



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**MARYLAND TRANSPORTATION AUTHORITY**

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## **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 Pension 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 Agreement 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 Union 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 9, 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 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 his/her 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 Detachments) may have one (1) steward. CVSU may have two (2) stewards.
- Airport & Seaport Division: BWI/TM Detachment may have two (2) and the Port Detachment may have one (1) steward.
- Special Operations Division: Three (3) stewards.
- Logistics Division, Support Services Division and Headquarters' Units 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:

- On July 1, 2015, each member will have one (1) hour deducted from their annual leave;
- Beginning on January 1, 2016, each member will have four (4) hours deducted from their annual leave each calendar year in January.

Unused time in the Release Time Account shall roll over from year to year.

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 LMC meetings; union sponsored labor relations training, and any other FOP business deemed necessary by the President, provided such representative provides reasonable notice to his/her 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.

**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 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 serious incident notification system. Additionally, anytime a sworn member is transported to a hospital while on duty, the FOP President shall be contacted via phone call.

## **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 and or service fees.

## **Section 15. Service Fee**

### **(A) Implementation of Service Fee**

All employees who are covered by this MOU but who are not members of FOP 34 shall pay to FOP 34 their fair share of the cost of services rendered by FOP 34 that are chargeable as a

service fee. Employees in the unit who choose not to become members of FOP 34 within thirty (30) calendar days of employment or thirty (30) calendar days of the signing of this MOU shall be required to pay the service fee. The determination of the fee, collection, escrow, disputes, and other procedures relating to the service fee shall comply with all legal requirements and be governed by the terms and conditions described in Appendix A-1 of this MOU. The service fee shall not exceed the amount of dues uniformly required of Union members.

(B) Amount and purpose of Service Fee

On or before July 1 of each fiscal year, FOP 34 will determine, its calculation of the service fee based on a percentage of its regular expenses; said percentage to represent the cost of all services performed by FOP 34 under Title 3 of the State Personnel and Pensions Article, Annotated Code of Maryland or otherwise lawfully chargeable to employees covered by this MOU who are not members of FOP 34.

(C) Notice to Employees

Before each fiscal year, FOP 34 will send a written notice to each employee in the unit who is required to pay a service fee.

(D) Collection of Fee

The Employer shall automatically withhold from the bi-weekly salary of each employee who is not a member of FOP 34 the service fee as calculated. Such involuntary deduction shall remain in effect until the legal authority for the deduction no longer exists. The Employer is not required to take any action to collect a service fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that pay period.

(E) Conscientious Objectors

An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization is not required to pay a service fee but is required to pay an amount equivalent to the service fee required of employees who are covered by this MOU but who are not members of FOP 34 to any charitable organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code. It shall be the sole obligation of any such employee to furnish to FOP 34 and the Employer written proof that charitable contributions contemplated hereby have actually been made and that said employees are not subject to a service fee involuntary deduction.

(F) Indemnity

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 the purpose of complying with any of the provisions of this section; 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 pursuant to this section. FOP 34 assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Employer to FOP 34. In addition, if an employee who is required to pay a service fee, make a contribution to a charity, and/or provide written proof of a charitable contribution fails to do so, it is solely the responsibility of FOP 34 to take appropriate steps to collect the amount or otherwise enforce the requirement in question.

## **ARTICLE V – LABOR / MANAGEMENT COMMITTEE**

The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor / management relationship. Therefore, the parties shall establish a Labor / Management Committee (LMC), in 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 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.

The LMC will review and submit a proposal to modify MDTA Police sick leave directives, to include MDTA Directive 99-1. This proposal will be completed and submitted to the Chief of Police by July 1, 2016 for consideration.

## **ARTICLE VI – WAGES AND OVERTIME**

### **Section 1. Wages**

2% COLA for FY 17 will be applied on January 1, 2017, and will be applied before any increments are processed.

### **Section 2. Increments**

- a) All eligible employees shall be provided with a step increase during Fiscal Year 2017.
- b) All eligible employees who missed step increases on July 1, 2012 as a result of budgetary reduction shall be provided with a step increase on January 1, 2017.
- c) All eligible employees who missed step increases on July 1, 2011 as a result of a budgetary reduction shall be provided with a step increase on January 1, 2018.
- d) All members will be placed on the January Increment Schedule.

### **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, or Senior Officer, pay grade 153, will receive differential compensation. Those eligible personnel performing these duties 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.

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 is 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 twenty (20) 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. 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**

(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.

(B) Any overtime vacancy shall be offered to the most senior officer at the vacant rank who is on-duty at the detachment or unit when the overtime vacancy becomes available.

(C) Employees who are called to work by a supervisor during non-scheduled work hours, and who are able to work from their residence or off-site, i.e., make phone calls from off-site location to correct or address the problem, etc., and do not have to report to a facility, shall be compensated a minimum of 30 minutes at their overtime rate. Any time beyond 30 minutes, upon request the employee will be compensated for the actual time on the phone at the overtime pay rate. Any additional telephone calls relating to the same matter will not be eligible for an additional 30 minute minimum of overtime pay. If the total time of all the telephone calls exceeds 30 minutes then compensation will be paid for the actual time on the phone.

## **Section 8. Court Overtime**

All officers covered by this Agreement 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 9. Canine Compensation**

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

### **Section 10. 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. Participation in the annual physical fitness assessment will be conducted during on-duty hours. 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 regardless if they met the standards or not. However, only one bonus will be awarded to the employee per calendar year.

The employer will work with the FOP to develop the minimum standards required to be eligible for the fitness bonus. If the employer and the FOP cannot reach an agreement on the minimum standards, the Chief of Police reserves the right to make the final decision on the minimum standards.

### **Section 11. 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 US Department of Education Database of Accredited Postsecondary Institutions and Programs. The transcript must indicate that a degree was awarded. The additional annual compensation will be as follows:

<b>Associate's Degree</b>	\$125
<b>Bachelor's Degree</b>	\$250

<b>Master's Degree</b>	\$375
<b>Doctorate</b>	\$500

Employees who have earned more than one degree may only receive compensation for one degree. This additional compensation will be payable in the first 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)*

### **ARTICLE VII – SENIORITY**

Seniority is determined by Time in Rank. In the event that two or more bargaining unit members have the same Time in Rank, seniority will be based on tenure with the MDTA Police Department. If two or more bargaining unit members have the same Time in Rank and tenure with the MDTA Police Department, seniority will be based on police academy class rankings.

### **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**

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

- A. Less than five (5) years of service - up to ten (10) days per year.
- B. Five (5) to ten (10) years of service - up to fifteen (15) days per year.
- C. Eleven (11) years to twenty (20) years of service - up to twenty (20) days per year.
- D. 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 (TSHRS) 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 his/her 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 his/her 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**

All employees who were affected by the Fiscal Year 2011 State Employees' Furlough and Temporary Salary Reduction Plan will be credited with 40 hours of Administrative Leave on July 1, 2014. Use of Administrative Leave shall require prior supervisory approval. This Administrative Leave may be used at any time prior to the employee's separation from employment with the State.

## **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 his/her 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 his/her 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 prosequere. This section will not apply in cases where: (1) a plea bargain reduces the original felony charge to a misdemeanor; or (2) the employee is terminated via the administrative disciplinary process as a result of the initial felony charge. Reimbursement will not occur prior to the conclusion of the administrative disciplinary process.

### **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 Employer's Second Amended and Restated Trust Agreement with its bond holders.

## **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
- 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, section 8L.

### **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**

Unless otherwise provided under this MOU, which includes any side letter agreements reached between the parties, the Employer shall continue the existing policies and procedures applicable to work schedules.

## **Section 2. Schedule Changes**

(A) A member shall be given a minimum of ten (10) calendar days notice of any change in his/her regular scheduled days off. The Employer reserves the right to give less than ten (10) 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 ten (10) calendar days 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 his/her regular rate of pay for the day forfeited.

## **Section 3. Scheduling of Extra-Duty Overtime**

Extra-duty overtime assignments (e.g., State Highway Administration 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"**

For employees working an eight-hour schedule, "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than fifteen (15) hours apart. For officers working twelve (12) hour schedules, doubling back will occur when the scheduled ending time of one shift and the start time of another shift are less than eleven (11) hours apart. For officers working ten (10) hour schedules, doubling back will occur when the scheduled ending time of one shift and the start time of another shift are less than thirteen (13) hours apart.

When doubling back occurs, an employee shall receive overtime pay for the second shift worked. Customary starting times of shifts may not be modified to avoid paying overtime under this section. This section does not apply: (1) in emergency situations; (2) if the double back occurs as the result of the affected employee requesting a shift change that results in a double back; (3) 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 his/her 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 January 1 and January 31 of the current calendar year. They will be approved or disapproved by February 15 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) days can only be approved by the individual's Division Commander.

Routine leave requests submitted after January 31 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 work days.

### **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.

## **ARTICLE XII --PROMOTIONS AND TRANSFERS**

## **Section 1. Promotions**

(A) The Employer shall maintain the current MDTA Promotional Process procedures, except as follows:

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.

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.

In unusual circumstances, the Chief of Police and Human Resources reserve 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.

The Chief of Police and Human Resources reserve 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.

Structured Resumes for promotion testing to the ranks of Corporal and Sergeant shall not be administered. The final promotional score for the ranks of Corporal and Sergeant will be computed as follows: 50% for Written Test and 50% for Oral Interview.

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.

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.

To be eligible for participation in the promotional process for the rank of 1<sup>st</sup> Sergeant or Lieutenant, employees must have completed at least 6 months in their current rank at the close of the filing date. However, these employees will not be eligible for promotion until they have completed 12 months in their current rank.

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

## **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.

**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 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, which shall include:

Blouse	1	Uniform Badge	1	Handheld Radio	1
Shirts - Long Sleeve Gray	5	Flat Wallet Badge*	1*	Radio Charger	1
Long Sleeve Black	5	Duty Weapon/Safety Locking Device	1	Radio Case	1
Shirts - Short Sleeve Gray	5	Ammunition Rounds	45	Radio Battery	2
Short Sleeve Black	5	Magazines	3	Handcuffs/handcuff key	1
Pants-Gray	5	Duty Belt	1	Handcuff Case	1

Pants-Black	5	Duty Belt Buckle	1	ASP Baton	1
Patrol Jacket	1	Trouser Belt	1	ASP Baton Case	1
Rain Coat/Pants	1	Trouser Belt Buckle	1	OC Stray	1
Hats - Baseball cap	1	Holster	1	OC Spray Case	1
Straw Campaign	1	Belt Keepers	4	Name Plate	2
Felt Campaign	1	Body Armor	1		
Hat Shields	2	Body Armor Carriers	2		

\*The officer has the option to receive 2 uniform badges or 1 uniform badge and 1 flat wallet badge. A maximum of 2 badges will be issued.

4. The department agrees that if a member of the bargaining unit submits a request for a sweater that the request will 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 from the MDTA Police will be issued a Retired Police Identification Card (ID) at their current sworn rank.

11. The employer intends to purchase and issue an Electronic Control Device (ECD) to each Officer and Corporal assigned to Patrol, BWI/Port and Special Operations divisions. The issuance of ECD's is dependent on equipment availability, State procurement procedures and funding. Prior to issuance, each member must successfully complete the required initial and annual training. The Chief of Police reserves the right to remove an ECD from any or all members at anytime.

#### **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. There shall be no change in the State's premium subsidy for health benefits plans in Fiscal Year 2017.

### **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. EZ Pass Program**

The Employer agrees to maintain the current EZPass 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) Any such program shall not be included as part of mandatory MPCTC annual in-service training.
- (c) Attendance in the wellness / fitness program shall be voluntary for all bargaining unit members.

(d) For employees who have completed their wellness activities in calendar year (CY) 2015, the wellness surcharge will be eliminated in CY 2016, and the PCP co-pay waiver will continue in CY 2016. The wellness activities are: register for a wellness account on your medical carrier's website; designate a primary care physician (PCP); complete the online health risk assessment (HRA); print the HRA and physician notification form (PNF); take the HRA and PNF to the employee's PCP; get the PNF signed by the PCP; submit the signed PNF to the medical carrier.

## **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.**

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. Issues otherwise appealable through the existing disciplinary appeals/grievance procedures established by law or regulation are not subject to this procedure. 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 sheet 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. Grievances 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.

All disputes will be sent directly to the Commander of the Support Services Division or designee, who will review the grievance for applicability and issue the grievance a number.

The Commander of the Support Services Division or designee will, within seven (7) calendar days, determine whether or not the issue being grieved is covered under this procedure. If the dispute is considered to be covered by this Article, the grievance will be assigned to the appropriate Commander for handling.

## **Section 2. Procedure**

### **Step One**

The employee aggrieved and/or the Union representative shall discuss the dispute with the employee's Detachment Commander or designee. The Commander shall attempt to adjust the matter and respond orally to the employee and/or 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 his/her 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 fact-finder shall be shared equally by the parties.

## **Appeal of Fact Finder's Decision**

If the Employer or the Union disagrees with the fact-finder's decision, an appeal may be filed with the State Labor Relations Board within 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, his/her 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**

(A) When possible, no departmental investigation or hearing, except a suspension hearing, shall be held on any disciplinary charges that relate to conduct which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of at the trial court.

(B) 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.

(C) The employer will serve administrative charges on employees for sustained findings after final approval and as soon as practical

#### **ARTICLE XIX -- TRIAL BOARDS**

In accordance with the Public Safety Volume, Section 3-107, 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 board, selected from law enforcement officers.
2. The 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 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 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 board's appointment. The Employer shall appoint a replacement board member.
4. In addition, the charged employee shall be entitled to challenge one (1) Chairperson and one (1) member of the 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 board member. In such event the Chief of Police concurs with the challenge, the Employer shall appoint a replacement Chairperson and/or 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 mutually agreed upon by the Police Department 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.

## **ARTICLE XX – 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 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.

## **ARTICLE XXI – 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 Agreement.**

(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 agreement, 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 XXII – 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 XXIII – 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 his / her personnel files upon request, during normal business hours, with no loss of pay. An employee has the right to copy any documents in his / her file. The employee may be required to assume reasonable costs of copying.

### **Section 3. Notification**

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

### **Section 4. Anonymous Materials**

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

### **Section 5. Rebuttal**



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

#### **Section 6. 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/expunged in accordance with the Maryland Law Enforcement Officer's Bill Of Rights ("LEOBR"). All investigative files eligible for expungement under LEOBR will be automatically expunged by the agency. All expunged files will be destroyed. All case ledgers will be maintained forever.

In the event a departmental collision or non-collision departmental is found to be non- preventable, all records of the collision shall be immediately expunged from the member's police files.

The department shall provide, in writing, confirmation of the case(s) that were expunged to the affected bargaining unit member(s) within sixty (60) days of being expunged. The list shall only include the incident date, time, complaint control number, internal affairs number and date it was expunged.

#### **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 XXIV– SECONDARY EMPLOYMENT**

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

(i) 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;

(ii) Secondary employment requests shall be acted upon within 10 days where practicable and shall not be unreasonably denied.

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

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

#### **ARTICLE XXV –ASSIGNED PATROL VEHICLE / OFF-DUTY USE**

The Maryland Transportation Authority (MDTA) Police **will maintain** the Assigned Patrol Vehicle list as indicated below.

The MDTA Police have identified specific positions throughout the agency that are provided assigned vehicles for rapid deployment of mission critical resources and equipment. The following positions held by members of the collective bargaining unit will be provided an assigned vehicle:

First Sergeants  
Assistant Detachment/Unit Commanders  
Canine Unit  
Collision Reconstruction Unit  
Detective Unit  
Internal Affairs Unit  
Public Information Officer  
Homeland Enforcement and Traffic Unit  
Motor Unit  
Special Response Team

Emergency Operation Services

Marine Unit

Crisis Negotiation Team

Quartermaster Commander

\*Detachment/Unit Officer of the Month\* Agency Officer of the Year

\*\*Detachment Officer of the Year

\*For the purposes of this Article, selection of the Detachment/Unit Officer of the month is determined by the respective Commander with the concurrence of the Division Commander.

\*\*For the purposes of this Article, selection of Agency and Detachment Officers of the year is determined as follows: Nominated by their Commander with the concurrence of the respective Division Commander; reviewed and recommended by the Awards Committee; and approved by the Chief of Police or designee. Officers shall relinquish the assigned patrol vehicle upon the selection of the new Agency and Detachment Officers of the year.

The Chief of Police reserves the right to suspend and/or modify the assignment or use of vehicles in the best interest of the Department. This includes but is not limited to operational needs, fiscal reasons, disciplinary actions or performance issues.

#### **ARTICLE XXVI– 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 XXVII – DURATION**

Except as otherwise provided herein, this Memorandum of Understanding (MOU) shall become effective on July 1, 2016 and remain in effect through June 30, 2019. 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. Additionally, in the event that the State grants within grade increases and/or a COLA to non-bargaining unit members, the parties agree to reopen negotiations for the limited purpose of discussing the application of an equivalent within grade increase and/or COLA to members of the bargaining unit.

Either party may provide written notification to the other by October 1, 2016 of its desire to negotiate a modification or amendment to this MOU. Any such negotiations concerning modification or amendment shall be concluded by December 31, 2016.

For the State of Maryland:

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Larry Hogan  
Governor

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Pete K. Rahn  
Secretary  
Maryland Department of Transportation

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Cynthia Kollner  
2<sup>nd</sup> Vice President  
Office of Personnel Services and Benefits  
Department of Budget and Management

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Judith M. Slater  
Director  
Office of Human Resources  
Maryland Department of Transportation

Fraternal Order of Police, Lodge #34:

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James Kruszynski  
President

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Duane Urban, Jr.  
1<sup>st</sup> Vice President

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Ernie Fischer, Jr. Executive Director