



# **MEMORANDUM OF UNDERSTANDING**

Between

Bowie State University (BSU)  
and  
Maryland Classified Employees Association  
(MCEA)

**SWORN POLICE OFFICERS**

Effective April 1, 2012 through March 31, 2015

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## **PREAMBLE**

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

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

It is understood that this agreement shall not be finalized until ratified pursuant to State Personnel & Pensions, Maryland Annotated Code, Section 3-601 (1997 Volume and 2003 Supplement). It is also understood that agreements on issues requiring approval by the General Assembly are tentative pending approval of the General Assembly of Maryland. The provisions of this Agreement shall in no way diminish or infringe upon any rights, responsibilities, powers or duties conferred by the U.S. Constitution, Constitution of Maryland, Maryland Declaration of Rights, the Annotated Code of Maryland, including but not limited to State Personnel & Pensions Article, Title 3 (1997 and 2003 Supplement) and Maryland Code of Public Safety, Title 3, unless agreed to by the parties and expressly stated herein.

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

### **Section 1.1 – Exclusive Representation**

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 2 of this Article, for the purpose of negotiating collectively with the University pursuant to the Annotated Code of Maryland, State Personnel and Pensions Article, Title 3 (1997 Replacement Volume and 2003 Supplement) with respect to wages, hours, and terms and conditions of employment. The University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of

employment, and will meet with other unions or employee organizations only pursuant to its legal and regulatory obligations.

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

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

### **Section 1.3 – Classification and Pay Plan**

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

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

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

#### **Section 1.4 – Integrity of the Bargaining Unit**

Unless otherwise provided by the law, the University recognizes the integrity of the bargaining unit and will strive to use University employees to perform all UPO functions, except in circumstances involving personnel shortages. In the event that the University proposes to use non-bargaining unit individuals to displace continuing bargaining positions, it will provide the Union with notice at the earliest opportunity, but normally at least thirty (30) days in advance. Exempt employees will not be assigned posts for the purpose of limiting overtime opportunities for bargaining unit employees except when unforeseen operational exigencies necessitate.

#### **Section 1.5 – MCEA Union Dues**

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

The University shall be held harmless in any dispute or litigation arising under the terms of this Section. The University agrees to remit the aggregate of the Union dues to the Union.

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

#### **Section 2.1 – Prohibition Against Discrimination**

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

because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country or national origin, disability, marital status or labor organization affiliation, or any other reason prohibited by law.

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

Each employee in the bargaining unit shall have the right to join the Union and, while off work or on official release time, assist the Union freely, without fear of penalty or reprisal, and the University shall take all reasonable measures to ensure that each employee shall be protected in the exercise of such right.

### **Section 2.3 – Representation**

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The University through its appropriate officers and employees has the right, pursuant to the State Higher Education Labor Relations Act, Section 3-302, Title 3, of the State Personnel and Pensions Article to:

- Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means, and personnel by which its operations are to be conducted, technology needed, internal security practices, and relocation of its facilities;
- Maintain and improve the efficiency and effectiveness of University operations;
- Determine the services to be rendered, operations to be performed, and technology to be utilized;
- Determine the overall methods, processes, means, and classes of work or personnel by which the University operations are to be conducted;
- Hire, direct, supervise, and assign employees;
- Promote, demote, discipline, discharge, retain, and lay off employees;
- Terminate employment because of lack of funds, lack of work, under conditions where the University determines continued work would be inefficient or non-productive, or for other legitimate reasons;

- Set the qualifications of employees for appointment and promotion, and set standards of conduct;
- Promulgate University rules, regulations or procedures;
- Provide a system of merit employment according to the standard of business efficiency; and
- Take actions not otherwise specified in this Section to carry out the mission of the University.

## **ARTICLE 4 – UNION RIGHTS**

### **Section 4.1 – Bulletin Board & Distribution of Information**

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

### **Section 4.2 – Meeting Space**

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

### **Section 4.3 – Access to Employees**

The University agrees that representatives, officers, and Union staff shall have reasonable access to employees of the University during normal work hours with prior notice to the Labor

Relations Manager or designee for the purpose of administration of this Agreement. In exercising its rights to access, the Union shall make all reasonable efforts not to interfere with the duties and responsibilities of the sworn police officers' unit during their normal (shift) hours. The Union agrees to notify the University at least five (5) business days in advance of a non-emergency mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem, and shall provide reasonable notice to the University. At least two (2) UPOs who are on duty at the time of the Union meeting shall be available to respond to calls coming from the campus community through the Police Communications Office or other available means in alerting the BSU police of a need for assistance from the Police Department. In addition, upon reasonable notice to and approval by the University and consistent with security and public safety requirements, the Union shall have access to the University's premises for the purpose of membership recruitment. Approval shall not be unreasonably denied.

#### **Section 4.4 – Administrative Leave for Union Activities**

Employees who serve as Union representatives for Chapter 047 will be allowed forty-eight (48) hours of paid administrative leave per contract year for Union business, such as state, area-wide meetings, state conventions, and Union sponsored labor relations training, provided that MCEA staff provides at least three (3) business days notice to the Labor Relations Manager or designee of such request. Time may be used in one (1) hour increments. After the forty-eight (48) hours of administrative leave is exhausted, Union representatives may use their accrued leave to attend Union sponsored activities by using the normal leave process for requesting the use of annual leave. Such leave will not unduly interfere with police operations. Once the leave is granted it may not be rescinded unless there is an extreme emergency. Employees shall not be retaliated against for legitimate use of such leave.

#### **Section 4.5 – Union Activities during Working Hours**

- A. The parties recognize their respective obligations to grant and utilize release time authorized by this Agreement in an efficient manner in the context of effective and efficient University operations. To this end, the University's Labor Relations Manager or designee and the Union shall designate a person to discuss and resolve the issues associated with release from duty or time off. The Chief of Police or designee shall require the representative to provide the request for release time in writing and send the

same request to the University's Labor Relations Manager. When the Chief of Police or designee denies time based on unforeseen operational needs in accordance with this Agreement, he/she shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Time off under this provision shall not be arbitrarily denied.

- B. The University shall grant time off with pay including reasonable travel time when necessary, during working hours, the total of which on a daily basis will not exceed the employee's normally scheduled work day, to attend grievance meetings, labor/management meetings, negotiation sessions regarding supplementation or amendment of this Agreement during its term, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the University, if such employees are entitled to or required to attend the meeting by virtue of being Union representatives. Time off with pay will not be unreasonably withheld.
- C. Assigned bargaining unit members acting as Union representatives are authorized to make reasonable use of copiers, fax machines, computers, and other office equipment for representational purposes, during off duty hours. Such employees shall request permission to use such equipment, which permission will not be withheld unless such use interferes with University business.

#### **Section 4.6 – Email**

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

#### **Section 4.7 – New Employee Orientation**

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

#### **Section 4.8 – Information Provided to Union**

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

#### **Section 4.9 – Exclusivity**

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

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

#### **Section 5.1 – Regular Work Hours**

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

#### **Section 5.2 – Regular Work Week**

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

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

#### **Section 5.3 – Quarterly Shift Rotation**

Shift assignments shall be rotated on a quarterly basis.

## **Section 5.4 – Work Schedules**

- A. “Work Schedules” are defined as an employee’s assigned work hours and days of the week. Where work schedules vary, they will be posted at least ten (10) calendar days prior to the effective date of the posted schedule. Assigning an employee additional hours on an overtime basis is not considered a change to the work schedule. Hours worked outside of the established work schedule shall be considered overtime unless the employee voluntarily agrees to adjust the work schedule. Involuntary schedule changes must be for legitimate operational needs and rotated equitably among employees and must be for the total hours of the scheduled workday, which is being changed.
- B. Nothing in this agreement shall preclude, with prior approval of shift supervisor, trading time or “swapping” shifts among employees in the same classification provided they have the particular skills necessary to perform the work and such swaps do not increase Employer costs or substantially disrupt work. In the event of any such changes, the shift supervisor shall notify the Chief of Police or designee.
- C. There will be no split shifts.

## **Section 5.5 – Schedule Change/Approved Leave**

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

## **Section 5.6 – Work Time**

Work time includes time during which an employee:

- A. Is on duty, whether at the employee’s principal job site or at a remote location;
- B. Is on paid leave;
- C. Participates in training activities as a job assignment;
- D. Is on the employer’s premises and is on call and waiting for work;

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

#### **Section 5.7 – Meal Break**

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

#### **Section 5.8 – Meal Allowance**

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

#### **Section 5.9 – University Functions, Special Events, and Cancellation Compensation**

- A. Employees shall only be required to work official University functions to include Registration, Homecoming, Convocation, Commencement or other official functions as

scheduled by the University. Consideration shall be given to regular work schedules when making assignments for special events.

- B. The University shall use its best effort to provide UPOs a minimum of five (5) business day's notice of the functions they are scheduled to work.
- C. If an employee is scheduled to work a function during their regular tour of duty, cancellation compensation will not apply.
- D. If an employee is scheduled to work a University function or any other special event in an overtime capacity, and is informed that he/she is not needed to work the function or event, the employee may be entitled to cancellation compensation under the following terms: If less than two (2) hours of notice – three (3) hours overtime pay.
- E. The University will not be held accountable when events are cancelled due to natural disasters, state of emergencies as declared by State of Maryland government officials or the President of the University or his designee and all other events beyond the University's control.

#### **Section 5.10 – Minimum Staffing Requirements**

- A. The University will maintain adequate staffing to ensure the safety of its community and property. Pursuant to Section 13-601(e) of the Maryland Education Article, Annotated Code of Maryland, the University may make use of campus security force or building guards to augment the Campus Police Force.
- B. Under the Title 12 of the Education Article, Subtitle §12-109(g), the University has the authority to create any position with existing funds available to the University to the extent the cost of the position including the cost of any fringe benefits is funded from existing funds. However, the total number of positions authorized shall be limited as specified annually in the State budget bill.
- C. The University will review its police staffing during each budget-planning period to determine adequacy of staffing.

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

### **Section 6.1 – Overtime**

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

### **Section 6.2 – Compensatory Time**

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

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

### **Section 6.3 – Callback Pay**

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

### **Section 6.4 – On-Call Pay**

- A. Employees are entitled to on-call pay if they are required to be available to report to work outside the normally scheduled hours for emergencies or other unusual circumstances. On-call pay shall be at the standard rate of pay. Only the Chief of Police or designated supervisors that are identified on a written list that shall be provided to the Union are authorized to grant on-call pay. All authorization to grant on-call pay will be in writing.
- B. Designated employees shall be assigned to on-call for a period of not more than seven consecutive days (including holidays).

### **Section 6.5 – Shift Differential**

- A. The University shall pay a shift differential to an employee who regularly works a qualifying shift that starts at or after 3:00 p.m. and on or before 7:00 a.m. The rate of shift differential pay shall be \$9.00 for the following shifts:
1. Start time 3:00 p.m. to 11:00 p.m.

2. Start time 11:00 p.m. to 7:00 a.m.
- B. Shift differential shall be paid for an employee who is assigned to a qualifying shift while on approved leave with pay. An employee who is on a permanent schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift.
- C. Eligible employees who work all or part of an established qualifying shift will receive shift differential for the portion of time worked during the qualifying shift. The rate of pay shall be nine dollars (\$9.00).

#### **Section 6.6 – Light Duty**

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

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

## **ARTICLE 7 – HOLIDAYS**

### **Section 7.1 – Minimum Annual Holidays**

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

### **Section 7.2 – Recognized Holidays**

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

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

### **Section 7.3 – Holiday Pay**

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

## **ARTICLE 8 – PERSONAL LEAVE**

- A. Employees shall be entitled to five (5) personal leave days with pay beginning with January 1 of each calendar year. All unused personal leave as of the end of the calendar year shall be forfeited if not used by March 31 of the next year. No employee shall be paid for unused personal leave.
- B. Two of the five personal days may only be taken after prior approval is obtained, and must be taken during University non-peak time. For all other personal leave days, prior approval is required when an employee intends to use personal leave for two (2) consecutive days or more. Approval shall not be unreasonably denied. Employees must notify the supervisor when using personal leave. Personal leave may be used for any purpose.
- C. New/Probationary employees will be entitled to personal leave on a pro-rated basis (2 days for the first 6 months; 3 days for the second 6 months) for a total of 5 days and shall be able to use personal days during the probationary period.

## **ARTICLE 9 – ANNUAL LEAVE**

### **Section 9.1 – Accrual of Annual Leave**

- A. Full-time employees shall accrue annual leave on the following basis:
  - 1. 1<sup>st</sup> to 6<sup>th</sup> month of employment, leave is earned but is not available for use;
  - 2. 7<sup>th</sup> month through 5<sup>th</sup> year of service – Ten (10) days;

3. 6<sup>th</sup> year through completion of the 10<sup>th</sup> year of service – Fifteen (15) days;
  4. 11<sup>th</sup> year through completion of the 20<sup>th</sup> year of service – Twenty (20) days; and
  5. Starting with the 21<sup>st</sup> year of service – Twenty-five (25) days.
- B. The amount will be pro-rated for part-time employees. Employees shall be allowed to take annual leave in increments up to two (2) weeks. With the approval of the Chief of Police or the designated supervisor, an employee may take up to three (3) weeks of annual leave if it does not impede the operation of the unit.

### **Section 9.2 – Approval**

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

### **Section 9.3 – Accumulated Annual Leave**

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

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

#### **Section 9.4 – Payment Upon Separation**

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

### **ARTICLE 10 – SICK LEAVE**

#### **Section 10.1 – General**

- A. Sick leave is paid leave granted to UPOs in an effort to provide some protection against the loss of earnings due to absences for health and related reasons.
- B. A full-time UPO shall earn sick leave at the rate of fifteen (15) workdays per year. UPOs who are appointed at least 50% of the time shall earn sick leave on a prorated basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), Advanced Sick Leave, Extended Sick Leave, leave granted through the Leave Reserve Fund, or unpaid Family and Medical Leave.
- D. A UPO may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. The University may require verification of such illness, injury or disability.
- E. Sick leave shall be granted by the Chief of Police or designee when a UPO is absent because of:
  - 1. Illness, injury, or disability;
  - 2. A pre-scheduled and approved or emergency medical appointment, examination or treatment for the UPO with an accredited, licensed or certified medical provider listed in Section 10.3(c) of this Article that cannot be scheduled during non-work hours.

3. Illness or injury in the UPO's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section 10.3(c) of this Article that cannot be scheduled during non-work hours.
  - (a) Immediate family as used in this Section of the Article shall mean a spouse, child, stepchild, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law or legal dependent of the UPO regardless of residence.
  - (b) Up to fifteen (15) days of accrued sick leave shall be granted by the Department during any one (1) calendar year for medical care of a family member.
4. Death of a Relative
  - (a) For the death of a close relative, the University shall grant the use of up to three (3) days of accrued sick leave. If the death of a close relative requires an UPO to travel requiring staying away from home overnight, upon request, the University or designee shall grant the use of up to a maximum of five (5) days of accrued sick leave for this purpose.
  - (b) Close relative as used in this Section of this Article shall mean a spouse, child, step-child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the UPO or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law or other relative who permanently resides in the UPO's household.
  - (c) The University shall grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the UPO's aunt, uncle, nephew or his/her spouse's aunt, uncle, niece, or nephew.
5. Pregnancy-related disabilities, childbirth, and immediate recovery there from:
  - (a) A female UPO may request the use of accrued sick leave for any period of time related to temporary disability during pregnancy or related to childbirth and immediate physical recovery there from.
  - (b) A female UPO, planning to request the use of sick leave for the purposes listed in this Subsection, shall be governed by the provisions of this article.

- (c) The UPO shall keep the department informed of any changes to her condition, which affect the length of time that she would need to be away from work.
- 6. Birth of a child or placement of a child with the UPO for adoption.
  - (a) Up to a maximum of thirty (30) days of accrued sick leave may be used to care for a child immediately following the birth of a child or placement of the child with the UPO for adoption. In the case of an adopted child, sick leave is only available in connection with a formal adoption and shall be granted only if the UPO making the request is the person having primary responsibility for furnishing the care and nurture of the adoptee. In the event that both parents are BSU UPOs, sick leave to care for the child as provided under this Section is available for only one parent.
  - (b) The department or Office of Human Resources shall grant the UPO's request if the UPO has furnished satisfactory documentation of the birth of the UPO's child or an agreement of placement for adoption.
- F. A UPO who returns to regular BSU service within three years of separation shall have the unused sick leave earned during the prior service restored provided the UPO returns to a position eligible to earn sick leave.

#### **Section 10.2 – Directed Use of Sick Leave/Medical Examinations**

- A. The University may direct a UPO to use accrued sick leave if it is determined that the UPO is unable to perform the responsibilities of his/her position due to illness, injury or disability.
- B. While in either active work status or on any type of employee-related sick leave, a UPO may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty as directed by the University to ascertain whether the UPO is able to regularly and routinely perform the responsibilities of his/her position.
  - 1. If the examination is conducted by a physician selected by BSU, the institution shall bear the cost of such medical examination. The UPO may, however, see his/her own physician at the UPO's own cost.
  - 2. If the examination(s) reveal that a UPO is unable to regularly or routinely perform the responsibilities of his/her position, action may be taken by the University in

accordance with policies on voluntary separation, termination, reasonable accommodation, and modified duty or disability retirement, if applicable.

3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the UPO's personal health provider and the physician selected by Bowie State University, the Office of Human Resources may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the UPO's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the expense of such shall be borne by Bowie State University. The decision of the Office of Human Resources is final subject to the UPO's right to appeal.

### **Section 10.3 – Verification of Absences Charged to Sick Leave**

- A. In order to assure medical attention for a UPO or to prevent the abuse of sick leave usage, the University may require a UPO to submit verification of the use of accrued sick leave, advanced or extended sick leave. Excessive use of sick leave can be defined as a consistent pattern of unscheduled absences, which has a negative impact on the UPO's ability to accomplish work tasks (e.g. more than five (5) occurrences within a six month period). Verification of leave shall be required after the UPO uses five (5) or more consecutive days of sick leave.
- B. Verification may include without limitation:
  1. A written statement from the medical provider (as listed in Section 10.3(C) of this Article) indicating that the UPO is required to be absent from work due to illness. The statement shall include:
    - a. The duration of absence from work;
    - b. Prognosis of UPO's ability to return to work; and
    - c. Title and original signature of an accredited, licensed or certified medical provider.
  2. Any other information necessary to verify that the UPO's use of sick leave is in accordance with this Article.

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

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

#### **Section 10.4 – Advanced Sick Leave**

A. A UPO who sustains a temporary, recoverable illness, injury, or serious disability may request advance use of sick leave subject to the following four conditions. The UPO shall:

1. Have completed six (6) months of continuous BSU service;
2. Have completed an original probationary period, if applicable;
3. Have exhausted all other types of accrued leave; and
4. Have a satisfactory record of sick leave usage and work performance.

B. Advanced sick leave shall not be unduly denied.

C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the UPO has been granted Accident Leave or temporary total disability benefits by the Workers' Compensation Commission.

D. Written requests for advanced sick leave shall be submitted to the University and shall be supported by written verification by an accredited, licensed, or certified medical provider as outlined in Section 10.3(C) of this Article.

E. Sick leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year.

- F. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the UPO's return to work or upon the UPO's separation from employment, whichever is earlier. Upon return to work, the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave is earned. A UPO may elect to pay back advanced sick leave by applying any earned leave or reimbursing Bowie State University with cash.
- G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned.
- H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the UPO's continued absence arising from the original illness, injury or disability.
- I. The University may refer a UPO who is on advanced sick leave as follows:
  - 1. The UPO may be referred to a Bowie State University named physician for periodic examinations to determine the nature and extent of the illness, the UPO's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
  - 2. If there is a conflict between the UPO's physician and the BSU named physician, the provisions of Section 10.2(B)(3) of this Article shall apply.

#### **Section 10.5 – Extended Sick Leave**

- A. A UPO who sustains a temporary, recoverable illness, injury or serious disability may request extended sick leave, subject to the three following conditions. The UPO shall:
  - 1. Have been in BSU and/or State service for at least five years;
  - 2. Have exhausted all types of accrued leave and advanced sick leave; and
  - 3. Have a satisfactory record of sick leave usage and work performance.
- B. Requests for Extended Sick Leave shall not be unduly denied.
- C. The maximum cumulative total of extended sick leave available to a UPO while in BSU or State service is twelve (12) months (52 work weeks).

- D. Annual, sick and holiday leave accrued, and personal leave credited while on extended sick leave shall be applied as earned/credited.
- E. Written requests for extended leave shall be submitted to the University and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Section 10.3(C) of this Article.
- F. The University may refer a UPO who is on extended sick leave as follows:
  - 1. The UPO may be referred to a BSU institution-named physician for periodic examinations to determine the nature and extent of the illness, the UPO's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
  - 2. If there is a conflict between the UPO's physician and the BSU-named physician, the provisions of Section 10.2(B)(3) of this Article shall apply.

#### **Section 10.6 – Notifications concerning Sick Leave**

- A. A UPO shall notify the Shift Commander no less than one (1) hour prior to the time the UPO is to report for his/her next tour-of-duty, assignment, or detail if he/she is unable to report to duty because of illness or injury.
- B. In the event the Shift Commander cannot be reached:
  - 1. The UPO shall notify the police dispatcher or the person working desk duty that he/she is sick or injured;
  - 2. The person receiving the notification shall record the appropriate information in the journal and personally notify the Shift Commander.
- C. In the event that a UPO reports to work and then gets sick, the UPO shall:
  - 1. Advise his/her immediate supervisor;
  - 2. Receive confirmation from the supervisor before going off-duty and leaving campus; and
  - 3. This sick leave incident shall be recorded in the appropriate journal in the police communications office.
- D. If the immediate supervisor cannot be reached, the UPO shall:
  - 1. Advise the next ranking person in charge that he/she cannot continue to work because of illness; and

2. The person in charge shall place in the journal, the time and date, and note that he/she reported off-duty and left campus due to illness.
- E. UPOs reporting back from sick leave shall notify the Shift Commander of their return at least one (1) hour before reporting in for duty.
- F. UPOs who sustain an injury in the line-of-duty shall promptly notify, or cause to be notified, their supervisor.

## **ARTICLE 11 – ACCIDENT LEAVE**

### **Section 11.1 – Compensation and Eligibility**

- A. An employee who is injured while at work and is unable to return to work as a result of the accident shall be eligible to receive up to six months of accident leave. Accident leave may be granted for up to an additional six (6) months if a physician selected by the University certifies that the employee continues to be disabled. For an employee to be eligible to receive accident leave, the following criteria must be met:
  1. The injury is within the guidelines of the Maryland Workers' Compensation Act.
  2. The employee reports the injury as soon as reasonably possible to his or her supervisor (The employee's supervisor is responsible for submitting a report of the accident to the University within twenty-four (24) hours following the injury).
  3. Within three (3) workdays of the injury, a physician must examine the employee and certify that the employee is disabled.

### **Section 11.2 – Periodic Examinations**

The University through the Chief of Police or his designee may require an employee on work related accident leave to be examined periodically, but no more than once every three (3) months by a physician selected or accepted by the University to determine the employee's progress and the length of time necessary for the employee's recovery.

### **Section 11.3 – Compensation and Benefits**

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

#### **Section 11.4 – Workers’ Compensation Benefits**

An employee has the right to file a claim with the Workers’ Compensation Commission, and shall be notified by his/her supervisor of the right to file a Workers’ Compensation claim.

#### **Section 11.5 – Subrogation**

- A. If someone other than the employee of the University causes the injury for which work-related accident leave is taken, the University, as subrogate and employer, after giving written notice to the employee, is subrogated to the rights of the employee to the extent of any compensation paid or owed under this Section, for any compensation to which the employee is eligible from the responsible third party which was/is explicitly designated as compensation for lost wages and explicitly for the time period for which the employee received accident leave.
- B. The University, in its own name and for its own benefit, may bring an action or join in an action if:
  - 1. Within ninety (90) days after the employee receives notice from the State under the above Section the employee fails to:
    - (a) Enforce the claim against the person causing the injury; or
    - (b) Give written notice to the University notice of intent to do so;
  - 2. Within a reasonable time after the University’s notice of intent to enforce the claim against the person causing the injury, the employee fails to take action to enforce the claim.
- C. An action brought by the University under this Section is not a bar to any other claim related to the injury.

### **ARTICLE 12 – FAMILY AND MEDICAL LEAVE**

The parties hereby agree to adopt the policy as stated in the University System of Maryland Section VII – 7.50 (amended by the Board of Regents June 18, 2010, a copy of which is attached as an Appendix to this Agreement).

- A. An employee shall be eligible for a minimum of twelve (12) weeks of unpaid leave during a twelve (12) month period in accordance with the Family and Medical Leave Act (FMLA) of 1993. The following guidelines are observed in granting family and medical leave:

1. The employee has at least twelve (12) months of service with USM or the State of Maryland and has worked at least one thousand and forty (1,040) hours during the last twelve (12) months.
  2. Reasons for which the leave may be used include the birth or adoption of the employee's child; care of one's own child or foster child under fourteen (14) years of age; health care for the employee's parent, spouse, child or legal dependent; the serious health condition of the employee, and/or the need to take care of a covered service member's serious injury or illness; and the qualifying exigencies arising out of military active duty and call-up.
  3. Unless an emergency situation exists, an employee shall give his/her supervisor at least thirty (30) calendar days prior notice and provide documentation of the need for the leave. The Office of Human Resources or designee must review and approve all family and medical leave requests.
  4. The employee may continue to receive health benefits while on leave and is responsible for his/her share of the premium only. Service credits and other leave benefits do not accrue while the employee is on family and medical leave.
  5. Upon return to work the employee's former position or equivalent shall be restored with pay, benefits, and terms and conditions of employment that he/she enjoyed immediately prior to taking family and medical leave.
- B. If the employee does not return to work, the portion of the health insurance premium paid by the employer stops and the University shall recover any employer premiums already paid. The University may not require an employee to utilize FMLA leave for unrelated illnesses of five (5) days or less.

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

The parties hereby agree to adopt the policy as stated in the University System of Maryland, Section VII-7.12 I-X (Approved by the board of Regents, May 1, 1992; amended November 12, 1993), a copy of which is attached in the Appendix to this Agreement.

## **ARTICLE 14 – ADMINISTRATIVE LEAVE**

### **Section 14.1 – Administrative Leave Granted Under Holiday Schedule**

In addition to holidays, employees shall receive a minimum of three (3) administrative leave days per year to be scheduled and taken subject to staffing needs. These days are to be requested and approved in advance of use. The three (3) administrative leave days are in addition to any administrative leave provided in Article 4, Section 4.4 for participation in Union Activities. Management must allow employees to take administrative leave under this Section no later than March 31<sup>st</sup> of the next calendar year.

### **Section 14.2 – Administrative Leave under Emergency Conditions**

In the event that special circumstances arise which require the University to declare an administrative leave day or partial administrative leave day, such leave shall be granted to all employees. Such special circumstances include, but are not limited to, weather conditions or emergency situations. In the event that an employee is required to work on a day when administrative leave has been declared, that employee shall be paid at the rate of double time.

## **ARTICLE 15 – MILITARY LEAVE**

### **Section 15.1 – General**

Except as otherwise provided herein, an employee who is a member of the organized militia – Army, Navy, Air Force, Marine or Coast Guard Reserve shall be entitled to a leave of absence for military training for a period not to exceed fifteen (15) work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charged any accrued leave (annual or sick leave).

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

The parties agree to follow the policy of the USM Board of Regents, a copy of which is attached in the Appendix to this Agreement.

## **ARTICLE 16 – WAGES**

### **Section 16.1 – Limited Merit Pay Adjustment and COLA Reopeners FY 2013 and FY 2014**

This MOU is subject to reopening for the sole purpose of negotiating an agreement as to what Merit Pay adjustment, if any, and what COLA, if any, and what funding conditions and

requirements for both items shall be included in the Bowie State University budget request submitted to the University System of Maryland for fiscal years 2013 and 2014 respectively. Subject to approval and funding by the General Assembly and controlling directions or restrictions imposed by the Governor or General Assembly, COLA and/or Merit Pay adjustments for FY 2013 and/or FY 2014 agreed upon by BSU and the MCEA subject to the provisions of this Section shall be incorporated into this MOU.

#### **Section 16.2 – Acting Capacity Pay**

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

#### **Section 16.3 – Field Training Officer and Certified Training Instructors**

Officers designated as a *certified* Training Instructor by the *Maryland Police Training Commission (MPTC)* shall receive additional compensation of \$1.50 per hour for all hours worked while actually performing the duties as mandated by the MPTC Program. In order for a bargaining unit employee to be eligible to be assigned by the University into this position, the UPO must have completed the mandated certification training program. The Chief of Police or his/her designee shall have the sole right to designate when an officer is to serve as a Training Instructor.

## **ARTICLE 17 – PERFORMANCE EVALUATIONS**

### **Section 17.1 – Performance Ratings**

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

### **Section 17.2 – Mid-year Performance Appraisal**

- A. The supervisor should prepare a written mid-year performance appraisal six (6) months after the beginning of the current rating period. If the employee's performance deteriorates during the current rating period, the supervisor must conduct a mid-year appraisal. If a mid-year performance appraisal is conducted, the supervisor must meet to discuss the mid-year appraisal with the employee and will document in writing the results of the appraisal and will include in that documentation:
1. Any modification made to the employee's job description;

2. Specific tasks and standards established by the employee and the supervisor, which will assist the employee in accomplishing his/her overall objectives for the next appraisal period;
3. Any training needs established.

### **Section 17.3 – Annual Appraisal**

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

### **Section 17.4 – Performance Evaluation Salary Increase**

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

## **ARTICLE 18 – TRANSPORTATION EXPENSES**

Employees, directed by the University to travel for official University business, will be provided a vehicle by the University, depending upon vehicle availability. When circumstances

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

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

### **Section 19.1 – Duty Safe Work Environment**

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

### **Section 19.2 – Unsafe Work Conditions**

When a UPO is confronted with a situation that he or she deems dangerous based on their police training, the officer may choose not to expose him or herself to those conditions. However, the UPO is required to call for help and help secure the scene once assistance arrives. If it is determined by an independent review board that the officer's actions were not justified in the situation based on objective standards, discipline may result subject to the Law Enforcement Officer's Bill of Rights. However, the board itself cannot discipline the UPO or recommend discipline. The independent review board shall be appointed by the Department and shall consist of two (2) UPOs from Bowie State University, at least one of whom shall be of the same rank as the officer, one (1) UPO from another university Police Department, one faculty member, and one staff member from Bowie State University. The seated Board will elect the Board's chair.

### **Section 19.3 – Personal Protective Clothing and Equipment**

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

### **Section 19.4 – Workplace Violence**

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

## **Section 19.5 – Workplace Safety Task Force**

The Department shall create a Workplace Safety Task Force consisting of an equal number of representatives from the department, employees from the bargaining unit, and representatives of the Union. The purpose of this task force, which shall meet quarterly, is for the employees to address workplace safety concerns and propose to the department solutions and suggestions to greater improve the safety of all employees within the unit. The department agrees that employee recommendations shall be seriously considered and implemented, unless legitimate reasons prohibit such. The employees and the Union may challenge the department's failure to implement recommendations through the grievance process. Employees who serve on the Workplace Safety Task Force are entitled to compensation for their participation, to be paid at the regular hourly rate.

## **ARTICLE 20 – PERSONNEL FILE**

- A. There shall be one (1) official personnel file for each employee, which shall be confidentially maintained in the Office of Human Resources. Each employee, individually or through his or her designated representative shall be permitted to make one copy of any document(s) from his/her personnel file. Employees shall have the right to know of any and all information which is placed in his/her personnel file, and any derogatory or negative material shall be initialed and dated by the employee to acknowledge that he/she was provided a copy of the document in question. The employee's initials indicate only that he or she received a copy of the document, and shall not be construed as consent to its content. Copies of any and all grievances, and/or supporting documentation shall not be kept in the employee's official personnel file.
- B. Employees shall have the right to respond in writing and/or through the grievance procedure to any derogatory or negative documentation placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document, provided the employee identifies in writing the appropriate document.
- C. Any and all outside inquiries regarding an employee's status or requests for references shall be directed to the Department, and all responses to such inquiries shall be made only through the Department.

- D. After twelve (12) months without any further disciplinary action and upon the written request of the employee, counseling session memos and verbal warnings shall be expunged from the employee's official personnel file.

## **ARTICLE 21 – PROBATION**

### **Section 21.1 – Purpose and Applicability**

The purpose of this Article is to establish the principles under which bargaining unit employees shall serve a trial period at work in order to demonstrate their ability to perform the duties and fulfill the responsibilities of their positions. This Article applies to all regular appointments to sworn police officers.

### **Section 21.2 – Definitions**

The following terms and definitions shall apply for purposes of this article:

- A. Probationary Period: a trial period of work in a job class.
- B. Original Probationary Period: a trial period of work following original appointment to a sworn police officer position.
- C. Status Change Probationary Period: a trial period of work as a result of reinstatement or reclassification/transfer (promotional, lateral, or a demotion).

### **Section 21.3 – Length of Probationary Period**

- A. Original and status change probationary periods shall be one (1) year for sworn police officers.
- B. The Chief of Police with the approval of the Vice President of Student Affairs and upon request by the immediate supervisor may extend an original or status change probationary period an additional six (6) months.
- C. A regular employee who previously served as a contingent employee in the same position without a break in service will have the time spent as a contingent employee applied towards completion of the probationary period. However, upon request by the immediate supervisor, the Chief of Police, with the approval of the Vice President of Student Affairs, may require a probationary period of six (6) months regardless of the time spent in the position. In accordance with paragraph B above, the probationary period may be extended an additional six (6) months.

## **Section 21.4 – Rejection during Probationary Period**

### **A. Original Probationary Period**

1. The Vice President of Student Affairs, with recommendations from the Chief of Police and/or the immediate supervisor, as appropriate, may separate an employee on an original probationary period without reason at any time. Such Notice of Separation must be discussed with the Senior Director of Human Resources prior to giving notification to the employee.
2. Two weeks written notice prior to the expiration date of the probationary period shall be provided to an employee who is rejected on original probation.
3. The written notice shall advise the employee of the right to appeal the rejection to the President of Bowie State University or designee.

### **B. Status Change Probationary Period**

1. The Vice President of Student Affairs, with recommendations from the Chief of Police and/or the immediate supervisor, as appropriate, may separate an employee on status change probation for cause. Such Notice of Separation must be discussed with the Senior Director of Human Resources prior to giving notification to the employee.
2. The Chief of Police, with the approval of the Vice President of Student Affairs, shall provide to the employee and the Senior Director of Human Resources written notice of the rejection at least thirty (30) calendar days prior to the end of the probationary period. The notice shall state the reasons for and an effective date of rejection and shall advise the employee of the right to appeal.
3. An employee whose job class has been changed as a result of a promotion and is rejected during a status change probationary period shall be restored to his/her former position if it is vacant or held by a temporary employee.

### **C. Exception to Period of Notice**

The period of notice for original and status change rejection on probationary period may be shortened as necessary in the event of the employee's incompetence or gross misconduct which jeopardizes essential services.

### **D. Merit While on Probation**

Merit shall not be granted during original probationary periods.

## **Section 21.5 – Appeal of Rejection on Probationary Period**

### **A. Original Probationary Period**

1. An employee who is rejected on an original probation may within five (5) working days file a written request with the Senior Director of Human Resources - for a hearing at Step Two (2) of the grievance procedure, as provided for in Article 25 – Grievances. The appeal is limited to the procedural and legal basis for the rejection. Rejection for cause is not required in the case of an employee rejected on original probation.
2. Within twenty (20) working days, if possible, after receipt of the request, the University President or designee shall conduct a hearing. Within fifteen (15) working days following the conclusion of the hearing, a final written decision shall be rendered to the employee.

### **B. Status Change Probationary Period**

1. An employee rejected during a status change probationary period may appeal within five (5) working days by filing a written notice of rejection.
2. An employee who is rejected on status change probation as defined in this policy and for whom no vacancy in the former classification is available may, within five (5) working days of receipt of the recommendation of the appointing authority to reject, appeal to the Senior Director of Human Resources and request an investigation of the proposed rejection.
3. Within twenty (20) working days, if possible, after receipt, the University President or designee shall complete an investigation of the recommended rejection. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee.
4. If the rejection is upheld, Step three (3) of the grievance procedure, as provided in Article 25 Grievance, is available to the rejected employee. The appeal shall be submitted within ten (10) working days after the receipt of the University's written decision.
5. The appointing authority bears the responsibility for preparing the justification when there is a rejection on probation of an employee who has satisfactorily

completed an original probation and is serving status change probation, except as defined in this policy.

#### **Section 21.6 – USM Police Officers Length of Probationary Period**

Original and status change probationary periods for USM Police Officer job classes shall be for one (1) year following completion of mandated training approved by the Maryland Police and Correctional Training Commission.

#### **Section 21.7 – Persons not Subject to Probation**

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

### **ARTICLE 22 – JOB DESCRIPTIONS**

#### **Section 22.1 – General**

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

## **Section 22.2 – Communication Functions**

Upon completion of the probationary period, a UPO may, in emergency situations, be required or assigned to perform the duties of a police communications officer, including, but not limited to, responding to calls operating the switchboard or communications desk. Employees may not be scheduled to work the switchboard or communications desk for more than one (1) hour per shift, unless on light duty.

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

### **Section 23.1 – Accreditation, Licensure or Certification**

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

### **Section 23.2 – New Hires**

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

### **Section 23.3 – Training**

- A. Employees may be permitted and encouraged by the University to participate in training and other educational activities.
- B. In addition to mandatory annual in-service and firearms training, employees may be permitted to participate in voluntary training programs held outside the University, and shall be permitted to enroll in a minimum of forty (40) hours of training per calendar year.

- C. Whenever employees participate in required training programs, they will be given time off from work with pay to attend such programs.
- D. Travel time in excess of the employee's normal, round trip commute, and documented expenses associated with participation in the training, will be reimbursed by the University according to Maryland state travel regulations.
- E. The cost of such training will be paid by the University. In order to promote consistency, training shall normally be conducted at a facility within Prince George's County. However, with the approval of the Chief of Police or his/her designee, training may be approved at other training sites.
- F. When an employee is scheduled for a training event, the training serves as a duty day.
- G. An officer may not be scheduled to work a shift immediately before or after the training event, unless he or she voluntarily agrees to do it.

## **ARTICLE 24 – DISCIPLINE**

### **Section 24.1 – General**

- A. All employee discipline and investigation shall be governed by and the employees shall maintain the full protection of the Law Enforcement Officers Bill of Rights ("LEOBR"), Annotated Code of Maryland, Public Safety Article, Section 3-101 et. seq. (2003) with the following modification:
  - 1. The employee shall be notified by the University, in writing, that the employee may elect either an "Administrative hearing board" as defined in the LEOBR, or may elect an alternate hearing board as follows:
    - a. The alternative hearing board shall consist of three (3) members, one (1) of whom will be selected as per item B below, and the other two (2) shall be selected by the Chief, however, one (1) of the two selected by the Chief must be an officer of the same rank as the employee facing disciplinary action.
    - b. The employees shall, on an annual basis, select three (3) officers who shall serve as employee representatives for hearing boards. At such time as a hearing board is convened, one (1) of the elected employee representatives shall be assigned, on a rotating basis, to be a member of the hearing board. In the event that the officer to be assigned to the hearing board had a part in the

investigation or interrogation of the employee about whom the hearing board is convened, that officer shall be passed over and the next officer on the list assigned to the hearing board.

- B. The employee about whom a hearing board is convened may object, for cause, to the assignment of any member of the hearing board. A ruling on the employee's challenge to the hearing board member shall be made by the remaining hearing board members. An employee who is currently being disciplined may not serve on a trial board.
- C. The parties further recognize, agree, and understand that the procedures set forth in the LEOBR are the sole and exclusive procedures for resolving matters subject to the LEOBR and no aspect of any matter subject to the LEOBR is subject to the grievance procedures contained in Article 25 of this Agreement. The discipline of probationary employees shall continue to be governed by applicable Board of Regents policies except in instances of alleged brutality, which are subject to LEOBR, Md. Annotated Code, Public Safety Article, §3-101(e)(2)(iv) and 3-104 (2003).

## **ARTICLE 25 – GRIEVANCES**

### **Section 25.1 – General**

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

### **Section 25.2 – Definitions**

- A. *In general* – In this Article, the following words have the meanings indicated.
- B. *Day* – “Day” means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or mid-week days off.
- C. *Grievance* – “Grievance” means any cause of complaint arising between an employee

and his employer on a matter concerning, alleged discrimination, promotion, assignment , or interpretation of application of the University rules or departmental procedures over which the University management has control, or interpretation or application of a provision of this Agreement. If the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing not specifically addressed in this Agreement such is not a grievable issue.

### **Section 25.3 – Steps in Grievance Procedure**

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

1. **Step One** – Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within five (5) days after the receipt of the written grievance, a conference shall be held with the aggrieved or the employee's designated representative and within five (5) days after the conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

Both employee and department head or chairman or designee shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. Each department head or chairman or designee shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or the department head or chairman or designee feels the need for aid in arriving at a

solution, the campus personnel department may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the department head or chairman or designee and the employee from responsibility for resolving the problem.

2. **Step Two.** The appeal shall be submitted to the president of the University or the president's designated representative within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.
3. **Step Three.** In the case of any still unresolved grievance between an employee and the University, the aggrieved employee, after exhausting all available procedures provided by the University, may submit the grievance to either arbitration or to the Chancellor who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article. In either case, the appeal shall be submitted within 10 days after the receipt of any written decision pertaining to that grievance and issued by the constituent institution. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two parties. The arbitration award is advisory to the Chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The Chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all parties.

**B. Authority of Chancellor or administrative law judge.**

1. The Chancellor or administrative law judge, as appropriate, shall have the power to award back pay in any grievance, and the president of the University shall enforce such order. In any reclassification case in which the Chancellor or

administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one year prior to the initial filing of the grievance.

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

1. During any stage of a complaint, grievance, or other administrative or legal action that concerns State employment by a full-time or part-time employee, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of an institution solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.
2. An employee of the University may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.
3. An employee who violates the provisions of this Subsection is subject to disciplinary action, including termination of employment.

**25.4 - Miscellaneous Provisions**

- A. In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- B. Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted to UPO witnesses scheduled to work during the grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- C. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three (3) employees selected by and from the group may be excused from work to attend

a grievance meeting called by the responsible administrator at step one and not more than five (5) employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.

- D. Employee complaint forms shall be available in the Office of Human Resources. The University form shall be used.
- E. An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- F. A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
- G. A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the Office of Human Resources which shall be available to the employee or the employee's representative.
- H. At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
- I. A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- J. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- K. It is the responsibility of each party involved in the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.
- L. A grievance may start with a complaint or request by a permanent or temporary employee.
- M. An employee may be represented at every step of the grievance procedure by a party or organizational representative.

- N. An employee shall receive a copy of this grievance procedure upon employment at the University.
- O. Both parties shall make an effort to resolve the grievance at the lowest possible level.
- P. All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
- Q. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
- R. Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- S. Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

#### **25.5 - Sovereign Immunity; Satisfaction of Awards**

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

## **Section 25.6 - Employer/Union Disputes**

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

## **ARTICLE 26 - JURY SERVICE**

An employee who is selected for jury duty shall notify the immediate supervisor of this selection within 48 hours of receiving notice of jury duty. An employee regardless of shift assignment who is on jury duty shall be permitted to be absent without loss of pay or charge to any leave for the day (s) of jury service. Upon request, the employee shall be responsible for providing documentation, which verifies attendance. If, after reporting for jury duty, it is determined that the individual's services are not required and the individual is dismissed for the day, then the individual is required to return to the job.

## **ARTICLE 27- SENIORITY**

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

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

during the time the employee is on such leave.

### **Section 27.2 - Seniority Following Reinstatement**

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

### **Section 27.3 - Super Seniority-MCEA Chapter President**

- A. The Chapter President of MCEA Chapter 047 shall serve as the designated representative of the bargaining unit and shall hold super seniority over any other employee in his or her classification.
- B. The Chapter President shall serve a one-year term and shall be eligible for re-election annually.
- C. Super seniority shall not afford said employee protection from termination for cause (i.e., poor performance, moral turpitude, insubordination, and criminal offenses), promotional advantage over other employees or any other privilege typically afforded by seniority, except that it shall protect him or her from a reduction in force during the term of his or her office.
- D. In the event of a reduction in force during the term of the Chapter President, if, using the established formula for seniority, the Chapter President would have been laid off, the Chapter President is protected for the balance of the term.
- E. The Union will provide notification to the employees of the super seniority provision of this Article prior to each election.

## **ARTICLE 28 - RANK STRUCTURE**

- A. UPO I-VIII is the classification nomenclature for sworn police officers. In recognition of existing practice and to add clarity to the existing chain of command, the University will permit the below listed equivalencies to be used for internal purpose only.
  - 1. UPO I- Probationary Officer
  - 2. UPO II-Private First Class
  - 3. UPO III- Corporal

4. UPO IV- Sergeant
  5. UPO V- Lieutenant
  6. UPO VI-Captain
  7. UPO VII- Major
  8. UPO VIII- Colonel
  9. Director/Chief
- B. The University will provide appropriate insignia for the identification of the employees in each specific rank within the bargaining unit, and the employees will be identified for all internal purposes according to the above rank structure equivalencies.
- C. The University reserves the right to make changes to any of the aforementioned UPO/Ranks that are excluded from the bargaining unit. Bargaining unit employees shall not conduct internal investigations on other bargaining unit employees.

## **ARTICLE 29 - INSURANCE AND BENEFITS**

### **Section 29.1 - Benefit Programs**

- A. Employees covered by this Agreement who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as established for other University and State employees.
1. Savings Bond Program
  2. Life Insurance
  3. Health Care Program
  4. Long Term Disability
  5. Long Term Care
  6. Health and Dependent Spending Accounts
  7. Pension System for Law Enforcement Officer's of the State of Maryland/Maryland State Retirement System (as applicable)
  8. Deferred Compensation Plan
  9. Tax Deferred Annuity Plan

10. Personal Accidental Death and Dismemberment

11. Prescription Drug Plan

### **Section 29.2 - Open Enrollment**

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

## **ARTICLE 30-EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### **Section 30.1- General**

The State of Maryland through Bowie State University provides this confidential service to help BSU employees who face personal matters that adversely affect their lives and/or job performance. Participation in the program is totally voluntary. Supervisors are encouraged to officially refer employees to EAP when a performance and/or behavioral problem have been identified. The employee will be scheduled for an initial assessment with an EAP provider. It should be noted that the initial EAP assessment is considered work-time and no fee or leave will be charged to the employee. However, if treatment is recommended after this session and the employee agrees to attend, a co-payment is required and the employee must use accrued leave for these visits.

### **Section 30.2 - Referrals**

Since the EAP accepts management referral only, all employees are encouraged to contact their health care provider directly for assistance. Employees may utilize the EAP as resource to refer them to organizations that offer the appropriate service.

### **Section 30.3 - Domestic Violence Issues**

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

### **Section 30.4 - Confidentiality**

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

### **Section 30.5 - State Contractor**

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

### **Section 30.6 - Form for Referrals**

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

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

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

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

## **ARTICLE 32-WORK FACILITIES**

### **Section 32.1 - University Police Station**

The University Police Department shall be a secured controlled access area. The University will paint, carpet, and replace furniture and mini-blinds in the existing facility. The

University will also explore further modifications to the existing facility as outlined in Section 32.1-32.6.

#### **Section 32.2 - Detention Areas**

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

#### **Section 32.3 - Interview Area**

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

#### **Section 32.4 - Locker Rooms**

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

#### **Section 32.5 - Parking Facility**

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

#### **Section 32.6 – Facilities Labor/Management Committee**

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

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

#### **Section 33.1-Uniforms**

A. Each new employee shall be issued by the University and at no cost to the employee the following:

1. 3 short sleeved uniform shirts
2. 3 pairs dress slacks

3. 3 long sleeved (winter) uniform shirts
  4. 1 straw hat
  5. 1 navy blue arctic foul weather hat
  6. 1 navy blue felt hat
  7. 1 uniform jacket
  8. 1 pair of shoes or boots
  9. 1 nylon jacket
  10. 1 uniform blouse jacket
- B. The University shall provide each UPO effective July 1, 2012 an \$800 clothing allowance (including shoes). This allowance will cover the replacement and cleaning of all required uniform items as stated in this Article. The bargaining unit members will receive their clothing allowance in two installments in the amount of \$400 each, beginning on July 1, 2012 and January 1, 2013 and for each consecutive July and January throughout the life of this agreement.

### **Section 33.2-Equipment**

- A. Each employee shall receive a one-time issue of the following equipment/insignia upon initial employment with the University.
1. Collar insignia (2)
  2. Right pocket name tag
  3. 2 badges
  4. 1 gold plated whistle and chain
  5. Duty belt
  6. 1 berretta 40 caliber weapon
  7. Gun holster
  8. 3 magazines of 40 caliber
  9. Magazine carrying case
  10. ASP
  11. ASP black holder
  12. Rechargeable flashlight
  13. Flashlight holder
  14. OC spray

15. Black handcuff case
16. Handcuffs
17. Portable radio
18. Black radio case
19. Synthetic gloves
20. Black gloves case
21. 1 riot baton
22. Armor ballistic vest
23. Access to motor pool for gasoline

### **Section 33.3 - Personal appearance**

- A. Employees shall maintain a neat, clean and professional appearance at all times while on duty.
- B. All male police members shall:
  1. Have their hair neatly groomed on the crown and sides of the head, of such length and bulk as not to interfere with the proper wearing of any authorized uniform headgear and groomed in front so that it does not fall below the band of any headgear;
  2. Have their hair tapered on the back of the head down to the neck and tapered on the side, so that when combed it touches neither the ear nor collar;
  3. Wear sideburns (if desired) in a neatly trimmed and tapered manner of even width (not flared) not extending below the ear lobe and ending with a clean shave horizontal line;
  4. The University may not prohibit employees from wearing facial hair; however, the employee shall maintain any facial hair in a neat and well-trimmed fashion;
  5. Not wear wigs or hairpieces except to cover natural baldness or disfigurement and when worn, conforming to hair regulations.
- C. All female police members shall:
  1. Have their hair neatly groomed on the crown and sides of such length and bulk as not to interfere with proper wearing of any authorized uniform headgear and groomed in the front so that it does not fall below the band of any such headgear;
  2. Have their hair neatly groomed in back so that it does not lie over the collar. Female members may pin their hair up under headgear; and

3. Wear wigs, if desired, of natural hair color and of regulation length.
- D. Jewelry - While on duty, uniformed members shall only wear;
1. School rings
  2. Engagement and/or wedding rings
  3. A wrist watch
  4. Small gold, silver, or pearl earrings (females)
  5. Religious medallion
- E. Cosmetics: - While on duty, uniformed members shall:
1. Wear only make-up that is subdued and natural looking;
  2. Not wear dark or bright colored lipstick; and
  3. Have fingernails that are of a conservative length with natural or clear finish.

**Section 33.4 - Department Equipment {tc "                      Section 33.4 Department Equipment " \l 2}**

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

## **ARTICLE 34 - TUITION REMISSION**

Bowie State University agrees to maintain the current policy on tuition remission for sworn police officers and their dependents, which policy is set forth in and shall remain consistent with USM BOR policy, VII-4.10 Policy on Tuition Remission for Faculty and Staff, and USM BOR policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children, as amended on June 17, 2011, a full copy of both policies is attached in the Appendix to this Agreement.

## **ARTICLE 35 - LAYOFFS**

### **Section 35.1 - Management Rights**

- A. The University retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3 of State Personnel & Pensions Article of Maryland Annotated Code.
- B. The University retains the right to terminate employment because of lack of funds, lack of work, under conditions where the Employer determines continued work would be

inefficient or nonproductive, or for other legitimate reasons.

#### **Section 35.2 - General**

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

#### **Section 35.3 - Definitions{tc " Section 35.3 Definitions"}**

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

#### **Section 35.4 - Notification to Sworn Police Officers{tc " Section 35.4 Notification to Sworn Police Officers"}**

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

#### **Section 35.5 - Sequence of Layoff{tc " Section 35.5 Sequence of Layoff"}**

- A. The Department Head shall lay off sworn police officers who are serving an original probationary period, and who are in the classification in which the layoff is to occur, in accordance with Article 27-Seniority of this Agreement.
- B. The Department Head next shall lay off regular sworn police officers who have

completed an original probationary period, and who are in the classification in which the layoff is to occur, in order of seniority, with the sworn police officer having the lowest number of seniority points being laid off first.

- C. The Chancellor or designee shall maintain and make available a listing of classification by job series.
- D. The Chief Executive Officer or designee will notify the Chancellor of those sworn police officers who have been laid off.

**Section 35.6 - Displacement{tc " Section 35.6 Displacement"}**

- A. An election to exercise displacement rights must be made by giving written notice to the Senior Director of Human Resources within fifteen (15) days of the notice to the sworn police officer of the layoff.
- B. A sworn police officer in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another sworn police officer with the least seniority in the same job classification, or, if not available either,
  - 1. Progressively to each lower level classification in the same job series; or
  - 2. In any other job classification in which the sworn police officer held satisfactory regular status.
- C. The displacement as applied in (A) above, shall be limited to the department in which the sworn police officer is currently employed.
- D. A sworn police officer that elects not to displace another sworn police officer in accordance with Sections 35.6 and 35.7 of this Article shall be laid off.

**Section 35.7 - Certification{tc " Section 35.7 Certification"}**

- A. Home Institution. Sworn police officers that are designated to be laid off will receive notification of reinstatement procedures and will be certified to the BSU eligible list for the classification from which the layoff occurred and to any classification in the series or comparable occupational area as that from which the sworn police officer was laid off. The sworn police officer will be entitled to priority for appointment to vacancies in the classification in which the sworn police officer was laid off, any lower level classification in that job series, or any classification for which the sworn police officer has completed and original probationary period.
- B. Other USM Institutions. Sworn police officers that have been notified that they are to be

laid off must notify the Senior Director of Human Resources of their interest in being considered for positions at other USM institutions. The Senior Director shall provide the necessary information to the other USM institutions in which the sworn police officer has expressed an interest. The other USM institutions shall place such sworn police officers on the eligible list for classifications for which they are qualified, based on seniority points.

- C. A sworn police officer that is displaced under the provisions of Sections 35.6 and 35.7 of this Article is subject to the general provisions of this Article.
- D. Nothing in this Article shall be interpreted to prevent the layoff of a sworn police officer that files with the Department Head a written request to be laid off.
- E. Nothing in this Article shall allow a sworn officer the right to displace an exempt employee, or the right to reinstatement to an exempt position.

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

### **Section 36.1 - General**

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

### **Section 36.2 - Changes**

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

request bargaining and/or to submit proposals within the time limits imposed by this Agreement will result in acceptance of the University's change.

## **ARTICLE 37 - COURT APPEARANCES**

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

Exceptions:

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

## **ARTICLE 38 - ACCESS TO POLICIES**

- A. The University shall, at all times maintain two (2) binders which contain a full copy of all personnel policies and procedures, a full copy of the Law Enforcement Officers' Bill of Rights, and a copy of this Agreement. The binders shall be available to all employees for inspection upon request and shall be maintained in the following two (2) locations:
  - 1. Communications Room
  - 2. Sergeant's Office.
- B. In addition, the Union may provide a copy of the Agreement to newly hired Employees at their orientation.

## **ARTICLE 39 - SECONDARY EMPLOYMENT**

### **Section 39.1 - General**

- A. The nature of law enforcement work, with its considerable demands on mental and physical health necessitates that the BSUPD closely monitor the capabilities of all the members who engage in secondary employment. Service to the public and to the Bowie

State University community is of utmost importance to the police force. Therefore, to ensure that all members are both physically and mentally capable to perform all of the vital tasks for which they have been commissioned, this directive has been established.

- B. The privilege of a member of the BSUPD to engage in secondary employment may be rescinded upon review of the member's job performance, attendance, and/or punctuality.
- C. Secondary employment may not become additional full-time employment.
- D. An injury or illness arising from secondary employment, that is not a State job, is not compensable by the State. Members would have only personal or job insurance and State sick and vacation leave on which to rely for income while sick or injured. Serious illness or injury could result in becoming disqualified to resume duties as a BSUPD or State employee.

#### **Section 39.2 – Authorization**

- A. Approval to engage in secondary employment shall be obtained from the Chief of Police. Employees who are engaged in secondary employment without authorization from the department are subject to disciplinary action.
- B. A member shall not become actively engaged in secondary employment until he/she received written approval from the Chief of Police.
- C. A member out of his/her jurisdiction who is required to carry a handgun in secondary employment is required to obtain a handgun permit from the Maryland State Police.
- D. A member, whose secondary employment has been approved prior to the issuance of this order, shall submit a secondary employment request form no later than sixty (60) days from the effective date of this directive in order to retain permission to engage in secondary employment.
- E. Approved secondary employment shall be valid for a period of one (1) year from the date of approval.
- F. If a member owns a business or is in charge of hiring personnel, including department employees, in a secondary place of employment, he/she shall disclose this information in the notification of secondary employment.
- G. Secondary employment shall be limited to the place of employment and/or service to be performed as specified in the notification. If a change in secondary employment is desired, another notification shall be submitted.

### **Section 39.3 - Restrictions**

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

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

#### **Section 39.4 – Revocation/Termination**

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

### **ARTICLE 40 - UNIVERSITY FUNCTIONS/SPECIAL EVENTS**

The Bowie State University Sworn Police Officers shall have the first preference in signing up for special events that require security. Once the event is posted, the Bowie State University Police Officers will have four (4) days in which to volunteer for the event, unless in the case of an emergency, officers may receive less notice. If there are no volunteers within that period of time, the University may seek the assistance of external police officers hired from

Prince George's County Police, Maryland State Police or other Police agencies that can work within Prince George' County. While working on campus, all external police officers shall be clearly identified as law enforcement officers. External police officers work under the supervision of and at the direction of the University's Chief of Police or designee.

## **ARTICLE 41- OFF DUTY WEAPONS POLICY**

### **Section 41.1 - General**

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

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

### **Section 41.2 - Jurisdiction**

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

### **Section 41.3 - Safety**

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

### **Section 41.4 - Procedures**

- A. Members desiring to carry his or her personal weapon off-duty weapon shall:
  - 1. Submit Form 95 to the Chief requesting approval to carry an off-duty weapon.
  - 2. Submit the weapon and the weapon's holster for inspection by the Range Instructor who must be able to certify, on the proper form, that the weapon is in excellent working condition and that the holster is manufactured and designed for the specific firearm.

- B. If the weapon is not properly functional, it is the member's responsibility to bring it up to acceptable standards.
- C. If the holster is not manufactured or designed for the weapon, it is the member's responsibility to obtain the proper holster.
- D. The Range Instructor shall not certify the weapon or the holster until he/she is satisfied that the weapon is in excellent working order and that the holster is of the appropriate manufacture and design.

#### **Section 41.5 - Qualifications{tc " Section 41.5 " \ 2}**

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

#### **Section 41.6 - Ammunition**

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

#### **Section 41.7 - Notification**

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

#### **Section 41.8 - Department Issued Weapons**

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

#### **Section 41.9 - Alcohol/Drugs**

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

#### **Section 41.10 - Violations**

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

## **ARTICLE 42 – JOB CLASSIFICATION AND PROMOTIONAL OPPORTUNITIES**

A reclassification is an action when the job class to which a position is assigned is

changed by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level. Reclassification of a position may occur where a review of the position indicates a significant change in any of the following:

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

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

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

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

## **ARTICLE 43 -MISCELLANEOUS**

### **Section 43.1 - Preservation of Benefits**

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

### **Section 43.2 - Savings Clause**

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

### **Section 43.3 - Awards**

The University agrees that any monetary awards arising from a disciplinary appeal, grievance proceeding, or other personnel action under this Agreement will be paid to the

employee by the University within forty-five (45) days of the date of the order, decision, or award.

## **ARTICLE 44- DURATION**

### **Section 44.1 – Duration**

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application. This MOU expires at 11:59 p.m. on the day before its third anniversary date.

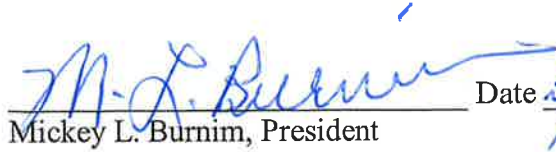
### **Section 44.2 – Renewal**

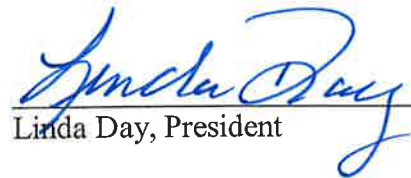
Should either party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other party at any time prior to the last twelve (12) month period of its duration. After notification is provided, the parties shall then commence negotiations for a successor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

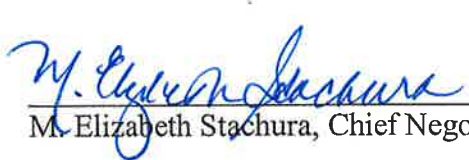
SIGNATURE PAGE

BOWIE STATE UNIVERSITY

MARYLAND CLASSIFIED EMPLOYEES  
ASSOCIATION, INC.

 Date 5/1/12  
Mickey L. Burnim, President

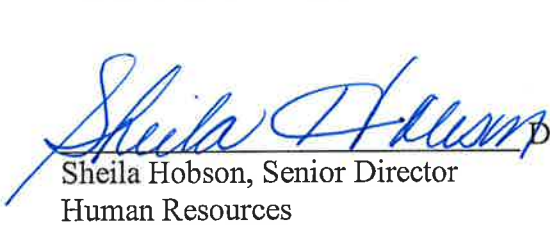
 Date 4/25/12  
Linda Day, President

 Date 4/25/12  
M. Elizabeth Stachura, Chief Negotiator

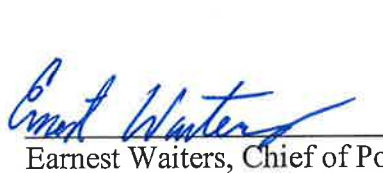
 Date 4/25/12  
Michael Keeney, Chief Negotiator

BSU MANAGEMENT  
BARGAINING TEAM

MCEA BARGAINING TEAM

 Date 4/25/12  
Sheila Hobson, Senior Director  
Human Resources

 Date 4/25/12  
Thomas Cuthbertson

 Date 7/25/12  
Earnest Waiters, Chief of Police

 Date 25 Apr 12  
Anina A. Brown

## **APPENDIX A**

### **VII – 7.50 - USM Policy on Family and Medical Leave**

VII - 7.50 - USM POLICY ON FAMILY AND MEDICAL LEAVE FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES

(Approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004, Amended June 18, 2010)

I. PURPOSE AND APPLICABILITY

The purpose of this policy is to implement the Family and Medical Leave Act of 1993 (FMLA), P.L. 103-3 and subsequent amendments to federal and state laws. This policy applies to all eligible University System of Maryland (USM) Exempt and Nonexempt Staff employees on Regular Status. Under certain circumstances it is the policy of the USM to provide eligible employees up to a maximum of twelve (12) weeks of unpaid leave during a twelve (12) month period for certain family and certain serious health condition reasons. Additionally, it applies to covered active duty (military) duty injury or illness and qualifying exigencies for covered active duty and call-up.

II. TERMS AND DEFINITIONS

The following terms and definitions shall apply for purposes of this policy:

- A. **Accrued Leave** - Earned and unused annual leave, certain holiday leave, sick leave available for use under the sick leave policy, compensatory leave, and unused personal leave.
- B. **Alternative Position** - A position to which an eligible employee may be temporarily reassigned during a period of intermittent Family and Medical (F&M) leave and/or working a reduced schedule. The alternative position shall have equivalent benefits and pay as the position from which the eligible employee was reassigned.
- C. **Care** - "to take care of" or "to care for". The term care is intended to be read broadly to include both physical and psychological care. The language applies to the period of inpatient care and home care as well.
- D. **Child (except for military F&M leave requests)** - A person who is the son or daughter of an eligible employee and who is under eighteen (18) years of age; or, eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability during the period of the serious illness. The son(s) and/or daughter(s) may be the biological, adopted, step or foster child(ren) of the eligible employee. The term "child" shall also include someone who is the legal ward of the eligible employee or someone for whom the eligible employee has provided sufficient, notarized affidavit(s) and proof of financial dependence that he/she is standing *in loco parentis*.
- E. **Covered Active Duty** - in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of a reserve component of the Armed Forces,

duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Section 101(a)(13)(B) of title 10, United States Code.

- F. **Covered Family Members of Covered Servicemembers (Military Leave Only)** - Care by an USM employee, for a Covered Servicemember who becomes ill or injured as a result of service in the military, who is a:

- Spouse; and/or
- Parent; and/or
- Child (including adult children); or
- if none of the above is available, the Next Of Kin.

- G. **Covered servicemember** -

- 1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

- H. **Eligible Employee** - An employee who has been employed for a total of at least twelve (12) months as a USM or a State of Maryland employee; and who has worked for at least one thousand and forty (1,040) hours during the twelve (12) month period immediately prior to the beginning date of the leave as a USM or State of Maryland employee. For part-time employees on at least a 50% basis, the minimum number of hours required for eligibility shall be prorated. For convenience, within the text of this policy the term "employee" instead of "eligible employee" shall be used.

- I. **Equivalent Position** - A position at the institution to which an employee may be restored upon the completion of the F&M leave. The equivalent position shall have equivalent benefits, pay, and other terms and conditions of employment as the position from which the employee took leave.

- J. **Exigency Leave** - There are eight different circumstances that will qualify as an "exigency" for military F&M leave:

1. Issues arising from a covered servicemember's short notice deployment [call to duty on seven (7) or fewer calendar days notice prior to the date of deployment] ;
2. Military events and related activities (official ceremonies, programs or events sponsored by the military), or family support or assistance programs and

informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty of a covered servicemember;

3. Childcare and related activities arising from the active duty or call to active duty status of a covered servicemember (including but not limited to arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attendance at certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty) of a covered military member;
4. Financial and legal arrangements (to make or update legal and/or financial arrangements for the covered servicemember's absence or act as his/her representative before a government agency);
5. Attending counseling provided by someone other than a health care provider for oneself, for the covered servicemember, or for a child of the covered servicemember, the need for which arose from the active duty or call to active duty of the covered servicemember;
6. Rest and recuperation leave of up to five (5) days to spend with a covered servicemember (for each instance of short-term temporary leave rest and recuperation during a deployment));
7. Attending Post-deployment activities (including arrival ceremonies, reintegration briefings and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered servicemember's active duty status, and issues arising from the death of a covered servicemember);
8. Additional activities (provided that the employer and employee agree that such activities shall qualify as an exigency and agree to both the timing and duration of leave).

K. **Health Care Providers** - Are Doctors of Medicine or Osteopathy, Podiatrists, Dentists, Clinical Psychologists, Optometrists, Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioners and nurse midwives, as authorized to practice by the State of Maryland, Christian Science Practitioners listed with the First Church of Christ Scientist in Boston; and Licensed Clinical Professional Counselor.

L. **Immediate Family Member** - Is the employee's parent(s), spouse, or child(ren), or legal dependent(s).

M. **In Loco Parentis** - "In the place of a parent; instead of a parent; charged, factitiously, with a parent's rights, duties and responsibilities." Any employee claiming an *in loco parentis* relationship with a child, or any employee claiming to be the child of an *in*

*loco parentis* relationship may be requested to provide documentation of such relationship.

- N. **Institution** – Is the employing USM institution; the USM institution from which the employee is taking leave.
- O. **Key Employee** - A salaried employee who is among the highest paid ten (10) percent of all the employees employed by the institution within 75 miles of the employee's workplace.
- P. **Next of Kin** – Is the nearest blood relative other than the covered servicemember's spouse, parent or child in the following order of priority:
1. A blood relative who the covered servicemember has specifically designated in writing as his or her nearest blood relative for purposes of military caregiver leave under the FMLA;
  2. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provision;
  3. Brothers and sisters;
  4. Grandparents;
  5. Aunts and uncles;
  6. First cousins.
- Q. **Parent** – Is the employee's biological, adoptive, or foster mother or father, or someone who stood *in loco parentis* to the employee when the employee was a child.
- R. **Restoration** - As used within the FMLA and used within this policy, restoration is an institutional guarantee that at the conclusion of the F&M leave the employee will be returned either to the same position from which he/she took leave, or to an equivalent position within the same job classification.
- S. **Serious Health Condition** - Is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical facility or continuing treatment by a health care provider. A serious health condition is also intended to cover conditions or illnesses that affect the employee's health or the health of the employee's immediate family to the extent that the family member is in the hospital or other health care facility or at home and unable to care for his/her own basic hygienic or nutritional needs or safety such that the employee must be absent from work on a regular and recurring basis for more than a few days for treatment or recovery. F&M leave is not intended to cover minor illnesses that last less than four days and short term medical and/or surgical procedures that require only a brief recovery period of less than four days which are normally handled through sick leave. With respect to the employee, a serious health condition means that the employee must be incapacitated from performing the essential functions of his/her position.
- T. **Examples of serious health conditions** applicable to the employee or the employee's immediate family member include, but are not limited to: heart conditions requiring heart bypass or valve operations; most types of cancer; back conditions requiring

extensive therapy or surgical procedures; severe respiratory conditions; appendicitis; emphysema; spinal injuries; pneumonia; severe arthritis; severe nervous disorders; injuries caused by serious accidents; ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth, and recovery from childbirth. Additional examples are an employee or immediate family member whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, or clinical depression, who is recovering from major surgery, or who is in the final stages of a terminal illness. It also includes chronic medical conditions such as asthma, epilepsy which may cause episodic periods of incapacity.

**U. Serious Injury or Illness -**

- 1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- 2) in the case of a veteran, as that term is defined in section 101 of title 38, United State Code, who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five year period preceding the treatment, recuperation, or therapy, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

**V. Spouse -** The person to whom the eligible employee is legally married -- a husband or a wife.

**W. Twelve- (12-) Month Period -** Shall be defined in the institution's implementation procedures to indicate whether the twelve (12) months are based on a calendar year or a "rolling twelve month period" for uniform treatment of all employees at that institution.

**III. REASONS FOR LEAVE**

**A. Employees are entitled to take F&M leave for the following reasons:**

- the birth of the employee's child,
- the placement of a child with the employee for adoption or foster care,

- the need to take care of the employee's child within a twelve (12) month period from birth or placement,
  - the need to take care of the employee's immediate family member who has a serious health condition,
  - the serious health condition of the employee, that makes the employee unable to perform any one of the essential functions of the employee's job,
  - The need to take care of a covered servicemember's serious injury or illness, and
  - Qualifying exigencies arising out of military active duty and call-up.
- B. Additionally, requests for leave to take care of the employee's school-age child under the age of fourteen (14) during school vacations may be granted to the extent that the leave does not create a hardship with respect to the operational needs and work schedules of the applicable institutional unit.

#### IV. FAMILY AND MEDICAL LEAVE ENTITLEMENT

- A. Employees are entitled to a maximum of twelve (12) workweeks (60 days) of F&M leave within a twelve- (12-) month period. F&M leave can be taken continuously or, under certain circumstances, on a reduced F&M work schedule, or intermittently over the course of a twelve- (12-) month period. F&M leave entitlement shall not be carried over from a twelve- (12-) month period to the subsequent twelve- (12-) month period.
- B. The actual F&M leave entitlement shall be based on the employee's percentage of full time work for the twelve- (12-) month period immediately prior to the beginning date of the F&M leave; and, shall be integrated with the amount of other leave taken for F&M-related reasons during the twelve- (12-) month period within which the F&M leave is to begin.
- C. Employees who regularly worked full-time (40 hours per week) are entitled to a maximum of twelve (12) workweeks (60 days/480 hours) of F&M leave in a twelve- (12-) month period. Employees who worked part-time (less than 40 hours per week), on at least a 50% basis, are entitled to a prorated share of the twelve (12) week/sixty (60) day/480 hour maximum.

#### V. **MILITARY F&M LEAVE ENTITLEMENT**

- A. Military Caregiver Leave- An employee who is the spouse, child, parent or next of kin of a covered servicemember may use up to 26 workweeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

- B. Exigency Leave-An employee with a spouse, child or parent who is a covered servicemember on Covered Active Duty or notified of an impending call or order to active duty status may use up to 12 workweeks of unpaid leave to address certain qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on Covered Active Duty or notified of an impending call or order to active duty status. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

VI. INTEGRATION OF OTHER LEAVE TAKEN WITH FAMILY AND MEDICAL LEAVE ENTITLEMENT

- Actual F&M leave entitlement shall be based on the employee's use of other leave during the twelve- (12-) month period within which the F&M leave begins. The employee's use of the following types of leave shall be deducted from the actual F&M leave entitlement:
- Any prior F&M leave taken within the applicable year
- Sick leave withdrawn from the USM Leave Reserve Fund within the applicable year
- Accrued, Advanced and/or Extended sick leave used within the applicable year
- Accident leave used within the applicable year
- Any type of paid or unpaid leave for reasons related to family and medical circumstances taken within the applicable year.

VII. INTERMITTENT OR REDUCED LEAVE

- A. In the case of a documented medical necessity, an employee shall be entitled to intermittent leave and/or a reduced schedule that reduces regular hours per workday or workweek for purposes of the employee's or the immediate family member's serious health condition. The employee shall make a reasonable effort to schedule intermittent leave or leave on a reduced schedule so as not to disrupt the operations of the institution's applicable unit.
- B. Employees may be granted leave that reduces regular hours per workday or workweek for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child to the extent that the intermittent or reduced leave does not represent an undue hardship to the operations and work schedules of the applicable institutional unit.
- C. The Chief Executive Officer (CEO) or designee may temporarily reassign an employee on intermittent or reduced F&M leave to an alternative position that better accommodates planned reduced work schedules or intermittent periods of leave.

VIII. SPOUSES EMPLOYED BY THE SAME USM INSTITUTION AND UNIT

- A. If spouses work at the same USM institution or in the same institutional unit, each spouse shall be entitled to a separate, individual, maximum family and medical leave eligibility amount.
- B. The amount of leave for which one spouse may be eligible, or the amount of leave used by one spouse shall not limit or enhance the leave amount or the leave usage of the other spouse.
- C. Spouses shall be entitled to take leave simultaneously or in succession and in any portion of their respective individual maximum for reasons of a serious health condition of the employee and for the serious health condition of the employee's immediate family members. Requests for simultaneous F&M leave by spouses employed by the same institutional unit may be granted for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child, to the extent that simultaneous leaves do not create a hardship with respect to the operational needs and work schedules of the applicable institutional unit.

IX. COMPENSATION DURING LEAVE

F&M leave is an unpaid leave. However, an employee shall not be granted unpaid F&M leave unless the employee has first exhausted all of the employee's paid leave available for use under USM leave policies and procedures (example, 15-day annual limit on the use of sick leave for immediate family members).

X. JOB PROTECTION

- A. Except as provided in X. B., C., D., and F., employees returning to work at the conclusion of a F&M leave shall be restored to their former position with the pay, benefits and terms and conditions of employment that they enjoyed immediately prior to the F&M leave.
- B. An employee is not entitled to restoration if the CEO or designee determines that the employee had been hired for a specific term or only to perform work on a specific project defined in writing and the term or project is over and the institution would not otherwise have continued to employ the employee.
- C.
  - 1. If at any point prior to or during the F&M leave the CEO or designee determines that the employee's former position cannot be held available for the duration of the leave, the CEO or designee, at the conclusion of the leave, shall restore the employee to an equivalent position.
  - 2. If the determination of an inability to hold the former position available occurs after the F&M leave begins, the CEO or designee shall immediately notify the employee in writing of details associated with the decision and the details of the

equivalent position to which the employee will be restored. The employee shall have the right to return within fifteen (15) working days from receipt of such notice to keep his/her former position.

- D. If there are reductions in the work force while the employee is on F&M leave and he/she would have lost his/her position had he/she not been on leave, then except as provided under USM Policy on Layoff and USM Policy on Reinstatement, there is no obligation to restore the employee to his/her former or equivalent position.
- E. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on F&M leave and he/she would have had his/her pay, benefits, or other terms and conditions of employment changed were he/she not on leave, then except as provided under applicable USM policy, the employee shall be restored consistent with current, applicable, appropriate pay, benefits and other terms and conditions of employment.
- F. Restoration of Key Employees
  - 1. If it is necessary to prevent substantial and grievous economic injury to the employing USM institution, the CEO may deny restoration to a key employee, provided that the employee was notified of his/her status as a key employee at the time the F&M leave was requested or commenced, whichever was earlier.
  - 2. If the CEO or designee believes that restoration may be denied to a key employee, then at the time the F&M leave is requested (or when leave commences, if earlier) or as soon as practicable thereafter, the CEO or designee shall provide the key employee with written notification of the potential terms, conditions and consequences of the leave. Notification shall include at least the following: a) notification of the fact that he/she qualifies as a key employee; and b) potential consequences with respect to restoration and maintenance of health benefits. Failure to provide such timely written notice shall result in the loss of the right to deny restoration to a key employee even if substantial and grievous economic injury will result from such restoration.
  - 3. As soon as the CEO or designee makes a good faith determination, based on the facts available, that substantial and grievous economic injury to the institution will result if the key employee who has requested or who is using F&M leave is restored, the employee shall be given written notice either in person or by certified mail of the following: a) that F&M leave cannot be denied; b) notification of the CEO's/designee's intention to deny restoration upon completion of the F&M leave; and c) an explanation of why restoration will result in substantial and grievous economic injury.
  - 4. When practicable, the CEO shall provide the notice described in X., F., 3. at least one calendar week prior to the employee starting the leave. If such notice is provided after the leave commences, then the CEO also shall provide the

employee a period of at least fifteen (15) working days from receipt of the notice to return to his/her position.

5. If a key employee does not return to work in response to the notification of intent to deny restoration, the employee continues to be entitled to maintenance of health benefits through the scheduled leave and the institution cannot recover its share of premiums unless and until the employee gives notice that he/she does not wish to return to work or the institution actually denies restoration at the conclusion of the leave.
6. After notice to a key employee has been given that substantial and grievous economic injury will result if the employee is restored to employment, an employee is still entitled to request restoration at the end of the leave period even if the employee did not return to work in response to the CEO's/designee's notice. Based on the facts at that time, the CEO or designee must then determine whether there will be substantial and grievous economic injury from restoration. If it is determined that substantial and grievous economic injury will result, the CEO or designee shall notify the employee in writing (in person or by certified mail) of the denial of restoration.

#### **XI. STATUS OF BENEFITS WHILE ON FAMILY AND MEDICAL LEAVE**

- A. An employee who is granted an approved F&M leave under this policy shall continue to be eligible for all employment benefits that he/she enjoyed immediately prior to the F&M leave.
- B. An employee on F&M leave for reasons noted in Section III. A. may elect to continue employer-subsidized health care benefits during the period of leave. The CEO or designee shall provide advance written notice to the employee of the terms and conditions under which premium payments are to be made by the employee. The subsidy shall cease if an employee gives notice that he/she no longer wishes to return to work. The institution shall recover its share of health premiums during unpaid F&M leave if the employee fails to return to work, or returns to work but fails to stay thirty (30) calendar days, unless the reason for not returning or staying is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.
- C. An employee on F&M leave for reasons noted in Section III. B. may elect to continue health care and other benefits, as permitted by law or regulation, by paying the full cost of the benefits, including the share ordinarily paid by the employer.
- D. Except as noted in Section X., Job Protection, upon return from leave an employee shall be restored with all the rights, benefits and privileges enjoyed prior to the leave.
- E. While on any unpaid portion of an F&M leave, an employee shall not earn or accrue any additional leave or seniority credits.

- F. An employee may elect to purchase service credit at the time of retirement for prior leaves without pay that are qualified by the Maryland State Retirement and Pension Systems. Upon approval of a leave without pay, an employee shall follow the institution procedure to assure that this option may be exercised.

## **XII. NOTICE OF FAMILY AND MEDICAL LEAVE**

Regardless of the reason for the F&M leave an employee shall give at least thirty (30) calendar days notice and provide the appropriate medical certification or legal certification of adoption (as soon as practicable) or foster child placement, before taking a F&M leave. When the need for leave is not foreseeable, an employee shall give notice as soon as practicable but no less than two (2) working days of learning of the need for leave. If this is not possible due to a medical emergency, then the employee or the employee's designee shall give written notice and provide the appropriate certification as soon as practicable.

## **XIII. MEDICAL CERTIFICATION**

- A. For leaves related to serious health conditions and to child birth, the employee shall provide medical certification(s) from the employee's or family member's health care provider. The employee shall have fifteen (15) calendar days to obtain the medical certification unless not practicable to do so despite the employee's diligent good faith efforts. Such certification shall include but not be limited to:
- A diagnosis of the nature and extent of the condition giving rise to the use of F&M leave,
  - Date condition commenced,
  - Regimen of treatment to be prescribed,
  - The duration of absence from work,
  - In the case of the employee's serious health condition, certification that the employee is unable to perform the essential functions of his/her position and prognosis of the employee's ability to return to his/her position,
  - In the case of the employee's need to care for a seriously ill family member, certification of the necessity for and duration of the employee's presence; of the requirements of inpatient care; and of assistance for basic needs, safety and transportation,
  - Title and original signature of an accredited, licensed or certified medical provider.
- B. The CEO or designee may require a second medical opinion at the institution's expense. In the case of conflicting opinions, the opinion of a third health care provider, agreed upon by both employee and the CEO or designee and obtained at the institution's expense, shall be final. The second and third opinions shall not be provided by individuals who are employed on a regular basis by the institution.
- C. The CEO or designee may require reasonable recertification as the F&M leave continues, and may require an employee to provide periodic progress reports as to the serious health condition for which he/she is taking leave and the employee's ability to

return to work at the end of the leave. Recertification shall not be requested more often than every thirty (30) calendar days unless the employee requests an extension of F&M leave, changed circumstances occur during the illness or injury, or the institution receives information that casts doubt upon the continuing validity of the most recent certification. Medical certification of fitness to return to work that includes medical limitations and their expected duration shall be requested in writing by the CEO or designee prior to the employee's return to work.

- D. For military leave to care for a servicemember, the Department of Defense (DOD) healthcare providers, a healthcare provider from the U.S. Department of Veterans Affairs (VA), and DOD Tricare Network and non-network authorized healthcare providers are considered "authorized healthcare providers." The USM may not utilize the second opinion or recertification process for this leave entitlement. Should an extension of leave be required, additional certification may be requested.
- E. Consistent with FMLA and other applicable laws, all medical-related documentation will be kept confidential and maintained in a file separate from the employee's official institutional personnel file.

#### XIV. SCHEDULING OF TREATMENT IN INSTANCES OF SERIOUS HEALTH CONDITIONS

- A. In instances of the serious health condition of a family member or of the employee himself or herself, and in keeping with the requirements of the appropriate health care provider, the employee shall make reasonable efforts to schedule any medical treatments so as not to disrupt unduly the operations of the applicable institutional unit.
- B. During the course of the treatment and as the CEO or designee deems appropriate, the employee may be requested to provide certification from the appropriate health care provider of the unavailability of treatment during non-work time, or at times that are less disruptive to the operations of the employee's unit.

#### XV. PROVIDING INFORMATION ABOUT F&M LEAVE

Regardless of the reason for the leave, an employee shall provide complete, accurate and timely information related to a request for, continuation of, modification(s) to, and return from an F&M leave.

#### XVI. ABUSE OF F&M LEAVE

The CEO or designee shall review, investigate and resolve suspected cases of bad faith, fraud or abuse of the F&M leave program. Cases of bad faith, falsification of documents, or fraudulent information related to the F&M leave provided to the institution, or other abuses of the F&M leave program, may result in but are not limited to: revocation of the leave, refusal to restore, recovery of institutional costs for paid-time leave and insurance benefits premiums, and disciplinary action up to and including termination.

## **XVII. EARLY RETURN FROM LEAVE**

An employee interested in returning to work from a F&M leave prior to the agreed upon end of the leave date shall provide the CEO or designee with a written request at least thirty (30) calendar days prior to the date on which the employee is interested in returning. The CEO or designee shall make a good faith effort to restore the employee to his/her former or an equivalent position as soon as possible at the employee's request but no later than the thirty (30) calendar day notice provided by the employee.

## **XVIII. EXTENSIONS OF LEAVE**

Employees may extend the date of return from an F&M leave to the extent that they have F&M leave entitlement available. A request for an extension of F&M leave shall be considered under this policy as if it was an initial request.

## **XIX. FAILURE TO RETURN FROM LEAVE**

- A. An employee who will not be returning to the institution at the conclusion of a leave shall notify the CEO or designee in writing as soon as practicable. In the absence of written notification, failure to return from leave shall be interpreted as a resignation.
- B. If applicable, any benefit entitlements based upon length of service shall be calculated as of the employee's last paid day.
- C. Employer costs of any payments made to maintain the employee's benefit coverage when on unpaid F&M leave shall be recovered if an employee fails to return to work as described in Section X.B.

The CEO or designee may request certification of reasons for the employee's failure to return to work.

## **XX. MISCELLANEOUS**

- A. The CEO or designee is under no obligation to immediately restore an employee whose return from leave does not coincide with the normal operating schedule of the institution or the normal work schedule of the employee's unit, or restore an employee whose return date is inconsistent with the terms and conditions of the employee's appointment.
- B. Entitlement to begin F&M leave for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child expires by no later than the 364th day after the date of birth or placement. Any such F&M leave must be concluded within this one-year period.

- C. When F&M leave is taken by an employee on probation status, the probationary period shall be adjusted upon the return of the employee by the length of time used for F&M leave.
- D. Either the employee or the institution may initiate a period of F&M leave.
- E. REASONABLE DOCUMENTATION RELATING TO AN EMPLOYEE'S REQUEST FOR F&M LEAVE MAY BE REQUESTED.

#### IMPLEMENTATION PROCEDURES

Each Chief Executive Officer shall identify his/her designee(s), if appropriate, for this policy; shall develop procedures as necessary for the posting, record-keeping and implementation of this policy consistent with the detailed regulatory requirements of the family and medical leave act; and shall communicate this policy and applicable procedures to members of his/her USM institution.

#### REFERENCE:

U.S. Department of Labor – The Family and Medical Leave Act of 1993, as amended - National Defense Authorization Act (NDAA), October 28, 2009

## **APPENDIX B**

### **VII – 7.12 - USM Policy on Leave of Absence Without Pay**

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218.0 VII-7.12 - POLICY ON LEAVE OF ABSENCE WITHOUT PAY  
(Approved by the Board of Regents, May 1, 1992; Amended  
November 12, 1993)

I. Purpose and Applicability:

- A. This policy governs voluntary leaves of absence without pay (LWOP) for regular full-time and part-time administrative and classified employees of the University of Maryland System.
- B. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with applicable state and federal law, and shall be governed by the Policy on Military Leave.
- C. Leaves for family and medical reasons shall be granted to eligible employees in accordance with applicable state and federal law, and shall be governed by the UMS Policy on Family and Medical Leave.

II. Eligibility:

- A. Granting of requests for a leave of absence without pay shall be at the discretion of the Chief Executive Officer or designee after his/her consideration and determination of the following:
  - 1. The employee shall:
    - a. hold a regular full-time or regular part-time (50% or more) position, and
    - b. have completed a total of at least twelve (12) months of service at the UMS institution from which the employee wishes to take leave, and
    - c. have a satisfactory record of work performance, and
    - d. shall not have a record of abuse of accrued leave usage.
  - 2. Granting of the request shall:
    - a. not disrupt or interfere with the operations or work schedules of the institution or institutional unit.

III. Duration of Leave:

All regular employees may request a full or partial leave of absence without pay up to a maximum of a two-year (24 month) period in accordance with the provisions of this policy.

IV. Reasons for Leave:

- A. A leave of absence without pay may be requested by an eligible employee for reasons such as:
  - 1. loan of an employee to another governmental agency, higher education institution or

- related organization;
  - 2. outside employment that would lessen the impact of a potential layoff or a layoff;
  - 3. professional activities related to academic research, advanced study, career development, or other professional activities that are determined by the institution's Chief Executive Officer or designee to be of benefit to the University of Maryland System or system institution;
  - 4. anticipated low demand for the employee's services during slow periods in the institution's or unit's operations (seasonal leave), or
  - 5. other activities as determined to be appropriate by the Chief Executive Officer.
- V. Job Protection:
- A. Unless otherwise agreed to by the employee and the Chief Executive Officer or designee, a leave of absence without pay granted within the provisions of this policy assures the employee a right to return to his/her former position or to another equivalent position within the same department having the same pay, benefits, other terms and conditions of employment, status and responsibilities as the former position upon expiration of the leave.
  - B. If during the leave the Chief Executive Officer or designee determines in his/her discretion that the position cannot be held available, the Chief Executive Officer or designee shall notify the employee in writing of his/her decision and shall provide information regarding the equivalent position to which the employee will be returned upon expiration of the leave. The employee shall have the right to return to work within fifteen (15) working days from receipt of such notice in order to keep the position from which he/she had taken leave.
  - C. If there are reductions in the work force while the employee is on leave and the employee would have lost his/her position had he/she not been on leave, then except as provided under UMS Policy on Layoff and UMS Policy on Reinstatement, an employee has no rights under this policy to be returned to his/her former or to an equivalent position.
  - D. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on leave that would have affected the employee had he/she not

been on leave, then except as provided under applicable UMS policy, the employee shall be returned to employment consistent with current applicable, appropriate pay, benefits and other terms and conditions of employment.

- E. An employee on leave of absence without pay shall not return from leave prior to the agreed upon expiration of the leave without written approval of the Chief Executive Officer or designee.

VI. Status of Benefits While on Leave:

- A. All benefits, including health care and service credit for retirement and other purposes, shall be suspended for the period of the leave of absence without pay. However, an employee on leave of absence without pay for more than thirty (30) days may elect to continue health care and other benefits, as permitted by law or regulation, by paying the full cost of the benefits, including the share ordinarily paid by the employer.
- B. An employee who elects to discontinue health benefits may not re-enroll in the State of Maryland health benefits program within the same benefit year without certification that the employee has been enrolled in another health plan during the period of leave.
- C. Under exceptional circumstances and on a case by case basis, the chief Executive Officer or designee may approve the continuation of the employer's subsidy for health care benefits if the reason for the leave is determined by the Chief Executive Officer or designee to be of benefit to the UMS institution. Employer costs of any payments made to maintain the employee's health benefit coverage while on a leave of absence without pay shall be recovered if the employee fails to return from leave.

VII. Compensation During Leave:

- A. This policy governs unpaid leaves of absence; however, the Chief Executive Officer or designee, may require that accrued annual leave, personal leave, holiday leave or compensatory leave (in the case of non-exempt employees) be used prior to granting LWOP.

VIII. Providing Information About Leave:

- A. The employee shall provide complete, accurate and timely information related to the request for, continuation of, modification(s) to, and return from leave.

IX. Failure to Return from Leave:

- A. An employee who will not be returning to the

institution at the conclusion of a leave shall notify the Chief Executive Officer or designee in writing as soon as practicable. In the absence of written notification, failure to return from leave shall be interpreted as a resignation.

X. Miscellaneous:

- A. Upon request of the Chief Executive Officer or designee, an employee granted a leave of absence without pay shall provide progress reports and/or verification that the conditions of the leave are being/were met.
- B. Service credit shall not be granted to an employee on a leave of absence without pay.
- C. An employee may elect to purchase service credit at the time of retirement for prior leaves without pay that are qualified by the Maryland State Retirement and Pension Systems. Upon approval of a leave without pay, an employee shall follow the institution procedure to assure that this option may be exercised.
- D. When LWOP is approved for employees who are on probation status, the probation period shall be adjusted upon the return of the employee by the length of time used for LWOP.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s), as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; and shall forward a copy of such designation and procedures to the Chancellor.

Replacement for: UMS BOR VII - 7.12 as adopted May 1, 1992.



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State of Maryland

## **APPENDIX C**

### **VII – 7.24 - USM Policy on Call-UP to Active Military Duty During a National or International Crisis or Conflict**

**VII – 7.24 USM POLICY ON CALL-UP TO ACTIVE MILITARY DUTY DURING A NATIONAL OR INTERNATIONAL CRISIS OR CONFLICT FOR USM EXEMPT AND NONEXEMPT STAFF EMPLOYEES ON REGULAR STATUS.**

(Approved by the Board of Regents, October 5, 2001; Amended December 6, 2002; Amended October 17, 2003; Amended September 10, 2004; Amended June 18, 2010)

**I. PURPOSE AND APPLICABILITY**

The purpose of this policy is to provide procedures consistent with the health and retirement benefits programs administered by the State of Maryland; the USM policy on return to work; and the USM policies on tuition remission, upon call-up to active military duty during a national or international crisis or conflict by order of the President of the United States. The policy is not intended to take precedence over Article 65, Section 42, of the Annotated Code of Maryland and Federal law for orders to active military duty made by the Governor of the State of Maryland. Commencing July 1, 2003, to the extent that there is any inconsistency between Section II of this Policy VII-7.24 and Section II.C. of Policy VII-7.23, Policy VII-7.23 shall take precedence.

The policy applies to full-time and part-time USM Exempt and Nonexempt Staff employees on Regular Status.

**II. CONTINUATION OF HEALTH BENEFITS**

**A. Military Reserves – Paid Leave**

1. Upon call-up to active military duty during a national or international crisis or conflict, an employee shall submit a copy of the military orders to his immediate supervisor and may elect to use accrued leave to remain on the payroll. In the absence of such an election, or upon the exhaustion of accrued leave, the employee shall be placed on Leave Without Pay Status.
2. While on the active payroll, a reservist shall have the same benefit deductions, unless the reservist files an Active Employee Enrollment Form to cancel any or all benefits within 60 days of entry into Active Duty. A copy of the military orders must be submitted with the Active Employee Enrollment Form. If the Active Employee Enrollment Form is not completed to cancel any or all deductions, the same deductions shall continue as long as the employee remains on active payroll.
3. Personal Accidental Death and Dismemberment (PA&D) plan shall not provide benefits to anyone injured in military service. Benefits shall be provided, as appropriate, to a spouse or child if the employee has family coverage. A military reservist with PA&D "individual" coverage should cancel deductions while on paid leave status, as PA&D plan shall not honor any claims for the employee

while on military duty. The employee can elect to continue PA&D "Family" coverage.

4. While on active military service, any medical care provided to the employee is through the military. All of the State medical plans have blanket exclusions for medical care rendered while a person is on active duty while serving in the military; this is a standard exclusion clause.
5. Dependents of military personnel on active duty are automatically covered by CHAMPUS, a federal military health program. An employee called to active duty may elect to discontinue state health benefits coverage for his or her dependents, relying upon CHAMPUS for dependent health care coverage. In the alternative, the employee may elect to continue state health benefits coverage for his or her dependents. As the dependents are not on active military duty, the state health benefits coverage shall be the primary coverage for these dependents.

B. Military Reserves - Leave without Pay

1. If the military reservist goes on a Leave Without Pay status, the employee may elect to continue benefits as a "Military LAW" employee. The employee should complete the "COBRA/LAW/Contractual/Part-time" Enrollment Form. The Institution Benefits Coordinator and Fiscal Officer should complete the agency verification portion of the form and identify the employee as "Military LAW" on the form. The Fiscal Officer should also complete the appropriate fiscal designation portion of the form.
2. Subsidization for Health, Prescription and Dental Plans: While on active military duty, the employee contribution and State contribution for health benefits shall continue if the reservist elects to continue health, prescription and dental plans. Accordingly, the employee shall not be billed for these three types of benefits plans, if they choose to continue them while on Military LAW. Therefore, it is critical that the Fiscal Officer completes the fiscal designation portion of the form, as the USM shall be charged for the full amount of the premiums (employee plus State portions) for the health, prescription and dental plans.
3. Employee-Pay-All Plans (State Life Insurance, Flexible Spending Accounts, PA&D, State Long Term Care, USM Life Insurance, USM Long Term Disability, etc.). These types of benefits plans are "Employee-Pay-All" and are not subsidized. An employee who elects to continue these benefits shall be billed by the State and coupons shall be provided for payment to the State. State Long-Term Care, USM Life Insurance and USM Long Term Disability continuation payments shall be paid directly to the vendor. The premium payments while on the Military LAW will be post-tax and will not affect the employee's W-2 status.
4. When active duty is completed and the employee returns to USM employment, the employee must file an Active Employee Enrollment Form (with the discharge

papers attached to the form) within 60 days of the discharge date to start benefit deductions from his/her University paycheck.

### III. STATE RETIREMENT AND PENSION SYSTEMS

- A. All employees called up for military service should complete MD Retirement Agency Form 46, "Application to be Placed on a Qualified Approved Leave of Absence." Although Form 46 is not formally for a leave of absence, it should be used to notify the Retirement Agency of the member's military activation. If a member has already been called up and cannot complete the form, the USM institution can submit it on behalf of the called-up employee.
- B. If an employee returns to work within one year of release from active duty and did not accept other permanent employment, the employee will be reinstated in the pension/retirement system and will receive service credit for the term of the military service. The employee does not need ten years of creditable service to claim service for military action that interrupts membership. The employee shall submit Form 43, "Claim of Retirement Credit for Active Duty Military Service" with the proper military documentation when the employee returns to work.
- C. Service credit will be given for up to five years of military service that interrupts membership. This is in addition to the five years for military credit for service prior to membership.
- D. An employee is not required to make up missed contributions. The member's missed contributions and employer's contribution costs are included in the annual valuation done by the actuary to determine the cost to employers.
- E. Filing Date for Form 46 "Application to be Placed on a Qualified Approved Leave of Absence":
  - 1. Military Leave Without Pay - the filing date on Form 46 shall be the date that the employee begins active duty.
  - 2. Military Leave With Pay - the filing date on Form 46 shall be the date that the employee has exhausted all accrued leave and begins Leave Without Pay.
- F. Military Reserves - Killed in the Line of Duty or Disability while on Leave With Pay

An employee who is killed in the line of duty or who sustains serious injuries, making it impossible for the member to return to work, and such death or injury occurs while on Leave With Pay Status, is entitled to the same death and disability benefits as an active employee. Surviving beneficiaries shall receive a lump sum payment of the annual salary plus contributions or, if the spouse law comes into effect a monthly check for life. If disabled during active duty military service, an employee still on

Leave With Pay Status, may file for an ordinary disability benefit but not an accidental disability benefit.

G. Military Reserves – Disability or Killed in the Line of Duty while on Leave Without Pay

An employee killed in the line of duty, or who sustains serious injuries making it impossible to return to work, and such death or injury occurs while on Leave Without Pay Status, will not receive a death benefit or have the right to file for a disability benefit from the State Retirement Agency. If the employee should die, only the employee's contributions with interest will be paid to the beneficiary.

**IV. OPTIONAL RETIREMENT PROGRAM – LEAVE WITH AND WITHOUT PAY**

- A. The activation date of approved military leave should be the date that the employee is activated.
- B. As a condition of membership in the Optional Retirement Program, no death benefit or right to file for a disability benefit from the State Retirement Agency is available.
- C. While still on the payroll, employer contributions to the employee's ORP and State service credit shall continue.
- D. No State service credit shall accrue, nor employer contributions shall be made, while the employee is on Leave Without Pay. Upon return to work, USM employer contributions shall resume.

**V. USM TUITION REMISSION BENEFIT**

- A. An employee who is currently in a degree-seeking program and using tuition remission may continue to use tuition remission if called to active duty and stationed locally.
- B. An eligible spouse/dependent currently in a degree-seeking program and using tuition remission may continue to use tuition remission.
- C. If an employee is killed in the line of duty, spouse/dependent tuition remission benefits shall be provided in accordance with the USM Policy on Tuition Remission for Spouse and Dependents.
- D. If an employee does not return to USM service, tuition remission for the employee, spouse and dependents shall terminate.

## **VI. REPORTING BACK TO WORK**

The period an individual has to report back to work after military service is based on USERRA/US Department of Labor regulations.

## **IMPLEMENTATION PROCEDURES**

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor.

## **REPLACEMENT FOR:**

N/A

## **REFERENCE:**

Annotated Code of Maryland, State Personnel and Pension Article, Section 9-1107; last sentence in Section I., previous language subject to abrogation on June 30, 2005 followed MD Code language was made permanent by the General Assembly in their 2005 session.

## **APPENDIX D**

Executive Order 01.01.1991.16 State of Maryland  
Substance Abuse Policy

01.01.1991.16

EXECUTIVE ORDER 01.01.1991.16 State of Maryland Substance Abuse Policy

A. Definitions. In this Executive Order the following words have the meanings indicated:

(1) "Substance" means alcohol or drugs.

(2) "Alcohol" means ethyl alcohol or ethanol.

(3) "Drug" means:

(a) A controlled dangerous substance;

(b) Any other substance which must be dispensed by a licensed health care professional;  
or

(c) An over-the-counter drug.

(4) "Abuse" means:

(a) The use of an illegal drug;

(b) The intentional misuse of an over-the-counter drug, if the misuse impairs the job performance of the State employee or could impair the job performance of an applicant for State employment;

(c) The intentional use of any prescription drug in a manner inconsistent with its medically prescribed intended use, or under circumstances where its use is not permitted, if it impairs the job performance of a State employee or could impair the job performance of an applicant for State employment; or

(d) The use of alcohol if it impairs job performance of the State employee or could impair the job performance of an applicant for State employment.

(5) "Workplace" means any place where an employee is performing work for the State of Maryland.

(6) "Employee" means:

(a) A classified, unclassified, contractual, key employee, or other employee or official in the Executive Branch;

(b) A volunteer who provides a service to or for a unit in the Executive Branch; or

(c) A member of a Board or Commission in the Executive Branch.

(7) "Sensitive Employee" means an employee whose classification or position has been designated sensitive by the employee's appointing authority or personnel system.

(8) "Conviction" means:

(a) A judgment of conviction, whether entered upon a finding of guilt or acceptance of a plea of nolo contendere, and the imposition of sentence; or

(b) The staying of the entry of judgment and the placing of the defendant on probation after a finding of guilty or the acceptance of a plea of nolo contendere.

(9) "Alcohol Driving Offense" means:

(a) Driving or attempting to drive while:

(i) Intoxicated; or

(ii) Under the influence of alcohol; or

(b) Operating or attempting to operate a vessel while:

(i) Intoxicated; or

(ii) Under the influence of alcohol.

(10) "Controlled Dangerous Substance Offense" means:

(a) A controlled dangerous substance violation, under Article 27 of the Annotated Code of Maryland;

(b) An offense of the law of any other jurisdiction if the prohibited conduct would be a controlled dangerous substance violation if committed in this State;

(c) Driving or attempting to drive while:

(i) Under the influence of drugs or drugs and alcohol; or

(ii) Under the influence of a controlled dangerous substance; or

(d) Operating or attempting to operate a vessel while:

(i) Under the influence of drugs or drugs and alcohol; or

(ii) Under the influence of a controlled dangerous substance.

B. General Policy. The State of Maryland establishes and adopts the following substance abuse policy for the Executive Branch of State Government:

(1) The State of Maryland is committed to making good faith efforts to insure a safe, secure, and drug-free workplace for its employees consistent with the Drug-Free Workplace Act as enacted by Congress.

(2) All employees in the workplace must be capable of performing their duties.

(3) Employees experiencing substance abuse problems are encouraged to seek assistance through:

(a) Their employer;

(b) Self-referral to the employer's Employee Assistance Program; or

(c) Self-referral to an alternative certified rehabilitation program.

(4) An appointing authority may not hire anyone whom it knows currently abuses drugs or alcohol.

(5) Employees are prohibited from:

(a) Abusing alcohol or drugs;

(b) Committing a controlled dangerous substance offense; or

(c) Committing an alcohol driving offense.

C. Alcohol Abuse Policy.

(1) Working under the influence of alcohol is a violation of this policy and shall subject the employee to disciplinary action.

(2) An employee charged with an alcohol driving offense must report a finding of guilty, an acceptance of a plea of nolo contendere, or a probation before judgment to the employee's appointing authority within 5 work days.

(3) A sensitive employee shall be suspended for 15 days and required to successfully participate in an alcohol treatment program designated by an employee assistance program the first time the employee is:

(a) Convicted of an at-the-workplace alcohol driving offense; or

(b) Found under the influence of alcohol while at-the-workplace.

(4) A sensitive employee convicted of an off-the-workplace alcohol driving offense, and a non-sensitive employee convicted of any alcohol driving offense shall:

(a) On the first conviction be referred to an employee assistance program, and in addition, be subject to any other appropriate disciplinary actions;

(b) On the second conviction, at a minimum, be suspended for at least 5 days, be referred to an employee assistance program, be required to participate successfully in a treatment program, and in addition, be subject to any other appropriate disciplinary actions, up to and including termination;

(c) On the third conviction, be terminated.

#### D. Drug Abuse Policy.

(1) Working under the inappropriate influence of prescription drugs or over-the-counter drugs is a violation of this policy and shall subject the employee to disciplinary action.

(2) Working under the influence of a controlled dangerous substance is a violation of this policy and shall subject the employee to disciplinary action.

(3) An employee charged with a controlled dangerous substance offense shall report a finding of guilty, an acceptance of a plea of nolo contendere, or a probation before judgment to the appointing authority within 5 work days.

(4) A sensitive employee convicted of any controlled dangerous substance offense shall be terminated.

(5) A sensitive employee who tests positive for a controlled dangerous substance as a result of a random drug test shall be suspended for 15 work days and be required to successfully participate in a drug treatment program designated by an employee assistance program, as provided for by the appointing authority's drug testing protocol.

(6) A sensitive employee who abuses a legally prescribed drug or an over-the-counter drug shall, on the first offense:

(a) Be suspended for 5 work days; and

(b) Be required to participate successfully in a drug treatment program designated by an employee assistance program.

E. General Sanctions. Any employee otherwise in violation of this Executive Order shall be subject to appropriate progressive disciplinary actions up to and including termination.

#### F. Law Enforcement.

(1) When an appointing authority learns or, based on observation or reliable information, suspects that an employee has committed a controlled dangerous substance or alcohol offense at the workplace, the appointing authority shall refer the matter to an appropriate law enforcement authority for further investigation and prosecution.

(2) All employees shall cooperate fully with law enforcement authorities in the investigation and prosecution of suspected criminal violations.

G. Employee Education. All appointing authorities shall educate and inform their employees about:

(1) The dangers of drug and alcohol abuse in the workplace and the community at large;

(2) The State of Maryland's policy of maintaining a drug-free workplace;

(3) Any drug and alcohol abuse counseling, rehabilitation, and employee assistance program that is available; and

(4) The penalties that may be imposed upon employees for violations of this Executive Order.

H. Implementation.

(1) The Secretary of Personnel and the head of every other personnel system in the Executive Branch shall adopt such policies and regulations as are necessary or desirable for the implementation of this Executive Order.

(2) All appointing authorities are responsible for implementing and enforcing and monitoring compliance with the requirements of this Executive Order.

(3) All employees are required to acknowledge receipt of a copy of this Executive Order by returning an acknowledgement of receipt to their supervisor for insertion in their personnel file.

Effective date: April 1, 1991 (18:8 Md. R. 848)

## **APPENDIX E**

### **VII – 4.10 - USM Policy on Tuition Remission for Regular and Retired Faculty and Staff Employees of the USM**

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VII - 4.10 - POLICY ON TUITION REMISSION FOR REGULAR AND RETIRED  
FACULTY AND STAFF EMPLOYEES OF THE UNIVERSITY SYSTEM OF  
MARYLAND

(Approved by the Board of Regents on January 11, 1990, Amended by the Board on May 31, 1990, Amended by the Board on August 28, 1990, Amended by the Board on August 24, 2001; Amended by the Board on December 7, 2001; Amended by the Board on August 23, 2002; Amended by the Board on December 6, 2002, Amended by the Board on June 27, 2003)

I. PURPOSE AND APPLICABILITY

The University System of Maryland (USM) supports the general policy of tuition remission for USM Faculty and Staff employees on Regular or Retired Status, by its constituent institutions, on an intra- and inter-institutional basis. This policy encourages such Faculty and Staff employees on Regular or Retiree Status to enroll in academic courses for the improvement of skills or for personal development purposes, with tuition costs associated with such courses remitted in whole or in part.

II. DEFINITIONS

- A. A "REGULAR" Faculty or Staff employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both fulltime and parttime Faculty and Staff employees.
- B. "RETIREE" - For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) retirement checks, and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of Retiree Status may be obtained by contacting the Human Resources Office of the institution from which the employee has retired.

III. ADMINISTRATION

This program shall be administered by the institutions, consistent with the following policies and implementation procedures:

- A. Tuition remission is extended to Regular Faculty and Staff

employees as set forth herein.

1. Effective July 1, 1990, all Regular Faculty and Staff employees of any institution of the USM may receive tuition remission at any institution in the USM, in accordance with provisions set below.
2. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.

- B. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are to be taken and to the other academic regulations of the institution governing student enrollment (for example, course prerequisites and registration deadlines).
- C. Fulltime Regular and Retiree Faculty, and Staff employees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular parttime Faculty and Staff employees who are employed at fifty percent (50%) or more time in the USM or Retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.
- D. Tuition remission does not include mandatory fees, which remain the responsibility of the Regular or Retiree Faculty or Staff employee.
- E. Courses taken under this policy shall not interfere with the assigned job responsibilities of any Faculty or Staff employee and shall require the approval of the Chief Executive Officer (CEO) or designee.
- F. The Regular Faculty or Staff employee may register for the desired course(s) at any institution in the USM. Regular Faculty and Staff employees employed by any USM institution who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as Faculty and Staff employees who are employed by the host institution.
- G. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the CEO of the institution offering the program and approved by the Chancellor. Availability of tuition remission for self-support programs and courses shall be recommended by the CEO of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to participate in the tuition

remission program, whether from the host institution or other institutions.

- H. Policy on tuition remission for Regular Faculty and Staff employees of Morgan State University (MSU), Saint Mary's College of Maryland (SMC) and Baltimore City Community College (BCCC) (effective 8/24/01).

Regular Faculty and Staff employees of MSU, SMC, and BCCC shall receive tuition remission at institutions of the USM at the same level of benefits as provided for USM Regular Faculty and Staff employees. This provision is dependent upon reciprocity being extended by MSU, SMC and BCCC to Regular Faculty and Staff employees at USM institutions.

#### IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor; and shall submit to the Chancellor an annual report on the use of the tuition remission program at the institution during the preceding academic year.

Replacement for:

BOR V-2.00 and BOT XIII.N



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State of Maryland

## **APPENDIX F**

### **VII – 4.20 – USM Policy on tuition Remission for Spouses and Dependent Children of USM Employees and Retirees**

## **VII-4.20 - POLICY ON TUITION REMISSION FOR SPOUSES AND DEPENDENT CHILDREN OF USM EMPLOYEES AND RETIREES**

(Approved by the Board of Regents on January 11, 1990; Amended by the Board on May 31, 1990; Amended February 28, 1992, Amended by the Board on August 24, 2001; Amended by the Board on December 7, 2001; Amended by the Board on August 23, 2002; Amended by the Board on December 6, 2002; Amended by the Board on June 27, 2003; Amended by the Board on June 17, 2011)

### **I. PURPOSE AND APPLICABILITY**

The University System of Maryland (USM) supports the general policy of tuition remission for the spouses and dependent children of USM Faculty and Exempt and Nonexempt Staff Employees on Regular or Retired Status, by its constituent institutions, on an intra- and inter-institutional basis.

### **II. DEFINITIONS**

For the purposes of this policy, the following definitions apply:

- A. Dependent Child: The son/daughter, stepson/stepdaughter or legally adopted son/daughter of a USM Employee or Retiree who:
  - 1. Is under the age of 26 prior to the institution's deadline for registration for courses in the semester or term for which tuition remission has been requested, or,
  - 2. If the child is 26 or older, is claimed as a dependent on the employee's federal income tax return for the year(s) in which tuition remission is granted.
- B. Spouse: A person in a legally contracted marriage recognized by the State of Maryland to a USM Employee or Retiree, with the exception of an estranged spouse who maintains a separate domicile.
- C. Retiree: A former USM Employee who:
  - 1. Is receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) periodic distribution, and
  - 2. Has earned at least five years of total service credit at one or more USM institution(s).
- D. USM Employee: A Faculty or Staff employee on Regular Status who works in a position that:
  - 1. Has been approved through the budgetary and pertinent appointment classification processes;

2. Is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position; and
3. Which may be on either a full-time basis or a part-time basis of at least 50%.

### III. ADMINISTRATION

This program shall be administered by the constituent institutions as follows:

#### A. General Eligibility.

Tuition remission is extended to the spouses and dependent children of all USM Employees and Retirees, as defined above, on an equitable basis, subject to the requirements and limitations of this policy.

#### B. Scope of the Benefit.

Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.

#### C. Academic Requirements

The availability of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.

#### D. Part-time USM Employees and Retirees

For spouses and dependent children of USM Employees and Retirees who are employed in, or retired from a position at fifty percent or more time, the percentage of tuition remitted shall be proportional to the percentage of employment service.

#### E. Exempted Programs of Study.

1. Programs of study that are exempted from this benefit shall include:
  - a. The M.D. and D.D.S. programs at the University of Maryland, Baltimore;
  - b. Self-support programs and courses, unless the President of the institution has recommended and the Chancellor has approved, that the benefit be available for such a program.
  - c. Other programs recommended for exemption, or limitation on the amount of tuition remission, by the President of the institution offering the program and approved by the Chancellor.

1. The President of the institution offering an exempted program shall apply the exemption equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.

F. Application for Tuition Remission.

Each USM Employee or Retiree seeking tuition remission for a spouse or dependent child shall complete an application and accompanying certification that provides the information necessary to comply with both this policy and Internal Revenue Service regulations regarding the income tax law status of the tuition remission benefit requested by the Employee.

G. Communication of Tuition Remission Benefit Requirements.

Each institution and the USM shall publish on its website:

1. The institution's specific requirements for the implementation of this policy and any related institution procedures, including information regarding the extent to which tuition remission benefits are limited or unavailable for self-support and exempted programs under Section III.E.1. of this policy; and
2. A summary, prepared and maintained by the USM, of the implementation requirements of each USM institution and those non-USM institutions that extend tuition remission benefits to USM Employees under Section VI of this policy.
3. A summary of the conditions under which the tuition remission benefit may be deemed taxable income to the USM Employee or Retiree under relevant regulations of the Internal Revenue Service.
4. A summary of special tuition remission eligibility requirements for the former employees of former USM programs identified in Section VII of this policy.

**IV. LIMITATIONS BASED ON DATE OF EMPLOYMENT**

A. Spouses and Dependent Children of USM Employees and Retirees Whose Employment Began before January 1, 1990.

The Spouses and Dependent Children of USM Employees and Retirees whose appointment was made or whose contractual arrangements were completed before January 1, 1990, may register for courses at any of the institutions of the USM, with 100% tuition remitted at both the undergraduate and graduate level, subject to the restrictions in this policy.

B. Spouses and Dependent Children of USM Employees and Retirees Whose Employment Began on or after January 1, 1990 and before July 1, 1992.

Tuition remission benefits for such employees are provided as follows:

1. Applicable Programs and Courses

Tuition remission is only available for courses and programs at the undergraduate level, and shall not apply to courses at the graduate or post-baccalaureate level.

2. Degree-Granting Institutions

- a. Spouses and dependent children of Employees or Retirees from degree-granting institutions may receive full tuition remission of one hundred percent (100 %) on courses toward a first undergraduate degree at the institution where the spouse or parent is employed ("home institution").
- b. Such spouses and dependent children may attend another institution of the USM to which the student has been accepted with 50% tuition remission, with the approval of the President or designee, if:
  - i. The spouse or dependent child wishes to enroll in courses toward the student's first undergraduate degree in an academic program which is not available at the home institution; or
  - ii. The spouse or dependent child was not accepted for admission to the home institution after having filed a complete application for admission in compliance with the home institution's required application procedures.
- c. For students receiving 50% tuition remission under paragraph 2.a, above, the remaining 50% of tuition cost is the responsibility of the individual student.

3. Special Circumstances and Limitations

- a. Non-Degree Granting Institutions: Spouses and dependent children of USM Employees of or Retirees from a non-degree granting institution may register for courses toward a first undergraduate degree at any institution of the USM with full (100%) tuition remission.
- b. University of Baltimore. Until the Chancellor determines that the first- and second- year undergraduate program of the University of Baltimore is fully implemented, full tuition remission is extended to any USM institution for spouses and dependent children of Employees of or Retirees from the University of Baltimore for the freshman and sophomore years.
- c. University of Maryland, Baltimore: Spouses and dependent children of Employees of and Retirees from the University of Maryland, Baltimore may receive full tuition remission for undergraduate programs not offered at that institution.
- d. University of Maryland, College Park University of Maryland Extension (UME) and Agricultural Experimental Station (AES): Spouses and dependent

children of the UME and the AES may receive full tuition remission toward a first undergraduate degree at any USM institution with full tuition remission.

4. Inter-Institutional Funds Transfers. A transfer of funds equal to fifty percent (50%) of the tuition will accompany all inter-institutional enrollments.

C. Spouses and Dependent Children of USM Employees and Retirees Whose Employment Began on or after July 1, 1992

Tuition remission benefits for the spouses and dependent children of USM Employees and Retirees whose employment began on or after July 1, 1992 shall be available:

1. Consistent with the requirements and limitations in Paragraph IV.B, above, and
2. After the employee has been employed by the USM for two years prior to the institution's deadline for registration in courses for the semester under consideration.

D. Effect of Break in Service

If a former USM employee is rehired by a USM institution within three years of termination from prior USM employment, the spouse and dependent children of the rehired employee shall be eligible for tuition remission, as provided in Section IV.A through C. above, according to the employee's original USM hire date.

V. **BENEFITS FOR SPOUSES AND DEPENDENT CHILDREN OF DECEASED USM EMPLOYEES AND RETIREES**

Subject to the requirements and limitations of this policy, spouses and dependent children of fulltime USM Employees or Retirees who die in service or after retirement, shall be permitted to register for courses with tuition remission as follows:

A. Extent of Tuition Remission Benefits

The number of years of allowable tuition remission for an eligible spouse or dependent child is dependent on the years of USM service of the USM Employee or Retiree, as follows:

1. One academic year, if the USM Employee or Retiree was employed in the USM for less than three years;
2. Two academic years, if the length of employment was at least three but less than five years;
3. Three academic years, if the length of employment was at least five but less than seven years;

4. Four academic years, if the length of employment was at least seven but less than nine years; and
5. Five academic years, if the length of employment was nine years or more.

**B. Other Eligibility Requirements**

Eligibility for tuition remission shall continue:

1. For spouses, for a maximum period of seven years after the death of the USM Employee or Retiree.
2. For children, as long as the child of a deceased USM Employee or Retiree qualifies as a "Dependent Child" under Section II.A. of this policy.

**C. Part-time Employees**

For spouses and dependent children of part-time USM Employees or Retirees who are employed at fifty percent (50%) time or more and who die in service or after retirement, the percentage of tuition remission shall be proportional to the percentage of employment service averaged for the three years immediately preceding the employee's retirement or death.

**VI. RECIPROCAL TUITION REMISSION FOR THE DEPENDENT CHILDREN OF EMPLOYEES OF MORGAN STATE UNIVERSITY, SAINT MARY'S COLLEGE OF MARYLAND AND BALTIMORE CITY COMMUNITY COLLEGE**

**A. General Reciprocity**

Dependent children of employees of Morgan State University, Saint Mary's College of Maryland and Baltimore City Community College ("the Non-USM Institutions") shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of USM Employees, subject to the definitions, requirements and limitations of this policy. However, the extent of the tuition remission benefit under this section is dependent upon full reciprocity being extended by the Non-USM Institution to dependent children of USM Employees, and may be limited by the Chancellor or designee to align with any more restrictive requirements that may be established by the Non-USM Institution.

**B. Retirees and Spouses**

Tuition remission shall not be available to Retirees or the spouses of Employees and Retirees of Non-USM institutions.

**C. Special Requirements for Tuition Remission for the Dependent Children of Employees and Retirees of Baltimore City Community College (BCCC)**

1. If a parallel lower division instructional program is available at BCCC, dependents of BCCC employees are eligible for tuition remission at USM institutions only after they have earned the associate degree or completed 60 hours of transferable credit.
2. In programs for which the institution requires the student to formally transfer into the program prior to completion of either the associate's degree or sixty (60) credits, the tuition remission benefit is available upon admission to the program.
3. For programs where there is no parallel lower division instructional program available at BCCC, the tuition remission benefit is available immediately.

## **VII. CONTINUED APPLICATION OF PRIOR POLICIES**

This policy supersedes all prior policies and procedures related to tuition remission benefits for USM Employees and Retirees, except as follows:

### **A. Current Beneficiaries.**

Any child receiving tuition remission benefits on the effective date of this policy shall continue to receive such benefits as long as the student is making adequate progress toward a degree in the program in which the student is currently enrolled, notwithstanding the terms of this policy's definition of "dependent child."

### **B. Former Employees of Former USM Programs and Institutions**

Special eligibility requirements for former employees and retirees of certain former USM programs shall remain in force as follows:

1. The USM former programs subject to this paragraph are: the Maryland Institute for Agricultural and Natural Resources (MIANR), the Maryland Institute of Emergency Medical Services Systems (MIEMSS), and the University of Maryland Biotechnology Institute (UMBI).
2. Eligibility for tuition remission for the spouses and dependent children of the above programs is set out in documentation established at the time that the programs were restructured and maintained at the USM.
3. Summaries of these special eligibility requirements shall be published on the websites of the USM and its institutions.

### **REPLACEMENT FOR:**

BOR V-2.10 and BOT XIII-N, January 11, 1990.

## IMPLEMENTATION PROCEDURES

Each President shall: identify his/her designee(s) as appropriate for this policy; develop institution-specific policies and procedures as necessary to implement this policy; communicate this policy and applicable procedures to his/her institutional community; and post it on its institution website.