the annual fitness program will be determined by each employer and employees of each represented agency via their respective Labor Management Committee. There shall be no discipline or sanctions connected with this program. The fitness bonus shall be

payable in installments at the rate of one-half of the total amount in the first full pay period in April and the first full pay period in October.

**Section 17. Compensation for Formal Education**

All bargaining unit members will be eligible for additional compensation based on their level of formal education. The payment of this additional compensation will be contingent upon the employee having an official transcript from an accredited college or university to the employer. An accredited college or university is one that is found in the US Department of Education Database of Accredited Postsecondary Institutions and Programs. The transcript must indicate that a degree was awarded. The additional annual compensation will be as follows:

<b>Associate's Degree</b>	\$125
<b>Bachelor's Degree</b>	\$250
<b>Master's Degree</b>	\$375
<b>Doctorate</b>	\$500

Employees who have earned more than one degree may only receive compensation for one degree. This additional compensation will be payable in the first full pay period of December.

**Section 18. Student Loan Repayment Plan (Closed Program – No New Enrollees Permitted)**

The parties have agreed to the following broad framework for a Student Loan Repayment Plan, recognizing that the State will need to make changes to these provisions as it begins to implement and administer the Plan. Specific eligibility criteria will be agreed to by the parties and included in the service commitment and loan repayment agreement.

Student loan debt of the employee or the employee's child under the age of twenty five (25) may be repaid, subject to the terms and conditions of a service commitment and loan repayment agreement, in an amount not to exceed \$20,000 for a 10 year service commitment to the State by the employee. If two eligible employees are the parents of a child under the age of twenty five (25), each employee may apply SLRP repayments towards the child's student loan debt in an amount not to exceed \$20,000 per employee. An employee's spouse or non-child dependent(s) are not eligible to participate in the SLRP. Employees in the "DROP" are eligible to participate in the SLRP to the extent permitted by the length of service restrictions of the DROP program. All classifications of employees in Bargaining Unit I are eligible to enroll in the repayment plan for the period of July 1, 2019 – June 30, 2020.

After signing the 10 year service commitment and loan repayment agreement, employees are eligible for a maximum of \$20,000 in loan repayments at the intervals specified below, up to a maximum of \$20,000.

SLRP Repayment Schedule

After year one: up to \$2,000

After year three: up to \$2,000

After year five: up to \$4,000

After year seven: up to \$6,000

After year ten: up to \$6,000

Upon the completion of each repayment interval noted above and before any repayment is made, participating employees must: 1) present evidence of loan payments made within the repayment interval; and 2) provide a notarized certification attesting that the loan payments were the student loan debt of the employee or the employee's child.

In the event that an employee leaves State service or becomes ineligible to continue participation in the SLRP, the State will not recapture prior SLRP payments made to the employee. The State will make SLRP payments

only upon full completion of a repayment interval, there will be no prorated payments for partial completion of a repayment interval.

State loan repayments shall not exceed a participating employee's loan payments made during the repayment interval. Only State service occurring on or after January 1, 2019 is eligible to count towards the years of service requirement under this loan repayment program.

For employees transferring to another State agency, it is the responsibility of the employee to consult with the new agency to determine whether the new agency will agree to continue the loan repayment plan. However, employees who transfer or otherwise move to a new position within Bargaining Unit I remain eligible for the SLRP.

To the extent possible, the State shall ensure that the reimbursement for the loan is made in a form that is not subject to taxes.

## **ARTICLE VII – INSURANCE AND BENEFITS**

### **Section 1. Medical Plans**

The Employer agrees to maintain the current medical plan (including vision) and prescription drug benefits in effect as of July 1, 2011 for the active employees in Bargaining Unit I. The Employer shall contribute 75% of the premium charge for PPO plans, 78% of the premium for the POS plans, 80% of the premium for the EPO plans, 80% of the premium for the prescription drug plan and 50% of the premium for the dental plans.

### **Section 2. Expanded Dependent Coverage**

Effective July 1, 2008, the State shall offer dependent health benefits up to the age of 25, provided that the child dependent is either:

- A. The natural child, stepchild, adopted child or grandchild of the insured;
- B. A child placed with the insured for legal adoption;
- C. A child who is entitled to dependent coverage under IN §15-403.1; or
- D. A dependent within the terms of COMAR 17.04.13.03B(11) but for the age limitation.

### **Section 3. Term Life Insurance**

The Employer will maintain and make available to full-time and part-time employees, the current term life insurance plan as set forth in the document "Summary of Health Benefits, Maryland State Employees."

### **Section 4. Health Insurance Portability and Accountability Act of 1996**

The Employer shall not elect to be excluded from subparts 1 and 2 of the Health Insurance Portability and Accountability Act of 1996.

### **Section 5. Transit Subsidy Program**

The Employer agrees to provide a free transit program for employees covered under this MOU. This program will include all Baltimore / Metro buses, Light Rail, Subway and Commuter Bus Lines No. 120, 150, 160 and 210 and all other systems and lines included in the current program.

## **ARTICLE VIII – DISPUTE RESOLUTION PROCEDURE**

Subject to any limitations of existing law, disputes concerning the interpretation or application of this MOU (including appendices hereto) involving the Maryland State Police will be resolved pursuant to the procedures set forth in Appendix 1 of this MOU.

Subject to any limitations of existing law, disputes concerning the interpretation or application of this MOU (including appendices hereto) involving employees of any other State departments / agencies covered by this MOU will be resolved pursuant to the following dispute resolution procedure:

### **Section 1.**

Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms of this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of the MOU. Disciplinary appeals or grievances otherwise appealable through procedures established by law or regulation are not subject to this procedure.

## **Section 2. Procedure**

Complaints regarding the MOU shall be presented and adjusted in the following manner:

### **Step One**

Within 15 days after the event giving rise to the complaint or within 15 days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and/or the Union representative shall discuss the dispute with the employee's immediate supervisor. The Supervisor shall attempt to adjust the matter and respond orally to the employee and/or the Union representative within three days.

### **Step Two**

If the dispute has not been settled at step one, a written complaint may be filed and presented to the employee's appointing authority and/or designee within seven days after receiving the step one response. A Union representative must sign the complaint. The appointing authority or designee shall meet with the employee and the employee's Union representative and render a decision in writing no later than 20 days after receiving the complaint.

### **Step Three**

If the complaint has not been settled at step two, a written complaint may be filed with the Head of the Principal Unit within seven days after receipt of the answer at step two. The Head of the Principal Unit or designated representative shall meet with the employee and the Union representative and render a written decision within 20 days after receiving the written appeal. When the appointing authority is also the Head of the Principal unit, this step shall be skipped and the step two decision shall be appealed directly to step four.

### **Step Four**

If the dispute has not been settled at Step Three, SLEOLA's President, or designee, may file a written complaint with the Secretary of the Department of Budget and Management, or designee, within thirty (30) days of the Step Three response. If the Secretary, or designee, does not concur with the decision rendered at Step Three of the procedure, the Secretary, or designee, shall render a decision that is binding on the unit. If the Secretary, or designee, concurs with the Third Step decision, the Secretary, or designee, may refer the matter to fact-finding within 30 days. The Union can appeal to fact-finding the decision of the Secretary, or designee, within 30 days of the Secretary's, or designee's, decision.

When fact-finding is invoked, the Union and the Employer shall jointly request a list of seven neutral fact finders from the Federal Mediation and Conciliation Service (FMCS). The parties will meet within 15 days of receipt of the FMCS list to seek agreement on one of the listed fact-finders. This meeting may take place on the telephone. If the parties cannot agree on a fact-finder, the Employer and the Union will alternately strike one name from the list until a single name remains. A flip of the coin shall determine who shall strike the first name.

The fact-finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to the parties proceeding with the substantive issues involved in the case. The cost of the fact-finder shall be shared equally by the parties.

### **Appeal of Fact-finder's Decision**

If the Employer or the Union disagrees with the fact-finder's decision, an appeal may be filed with the State Labor Relations Board within 30 days of receipt of the decision in accordance with the Board's regulations. Only the Union's President or the Governor's designated collective bargaining representative may appeal a fact-finder's decision.

**Section 3. General Provisions**

A. As used in this Article, “days” means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or State holiday, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits for the processing of complaints are intended to expedite dispute resolution and, if not extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked. If the employee or Union fails to pursue any step within the time limits provided, he/she shall have no further right to continue to seek resolution of that dispute.

Failure by management to provide a response in the time required shall be deemed a denial of the complaint. A failure to appeal such denial within 10 calendar days of the date a response was due shall constitute a withdrawal of the complaint except that the Union shall have 30 days from the date the response was due to invoke step four. The Employer shall ensure that its supervisors and representatives do not repeatedly fail to respond to complaints in a timely manner and shall also ensure that its designees are authorized to settle matters subject to the complaint.

B. If a dispute arises from the action of an authority higher than the immediate supervisor, such dispute may be initiated at the appropriate step of this procedure.

C. Each agency shall provide the Union with a list (including telephone number, fax number and mailing address) of its appointing authorities and Heads of Principal units (or designees).

D. Only designated Union representatives may represent employees or file appeals under this procedure. For purposes of this Article, stewards, Union staff and Union officers shall be considered designated Union representatives. The Union will provide a list of the names of the aforementioned (to include telephone numbers, fax numbers and mailing addresses) to the Executive Director of the Office of Personnel Services and Benefits. An employee’s complaint must be signed by a Union representative of SLEOLA.

E. Stewards and Union representatives referred to in this procedure shall be granted reasonable time off with pay to process complaints pursuant to this Article during working hours. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time during the regular working hours of the Union representative and Employer representative, if possible, but such meetings may be waived by mutual agreement. If the Union and Employer representative do not work on an overlapping schedule, the meeting shall be scheduled during regular day shift hours and, upon request of the Union representative, his/her schedule shall be adjusted if it is consistent with operational needs of the agency. There shall be no overtime or compensatory time earned for the processing of a complaint or attendance at a meeting under this Article.

F. A written complaint shall state the issues including a citation to the relevant portion of the MOU allegedly being violated.

G. Each party shall make every effort to resolve a dispute at the lowest level possible.

**ARTICLE IX – LEAVE WITH PAY**

**Section 1. Personal Leave**

Employees shall be entitled to 48 hours of personal leave each calendar year. For the calendar year in which new employees begin employment, the number of personal leave days will be prorated according to applicable law.

**Section 2. Annual Leave**

Employees shall earn annual leave in accordance with the following schedule:

<b>Years of Service</b>	<b>Days Earned Per Year</b>
Less than 5	Up to 10
5 – 10	Up to 15

11 – 19	Up to 20
20 or more	Up to 25

**Section 3. Accumulated Annual Leave**

Any days of annual leave not used at the end of a year may be carried forward into the next year. Employees may accumulate unused annual leave and may carry over from one year to the next up to 600 hours in accordance with the State Personnel & Pensions Article §9 -304.

If an employee is denied the opportunity in a calendar year to use annual leave in excess of 600 hours, the head of the employee’s principal unit may allow the employee compensation, at the employee’s regular rate of pay, for those excess leave days.

The head of a principal unit may approve a request for compensation only if:

- A. The appointing authority documents the unusual administrative reasons for having denied the employee the use of annual leave; and
- B. Funds are available for that purpose.

**Section 4. Payment Upon Separation**

An employee or an employee's estate, will be paid for:

- A. The number of days of annual leave, not exceeding 400 hours that were accrued at the end of the previous calendar year and that remain unused; and
- B. The number of days of annual leave that accrued during the calendar year in which the employee’s State employment terminates and that remain unused upon termination of state service at the time that the employee receives his / her pay check for the final period of work or the next pay period.

**Section 5. Sick Leave**

Employees shall earn 120 hours of sick leave each year. Employees shall earn 1.5 hours of sick leave for every 26 hours worked in non-overtime status. For this purpose, all paid leave will be considered work time. There is no limit on the number of days of sick leave an employee can accrue.

**Section 6. Accrued Sick Leave**

Accrued sick leave shall be used as a service credit toward the employee’s retirement benefit in accordance with current statute and regulations. Employees may not use accumulated sick leave to qualify for retirement or to become vested in the retirement system.

**Section 7. Jury Duty Leave**

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

**Section 8. Bereavement Leave**

A maximum of five working days may be charged to sick leave in the event of the death of one of the following members of the immediate family: spouse, children, foster-children, step-children, parents, step-parents, foster-parents of employee or spouse or others who took the place of parents, legal guardians of employee or spouse, brothers and sisters of employee or spouse, grandparents and grandchildren of employee or spouse, other relatives living as a member of the employee’s household.

A maximum of one working day may be charged to sick leave in the event of the death of one of the following relatives: aunts and uncles of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee’s spouse and sons-in-law and daughters-in-law.

The employee may elect to receive up to three days of bereavement leave in lieu of three of the five sick days upon the death of the following family members: spouse, children, foster-children, step-children, parents, step-parents, foster-parents, brothers or sisters, or grandparents and grandchildren of the employee.



If additional time is required by the employee, the Employer shall make reasonable efforts to arrange the work that the employee may take other accrued leave for this purpose.

**Section 9. Military Leave**

Any employee who is a member of a reserve component of the Armed Services or in the organized militia shall be permitted military leave with pay for up to 15 working days per year for training or active duty. In addition, any employee who is a member of a reserve component of the Armed Services and is ordered to active duty for more than 15 days shall receive paid leave in accordance with State Personnel and Pensions Article §9-1107. Also, any employee who is a member of the organized militia and is ordered to active duty for more than 15 working days shall receive paid leave in accordance with Public Safety Article §13-707. To be eligible, the employee must provide the employing agency with a copy of the orders from his / her unit.

**Section 10. Salary Reduction Days**

Use of Administrative Leave (“salary reduction days”) that has been credited to bargaining unit members as a result of furloughs and temporary salary reductions that occurred in Fiscal Years 2011, 2013 and 2014 shall require prior supervisory approval. The use of such Administrative Leave shall be authorized in a manner that minimizes the use of overtime at each agency. This Administrative Leave may be used at any time prior to the employee’s separation from employment with the State. Employees are not entitled to compensation for unused administrative leave.

**Section 11. COVID-19 Leave**

From July 1, 2022 through December 31, 2022, employees who are fully vaccinated or have a valid medical or religious vaccine exemption who test positive for COVID-19 using a non-rapid, PCR test will be eligible to use up to 10 days (not to exceed 80 hours in total, prorated for part-time employees) of paid COVID-19 Leave in place of an employee’s own leave or leave without pay to recover from COVID-19.

An employee is considered fully vaccinated if the employee has received the number of doses required by the manufacturer (e.g., two doses of Pfizer or Moderna COVID-19 vaccines or one dose of Johnson & Johnson COVID-19 vaccine) and any required boosters to maintain fully vaccinated status.

In order to receive COVID-19 Leave, employees must be either (1) fully vaccinated prior to the date of the first day of leave requested; or (2) submit approved medical/religious vaccine exemption documentation to Human Resources prior to the date of the first day of leave requested.

Additionally, employees must provide Human Resources the following documentation:

- (1) proof of full vaccination or a valid medical/religious exemption;
- (2) a positive COVID-19 non-rapid, PCR test dated within the time frame the leave is requested; and
- (3) a form requesting COVID-19 Leave (to be provided by Management). An employee must submit the required documentation to Human Resources by the end of the pay period that follows the pay period the employee is requesting COVID-19 Leave.

COVID-19 Leave must be taken consecutively and used in full-day increments; however, an employee is not required to use all 10 days of COVID-19 Leave at once. This leave will be available to employees of SPMS and MDOT.

**ARTICLE X – LEAVE WITHOUT PAY**

**Section 1. Injury / Illness Leave**

- A. Employees may be granted a leave of absence without pay for a documented temporary illness or disability when there is medically documented evidence that the employee can return to his/her full range of duties within six months. The Employer will grant or deny such request on a fair and equitable basis. Such employees will not be separated from the payroll and will be restored to their positions within the six-month period.
  - 1. Employees may also be granted a leave of absence without pay for up to six months when there is medically documented evidence that an immediate family member for whom the

- employee is needed to provide direct care has a catastrophic illness or injury.
- a. Immediate family member will include the spouse of the employee; children including foster and stepchildren of the employee; parents, stepparents, or foster parents of the employee; brothers and sisters of the employee; and grandparents and grandchildren of the employee.
  - b. Catastrophic illness or injury means a condition that is incapacitating or life threatening as certified by a health care provider, as defined in the Family and Medical Leave Act.

B. If after the initial six months, the employee is still unable to return to his/her full range of duties, because of the employee's illness or disability, an additional six months of leave without pay may be requested. Such employees will be separated from the payroll at this time and will be entitled to reinstatement to any available current vacancy, with their former Appointing Authority, for which they qualify at their current, or lower classification.

If a vacancy does not exist at the time the employee is ready to return to work, or within 60 days of notifying the Appointing Authority of their ability to return to work, they shall be placed on the State's reinstatement list for all classes for which the employee qualifies for the remainder of their reinstatement period. The Employer will grant, or deny, such request on a fair and equitable basis.

## **Section 2. Suspension Without Pay**

The State agrees to reimburse any bargaining unit member who is charged with a felony and suspended without pay in the event the felony criminal charges are disposed of by a court with a finding of not guilty or where the prosecutor declines to further pursue all of the felony charges by way of a *nolle prosequere*. This section will not apply in cases where: (1) a plea bargain reduces the original felony charge to a misdemeanor; or (2) the employee is terminated via the administrative disciplinary process as a result of the initial felony charge. Reimbursement will not occur prior to the conclusion of the administrative disciplinary process.

## **ARTICLE XI – HOLIDAYS**

This Article governs holidays except as otherwise authorized by law. The following holidays will be observed:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Memorial Day
- June 19, for Juneteenth National Freedom Day
- Independence Day
- Veteran's Day
- President's Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- American Indian Heritage Day (Day After Thanksgiving)
- Each Statewide Election Day
- Christmas
- Any other day proclaimed as a holiday or non-working day by the Governor of the State of Maryland or the President of the United States of America.

Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday and when a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday will commence at 12:01 a.m. and end at 12:00 Midnight. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay, at the employee's choice.

## **ARTICLE XII – SAFETY**

### **Section 1. General Duty**

The Employer will provide, to the extent possible, safe, secure, healthful working conditions for all employees.

The Employer agrees to comply with the Federal Occupational Safety and Health Act (OSHA) and all applicable federal, state, and local laws and regulations, and departmental safety rules and regulations. All employees shall comply with all safety rules and regulations established by the Employer.

**Section 2. Unsafe Condition**

Where an unsafe condition is alleged to exist, the affected employee shall first notify his / her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, or the matter referred by the employee to the supervisor is not resolved to the satisfaction of the employee, the matter will be submitted to the next LMC for discussion. Nothing in this Article requires the Employer to take any corrective actions, and matters raised herein are not subject to the Dispute Resolution Procedures.

**ARTICLE XIII – REDUCTION IN FORCE**

**Section 1.**

Reduction in force will be conducted pursuant to applicable laws. The Employer agrees that prior to deciding a layoff or a separation for lack of appropriations, the Employer will consider all of its reasonable alternatives. Prior to imposing a layoff or a separation for lack of appropriations, the Employer will meet with the Union in an effort to develop appropriate arrangements for affected employees.

**Section 2.**

Through the term of this Memorandum of Understanding, there shall be no (a) layoff, as described in the State Personnel and Pension Article, Title 11, Subtitle 2, of bargaining unit employees; (b) termination or separation from State service as described in the State Personnel and Pensions Article, Title 11, Subtitle 3, of bargaining unit employees; or (c) furloughs.

**ARTICLE XIV – MISCELLANEOUS**

**Section 1. MOU**

To the extent that this MOU addresses matters covered by existing or future administrative rules, regulations, guidelines, policies or practices, that are mandatory subjects of bargaining, management agrees to make any necessary changes in the rules, etc. to be consistent with this memorandum.

**Section 2. Preservation of Benefits**

The Employer agrees not to make changes to State statutes, administrative rules, regulations, guidelines, or policies that are mandatory subjects of bargaining per the law until negotiated in accordance with the article on Mid-Contract Negotiations, Article XVII.

**Section 3. Vehicle Location Information**

The information generated by a Global Positioning System (GPS) or Automatic Vehicle Location (AVL) system in any State-owned vehicle will not be used as the sole basis to initiate disciplinary action. This does not preclude the use of GPS / AVL data to verify information from other sources when deemed necessary by the appropriate investigatory authority.

**ARTICLE XV – WORK STOPPAGES**

It shall be a violation of this MOU for the Union to engage in a strike or work stoppage against the State of Maryland. The Union shall forfeit its status as the exclusive representative of employees in this bargaining unit if the Union engages in a strike or work stoppage against the State of Maryland.

**ARTICLE XVI – PERSONNEL FILE**

**Section 1. Official Personnel File**

Only one official personnel file shall be kept for each employee at the appropriate personnel office. The Employer may also maintain employee files in the Internal Affairs Unit, the Motor Vehicle Division and the Professional

Policing Division. Records of previous discipline not found in the Internal Affairs Unit, the Motor Vehicle Division, the Professional Policing Division and the official personnel file cannot be used against an employee in any future disciplinary proceedings. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

**Section 2. Access**

An employee and, with the employee's written authorization, the employee's representative(s) shall have the right to review his / her personnel files upon request, during normal business hours, with no loss of pay. An employee has the right to copy any documents in his / her file. The employee may be required to assume reasonable costs of copying.

**Section 3. Notification**

From the effective date of this MOU, any derogatory material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy will be provided to the employee. If the employee refuses to sign such material, that material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that he / she has seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

**Section 4. Anonymous Materials**

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

**Section 5. Rebuttal**

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

**Section 6. Work Files**

Supervisors may keep working files, but records of previous discipline not found in the Internal Affairs Unit, the Motor Vehicle Division, the Professional Policing Division or the official personnel file cannot be used against an employee in any future disciplinary proceedings.

**ARTICLE XVII – MID-CONTRACT NEGOTIATIONS**

**Section 1.**

The Employer and the Union acknowledge their mutual obligation to negotiate as defined and required by law over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this MOU. The Union's ability to negotiate does not provide the Union with a "veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes. The Employer expressly agrees not to propose changes in working conditions that are mandatory subjects of bargaining to the General Assembly that have not been subject to the bargaining process described in this Article.

**Section 2.**

The obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees. The minimum notice to the Union of an intended change in working conditions is 30 days. If required to meet a legislative mandate or an emergency situation, management will notify the Union as soon as possible. The Union may request bargaining within this 30-day period and shall submit proposals in response to the Employer's intent to change working conditions within 10 days of its request to bargain.

**Section 3.**

The Employer may implement its proposed change even if after the conclusion of good faith negotiations there has not been mutual agreement, or as required to meet a legislative mandate, or in an emergency situation declared by the Governor.

## **ARTICLE XVIII – PROVISIONS APPLICABLE TO PARTICULAR AGENCIES**

### **Section 1. Provisions Applicable to the Maryland State Police**

#### **A. Secondary Employment**

The Department will allow the use of safety equipment (specifically side arm, body armor and radio) during authorized secondary employment.

#### **B. Study Committees**

The parties will establish an *ad hoc* committee as a work group of the LMC to discuss the manpower staffing per shift at barracks. This committee will also discuss the implementation of a standardized rank structure at all barracks and the civilianization of existing sworn positions. The Committee shall hold its first meeting no later than August 1 of each year. Recommendations from the committee will be submitted to the Superintendent within five months of the *ad hoc* committee's first meeting.

The parties agree that the MSP Uniform Committee will meet to develop recommendations for uniform modernization and improvement. The Committee shall meet on or about August 1 of each year. Recommendations from the committee will be submitted to the Superintendent.

#### **C. Labor-Management Committee**

With regard to the LMC, the Department and SLEOLA will establish and maintain an LMC as follows:

The parties will establish within the Department a joint LMC consisting of five members appointed by SLEOLA and five members appointed by the Employer. The committee will meet at least monthly except by majority consent of the committee. It will consider, evaluate, and if in agreement, make recommendations to and / or advise the Superintendent of State Police and / or his designee with respect to matters bearing upon the economy, efficiency or other improvement in departmental operations and / or upon the welfare of its employees whether or not such matters are negotiable. The willingness of the parties to discuss such matters in the LMC is without compromise as to whether any such subject constitutes a mandatory subject of bargaining. SLEOLA representatives will be deemed to be in on-duty status while attending such meetings.

The parties will exchange agenda items at least one week prior to the meeting. The Department LMC may establish permanent or *ad hoc* subcommittees. In order to provide for a full discussion of issues, in addition to the number of representatives described herein, and upon prior notification, the Union may have up to three Union Representatives who are not on release time attend the LMC meetings. The Employer may also have up to three additional representatives. Exceptions may be made upon agreement of both parties.

#### **D. DROP Labor Management Committee**

The parties will continue discussions regarding the DROP.

#### **E. State Committees**

A SLEOLA representative shall be appointed to all labor-management committees at the State level that involve wages, hours and other terms and conditions of employment of State employees.

#### **G. Split Shifts**

Members of the bargaining units will not be required to work any split shifts except in emergency situations.

#### **H. Scheduling of Discretionary Overtime**

Off-duty overtime assignments (e.g., State Highway Administration construction details, escorts, Motor Vehicle Administration security, etc.) that are assigned by the Employer, shall be assigned as equitably as practical. Good faith attempts will be made to equalize overtime opportunities at each installation.

#### **I. Schedule Changes for Educational Purposes**

The Employer encourages those employees who wish to pursue further education and / or training in addition to programs provided by the Employer. Bargaining unit members shall be permitted to trade

shifts and / or days off with the other members in order to attend non-departmental education or training programs. The trading of shifts and / or days off will be by mutual agreement of the involved employees and the supervisor who is responsible for maintaining the installation schedule (the scheduling supervisor) and shall not be unreasonably denied. In the event that an employee seeking to trade a shift is unable to find another employee with whom he can trade, the employee may request the assistance of the scheduling supervisor to accommodate a change of shift if it does not adversely impact manpower at the installation.

#### **J. Take Home Vehicles / Off-Duty Use**

The Employer will provide each bargaining unit member a vehicle that is appropriate for the employee's duty assignment, for commuting purposes and off-duty use, based on vehicle availability. The Employer may implement restrictions for off-duty usage but agrees that generally, off-duty use will not be restricted to less than 25 miles from the employee's home or work location. This section will not be construed to limit the Employer's right to restrict or eliminate off-duty or commuting vehicle use for a specific employee for disciplinary or performance reasons.

#### **K. Acting Pay**

Any employee (the "acting employee") who is required to assume duties that are normally performed by an employee of higher rank shall receive pay at the rank that is one grade above the grade that the acting employee currently occupies. For employees who are assigned to barracks, acting pay will be paid to: (1) any TFC at any barrack who, in the absence of a Corporal on his / her workgroup, is designated as an "Acting Corporal" by his / her commander; (2) any Corporal who supervises a workgroup at a barrack when no Sergeant is assigned to that workgroup; (3) any Sergeant who supervises the Criminal Investigation Section at any barrack that had a Detective Sergeant in that position on or after January 1, 2010; (4) any Sergeant who assumes the responsibilities of the barrack First Sergeant; (5) any First Sergeant or Detective Sergeant who assumes the responsibilities of a barrack Lieutenant. Employees who are not assigned to barracks may be paid acting pay upon written request and confirmation by his / her commander or director that he / she is in an acting capacity and that request is approved by the bureau chief. The acting employee shall only receive acting pay if required to assume these duties for at least 20 continuous work days. The employee must meet the minimum requirements for the rank in which acting capacity pay is authorized. An employee who does not meet the minimum requirements for the rank in which acting capacity pay is authorized shall not be moved into a position to avoid paying acting capacity pay. Employees may not be rotated into and out of vacant positions to avoid paying acting pay. Commanders may not refuse to designate an employee as an acting employee when that employee has actually assumed additional supervisory responsibilities, normally assigned to an employee in higher rank, to avoid paying acting pay.

#### **L. Alternative Work Schedules**

The Employer recognizes the value of an Alternative Work Schedule (AWS) for both the Employer and the employee in certain situations. Any commander who believes that a new AWS would be mutually beneficial to the Department and those employees who would be affected shall submit a proposal to implement that schedule, through the chain of command to their respective Bureau Chief, and to the Labor Relations Director for dissemination to SLEOLA. All requests must outline the benefit to the organization and employees. All employees may be eligible to participate in an AWS when the benefit to the Department can be clearly demonstrated.

##### **1. State Police Barracks**

The 10-Hour AWS is the default schedule of all barracks. Management retains the right to establish different work shifts in the event the AWS is determined to have documented negative impact in the future. The proposal to change established shifts will be handled through the mid-contract negotiation clause of this contract.

## **2. State Police Installations Other Than Barracks**

Installations other than Barracks (e.g., Aviation Command, STATE and Executive Protection) that were working an AWS (other than the AWS described in paragraph 1, above) on or after January 1, 2011 and previously approved by the Superintendent shall be deemed to be permanently working the schedules that were in effect at that time. Changes to those established schedules will only be made with the consent of the majority of the affected employees or as the result of mid-contract negotiations.

### **M. Schedule Changes**

Other than in emergency situations, schedules will not be changed with fewer than 48-hours-notice. In the event that an employee's schedule is changed, the employee shall be entitled to Premium Pay for the duration of the shift that is changed. In the event that an employee's schedule is changed, the scheduling supervisor shall, consistent with manpower requirements, make a reasonable attempt to add an additional day off prior to or following other scheduled days off.

### **N. "Doubling Back"**

For employees working an eight-hour schedule, "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than 16 hours apart. For employees working the Alternative Work Schedule (AWS), "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than 14 hours apart. When doubling back occurs, an employee shall receive Premium Pay at his / her hourly rate for the second shift worked. Customary starting times of shifts may not be modified to avoid paying overtime under this section. This section does not apply: (1) in emergency situations; (2) if the double back occurs as the result of the affected employee requesting a shift change that results in a double back; (3)-if there are fewer than the required number of hours between shifts as the result of overtime that occurs after the first shift or prior to the second shift.

### **O. Court Overtime Fund**

The Department will establish a court overtime fund. The purpose of the fund is to provide overtime to minimize last minute schedule changes or to avoid changing pre-established schedules.

### **P. Badges**

- (1) The employer agrees to continue the practice of providing one badge to each employee at no cost to the employee.
- (2) The employer agrees to allow each employee to purchase an additional badge from the Quartermaster Division.
  - a. The employee will reimburse the Employer for the cost of the badge that was paid by the Employer.
  - b. The second badge will be tracked as an item of Agency-issued equipment and will be accounted for on each monthly personnel inspection (if applicable). The employee will be responsible for any loss or damage to the second badge and any loss or damage will be reported per MSP policy. Loss or damage that is the result of the employee's negligence may result in the forfeiture of the purchase price
  - c. An employee who is promoted shall be permitted to exchange his / her existing badge for a badge with his or her new rank at no cost to the employee.
  - d. Upon separation from the MSP, the employee agrees to return the badge to the Employer and the Employer agrees to refund the original cost of the badge to the employee.
- (3) The employer agrees to continue the practice of providing one retirement badge to each employee at no cost to the employee when that employee retires in good standing. The determination of whether an employee has retired in good standing will be made by the Superintendent and that decision will be final.

### **Q. Uniform Footwear**

Troopers in uniform may wear black boots that are appropriate for law enforcement activities, in lieu of black shoes, except that troopers will not wear boots when wearing the Class "A" uniform. Boots must be well-maintained and present a professional appearance. The design and style of the boots to be worn by troopers will be approved by the uniform committee.

## **R. Fitness Bonus**

The provisions of Article VI, Section 19 are applicable to MSP officers except that troopers hired after July 1, 2015, are required to participate in the annual fitness program.

## **Section 2. Provisions Applicable to the Natural Resources Police**

### **A. Labor Management Committee**

- (1) Will schedule meetings at least monthly with any variance to that schedule being mutually agreed upon by the Union and the Employer.
- (2) An equal number of Union and Employer members will be present at each meeting unless mutually agreed upon by the Union and the Employer prior to the start of the LMC meeting.
- (3) SLEOLA will designate Union representatives from its affiliated organization(s).
- (4) SLEOLA will designate Co-Chair of Committee.
- (5) Members will be deemed in duty status while attending LMC (no overtime).

### **B. Overtime**

Cash overtime employees may elect compensatory time in lieu of cash payment subject to the Employer's approval. The Employer agrees to continue the practice of permitting the employee, with the approval of the Employer, the right to earn compensatory time and cash overtime during the same pay period, provided that the employee may not earn compensatory time and cash overtime on the same day.

### **C. Safety and Health**

The Employer shall provide the employees with information of potential health hazards to which they may have routine workplace exposure including communicable diseases and infestations. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, special precautions and recommendations for immunization where appropriate.

- (1) The Employer will make available through Health Insurance, or other means, the testing for exposure to and vaccination for the following occupational diseases: Lyme's Disease, Rabies, Hepatitis B and HIV.
- (2) The Employer will provide each employee insect repellent and sun block lotion.
- (3) All marked marine outboard vessels will be equipped with adequate sunscreens (e.g., T-tops or canopies).

### **D. Police Work**

The Employer agrees that officers will not be required to do maintenance on vehicles or vessels that is normally performed by specially trained and / or certified personnel. However, officers will perform pre-patrol and safety checks on assigned vehicles/vessels. All vehicles and vessels are to be maintained in such a manner as to be ready for emergency responses at any time.

### **E. Uniforms**

- (1) The Employer agrees to provide an initial supply of uniforms at no cost to the employee which shall include:
  - a. Three Long Sleeve Shirts
  - b. Three Short Sleeve Shirts
  - c. Three Winter Pants and three Summer Pants (or six Mid-Weight Pants if approved)
  - d. Four Long Sleeve Utility Shirts
  - e. Four Short Sleeve Utility Shirts
  - f. Four Utility Pants
- (2) The Employer agrees that after the first 18 months of employment and upon request, the Employer will provide up to two complete replacement sets (2 pants and 2 shirts) of each of the uniform sets (classes) approved by the agency to wear. If the agency approves the mid-weight pants in lieu of summer and winter pants, 4 pairs will be issued as replacements. All uniform exchanges per year will be at a one for one exchange at no cost to the employee. The Employer may provide additional uniform replacements upon request if there is a need, beyond the standard two sets (e.g., a size change).
- (3) The Employer agrees to continue the practice of providing each employee with three departmental badges: two shirt badges and one flat wallet badge.



- (4) The Employer agrees to have the uniform vendor sew patches, with the exception of the name patch, on the uniforms.
- (5) The Employer shall inspect all body armor annually, and any body armor that is identified to be defective or unserviceable, shall be replaced. Body armor will routinely be replaced in accordance with manufacturer's specifications. The Employer agrees that the body armor vendor will provide fittings of ballistic vests for employees who request fittings.

**F. Alternative Work Days**

- (1) An employee may elect to split a shift subject to the approval of his/her supervisor. When the shift is split, the employee will not be paid for any time not actually worked between shifts.
- (2) The Employer agrees that it will consult with the Union before implementing any change to its current policy on flexible shifts. All flexible shift arrangements are subject to supervisor approval.
- (3) Schedules will not be changed to avoid paying overtime for an appearance in court on official duty, unless the employee agrees to the change.

**G. Field Enforcement Functions**

The Agency LMC will review, as needed, and upon the request of either party the current policy of requiring employees to work with non-employees or non-sworn police officers while performing field law enforcement functions. The issues to be reviewed will include, but not limited to, appropriate service needs, operational needs and safety needs.

**H. Secondary Employment**

- (1) A law enforcement officer may work not more than 40 hours of secondary employment during a workweek that includes two leave days.
- (2) Employees must be off-duty at least eight continuous hours prior to returning to work a regular NRP shift.
- (3) Regardless of duty status the next day, employees will only work a maximum of 16 consecutive hours when combining a regularly scheduled shift which includes all hours worked and all off-duty secondary employment hours. On non-duty days employees may work a maximum of 16 hours of off-duty secondary employment.
- (4) Officers will report for duty fully rested and alert, capable of performing the essential functions of a Natural Resources Police Officer and other duties as assigned.

**I. Take Home Vehicles / Off-Duty Use**

The Employer will provide each bargaining unit member a vehicle that is appropriate for the employee's duty assignment, for commuting purposes and off-duty use, based on vehicle availability. The Employer may implement restrictions for off-duty usage but agrees that generally, off-duty use will not be restricted to less than 25 miles from the employee's home or work location. This section will not be construed to limit the Employer's right to restrict or eliminate off-duty or commuting vehicle use for a specific employee for disciplinary or performance reasons.

**J. Union Pin**

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

**K. Schedule Changes**

Other than in emergency situations, schedules will not be changed with fewer than 48-hours-notice. In the event that an employee's schedule is changed, the employee shall be entitled to Premium Pay for the duration of the shift that is changed. In the event that an employee's schedule is changed, the scheduling supervisor shall, consistent with manpower requirements, make a reasonable attempt to add an additional day off prior to or following other scheduled days off.

**Section 3. Provisions Applicable to the Maryland Capitol Police**

**A. Vacations**

With supervisory approval, employees shall be allowed to trade vacations provided 30-days-notice is given.

**B. Personal Days**

The Employer shall not request the reasons for the use of personal leave.

**C. Labor Management Committee**

The parties agree to establish a Departmental level LMC, which will be comprised of up to four Employer representatives and up to four Union representatives and will meet at least quarterly. The parties agree that one topic of discussion for the LMC will be the promotional process.

**D. Work Related Meetings**

The Employer agrees to make a reasonable effort to schedule work-related meetings so employees will be able to attend while they are otherwise on duty.

**E. Call Back Pay**

Employees who are called to report to work on their regular day off or who have been recalled to work after having left the Employer's premises, shall be guaranteed a minimum of two hours of pay plus travel time at the regular rate of pay or for actual hours worked at the applicable overtime rate, whichever is greater. Employees who are currently guaranteed a minimum of pay greater than two hours shall continue to be paid at the greater minimum. Should the employee be paid for at least eight hours, travel time shall not be paid.

**F. Training**

The Employer agrees to provide pepper spray training for all personnel.

**G. Union Pin**

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

**H. "Doubling Back"**

For employees working an eight-hour schedule, "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than 16 hours apart. For employees working the Alternative Work Schedule (AWS), "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than 14 hours apart. When doubling back occurs, an employee shall receive Premium Pay at his / her hourly rate for the second shift worked. Customary starting times of shifts may not be modified to avoid paying overtime under this section. This section does not apply: (1) in emergency situations; (2) if the double back occurs as the result of the affected employee requesting a shift change that results in a double back; (3)-if there are fewer than the required number of hours between shifts as the result of overtime that occurs after the first shift or prior to the second shift.

**Section 4. Provisions Applicable to the Office of the State Fire Marshal**

**A. Labor Management Committee**

An employee who is assigned to the Office of the State Fire Marshal shall be appointed as member of the MSP Labor Management Committee. This employee shall be selected by the President of SLEOLA.

**B. Study Committees**

- (1) The parties agree to create Study Committees within the LMC to evaluate:
  - a. The OSFM performance evaluation system;
  - b. The minimum number of personnel who should be assigned to each OSFM region; and
  - c. The eligibility for DSFM II or DSFM Advanced to fill acting vacancies.
- (2) The parties agree to create a Uniform Committee that will finalize the specifications for the work uniform that will be issued to Deputy State Fire Marshals.

Each of the four Committees shall hold its first meeting no later than August 1, 2012. Recommendations from the committees will be submitted to the Superintendent within five months of the *ad hoc* committee's first meeting.

### **C. Vehicles**

All OSFM vehicles shall be equipped with MSP radios. Vehicles may have repeater units or interoperable radios, where appropriate, and within the constraints of the OSFM budget.

### **D. Equipment**

- (1) The Employer will make every effort to have laptop computers at each regional office.
- (2) MSP will make time lapse VCRs available to the OSFM on an as needed basis.

### **E. Training**

- (1) The Employer shall provide quarterly in-service training.
- (2) Annual firearms training and qualifications for members of the Office of the State Fire Marshal (OSFM) shall be conducted by instructors who are certified by the Maryland State Police.
- (3) Firearms training shall include the same courses of fire used by MSP sworn personnel and shall include qualification with a shotgun for all members. Whenever possible, OSFM personnel will participate in MSP firearms training classes that are taught by MSP instructors
- (4) The Employer agrees to the creation of an ad-hoc committee to make recommendations to the Fire Marshal regarding police related in-service training for all members.
- (5) The Employer agrees to provide NCIC training. The training will be provided consistent with mission requirements, available training slots and access to METERS terminals.

### **F. Transfer Requests**

Deputy State Fire Marshals will be provided with access to the Transfer area of the Maryland State Police Data Management System. Deputy State Fire Marshals will be permitted to submit no more than two transfer requests in the DMS. Transfers between offices will generally be honored in the order submitted; transfers to positions that require specialized training will be based upon seniority, training, qualifications and suitability for the position.

### **G. Filling of Acting Vacancies**

Filling of short term acting vacancies will be by rotation among those eligible for promotion to such rank.

### **H. Schedule**

If a work schedule is changed with less than five-days-notice, absent an emergency situation, overtime shall be paid for such hours. An emergency is defined as a declared State of Emergency, elevated alert status above yellow, unpredictable events having significant public safety ramifications, tornadoes, floods, hurricanes, major fires, explosions, WMD events, train derailments and other disasters natural, or man-made. Pre-scheduled events when the State Fire Marshal has more five-days-notice will generally not meet the definition of an emergency.

### **I. Staffing**

The Employer agrees to provide sufficient manpower to properly accomplish criminal investigations as determined by the Fire Marshal, or his designee.

### **J. Uniforms**

- (1) Once the parties have agreed to the specific uniform that will be provided in Subsection (B)(2), Study Committees, the employer agrees to provide the following uniforms to all members:
  - a. Three sets of BDU-style uniforms (to include long sleeve, two-pocket shirts and pants)
  - b. One winter jacket
  - c. One baseball-style cap
  - d. Other replacement uniforms that may be requested to replace damaged or worn uniforms provided that the damaged or worn uniforms are returned.
- (2) The employer and employee representatives shall develop a plan in the study committee to begin the process of issuing the uniforms beginning no later than January 1, 2013. The issuance of such uniforms may be phased in over the duration of this MOU.
- (3) Upon completing the requirements outlined in subsection (J)(2), above, the employer agrees to

provide a Class "A" uniform to no fewer than five employees so they may attend ceremonies and other details and participate in Honor Guard. The study committee shall determine the process to select those members who shall receive Class "A" uniforms.

## **Section 5. Provisions Applicable to the Maryland Department of Health (MDH) Police**

### **A. Internal Review**

MDH will conduct an internal, system-wide clinical operations analysis as to whether the Police classification series is appropriate for the service that MDH is charged to provide, including the use of police officers for patient transport, and will include an evaluation of whether federal and other regulations and requirements permit some option other than the Police classification to perform the services needed. This review may include consideration of prior reviews and reports related to the MDH police department. SLEOLA will have an opportunity to meet with the MDH Secretary or designee to discuss issues of concern regarding the MDH police force. The initial findings will be complete by 9/1/19. SLEOLA will be provided with a copy of the initial findings and will be given a reasonable opportunity to submit written comments on that initial report. A final report will be completed by 11/1/19. In the event MDH determines that a shift to a different approach is the best option, both parties will meet to discuss the effects and phases of that transition.

### **B. Office**

The Employer will provide an office, which is of a size reasonably sufficient to allow employees to perform their duties.

### **C. Vehicle**

The Employer will provide a State vehicle, when available, for training sessions.

### **D. Safety**

- (1) Only Police Officers will perform police functions. Building Guards shall only:
  - a. perform safety check of interior of buildings,
  - b. monitor ingress and egress from the building, and
  - c. perform safety checks in the parking lots.
- (2) Employees will be provided with a radio capable of communicating with other police agencies.

### **E. Union Pin**

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

### **F. Portable Radios**

As soon as practicable MDH police officers will be issued portable radios that will permit necessary communication as required by assigned work. MDH will provide SLEOLA with an update on the distribution of the radios no later than 3/1/19.

### **G. Law Enforcement Officers Bill of Rights**

All MDH Police officers shall be afforded LEOBR protections and all disciplinary actions taken against MDH police officers shall comply with LEOBR. SLEOLA may represent MDH police officers in accordance with LEOBR

### **H. Police Certifications**

MDH shall maintain all MPCTC and MSSPC certifications for MDH police officers, including the provision of any required in-service training and qualification opportunities.

## **Section 6. Provisions Applicable to the Department of Labor, Licensing & Regulation Police**

### **A. Merger**

Effective July 1, 2019, the police force of the Department of Labor, Licensing & Regulation will be merged with the Maryland Capital Police.

## **Section 7. Provisions Applicable to the Motor Vehicle Administration Police**

### **A. Equipment**

Police Officers shall be assigned and shall carry weapons.

### **B. Union Pin**

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

### **C. LMC**

The Motor Vehicle Administration Police and SLEOLA will establish and maintain an LMC as follows:

- (1) Will schedule meetings at least quarterly with any variance to that schedule being mutually agreed upon by the Union and the Employer.
- (2) An equal number of Union and Employer members will be present at each meeting unless mutually agreed upon by the Union and the Employer prior to the start of the LMC meeting.
- (3) SLEOLA will designate the Union representatives from its affiliated organization(s).
- (4) Members will be deemed in duty status while attending LMC (no overtime).

## **Section 8. Provisions Applicable to the Department of Public Safety and Corrections IIU and WAU**

The Department and SLEOLA will establish and maintain an LMC as follows:

- (1) Will schedule meetings at least quarterly with any variance to that schedule being mutually agreed upon by the Union and the Employer.
- (2) An equal number of Union and Employer members will be present at each meeting unless mutually agreed upon by the Union and the Employer prior to the start of the LMC meeting.
- (3) SLEOLA will designate the Union representatives from its affiliated organization(s).
- (4) Members will be deemed in duty status while attending LMC (no overtime).

## **Section 9. Provisions Applicable to the Office of the Comptroller/Field Enforcement Agents**

**A.** The classification of Comptroller Field Enforcement Agent is included in the bargaining unit.

**B.** The Office and SLEOLA will establish and maintain an LMC as follows:

- (5) Will schedule meetings at least quarterly with any variance to that schedule being mutually agreed upon by the Union and the Employer.
- (6) An equal number of Union and Employer members will be present at each meeting unless mutually agreed upon by the Union and the Employer prior to the start of the LMC meeting.
- (7) SLEOLA will designate the Union representatives from its affiliated organization(s).
- (8) Members will be deemed in duty status while attending LMC (no overtime).

## **ARTICLE XIX – SAVINGS CLAUSE**

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

## **ARTICLE XX – PUBLICATION OF AGREEMENT**

This agreement will be distributed by SLEOLA to SLEOLA members electronically.

## **ARTICLE XXI – DURATION**

Except as otherwise provided herein, this Memorandum of Understanding shall become effective on July 1, 2022 and remain in effect through June 30, 2025. In the event that there is a change in law affecting the legally

permissible scope of bargaining, in which case either party may reopen this MOU to negotiate the newly negotiable matters.

For the State of Maryland:

For the State Law Enforcement Officers Labor Alliance:

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Larry Hogan  
Governor

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Brian Gill  
President

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David Brinkley  
Secretary  
Department of Budget and Management

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Cynthia Kollner  
Executive Director  
Office of Personnel Services and Benefits  
Department of Budget and Management

## Appendix A-1

### GRIEVANCE PROCEDURE FOR SWORN MARYLAND STATE POLICE EMPLOYEES

#### A. Definitions

1. Grievance means a dispute between a sworn employee or the State Law Enforcement Officers' Labor Alliance (SLEOLA) and the Maryland State Police (MSP) about the interpretation of or application to the employee of:
  - a. a personnel policy or regulation adopted by the MSP; or
  - b. any other regulation over which management has control; or
  - c. the Memorandum of Understanding (MOU) between the State of Maryland and SLEOLA covering wages, hours and other terms and conditions of employment.
2. Grievant means:
  - a. a sworn employee of the MSP who is authorized by MSP policy to initiate a grievance and who has done so; or
  - b. a sworn employee in the bargaining unit represented by SLEOLA who has filed a grievance hereunder; or
  - c. SLEOLA, if SLEOLA files a grievance on behalf of its members.
3. Days means calendar days.

#### B. Right to Bring Grievance

Police employees with a grievance may present a grievance in accordance with the procedures in this section, free from coercion, discrimination, interference, reprisal or restraint.

#### C. Exceptions

The grievance procedure may not be used to challenge:

1. The content of MSP policy; or
2. Promotional examinations or other provisions of the promotional system.

#### D. Burden of Proof

1. All grievance decisions shall be based upon a preponderance of the evidence.
2. The grievant bears the burden of proof in grievance proceedings.

#### E. Representation

1. A grievant may be represented at any time by any person that the grievant chooses.
2. The grievant's commander / director is responsible for designating a representative to present the MSP position at all grievance conferences.
3. The commander / director should consult with the Commander of the Administrative Hearing Office (AHO) regarding their selection.
4. The Commander, AHO may assign other members of the MSP to assist in representing the MSP's position.

#### F. Bypass of Steps & Waiver of Time Limits

The parties may mutually agree to bypass any step of the grievance procedure or waive any time limits. If an arbitrator is unable to meet any of the time limits defined in Step Four, all parties are deemed to have waived such time limit until the arbitrator is able to comply with those requirements.

### **G. Consolidation of Grievances**

Similar grievances may be consolidated and processed in a single proceeding with the agreement of both parties.

### **H. Resolution**

Each party to a grievance will make every effort to resolve the grievance at the lowest level possible by exploring all available options which resolve the issue in a positive manner for both parties.

### **I. Records**

1. All grievances must be filed in writing using a Sworn Employee Petition of Grievance Appeal, MSP Form 143.
2. Commanders / directors will immediately forward grievance proceedings initiated by a sworn employee to the Commander, AHO.
3. Employees who have been designated to conduct Step Two Grievance Conferences or Step Three Mediation Conferences will furnish a record of each written grievance and its disposition to the employee or his designated representative and to the Commander, AHO.
4. A record of all grievances and their dispositions will be filed in the AHO.
5. When applicable, at each level in this grievance procedure, copies of all grievances and grievance responses will be supplied in a timely manner to the:
  - a. Grievant;
  - b. Grievant's representative, if applicable;
  - c. SLEOLA President if SLEOLA is not the grievant or the grievant's representative; and
  - d. Grievant's commander / director.

### **J. Appeals**

1. Failure of management to respond to a grievance appeal within the time limits set forth below constitutes a denial which the employee may appeal to the next step.
2. Failure of the employee to appeal a decision within the time limits set forth below, or to appear at a scheduled conference, may be grounds for a decision adverse to the employee.
3. The employee will assure that an appeal is presented in writing and shall forward the original written appeal, signed by the employee, to the Commander, AHO.

### **K. Initiation of Grievance Proceeding**

A grievance proceeding must be initiated by the grievant within thirty days:

1. After the occurrence of the alleged act that is the basis for the grievance; or
2. Of the date the grievant first knew, or reasonably should have known, of the alleged act that is the basis for the grievance.

### **L. Grievance Steps**

1. Step One – Discussion with Supervisor



- a. Prior to formally initiating a written grievance, an employee shall present the matter orally to the employee's supervisor for discussion and the supervisor will attempt to mediate the issue.
- b. The commander / director shall require the supervisor involved in the discussion to complete the Step One documentation required on the MSP Form 143.

## 2. Step Two – Employee's Commander / Director

- a. Within 10 calendar days from the Step One discussion, the grievant may initiate a grievance proceeding by filing a written grievance with the employee's commander / director.
- b. The grievant's commander / director will review the written grievance to determine if it has been submitted within the required time limits and if it is consistent with subject matter permitted in the grievance proceedings.
  - (i) If the commander/director determines that the grievance has not been submitted consistent with either the time limits or subject matter, he shall dismiss the action.
  - (ii) The grievant shall be notified in writing of the dismissal.
- c. The commander / director, or his designee, shall hold a conference with the grievant, and/or his representative, within 10 days after the grievance is received.
- d. The commander/director may appoint a commissioned officer within his command to conduct the grievance conference.
- e. The commander/director or his designee shall, within 10 days after the conclusion of the conference, render his decision in writing and distribute it as specified in Subsection I.

## 3. Step Three – Appeal to the Office of Fair Practice

- a. Within 10 days after receiving a decision from a Step Two grievance proceeding, the grievant or the grievant's representative may appeal to the Commander of the Office of Fair Practice.
- b. A mediation conference will be held within 10 days of the receipt of the appeal.
- c. Within 10 days after the conclusion of the mediation conference:
  - (i) If the parties are able to reach an agreement, the mediator will forward a report as outlined in Subsection I.
  - (ii) If the parties are unable to reach an agreement, the grievant or grievant's representative may proceed to Step Four or appeal to the Step Five.

## 4. Step Four – Advisory Arbitration

- a. Grievances may be appealed by SLEOLA to advisory arbitration pursuant to the following procedure or may be appealed directly to the Superintendent (Step 5) by SLEOLA.
  - (i) Within 10 days after receiving a decision from Step Three, SLEOLA may either request advisory arbitration through the American Arbitration Association (AAA) or appeal to the Superintendent.
  - (ii) When arbitration is invoked, SLEOLA and the Employer shall jointly request a list of 10 neutral arbitrators from AAA. The parties will meet within 10 days of receipt of the AAA list to seek agreement on one of the listed arbitrators. This meeting may take place on the telephone. If the parties cannot agree on an arbitrator, the Employer and SLEOLA will alternately strike one name from the list until a single name remains. A flip of the coin shall determine who shall strike the first name.
  - (iii) The arbitrator will issue his / her advisory arbitration decision within 20 days after the hearing or after briefs are filed, as applicable. This decision will be:

1. Sent to the Commander, AHO for distribution pursuant to subsection (l)(5); and
  2. Final and binding unless SLEOLA or the MSP appeals to the Superintendent.
- b. The fees of the arbitrator shall be borne by SLEOLA.

#### 5. Step Five – Appeal to the Superintendent

All grievances may be appealed to the Superintendent:

- a. A grievance appeal that was not appealed to Step 4 – Advisory Arbitration will use the following procedure:
  - (i) Within 10 days of the Step Three decision, appeals for the Superintendent’s decision will be forwarded to the Commander, AHO.
  - (ii) Within 10 days of receiving the appeal, the Commander, AHO or a designated commissioned officer (hearing officer) shall schedule a conference with the grievant.
  - (iii) Within 10 days of the conference:
    1. The grievant may submit a written report, no more than three pages in length, to the Commander, AHO, to be included with the hearing officer’s recommendation that is submitted to the Superintendent.
    2. The hearing officer will forward a written recommendation to the Commander, AHO, who will forward a copy to the Superintendent.
- b. A grievance appeal that was appealed to Step Four – Advisory Arbitration will use the following procedure:
  - (i) Within 10 days of SLEOLA or the Commander, AHO receiving the arbitrator’s decision, appeals for the Superintendent’s decision will be forwarded to the Commander, AHO.
  - (ii) Within 10 days of receiving the appeal, the Commander, AHO or a designated commissioned officer (hearing officer) shall schedule a conference with the grievant.
  - (iii) The Superintendent will issue a written decision within 20 days of the hearing and will forward a copy of the written decision pursuant to subsection (l)(5).
    1. If the Superintendent does not agree with the arbitrator’s advisory decision that was rendered in Step Four, the Superintendent’s written decision will cite the specific reason or reasons that he did not agree.
- c. All decisions rendered by the Superintendent are final and binding on all parties; however nothing herein is intended to modify what rights, if any, the parties have to judicial review of the Superintendent’s decision.

#### **M. Miscellaneous**

Grievances arising from the action of an authority higher than the employee’s Step 1 supervisor or commander / director may be initiated at Step Two or Step Three as appropriate. The MSP may, within five days of receiving said grievance, refer it to a lower step if the MSP believes such lower step is a more appropriate level. In such event, the time for the MSP to respond to the grievance will be extended by five days.

#### **N. Annual Review**

Each year the Commander, AHO will prepare a summary report of all grievances presented during the previous calendar year. At a minimum, the report will contain:

1. Nature of the grievance;

2. Stated policy or procedure that was in dispute;
3. Date the grievance was filed;
4. Date of the final disposition of the grievance;
5. Step in the grievance process at which the grievance was concluded; and
6. Final decision.

The report will be forwarded annually to the Superintendent and the SLEOLA President no later than February 1.

End of Appendix A-1.

### SLEOLA Interest Arbitration

Subject to any limitations of existing law, the parties agree to the following procedure for the resolution of an impasse during the negotiation of a Memorandum of Understanding.

- 1) This section only applies to the negotiation of a new memorandum of understanding or a successor to an existing memorandum of understanding (interest arbitration), not a dispute over a provision in an existing memorandum of understanding (grievance arbitration).
- 2) The parties shall begin negotiations by September 1. Within two weeks after negotiations have begun, the parties shall request a list of ten labor arbitrators from the American Arbitration Association.
- 3) If, by October 15, the parties have not reached agreement:
  - a. Either party may request arbitration by a Board of Arbitration.
  - b. The Board of Arbitration shall be composed of three members, one appointed by the Governor and one appointed by the exclusive bargaining representative. These members shall be selected within four days of the request for arbitration. The third member, the Neutral Member, shall have experience with interest arbitration and shall be selected within four additional days by the two arbitrators previously chosen. The Neutral Member shall be selected in accordance with the procedures of, and from the list furnished by, the American Arbitration Association (AAA) as described above. If, and only if, the parties mutually agree to consider a Neutral Member from outside the AAA list, they may select a Neutral Member whose name is not on the AAA list. All members of the Board shall be selected no later than November 1.
  - c. Contemporaneous with the selection of the Neutral Member, the Board of Arbitration shall schedule tentative dates for the arbitration consistent with the time frames of this section.
- 4) If, by October 31, the parties have reached an agreement:
  - a. a Memorandum of Understanding shall be executed as described in paragraph 18;
  - b. The Board shall be notified that arbitration will not be needed; and
  - c. Any cancellation fees will be paid to the Neutral Member as described in paragraph 16(b).
- 5) If, by October 25, the parties have not reached agreement either party may declare that an impasse has been reached by providing written notice that arbitration proceedings will commence as scheduled:
  - a. to the other party that an impasse has been reached; and
  - b. to the Board which was selected in paragraph 3(b) .
- 6) By November 3, each party shall provide to each member of the Board and to the other party a detailed itemization of the final proposal made by the respective party prior to the declaration of impasse.
- 7) The Board shall:
  - a. commence the arbitration proceedings within fourteen days of the notice provided in paragraph 5(b); and
  - b. issue a decision before November 30.
- 8) The parties, by mutual agreement, may extend the time requirements set forth herein to the extent permitted by law.
- 9) The Board:
  - a. may only consider items the subject matter of which were raised and still unresolved as of the most recent collective bargaining negotiations prior to impasse;

- b. may give notice and hold hearings in accordance with the American Arbitration Association's Labor Arbitration Rules;
  - c. shall select the last best offer of either party in its entirety; and
  - d. before November 30, shall issue a written decision explaining the basis for its decision as to wages, hours, and working conditions, and any other terms or conditions of employment that were in dispute.
- 10) The Board may consider the following to arrive at a decision:
- a. the history of current and prior negotiations between the parties;
  - b. the wages, hours, and working conditions, and any other terms or conditions of employment of law enforcement officers from the primary police or sheriff's departments in all counties within the State of Maryland;
  - c. the wages, hours, and working conditions, and any other terms or conditions of employment of other state troopers in the following states: Delaware, New Jersey, New York, Pennsylvania, Virginia and West Virginia;
  - d. recruitment and retention data;
  - e. the financial condition and fiscal constraints of the State;
  - f. the costs of the respective proposals of the parties;
  - g. legal limitations on the ability of the State to use State or federal funds;
  - h. the following economic measures: the average prices for consumer goods and services, commonly known as the cost of living (CPI-U); median household income; average per capita income; and any recent changes to any of the foregoing economic measures;
  - i. the unique characteristics of the job, including the hazards of employment, training requirements and shift schedules of employees;
  - j. the interests and welfare of the citizens of Maryland;
  - k. the interests and welfare of the employees;
  - l. such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and working conditions, and any other terms or conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in the public service or in private employment; and
  - m. stipulations of the parties regarding any of the items in this section.
- 11) The Board shall, by written decision, recommend the implementation, in its entirety, of the last best offer previously submitted by one of the parties. The written decision of the Board shall be delivered to the Governor, the exclusive representative, the President of the Senate, and the Speaker of the House of Delegates by the Board on or before November 30.
- 12) The parties shall have 14 days after issuance of the decision of the Board to consider the recommendations and to further negotiate the disputed issues. Within this 14-day period, each party shall notify the other party whether it accepts or rejects the recommendation of the Board. If either party declines to accept the recommendations and refuses to agree to enter into an MOU in compliance with the decision of the Board, the notice of rejection shall be submitted to the other party in writing and shall include the reasons for such rejection. A copy of the notice shall be promptly provided to the Governor, the President of the Senate, and the Speaker of the House of Delegates.
- 13) Any time frame provided herein may be modified by mutual agreement of the parties to the extent permitted by law.
- a. Any failure, or refusal by either party to participate in the arbitration procedure shall not be permitted to halt or otherwise delay the process, unless mutually agreed to by the parties, or unless the Board so orders due to an unforeseeable emergency.
  - b. In the absence of such an order by the Board, the process shall commence or continue as though all parties were participating.

- 14) Nothing in this section shall be construed to prohibit the parties from reaching a voluntary settlement on the unresolved issues at any time prior to or after the issuance of the Board's decision.
- 15) Once notice of impasse is provided as described in Section 5 above, the employer may not make unilateral material changes in existing wages, hours, and other conditions of employment without the consent of the union until expiration of the collective bargaining agreement.
- 16) The following expenses shall be divided equally between the State and the exclusive representative:
  - a. The Neutral Member's fees and itemized expenses;
  - b. Cancellation fees of the Neutral Member, if any, in the event the Neutral Member was not needed after arbitration was scheduled pursuant to paragraph 3(c);
  - c. The rental, if any, of the facilities used for the hearing;
  - d. The cost of the transcript, if any, of the proceedings.
- 17) All costs other than those in paragraph 16 shall be assumed by the party incurring them.
- 18) Memorandum of Understanding.
  - a. A Memorandum of Understanding that incorporates all matters of agreement reached by the parties shall be executed by the exclusive representative and the Governor or the Governor's designee.
  - b. To the extent these matters require the enactment of legislation or the appropriation of funds, the matters shall be recommended to the General Assembly for approval or for the appropriation of funds by the Governor or the Governor's designee.
  - c. To the extent these matters do not require the enactment of legislation or the appropriation of funds, the matters shall be binding upon the parties.

End of Appendix A-2









