

MEMORANDUM OF UNDERSTANDING

BETWEEN

MARYLAND TRANSPORTATION AUTHORITY POLICE LODGE #34, FRATERNAL ORDER OF POLICE, INC.

AND

MARYLAND TRANSPORTATION AUTHORITY

July 1, 2026 – June 30, 2027

Table of Contents

PREAMBLE 1
ARTICLE I – RECOGNITION 1
ARTICLE II – NON-DISCRIMINATION 2
ARTICLE III – MANAGEMENT RIGHTS 2
ARTICLE IV – UNION RIGHTS 3
ARTICLE V – LABOR/MANAGEMENT COMMITTEE 10
ARTICLE VI – WAGES AND OVERTIME 10
ARTICLE VII – SENIORITY 16
ARTICLE VIII – LEAVE WITH PAY 17
ARTICLE IX – LEAVE WITHOUT PAY 19
ARTICLE X – HOLIDAYS 20
ARTICLE XI -- WORKING CONDITIONS 21
ARTICLE XII --PROMOTIONS AND TRANSFERS 25
ARTICLE XIII -- UNIFORMS AND EQUIPMENT 28
ARTICLE XIV – SAFETY 29
ARTICLE XV – INSURANCE AND BENEFITS 30
ARTICLE XVI -- PENSION 32
ARTICLE XVII – DISPUTE RESOLUTION PROCEDURE 32
ARTICLE XVIII -- INTERNAL INVESTIGATIONS 35
ARTICLE XIX -- LAYOFF/SEPARATIONS 35
ARTICLE XX – MISCELLANEOUS 36
ARTICLE XXI – WORK STOPPAGES 36
ARTICLE XXII – PERSONNEL FILE 37
ARTICLE XXIII– SECONDARY EMPLOYMENT 38
ARTICLE XXIV –ASSIGNED PATROL VEHICLE/OFF-DUTY USE 39
ARTICLE XXV– SAVINGS CLAUSE 39
ARTICLE XXVI – DURATION 39

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by the Maryland Transportation Authority ("Employer") and the Maryland Transportation Authority Police Lodge #34, Fraternal Order of Police Inc., ("Union" or "FOP 34"), and has as its purpose the promotion of harmonious relations between the Employer and FOP 34; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the Bargaining Unit employees covered hereunder. The Employer recognizes the commitment of FOP 34 and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures.

The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland and the Annotated Code of Maryland, including Title 3, State Personnel and Pensions Article (the State Employee Collective Union Bargaining Law), as amended, and all laws are hereby incorporated in this MOU as if fully set forth herein and, except as provided in Article III, in the event of a conflict between this MOU and the law, the law shall prevail. To the extent that any provision in this MOU conflicts with any provisions of the Maryland Transportation Authority's Trust Agreement, the provisions of the Trust Agreement shall prevail.

ARTICLE I – RECOGNITION

Section 1. Exclusive Representation

The State of Maryland and the Maryland Transportation Authority recognizes FOP 34 as the sole and exclusive representative of all Maryland Transportation Authority police officers at the rank of First Sergeant and below. The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms and conditions of employment for all employees in the Bargaining Unit. The Employer will allow FOP 34 to address new employees at orientation meetings in accordance with Article IV, Section 10, but will not allow non-exclusive representatives to do so.

Section 2. Integrity of the Bargaining Unit

In the event the Employer proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide FOP 34 with notice at the earliest opportunity, but normally at least seventy-five (75) days in advance. Commanders will not be assigned bargaining unit work for the purpose of limiting overtime opportunities for bargaining unit employees except when fiscal or operational exigencies necessitate.

ARTICLE II – NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

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

It is the policy of FOP 34 that it shall not discriminate against any employee or cause or attempt to cause the State to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status or labor organization affiliation.

Section 2. Union Activity

Each employee shall have the right to join and while off work or on official release time, assist FOP 34 freely, without fear of penalty or reprisal, and the Employer shall assure that each employee shall be protected in the exercise of such right.

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

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

Section 4. Representation

FOP 34 recognizes its responsibility as the exclusive bargaining representative for this unit and agrees to fairly represent all employees in the bargaining unit.

ARTICLE III – MANAGEMENT RIGHTS

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

Except as provided above, it is agreed by the parties that any section of this MOU that conflicts with current law, in particular Title 3, State Personnel and Pensions Article and Title 2, Public Safety Article as it applies to the Maryland Transportation Authority Police, can be changed by management after negotiations with FOP 34.

It is understood and agreed by the parties that the Employer possesses all other power, duty and right to operate and manage its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals. The Employer will provide FOP 34 an opportunity to review new or revised Directives not implicating mandatory subjects of bargaining no less than five (5) calendar days prior to implementation. In exigent circumstances, the Employer reserves the right to implement new or revised Directives that are not subject to mandatory collective bargaining immediately and without FOP 34's review.

ARTICLE IV – UNION RIGHTS

Section 1. Access

The Employer agrees that local representatives, officers and Union staff representatives shall have reasonable access to the premises of the Maryland Transportation Authority with prior notice and approval by the Maryland Transportation Authority for the reason of administration of this MOU.

FOP 34 agrees to notify the Maryland Transportation Authority at least five (5) days in advance of a non- emergency, mass meeting. In emergency situations, FOP 34 may call a meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the Maryland Transportation Authority and consistent with security and public service requirements, Union representatives shall have access to the Maryland Transportation Authority's premises for the purpose of membership recruitment. Approval for access described in this section shall not be unreasonably denied.

Section 2. Stewards

The Employer will recognize stewards designated by FOP 34 who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. A grievance will have no more than one (1) steward investigating or processing the grievance, or in attendance at grievance hearings. It is understood that shop stewards assigned to the same work location will not be absent from duty concurrently as a result of their responsibilities as a steward, with the exception of preapproved union leave. The FOP 34 may have a maximum of 15 stewards, distributed as follows:

- Patrol Division: Each Patrol Detachment (6 current Detachments) and any future Detachments may have one (1) steward. CVSU may have two (2) stewards with one assigned to Metro and one assigned to JFK. Central Command will have two (2) stewards.
- BWI/TM Airport Detachment may have two (2) stewards, and the Port Detachment may have one (1) steward.
- Special Operations Division: General Positions may have three (3) stewards.
- Logistics Division and Support Services Division: may have one (1) common steward.

In the event FOP 34 determines that redistribution of steward assignments is necessary or that additional stewards are warranted on account of changes in department structure, the

Employer and FOP 34 shall negotiate in good faith to accommodate such a request by FOP 34. FOP 34 will notify the Maryland Transportation Authority in writing of the names of the designated stewards prior to them assuming any duties. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to handle grievances. To the extent necessary to participate in grievance hearings, the Maryland Transportation Authority shall take reasonable steps to adjust a designated steward's shift so that such participation is on official duty time. Release from duty and shift adjustments will not be unreasonably denied and will be consistent with the operational needs of the Employer.

Section 3. Time Off With Pay During Work Hours

(A) Granted Time Off With Pay Generally

The Employer shall grant time off with pay, consistent with the operational needs of the Employer, including reasonable travel time when necessary, during work hours, the total of which on a daily basis will not exceed the employee's normally scheduled workday, to attend grievance meetings described in Chapter 13 of the Police Directives Manual, labor/ management meetings, negotiating sessions regarding supplementation or amendment of this MOU during its term or the negotiation of a successor MOU, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being FOP 34 representatives.

(B) Granted Time Off With Pay for Negotiations

In addition to the time off described in paragraph (A), FOP 34 is entitled to release time for six bargaining unit members (in addition to the FOP President) for all bilateral negotiation sessions and as is necessary to participate in internal union caucuses that are approved by the State during the pendency of negotiations. Such caucuses may be held on days when bilateral negotiations are not scheduled. It is understood that such release time may on occasion need to be rescheduled because of emergency circumstances. Release time for negotiations will be allowed consistent with the operational needs of the Employer and will not be unreasonably denied.

(C) Creation of Release Time Account

The Employer shall create a Release Time Account. On July 1 of each year, the Employer shall credit the Release Time Account with one (1) day for every fifteen (15) bargaining unit members. In addition, all officers covered by this MOU shall be required to contribute four (4) hours of annual leave per calendar year. These hours will be deducted from the members and placed into the Union's Release Time Account as follows:

- Unused time in the Release Time Account shall roll over from year to year.
- Beginning on January 1st of each calendar year, each member will have four (4) hours deducted from their annual leave.

FOP 34 shall receive an itemized tracking sheet from Payroll on a monthly basis that shows the amount of release time used and balance of time in the Union Release Time Account. Employer will require confirmation of attendance for time used.

(D) Use of Release Time Account

Union representatives will be allowed time off with pay charged against the account consistent with the operational needs of the Employer for union business such as state or area-wide committee meetings or state or international conventions; preparation time for negotiations or Labor/Management Committee meetings; union sponsored labor relations training, and any other FOP business deemed necessary by the President, provided such representative provides reasonable notice to their supervisor of such absence. Time may be used in one (1) hour increments.

(E) Notice & Approval

The Employer requires requests for time off with pay made under paragraphs (A) or (D) above to be in writing. In general, requests for time off with pay made under paragraphs (A) or (D) shall be made at least ten (10) calendar days in advance, except in the event that the requested time off consists of three (3) or more consecutive days, in which case the requests shall be made at least thirty (30) days in advance. The Employer shall respond within five (5) days of receiving the request. Under exigent circumstances, FOP 34 may request and the Employer may grant requests for time off with pay on less than ten (10) days' notice. These exigent requests, however, will be limited. Requests for time off with pay under paragraphs (A) or (D) will not be unreasonably withheld. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of FOP 34, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. If requested Union Leave falls on the employee's regular leave day, the employee may request, and the Employer may approve moving the regular leave day to another day within that pay period. These situations shall be limited and may not create a negative impact on the normal business of the Employer.

(F) Designated Persons

The parties recognize their respective obligations to appropriately administer the MOU in an efficient manner in the context of effective and efficient government operations. To this end, the Employer and FOP 34 shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay.

(G) President of FOP Lodge

The President of FOP Lodge #34 will be granted a full-time position to handle union business under the following terms and conditions:

1. With the exception of all mandated training, the FOP President will be placed on a paid leave of absence from the President's current assigned duties.

2. The FOP President will remain on the payroll of the MDTA for the purposes of performing full-time union business as the President of FOP Lodge #34.

3. MDTA will credit up to 50% of the administrative leave (up to a maximum of 1,040 hours annually) and the FOP Release Time Account will donate the other half. MDTA will reconcile the balance of administrative leave provided to the President at the end of each

fiscal year to ensure that MDTA has not contributed more than 50%, except that the President will continue to use earned annual leave, personal leave, holiday leave, and sick leave pursuant to established policies.

4. The President will work forty (40) hours per week, Sunday through Saturday.

5. The President will work from the FOP Lodge office or other such location as appropriate for the President to carry out their duties on behalf of the Lodge. The FOP Lodge is located at 730 Wampler Road, Middle, River, Maryland, 21220, or such other future location that the Lodge may be located. The FOP shall notify the Employer if the Lodge location changes.

6. The FOP will maintain workers' compensation insurance coverage for the President to cover all union related activities. The President's duties for union related activities include, but are not limited to: preparation and negotiation of this MOU; issues concerning interpretation of this MOU; grievances on behalf of union members; union sponsored labor relations training; Labor/Management Committee meetings; assisting members in departmental related issues; participation in weekly in-service training of the union; Executive Board and membership meetings of the union; daily operations of the union; maintaining communications to members; attendance at State Lodge FOP Bi-Annual conventions; attendance at National Lodge Bi-Annual conventions; participation in specialized training offered by the State Lodge FOP; participation in Police Memorial Week in Washington, D.C.; meeting with State legislators concerning pending legislation impacting the union; attendance at hearings before the General Assembly; and attendance at Maryland State Lodge weekly legislative meetings during the Assembly session.

7. FOP Lodge #34 hereby agrees to waive, release, and hold harmless the MDTA including its members, officers, employees, agents, contractors and volunteers from any and all losses, demands, liabilities, expenses, suits, actions, causes of action, damages, costs and claims of any kind arising out of, or in connection with, the activities, actions, or conduct of the full-time President performing duties on behalf of FOP Lodge #34.

8. When performing law enforcement duties, the FOP President will have the same protections as other MDTA law enforcement officers.

9. During such paid leave of absence, the President will continue to accumulate seniority and receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.

10. The FOP President will not be provided with an assigned MDTA vehicle during the leave of absence.

11. All MDTA directives and policies remain applicable to the FOP President while on the paid leave of absence.

12. The FOP President must still be able to perform the essential job functions for their classification as determined by the State Medical Director.
13. The FOP President will be supervised, to the extent possible, by a position identified by the Chief of Police. This supervisor will review and approve pay cards, approve earned leave requests, conduct monthly equipment inspections, and handle other administrative duties as necessary.

14. Additional training related to the mission of the MDTA Police or career growth may be approved by the designated supervisor upon request. The FOP President shall be entitled to meal/travel reimbursements for additional approved training where such is made available to other similarly situated employees.

15. No overtime, compensatory time, double back shift differential, meal/travel reimbursements or other special compensation will be permitted while the FOP President assumes this full-time position (assigned to work a 40-hour work week). The President shall be permitted to work voluntary overtime offered by the MDTA Police during non-scheduled work hours.

16. Since the FOP President will not be performing assigned duties, there will be no annual performance evaluation required during this leave of absence. The lack of a performance evaluation for the President shall be construed that the President is performing in a satisfactory manner for the purpose of being eligible to receive a yearly step increment to which he is entitled.

17. If the FOP President no longer occupies the office of President, the Chief of Police shall return him to his prior assignment if such position is vacant. If the position is not vacant, the Chief is under no obligation to return him to such assignment.

Section 5. Meeting Space

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

Section 6. Routine Office Supplies

FOP 34 representatives, as directed by a member of the FOP Board of Directors, are authorized to make reasonable use of copiers and fax machines pursuant to Departmental policy, provided that such use does not interfere with departmental operations and is used for legitimate Union purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying FOP 34 of its intent to revoke such privileges and identifying in writing the specific usage(s) which is the basis for the revocation of such privileges. The Employer also reserves the right to charge a reasonable fee for copies.

Section 7. Bulletin Boards

The Employer has provided lockable bulletin boards at each work location in the break

room or other appropriate locations that were mutually agreed upon. These are for the exclusive use of FOP 34. FOP 34 shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the FOP 34 official approving the posting. FOP 34 shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, FOP 34 shall provide a copy of all items to the Employer.

Section 8. Mail Service and Computer Mail

FOP 34 shall be permitted to use internal state mail systems, including computer/ electronic mail/fax, for membership and bargaining unit mailings. The use of computer/electronic mail/fax are subject to the same rules of use as described in Section 6. Confidentiality shall be maintained subject to the Employer's security needs. Mass mailings by internal state mail will be limited to six (6) times per calendar year. Such mass mailings may be individually addressed or distributed by work assignment or facility location. FOP 34 shall give the Employer reasonable notice in advance of mass mailings. FOP 34 and the Employer shall develop a system for these mailings.

Section 9. Distribution of Union Information

At MDTA facilities, FOP 34 shall be permitted to place informational materials for employees at the worksite before and after work, during mutually agreed upon breaks and meal periods, and during any other time agreed to by the Detachment Commander. The placement shall be limited to the area designated as the police officer's room commonly used to distribute inter-office mail. The information shall be placed in the area designated by the Employer and may have a sign of identification. This placement must be done by a police officer designated by FOP 34 who holds the appropriate security credentials.

Section 10. New Employee Orientation & Annual MDTAP In-Service Training

The Employer will provide FOP 34 with an opportunity to address each new recruit class while in the Training Academy. FOP 34 will be permitted to give a thirty (30) minute presentation, which may include an enrollment in supplemental union benefits.

The Employer will provide FOP 34 with an opportunity to meet with bargaining unit members once a week during MDTAP Annual In-Service Training. FOP 34 may provide up to a thirty (30) minute presentation by one FOP 34 presenter. One (1) hour, to include preparation, travel and presentation, will be deducted from the union release time account each presentation. The Employer will provide a suitable meeting location, i.e., a classroom that was being used for in-service training. The scheduling of the thirty (30) minute presentation will be designated by the Employer in consultation with the FOP.

Section 11. Information Provided to FOP 34

The Maryland Transportation Authority shall provide to FOP 34 a list of information, to include: new hires, separations, promotions, transfers and reclassifications (including agency

code, position numbers involved, classifications, grades, and effective dates) for all bargaining unit employees. New hire and separation employee information will be provided at the beginning of each month
and will include actions processed during the preceding month for bargaining unit employees. Other personnel actions listed above for bargaining unit employees will be provided to FOP 34 on a quarterly basis. The above information shall be provided in an electronic format convenient to the Employer. FOP 34 shall treat the information as confidential.

Upon request by FOP 34, the Employer will provide, within a reasonable amount of time, any other information and documents that FOP 34 is entitled to as the exclusive representative of bargaining unit employees. The Employer may charge reasonable compilation and copying fees.

Nothing herein shall be construed to restrict FOP 34's right to request and receive information in accordance with applicable public information acts.

The Employer will keep FOP 34's electronic mail address on the CAD Serious Incident Notification System. The Employer will immediately notify the FOP President or their designee whenever a MDTA Police Officer is seriously injured, killed, or is involved in an incident where another person is seriously injured or killed as a result of actions involving a MDTA Police Officer unless the employee specifically requests that such notification not be made to the FOP.

Section 12. Exclusivity

No organization other than the exclusive representative shall have access to worksites or otherwise, be provided with access to facilities and services of the Employer unless they are doing business with the State or except as required by State or federal law. This does not apply to non-union professional organizations that work with the State.
.

Section 13. Manuals

The Employer will provide FOP 34 with one hard copy of the Maryland Transportation Authority's Police Directives Manual, as well as access to said Directives electronically.

Section 14. Check-off of Dues

Upon the presentation by FOP 34 of a list of the individual employees covered by this MOU for each of whom FOP 34 certifies to have on file a written authorization for dues deduction executed by the employee, FOP 34 shall be entitled to have such employees' membership dues deducted from their pay checks on a bi-weekly basis and remitted to FOP 34 or an entity designated by FOP 34 on a biweekly basis. No other employee organization shall be entitled to check-off dues.

Section 15. Service Fee and Indemnity

Service fees may not be collected from bargaining unit members. FOP 34 shall indemnify and save the Employer harmless and shall provide a defense of any and all claims, grievances,

demands, actions, suits, costs, expenses, or other forms of liability or damages, including attorney's fees and costs, that arises out of or by reason of any action taken or not taken by the Employer, its officers, agents, employees or representatives for service fees paid prior to June 27, 2018; or that arise out of or by reason of the Employer's reliance on any notice, letter, or authorization forwarded to the Employer by FOP 34 relating to the payment of service fees.

ARTICLE V – LABOR/MANAGEMENT COMMITTEE

The parties recognize that the holding of periodic meetings for the exchange of views and information contribute to the effectiveness of the labor/management relationship. Therefore, the parties shall establish a Labor/Management Committee (LMC), in accordance with the provisions in this Article, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees.

The LMC shall have the following features:

(a) The LMC will be co-chaired by two members from labor and two members from management.
(b) The LMC will comply with the agreed upon ground rules
(c) The LMC will meet at least monthly except by majority consent of the committee. The LMC co-chairs will be responsible for coordinating the agenda for the meetings through the exchange of agenda items by each party at least one week in advance of each meeting.
(d) The LMC will consider, evaluate, and make recommendations with respect to matters bearing upon the economy and efficiency of Maryland Transportation Authority Police operations and the welfare of its employees whether or not such matters are negotiable. The willingness of the parties to discuss such matters in the LMC is without compromise as to whether any such subject constitutes a mandatory subject of bargaining.
(e) The LMC will review issues related to the waiving of waiting periods of Acting Pay.
(f) FOP 34 representatives will be deemed to be in on-duty status while attending such meetings.
(g) The LMC may establish permanent or ad hoc subcommittees.

The LMC will discuss any issues surrounding the policy and/or practice of On-Call duties.

ARTICLE VI – WAGES AND OVERTIME

Section 1. Wages

(A) Effective no later than July 1, 2026, there will be no general cost of living adjustment (COLA) wage increase for the fiscal year 2027.

(B) Effective July 1, 2026, MDOT shall adjust the current MDTA/MTA Police Salary Schedule from the current percentage increase of two (2%) percent to five (5%) percent for Step 18 resulting in a three (3%) increase. The percentage increases for Step 19 and Step 20 will remain at two (2%) percent for each respectively.

Section 2. Increments

All eligible employees shall be provided with a step increase during Fiscal Year 2027, effective January 1, 2027.

Section 3. Shift Differential

All bargaining unit employees shall receive per hour shift differential two dollars ($2.00) for qualifying shifts as defined in State regulations (COMAR) in effect as of the date of this MOU.

Section 4. Clothing Allowance

All bargaining unit employees shall receive $1,500 per fiscal year for clothing allowance. The clothing allowance shall be payable in quarterly installments at the rate $375.00 per quarter per individual.

Section 5. Differential for Field Training Officers/Officer in Charge

Consistent with current MDTAP Directives, Chapter 5, Section I, Officers working as an Officer-In-Charge (OIC) or a certified Field Training Officer (FTO) in the classification of MDTA Police Officer II, pay grade 152, Senior Officer, pay grade 153, or Police Corporal, pay grade 154, will receive differential compensation. Those eligible personnel performing these duties at the rank of MDTA Police Officer II or MDTA Senior Officer will be compensated at the pay rate of an MDTA Police Corporal, Grade 154, on an hourly basis, when performing assigned duties as an OIC or a certified FTO. Those eligible personnel performing these duties at the rank of MDTA Police Corporal, Grade 154, will be compensated at the pay rate of a MDTA Police Sergeant, Grade 155, on an hourly basis when performing assigned duties as a certified FTO.

To be eligible for FTO differential, officers must have successfully completed the MDTAP Field Training Officer's Program and must be designated by the Employer as an MDTAP Field Training Officer.

Section 6. Acting Pay

Any employee (the acting employee) who is required to assume duties that are normally performed by an employee of higher rank shall receive pay at the rank that is one grade above the grade that the acting employee currently occupies.

The employee shall only receive acting pay if required to assume these duties for at least ten (10) continuous calendar days. The employee must meet the minimum requirements for

the rank in which acting capacity is authorized. An employee who does not meet the minimum requirements for the rank in which acting capacity is authorized shall not be moved into a position to avoid paying acting capacity pay. The Chief may approve an exception to provide acting capacity pay for an individual who does not meet the minimum requirements for the rank in which acting capacity is being requested if deemed necessary to meet operational requirements for staffing and supervision.

Employees may not be rotated in and out of vacant positions to avoid paying acting capacity pay. Commanders may not refuse to designate an employee as an acting employee when that employee has actually assumed additional supervisory responsibilities normally assigned to an employee in higher rank, to avoid paying acting pay.

Section 7. Overtime - General

(A) Consistent with current practice, each time an officer covered by this MOU submits an overtime slip, the officer may elect to receive compensatory leave at one and one-half times the overtime hours worked rather than overtime pay. The Employer agrees to continue the practice of permitting the employee, with the approval of the Employer, the right to earn compensatory time and cash overtime during the same pay period, provided that the employee may not earn compensatory time and cash overtime on the same day. However, there may be certain times during the year where due to systems issues the employee may only be able to select compensatory time or cash overtime during the same pay period. These certain times during the year will be announced at least three (3) pay periods ahead of time.

(B) Employees who perform work as directed by a supervisor or upon request from a representative of a State's Attorney's Office during non-scheduled work hours, and who are able to perform such work without responding to a work location including, but not limited to, telephone calls, texts, emails, or other work directed by a supervisor, shall be compensated a minimum of 30 minutes at their overtime rate. Any time beyond 30 minutes will be compensated for the actual time worked at the employee's overtime pay rate. Any additional work relating to the same matter will not be eligible for an additional 30 minutes minimum of overtime pay. If the total time of all work exceeds 30 minutes, then compensation will be paid for the actual time worked at the employee's overtime rate.

(C) Consistent with current practice, any hours worked over eighty (80) hours during the fourteen (14) day pay period will be paid at the employee's overtime rate.

Section 8. Overtime – Immediate Shift, Projected, and Extra Duty

(A) For purposes of this Section 8, the following definitions shall apply:

1. Immediate Shift Overtime is overtime which occurs within the current shift or for the next shift as the result of an immediate and unpredicted manpower shortage caused by, but not limited to, sick leave or emergency leave.
2. Projected Overtime is overtime which occurs after the next shift and results in a manpower shortage caused by, but not limited to, sick leave or emergency leave.

3. Extra Duty Overtime is overtime that results from a special event or detail, including but not limited to, construction overtime, Vessel Security based upon the Captain of the Port Orders and Explosive , and MVA overtime (excluding granted funded overtime).

(B) Immediate Shift Overtime shall be offered based on seniority starting with the most senior bargaining unit member at the vacant rank who is on duty and assigned to the detachment/unit when the overtime becomes available. If the overtime position(s) is/are not able to be immediately filled, the overtime shall be offered to any bargaining unit member who is on duty at the detachment/unit at the vacant rank of the position needed. If the overtime is still not able to be filled then the overtime will be offered based on seniority to the members of the next higher rank first, and then continue one rank at a time based on seniority in that rank until filled. If still unfilled, the overtime position(s) shall be emailed to all bargaining unit members via agency email and filled on a first come, first serve basis.

(C) Projected Shift Overtime shall be offered for the vacant rank to bargaining unit members, regardless of seniority, assigned to the detachment/unit when the overtime becomes available. The offer will be made available for a minimum of two (2) hours, and if not filled in that time, the overtime will be offered to members of the next higher rank first, and then continue one rank at a time until filled. If still unfilled, the overtime shall be emailed to all bargaining unit members via agency email and filled on a first come, first serve basis.

(D) Extra Duty Overtime will be paid for time actually worked with the exception of Construction Overtime, which is outlined in the Construction Overtime Standard Operating Procedure (SOP). If an Extra Duty Overtime assignment is cancelled within eight (8) hours of an Employee's start time, the Employee will be compensated four (4) hours of overtime. If the cancellation is outside of the eight-hour window, the Employee will not receive any overtime compensation.

(E) Extra Duty Overtime shall be offered to any bargaining unit members, regardless of seniority/rank, and if assigned to the agency detachment/unit when the overtime becomes available. If the overtime position(s) is/are not filled by detachment/unit personnel, the overtime position(s) shall be emailed to all bargaining unit members via agency email and filled on a first come, first serve basis.

Section 9. Court Overtime

All officers covered by this MOU will receive a minimum of four (4) hours pay at their overtime rate whenever they are required to attend court or judicial proceedings for work while off-duty. This will be calculated as follows: All court appearances attended in the morning hours (0001-1159 hrs.) will be eligible for the minimum four (4) hours overtime pay, regardless of the amount of cases or docket times.

All court appearances attended in the afternoon hours (1200-2400 hrs.) will be eligible for the minimum four (4) hours overtime pay, regardless of the amount of cases or docket times. If the amount of time required in court, exceeds the minimum four (4) hours, officers will be

compensated for the actual time spent in court. Officers who travel to and from court in a personal vehicle are not eligible for mileage reimbursement.

Section 10. Canine Compensation

The Employer agrees to maintain the current policies and practice related to canine compensation.

Section 11. Physical Fitness

An annual physical fitness bonus of $1,000 will be given to bargaining unit members who successfully complete and meet the standards of the MDTA Police physical fitness assessment. Employees who do not successfully complete any part of the physical assessment or meet the minimum standards are not eligible for the bonus until they successfully complete and meet all fitness standards. Employees may participate in more than one of the physical assessments until they successfully meet the standards. Only one bonus will be awarded to the employee per calendar year.

Section 12. Compensation for Formal Education

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

Associate's Degree	$125
Bachelor's Degree	$250
Master's Degree	$375
Doctorate	$500

Employees who have earned more than one degree may only receive compensation for one degree. This additional compensation will be payable in the first calendar quarter of 2016 and in January of each subsequent calendar year. ***(Note: Employees that were previously compensated the one-time payment for their degree prior to October 1, 2015, pursuant to the former college incentive program, are not eligible for the annual compensation)***

Section 13. Special Assignments

(A) There are times when an employee is assigned to a "special assignment" such as civil disturbance deployments, in-service, firearms training, out-sourced training, specialized unit training to include but not be limited to Electronic Enforcement Unit, Training Unit, K-9 Unit, Marine Unit, Motor Unit, Homeland Enforcement and Traffic Unit, Collision Reconstruction Unit, Special Response Team, Crisis Negotiation Team and Emergency Operations Unit, and other training opportunities, for a scheduled set of hours outside the employees' regular duties.

(B) These special assignments will be defined in advance on a Personnel Order or in the Police In-Service Folder, which will outline the assignment, the date and time the employee will report for assignment, and the anticipated number of hours.

(C) The Employer will make every attempt to schedule these special assignments during an 8-hour day within the pay period. These special assignments will also include the Physical Fitness Day, which consists of roll call, the importance of exercise segment, nutrition segment, stress management segment, lunch, fitness test and cool down and debriefing.

(D) The below scenarios shall apply to those special assignments listed above scheduled for 8 hours:

1. Employees regularly assigned to 8-hour shifts: At the conclusion of the special assignment, the employee shall be dismissed for the day.

2. Employees regularly assigned to 10 or 12-hour shifts: If the employee is on an 8-hour day, at the conclusion of the special assignment, the employee shall be dismissed for the day. If an employee is not on an 8-hour day, the employee shall record the difference between their regular assigned shift hours, 2 or 4 hours respectively based on their regular schedule, as Virtual Time in MTrack. Instructions for recording the Virtual Time and Special Codes for the special assignments will be provided.

(E) For special assignments including but not limited to Meters Recertification, Off-Duty Weapon Qualification, Award and Promotional Ceremonies, where the assignment is completed in less than 8 hours, the assignment will be built into the employee's regular assigned shift hours. For example: if an employee is regularly assigned to an 8-hour shift and the employee completes the special assignment in 2-hours, the employee would work 6 hours at their detachment/unit before or after the special assignment. The same would apply to employees regularly assigned 10 or 12-hours shifts.

(F) The below scenarios shall apply to those individuals participating in promotional testing, which shall be considered a 4-hour workday:

1. Employees regularly assigned to 8-hour shifts: At the conclusion of the promotional testing, the employee shall be dismissed for the day and those employees will record the difference in their regular schedule, as Virtual Time in MTrack. Example, if the employee works an 8-hour shift and testing is 4 hours, the employee shall record 4 hours of Virtual Time.

2. Employees regularly assigned to 10 or 12-hour shifts: If the employee is on an 8-hour day, at the conclusion of the special assignment, the employee shall be dismissed for the day. If an employee is not on an 8-hour day, the employee shall record the difference between their regular assigned shift hours, 6 or 8 hours respectively based on their regular schedule, as Virtual Time in MTrack. Instructions for recording the Virtual Time and Special Codes for the special assignments will be provided.

(G) Detachment/Unit Commanders are responsible for coordinating with employees to schedule these special assignments and hours, which schedules shall be adjusted based on the types of assignments to fit within an 8-hour day. The use of the term "regularly assigned shifts" in this Section only refers to the total number of hours in a day and not actual shift times. Regular assigned shift times can be adjusted based on the special assignment.

Section 14. On-Call Pay

(A) Eligible Employees, as defined in this Section, placed in an "on-call" status during non-working hours shall receive Two Dollars ($2.00) per hour of pay for each hour they are placed on call. Eligible Employees will only be eligible for Two Dollars per hour maximum on call pay regardless of the number of specialized units they are assigned.

(B) The Employer shall notify an Eligible Employee that they are being placed in an on-call status in writing at least 48 hours in advance of the start time of the on-call status, unless exigent circumstances exist. The notification shall include the time period the Eligible Employee is expected to be in an on-call status. While in on-call status, Eligible Employees shall be accessible and ready for duty.

(C) Employees in the following positions are considered Eligible Employees for purposes of receiving on call pay when designated by the Employer:

Collision Reconstruction Unit – 5 personnel
Drug Recognition Expert – 1 personnel
Commercial Enforcement and Response Team – 1 personnel
Criminal Investigations Unit – 1 personnel
Crisis Negotiations Team – 5 personnel
Public Information Officer – 1 personnel
Special Response Team – 8 personnel
K-9 – 3 personnel
Internal Affairs Unit – 1 personnel
Health & Wellness Unit – 1 personnel
Emergency Operations Services – 1 personnel
Marine Unit – 1 personnel
Tactical Medicine Unit – 1 personnel
Civil Disturbance Unit – as needed based upon operational need

Based on operational needs, the Chief or his designee may designate positions from other units as Eligible Employees for on call pay.

ARTICLE VII – SENIORITY

Seniority is determined by the highest Rank, and then Time in Rank. In the event that two or more bargaining unit members are the same Rank and Time in Rank, seniority will be based on tenure with the MDTA Police from the date of appointment as a Police Officer. If two or more bargaining unit members have the same Rank, Time in Rank, and tenure with the MDTA Police

Department from the date of appointment as a Police Officer, seniority will be based on police academy class rankings.

An Employee who is demoted in Rank shall have a "Time in Rank" date, as it pertains to seniority under this Article, to be the date and time of their original promotion to the lower rank.

ARTICLE VIII – LEAVE WITH PAY

Section 1. Personal Leave

Employees shall be entitled to seven (7) days (not to exceed 56 hours) of personal leave each calendar year. For the calendar year in which new employees begin employment, the number of personal leave days will be prorated according to applicable law.

Section 2. Annual Leave

A. Employees shall earn annual leave in accordance with the following schedule:
   1. Less than five (5) years of service - up to ten (10) days per year.
   2. Five (5) to ten (10) years of service - up to fifteen (15) days per year.
   3. Eleven (11) years to twenty (20) years of service - up to twenty (20) days per year.
   4. Twenty (20) years of service or more - up to twenty-five (25) days per year.

Section 3. Accumulated Annual Leave

Any days of annual leave not used at the end of a year may be carried forward into the next year. Employees may accumulate unused annual leave and may carry over from one year to the next up to seventy-five (75) days, or six hundred (600) hours in accordance with the Transportation Service Human Resources System (TSHRS) regulations found in Code of Maryland Regulations (COMAR) 11.02.03.03 and TSHRS Policies.

If an employee is denied the opportunity in a calendar year to use annual leave in excess of seventy-five (75) days or six hundred (600) hours, the head of the employee's department may allow the employee compensation, at the employee's regular rate of pay, for those excess leave days. The Division Commander may approve a request for compensation only if (i) the appointing authority documents the unusual administrative reasons for having denied the employee the use of annual leave; and (ii) funds are available for that purpose.

Section 4. Payment Upon Separation

Payment to an employee or to their estate will be provided consistent with COMAR §11.02.03.03(G) and applicable TSHRS policy.

Section 5. Sick Leave

Sick leave shall be used in accordance with current MDTA policy

Section 6. Accrued Sick Leave

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

Section 7. Jury Duty Leave

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

Section 8. Bereavement Leave

The parties agree to maintain the current Maryland Transportation Authority bereavement leave policy.

Section 9. Military Leave

The parties agree to maintain the current Maryland Transportation Military Leave policy, except that the Employer agrees to work in good faith with officers needing to use military leave in an effort to adjust their work schedule, consistent with operational needs, so as to minimize the need for officers to use other kinds of leave in order to meet their military obligations.

Section 10. Salary Reduction Days

Any Administrative Leave credited to an employee due to the 2011 Salary Reduction Plan may be used at any time prior to the employee's separation from employment with the State.

Section 11. Paid Family and Medical Leave

(A) The parties recognize that, in accordance with the MOU Preamble, Paid Family and Medical Leave requires the approval by the General Assembly and is tentative pending approval of the General Assembly.

(B) Beginning July 1, 2026, an eligible employee who experiences a qualifying event is eligible to receive up to twelve (12) weeks of Paid Family and Medical Leave. Employees are eligible to use Paid Family and Medical Leave immediately upon entering duty in State Service. An employee will not be required to pay contributions from wages to be eligible for Paid Family and Medical Leave. An eligible employee must submit the required documentation related to a request within sixty (60) days of taking leave.

(C) A qualifying event for which an eligible employee can request leave includes:

1. to care for or bond with the employee's child during the first twelve (12) months after the child's birth;
2. to care for or bond with a child during the first twelve (12) months after the child's placement from the foster care, kinship care, or adoption process, or during the foster care, kinship care, or adoption placement process;
3. to care for a family member with a serious health condition;
4. to care for themselves if the eligible employee has a serious health condition;
5. to care for a service member with a serious health condition who is the eligible employee's next of kin and whose serious health condition resulted from, or was exacerbated by, military service; or
6. To assist a service member subject to deployment who is a family member of the eligible employee.

(D) An eligible employee may receive up to an additional twelve (12) weeks of Paid Family and Medical Leave for a total of twenty-four (24) weeks of leave in a calendar year if:

1. the eligible employee received medical leave to care for themselves and the eligible employee then experiences a qualifying event for child bonding leave; or
2. the eligible employee received child bonding leave and then experiences a qualifying event for medical leave for themselves.

(E) An eligible employee who is granted Paid Family and Medical Leave will receive paid leave at the employee's regular pay rate.

(F) If an eligible employee is also eligible for Family Medical Leave Act (FMLA) leave, the FMLA leave will run concurrently with Paid Family and Medical Leave.

(G) An eligible employee will be returned to the same or an equivalent position after their Paid Family and Medical Leave.

(H) The Paid Family and Medical Leave will replace the State's parental leave. Maryland Annotated Code, State Personnel and Pensions, § 9-1108 will be repealed and reenacted, with amendments, to reflect Paid Family and Medical Leave.

(I) The Paid Family and Medical Leave is not subject to payment and will be forfeited upon separation from State Service.

(J) Access to the Paid Family and Medical Leave described in this section does not modify or otherwise effect the Leave Bank or the Employee-to-Employee Leave Donation program. Nor does access to this Paid Family and Medical Leave effect any changes on an employee's accrual of sick leave or on the use of accrued sick leave for service credit toward retirement as set forth in this MOU.

ARTICLE IX – LEAVE WITHOUT PAY

Section 1. Injury/Illness Leave

(A) Employees may be granted a leave of absence without pay for a documented temporary illness or disability when there is medically documented evidence that the employee can return to their full range of duties within six (6) months. The Employer will grant or deny such request on a fair and equitable basis. Such employees will not be separated from the payroll and will be restored to their positions within the six-month (6) period.

(B) If after the initial six (6) months, the employee is still unable to return to their full range of duties, because of the employee's illness or disability, an additional six (6) months of leave without pay may be requested. After twelve (12) months of leave without pay, employees will be separated from the payroll and may be eligible for reinstatement to any available current vacancy for which they qualify. Requests for reinstatement will be granted, or denied, on a fair and equitable basis.

At the employee's request, if a vacancy does not exist at the time the employee is ready to return to work, or within sixty (60) days of notifying the Employer of their ability to return to work, they may be placed on the State of Maryland's reinstatement list for all classes for which the employee held at one time for the remainder of their reinstatement period.

Section 2. Suspension Without Pay

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

Section 3. Furloughs

The Employer agrees that no bargaining unit members will be subject to a furlough for the term of this MOU unless otherwise required by the MDTA's Trust Agreement with its bond holders. If for any reason furloughs are projected, they shall start and continue with the employee(s) having the least amount of sworn police tenure with the MDTAP, regardless of rank.

ARTICLE X – HOLIDAYS

Section 1.

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

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Memorial Day
- June 19, for Juneteenth National Freedom Day

- Independence Day
- Veteran's Day
- President's Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Each Statewide Election Day
- Christmas
- Any other day proclaimed as a holiday or non-working day by the Governor of the
- State of Maryland or the President of the United States of America.

Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday and when a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday will commence at 12:01 a.m. and end at 12:00 Midnight. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay, at the employee's choice. All such requests are to be submitted and considered consistent with COMAR 11.02.03.11 and TSHRS Policy 8L.

Officers shall continue to have the ability to schedule holiday leave in accordance with the same provisions as all other leave, including projected total holiday leave hours for the upcoming year.

Section 2. Holiday Incentive Pay

Consistent with current pay practices defined in MDTA Directives D-05-5, qualified employees who work an 8-hour or longer shift will be awarded Holiday Incentive Pay. The Holiday Incentive compensation will be paid within two (2) pay periods from the date it is submitted to MDOT payroll.

ARTICLE XI -- WORKING CONDITIONS

Section 1. Work Schedules

(A) Unless otherwise provided under this MOU, the Employer shall continue the existing past practices, policies and procedures applicable to work schedules.

(B) The MDTA Police Commercial Vehicle Safety Unit – Metro will work an eight (8) hour shift. This schedule will allow for two (2) eight (8) hour shifts (0600-1400 and 1400-2200) Monday-Friday. Each shift will consist of two (2) squads of personnel. This schedule is for normal staffing and does not in any way address any issues for increased/heightened levels of security, traffic, or commercial vehicle safety initiatives, or any natural or manmade disaster.

(C) The MDTA Police Hatem Bridge Detachment will work a twelve (12) hour shift schedule. The two shifts will be as follows: Midnight Shift (1900-0700) consisting of two squads with one corporal and two officers assigned to each squad; Day Shift (0700-1900) consisting of one

squad with three officers assigned supervised by the Assistant Detachment Commander. Each officer assigned to the twelve (12) hour shift will work six (6) twelve (12) hour days and one eight (8) hour day during a two (2) week pay period. This schedule is for normal staffing and does not in any way address issues for increased/ heightened levels of security or any natural or manmade disaster.

(D) The MDTA Police Central Command Detachment will work a ten (10) hour shift schedule. The three shifts will be as follows: 0700-1700, 1500-0100, and 2300-0900. Each shift will consist of one (1) Shift Supervisor, one (1) Patrol Supervisor, and six (6) Patrol Posts, for a total of eight (8) full duty sworn personnel. This schedule is for normal staffing and does not in any way address issues for increased/ heightened levels of security or any natural or manmade disaster.

(E) The MDTA Police Port Detachment will work a ten (10) hour shift schedule. There will be three (3) shifts as follows: Shift 1 (2200-0800); Shift 2 (0700-1700); and Shift 3 (1500-0100).

(F) The MDTA Police Intercounty Connector Detachment will work a twelve (12) hour shift schedule. There will be two shifts as follows: Day Shift (0600-1800) staffed by a combination of 11 supervisors and officers; and Evening Shift (1800-0600) staffed by a combination of 10 supervisors and officers. Each officer assigned to the 12-hour shift will work six (6) 12-hour days and one (1) 8-hour day during a two (2) week pay period.

(G) The MDTA Police BWI-TM Airport Detachment will continue its current practices with regards to work schedules and the parties agree to establish a working group through the LMC to develop language to memorialize the working schedules.

(H) Yearly work schedules shall be completed and posted for assigned personnel by December 1st of the current year for the entire next calendar year and shall include January of the subsequent year.

Section 2. Schedule Changes

(A) A member shall be given a minimum of eight (8) calendar days' notice of any change in their regular scheduled days off. The Employer reserves the right to give less than eight (8) calendar days' notice for exigent circumstances. Bargaining unit members may choose to voluntarily waive this provision at their discretion. The choice to waive or not to waive such provision shall not be used to negatively impact said unit member's position/standing within the agency.

(B) Notice given of less than eight (8) calendar days' notice shall entitle the member to an additional four (4) hours compensation at their overtime rate of pay. In addition, the member shall receive the leave day back. The member shall schedule the substitute day off within the same work period, governed by manpower constraints and as approved by the supervisor. If the member is unable to reschedule the substitute day off within the same work period, he or she shall be compensated at their regular rate of pay for the day forfeited.

(C) An employee shall be given a minimum of eight (8) calendar days' notice of any change in their regular scheduled shift start time when that shift start will be moved more than two (2) hours. The Employer reserves the right to give less than eight (8) calendar days' notice for exigent circumstances. Bargaining unit employees may choose to voluntarily waive this provision at their discretion. The choice to waive or not waive such provision shall not be used to negatively impact said unit employee's position/standing within the agency.

(D) Notice given of less than eight (8) calendar days to an employee when their customary shift start time is moved more than two (2) hours shall entitle the employee to an additional four (4) hours compensation at their overtime rate of pay.

(E) Regularly assigned duty shifts will start and end at the top of the hour, except for one shift commander or designee at the BWI-TM Airport detachment.

Section 3. Scheduling of Extra-Duty Overtime

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

Section 4. "Doubling Back"

Doubling back occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than ten (10) hours apart.

When doubling back occurs, an employee shall be paid at the time and one-half rate for the double back shift. Customary shift assignment of the employee may not be modified to avoid paying Double Back. This section does not apply: (1) in emergency situations; (2) if the double back occurs as the result of the affected employee requesting a shift change that results in a double back; (3) the employee voluntarily agrees to double back;
(4) if there are fewer than the required number of hours between shifts as the result of overtime that occurs after the first shift or prior to the second shift.

Section 5. Pre-approved Leave

The use of personal, annual, holiday or vacation leave once approved in the normal course may not be revoked in whole or in part. The Employer reserves the right to cancel or revoke leave for exigent circumstances to include a state of emergency declared by the Governor. The Chief of Police or their designee must approve such revocation of approved leave.

Additionally, Employees who are reassigned or transferred at their request will have all pre-approved leave reviewed for consideration in their new assignment. The Employer may modify or revoke any pre-approved leave based on the needs of the new assignment.

To be considered for approval by seniority, extended leave requests must be submitted between December 15 of the current calendar year and January 15 of the next calendar year. They

will be approved or disapproved by January 31 each year. Employees may submit more than one extended leave request but only one request will be granted based on seniority. Requests should be numbered in order of preference.

Leave requests of greater than twenty-one (21) scheduled working days can only be approved by the individual's Division Commander.

Routine leave requests submitted to a supervisor after January 15th and throughout the year will be processed on a first come, first serve basis. They will be reviewed for approval/disapproval as soon as practical, not to exceed two (2) of the requesting employee's scheduled workdays after the supervisor receives the request. If the requesting employee's supervisor is unavailable to approve/disapprove the request due to extended absence, the request will be approved by the detachment commander or designee within two (2) of the requesting employees scheduled working days.

Routine leave requests must be approved if the manpower for the shift is above the previously established minimum at the time the leave request is submitted, unless there is a hold placed on the schedule by the Detachment or Unit Commander.

Section 6. Facilities

(A) The Employer is committed to providing safe working conditions for all Maryland Transportation Authority employees. The Labor/Management Committee will discuss any issues that arise related to the conditions of the facilities and make recommendations for improvements.

(B) All bargaining unit members shall have twenty-four (24) hour access, seven (7) days a week, to the Maryland Transportation Authority's fitness area(s) except those days when conflicts exist with prescheduled events.

Section 7. Snow Removal

Bargaining unit members shall not be required to remove snow or ice from an MDTA Facility lot or walkway except for exigent circumstances.

Section 8. Schedule Holds

Schedule holds must be approved by the Chief of Police or their designee.

Section 9. Drug and Alcohol Testing

(A) The parties agree to incorporate Directive D-90-1 (Alcohol and Controlled Substances Testing Directive, revised 05/29/07) for all bargaining unit members, except as modified herein.

(B) All bargaining unit members (including Senior Officer and First Sergeant) shall be included in the Department's random drug test program.

(C) Randomization Procedure. On a quarterly basis, the Union's designee during normal work hours may be present at the creation of the randomized list to observe its creation and to certify that the list is produced in a random manner. The Union's designee shall not see the full list of names.

(D) At the conclusion of each quarter, any employee who was randomly drug tested in the prior quarter may request to view the MDTA's random drug testing selection list to verify that the list includes their name. They will not have access to view any other names on the list other than their own. A request to view their name on the list shall be made in writing to the Chief of Police's designee within 14 calendar days of the close of the quarter.

ARTICLE XII --PROMOTIONS AND TRANSFERS

Section 1. Promotions

(A) The Employer shall maintain the current MDTA Promotional Process procedures, except as provided in this section:

(B) Eligibility list duration

(1) Promotional eligibility lists for the ranks of Corporal and Sergeant will remain active for a period of at least one year and may not be reduced or modified after publication.

(2) Promotional eligibility lists for the ranks of First Sergeant and Lieutenant will remain active for a period of at least two years. These lists may not be reduced or modified after publication.

(3) In unusual circumstances, the Chief of Police reserves the right to extend, reduce or modify any of the promotion eligibility list based on business/operational needs. In these cases, the FOP will be advised of the business/operational needs necessitating the change.

(C) Promotional testing

(1) The Chief of Police reserves the right to conduct promotional testing more frequently based on business/operational needs and only if the current eligibility has been exhausted. In these cases, the FOP will be advised of the business/operational needs necessitating the change.

(2) Structured Resumes for promotion testing to the ranks of Corporal and Sergeant shall not be administered.

(3) The final promotional score for the ranks of Corporal and Sergeant will be computed as follows:

i. 60% for Written Test; and
ii. 40% for Oral Interview

iii. an overall minimum score of 65%.

(D) Eligibility for promotion

(1) To be eligible for participation in the promotional process for the rank of Corporal, employees must have completed at least 12 months in rank as an Officer II at the time of the written test.

(2) To be eligible for participation in the promotional process for the rank of Sergeant, employees must have completed at least 12 months in rank as a Corporal at the time of the written test.

(3) To be eligible for participation in the promotional process for the rank of 1st Sergeant, employees must have completed at least 6 months in their current rank at the close of the filing date. However, personnel will not be eligible for promotion until they have completed 12 months in their current rank.

(4) To be eligible for participation in the promotional process for the rank of Lieutenant, there is no time in grade requirement for 1st Sergeants to participate in the testing process. However, personnel will not be eligible for promotion until they have successfully completed their 6-month probationary period in their current rank.

(5) For the ranks of 1st Sergeant and Lieutenant, employees must have a maximum passing score of 65%.

(6) Time of any acting compensation for any rank does not count towards the minimum requirements for eligibility to participate in the promotional process.

(E) Promotional Preference

During the term of this agreement, the Labor Management Committee shall discuss policies and procedures that could, if agreed to, permit employees to list their preferred assignment(s) on promotions and could, if agreed to, incorporate their preference in the selection process. Any agreement reached by the committee shall be documented in a side letter and appended to this agreement. The parties agree to work in good faith towards an agreement during the term of this MOU.

Section 2. Transfers.

(A) Voluntary Transfers: All Bargaining Unit Members shall follow the current procedure set forth in MDTA Police Directives Chapter 15 Section 3. Any bargaining unit member that voluntarily requests to be transferred shall receive their paperwork back indicating the status of request and if applicable the order they are ranked on the transfer request list within 5 business days that it is received in the Support Services Division.

(B) Involuntary Transfers: The Employer may transfer/reassign any employee, either temporarily or permanently, when it is deemed necessary and in the best interest of the MDTA Police and/or the employee. The employee may, within seven (7) calendar days of the involuntary transfer/reassignment, request a meeting, in writing, with the appropriate Division Commander to discuss any concerns. Upon receiving the written request, the Division Commander shall schedule a meeting with the employee within seven (7) calendar days. The Division Commander shall consider the employee's concerns and make a final decision regarding the transfer/reassignment.

(C) Any bargaining unit employee shall be permitted to submit and be placed on the transfer list at their request with the exception of positions of Assistant Commander or Commander as well as re-assignments to specialized units/areas which involve a selection process.

Section 3. Swim Test

(A) All candidates applying to be part of the Marine Unit will have to complete a swim test to be considered for the Unit.

(B) At the conclusion of the oral board interview, candidates will be instructed to report to the pool area. Candidates will then change into their Class D Long Sleeve (Black Utility) uniform along with old laced up shoes, boots, or sneakers prior to testing. No duty belts, ballistic vests, flip-flops or water shoes will be worn during the swim test.

(C) The swim test will consist of the following non-timed segments:

1. When instructed to commence the test, candidates will enter the pool fully clothed as described above; candidates will then jump into the pool and swim a distance of twenty-five (25) meters, performing any swimming style from a dead stop without aid (no pushing off).
2. When instructed to commence the test, candidates will enter the pool fully clothed as described above; candidates will then jump into the pool and demonstrate their ability to extricate oneself up and out of the water utilizing the pool's edge.
3. When instructed to commence the test, candidates will enter the pool fully clothed as described above; candidates will then jump into the pool below the surface. Once candidates resurface, the evaluator will then toss a personal flotation device (PFD) to the candidate. The candidate must be able to tread water or use whatever method to stay afloat until successfully donning the PFD without assistance. After donning the PFD, candidates must then make their way to the pool's edge and extricate themselves out of the water.

(D) Candidates must successfully pass each, non-timed segment of the swim test to be considered a newly eligible-selectable candidate.

Section 4. Specialized Units / Functions

(A) In the event there is a vacancy in a Specialized Unit or Specialized Function, all personnel who are eligible to fill the vacancy will be given an opportunity to apply. The vacancy will be listed internally as an Interest File on a memorandum for all personnel who meet the eligibility qualifications outlined in the memorandum.

(B) For a vacancy for a Commander of a Specialized Unit or Specialized Function, if the vacant Commander position holds the rank of 1st Sergeant or below, the vacancy will be listed internally as an Interest File on a memorandum for all personnel who meet the eligibility qualifications outlined in the memorandum. Should no personnel meet the qualifications or successfully pass all requirements outlined in the memorandum, or in the event no one submits for the vacancy, the Chief of Police or their designee may select an individual for that vacancy.

(C) For a vacancy for a Commander of a Specialized Unit or Specialized Function, if the

vacant Commander position holds the rank of Lieutenant or higher, the Chief of Police or their designee will select the individual for that vacancy.

(D) The Commercial Vehicle Safety Unit selection process shall be in accordance with established directives for specialized units.

(E) Specialized Units and Functions are as outlined in Chapter 30 of the MDTA Police Directives Manual.

ARTICLE XIII -- UNIFORMS AND EQUIPMENT

1. Except as otherwise provided herein, the Employer shall continue the existing policies and procedures applicable to uniforms and equipment.

2. Any proposed changes to the uniform shall be submitted via the chain of command to the Senior Command Staff for review and recommendation. A committee may be formed by Senior Command Staff to research and compile more information on the requests. In the event a committee is formed, FOP 34 shall have at least one (1) representative on the committee. The committee shall provide meeting notes/minutes from the meeting within five (5) business days of each meeting to the FOP 34 representative. The Chief of Police will make all final decisions on requests and recommendations.

3. The Employer agrees to provide an initial supply of uniforms and equipment at no cost to the Employee. A copy of the current standard issue supply of uniforms and equipment is attached to this agreement as Appendix A. In the event changes to the uniform and equipment are made consistent with this agreement, the Employer shall provide the FOP with an updated Appendix A.

4. The agency agrees that if a member of the bargaining unit submits a request for a sweater or an additional duty belt that the request shall be honored and as soon as possible.

5. Uniform and equipment replacements will be handled consistent with the current Police Directives.

6. Mock Turtlenecks may be worn consistent with MDTAP Directives.

7. Entry level Recruits will receive uniforms necessary for participation in the police academy during the first two (2) weeks on the Academy.

8. Employer will ensure that entry level bargaining unit members receive all of the above listed required uniforms and equipment upon graduation from the Academy, and prior to reporting to their first duty assignment.

9. All replacement uniforms and equipment shall be processed and forwarded to the requesting officer without undue delay.

10. Sworn members who retire in good standing from the MDTA Police will be issued a Retired Police Identification Card (ID) at their current sworn rank.

(a) "Good Standing" at the time of retirement means that the officer was not under investigation, or subject to disciplinary actions for a violation of any felony criminal laws or the MDTA Police Code of Conduct with a penalty classified as a Category "D" or "E".

(b) Any pending administrative cases that have a possible penalty classified as a Category "D" or "E" must be adjudicated or resolved prior to determination of "Good Standing" and consideration for issuance of retirement credentials, retirement badge, shadow box badge, and related insignia or items.

(c) If an officer retires before the completion of a pending administrative investigation with a possible penalty classified as a Category "D" or "E", the investigation will continue. If the officer does not cooperate with the investigation, the findings will be made based on all of the facts and evidence available.

(d) Officers separated from employment with a completed TSHRS DTS-8 form will not be classified as retiring in "Good Standing" and will not be eligible for retirement credentials, retirement badge, shadow box badge, nor the related insignia or items.

(e) Officers separated from employment not in good standing as classified by MPCTC will not be eligible for retirement credentials, retirement badge, shadow box badge, nor the related insignia or items.

(f) If an officer retires before the completion of a pending administrative investigation with a possible penalty classified as a Category "D" or "E", the investigation will continue. If the findings are sustained and the recommended action by the Penalty Review Committee or Chief of Police is termination, the officer will not be classified as retiring in "Good Standing" and will not be eligible for retirement credentials, retirement badge, shadow box badge, nor the related insignia or items. If a pending sustained administrative case is adjudicated by a hearing board as non-sustained or not guilty, the officer may then be classified as retiring in "Good Standing."

ARTICLE XIV – SAFETY

Section 1. General Duty

The Employer will provide, to the extent possible, safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the Federal Occupational Safety and Health Act (OSHA) and all applicable federal, state, and local laws and regulations, and departmental safety rules and regulations. All employees shall comply with all safety rules and regulations established by the Employer.

Section 2. Unsafe Condition

Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Where an unsafe condition is alleged to exist by FOP 34 on behalf of

affected employees, or the matter referred by the employee to the supervisor is not resolved to the satisfaction of the employee, the matter will be submitted to the next LMC for discussion. Matters raised herein are not subject to the dispute resolution procedures.

ARTICLE XV – INSURANCE AND BENEFITS

Section 1. Medical Plans

The Employer will maintain the current health (including vision) and dental insurance programs and practices. The Employer shall contribute 80% of the premium charge for PPO plans, 83% of premium for the POS plan, 85% of premium for the HMO plan, 80% for the prescription drug plan, and 50% for the dental plan.

Section 2. Term Life Insurance

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

Section 3. Health Insurance Portability and Accountability Act of 1996

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

Section 4. E-ZPass Program

The Employer agrees to maintain the current E-ZPass program for active employees covered under this MOU.

Section 5. Wellness Program

(A) There shall be no discipline or sanctions connected with a wellness/fitness program.

(B) A wellness/fitness program shall not be included as part of mandatory MPCTC annual in-service training except as otherwise required by State law.

(C) Attendance in the wellness/fitness program shall be voluntary for all bargaining unit members except as otherwise required by State law. Bargaining unit members shall be included in any wellness activities associated with the State's benefits plans that result in PCP co-pay waivers or other discounts.

Section 6. Student Loan Repayment Plan (SLRP) (Closed Program – No New Enrollees Permitted)

(A) The parties have agreed to the following broad framework for a

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

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

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

SLRP Repayment Schedule:
After year one: up to $2,000
After year three: up to $2,000
After year five: up to $4,000
After year seven: up to $6,000
After year ten: up to $6,000

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

(G) In the event that an employee leaves State service or becomes ineligible to continue participation in the SLRP, the State will not recapture prior SLRP payments made to the employee. The State will make SLRP payments only upon full completion of a repayment interval, there will be no prorated payments for partial completion of a repayment interval.

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

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

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

ARTICLE XVI -- PENSION

To the extent permitted by law, the State will maintain in effect the current provisions of the Law Enforcement Officers' Pension System (LEOPS).

ARTICLE XVII – DISPUTE RESOLUTION PROCEDURE

Section 1.

(A) Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms of this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of this MOU.

(B) Issues otherwise appealable through the existing disciplinary appeals/complaint procedures established by law or regulation are not subject to this procedure.

(C) Employees having the same complaint with their Employer may file a single complaint. Employees who wish to consolidate their complaint must include an attachment which includes the signature, signature date, printed name, and full address of each employee who wishes to file that complaint. The signature sheets must notify the employees that by signing it, each employee is bound by the issues and requested remedy as stated in the complaint and that each employee agrees to be represented by the person listed as the representative on the complaint.

(D) Complaints under this procedure must be initiated within thirty (30) calendar days of the event giving rise to the complaint or within thirty (30) calendar days following the time when the employee should reasonably have known of its occurrence.

(E) All complaints will be sent directly to the Commander of the Support Services Division or designee, who will review the complaint for applicability and issue the complaint a number. The Commander of the Support Services Division or designee will, within seven (7) calendar days, determine whether or not the issue is covered under this procedure. If the complaint is determined to be covered by this Article, the complaint will be assigned to the appropriate Commander for handling.

Section 2. Procedure

Step One

The employee aggrieved and the Union representative shall discuss the complaint with the employee's Detachment Commander or designee. The Commander shall attempt to adjust the matter and respond orally to the employee and the Union representative within five (5) calendar days.

Step Two

If the dispute has not been settled at Step One, a written complaint may be filed and presented to the employee's Division Commander or designee within seven (7) calendar days after receiving the Step One response. The Division Commander shall meet with the employee and the employee's Union representative and render a decision in writing no later than twenty (20) calendar days after receiving the complaint.

Step Three

If the dispute has not been settled at Step Two, a written complaint may be filed and presented to the Chief of Police or designee within seven (7) calendar days after receiving the Step Two response. The Chief of Police or designated representative shall meet with the employee and the Union representative and render a written decision within twenty (20) calendar days after receiving the written appeal.

Step Four

If the dispute has not been settled at Step Three, the President of FOP 34 or designee may file a written complaint with the Secretary of Transportation or designee within seven (7) calendar days after receiving the Step Three response. The Secretary of Transportation or designated representative shall meet with the employee and the Union representative and render a written decision within twenty (20) calendar days after receiving the written appeal. The Secretary, or designee, and/or the Union can appeal to fact-finding the decision of the Secretary or designee, within thirty (30) days of the Secretary’s or designee’s decision.

Step Five

When fact-finding is invoked, the Union, acting through its President or their designee, and the Employer shall jointly request a list of seven (7) neutral fact finders from the Federal Mediation and Conciliation Service (FMCS). The parties will meet within fifteen (15) days of receipt of the FMCS list to seek agreement on one of the listed fact finders. This meeting may take place on the telephone. If the parties cannot agree on a fact finder, the Employer and the Union will alternately strike one name from the list until a single name remains. A flip of the coin shall determine who shall strike first.
The fact finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to proceeding with the substantive issues involved in the case. The cost of the factfinder shall be shared equally by the parties.

Appeal of Fact Finder's Decision

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

Section 3. General Provisions

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

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

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

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

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

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

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

ARTICLE XVIII -- INTERNAL INVESTIGATIONS

Section 1. Applicable Law.

(A) The Employer will adhere to the Maryland Law Enforcement Officer's Bill of Rights for investigations involving employees covered by this Memorandum of Understanding that relate to any alleged incident that occurred on or before June 30, 2022, including any portions of the Memorandum of Understanding between the Maryland Transportation Authority and the Maryland Transportation Authority Police Lodge #34, Fraternal Order of Police, Inc. in effect from July 1, 2022 through June 30, 2025. A copy of those provisions is appended to this MOU as Appendix B.

(B) Any investigation that relates to an alleged incident that occurred on or after July 1, 2022, shall be governed by Police Accountability and Discipline Act, Sections 3-101 through 3-114 of the Annotated Code of Maryland, Public Safety Article.

Section 2. Notification & Interrogation

(A) The Employer shall notify employees who are the subject of an investigatory report by Internal Affairs within ten (10) days of final approval when a finding is not sustained or unfounded.

(B) The Employer will serve administrative charges on employees for sustained findings after final approval and as soon as practical.

(C) The Employer shall provide an Employee subject to a compelled interrogation with a copy of any reports written by the Employee and the opportunity to review the Employee's body-worn camera and/or dash-camera footage, if applicable, prior to the start of the interrogation.

ARTICLE XIX -- LAYOFF/SEPARATIONS

The Employer agrees that prior to implementing a layoff, or a separation for budgetary reasons; the Employer will consider all of its reasonable alternatives. The Employer also agrees that, when possible, employees will be provided with sixty (60) days of notice of a layoff or a separation for budgetary reasons. Prior to notifying specific employees that they will be subject to a layoff or a separation for budgetary reasons, the Employer will meet with the Union to discuss the relative merits of using a layoff versus separation for budgetary reasons and to develop appropriate arrangements for affected employees, including but not limited to discussions regarding what positions or employees will be affected.

All layoffs shall be in strict conformance with applicable law and regulation. All separations for budgetary reasons shall be in strict conformance with applicable law and regulation.

In the event that the number of sworn personnel is reduced, requiring a layoff, said layoff shall be accomplished in reverse order of agency seniority (i.e., the lowest rank and least seniority first, as defined in Article VII of this MOU). No employee shall be laid off out of seniority order as described above. Employees on layoff shall be recalled in the reverse order of their layoff,

provided that those recalled have the ability to perform the essential functions of the available position.

ARTICLE XX – MISCELLANEOUS

Section 1. MOU

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

Section 2. Changes to Terms and Conditions of Employment Not Covered by this MOU.

(A) The Employer and the union acknowledge their mutual obligation to negotiate as defined and required by law over Employer proposed changes in wages, hours and other terms and conditions of employment not specifically covered by this MOU where those proposed changes affect bargaining unit employees. The union's ability to negotiate does not provide the union with a "veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes. The Employer agrees not to propose changes in wages, hours, or any other terms or conditions of employment that conflict or are inconsistent with this MOU, subject to the Maryland Transportation Authority's Trust Agreement. The Employer also agrees not to propose changes in working conditions that are mandatory subjects of bargaining that have not been subject to the bargaining process described in this Article.

(B) If during the term of this MOU, the Employer seeks to modify any mandatory subject of bargaining affecting bargaining unit members, the Employer shall provide a minimum of thirty (30) days' advance notice to FOP 34. The union may request bargaining within this thirty (30) day period, and shall submit proposals in response to the Employer's intent to change mandatory subjects of bargaining within ten (10) days of its request to bargain. The thirty (30) day notice requirement does not apply if the Employer's proposal is required by a legislative mandate or an emergency situation, in which case management will notify the union as soon as possible.

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

ARTICLE XXI – WORK STOPPAGES

It shall be a violation of this MOU for FOP 34 to engage in a strike or work stoppage against the State of Maryland. FOP 34 shall forfeit its status as the exclusive representative of employees in this bargaining unit if FOP 34 engages in a strike or work stoppage against the State of Maryland.

ARTICLE XXII – PERSONNEL FILE

Section 1. Official Personnel File

Only one official personnel file shall be kept for each employee at the appropriate personnel office. The Employer may also maintain employee files in the Internal Affairs Unit. Records of previous discipline not found in the Internal Affairs Unit and the official personnel file cannot be used against an employee in any future disciplinary proceedings. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

Section 2. Access

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

Section 3. Notification

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

Section 4. Anonymous Materials

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

Section 5. Rebuttal

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

Section 6. Auxiliary Files

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

Section 7. Storage/Expungement of Files

All paper/electronic files shall be stored in accordance with the Maryland Public Information Act, as amended. The Department shall provide each member, in writing, notice of a request to inspect a member's internal investigatory or disciplinary record as required by law.

Section 8. Information Releases Pertaining to Sworn Employees

The MDTA and the FOP acknowledge that there are times when the MDTA is requested to release information or records to the media related to a sworn employee. In some of these circumstances, a request for information is made that requires immediate response and at other times, a request for records is made. All responses to such inquiries will be made in accordance with the Maryland Public Information Act (MPIA), as amended from time to time.

To balance the safety and privacy interests of sworn employees and the interests in prompt release of accurate information by the MDTA to the public through the media, MDTA agrees to make a reasonable attempt to notify a sworn employee of a release of information immediately following an incident involving police action. The MDTA will make all reasonable efforts to notify the employee through emergency contact information provided by the employee, which the employee has the duty to update as needed. If no direct contact can be made with the employee, the MDTA shall make reasonable efforts to notify the FOP of the proposed release.

This section shall in no way diminish or infringe any rights, responsibilities, power or duties under federal law, the Constitution of the State of Maryland, Annotated Code of Maryland (including, specifically, the MPIA), Executive Order, or Regulation (collectively the "Law"). In the event of a conflict between this section and the Law, the Law shall prevail and apply. Nothing in this section shall be subject to a grievance.

ARTICLE XXIII– SECONDARY EMPLOYMENT

The agency will maintain a secondary employment policy with the following provisions:

(1) The agency will allow the use of safety equipment (specifically side arm, body armor, and radio) during authorized uniformed and non-uniformed secondary employment including security related secondary employment;

(2) Secondary employment requests shall be either approved or denied within ten (10) days of receipt.

(3) Employer must show good cause, in writing, for disapproval of secondary employment requests.

(4) The Employer will not require secondary employers for security related employment to maintain a comprehensive general liability insurance policy.

ARTICLE XXIV –ASSIGNED PATROL VEHICLE/OFF-DUTY USE

Section 1.

The Employer will maintain an Assigned Patrol Vehicle Program ("the Program") as described in this Article. The purpose of this Program shall be to provide agency patrol vehicles to bargaining unit members for commuting and off-duty use.

Section 2.

(A) The Employer shall provide each bargaining unit member an assigned agency patrol vehicle that is appropriate for the employee's duty assignment, commuting purposes, and off-duty use, inclusive of an unassigned pool vehicle fleet to ensure additional vehicles are available as needed for unforeseen circumstances.

(B) Newly graduated police officers shall be assigned an agency patrol vehicle immediately upon graduation, with any delay due to logistical issues limited to a reasonable period not exceeding ten (10) calendar days, for use during field training. While in field training, newly graduated police officers shall not have off-duty use or commuting privileges which shall not be permitted until they successfully complete field training.

(C) The Employer may implement reasonable policies and procedures associated with the Program. The parties agree that such policy shall limit an employee's off-duty use to no more than 25 air-miles from the employee's home or work location.

(D) Nothing herein shall limit the Employer's right to restrict or eliminate off-duty or commuting vehicle use for specific employees due to disciplinary or performance reasons.

ARTICLE XXV– SAVINGS CLAUSE

Should any part of this MOU be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and FOP 34 shall meet promptly and negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE XXVI – DURATION

Except as otherwise provided herein, this Memorandum of Understanding (MOU) shall become effective on July 1, 2026, and remain in effect through June 30, 2027. In the event that there is a change in law affecting the legally permissible scope of bargaining, either party may reopen this MOU to negotiate the newly negotiable matters. The parties agree to meet at mutually agreeable dates and times to begin the process of negotiating a successor to this MOU by September 1, 2026.

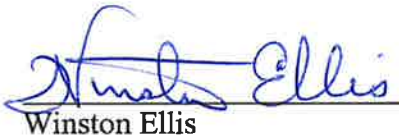
For the State of Maryland:



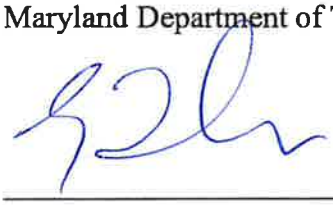
Wes Moore
Governor



Kathryn Thomson
Acting Secretary
Maryland Department of Transportation

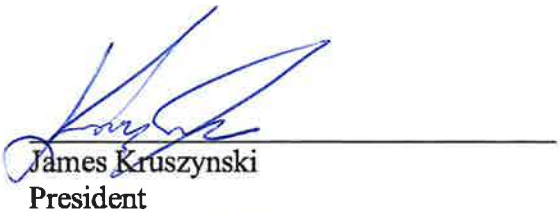


Winston Ellis
Lead Negotiator
Maryland Department of Transportation, TSO



Eduardo Canales
Chief Human Resources Officer
Maryland Department of Transportation, TSO

Fraternal Order of Police, Lodge #34:



James Kruszynski
President



James Myers
1st Vice President



Jeff Goetz
Treasurer

APPENDIX A

NEW ACADEMY RECRUIT ISSUED UNIFORMS/EQUIPMENT

Class A Blouse	1	Duty Belt w/buckle	1	Hat Shield	2	ASP Scabbard	1	Radio Battery	2	Duty Holster	1
Long Sleeve Shirt- Gray	3	Leather Keepers	4	Uniform Badge	2	OC Spray	1	Reflective Safety Vest	1	Off - Duty Holster	1
Short Sleeve Shirt- Gray	3	STX Keepers	4	Raincoat	1	Leather OC Spray holder	1	Campaign Hat Cover	1	Body Armor w/2 under-the-shirt carriers	1
Trousers – Gray	3	Maryland Collar Insignia	3 pr	Outer Carrier Jacket	1	STX OC Spray Holder	1	Handcuff Key	2	Molle Outer Carrier	1
Long Sleeve Shirt - Black	5	Felt Campaign Hat	1	Leather Magazine case	1	Watch Cap	1	Necktie	1	Taco Pouch-Taser	1
Short Sleeve Shirt - Black	5	Straw Campaign Hat	1	STX Magazine Case	1	Flashlight w/charger	1	Riot Helmet	1	Taco Pouch-Double Magazine Holder	1
Trousers – Black	5	Baseball Cap	1	Leather Cuff Case	1	Leather Flashlight Holder	1	Sam Browne Belt	1	Taco Pouch-Double Cuff Holder	1
Patrol Jacket	1	Hat Strap	2	STX Cuff Case	1	STX Flashlight Holder	1	Range Safety Glasses	1	Taco Pouch – OC Spray holder (OC& Flashlight)	2
Trouser Belt w/buckle	1	Hat Band	2	Handcuffs*	1	Radio	1	Range Ear Protection	1	Taco Pouch – Radio Holder	1
STX Buckless Belt	1	Magazines	3	ASP Baton	1	Radio Holder	1	Brass Nameplate	3	Tourniquet w/Case	1

APPENDIX B
TRIAL BOARD PROCEDURES FOR LEOBR CASES BEFORE JULY 1, 2022

For disciplinary cases for allegations of misconduct that occurred before July 1, 2022, an Employee who has not been offered summary punishment may elect the following alternate method of forming a hearing board:

1. The Chief of Police shall appoint a three (3) member trial board, selected from law enforcement officers.

2. The trial board shall consist of a Chairperson, at the rank of Captain or Major, and one member of equal rank to the charged employee. The third member of the trial board shall be a sworn officer at the rank of Captain, Lieutenant, First Sergeant or Sergeant.

3. The charged employee shall be entitled to strike one (1) member of the trial board, excluding the Chairperson. A strike must be executed within five (5) working days (excluding Saturday and Sunday) of the charged employee being advised of the trial board's appointment. The Employer shall appoint a replacement trial board member.

4. In addition, the charged employee shall be entitled to challenge one (1) Chairperson and one (1) member of the trial board. A challenge must be executed within five (5) working days (excluding Saturday and Sunday) of the charged employee being advised of the board's appointment. The challenge must state the reason for the request to replace the Chairperson and/or trial board member. In such event the Chief of Police concurs with the challenge, the Employer shall appoint a replacement Chairperson and/or trial board member.

5. Trial Boards shall be scheduled no sooner than forty-five (45) days from the date the charged employee receives the investigatory file and the charges, unless otherwise mutually agreed upon by the MDTA Police and the charged employee.

6. Officers shall not sit as members of Trial Boards while in an entry level probationary status.

7. Illegally obtained evidence shall not be used against an Employee in any investigation or against an Employee in a Trial Board.

APPENDIX C
MDTA/MTA POLICE SALARY SCHEDULE

MDTA/MTA Police Salary Schedule Effective July 1, 2026																							
	Class Title											Midpoint						3rd Quartile					
		GRADE	BASE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Candidate	MDTA POLICE OFFICER RECRUIT	0150	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254	$65,254
OFC I	MDTA POLICE OFFICER I	0151	$68,517	$71,258	$74,108	$77,072	$80,155	$83,359	$86,693	$89,298	$91,975	$94,731	$97,577	$99,526	$101,518	$103,546	$105,616	$107,728	$109,883	$112,083	$117,687	$120,041	$122,442
OFC II	MDTA POLICE OFFICER II	0152	$72,634	$75,541	$78,562	$81,701	$84,972	$88,370	$91,905	$94,661	$97,500	$100,426	$103,439	$105,508	$107,618	$109,769	$111,964	$114,204	$116,488	$118,817	$124,758	$127,253	$129,798
SR OFC	MDTA POLICE SENIOR OFFICER	0153	$76,999	$80,080	$83,283	$86,611	$90,076	$93,681	$97,428	$100,350	$103,357	$106,463	$109,654	$111,847	$114,082	$116,368	$118,691	$121,069	$123,489	$125,958	$132,256	$134,901	$137,599
CPL	MDTA POLICE CORPORAL	0154	$81,629	$84,892	$88,289	$91,819	$95,491	$99,311	$103,285	$106,381	$109,571	$112,862	$116,243	$118,569	$120,940	$123,361	$125,828	$128,342	$130,909	$133,528	$140,204	$143,008	$145,868
SGT	MDTA POLICE SERGEANT & MTA POLICE SERGEANT	0155	$86,532	$89,993	$93,593	$97,337	$101,230	$105,280	$109,492	$112,774	$116,155	$119,641	$123,233	$125,694	$128,209	$130,771	$133,389	$136,054	$138,774	$141,552	$148,630	$151,603	$154,635
FSGT	MDTA POLICE FIRST SERGEANT	0156	$91,733	$95,402	$99,216	$103,187	$107,313	$111,605	$116,071	$119,551	$123,137	$126,829	$130,636	$133,248	$135,909	$138,631	$141,403	$144,233	$147,116	$150,059	$157,562	$160,713	$163,927