

MEMORANDUM OF UNDERSTANDING

Between

Salisbury University (SU)

And

Fraternal Order of Police (FOP)

Sworn Police Officers Unit



Effective September 18, 2015
To September 17, 2018

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION 2

 Section 1.1 - Exclusive Representative 2

 Section 1.2 - Description of Bargaining Unit; Inclusion/Exclusion of Classifications 2

 Section 1.3 - Classification and Information Provided to Union 2

 Section 1.4 - Integrity of the Bargaining Unit 2

ARTICLE 2 - NON-DISCRIMINATION 3

 Section 2.1 - Prohibition against Discrimination 3

 Section 2.2 Union Membership/Activity 3

 Section 2.3 - Representation 3

ARTICLE 3 – MANAGEMENT RIGHTS 3

Article 4 – UNION RIGHTS..... 3

 Section 4.1 - Bulletin Board 3

 Section 4.2 - Meeting Space 4

 Section 4.3 - Access to Employees 4

 Section 4.4 - Administrative Leave for Union Activities 4

 Section 4.5 - Routine Office Supplies..... 5

 Section 4.6 - Mail Service and E- Mail..... 5

 Section 4.7 - Union Activity during Work Hours..... 5

 Section 4.8 - Union Filing Cabinet 5

 Section 4.9 - Distribution of Information 5

 Section 4.10 - Employee Orientation..... 5

 Section 4.11 - Exclusivity..... 6

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES 6

 Section 5.1 – Regular Work Hours and Regular Work Week 6

 Section 5.2 – Work Schedule Changes..... 6

 Section 5.3 – Meals 6

 Section 5.4 – Timesheets 6

 Section 5.5 - Temporary Work Schedule Changes..... 7

ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL AND CALL-BACK PAY..... 7

 Section 6.1 - Overtime Pay 7

 Section 6.2 - Overtime Work 7

 Section 6.3 - No Pyramiding of Overtime 7

 Section 6.4 - Call-Back Pay 7

 Section 6.5 - Shift Differential Pay..... 8

 Section 6.6 - Cancellation Compensation..... 8

 Section 6.7 - Shift Coverage Overtime 8

 Section 6.8 – Limitation of Assignment 8

 Section 6.9 – Essential Pay 8

ARTICLE 7 – HOLIDAYS 9

 Section 7.1 - Recognized Holidays..... 9

 Section 7.2 - Holiday Pay 10

 Section 7.3 - Holiday Leave Requests 10

ARTICLE 8 - MODIFIED DUTY 10

ARTICLE 9 – ANNUAL LEAVE	13
Section 9.1 - Accrual.....	13
Section 9.2 - Approval and Scheduling	13
Section 9.3 – Accumulated Annual Leave	14
Section 9.4 – Payment upon Separation	14
ARTICLE 10 – SICK LEAVE	14
Section 10.1 - Purpose.....	14
Section 10.2 - Definition of Sick Leave	14
Section 10.3 - Rate of Earnings and Accumulation of Sick Leave.....	14
Section 10.4 - Use of Sick Leave.....	15
Section 10.5 - Verification of Absences Charged to Sick Leave; Definitions.....	16
Section 10.6 - Documentation and Abuse of Sick Leave	17
Section 10.7 - Fitness for Duty.....	18
Section 10.8 - Advanced Sick Leave.....	19
Section 10.9 - Extended Sick Leave	20
Section 10.10 – Leave Reserve Fund	21
Section 10.11 – Expenditure of Sick Leave	22
Section 10.12 – Parental Leave and Other Family Supports	22
ARTICLE 11 - ACCIDENT LEAVE	22
ARTICLE 12 - FAMILY AND MEDICAL LEAVE	22
ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY	23
ARTICLE 14 - ADMINISTRATIVE LEAVE.....	23
ARTICLE 15 - MILITARY SERVICE	23
Section 15.1 - General	23
Sections 15.2 - Call up to Active Military Duty During a National or International Crisis or Conflict	23
ARTICLE 16 – WAGES	24
Section 16.1 - Step Increase System.....	24
Section 16.2 - COLA Increase to Police Pay Scale	24
Section 16.3 - Reclassification – Master Police Officer	24
Section 16.4 - Transition to new Police Pay Scale	25
ARTICLE 17 – PERFORMANCE EVALUATIONS	25
Section 17.1 - Performance Ratings	25
Section 17.2 - Expectations Meeting.....	25
Section 17.3 - End of Probation and Mid-Year Performance Appraisals	26
Section 17.4 - End-of-Year Appraisal	26
Section 17.5 - Appraisal of Supervisors.....	27
Section 17.6 - Deficient Performance.....	27
ARTICLE 18 - TRAVEL/TRANSPORTATION EXPENSE.....	27
ARTICLE 19 – HEALTH, SAFETY AND WELFARE	28
Section 19.1 - Duty for Safe Work Environment	28
Section 19.2 - Unsafe Work Conditions	28
Section 19.3 - Workplace Violence.....	28
Section 19.4 - Drug and Alcohol Use and Possession.....	28
ARTICLE 20 – PERSONNEL FILE	29
ARTICLE 21 – JOB RECLASSIFICATIONS AND PROMOTIONS	29

Section 21. 1 - Job Reclassification Procedures.....	29
Section 21.2 - Pay on Reclassification Promotion	30
Section 21.3 - Pay on Reclassification Demotion	31
Section 21.4 - Pay on Reclassification Demotion/Disciplinary	31
Section 21.5 - Promotional Opportunities for Bargaining Unit Positions - Notice of Opportunity	31
Section 21.6 - Eligibility Requirements	31
Section 21.7 - Promotional Process.....	32
ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION	32
Section 22.1 – General	32
ARTICLE 23 – TRAINING.....	33
ARTICLE 24 - DISCIPLINE/LAW ENFORCEMENT OFFICERS BILL OF RIGHTS	33
ARTICLE 25 – GRIEVANCE PROCEDURE	33
Section 25.1 - Definition	33
Section 25.2 - Procedure	34
Section 25.3 - General Provisions.....	34
ARTICLE 26 – OTHER LEAVE	36
Section 26.1 - Jury Duty.....	36
Section 26.2 - Personal Leave.....	36
ARTICLE 27 – PROBATIONARY PERIOD AND SENIORITY.....	37
Section 27.1 - Definition of Seniority.....	37
Section 27.2 - Probationary Period	37
Section 27.3 - Break in Seniority	37
Section 27.4 - Seniority Following Reinstatement.....	37
ARTICLE 28 - INSURANCE AND BENEFITS.....	38
Section 28.1 - General	38
Section 28.2 - Open Enrollment.....	38
ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM.....	38
Section 29.1 - General	38
Section 29.2 - Referrals.....	38
ARTICLE 30 - DRUGS AND ALCOHOL	39
ARTICLE 31 – WORK FACILITIES	39
Section 31.1 - Employee Meal Room.....	39
Section 31.2 - Lockers.....	39
Section 31.3 - Parking Facility.....	39
ARTICLE 32 - UNIFORMS AND EQUIPMENT	39
Section 32.1 - Uniforms	39
Section 32.2 - Equipment.....	40
ARTICLE 33 – TUITION REMISSION	41
ARTICLE 34 – LAY-OFFS	42
Section 34.1 - Layoff Notice	42
Section 34.2 - Order of Layoff.....	42
Section 34.3 - Seniority Points.....	42
Section 34.4 - Displacement Rights	43
Section 34.5 - Recall List	43
Section 34.6 - Severance Package	43

Section 34.7 - Furloughs	44
ARTICLE 35 – COURT APPEARANCES.....	44
ARTICLE 36 – ACCESS TO POLICIES.....	45
ARTICLE 37 - EXTERNAL POLICE OFFICERS	45
ARTICLE 38 - MISCELLANEOUS	45
Section 38.1 - Existing Policies and Procedures	45
Section 38.2 - Changes in Terms and Conditions of Employment	46
Section 38.3 - Savings Clause.....	46
Section 38.4 - Awards.....	46
ARTICLE 39 – STRIKES AND LOCKOUTS.....	46
ARTICLE 40 – DURATION AND EXTENSION	47
ARTICLE 41 - LABOR-MANAGEMENT ADVISORY COMMITTEE.....	47
ARTICLE 42 – Education, Outreach and Voting Requirements for MOU Service Fee	47
Section 42.1 - Overview.....	47
Section 42.2 - Education and Outreach	48
Section 42.3 - Opportunity to Vote Regarding Service Fees.	48
Section 42.4 - Failure to Meet Education, Outreach and Election Conditions.....	48
Section 42.5 - Implementation	49
ARTICLE 43 – ENTIRE UNDERSTANDING	49
Appendix A.....	51
USM Policies.....	52
AMENDMENT TO SECTION 6.1-OVERTIME PAY.....	105

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Salisbury University (Employer or University) and the Fraternal Order of Police (Union) for the purpose of promoting harmonious relationships between the University and its employees covered by this MOU. It memorializes the agreement of the parties on wages, hours, and other terms and conditions of employment for employees in the Sworn Police Officers bargaining unit at the University. It is understood that, pursuant to State Personnel and Pensions (SPP) Article §3-601, Annotated Code of Maryland, the Board of Regents of the University System of Maryland (USM) and the employees in the bargaining unit must ratify this MOU and that agreements on issues requiring funding or approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe on any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including Title 3, SPP. In the event of a conflict between this MOU and the law, the law shall prevail.

ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION

Section 1.1 - Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to Title 3, SPP with respect to wages, hours, and other terms and conditions of employment. For employees covered by this MOU, the University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment.

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

The term “employees”, “bargaining unit employees” and “employees covered by this MOU” as used in this MOU shall mean all eligible non-exempt employees in the Sworn Police Officers bargaining unit at the University.

Section 1.3 - Classification and Information Provided to Union

Upon request, the University agrees to furnish the Union, twice per calendar year, a complete list of names, titles, position classifications, unit, home and work site addresses and phone numbers and rates of pay of all employees in the bargaining unit. The University will also provide the Union with the names of UPO’s hired and/or no longer employed within thirty (30) days of those changes. Information related to job vacancies at the University is posted on the University web site. This section is subject to Md. Code Annotated, State Personnel & Pensions Article, Section 3-2A-08.

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 promptly notify the other. Following such notice, if the parties are in disagreement over whether or not the classification should be included in the unit, the parties shall meet and attempt to resolve the issue.

Section 1.4 - Integrity of the Bargaining Unit

A. The Employer retains the right to contract out services that are performed or that could be performed by employees covered by this MOU. The University understands that the Union opposes the contracting out of public services. Where the Employer decides to contract out a service that is performed by employees covered by this MOU, the Employer will provide the Union with written notice of its decision no less than sixty (60) days before the effective date of the service contract. The notice shall include the following:

1. A statement of what efforts will be made by the University to place affected employees in University positions that are vacant at the time of notice;
2. A statement of what employment possibilities are available with the contractor;
and

3. A statement of which employees, if any, will be laid off as a result of the contracting out of the services. Employees who are laid off are subject to Article 34 – Lay-Offs.

B. The parties specifically agree that this Article is intended to state the complete obligation of each party with regard to bargaining over the effects of a decision by the Employer to contract out.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 - Prohibition against Discrimination

Salisbury University has a strong institutional commitment to diversity and is an Affirmative Action employer, providing equal employment and educational opportunities to all those qualified, without regard to age, ancestry, class, citizenship, color, creed, sex, disability, ethnicity, gender, genetic information, immigration status, national origin, race, religion, sexual orientation, gender identity and expression, marital status, political affiliation, labor organization affiliation or lack thereof, and/or veteran status. The University adheres to Federal and State AA/EEO laws and University System of Maryland Board of Regents Policies Section VI General Administration: VI-1.00, VI-1.05, VI-1.10, VI-1.50, VI-1.60.

Section 2.2 Union Membership/Activity

The parties recognize that employees shall have the right to join the Union, and while off official duty or on official release time, assist the Union freely.

Section 2.3 - Representation

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

ARTICLE 3 – MANAGEMENT RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority, control and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3, SPP, which are incorporated by reference in this MOU.

Article 4 – UNION RIGHTS

Section 4.1 - Bulletin Board

The Employer shall provide space for one lockable bulletin board, provided by the Union, in the University Police Department. This bulletin board shall be for the exclusive use of the Union. The Union shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that posted items are not illegal, defamatory, inaccurate, partisan, or political

endorsements and that no item is detrimental to the safety and security of the University. At the time of posting, the Union shall provide an informational copy of all items to the Employer.

Section 4.2 - Meeting Space

The Employer agrees, subject to availability, to provide the Union with meeting space to conduct Union related meetings provided that the Union submits a written request for the use of the space, a reasonable period in advance of the date of the meeting, and complies with all University reservation procedures including any applicable fees.

Section 4.3 - Access to Employees

For the purpose of administration of this MOU, Union representatives, officers, and staff will have reasonable access to the premises of the University and, with prior approval of the Employer, to employees covered by this MOU. In addition, with the Employer's prior approval, the Union shall have access to the University Police Building Conference Room, when available, for the purpose of membership recruitment of SPOs during non-work time. Approval by the Employer will not be unreasonably withheld.

Section 4.4 - Administrative Leave for Union Activities

In each MOU year, the Employer shall credit the Union's release time account with eighty (80) hours to be allocated among employees covered by this MOU serving as Union representatives. Release time must be approved by the Chief of Police or designee and be consistent with operational needs. Release time may be used for approved Union business such as state or area-wide committee meetings or state conventions and Union sponsored labor relations training provided that the leave is requested a reasonable period of time in advance of when it is proposed to be taken. A reasonable period of time for purposes of this Section is at least thirty (30) days, and the Chief of Police or designee shall respond within ten (10) days of receiving the written request. Request for release time must be made in writing to the Chief of Police or designee and must identify the purpose, date(s) and time for which the leave is requested. Such time off will not be detrimental in any way to the employee's record, including when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments.

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

The leave provided for in this Section is the only Union Activities Leave applicable to employees covered by this MOU. Employees covered by this MOU are not entitled to Union Activities Leave or any other administrative leave for purposes identified in this subsection, under any statute, regulation, policy or otherwise, and they shall not be included in the count for any such leave.

Section 4.5 - Routine Office Supplies

The identified bargaining unit employee representative, or his/her designee, may make reasonable and responsible use of designated Police Department copiers and fax machines during non-work time, provided that such use does not interfere with the Employer's operations and is used for legitimate business purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying the Union of its intent to revoke such privileges and identifying in writing for the Union the specific usage(s) which is the basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee of \$.25 per copy.

Section 4.6 - Mail Service and E- Mail

Union area staff may use internal University mail systems, including computer/electronic mail/fax, for mailings sent to employees covered by this MOU. The use of computer/electronic mail/fax is subject to the same conditions and rules of use as described in Section 4.5. Confidentiality shall be maintained subject to the Employer's security needs.

Section 4.7 - Union Activity during Work Hours

The identified bargaining unit employee representative or designee may be granted time off with pay during work hours, the total of which on a daily basis shall not exceed the representative's normally scheduled workday, for attendance at labor/management meetings, committee meetings and activities (where such meetings or activities have been jointly established by the Union and the Employer), or, for meetings called or agreed to by the Employer (where such Union representatives are entitled and required to attend the meetings).

The Union representative will provide Departmental Management with as much notice as is possible in advance of such absences. Release time must have the advance approval of Departmental Management and be consistent with operational needs.

Section 4.8 - Union Filing Cabinet

The Union shall be permitted to have a lockable Union-provided filing cabinet in the Police Department.

Section 4.9 - Distribution of Information

The Union shall be permitted to place material for distribution in proximity to the Union designated bulletin board in the Police Department.

Section 4.10 - Employee Orientation

One Union representative shall be granted twenty (20) minutes during new employee orientation sessions organized by the Employer to meet with new bargaining unit employees who are covered by this MOU in order to make a presentation on behalf of the Union. In the event

the Employer does not provide for an employee orientation, a Union representative and the new bargaining unit employee who is covered by this MOU will be allowed twenty (20) minutes, with notification to and approval of the Chief of Police, without loss of compensation, to meet during work time to discuss information pertaining to the role of the Unions.

Section 4.11 - Exclusivity

The provisions of this Article, including but not limited to the provisions allowing for access to University facilities, shall apply exclusively to the Union.

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES

Section 5.1 – Regular Work Hours and Regular Work Week

A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days in the employee's workweek. Unless modified by the Employer, the normal workweek is forty (40) hours per week. The administrative workweek for purposes of reporting work time begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday. There is no guarantee of the number of hours of work in a day or week, provided however, that an employee's weekly hours will not be arbitrarily reduced. Nothing in this Article affects the University's right to discipline, furlough or lay off employees.

Section 5.2 – Work Schedule Changes

The Employer has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comports with the Fair Labor Standards Act (FLSA) and this MOU. In the event the Employer implements a permanent change in an employee's work schedule, the Employer will provide the affected employee with fourteen (14) calendar days advance notice.

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

Section 5.3 – Meals

Employees may take a twenty (20) minute paid meal break while on duty with notification to and prior approval of the supervisor. An employee working a twelve(12) hour shift may take two(2) twenty (20) minute paid meal breaks while on duty with notification to and prior approval of the supervisor. Employees may not combine the two meal breaks and may not observe such meal breaks at either the beginning or ending of their shift. Employees on meal break must respond as needed to emergency calls for service or other situations.

Section 5.4 – Timesheets

Employees are responsible for the completion of their timesheets, and are responsible for the accuracy of any information that they provide on their timesheets. Completed timesheets must be submitted at the time designated by the Department.

Section 5.5 - Temporary Work Schedule Changes

In the event the Employer implements a temporary, foreseeable change in an employee's work schedule, the Employer will provide the affected employee with fourteen (14) calendar days advance notice.

ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL AND CALL-BACK PAY

Section 6.1 - Overtime Pay **Section 6.1 has been amended. See page 105 for updates.**

Employees shall be paid overtime pay for any hours worked over forty hours in that employee's standard work week, at a rate of one and one-half times the employee's regular hourly rate of pay. An employee's standard work week shall include paid sick, annual, holiday, administrative and personal leave as hours worked. All overtime work must be pre-approved by the employee's supervisor.

Section 6.2 - Overtime Work

The amount of overtime shall be determined by the University. Where the University decides to work overtime prior to its commencement, the University assign UPO's deemed capable of performing the overtime work involved with the understanding that any UPO may, with prior supervisor approval, trade such overtime with another UPO also capable of performing such work. The University will make every effort to notify UPO's of overtime as quickly as possible. Any non-routine overtime will be offered to volunteers capable of performing the work however if no volunteer exists, the University reserves the right to schedule the mandatory overtime. No UPO will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period except under operational necessity as may be authorized by the Chief or his designee. Extra-duty overtime assignments that are assigned by the University shall be assigned as equitably as practical. Good faith attempts will be made to equalize overtime opportunities.

Section 6.3 - No Pyramiding of Overtime

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

Section 6.4 - Call-Back Pay

Employees who have been called back to work outside of their regularly scheduled shift will be paid at the appropriate rate, to include any applicable overtime, for the hours worked or a minimum of four (4) hours pay at the appropriate rate, whichever is greater. Where an employee has gone home after completing a day's work or is on scheduled off duty days and

subsequently is required to return to the normal place of work or any other location in order to perform a necessary task, travel time is included as work time. Additionally, such hours spent in travel shall be considered as hours worked and count toward the accumulation of overtime hours. Travel time counts toward the four-hour minimum call back time. An employee will be permitted to leave the work site with approval of the supervisor when the work assignment is completed unless the employee's scheduled work shift has commenced. There will be no duplication of hours of pay. An employee's shift will not be adjusted as a result of the employees' being called-back into work, unless the employee agrees to have his/her shift so adjusted. Call back does not apply to scheduled overtime.

Section 6.5 - Shift Differential Pay

Employees covered by this MOU who work a regularly scheduled shift starting between 2:00 p.m. and 1:00 a.m. are eligible for shift differential pay as provided herein. Shifts and eligibility for shift differential are not established by the time the employee begins work but rather by when an established shift starts. Shift differential is paid at the flat rate of \$1.20/hr. for hours worked (straight time or overtime) on a qualifying shift. Partial hours of shift differential are paid to the nearest one-tenth of an hour. An employee will be paid shift differential for leave taken for hours during which an employee was scheduled to work a qualifying shift and receive shift differential as provided herein, provided that payment of shift differential for any such leave will cease after ten (10) full workdays of continuous paid leave for which there has been a shift differential payment.

Section 6.6 - Cancellation Compensation

If a bargaining unit member is scheduled to work a University function or special event, outside of the employee's normal work schedule, and is notified less than eight (8) hours prior to the scheduled reporting time that he/she is not required to report due to the cancellation of the event or function for non-emergency reasons, the employee will receive three (3) hours at the straight time rate of pay. The member shall not be required to report for duty in order to receive the three (3) hours of pay.

Section 6.7 - Shift Coverage Overtime

Employees will be paid at the overtime rate for all hours worked prior to the start of their regularly assigned shift, where they are given less than eight (8) hours notice of the requirement to report early for their regularly assigned shift.

Section 6.8 – Limitation of Assignment

No officer will be forced to work more than two major University functions in a ten (10) hour period. "Major University functions" are limited to football games, lacrosse games, and dances, where those functions require on-staff police coverage.

Section 6.9 – Essential Pay

In the event the University closes, essential personnel required to work during the hours the campus is closed have the options of electing to earn either Administrative leave to be used at a later date, or to be paid the cash equivalent of the regular work hours of the closure, in addition to their regular hours worked. Earned Administrative leave must be used within six (6) months of the event.

Any overtime hours earned under this provision will be administered per the overtime policy.

ARTICLE 7 – HOLIDAYS

Section 7.1 - Recognized Holidays

Employees earn eleven (11) paid holidays per year and twelve (12) holidays during years of general congressional elections. These holidays include the following:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
General Congressional Election Day

In addition, employees earn three (3) University holidays. The actual dates of observation for paid holidays, including University holidays, vary from year to year.

Upon request and subject to the operational needs of the Department, an employee may observe a religious holiday, other than Christmas Day, provided that the time off is charged to personal leave or annual leave at the employee's choice.

Holiday guidelines are as follows:

- Holidays are earned on a monthly basis of one holiday per month with the exception of January and July, where two holidays are earned. In years where there is a general congressional election, two holidays are earned during the month of November.
- Holidays in the Police Department are prescheduled. The Employer reserves the right to assign holidays in accordance with this Article and shall make best efforts to grant the employees the days off requested, on a first-come, first-served basis, subject to operational needs. Holidays may not be carried beyond January 31st of the following year.

- Employees may not accumulate more than three (3) days of holiday leave without prior approval of the Chief of Police.
- The Employer will make reasonable efforts to schedule holidays so that no employee is required to work more than two of the following three holidays on their traditional days of observance per year (holiday season): Christmas Day, Thanksgiving Day, New Year's Day.
- Employees shall earn holiday leave on the first day of each month worked. Employees shall be paid for any unused holiday leave that has been earned as of separation from employment.
- Part-time employees on at least a fifty (50) percent of fulltime employment shall earn holiday leave on a prorated basis.

Section 7.2 - Holiday Pay

Employees who work on the traditional day of celebration for Christmas Day, New Year's Day, Fourth of July, Memorial Day, Labor Day and Thanksgiving Day will be paid for all hours worked on the holiday at one and one-half times their regular rate of pay.

Section 7.3 - Holiday Leave Requests

Provided the employee submits a holiday leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request.

ARTICLE 8 - MODIFIED DUTY

The purpose of modified duty is to facilitate the early return to work for those employees recovering from an illness or injury. Modified duty applies only to those employees who are expected to return to full duty in their previously held position.

In the event that an officer is deemed incapable of performing the full range of police duties on the basis of a documented, temporary medical restriction, he/she may, at the discretion of the Employer as provided herein, be placed on modified duty status, provided a suitable assignment is available.

Upon being placed on modified duty status, an officer will be assigned duties as limited by the medical restriction(s) imposed. Employees on modified duty status will not be required to report to work in uniform unless a determination is made by the Associate Vice President, Human Resources or designee, in consultation with the Chief and with the employee, that reporting in uniform is appropriate. The Chief may, on a case by case basis, suspend an officer's law enforcement authority during any period of modified duty.

- Modified duty assignments must be compatible with an employee's medical restrictions and are intended to support the employee's prompt return to full duty.

- Modified duty status assignments are temporary duty assignments for temporary conditions. The Department and University do not have and will not create permanent modified duty assignments.
- An employee on modified duty will not be assigned to perform duties of a level higher than the employee's regular classification.
- Modified duty employees may experience some temporary changes from their regular assignments in the areas of daily work hours, scheduled shifts, regular days off and holiday leave.
- Modified duty assignment will not alter the employee's bi-weekly salary but may affect shift differential pay.
- The modified duty assignment will be evaluated periodically and may be adjusted based upon the employee's medical progress.
- Modified duty assignments are not restricted to the employee's Department. In the event a modified duty assignment must be made outside the Police Department, the Employer will attempt to place the employee in a position which effectively utilizes the employee's knowledge, skills, and abilities.
- Employees on modified duty who need to be absent from work due to related or unrelated medical appointments will have those absences charged to sick leave, accident leave, or other appropriate leave balances.
- An employee on modified duty status must promptly notify the Chief when there are changes involving recommendations for modified duty status by certified medical providers, recovery prognosis, types of activities the employee is allowed to perform, or any other information or documentation relevant to the modified duty status.

Modified duty assignments shall not become permanent assignments and shall not exceed 180 calendar days in any 12 month period unless an exception is granted by the Associate Vice President, Human Resources or designee. Such exceptions will only be granted in extreme situations and when there is a clear prognosis that the employee, upon completion of the extension, will be able to resume his/her full duties.

A request for modified duty assignment evaluation may be initiated in writing by the employee, the employee's department head, or the Associate Vice President, Human Resources or designee, in any instance where an employee is absent from work due to illness or injury, and is not expected to or does not return to work for at least 14 calendar days.

The Office of Human Resources may require that injured or ill employees absent or expected to be absent from work, provide written authentication for a period of illness which includes the following:

- The date or dates the employee was seen by the medical provider;
- Medical restriction to be considered by management when identifying a modified duty assignment;
- Whether the medical provider recommends that the employee not report to work, the period of time involved, and the reason the illness or injury prevents the employee from working even with reasonable accommodation;
- A prognosis for recovery and an estimated date of the employee's return to full duty;

- The authorized signature of the following licensed or certified medical providers -- Physician; Physical Therapist; Clinical Psychologist; Dentist; Optometrist; Oral Surgeon; Chiropractor; Podiatrist, Nurse Practitioner; Nurse Midwife; Physician's Assistant; or an accredited Christian Science practitioner. Employees absent at least fourteen calendar days may be required to provide written authentication as cited above. Such certificate may be submitted to the Director of Human Resource or designee.
- Any medical information supplied in connection with this Article shall be treated as confidential information; any medical information supplied shall be kept in a secure file and shall not be part of the employee's personnel file.

The Associate Vice President, Human Resources or designee will determine whether an appropriate modified duty assignment exists upon consultation and coordination with the Chief, and with consideration of the medical information provided by the employee, staffing needs, and appropriate fiscal considerations.

At the expense of the University, the Associate Vice President, Human Resources may seek at any time a second medical opinion by a University named physician or other certified medical provider in the event that the medical restriction listed on the original certificate prevents the employee from performing any available modified duty assignment, to assist in determining an appropriate modified duty assignment, to verify the recovering employee's need or ability to be placed on modified duty or to continue on modified duty and/or to determine whether an employee is fit to return to full duty.

If the Associate Vice President, Human Resources or designee determines that an appropriate modified duty assignment does not exist, the employee shall remain on paid leave or leave of absence without pay, as appropriate, until such time as the Associate Vice President, Human Resources or designee can identify an appropriate placement for modified duty, the employee's condition improves sufficiently to allow a return to full duty or other appropriate administrative action is taken.

The Associate Vice President, Human Resources or designee may terminate accident or sick leave upon the employee's refusal to accept a modified duty assignment and upon three workdays notice to the employee of the intent to terminate accident or sick leave. The Associate Vice President, Human Resources or designee may approve the use of other forms of paid leave, recommend termination of employment or place the employee on leave of absence without pay. Other administrative actions may also be applied.

Any employee who is injured in the line of duty and who refuses modified duty shall be reported to the Injured Workers' Insurance Fund, and a request shall be made for a suspension of lost time benefits.

The Associate Vice President, Human Resources, in consultation with the Chief of Police, may terminate an employee's modified duty status where the employee's medical condition has changed to the extent the employee is no longer capable of performing the modified duty; or where the employee is not performing the modified duties in a satisfactory fashion; or there is

no longer a need to have the modified duties performed. In such instances, the employee will be handled pursuant to paragraph nine.

Where the employee's medical condition no longer requires modified duty, the Associate Vice President, Human Resources, in consultation with the Chief of Police, may return an employee, or an employee may submit a request to be returned, to full duty. Before returning to full duty from modified duty, the employee must be declared fit for duty. Where the employee initiates the request to return to full duty, the employee's certified medical provider must declare the employee fit for full duty, and the University retains the option of requiring that its certified medical provider also deems the employee fit to return to full duty. Where the University initiates the return to full duty, the University's certified medical provider must declare the employee fit to return to full duty.

In the event of a conflict of opinion between the employee's certified medical provider and the University's certified medical provider, the University's certified medical provider prevails.

Employees receiving accident leave take precedence over employees with non-work related injuries or conditions for assignments to modified duty status.

An employee's performance evaluation will not be adversely affected while on modified duty if the performance is satisfactory.

ARTICLE 9 – ANNUAL LEAVE

Section 9.1 - Accrual

Employees' annual leave accrual depends on the length of their University System of Maryland service. Leave can be used to the extent it is accrued and available. Annual leave is earned as follows and is administered per USM BOR VII-7.00 (Policy on Annual Leave for Regular Nonexempt and Exempt Staff Employees) and as updated from time to time:

Beginning with the date of employment through the completion of the 1st year: 11 days

Beginning with the 2nd year through completion of the 2nd year: 12 days

Beginning with the 3rd year through completion of the 3rd year: 13 days

Beginning with the 4th year through completion of the 4th year: 14 days

Beginning with the 5th year through completion of the 10th year: 15 days

Beginning with the 11th year through completion of the 20th year: 20 days

Beginning with the 21st year and thereafter: 25 days

Part-time employees working 50% or more earn annual leave on a pro-rated basis.

Section 9.2 - Approval and Scheduling

Approval of all annual leave requests is at the sole discretion of the Chief of Police or designee. All annual leave must be requested and authorized on a form designated by the Employer. Conflicting leave requests will be resolved on the basis of seniority. Requests for the use of annual leave will not be unreasonably denied.

For annual leave requests of five (5) days or more, provided the employee submits a leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request. Employees may request and be approved leave under this section no more than once per rolling twelve month period. Should such a leave request be denied, the employee may appeal the denial directly to the Chief of Police.

Section 9.3 – Accumulated Annual Leave

Employees may accumulate unused annual leave and may carry over from one calendar to the next calendar year up to a maximum of fifty (50) workdays or four hundred (400) hours. This maximum is prorated for employees working on a part-time basis.

Section 9.4 – Payment upon Separation

An individual separating employment will be paid for any earned but unused annual leave which has been credited and is available for use on the day of separation. Payment will be made no later than two (2) paydays following separation. In the event the employee dies before annual leave payment is made, the employee's leave payout is not forfeited but is paid to the employee's spouse or other appropriate person or entity.

ARTICLE 10 – SICK LEAVE

Section 10.1 - Purpose

The purpose of this Article is to specify the details regarding the earning, accumulation, and use of sick leave. This Article is written in compliance with the University System of Maryland (USM) Policy VII-7.45-Policy on Sick Leave (approved by the Board of Regents, December 5, 1997 and last amended February 14, 2014), as well as USM Policy VII-7.49 - Policy on Parental Leave and Other Family Supports (approved by the Board of Regents June 22, 2012).

Section 10.2 - Definition of Sick Leave

"Sick leave" is paid leave earned by employees to provide protection against loss of earnings when an employee is absent as a result of illness or other circumstances of a medical nature that are covered by this Article.

Section 10.3 - Rate of Earnings and Accumulation of Sick Leave

Sick leave is earned at the rate of fifteen (15) days per year accrued on a bi-weekly basis. Employees who work part-time (at least 50 percent, but less than 100 percent, of full-time) earn sick leave on a pro rata basis. Sick leave may be accumulated without limit, and unused sick leave may be carried over from one calendar year to another. Upon retirement, accrued sick leave may

be used as a service credit (if the employee's particular retirement plan so provides), in accordance with applicable laws and regulations.

Section 10.4 - Use of Sick Leave

Earned sick leave may be granted if an employee is absent for any of the following reasons:

- A. Illness, injury, or disability of the employee.
- B. An emergency medical appointment, or a pre-scheduled and approved medical appointment for the employee with a practitioner or provider listed in Section 10.5 of this Article that cannot be scheduled during non-work hours.
- C. Illness or injury of a member of the employee's immediate family, or pre-scheduled and approved medical appointment for members of the employee's immediate family with a practitioner or provider listed in Section 10.5. of this Article that cannot be scheduled during non-work hours.
 - 1. Immediate family, as used in this Article, includes the following: employee's spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, other relative who is a permanent resident of the employee's household, or legal dependent regardless of residence. The Chief of Police or designee may require an employee to provide certification by a medical provider as listed in Section 10.5 of this Article, to verify the need for the employee to care for the ill family member and that the employee did so.
- D. Death of a relative
 - 1. A maximum of three (3) days may be charged to earned sick leave in the event of the death of any of the following family members: spouse, children, step-children, parents of employee or spouse or others who took the place of parents, brothers and sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, son-in-law, daughter-in-law, or other relative who was a permanent resident of the employee's household. If travel requiring the employee to stay away from home overnight is involved, a maximum of five (5) days may be charged to earned sick leave upon request of the employee.
 - 2. A maximum of one (1) day may be charged to earned sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.
- E. Pregnancy-related disabilities and childbirth.

1. Upon written request, a female employee may use earned sick leave for any period of time related to temporary disability during pregnancy or related to childbirth and her immediate physical recovery after the birth.
 2. The employee must keep the Chief of Police or designee informed of any changes to her condition, which affect the length of time she will need to be absent from work by submitting written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this policy.
- F. Care of a child immediately after birth or placement of a child with the employee for adoption.
1. A maximum of thirty (30) days of earned sick leave may be used by an employee to care for his/her child immediately following the birth of the child.
 2. A maximum of thirty (30) days of earned sick leave may be used to care for the employee's child immediately following the placement of the child with the employee for adoption.
 3. The employee must provide to the Chief of Police or designee satisfactory documentation of the birth of the child or an agreement of placement for adoption.

Section 10.5 - Verification of Absences Charged to Sick Leave; Definitions

- A. In order to insure that sick leave is used in accordance with the provisions of this Article, the Chief of Police or designee may require an employee to submit written documentation of an illness, injury, or disability in accordance with Section 10.6 of this Article. Such a requirement shall be imposed for not more than 6 months with the ability of the Chief of Police or designee to extend the requirement for cause. The Chief of Police may require an employee who is absent more than five (5) consecutive days to provide written documentation of the medical reason for the absence. In all other circumstances, where the Chief of Police or designee determines that written documentation will be required, the employee must be notified in writing in advance of the requirement. Written documentation provided by the employee must be signed personally by an accredited Christian Science 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.

- B. The written documentation must include but is not limited to:
1. A written statement from the medical provider indicating that the employee is required to be absent from work due to illness;
 2. The duration of absence from work;
 3. A prognosis of the employee's ability to return to work;
 4. Title and original signature of the medical provider; and
 5. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article.
- C. Illness or injury of or medical appointment for members of the employee's family.

When the employee has been placed on notice of the need for verification of sick leave, the employee must submit written documentation of the need for the employee to be absent because of the illness or injury of, or a medical appointment for a member of the employee's immediate family as defined in Section 10.5 of this Article. The verification documentation must include the dates of the employee's absence and must be signed personally by a practitioner or provider listed in Section 10.5. of this Article.

Section 10.6 - Documentation and Abuse of Sick Leave

1. Excessive use and/or abuse of sick leave may result in progressive disciplinary action up to and including termination from employment.
2. Upon direction of the Chief of Police or designee and with the concurrence of the Associate Vice President, Human Resources or designee, an employee who uses excessive amounts of or otherwise abuses sick leave must provide a medical certificate signed by a qualified medical practitioner to verify the use of sick leave.
3. When considering whether to require a medical certificate for use of sick leave as provided herein and in Section 10.5.A, the Chief of Police or designee should base the action on documentation of one or more of the following:
 1. the employee has been absent for more than five (5) consecutive days;
 2. the employee has had more than four (4) undocumented absences of more than four (4) hours of sick leave use in a twelve-month period;
 3. the employee has provided medical certification for past absences but the certification has not provided accurate information;
 4. there is a pattern to the employee's absences (e.g. consistent absences on a particular day of the week, the day before or after a scheduled holiday, or on days when projects or assignments are due);
 5. based upon observation or other relevant evidence, there are reasonable grounds to believe that the employee is not sick;

6. the employee uses more sick leave than is needed for a medical appointment (verified and documented);
7. the employee's absences are having a negative impact on his/her ability to accomplish work tasks (i.e. assignments are not completed); and/or,
8. the Employer has other reasonable grounds to suspect that the employee is abusing sick leave.

Section 10.7 - Fitness for Duty

- A. When considering whether to require a medical examination and evaluation in regard to fitness for duty, the Chief of Police or designee should base his/her action on documentation of at least one of the following indicators:
1. the employee appears unfit for duty (demonstrates some limitation of his/her ability to perform some or all of the job tasks due to illness, injury, or other disability);
 2. the employee complains of a medical condition(s) and indicates that he/she has not sought medical attention; and/or,
 3. the employee indicates that he/she cannot perform job tasks due to a medical condition.

If the Chief of Police or designee concludes that an employee is unable to regularly and routinely perform the duties and handle the responsibilities of his/her position, the Chief of Police or designee may notify the Associate Vice President, Human Resources or designee, in writing, of the circumstances surrounding the matter and request a medical examination and evaluation of the employee to determine fitness for duty. The Chief of Police or designee must provide the Associate Vice President, Human Resources or designee with supporting documentation and a job description. The Chief of Police or designee will inform the employee, in writing, that this action is being taken.

- B. The Associate Vice President, Human Resources or designee will determine whether to refer the employee to a physician for a medical examination and evaluation. If the determination is to refer the employee to a physician, the Associate Vice President, Human Resources or designee will direct the employee to visit a physician selected by the University. The examination will be paid for by the Employer. The employee may also visit the employee's personal physician at the employee's expense.
- C. If the medical examination reveals that the employee is unable to regularly and routinely perform the duties and handle the responsibilities of the employee's position, the Associate Vice President, Human Resources or designee will place the employee on sick leave or will take action in accordance with the University/USM policies and/or procedures on reasonable accommodation; modified duty; demotion; disability retirement (if applicable); resignation; or termination of employment. (Policies VII – 7.41, 9.40, Guidelines – MD State Retirement & Pension System, Americans with Disabilities Act (ADA))

- D. If there is a conflict between the evaluation, diagnosis, prognosis, or recommendation of the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee may require further medical examinations and evaluations of the employee by a third physician selected by the University in order to make a determination concerning the appropriate action to be taken regarding the employee's employment status at the University. The University will pay the costs of those further examinations and evaluations ordered by the Associate Vice President, Human Resources or designee.

Section 10.8 - Advanced Sick Leave

- A. An employee who sustains a temporary, recoverable illness, injury, or serious disability may be eligible to borrow up to sixty (60) days of sick leave in any one calendar year. This advanced sick leave may be granted by the Associate Vice President, Human Resources or designee at the rate of fifteen (15) days for each year of the employee's completed USM/State service. In addition, the employee must have a satisfactory record of work performance and sick leave usage and must have exhausted available paid leave.
- B. Advance sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of advanced sick leave shall be at the discretion of the Associate Vice President, Human Resources or designee.
- C. The employee or someone on the employee's behalf must submit to the Associate Vice President, Human Resources or designee a written request for advanced sick leave using the Human Resources Department's Advanced Sick Leave Request Form Package, as far in advance of the first requested day of leave as possible. If there is an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this policy. The Associate Vice President, Human Resources or designee will notify the Chief of Police or designee of the employee's request and the Associate Vice President, Human Resources or designee will approve or deny the request. Advanced sick leave will be granted in increments of at least one (1) day. The request must include a signed agreement to repay the advance leave as provided in Section H below.
- D. An employee who is on advanced sick leave continues to earn sick leave and annual leave, which are applied to the employee's absences as they are earned. Personal leave and holiday leave are credited while the employee is on advanced sick leave and is applied to the employee's absence as they are credited. If a holiday occurs during a period of advanced sick leave, the day is considered a holiday and not an advanced sick leave day. Worksite closures because of weather or emergency conditions do not reduce advanced sick leave usage.

- E. The Associate Vice President, Human Resources or designee will not approve a request for advanced sick leave if the illness, injury, or disability occurred on the job and the employee has been granted accident leave or temporary total disability benefits by the Worker's Compensation Commission.
- F. The Associate Vice President, Human Resources or designee will not approve a request to use advanced sick leave for illness or death in an employee's family.
- G. The Associate Vice President, Human Resources or designee may require an employee who is on advanced sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature or extent of the illness, injury, or disability and the length of time necessary for recovery and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee will choose which report to use as a basis for action. The University will pay the costs of examination ordered by the Associate Vice President, Human Resources or designee. The decision of the Associate Vice President, Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.
- H. Advanced sick leave is a debt that must be paid back to the University/USM upon the employees return to work or upon the employee's separation from employment, whichever occurs first. Upon returning to work, the minimum rate of repayment is one-half of the rates at which the employee earns sick leave and annual leave. The employee may also elect to repay the University/USM by applying any earned leave to the debt or by reimbursing the University/USM with cash.

Section 10.9 - Extended Sick Leave

- A. An employee who sustains a temporary, recoverable illness, injury, or serious disability and has completed at least five (5) years of USM and/or State service may request extended sick leave, which may be granted by the Associate Vice President, Human Resources or designee. The cumulative total of extended sick leave that may be approved throughout an employee's entire USM/State service is twelve (12) work months (52 workweeks). The employee must have a satisfactory record of work performance and sick leave usage and must have exhausted all available paid leave, including advanced sick leave.
- B. Extended sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of said leave shall be at the discretion of the Associate Vice President, Human Resources or designee.
- C. The employee or someone on the employee's behalf must submit to the Associate Vice President, Human Resources or designee a written request for extended sick leave using the Human Resources Department's Extended Sick Leave Request Form Package as far in advance of the first requested day of leave as possible. If there is an emergency situation, the request must be made as soon as possible. The request

must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this policy. The Associate Vice President, Human Resources or designee will notify the Chief of Police or designee of the employee's request and the Associate Vice President, Human Resources or designee will approve or deny the request. Extended sick leave will be granted in increments of at least one (1) day.

- D. An employee who is on extended sick leave continues to earn sick leave and annual leave, which are applied to the employee's absence as they are earned. Personal leave and holiday leave is credited while the employee is on extended sick leave and is applied to the employee's absence as they are credited. If a holiday occurs during a period of extended sick leave, the day is considered a holiday and not an extended sick leave day. Worksite closures because of weather or emergency conditions do not reduce extended sick leave usage.
- E. The Associate Vice President, Human Resources or designee will not approve a request to use extended sick leave for illness or death in an employee's family.
- F. The Associate Vice President, Human Resources or designee may require an employee who is on extended sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature and extent of the illness, injury or disability and the length of time necessary for recovery and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee will choose which report to use as a basis for action. The University will pay the cost of examinations ordered by the Associate Vice President, Human Resources or designee. The decision of the Associate Vice President, Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.
- G. Extended sick leave is leave with pay that does not have to be paid back to the University/USM.

Section 10.10 – Leave Reserve Fund

Employees shall have access to the USM Leave Reserve Fund pursuant to the eligibility criteria of that fund.

Section 10.11 – Expenditure of Sick Leave

Whenever an employee uses up all accumulated leave of any kind, including Family Medical Leave, if eligible, and does not return to work, the employee may be subject to termination of University employment.

Section 10.12 – Parental Leave and Other Family Supports

The USM Policy VII—7.49 Policy on Parental Leave and Other Family Supports for Staff, as approved by the Board of Regents, June 22, 2012, is intended to support USM staff in balancing professional and family demands during and after the birth or adoption of a child through measures to promote a “family-friendly” environment on each USM campus. These measures include the establishment of a minimum assured period of paid parental leave of eight (8) weeks and the availability of lactation facilities on each campus. To this end, Salisbury University will adhere to all provisions within the policy and as it is updated from time to time.

ARTICLE 11 - ACCIDENT LEAVE

Accident leave is leave in which the employee receives two-thirds of his/her regular pay that is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act and (2) a physician examines the employee and certifies that the employee is disabled because of the injury. Only employees who are appointed on a regular basis and who are otherwise eligible for leave shall be eligible for accident leave. Accident leave is administered in accordance with USM Policy VII-7.40, Policy on Accident Leave for Exempt and Non-Exempt Employees. An employee who is injured while at work and is unable to return to work as a result of the work accident may 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. In addition, an employee has the right to file a claim with the Workers' Compensation Commission. For an employee to be eligible to receive consideration for 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 immediately to his or her supervisor and promptly completes the necessary incident report forms. (The employee's supervisor is responsible for submitting a report of the accident to the DHR or designee within twenty-four (24) hours following the injury.)
3. Within three (3) workdays of the injury, a physician must examine the employee and certify the employee is disabled.

ARTICLE 12 - FAMILY AND MEDICAL LEAVE

An employee may be eligible for a maximum of twelve (12) weeks (60 days) of paid or unpaid Family and Medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act (FMLA) of 1993 and USM Policy VII-7.50 as it is updated from

time to time. See also USM Policy VII-7.49 - Policy on Parental Leave and Other Family Supports (approved by the Board of Regents June 22, 2012).

ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY

Employees may take leave of absence without pay in accordance with the provisions of USM Policy VII 7.12, (May 1, 1992, as amended November 12, 1993).

ARTICLE 14 - ADMINISTRATIVE LEAVE

Employees in the bargaining unit, at the discretion of the Employer, may be permitted or required to use administrative leave with pay as follows:

1. To participate in union business in accordance with Article 4, Section 4.4 for participation in Union Activities.
2. For purposes determined by the Employer to be in the best interest of the University.

The nature of the employee's position may require that the employee work on days when the Employer closes the University and declares an administrative leave day or partial administrative leave day for other employees due to weather conditions or emergency situations. In such circumstances, employees covered by this MOU have the option of receiving, on an hour for hour basis and in addition to the employees' regular compensation, either administrative leave at the straight time rate for all hours actually worked during the closing or pay at the straight time rate for all hours worked during the closing. Employees covered by the MOU who fail to report to work as directed during such circumstances, without approval by management, may not use any form of leave to cover the hours they are scheduled to work, and they may face disciplinary action, where appropriate.

ARTICLE 15 - MILITARY SERVICE

Section 15.1 - General

An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave. This shall be applied in accordance with BOR Policy VII-7.23 USM Policy on Military Leave with Pay for Exempt and Non-Exempt Staff Employees on Regular Status.

Sections 15.2 - Call up to Active Military Duty During a National or International Crisis or Conflict

Leave due to call up to active military duty during a national or international crisis or conflict will be in accordance with applicable USM policy.

ARTICLE 16 – WAGES

Section 16.1 - Step Increase System

Effective with the date of ratification by the FOP and upon ratification by the Board of Regents, (FY 16), each Member shall be compensated according to the Police Pay Scale, attached as appendix 1, ("Police Pay Scale"), at the annual rate of pay for the classification and step applicable as of the enclosed chart noted as Appendix A, unless reclassified or unless granted a step increase as follows.

In the event that the USM grants merit increases to employees for any one of the fiscal years covered by this MOU, each member shall move one (1) step on the attached wage scale effective July 1 of the corresponding fiscal year provided that funding is available and the employee's performance is satisfactory or better on their last prior performance evaluation.

The University shall include a sufficient funding request for step increases in its budgetary submission each fiscal year covered by the MOU. The step increases described in this section however, shall occur only if the State Legislature and the University System of Maryland (USM) approves and allows merit funding for step increases.

Section 16.2 - COLA Increase to Police Pay Scale

Subject to approval and funding by the General Assembly, a cost of living adjustment will be provided to bargaining unit employees at the same time and in the same amount and/or percentage as any cost-of-living adjustment (COLA) given to other regular University employees as provided in the fiscal years 2016, 2017 and 2018 budgets. The Police Pay Scale will be reviewed and adjusted in accordance with the standard nonexempt salary structure review that occurs every two years at the USM.

Section 16.3 - Reclassification – Master Police Officer

Upon completion of the three (3) most recent consecutive years as a UPO II with a performance evaluation of at least "meets standards" in each category, a Member is eligible to take a proficiency test for reclassification within the UPO II structure (6% salary increase). In addition to the three year requirement, a member shall meet the below listed qualifications.

1. During the previous 12 months, a member shall not have received departmental discipline, above "summary punishment "(as defined in the LEOBR)
2. During the previous 12 months, a member shall not have been placed in the University's "one day sick leave program".

An eligible Member may take the test only one time during each fiscal year when the test is offered. (A fiscal year is the period from July 1 in any year through June 30 of the following calendar year.) Upon successful completion of the proficiency test, with a passing score of 75% or higher, the Member will be reclassified. This reclassification in rank under these conditions may only occur once during the employee's tenure with Salisbury University.

While the University welcomes suggestions and input from the Union and from Members regarding the information which the proficiency test is intended to cover, the actual questions included in the proficiency test for eligibility to be reclassified, remain within the sole

discretion of the University. The University shall ensure that all issues surrounding the test meet with the standards recognized by CALEA. The University will offer the proficiency test at least once each fiscal year and it shall be within the University's sole discretion when and how many times during a fiscal year to offer such test.

Section 16.4 - Transition to new Police Pay Scale

Effective with the date of ratification by the FOP and upon ratification by the Board of Regents, each member shall be placed on the Police Pay Scale, attached as Appendix A. For transition purposes only, employee salaries will be set by matching the corresponding existing salary to the classification and to the corresponding step on the Police Pay Scale. Existing salaries falling between steps shall be matched to the lower step level for the classification for this transition without a loss of income to any Uniform Police Officer.

ARTICLE 17 – PERFORMANCE EVALUATIONS

Section 17.1 - Performance Ratings

Employees shall receive a written performance evaluation at the following intervals.

- Mid-way through the initial probationary period;
- At the end of the initial probationary period;
- Annually thereafter (normally March/April).

The purposes of the performance evaluation are to provide a means by which to document performance; to ensure that employees are performing at acceptable levels; to establish a procedure for improving performance and correcting performance problems should they occur; and, to provide the opportunity for management and employee communication on performance.

An employee shall be rated on the achievement of performance objectives and standards established by the Department and reviewed with the employee by the Chief or designee (the evaluating supervisor) during the annual expectations meeting as well as employee performance related to an established set of performance factors, established by the Employer and discussed with the employee at the expectations meeting.

An employee shall receive one of the following ratings:

- Above Standards
- Meets Standards
- Below Standards

In addition to a formal written annual performance review, employees will also receive an informal mid-year performance review. A summary of the mid-year performance review will be prepared by the Chief or designee, and a copy will be provided to the employee.

Section 17.2 - Expectations Meeting

Each year (normally March/April), an employee will meet with the Chief or designee who will be responsible for conducting the employee's performance review for the upcoming year.

At the expectations meeting, the Chief or designee and the employee will discuss the specific performance factors for which the employee will be held accountable, and the employee and the Chief or designee will establish the employee's performance objectives and standards for the upcoming year. The expectations meeting will be documented in writing to include a review and update of the employee's Position Information (PI) and will be signed by both the Chief or designee and the employee. The employee will be given a copy of the PI.

An expectations meeting will also be held with each employee at the time of hire.

Section 17.3 - End of Probation and Mid-Year Performance Appraisals

When the employee's probationary period ends, the Chief or designee, with input if applicable from the supervisor to whom the employee is assigned, will prepare a written performance evaluation of the employee. The performance evaluation shall address both an evaluation of the employee's performance and a performance improvement plan, as needed.

The employee and the Chief or designee will meet to discuss the performance evaluation, and will document in writing the results of the evaluation, including:

1. An overall performance rating.
2. Any modifications made to the employee's job description;
3. Individual performance factors established by the Chief or designee that will assist the employee in accomplishing the employee's overall objectives for the next evaluation period; and,
4. Any training needs established.

Where an employee's performance is below Meets Standards, the Chief or designee will also conduct a mid-year or more frequent evaluation with the employee, as needed.

Section 17.4 - End-of-Year Appraisal

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

1. An overall performance rating;
2. Modification of the employee's job description (if applicable);
3. Individual performance factors established by the Department Head or designee that will assist the employee in accomplishing the employee's overall objective for the next evaluation period;
4. Recommendations for training as appropriate; and
5. A written self-assessment prepared by the employee, if they so desire.

The performance evaluation requires the approval of the evaluating supervisor's supervisor or the Chief. The approval should be secured prior to the end-of-year evaluation meeting with the employee.

The evaluating supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. The employee must sign the evaluation and a copy will be placed in the employee's personnel file. A statement of an employee's comments and/or objections to an evaluation may be attached and put in the employee's personnel file.

Annual Performance evaluations of Meets Standards or above may only be grieved through Step 2 of the grievance procedure; overall performance evaluations of Below Standards may be grieved through the entire grievance process. Informal mid-year performance reviews are not grievable.

Section 17.5 - Appraisal of Supervisors

Employees may anonymously evaluate on an annual basis, in writing, on a form provided by the Employer, the Chief or evaluating supervisor. Employee evaluations of the Chief or evaluating supervisor will be submitted to the Associate Vice President, Human Resources for processing who will share the results with the Chief and applicable Vice President.

Section 17.6 - Deficient Performance

If at any time an employee's performance is considered to be at a level which fails to meet standards, the employee's supervisor shall notify the employee in writing as soon as possible. Unless the deficient performance occurs late in the evaluation period, the notice of deficient performance should be given sufficiently in advance of the employee's annual evaluation so that the employee is afforded the opportunity to attempt to improve performance to a meets standards level.

ARTICLE 18 - TRAVEL/TRANSPORTATION EXPENSE

All travel must be documented and pre-approved by the Chief of Police or designee.

Vehicle use, mileage and reimbursement for travel related expenses, including per diem meal reimbursement, are governed by the University's Travel Policy and Regulations.

The Accounts Payable office will make reimbursement for travel. Itemized expense forms must be completed and submitted with the necessary receipts to Accounts Payable within thirty (30) days following travel, or within ten (10) days following travel for employees who received travel advances. Expense forms will be reviewed by the Accounts Payable Department for correctness and compliance with the University's Travel Policy and Regulations.

The cost of hotel accommodation is reimbursed on the basis of receipts for a single-room rate.

ARTICLE 19 – HEALTH, SAFETY AND WELFARE

Section 19.1 - Duty for Safe Work Environment

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

Section 19.2 - Unsafe Work Conditions

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

Section 19.3 - Workplace Violence

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

Section 19.4 - Drug and Alcohol Use and Possession

The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the Governor's Executive Order on Substance Abuse. Unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol by employees in the workplace is prohibited under University policy. It is, however, recognized that employees may be properly in possession of alcohol and controlled substances in the normal course of their duties.

Reporting to work under the influence of controlled substances or alcohol is also prohibited.

In addition to any legal penalties under federal and state law, employees found to be in violation of this provision shall be subject to appropriate proceedings as provided for under LEOBOR.

ARTICLE 20 – PERSONNEL FILE

Official personnel files are kept in the Department of Human Resources. Employees who wish to view their official personnel record must complete and submit to the Department of Human Resources a request to view/copy Personnel file form. All files shall be reviewed in the Department of Human Resources in the presence of the Associate Vice President, Human Resources or designee. Employee requests for an appointment to view their official personnel file will be scheduled and held within one week of the date of the request, unless circumstances prohibit. At the time of review, employees may be required to initial and date all records in the file.

Any written complaints concerning an officer will be forwarded to the Chief of Police for appropriate disposition.

Any requests for copies from the personnel file may incur a copying cost of \$.25/per page for each page copied over ten (10) pages.

Official personnel files are confidential to the employee and the University. They will not ordinarily be released to anyone outside the University unless the employee supplies a signed written authorization releasing the file (or part of it) on a form provided by the University or unless requested by law. The University may require that the authorization be notarized and that the delegate provide proof of identification.

All records in the official personnel file are available for the employee's review.

Working copies of personnel files may be kept in the office of the Chief of Police or designee, and are not subject to review.

All requests for verification of employment for current or former employees are to be directed to the Department of Human Resources, and all requests for references shall be referred to the Chief of Police.

ARTICLE 21 – JOB RECLASSIFICATIONS AND PROMOTIONS

Section 21. 1 - Job Reclassification Procedures

Reclassification of a position may occur where a review of the position indicates a significant change in any of the following: type of work performed; difficulty and complexity of

duties; level of responsibility; or, required knowledge, skills, and abilities. An employee may not initiate a reclassification request where a job study has been completed within the past twelve (12) months, unless the job duties have significantly changed. The employee or his/her supervisor may initiate a request for a reclassification review using the following procedures:

In the case of employee initiation of a request, the employee shall prepare a Position Information Form (PI) and submit it to his/her supervisor to be reviewed and approved for accuracy and completeness. Within ten (10) workdays, the supervisor shall review the form and return it to the employee indicating agreement or disagreement. The supervisor and employee signatures represent an acknowledgement of the review.

Following review and signing of the PI, the supervisor shall promptly submit the PI with documentation to the Department of Human Resources with a request for a position review. If the supervisor disagrees with the employee about the nature of the employee's job duties, the supervisor must provide the Department of Human Resources with written documentation of the reasons for disagreement and sign the form.

In the case of a supervisor initiation of a request, the supervisor shall prepare a PI, seeking input and feedback from the employee. The supervisor and employee signatures represent an acknowledgment of the review.

The Department of Human Resources shall provide date of receipt acknowledgement of the request to the employee and supervisor.

Unless an extension is agreed to among the Department of Human Resources, the supervisor and the employee, the Department of Human Resources shall initiate the position review process within 30 days of acceptance and complete its review within 90 days of acceptance.

If the process supports reclassification, the Department of Human Resources will provide documentation to the Vice President of Administration and Finance for approval.

The Department of Human Resources or designee shall provide written notification of the decision to the employee and supervisor.

All job reclassification requests may only be submitted to the Department of Human Resources during the months of May and June. Where the Vice President of Administration and Finance approves the Department of Human Resources' recommendation that a reclassification be awarded, the decision will be retroactive to the first full pay period beginning on or after the July 1 following the submission of the reclassification request to the Department of Human Resources. The University reserves the right to suspend acceptance of job reclassification requests for fiscal reasons.

Section 21.2 - Pay on Reclassification Promotion

Upon reclassification promotion, the salary for an employee shall increase at least six percent (6%) as long as it does not exceed the maximum of the new range.

Section 21.3 - Pay on Reclassification Demotion

Upon reclassification demotion, should the maximum pay rate in the lower grade be greater than the pay rate currently paid to the employee, the employee's current rate will remain unchanged. If the employee's pay rate before demotion is above the maximum appropriate new grade, the employee's pay rate shall be reduced to the maximum of the appropriate new pay grade.

Section 21.4 - Pay on Reclassification Demotion/Disciplinary

If reclassification/demotion is the result of disciplinary action, pay shall be reduced to the maximum of the lower grade, or by 6%, whichever is the greater reduction.

Section 21.5 - Promotional Opportunities for Bargaining Unit Positions - Notice of Opportunity

A promotional opportunity is an opportunity for advancement into a higher ranking bargaining unit position within the Police Department. When a promotional opportunity exists for a bargaining unit position within the Police Department, which the University intends to fill, the Department will post the opportunity internally, on a bulletin board in the University Police building, for a period of no less than ten (10) working days and via e-mail to all unit employees. The position announcement will identify the position by the title, and shall include the minimum qualifications and skills necessary for the position in accordance with USM Job Class Specifications. The announcement will also state how and where to file and the closing date for receipt of internal applications, which shall not be less than ten (10) working days from the date of the initial posting. Where no employee covered by this MOU applies for the promotional opportunity during the ten (10) working day period, or all who respond are precluded under the Article from eligibility or are not qualified, the position will then be advertised and filled externally. Under special circumstances, at the request of the Chief of Police, and with the concurrence of the Associate Vice President, Human Resources, a position may be posted internally and advertised publicly concurrently; the Employer will notify the Union when it elects to proceed in this fashion.

Section 21.6 - Eligibility Requirements

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

- Have completed any probationary period associated with the employee's job classification;
- Have not been required to provide verification for sick leave use, pursuant to Article 10.5 A of this MOU, within six (6) months of the date of the application;

- Be in good physical condition; an employee who is currently on modified duty status or on leave must provide documentation verifying he/she will return to work on full duty status within forty-five (45) days of the posting of the notice, unless the modified duty restriction of the employee does not prohibit the employee from performing the required tasks of the job. Documentation verifying eligibility to return to work on full duty status must be attached to the employee's application materials when delivered to the Department of Human Resources' office.
- Have received a rating of "meets standards" or better on the employee evaluation immediately preceding the date of the employee's application.
- Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skills necessary to perform the duties of a position must be evident and clearly documented for any individual applying for a promotional opportunity.

Section 21.7 - Promotional Process

The University shall design the promotional process applicable to any particular promotion or promotions. Any such process used will be based upon merit principles and will be reviewed and approved by the Department of Human Resources prior to the promotional announcement. The promotional announcement will include a specific explanation of the process to be used for the particular promotion. At a minimum the promotional process will include the following factors:

- a. written examination
- b. oral interview
- c. work history and job performance (including prior evaluations)
- d. educational background
- e. job related training/certifications

Selection of the successful qualified candidate shall be based on the factors included in the promotional process and is solely within the discretion of the Chief of Police with the review of the Department of Human Resources and approval of the Vice President of Administration and Finance.

ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION

Section 22.1 – General

A Job Specification is a statement of the essential components of a job class including a summary of the work to be performed, primary duties and responsibilities of the job and the minimum qualifications and requirements necessary to perform the essential functions of the job. The Department of Human Resources maintains USM Job Specifications for nonexempt positions. Because these specifications are system-wide, they cannot be changed, deleted, or amended without the approval of the USM office. Job specifications are available in the Department of Human Resources and on the USM website.

A Job Description is the statement of the actual job duties and responsibilities that an employee performs. It is more detailed and specific than the Job Specification. Employee job descriptions are developed in accordance with USM Job Specifications. A Position Information Form (PI) is used to record an employee's actual duties and responsibilities.

The Employer retains the right to change an employee's job duties, job description and job specification. Upon initial employment and upon each significant change in duties and/or job classification thereafter, an employee will be furnished a copy of his/her job description. Job descriptions will be updated as frequently as the Employer deems necessary and appropriate to reflect current duties. Employees will be provided an opportunity for input. Each year, to coincide with the performance evaluation process, each employee's PI will be reviewed and updated as appropriate.

ARTICLE 23 – TRAINING

The Employer will determine and establish the training needs of the employees covered by this MOU, which will be consistent with the Maryland Police and Correctional Training Commission guidelines. Additional or advanced training involving specialized functions will be assigned after all officers have had an opportunity to apply for the training. Assignment to the training will be done competitively. Employees will be paid for time spent in University-required or approved training consistent with the provisions of this MOU and the FLSA. The Department will pay any pre-approved fees associated with Department required or approved training. An employee who is scheduled for a training day will not ordinarily be scheduled to work the shift immediately before or after the training. The Department will use reasonable efforts to assign officers to required training on days that the officers are scheduled to work day shift, the 4pm to 12am shift, or on days immediately preceding their scheduled days off on the 12am to 8am shift, provided that the Department can assign training days as needed to fulfill training requirements.

ARTICLE 24 - DISCIPLINE/LAW ENFORCEMENT OFFICERS BILL OF RIGHTS

The parties recognize, agree, and understand that the Law Enforcement Officers Bill of Rights (LEOBOR) applies to the employees covered by this MOU and that nothing in this MOU is intended to alter, amend, or modify any rights, duties, or responsibilities that the LEOBOR provides or imposes on the Employer or the employees covered by this MOU. The parties further recognize, agree, and understand that the procedures set forth in the LEOBOR are the sole and exclusive procedures for resolving matters subject to the LEOBOR and no aspect of any matter subject to the LEOBOR is subject to the grievance procedures contained in Article 25 of this MOU. 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 LEOBOR Section 728.4

ARTICLE 25 – GRIEVANCE PROCEDURE

Section 25.1 - Definition

Except for matters covered by the Law Enforcement Officers Bill of Rights, or as otherwise excluded by this MOU, "Grievance" means any cause of complaint arising between an employee who is subject to this MOU and the University on a matter concerning alleged discrimination, promotion, assignment, interpretation or application of University rules or departmental procedures, or interpretation or application of the terms of this MOU, over which the University management has control. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

Section 25.2 - Procedure

A grievance shall be presented and adjusted in the following manner:

Step One: Within thirty (30) calendar days after the event giving rise to the grievance, or within thirty (30) days of the time when the employee should reasonably become aware of its occurrence, the aggrieved employee or the employee's designated representative acting on behalf of the employee, may file a written and signed grievance with the Department of Human Resources. Within fifteen (15) days of receipt of the written grievance, the Department Head or the Department Head's designee will hold a Step One Conference on the grievance. The Department Head or designee, as appropriate, will issue a written decision on the grievance within fifteen (15) days following the close of the conference.

Step Two: If the employee is not satisfied with the Step One decision, the employee or the employee's designated representative, acting on behalf of the employee, may appeal to the Department of Human Resources within fifteen (15) days of receipt of the Step One decision. Upon timely receipt of an appeal, the Associate Vice President, Human Resources or designee, the aggrieved employee and the employee's designated representative where applicable, will hold a Step Two Conference on the grievance within fifteen (15) days of receipt of the appeal. The Associate Vice President, Human Resources or designee, as appropriate, will issue a written decision within fifteen (15) days following the close of the conference.

Step Three: If the employee is not satisfied with the Step Two decision, the employee or the employee's designated representative, acting on behalf of the employee, may, within twenty (20) days after receipt of the Step Two decision, appeal the Step Two decision to the Chancellor, who may delegate the matter to the Office of Administrative Hearings (OAH). The decision of the OAH is final and binding on all parties except to the extent an appeal is otherwise provided by law.

The Administrative Law Judge (ALJ) shall have the power to award back pay in any grievance and the University President shall enforce such order. In a reclassification case, an award of back pay may be made to the employee for a period not to exceed one year prior to the initial filing of the grievance and as otherwise consistent with the provisions of this MOU.

Section 25.3 - General Provisions

1. As used in this Article “days” means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or day of holiday observance under this MOU, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits of the processing of grievances are intended to expedite dispute resolution and, if not extended, must be strictly observed.
2. A failure by University management to provide a response in the time required shall be deemed a denial of the grievance from which an appeal may be taken.
3. Whenever an employee chooses to be represented by a union at a grievance proceeding, an official non-University employee FOP representative will be the only permitted representative. Employees otherwise may choose different individuals to assist with the proceedings. For purposes of this Article, the Union shall provide a list of its authorized representatives to the Department of Human Resources. A grievance must bear the signature of the employee or the employee’s representative at each step of the procedure. To be valid, a grievance must be filed on behalf of a named employee or employees.
4. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time.
5. Each party shall make every effort to resolve a dispute at the lowest possible level.
6. A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the USM Board of Regents or with any applicable statute or administrative regulation issued under appropriate statutory authority, or that otherwise delimits the lawfully delegated authority of University officials, unless prior approval has been obtained from the responsible official.
7. Similar grievances may be consolidated and processed together as a single issue. The person hearing the grievance at Steps One and Two shall make all decisions related to the administration of such consolidated matters at these Steps only.
8. Employee grievance forms shall be available in the Department of Human Resources, and employees shall use the form provided by the Department of Human Resources to file the grievance.
9. The person hearing the grievance may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence or witnesses.
10. 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.
11. Release time from normal work schedules is to be granted to the grievant and all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
12. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head and who acts in his/her absence.
13. 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 campus

personnel department which shall be available to the employee or the employee's representative.

14. All grievance hearings shall be open hearings unless either party requests that the hearings be closed.
15. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.

ARTICLE 26 – OTHER LEAVE

Section 26.1 - Jury Duty

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

An employee who is on jury duty is entitled to leave with pay when the employee's jury service occurs on the employee's scheduled workday. Employees who are scheduled on other than a day shift shall be reassigned to a day shift. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if time permits. The employee will be required to provide documentation to verify his or her attendance at jury duty.

Section 26.2 - Personal Leave

Full-time employees shall be granted three (3) personal leave days (24 hours) with pay January 1 of each calendar year. Personal leave shall be used in the year in which it is earned. All unused personal leave as of the end of the calendar year shall be forfeited and be contributed to the USM Leave Reserve Fund.

Other than in an emergency situation, employees shall give a minimum of twenty-four hours notice of their intent to use personal leave. Use of personal leave must be recorded in hour increments on the timesheet. Personal leave may be used for any purpose.

Part-time employees working 50 percent or more will earn personal leave on a pro-rated basis.

The Department will use best efforts to grant personal leave requests and said requests will normally be granted absent an emergency situation within the Department.

Provided the employee submits a personal leave request thirty (30) days or more prior to the start date of the scheduled leave, the leave request will be either approved or denied within two calendar weeks of the submission of the request.

ARTICLE 27 – PROBATIONARY PERIOD AND SENIORITY

Section 27.1 - Definition of Seniority

Seniority is defined as length of continuous service as a sworn police officer in the Department based upon date of hire.

Section 27.2 - Probationary Period

Employees serve an original probationary period, as defined by BOR Policy VII-1.21, for one year. The one year period is identified as follows: if the employee is hired after satisfactory completion of mandatory training approved by the Maryland Police and Correctional Training Commission, the one year period starts on the date of hire. If the employee is hired before satisfactory completion of such mandatory training, the one year period starts on the date of the training's completion. Management will use best efforts to send new officers for training within one year of the date of hire. Employees shall serve a status change probation for six (6) months, which probationary period may be extended for an additional six (6) months upon showing of just cause by the Chief of Police.

Until an employee has completed the original or status change probationary period, he/she shall not attain seniority and shall be designated as being on probationary status. During that period, he/she may be terminated by the Chief of Police or designee. For employees on original probation, termination may be without reason, at any time. For employees on status change probation, termination shall be for cause and pursuant to BOR Policy VII-1.21. Upon completion of the probationary period, an employee's seniority shall date back to the date he/she was hired. During the probationary period, the Chief of Police or designee shall conduct a six-month performance review.

Section 27.3 - Break in Seniority

A Sworn Police Officer covered by this MOU who terminates employment shall lose all seniority. Approved annual leave, sick leave, injury leave, or any approved leave of absence, or any authorized call to military service shall not break seniority, but seniority and service credit do not accrue during an approved unpaid leave of absence. Employees who qualify may have certain seniority rights restored as provided in USM Policy VII - 1.31, below.

Section 27.4 - Seniority Following Reinstatement

Upon successful completion of a probationary period an employee who resigns with proper notice or whose employment with the University is otherwise severed in good standing and is rehired by Department may be reinstated to a bargaining unit position with full credit for prior service within two years after the date of separation from employment. Seniority shall be determined by the original date of hire.

ARTICLE 28 - INSURANCE AND BENEFITS

Section 28.1 - General

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

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

Section 28.2 - Open Enrollment

The University shall hold open enrollment periods coinciding with the State's open enrollment periods at which time eligible employees shall be able to enroll in a health plan, continue in their current plan (if still offered), or elect another plan. Unless there is a mandatory election or response required, employees who take no action during open enrollment will automatically be reenrolled in their current plan and coverage. The University will cooperate with the State's efforts to hold periodic health benefits fairs. These fairs will be well publicized and scheduled to facilitate employee attendance. The Union will be provided with space at such fairs held on University property. Open enrollment information and forms will be made available to all employees and the Union when provided by the State. Employees who will be on leave during open enrollment and who make the necessary arrangements prior to going on leave will have their open enrollment information mailed to them.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM

Section 29.1 - General

The Employer and the Union recognize the value of counseling and assistance programs for those employees whose personal problems affect performance of their job duties and responsibilities. Therefore, the Employer agrees, subject to the availability of the State of Maryland's Employee Assistance Program (EAP), to continue referrals, where appropriate, to the State's EAP. Except as provided below, records regarding treatment and participation in the EAP shall be confidential and retained by the EAP/Health Care Provider. Information released to the Associate Vice President, Human Resources or designee as provided below shall be treated confidentially and maintained in a separate EAP file in the Department of Human Resources. In instances of Employer referrals to the EAP, the employee will not be charged for the initial assessment but must pay all other applicable fees.

Section 29.2 - Referrals

The employee shall execute such releases as are necessary for the EAP/Health Care provider to provide the Associate Vice President, Human Resources or designee with the information necessary to determine whether the employee can perform the job safely and effectively and/or whether the employee needs to participate in the program, and if so, the employee's compliance or non-compliance with the EAP.

ARTICLE 30 - DRUGS AND ALCOHOL

Employees covered by this MOU must comply with the State of Maryland Substance Abuse Policy (Governor's Executive Order) and all applicable laws, policies, procedures and programs dealing with alcohol and controlled dangerous substances, including the Police Department's Policy and Procedure on Intoxicants, Drugs and Narcotics and the Department's Drug Testing and Alcohol Testing Programs.

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 LEOBOR and not the grievance procedure contained in this MOU.

ARTICLE 31 – WORK FACILITIES

Section 31.1 - Employee Meal Room

Employees may eat meals in the squad room, which will be part of the secure area of the University Police facilities. Employees will have access to a microwave, a refrigerator, a sink, and a regularly maintained water cooler.

Section 31.2 - Lockers

The University will provide adequate lockers for officers.

Section 31.3 - Parking Facility

Employees are allowed to utilize campus parking provided that they pay applicable fees, which shall not increase more than 50% (fifty percent) in a twelve month period.

ARTICLE 32 - UNIFORMS AND EQUIPMENT

Section 32.1 - Uniforms

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

- 1 fur hat if requested
- 4 short sleeve uniform shirts
- 4 pair of dress slacks

- 4 long sleeve winter shirts
- 1 straw hat
- 1 felt hat
- 1 uniform jacket
- 1 dress blouse
- One police issued rain jacket
- One rain cover for hat

Trained bike patrol officers who request to wear the bike patrol uniform will receive the following additional items:

- 6 Cool Max Polo style bike patrol uniform shirts (3 short sleeve and 3 long sleeve)
- 3 pair Gortex bike patrol shorts
- 2 pair bike patrol long pants
- 3 black long sleeve turtleneck shirts
- 1 baseball style bike uniform hat
- 1 bicycle uniform jacket
- 1 bicycle helmet
- 1 pair bicycle gloves

Those employees who are assigned to utilize a bicycle for patrol purposes, may wear the approved bike patrol uniform for the entire shift, provided they are utilizing the bicycle for at least four (4) hours of their shift.

Section 32.2 - Equipment

Each employee shall be issued the following equipment:

- Insignia for rank of Cpl. and above
- 2 badges: one for coat and small one for shirt
- Duty belt*
- 4 belt keepers*
- 1 Glock model 22 .40 caliber weapon
- Gun holster*
- 3 magazines of 40 caliber ammunition
- Expandable baton
- Expandable baton holder*
- Flashlight holder*
- OC spray
- OC holder*
- Handcuffs
- Handcuff case*
- Radio case*
- Synthetic gloves
- Glove case*

- Ballistic vest
- Gas mask
- Bio-hazard suit
- Riot helmet
- Quick Clot Kit – one to be issued to each police vehicle

*Officers who are issued both regular patrol and bike patrol uniforms will be issued these items in leather and nylon.

There will be a Preliminary Breath Test available for use for all shifts. All employees shall receive training on the use of the Preliminary Breath Test.

The University shall maintain 5 working flashlights and 3 riot shields.

Within sixty days following the effective date of this MOU, the Department will inspect each officer's uniform and equipment inventory as set forth above and provide the officer with any needed items so that the officer has a complete issue. Thereafter, at the discretion of the Chief of Police, employees may be entitled to normal wear and tear replacement of uniforms, as well as replacement uniforms due to loss or damage while the member is acting in the line of duty or engaged in the official business of the Employer. Uniforms and equipment at all times remain the property of the University, and the employees are responsible for the proper cleaning and routine maintenance of issued uniform items and equipment. The University shall furnish to employees a laundry and alterations service at no cost to the employee for their use in maintaining uniforms. Uniform items or equipment which must be replaced as a result of employee negligence or intentional misconduct must be replaced by the employee.

Each member shall be entitled to an annual "equipment allowance" of \$ 300.00 which is intended to purchase agency approved equipment, not typically issued (i.e. gloves, heat and cold gear, footwear, etc.). Members are required to request items through the Chief of Police or designee in accordance with established procedures to be purchased through approved vendors.

ARTICLE 33 – TUITION REMISSION

This program shall be administered by the University consistent with USM Policy VII-4.10, Policy on Tuition Remission for Faculty and Staff and Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff, and/or any successor tuition remission policies that may be adopted during the duration of this MOU or as such policies are updated from time to time.

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

ARTICLE 34 – LAY-OFFS

The following procedures are to be used for the layoff of bargaining unit employees 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. The University retains the right to decide whether to lay off employees. The University and the Union hereby agree that all future layoffs noticed after the date of this MOU shall be governed by the following:

Section 34.1 - Layoff Notice

Where the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period.

Section 34.2 - Order of Layoff

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

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

Section 34.3 - Seniority Points

The formula for establishing seniority points shall be as follows:

One point shall be given for each complete month of credited service for the following:

- University System (and/or predecessor organizations*) service including service as medical system University personnel as defined in the Education Article, Section 13-1B-01(r)
- Service with the Department ; and,
- Service in the job classification and its job series where the layoff is to occur.

For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.

For part-time employees, creditable service shall be determined by the funded percentage of the position.

The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points: the appropriate Vice President, with approval of the Chief Executive Officer, will determine the employee(s) to be retained based upon a written evaluation of the specific skills, knowledge, and abilities of each employee, prepared by the Chief of Police.

*Includes old Board of Trustees and University of Maryland Schools

Section 34.4 - Displacement Rights

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

- An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with less seniority in the same job classification, or, if not available, progressively to each lower classification in the same job series.

The displacement rights as described above, shall be limited to the Police Department.

An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.

An employee who is displaced under this MOU is subject to the terms and conditions of this MOU.

Section 34.5 - Recall List

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

- Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
- The recalled employee shall have up to ten (10) workdays following receipt of the recall notice to notify the University of their intention to return to work.
- The recalled employee shall have up to twenty-one (21) workdays following receipt of the recall notice to actually return to work.

Section 34.6 - Severance Package

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

1 - Tuition Remission:

Employees who are laid off, who have completed less than ten (10) years service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at University campuses only.

Employees who are laid off, who have completed more than ten (10) years service with the University and who are receiving tuition remission at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two additional full-time semesters or four additional part-time semesters, not to exceed a total of 36 credit hours, at University campuses only.

For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.

The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework at the University in the semester in which the employee is laid-off and receiving tuition remission may continue to receive tuition remission for the balance of that semester.

2 - Employment Assistance

Job Search Services

The University will provide employees with the opportunity to seek assistance from the SU Career Services or Human Resources to help with resume writing and job interview skills.

Counseling

The University Counseling Services Center will be available to provide personal individual counseling for employees who have been affected by job loss, and who are experiencing emotional stress.

Consideration for Reemployment at SU

An employee who has been laid off will receive consideration for positions at the University for which she/he meets minimum qualifications. Consideration means that an individual who properly applies for a job opening will be given an interview. This is in effect for one full year from the date of layoff.

Section 34.7 - Furloughs

If allowed under the USM Salary Guidelines, the University agrees to consider that no UPO bargaining unit members will be subject to a furlough for the term of this MOU.

ARTICLE 35 – COURT APPEARANCES

Employees who are required to attend court on behalf of the University for work-related reasons during their scheduled tour of duty or as an extension of their tour of duty will be paid for their normal duty pay unless overtime is required. Employees who are required to attend court on behalf of the University for work-related reasons during their off duty hours are paid pursuant to call-back pay.

ARTICLE 36 – ACCESS TO POLICIES

The University will maintain in the Human Resources Department a copy of the BOR – USM personnel policies. The policies are also available on the University’s website. As the Associate Vice President, Human Resources receives new or modified USM Personnel Policies, a copy will be forwarded by e-mail to FOP and the Department. The Department will forward the e-mail to all bargaining unit employees.

A copy of the Law Enforcement Officers’ Bill of Rights and a copy of this MOU will be maintained in the University Police Department and available for review by unit employees. Written modifications to the University Police Manual of Rules and Procedures will be distributed and signed for by officers as they are issued.

Standard operating procedures (SOPs) for each shift will be maintained in a binder in the Department. All updates to SOPs will be identified as such and e-mailed to each officer, with a copy available electronically. In addition, there will be a work order box which will contain all notices or short term instructions/assignments. Each officer is responsible to be aware of all applicable procedures and assignments contained in the SOP binder and the work order box.

Internal directives generated by the Chief of Police will be communicated electronically and by written formal memo. All Officers will acknowledge receipt of all internal directives by signature. The internal directives manual and signature sheet will be maintained by the Administrative Assistant to the Chief.

ARTICLE 37 - EXTERNAL POLICE OFFICERS

On those occasions where the University employs external police officers who are not members of the bargaining unit and/or employees of the University, to assist with a function, the University shall use reasonable efforts to hire employees from the Maryland State Police, another University of Maryland institution, or any other law enforcement agency within Wicomico County.

ARTICLE 38 - MISCELLANEOUS

Section 38.1 - Existing Policies and Procedures

All Board of Regents (BOR) and University policies and procedures shall remain in force and effect unless modified specifically by this MOU or as provided below. Nothing contained in this Section 38.1 affects whatever rights the Union otherwise may have to contest the application of any such policy or procedure.

Section 38.2 - Changes in Terms and Conditions of Employment

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees. The minimum notice to the Union of the intended change in working conditions subject to this obligation (including a proposed change in a BOR or University policy or procedure affecting bargaining unit working conditions and otherwise subject to the obligation to bargain) is thirty (30) days prior to the proposed implementation of the change. If required to meet a legislative mandate or an emergency situation, Management will notify the Union as soon as possible prior to the proposed implementation of the change. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, the Union shall submit proposals in response to the Employer's intended changes within ten (10) days of its request to bargain, and the parties will meet within ten (10) days to discuss the changes and any proposals submitted by the Union. The Employer may implement its proposed changes only after meeting with, and considering any proposals submitted by the Union, so long as the Union is available to meet within the required timeframe.

Section 38.3 - Savings Clause

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

Section 38.4 - Awards

The University agrees to process as soon as possible any monetary award arising from a disciplinary appeal, grievance proceeding, or other personnel action under this MOU. However, in matters where the University is represented by the Attorney General's Office, said awards will be processed as soon as possible upon receipt of written instruction from the Attorney General's Office to pay the award, and the University agrees that it will make all efforts to obtain prompt instructions from the Attorney General's Office.

ARTICLE 39 – STRIKES AND LOCKOUTS

Consistent with SPP Section 3-303, employees are prohibited from engaging in any strike. The Employer may take disciplinary action, including termination of employment, against any employee who participates in a strike. "Strike", as defined in Section 3-303, means any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demands for a change in wages, hours, terms, or other conditions of employment, and includes a total or partial refusal or failure to report to work; refusal or

failure to perform employment duties, withdrawal from work, work stoppage, or work slowdown. The Union agrees that it will not engage in or encourage any strike activity, and that it is subject to the provisions of Section 3-303. The Union also agrees that, upon notice by the University, it will disavow any job action taken in violation of Section 3-303 and take reasonable steps to attempt to bring any employees involved into compliance with the law.

Consistent with SPP Section 3-304, the University may not engage in any lockout. "Lockout", as defined in Section 3-304, means action taken by the University to interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by Title 3 of the State Personnel and Pensions Article, or any action taken by the University to bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

ARTICLE 40 – DURATION AND EXTENSION

This MOU shall become effective upon signing by both parties. Section 16.1- Step Increase System shall have retroactive effect as of the date the sworn police officers vote for ratification of this MOU. No other provision of this MOU shall have retroactive application unless required by law. This MOU expires at 11:59 p.m. on the day before its third anniversary date. The parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

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

ARTICLE 41 - LABOR-MANAGEMENT ADVISORY COMMITTEE

The Employer and the Union agree to form a labor management committee consisting of two bargaining unit employees and two management representatives. The Committee will be co-chaired by one representative from each side. The committee will meet as needed, as determined by the co-chairs, but a least quarterly unless waived by both co-chairs, and consider issues that the co-chairs agree to put on the agenda.

ARTICLE 42 – Education, Outreach and Voting Requirements for MOU Service Fee

Section 42.1 - Overview

The exclusive representative may impose service fees on members of the bargaining unit, provided that:

- 1) the exclusive representative has fully informed the bargaining unit of the nature of service fees, and the implications for individual bargaining unit members, including an estimated cost to the employee which will not exceed 75% of current dues; and

2) the service fees, including the estimated amount, are voted on by the bargaining unit as part of the MOU ratification process or a separate vote, if the MOU is already in effect.

Section 42.2 - Education and Outreach

At a minimum, an education and outreach initiative will include:

1. Preparation of a fact sheet on service fees, including a definition of service fees; the approximate amount of fees; the process by which service fees will be determined and administered, including procedures for payroll deduction and waivers of the fees; the voting process, including the election times and place, for deciding service fees; and exclusive representative contact information for employees who may have questions.
2. The fact sheet will be made available to employees, at a minimum, by:
 - a. An email mailing of the fact sheet by the exclusive representative to all bargaining unit members;
 - b. Posting on all union bulletin boards and any bulletin boards in the Human Resources Office;
 - c. Availability in the institution's Human Resources Office for distribution to any employee who specifically asks for information about the fees from the HR Office.
3. At least two bargaining unit public meetings (with at least one meeting occurring across at least two work shifts in which meeting topics include briefing by the exclusive representative regarding service fees (including the information specified in No. 1, above), and an opportunity for employees to ask questions regarding the fees. The public meetings will be well publicized, at a minimum through the means listed in No. 2, above.

Section 42.3 - Opportunity to Vote Regarding Service Fees.

1. The bargaining unit will have adequate opportunity to vote in any election in which service fees are at issue. The exclusive representative will ensure that:
 - a. The election is held in a location that is readily accessible to all members of the bargaining unit; and
 - b. Voting times extend across at least two work shifts, or bargaining unit members are provided the opportunity to vote via mail or electronically.
2. Any modification to a current MOU to establish service fees will require ratification by the bargaining unit and the Board of Regents.

Section 42.4 - Failure to Meet Education, Outreach and Election Conditions

If the exclusive representative fails to meet any of the above education, outreach or election conditions, the institution will notify the Chancellor, at the time that the MOU is transmitted to the University System of Maryland Office for ratification by the Board of Regents.

Section 42.5 - Implementation

Any ratified fees resulting from the above-referenced process will take effect six (6) months after the proper completion of the ratification process outlined above to allow time to create processes and procedures to implement the same.

ARTICLE 43 – ENTIRE UNDERSTANDING

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

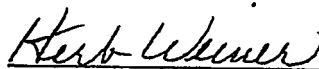
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For Salisbury University:



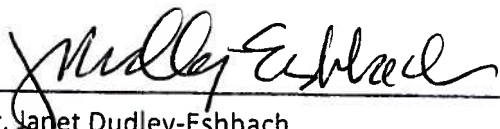
Dr. Robert L. Caret
Chancellor, University System of Maryland

For the Union:

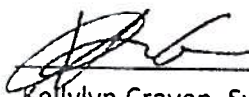


Herb Weiner, Chief Negotiator
Fraternal Order of Police

*FOP Elected Police Officer Bargaining
Team Member*



Dr. Janet Dudley-Eshbach
President, Salisbury University



Kellylyn Craven, Sworn Police Officer
Salisbury University



Ms. Nancy L. Stegert
Chief Negotiator, Associate Vice President of
Human Resources, Salisbury University



William Woodward, Sworn Police Officer
Salisbury University

Approved for Form and Legal Sufficiency:



Joy K. Gaslevic
Assistant Attorney General

Appendix A

	Step										
	1	2	3	4	5	6	7	8	9	10	11
UPOI	\$38,000	\$38,950	\$39,924	\$40,922	\$41,945	\$42,994	\$44,068	\$45,170	\$46,299	\$47,457	\$48,643
UPOII	\$43,000	\$44,075	\$45,177	\$46,306	\$47,464	\$48,651	\$49,867	\$51,113	\$52,391	\$53,701	\$55,044
UPOII I	\$45,483	\$46,620	\$47,786	\$48,980	\$50,205	\$51,460	\$52,746	\$54,065	\$55,417	\$56,802	\$58,222
UPOI V	\$52,007	\$53,307	\$54,640	\$56,006	\$57,406	\$58,841	\$60,312	\$61,820	\$63,365	\$64,950	\$66,573

	Step										
	12	13	14	15	16	17	18	19	20	21	22
UPOI	\$49,859	\$51,106	\$52,383	\$53,693	\$55,035	\$56,411	\$57,364				
UPOII	\$56,420	\$57,830	\$59,276	\$60,758	\$62,277	\$63,834	\$65,430	\$65,593			
UPOII I	\$59,678	\$61,170	\$62,699	\$64,266	\$65,873	\$67,520	\$69,208	\$70,938	\$72,711	\$74,529	\$75,002
UPOI V	\$68,238	\$69,944	\$71,692	\$73,485	\$75,322	\$77,205	\$79,135	\$81,113	\$83,141	\$85,220	\$85,760

USM Policies

VII - 7.00 - POLICY ON ANNUAL LEAVE FOR REGULAR NONEXEMPT AND EXEMPT STAFF EMPLOYEES

(Approved by the Board of Regents, April 25, 1991; Amended, February 14, 2014; Amended, June 27, 2014)

I. Purpose and Applicability

This policy governs the accrual and use of Annual Leave and applies to all Regular Status Nonexempt and Exempt Staff employees of the University System of Maryland, except to the extent that the provisions of a collective bargaining agreement between an institution and one of its bargaining units provides otherwise.

II. Earned Leave

A. Nonexempt Staff Employees – Regular full-time Nonexempt Staff employees will earn annual leave on a biweekly basis according to the following schedule.

1. Beginning with the Date of Employment through completion of the 1st year: 11 days
2. Beginning with the 2nd year through completion of the 2nd year: 12 days
3. Beginning with the 3rd year through completion of the 3rd year: 13 days
4. Beginning with the 4th year through completion of the 4th year: 14 days
5. Beginning with the 5th year through completion of the 10th year: 15 days
6. Beginning with the 11th year through completion of the 20th year: 20 days
7. Beginning with the 21st year and thereafter: 25 days

B. Exempt Staff employees – Regular full-time Exempt Staff employees earn 22 days of annual leave per year, accumulated on a biweekly basis. Beginning with the 21st year of employment, annual leave shall be earned at the rate of 25 days per calendar year.

C. Regular Status part-time Nonexempt and Exempt Staff employees working 50% or more will earn Annual Leave on a pro-rated basis. Employees working less than 50% of full-time are not eligible to earn leave.

D. Leave can be used to the extent it is accrued and available.

I. Leave Accumulation

A. Annual leave with pay shall be available only to the extent earned, provided that the dates of such leave have been approved in advance by the employee's supervisor.

B. A maximum of 400 hours (50 work days) of annual leave may be carried into a new calendar year by all Regular full-time employees; this maximum will be pro-rated for part-time employees working 50% or more.

II. Leave Advancement

A. With the approval of the institution's Chief Human Resources Officer (CHRO) or designee, an employee may be advanced 5 days of annual leave provided that no other leave, including personal leave, compensatory leave or sick leave is available to the employee and is appropriate to the purpose of the leave.

B. The CHRO or designee shall approve the advanced annual leave, provided that it will not significantly impair operations in the employee's unit, and that the employee has demonstrated a substantial need for such leave.

III. Payment for Denied Annual Leave

A. At the request of the employee, at the end of a calendar year, a supervisor will, through appropriate channels, recommend to the institution's President or designee that an employee who has been denied requested leave for reasons of institution business necessity on at least two occasions shall be either:

1. Paid for days of denied annual leave lost pursuant to Section III of this policy; or
2. Provided an extended period of up to 60 additional days to use the denied leave that would otherwise be lost at the end of the calendar year.

B. Such payment may be made only when the employee has submitted two or more timely written requests to use annual leave during the calendar year and such requests have been denied in writing for administrative reasons. The supervisor shall provide any such denial in writing and shall state the administrative reasons for such denial.

C. The supervisor's recommendation for payment for lost annual leave shall be accompanied by copies of the written requests, denials and explanations of why the lost annual leave was denied during the calendar year.

D. Payment is limited to unused annual leave that is in excess of the maximum accumulation and that is lost by the employee at the end of the calendar year. The amount of annual leave for which payment may be made shall be decreased hour for hour by the amount of compensatory leave used during the calendar year.

E. Under extenuating circumstances, a supervisor may recommend the payment of denied annual leave to be lost at the end of a calendar year, even if the procedural requirements of this section are not fully met.

IV. IMPACT OF CHANGES IN EMPLOYMENT STATUS

A. FULL-TIME TO PART-TIME STATUS

1. An employee who experiences a status change from full-time to part-time status shall retain existing accrued annual leave balance at the time of the status change.

2. An employee shall retain all accrued Annual Leave upon a change to part-time status. At the discretion of the institution, such accrued leave may be either:

- a. Used by the employee during the course of their employment in part-time status;
- b. Paid to the employee at the time of conversion to part-time status; or
- c. Held in abeyance until the employee either:
 - Separates from employment, at which time it will be paid to the employee; or
 - Returns to full-time employment.

3. Subsequent leave accruals and maximum accumulations are based on proportion of full-time status and will be subject to the maximum accumulation provisions outlined in Section III of this policy.

B. ELIGIBLE TO INELIGIBLE LEAVE ACCRUAL STATUS

An employee shall retain all accrued Annual Leave upon a change to status to a position in which the employee is not eligible to accrue leave. At the discretion of the institution, such accrued leave may be either:

1. Used by the employee during the course of their employment in a status for which they are otherwise ineligible to accrue leave;
2. Paid to the employee at the time of conversion to leave-ineligible status; or
3. Held in abeyance until the employee either:
 - a. Separates from employment, at which time it will be paid to the employee; or
 - b. Returns to leave-eligible status.

I. LEAVE TRANSFER

1. Employees who transfer to another USM institution or State of Maryland agency will have their unused annual leave accrued as of the date of separation from the University transferred to that institution/state agency unless there is a break in service of 30 days or more.

2. Employees in a regular position with a State of Maryland Agency who accept a regular position at a USM Institution without a break in service shall have their unused annual leave accrued as of the last day of employment at the State of Maryland agency transferred to the USM institution.

II. SEPARATION FROM SERVICE

Employees who leave the University System of Maryland, except under circumstances outlined under VI.C., are entitled to compensation for any unused annual leave that has been credited and available for use as of the date of separation.

III. RATE OF ANNUAL LEAVE EARNINGS UPON RETURN TO USM/STATE SERVICE

1. RETURN TO USM/STATE SERVICE

An employee who is entering or returning to USM service is entitled to credit towards the rate of annual leave earning for previous USM and/or state service regardless of the length of the absence, if the service included at least 180 days of continuous and satisfactory performance in an allocated position.

2. RETURN TO USM SERVICE AFTER A Leave of Absence Without Pay

An employee who returns to service upon the conclusion of a leave of absence without pay (LWOP) will earn annual leave at the same rate in effect at the time the leave of absence without pay began.

3. RETURN TO USM SERVICE UPON Reinstatement:

An employee returning to USM service with an authorized status of reinstatement within three years of separation will earn annual leave at the same rate in effect at the time of separation from active service.

IMPLEMENTATION PROCEDURES:

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

VII – 7.45 - POLICY ON SICK LEAVE FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES

(Approved by the Board of Regents December 5, 1997; amended June 22, 2012; Amended by the BOR February 14, 2014)

I. PURPOSE AND APPLICABILITY

This policy governs the accrual and use of sick leave, and applies to all Regular Status Exempt and Nonexempt employees of the University System of Maryland, except to the extent that the provisions of a collective bargaining agreement between an institution and one of its bargaining units provides otherwise.

II. GENERAL

1. Sick leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health and allied reasons.
2. A full-time employee shall earn sick leave at the rate of fifteen (15) workdays per year, accrued on a biweekly basis. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
3. An employee may use on a continuous basis earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness or for parental leave, subject to the requirements and criteria of the USM “Policy on Parental Leave and other Family Supports for Staff” (VI—7.49) (“Parental Leave Policy”).
4. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the President or designee as provided in Section IV of this Policy.
5. Sick leave shall be granted by the President or designee when an employee is absent because of:
 1. Illness, injury, or disability of the employee.
 2. A pre-scheduled and approved, or emergency medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section IV.C. of this Policy that cannot be scheduled during non-work hours.
 3. Illness or injury in the employee'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 IV.C. of this Policy that cannot be scheduled during non-work hours.
 - a. Immediate family as used in this section of the policy shall mean a spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or legal dependent of the employee irrespective

of residence. Use of sick leave shall also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care.

b. The President or designee may require an employee to provide certification by a medical provider listed in Section IV.C of this policy to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member.

4. Death of a relative.

a. For the death of a close relative, the President or designee shall grant the use of up to three (3) days of accrued sick leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the President 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 policy 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 employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.

c. The President or designee shall grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, nephew.

5. Pregnancy-related disabilities, childbirth, and immediate recovery there from.

1. A female employee 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.

2. A female employee planning to request the use of sick leave for the purposes listed in this subsection shall be governed by the provisions of this policy.

3. The employee shall keep the President or designee informed of any changes to her condition which affect the length of time that she will need to be away from work.

6. Birth of a child or placement of a child with the employee for adoption. Accrued sick leave may be used to care for a child following the birth of a child or placement of the child with the employee for adoption, subject to the provisions of the USM Parental Leave Policy.

F. An employee who returns to regular USM service within three (3) years of separation shall have the unused sick leave earned during the prior service restored, provided the employee returns to a position eligible to earn sick leave.

III. DIRECTED USE OF SICK LEAVE/MEDICAL EXAMINATIONS

A. The President or designee, in accordance with the institution's policy on Family and Medical Leave, may direct an employee to use accrued sick leave if he/she determines that an employee 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, an employee 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 President or designee to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position.

1. If the examination is conducted by a physician selected by the USM institution, the institution shall bear the costs of such medical examination. The employee may, however, see his/her own physician at the employee's own cost.

2. If the examination(s) reveal that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the President or designee in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.

3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the physician selected by the USM institution, the President or designee 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 employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the expense of such shall be borne by the USM institution. The decision of the President or designee is final.

IV. VERIFICATION OF ABSENCES CHARGED TO SICK LEAVE

A. In order to assure medical attention for an employee or to prevent the abuse of sick leave usage, the President or designee may require an employee to submit verification of the use of accrued sick leave, advanced or extended sick leave.

B. Verification may include but may not be limited to:

1. A written statement from the medical provider (as listed in Section IV.C. of this Policy) indicating that the employee is required to be absent from work due to illness;

2. The duration of absence from work;

3. Prognosis of employee's ability to return to work;

4. Title and original signature of an accredited, licensed or certified medical provider;

5. Documentation of the birth or adoption of a child, if sick leave is requested under the Parental Leave Policy; and

6. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Policy;

C. Medical verification as outlined in this Policy may be obtained by an accredited Christian Sciences practitioner, or by the appropriate of 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

V. ADVANCED SICK LEAVE

A. An employee who sustains a temporary, recoverable illness, injury or serious disability or is eligible for parental leave under the Parental Leave Policy may request advance use of sick leave subject to the following four conditions:

The employee shall:

1. Have exhausted all other types of accrued leave; and
2. Have a satisfactory record of sick leave usage and work performance.

B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave shall be at the discretion of the President or designee.

C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee 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 President or designee and shall be supported by written verification by an accredited, licensed, or certified medical provider or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave, as outlined in Sections IV.B and IV.C of this Policy.

E. Sick leave may be advanced as follows:

1. In the first year of service, advanced sick leave will be prorated based upon the employee's length of service at the time it is requested.
2. Thereafter, advanced sick leave is 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;

IV. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee'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 and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the USM with cash.

V. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.

VI. 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 employee's continued absence arising from the original illness, injury or disability.

VII. The President or designee may refer an employee who is on advanced sick leave as follows:

1. The employee may be referred to an USM institution-named physician for periodic examinations to determine the nature and extent of the illness, the employee'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 employee's physician and the USM institution-named physician, the provisions of Section III.B.3 shall apply.

VI. EXTENDED SICK LEAVE

A. An employee who sustains a temporary, recoverable illness, injury or serious disability or is eligible for parental leave under the Parental Leave Policy may request extended sick leave, subject to the three following conditions:

The employee shall:

1. Have been in USM and/or State service for at least five (5) 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. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the President or designee.

C. The maximum cumulative total of extended sick leave available to an employee while in USM or State service is twelve (12) work months (52 work weeks).

D. Annual, sick and holiday leave earned, 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 President or designee and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections IV.B. and IV.C. of this Policy.

F. The President or designee may refer an employee who is on extended sick leave as follows:

1. The employee may be referred to an institution-named physician for periodic examinations to determine the nature and extent of the illness, the employee'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 employee's physician and the institution-named physician, the provisions of Section III.B.3. shall apply.

VII. OTHER

For other related policies, please see Parental Leave Policy, Policy on Leave without Pay, Policy on Leave Reserve Fund, Policy on Family and Medical Leave, and Policy on Accident Leave.

IMPLEMENTATION PROCEDURES:

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

VII—7.49 Policy on Parental Leave and other Family Supports for Staff
(Approved by the Board of Regents, June 22, 2012)

I. Purpose

This policy is intended to support USM staff in balancing professional and family demands during and after the birth or adoption of a child through measures to promote a “family-friendly” environment on each USM campus. These measures include the establishment of a minimum assured period of paid parental leave of eight (8) weeks and the availability of lactation facilities on each campus.

II. Assured Minimum Parental Leave

Each eligible staff employee shall be assured a period of up to eight (8) weeks (i.e., forty work days) of paid parental leave to care for a new child, as follows:

A. Nature of Leave: The parental leave period will consist of any form of annual, sick, personal, holiday or leave reserve fund leave accrued or otherwise available to the employee under USM policies, to be supplemented as necessary by the institution with additional paid leave days to attain an eight (8) week period of paid parental leave.

B. Applicability: The eight (8) week paid leave assurance will be available during a six (6) month period surrounding:

1. The birth of a newborn;
2. The recent adoption of a child under the age of six (6); and
3. At the discretion of the institution’s President or designee and subject to any limitations established by the institution, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6).

C. Eligibility: At a minimum, the paid leave assurance will apply to regular staff employees, upon written affirmation that the employee will be the child’s primary caregiver during the parental leave period.

1. Institutions may offer assured minimum paid leave to other categories of staff as a matter of institution policy.
2. Leave shall be pro-rated for eligible .50 or greater Full Time Equivalent staff.
3. If a child’s parents are employed by the same institution, both may be eligible for paid parental leave up to the eight (8) week maximum as follows:
 - a. Both parents may use accrued annual, sick or personal leave concurrently with the birth of a child or adoption of the child under age six (6);
 - b. A parent may use additional guaranteed paid leave under this policy only during
 - c. a period when that parent is the child’s primary caregiver.
4. A staff employee shall be eligible for assured minimum paid parental leave after one (1) year of employment with the institution, except to the extent that institution policies permit a lesser eligibility period.
5. A staff employee may be eligible for paid parental leave under this policy on one occasion in a given 12-month period, and on two separate occasions during the duration of the staff member’s employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President’s designee.
6. The employee must have a satisfactory record of sick leave usage and work performance.

III. Supports for Nursing Mothers

A. Lactation Facilities: Each institution shall provide space at reasonable locations on campus where employees who are nursing mothers may breastfeed or express milk.

1. The area must be shielded from view and free of intrusions from others.
2. A bathroom or restroom may not be designated as a lactation area.
3. The space may be a private area in a larger room, or a private room that is reliably made available for nursing mothers whenever needed but may otherwise be used for different functions.
4. The area shall be equipped with seating, a table or other flat surface, an electrical outlet and nearby access to a sink.
5. The requirement for lactation facilities on each campus and their availability for the purpose of breastfeeding a child are subject to institution policies that govern the circumstances under which children may be present on campus.

B. Break Time for Nursing Mothers: The schedule of a staff employee who is a nursing mother shall allow for reasonable break time during work hours for the purpose of breastfeeding or expressing milk.

1. Employees shall be permitted to use current paid break and unpaid lunch times to breastfeed or express milk.
2. Supervisors shall work with employees who need additional break time for this purpose to provide for the flexible scheduling of additional unpaid break time.

I. Protections to Staff Employees

No employee shall be discriminated against or otherwise experience reprisals in any appointment, evaluation, promotion, or other employment-related process as a result of utilizing the parental leave and other supports provided in this policy.

II. Implementation

This policy shall be implemented as follows:

- A. Parental Leave: Eligible employees shall have access to parental leave under this policy as of September 1, 2012.
- B. Other Provisions: Institutions shall complete implementation of all other requirements of this policy no later than December 31, 2012.

VII - 7.40 - USM POLICY ON ACCIDENT LEAVE FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES

(Approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996; Amended April 16, 2004)

I. PURPOSE AND APPLICABILITY

Accident Leave is leave with two-thirds (2/3) of the employee's regular pay, and exempt from Federal and State Taxes, that is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act and (2) a physician examines the employee and certifies that the employee is disabled because of the injury. Only Regular Status Exempt and Nonexempt Staff employees who work 50% FTE or more shall be eligible for accident leave. An employee receiving work-related accident leave shall continue to accrue leave, seniority, and shall not be denied health care benefits with the subsidy allowed by the state solely because of the use of accident leave.

II. ADMINISTRATION

A. EMPLOYEE'S FIRST REPORT OF INJURY

The injured employee or someone on the employee's behalf shall provide the following to the employee's supervisor or the institution's designated office:

1. oral or written notice immediately after the injury occurs; and
2. within three working days after the injury occurs, a physician's written certification that the employee is disabled by the injury.

B. SUPERVISOR'S REPORT

Upon having knowledge of an employee injury, the supervisor of the injured employee shall immediately notify the institution's designated office and forward to that office within 2 days following the injury a Supervisor's Report of Employee's Injury.

C. INSTITUTION REPORTS

The designated office, upon receipt of the supervisor's report, shall:

1. file an Employer's First Report of Injury with the Injured Workers' Insurance Fund (IWIF);
2. inform the injured employee or someone on the employee's behalf of the employee's right to file a claim with the Workers' Compensation Commission; and
3. determine if the injury would likely be compensable under the workers compensation statute.

D. PERIOD OF ACCIDENT LEAVE

Having made the determination that the injury would likely be compensable under the Workers' Compensation statute, the institution shall grant Accident Leave to an employee beginning on the first day of absence from work because of the disability. Accident Leave shall be terminated on the earlier of (1) the date that the employee is able to return to his/her official duties, or modified duties designated by the institution, as certified in writing by a physician; or (2) six months from the original date of disability.

E. LEAVE FOR CONTINUING TREATMENT

If the employee returns to his/her official duties, or modified duties designated by the institution, prior to six months following the date of the disability, Accident Leave may be granted for continuing treatment of the original injury, as certified in writing by a physician selected or accepted by the institution, for a period up to six months from the original date of disability.

F. ADDITIONAL 6 MONTH LEAVE

Accident leave may be granted for up to an additional six months if a physician selected or accepted by the institution certifies that the employee continues to be disabled. When an employee continues to use accident leave beyond a six month period, the timekeeper shall record the accident leave as Accident Leave With Pay on the first day immediately following the end of the initial six month period from the original date of disability. Accident leave with pay beyond six months is additionally exempt, by federal law, from Social Security taxes.

G. NOTICE OF NONCOMPENSABILITY

Notwithstanding the above provisions D, E, and F, Accident Leave shall terminate on the date the institution receives notice that the injury has been determined to be noncompensable from (1) the Workers' Compensation Commission; or (2) in the absence of a determination from the Workers' Compensation Commission, from the Injured Workers' Insurance Fund.

H. REIMBURSEMENT BY EMPLOYEE TO INSTITUTION

If the institution receives notice of noncompensability as specified under paragraph G above, the institution shall correct the employee's leave record to reflect a conversion of any Accident Leave that was granted in advance of the notice to leave with pay or, if the employee does not have accrued leave with pay, to leave without pay. The employee shall be obligated to reimburse the institution for any Accident Leave advanced under this policy for an injury that is subsequently determined to be noncompensable.

I. USE OF LEAVE OTHER THAN ACCIDENT LEAVE

Prior to receipt of a determination of compensability from IWIF, an employee must be placed on accident leave and the institution may not approve use of other leave unless

there is a reasonable basis for believing that the injury is non-compensable. Only if the injury is believed to be non-compensable, may the institution place the employee on sick, annual or other available leave prior to receipt of a determination by IWIF. If an employee exhausts all available accident leave and provides medical certification that the employee is unable to return to work because of the work-related injury, an institution may require an employee to seek temporary total disability payments under the workers' compensation act.

III. TEMPORARY TOTAL BENEFITS

An injured employee will only be entitled to temporary total benefits for loss of wages according to the Workers' Compensation Act (herein referred to as "temporary total benefits"), after all available accident leave has been used. The institution shall approve the employee's use of other available leave with pay, including sick leave, annual leave, personal leave, compensatory leave and holiday leave, only after the employee has exhausted all available accident leave and received all temporary total (or partial) benefits for which he is eligible. In the event an employee uses sick leave for the time period for which he subsequently is awarded benefits pursuant to the Workers' Compensation Act, the institution authorizes use of the sick leave with the understanding and agreement that:

A. It constitutes an advance payment of temporary total or temporary partial disability benefits due under the Maryland Workers' Compensation Act; and

B. The State's obligation to pay temporary total (or partial) disability benefits under the Workers' Compensation Act shall be offset on a dollar for dollar basis by the gross amount of payments received by the employee while on sick leave for the same period of time.

After the injured employee has used all available accident leave, temporary total benefits and accrued leave, the employee will be placed on a Leave Of Absence Without Pay. This leave without pay shall expire once the employee has used a total of two years of leave, both paid and unpaid.

IV. MEDICAL AND HOSPITAL EXPENSES

Medical and hospital expenses may be paid on behalf of an injured employee according to the Workers' Compensation Act.

V. MEDICAL EVALUATION

IWIF or the institution, or both, may refer an injured employee to a physician(s) for periodic examination to determine the nature and extent of the injury, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work. An institution referring an employee to a physician shall file with IWIF a report stating the circumstances of referral and the physician's prognosis.

VI. SUBROGATION

If someone other than the employee or the institution causes an injury for which work-related accident leave is taken, the institution, after notice to the injured employee, shall be subrogated to the rights of the employee to the extent of any compensation paid or owed. If (1) within 90 days after the employee receives such notice from the institution, the employee fails to enforce a claim against the third person, or (2) within a reasonable time after giving the institution notice of an intent to enforce the claim against such third person the employee fails to take action to enforce the claim, the institution, in its own name and for its own benefit may bring or join in an action against such third person.

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 designations and procedures to the Chancellor.

REFERENCES:

UM Board of Regents Manual, Section III - 11.02, Procedures for Accident Leave for Faculty and Academic Administrators; November 19, 1986.

REPLACEMENT FOR:

UM Personnel Policies and Rules for Classified Employees -Section VI Accident Leave, Page VI-11.

UM Personnel Policies and Rules for Associate Staff - Section I.c Leave with Pay, Page 22-25.

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.

A. 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.

1. Institution – Is the employing USM institution; the USM institution from which the employee is taking leave.

2. 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.

**Amendment to Memorandum of Understanding Between Salisbury University and
Fraternal Order of Police**

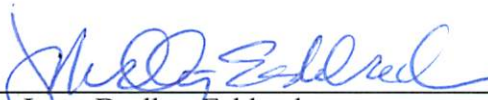
Section 6.1 of the Memorandum of Understanding Between Salisbury University and the Fraternal Order of Police ("MOU"), which was approved by the Board of Regents on September 18, 2015, is amended as set forth below. This amendment is necessary to document the previous agreement reached between the parties regarding overtime, which was inadvertently left out of the original MOU.

Section 6.1 – Overtime Pay

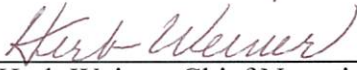
Employees shall be paid overtime pay for any hours worked over eighty hours during a regular pay-period (the employee's standard fourteen-day pay period) at a rate of one and one-half times the employee's regular hourly rate of pay. An employee's standard work week shall include paid sick, annual, holiday, administrative and personal leave as hours worked. All overtime work must be pre-approved by the employee's supervisor

For Salisbury University:


For the Union:



Dr. Janet Dudley-Eshbach
President, Salisbury University



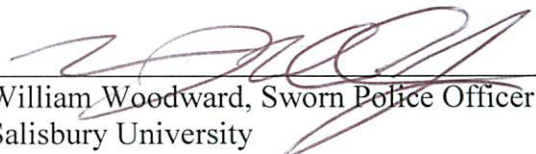
Herb Weiner, Chief Negotiator
Fraternal Order of Police



Wendy Denny
Negotiator
Interim Director of Human Resources




Kellylyn Craven, Sworn Police Officer
Salisbury University



William Woodward, Sworn Police Officer
Salisbury University

Approved for Form and Legal Sufficiency:



Julia A. Carolan
Assistant Attorney General

3. 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.

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

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.

VII - 7.23 – USM POLICY ON MILITARY LEAVE WITH PAY FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES ON REGULAR STATUS

(Approved by the Board of Regents, February 28, 1992; Amended December 6, 2002; Amended January 1, 2003; Amended October 17, 2003; Amended September 10, 2004; Amended June 18, 2010)

I. PURPOSE AND APPLICABILITY:

To establish a leave category called Military Leave for all Exempt and Nonexempt Staff employees on Regular Status which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.

II. GENERAL

A. MILITARY TRAINING LEAVE

An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than 15 work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave.

B. ACTIVE MILITARY DUTY

An employee who is called-up to active military duty during a national or international crisis or conflict shall follow USM policies VII-7.24. Commencing July 1, 2003, to the extent that there is any inconsistency between Section II of USM Policy VII.7.24 and Section II.C. of this Policy VII-7.23, Policy VII-7.23 shall take precedence.

C. MILITARY ADMINISTRATIVE LEAVE

An employee who is on active military duty, or activated for military duty on, or after July 1, 2003, shall provide military orders that contain the employee's name, dates for activation, and purpose/type of activation and shall be entitled to receive Military Administrative Leave as follows:

1. Before starting an employee on Administrative Military Leave, the employee shall use the 15 days of Military Training Leave provided under section II.A., above.
2. An employee eligible to receive Military Administrative Leave under this section shall elect to use either Military Administrative Leave or paid accrued leave (Annual, Personal and/or Holiday Leave only).
3. The amount of compensation, while on Military Administrative Leave, shall be the amount, if any, by which the employee's state base salary exceeds the employee's active duty base salary paid by the Federal government. The employee shall continue to earn

Annual, Personal, Holiday and Sick Leave on a prorated basis for only the hours paid by the State during this period of military duty.

4. The USM Administrative Leave-Active Military Duty worksheet shall be used to calculate the number of leave hours to be paid to the employee. The employee shall be notified in writing of the amount of leave hours to be paid each pay period.
5. The employee shall submit an initial and a final copy of his/her military pay stub or other official military personnel record which includes a current date and his/her military base pay rate.
6. Payroll deductions shall be made in the following order:
 - a. taxes
 - b. liens and levies
 - c. deferred compensation
 - d. other deductions

In the event that the new State compensation is insufficient to cover all selected deductions, this ranked order shall be followed. The employee should make changes to his/her payroll deductions as appropriate for the new State compensation amount.

7. State health benefits (Medical, Prescription and Dental) may be continued at no cost to the employee for the duration of his/her active military duty status. There shall be no deductions for State Retirement contributions. Employees shall be billed directly by the State for Life Insurance, Personal Accidental Death and Dismemberment, Long-Term Care Insurance, and Flexible Spending Accounts, in order to continue these benefits.

8. Military Administrative Leave will cease on the termination date of the employee's original (or subsequently submitted extended) military orders or upon deactivation, whichever is earlier.

9. It is the employee's responsibility to notify his/her supervisor of the termination date of the active military duty. If the employee fails to notify his/her supervisor of the deactivation, and or chooses not to return to University employment, the employee shall be responsible for reimbursement for the paid leave used while not on active duty status and may be subject to disciplinary action. 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; and shall forward a copy of such designations and procedures to the Chancellor.

REPLACEMENT FOR:

UM Personnel Policies and Rules for Classified Employees - Section VI - Leave with Pay, page VI-14.

UM Personnel Policies and Rules for Associate Staff - Section I.5, Military Leave, page 26.

Laws Relating to and Governing Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, Page VI-3.

BOR III-12.00, Policy on Academic Administrators/Associate Staff Time Keeping Record, page 3.

REFERENCE:

Annotated code of Maryland, State Personnel and Pension Article, Section 9-1107; Section II.C. subject to abrogation on June 30, 2005 was made permanent by the General Assembly in their 2005 session.

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

184.0 VII-1.31- POLICY ON REEMPLOYMENT

(Approved by the Board of Regents on November 12, 1993)

- I. Purpose and Applicability. This policy establishes the circumstances under which former regular administrative and classified employees who return to UMS service shall be considered as new employees.
- II. A former regular administrative or classified employee who returns to University of Maryland System service after a break in service of two or more years shall be considered a new employee. Former employees who return within two years of separation shall be governed by the Policy on Reinstatement.
- III. For individuals who are reemployed as new employees, prior service, exclusive of the period of separation from service, shall only be used to:
 - A. determine the rate of annual leave earnings for classified employees as described in the Policy on Annual Leave;
 - B. determine seniority points for classified employees, as provided in BOR VII - 1.30 - Policy on Layoff for Unclassified and Classified Personnel.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary to implement this policy and submit a copy to the Chancellor.

Replacement for:

UM Personnel Policies and Rules for Classified Employees -
Section III, Re-employment, Page III-4

UM Personnel Policies and Rules for Associate Staff - Section
F - Reappointment, Page 4

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

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; Amended by the Board on September 19, 2014)

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 retired with at least five years of total service credit at one or more USM institution(s) or has retired on accidental disability from a USM institution with less than five years of total service credit.

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.

2. 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. 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.

E. Tuition Remission for Spouses and Dependents of Employees and Retirees who Reside Out-of-State.

Tuition remission charges to institutions and employees under this policy shall be at the in-state tuition rate, regardless of the state of residence of the eligible employee or retiree.

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 Employees 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.

i. Summaries of these special eligibility requirements shall be published on the websites of the USM and its institutions.

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.

Amendment to Memorandum of Understanding Between Salisbury University and Fraternal Order of Police

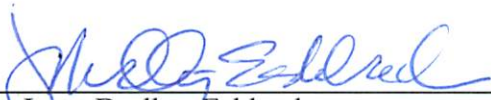
Section 6.1 of the Memorandum of Understanding Between Salisbury University and the Fraternal Order of Police (“MOU”), which was approved by the Board of Regents on September 18, 2015, is amended as set forth below. This amendment is necessary to document the previous agreement reached between the parties regarding overtime, which was inadvertently left out of the original MOU.

Section 6.1 – Overtime Pay

Employees shall be paid overtime pay for any hours worked over eighty hours during a regular pay-period (the employee’s standard fourteen-day pay period) at a rate of one and one-half times the employee’s regular hourly rate of pay. An employee’s standard work week shall include paid sick, annual, holiday, administrative and personal leave as hours worked. All overtime work must be pre-approved by the employee’s supervisor

For Salisbury University:


For the Union:



Dr. Janet Dudley-Eshbach
President, Salisbury University



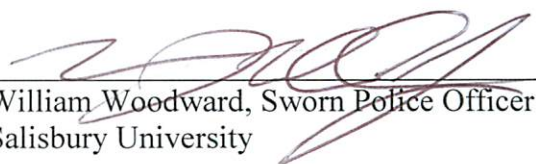
Herb Weiner, Chief Negotiator
Fraternal Order of Police



Wendy Denny
Negotiator
Interim Director of Human Resources

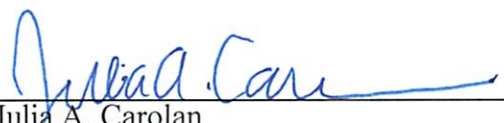


Kellylyn Craven, Sworn Police Officer
Salisbury University



William Woodward, Sworn Police Officer
Salisbury University

Approved for Form and Legal Sufficiency:



Julia A. Carolan
Assistant Attorney General