



University of Maryland College Park

and

**F.O.P. Lodge 23
Sworn Police Officer Unit**

2022 Memorandum of Understanding

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**University of Maryland College Park
And
F.O.P. Lodge 23
Sworn Police Officer Unit
2022 Memorandum of Understanding**

Preamble

This Memorandum of Understanding is entered into by the University of Maryland, College Park ("University") and the Fraternal Order of Police, Lodge 23 ("FOP") and has as its purpose the promotion of harmonious relations between the Employer and the FOP; and includes the agreement of the parties on wages, hours and terms and conditions of employment for the employees covered hereunder.

Article 1 - Recognition Clause

Exclusive Bargaining Agent

The University recognizes the Fraternal Order of Police, Lodge 23 as the exclusive representative for all regular full-time and part-time officers in the sworn police officer bargaining unit, not including individuals excluded from the bargaining unit under the State Higher Education Labor Relations Act, Section 3-102, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland.

Article 2 - Organizational Security

Section 2.1 - FOP Leave

Officers shall receive a cumulative total of 500 hours of paid release time per contract year to conduct Union business including, but not limited to, the investigating and processing of grievances, meetings with management, off-campus FOP business, and collective bargaining negotiations. Officers are required to seek and obtain supervisory approval prior to using paid release time to conduct Union business. Approval shall be based on staffing and business needs and shall not be unreasonably withheld. Officers utilizing FOP leave time are responsible for properly recording time spent for these purposes in order to receive paid release time. Unused release time shall be carried over from year to

year. However, upon the expiration date of this MOU, unused release time shall expire with no residual value.

Section 2.2 - FOP Bulletin Board

FOP Bulletin Board. The University shall provide space for a Union- provided lockable bulletin board of a style and size approved by the University for the exclusive use of the Union. Union-related information may be posted only on this bulletin board. The Union shall not post or permit to be posted any item which is inflammatory or unlawful. Postings must be dated and approved by the local Union officer.

Section 2.3 - Communication

The FOP may communicate with members of the bargaining unit regarding union business via electronic mail and/or University telephone provided that such communication shall not interfere with the conduct of Departmental communications and is not inflammatory or unlawful.

Section 2.4 - Quarterly Union Meetings

On-duty personnel shall be allowed to attend the regular quarterly Union Meeting without loss of pay as staffing allows with prior supervisory approval.

Section 2.5 - FOP Dues

The University agrees to deduct monthly dues and initiation fees, if applicable, from the wages of eligible officers who have signed a proper authorization for such deduction. The authorization method as well as the amount to be deducted is a matter decided between the Union and its membership. The University shall be held harmless on any dispute or litigation arising under the terms of this Section. The University agrees to remit the aggregate of the Union dues monthly to the Union.

Article 3 - Management Rights

Section 3.1 – Reservation of Management Rights

The University reserves the rights of the University articulated in the State Higher Education Labor Relations Act, Section 3-302, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland, as it may be amended from time to time, which are hereby incorporated into this MOU. Except as limited by the provisions of this MOU, the University shall continue to have the right to take actions it deems appropriate in the

management of the University and the direction of the work force. It is the exclusive right of the University to set standards of service to be offered; to determine the methods, means, personnel, schedules, and other resources by which the University's operations are to be conducted, including the contracting out of work if deemed necessary by the University; and to exercise control and discretion over its organization and operations.

Section 3.2 - Health and Safety

The University and the Union recognize the need for an effective health and safety program for the mutual benefit of employees and the University. The University recognizes the interest of the Union in the safety and health of the campus community and its membership. To this end, the University shall advise the Union of any proposed additions or revisions to existing health and safety rules and shall allow the Union a reasonable time to review the same and offer recommendations to the University for consideration prior to implementation. Following consideration of any recommendations provided, or if there are no recommendations, the University may move forward with implementing any changes or revisions to existing health and safety rules, as it deems appropriate. Nothing contained herein shall prohibit or discourage the Union from discussing current safety conditions or perceived problems with Management in an effort to address the concerns of the membership.

The parties agree and understand that, when a university state of emergency is declared by the president and/or a State of Emergency is declared by the Governor of Maryland for public health-related reasons, the establishment, implementation and enforcement of safety and health rules and regulations shall be the sole responsibility of the University during such period(s) of emergency.

Article 4 - Wage Scale

Section 4.1 – Pay Scale

(1) Upon promotion from Private (UPO I – Grade 10) to Private First Class (UPO II – Grade 12) or from Private First Class (UPO II – Grade 12) to Master Patrol Officer (MPO) (UPO III – Grade 14), the Officer shall be placed on the same Step of the grade for the new rank at the time of the promotion. Upon promotion from Master Patrol Officer/Corporal (UPO III – Grade 14) to Sergeant (UPO IV – Grade 16), the Officer shall be placed on the same Step of the grade for the new rank at the time of the promotion. This will become the Officer's new base Step.

(2) When COLA increases are implemented, the Pay Scale will adjust to reflect the increases.

(3) The University will continue to hire Officers at the wage appropriate for their experience and the University's needs, not at a defined point in the Pay Scale. However, persons with no prior law enforcement experience will start at Step I on the UPO I grade (Grade 10).

(4) Effective the first full pay period following July 7, 2022, all Officers shall receive a two and one-half percent (2.5%) step increase, not to exceed the maximum pay for the pay grade, on the pay scale in effect at the time of the adjustment. This salary adjustment is for FY23 only. See Addendum E for the July 2022 Pay Scale.

(5) Effective the first full pay period following July 7, 2022 through June 30, 2023, all Officers at the rank of UPO IV (Sergeant) shall receive a two and one-half percent (2.5%) step increase, not to exceed the maximum pay for the pay grade, on the pay scale in effect at the time of the adjustment. Under this provision, no more than 10 additional Officers may receive a step increase as a result of a promotion into the UPO IV (Sergeant) position. This is a one-time step increase for FY23 only.

(6) Effective the first full pay period following July 1, 2023, all Officers shall receive a two and one-half percent (2.5%) step increase, not to exceed the maximum pay for the pay grade, on the pay scale in effect at the time of the adjustment, contingent upon the Officer receiving a performance rating of "Meets Expectations" on the Officer's last University performance evaluation. Failure to meet performance standards as described in this section will result in the Officer not receiving the applicable increase. This salary adjustment is for FY24 only. University funded merit-based increases will be the sole merit-based salary adjustment for FY24. State Legislature and/or USM funded merit increases (if any) will not be provided for FY24.

(7) Effective the first full pay period following July 1, 2024, all Officers shall receive a two and one-half percent (2.5%) step increase, not to exceed the maximum pay for the pay grade, on the pay scale in effect at the time of the adjustment, contingent upon the Officer receiving a performance rating of "Meets Expectations" on the Officer's last University performance evaluation. Failure to meet performance standards as described in this section will result in the Officer not receiving the applicable increase. This salary adjustment is for FY25 only. University funded merit-based increases will be the sole merit-based salary adjustment for FY25. State Legislature and/or USM funded merit increases (if any) will not be provided for FY25.

(8) For FY23, FY24, and FY25 only, Officers shall receive the University funded step increase as described in subsections 4.4, 4.5, 4.6, and 4.7 up to the maximum pay for their pay range. The University shall provide the applicable step increase above the maximum of the Officer's range in the form of a one-time payment that is not added to

the Officer's base salary. The actual amount received by an eligible Officer is subject to legally required taxes and withholdings.

(9) In the event no successor MOU is ratified upon the expiration date of this MOU consistent with Article 28, Section 2, then all merit-based increases after FY25 will be provided solely if authorized and funded by the State Legislature and/or the University System of Maryland (USM) until a successor MOU is duly ratified. The PRD requirements for the applicable period as outlined in this section remain in effect for all such State Legislature and/or USM provided merit-based increases. In the event the State Legislature and/or USM provides a merit increase after FY25, on the effective date of a State Legislature and/or USM provided merit increase, if the merit increase is 2.5% the Officer will move one step on the Pay Scale for a 2.5% salary increase equal to the merit increase for non-exempt employees authorized by the State Legislature and/or USM, subject to the Board of Regents and the UMD salary guidelines. If the merit increase is other than 2.5%, then each Pay Scale Step shall be adjusted by the amount of the merit increase for non-exempt employees authorized by the State Legislature and/or USM, subject to the Board of Regents and the UMD salary guidelines.

(10) The provisions of items (4.4), (4.5), (4.6), and (4.7) above do not in any way constitute agreement to continue University-funded merit increases beyond FY2025.

Section 4.2 – Merit Increases and Steps

(1) Officers must have completed an original probationary period.

(2) Merit increases are contingent on an Officer achieving a final overall performance rating of "Meets Expectations" on the University's Performance Review and Development (PRD) instrument during the period specified. Merit increases are contingent on authorization by the State Legislature and appropriation of specific funds by the State Legislature for non-exempt employee merit increases.

(3) If an Officer does not meet the criteria for a merit increase as stated in 4.2.1 and 4.2.2, then the Officer shall remain at the current salary and rank and not be aligned with the Pay Scale when it is adjusted for merit increases.

Officers whose salary is not in alignment with the Pay Scale shall receive the amount of the COLA increase when authorized by the State Legislature, subject to Board of Regents and UMD salary guidelines. When a COLA is implemented, Officers whose salary is not aligned with the Pay Scale shall remain out of alignment with the Pay Scale until such time as they are promoted.

Officers whose salary is not in alignment with the Pay Scale shall receive the amount of the merit increase authorized by the State Legislature, subject to the Board of Regents and the UMD salary guidelines provided they meet the criteria stated in 4.2.1 and 4.2.2.

When a merit increase is implemented, Officers whose salary is not in alignment with the Pay Scale shall remain out of alignment with the Pay Scale until such time as they are promoted.

When a promotion occurs, the Officer shall be granted the appropriate salary increase and placed on the same Step of the grade for the new rank at the time of the promotion.

Section 4.3 – Non-Competitive Promotions

A private will be promoted to PFC after one year of UMPD service as a private, and upon satisfactory completion of the initial probationary period. A PFC will be promoted to MPO after three years of service provided he/she passes the test for MPO and upon a satisfactory overall evaluation on his/her most recent evaluation.

Section 4.4 – Competitive Promotions

(1) Consistent with operational needs, MPOs and Corporals participating in the promotional examination process for Sergeant shall be permitted to be scheduled off from their regular shift, if scheduled to work, as follows:

- (a) The twelve (12) hours immediately prior to the commencement of the examination; or,
- (b) The twelve (12) hours immediately following the conclusion of the examination.

(2) To be eligible to take the Sergeant's examination, Officers must have attained the rank of MPO or Corporal; shall have at least three years of service as a sworn law enforcement Officer in the State of Maryland; and shall be Maryland Police Training Commission (MPTC) certified.

Section 4.5 – Salary Adjustments Upon Promotion

An Officer who is permanently promoted to a rank in a higher pay grade shall be placed on the same step of the pay grade for their new rank as they were receiving prior to their promotion. In no case shall the employee's salary be less than the minimum salary for the higher pay grade.

Section 4.6 – Salary Adjustments Upon Demotion

In the event of a demotion to a lower rank, an Officer shall be placed on the same step of the Pay Scale of the lower rank as they were on prior to the demotion.

Article 5 – Reviews of Performance (PRD)

Employees shall receive performance reviews annually. Performance reviews of bargaining unit employees shall reflect ratings of “Meets Expectations” or “Does Not Meet Expectations”, and shall be otherwise controlled by *USM Policy VII-5.20: Policy on the Performance Evaluation Program*.

A performance rating of “Does Not Meet Expectations” is not intended to substitute for formal disciplinary action when appropriate. In cases where an employee has already successfully completed his/her probationary period (if any) for the position when he/she receives a “Does Not Meet Expectations” rating, it is generally expected the Management and an employee will work (or have documented that they have already worked) collaboratively to attempt to improve the deficiency/deficiencies.

Article 6 – Pension and Retirement

Section 6.1 – The University will continue to offer the Law Enforcement Officers Pension System (LEOPS) Plan which may be modified or amended by the State.

Section 6.2 – When an officer retires after 25 years of service or due to a medical disability under the University’s Policies, the University will continue its present practice of providing the officer with a Retirement Badge and Identification.

Section 6.3 – At the time of retirement, subject to applicable laws, the officer will be permitted to purchase his or her issued duty weapon at a reasonable fair market value price as determined by the University. Upon transfer of ownership, the Officer will be required to accept the former duty weapon “as is”; accept full responsibility and liability for any injuries to persons or property caused by use of the former duty weapon; and indemnify and hold harmless the University for any claims arising out of such use.

Article 7 – Differential Pay for Corporals

Corporals shall receive differential pay in the amount of \$1,000 per year, payable annually in the month of December on a monthly prorated basis for each month the Officer has served as Corporal.

Article 8 - Shift Differential Pay

Any officer whose scheduled shift begins after 2:00 p.m. and before 2:00 a.m. on any day shall receive the following shift differential for all hours worked on that shift:

Effective Date of Ratification \$1.75 per hour

Article 9 - Call Back Pay

An officer who is required to return to work on a regularly scheduled on-duty day after going off duty, or required to work on a regularly scheduled off-duty day shall receive a minimum of 3 hours pay at time and a half for said work.

Article 10 - Field Training Officer Pay

Officers serving as primary Field Training Officers (FTO) shall receive a premium of \$3.00 per hour for all hours worked actually performing FTO duties.

Article 11 – Acting Pay

Section 11.1 Acting Sergeants

Corporals serving as Acting Sergeants for thirty (30) or more continuous workdays shall receive an increase to their base rate of pay, retroactive to the start of the thirty (30) day continuous period, at the greater of six percent (6%) or \$3.00 per hour, for all hours worked while actually performing Acting Sergeant duties during the period of acting capacity assignment.

Section 11.2 Acting Lieutenants

Sergeants serving as Acting Lieutenants for thirty (30) or more continuous workdays shall receive an increase to their base rate of pay, retroactive to the start of the thirty (30) day continuous period, in an amount that is at least six percent (6%) or \$3.00 per hour, whichever is greater, but in no event more than twelve percent (12%), for all hours worked while actually performing Acting Lieutenant duties during the period of acting capacity assignment.

Article 12 - On Call Pay

Officers assigned to the Criminal Investigation Unit shall be assigned to On-Call status in addition to their regular duties at the University's discretion. Officers in

On-Call status shall receive \$24 per day in additional pay for each 24-hour period in On-Call status. While in On-Call status, Officers shall be permitted the use of a departmental vehicle to be assigned by the University. Officers in On-Call status must abide by the University's Policies for on-call employees and specifically 1) may not consume alcohol while in On-Call status and must otherwise be fit-for-duty; 2) must provide the University with accurate contact information including but not limited to phone numbers and cell phone numbers; 3) must respond and report within 90 minutes of when contacted; and 4) must follow all State regulations regarding the use of emergency vehicles. Failure to comply with the requirements of this Section shall result in a loss of On-Call pay for that day and may result in additional disciplinary action.

Article 13 - Uniforms

Section 13.1 - The University shall continue to provide uniforms for officers in accordance with current policy, including the provision of all required leather and/or nylon accessories (or those made of other appropriate material). The University will replace uniforms as necessary so long as the replacement is not necessitated through negligence or intentional acts by the Officer. The University shall pay for regular dry cleaning of the uniform attire and CIU business attire.

Section 13.2 – Each Officer shall receive an equipment allowance of \$300 per year, payable during the month of December, to use for work-related equipment as determined by the Officer.

Section 13.3 – Each Officer assigned full-time to the CIU at any point in the calendar year shall receive a clothing allowance of \$300 per year, payable during the month of December and calculated on a monthly prorated basis for each month the officer has served in CIU, to use for work-related clothing as determined by the Officer. This is in addition to the equipment allowance provided in Section 13.3.

Section 13.4 – The University shall replace each article of clothing or equipment that is damaged, stolen, or destroyed in the performance of police duties by officers assigned full-time to the Criminal Investigations Unit (CIU), up to a maximum amount of \$100 per officer per year. In the absence of a verifiable receipt, the value of the clothing will be assessed at fair market value as determined by the Bureau Commander. This replacement shall not be made in the event of negligence on the part of the officer as determined in the sole discretion of the Bureau Commander.

Section 13.5 - The University will reimburse officers for the replacement of prescription glasses or contact lenses broken due to a physical altercation or vehicular accident while on duty, if the officer is not otherwise reimbursed, upon the presentation of a receipt for up to \$100 of the value of the broken item.

Article 14 - Holiday Pay

Section 14.1 - All officers shall receive 8 hours of holiday leave for each University-observed holiday whether or not he/she is scheduled to work. Officers are credited with and may utilize holiday leave pursuant to University Policy with regard to scheduling of leave with prior supervisory approval. Unused holiday leave shall carry over or be forfeited pursuant to University Policy.

Section 14.2 - All officers shall receive pay for hours actually worked on University-observed holidays. However, Officers who actually work any regularly scheduled hours on Thanksgiving Day, Christmas Day, or New Year's Day (defined as 12:01 a.m. through 11:59 p.m.) shall receive an additional 50% pay for all hours worked on these days in lieu of straight pay. There shall be no pyramiding of holiday pay and overtime pay for work on these days.

Article 15 – Translator Pay

Section 15.1 – The University shall establish testing certification procedures to measure an Officer's professional proficiency (conversational, reading, and writing skills and related abilities) in selected languages other than English.

Section 15.2 – Officers who obtain language certification in accordance with University procedures shall receive \$200 per year for translator pay, paid during the month of December, regardless of the number of language certifications. Once certified, officers are required to complete the annual translator renewal requirements to receive the translator pay for the upcoming calendar year.

Section 15.3 – All costs associated with obtaining language certification(s) shall be paid by the Officer. Officers who successfully obtain language certification(s) shall be reimbursed for the cost of each certification examination that they pass. Failure to pass a qualifying language examination, complete a renewal requirement, or otherwise not receive certification shall not be subject to any disciplinary action, grievance, and/or arbitration process.

Article 16 – Specialty Pay

Officers who successfully complete all required certification(s) and maintain the required certification(s) of a specialty skill identified below and are assigned to utilize and perform the specialty skill, or who are qualified for and assigned to

work in a specialty unit identified below shall receive up to \$300 per year per specialty skill/unit, paid during the month of December. Specialty Pay will be calculated and paid on a monthly prorated basis for each month the officer maintained all required certification(s) and was assigned to utilize and perform a specialty skill identified below, or for each month the officer was qualified for and assigned to work in a specialty unit identified below. An officer may only earn Specialty Pay for up to two (2) specialty skills/units each year. Eligibility for Specialty Pay shall be limited to up to eight (8) officers assigned to each of the specialty skills/units. In the event an officer is assigned to perform in more than two specialty skills/units, Specialty Pay will be paid based on the specialty skills/units that the officer was assigned to for the longer periods of time during the calendar year.

- (1) Drug Recognition Expert (DRE)
- (2) Intoximeter Operator
- (3) K-9 Unit
- (4) K-9 Trainer

Article 17 - Tuition Remission

Tuition Remission shall be available to bargaining unit members, their spouses and dependent children consistent with applicable University System and University Policies.

Article 18 - Parking Fees

Employees in the bargaining unit shall pay the prevailing staff parking permit fees for parking services. The University agrees that an individual employee's parking permit fee shall not increase by more than 10% over the fee for the previous year during the term of the MOU.

Article 19 - Health Benefits

Section 19.1 - All officers who are eligible for health insurance benefits coverage offered by the State of Maryland Employees Benefits Division shall receive said coverage on the same terms and conditions and pay premium or periodic charges on the same basis and to the same extent as the State establishes for State employees.

Section 19.2 - The University shall provide, at no cost to the employee, Hepatitis B shots and flu shots on an as needed basis, for officers who request them. It is understood that the University shall bear no responsibility or liability in any way by virtue of providing this service.

Article 20 - Pre-Planned Special Events

Section 20.1 - Special Events shall be defined as a pre-planned University sponsored and/or sanctioned event (i.e., athletic events, concerts, VIP visits, specifically assigned post-game celebrations) for which officers are required to work. Officers who volunteer for Special Events are not covered by this section. Pay above straight time pay as provided for in this Section shall not be pyramided with overtime pay.

- a. Officers assigned to a Special Event, or assigned a combination of Special Events and their assigned shift or another Special Event, shall not work more than 16 consecutive hours without a break except in the case of emergency or unforeseen circumstances.
- b. Officers assigned to a Special Event or assigned a combination of Special Events and their assigned shift or another Special Event, shall normally receive an 8-hour break ("break period") prior to returning to work. In the event that an officer receives less than an 8-hour break, the officer shall receive an additional 50% pay for all hours worked during the "break period".

Section 20.2 - Except for events which are cancelled for reasons that are beyond the control of the University, an officer whose day off is cancelled, but who does not work on the day in question will receive \$25 for that day unless the officer is given at least 5 days' notice that he/she is not working that day.

Article 21 - Change in Working Conditions

Section 21.1 - Except as specifically provided for herein this Memorandum of Understanding, all Board of Regents, University System of Maryland, and University of Maryland College Park policies, procedures, rules, practices, and conditions of employment governing bargaining unit Officers as amended from time to time (referred to herein as "Policy" or "Policies") are and shall remain in full force and effect. Where a portion of any existing Policy is modified by this MOU, the remainder of that Policy not in conflict with the MOU remains in full force and effect.

Section 21.2 - The University of Maryland, College Park agrees to furnish the FOP with 14 days' notice, as practicable, of any changes regarding policy, procedures, or practices that will affect working conditions in the bargaining unit and that are not otherwise covered by this Agreement.

Section 21.3 - This MOU is subject to applicable Federal and State laws and regulations, and including the Charter, by-laws, and policies of the Board of Regents and the University System of Maryland, as may be amended from time to time, as well as any contracts between the University and a third-party pre-dating the ratification of the MOU.

Article 22 - Military Leave

An officer who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to a leave of absence when called to active duty under the terms and conditions set forth by applicable state and/or federal law. The officer must give his/her supervisor a 2-week advance notice of such leave, when possible, and must present to the supervisor a copy of the official governmental orders authorizing active duty for the officer.

Article 23 - Bereavement Leave

Employees in the bargaining unit shall be granted paid Bereavement Leave, not to exceed three (3) work days, or five (5) days if overnight travel is required, on account of the death of any member of the employee's immediate family. For the purpose of this section, the immediate family is defined as the spouse, mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild (or great-grandmother, great-grandfather or great-grandchild) of the employee or the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, foster child still living with the employee, brother, sister of the employee, brother-in-law or sister-in-law, or any relative permanently living in the immediate household of the employee at the time of death.

Employees shall be granted one (1) day of paid Bereavement Leave on account of death of the employee's or his/her spouse's aunt, uncle, niece or nephew.

Article 24 - Physical Fitness Membership

Officers shall receive a free membership with the Campus Recreational Center (CRC) at no charge. Officers are required to use the CRC facilities at least twice a week or at least eight times a month to enhance their physical fitness. CRC membership is subject to review every 6 months. Upon review, if it is found after an Officer is not using the CRC facilities with the frequency as noted above, that Officer's CRC membership shall be cancelled. However, at the University's discretion, an Officer's CRC membership may be reinstated at any time.

Article 25 - Grievance Procedure

In the event of an alleged violation or disagreement over any of the provisions of the Memorandum of Understanding, bargaining unit employees represented by FOP, which shall be the exclusive labor organization to represent such employees, shall have the right to file grievances in accordance with Annotated Code of Maryland, Education Article, Section 13-201 et seq.

Article 26 - Drug/Alcohol Testing

The Department will select Officers randomly for testing.

Drug/alcohol testing and testing procedures shall be carried out in accordance with the policies and procedures found at Addendum F to this Memorandum of Understanding.

Article 27 - Fitness Standards and Fitness Indicator Test (FIT)

- (1) Officers shall participate annually in a mandatory fitness program. The test shall be administered in accordance with the procedure and standards found at Addendum G to this Memorandum of Understanding.
- (2) An Officer who passes any portion of the test shall receive an incentive bonus, pursuant to the procedure and standards found at Addendum G to this Memorandum of Understanding.
- (3) Upon notice to the University from an Officer at the time the test is given that the test is either unreasonably difficult due to a medical condition or that it is medically inadvisable to attempt to satisfy the test, a reasonable alternative test date will be scheduled. Officers are required to provide supporting medical documentation.
- (4) The results of the Fitness Indicator Test shall not be used as the basis for disciplinary action against any Officer.

Article 28 - Duration

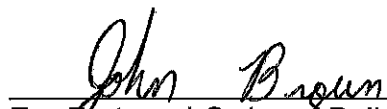
Section 28.1 - Subject to ratification by the Union membership, the President of the University, and the Board of Regents of the University System of Maryland, this Memorandum of Understanding begins July 7, 2022 and ends on June 30, 2025.

Section 28.2 – If no successor Memorandum of Understanding is ratified, the terms of this Memorandum of Understanding shall remain unchanged in successive one (1) year agreements from the expiration of this Memorandum of Understanding on June 30, 2025, unless either party shall notify the other in writing no later than 120 days prior to the expiration of the then current Memorandum of Understanding that it desires to terminate, modify, or amend the then current Memorandum of Understanding.



For University of Maryland College Park

9/16/22
Date



For Fraternal Order of Police, Lodge 23

9/16/22
Date

9/16/22
BOR Ratification Date

Addendum A
2004 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23
Sworn Police Officer Unit
Market Adjustment
Deleted/Retired - 2008

The University and the Union hereby agree to incorporate the following into the 2004 Memorandum of Understanding between the parties:

In light of the recruitment and retention issues and the desire of the parties to provide for additional compensation to bargaining unit members represented by FOP Lodge 23, in addition to Merit Step increases and Cost-of-Living Adjustments elsewhere provided for, and for the sole purpose of this Memorandum of Understanding, the University has reviewed its "Hot Jobs" policy and, in accordance with its practice, the University will provide the following salary adjustments to all bargaining unit members:

Effective Date of Agreement	4%
October 1, 2005	4%

Addendum B
2017 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23 Sworn Police Officer Unit
Shift Differential for Hours Not at Work

Effective on the date of ratification, any officer whose scheduled shift begins after 2:00 p.m. and before 2:00 a.m. on any day shall receive \$1.75 per hour shift differential for all hours worked on that shift, and shall receive such differential for up to 5 workdays of continuous paid annual, holiday, or sick leave.

Addendum C
2013 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23 Sworn Police Officer Unit
Effective Dates of Increases
Deleted/Retired – 2016

The University and the Union hereby agree to incorporate the following into the 2013 Memorandum of Understanding between the parties:

For purposes of implementing any wage, salary or premium increases, such increases will become effective at the beginning of the first full pay period following the date specified in the Memorandum of Understanding.

Addendum D
2004 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23
Sworn Police Officer Unit
Wage Scale Maximum

Deleted/Retired - 2008

The University and the Union hereby agree to incorporate the following into the 2004 Memorandum of Understanding between the parties:

The wage scale maximum set forth in Section 4.1 of this Memorandum of Understanding shall not preclude any Officer from receiving any wage increase provided through Merit Increases, Cost-of-Living Adjustments, or Market Adjustments pursuant to Addendum A, to which the Officer is entitled.

Addendum E

2022 Memorandum of Understanding

University of Maryland College Park and F.O.P. Lodge 23

Sworn Police Officer Unit Pay Scale

Pay Steps	Pay Grade 10	Pay Grade 12	Pay Grade 14	Pay Grade 16
		UPO II	UPO III	
	UPO I	Private First	Master Patrol	UPOIV
	Private			Sergeant
		Class	Officer/Corporal	
1	\$56,237.91	\$61,018.14	\$66,204.68	\$71,832.07
2	\$57,643.56	\$62,543.26	\$67,859.44	\$73,627.49
3	\$59,085.33	\$64,107.57	\$69,556.72	\$75,469.04
4	\$60,561.85	\$65,709.61	\$71,294.93	\$77,354.99
5	\$62,075.83	\$67,352.27	\$73,077.21	\$79,288.78
6	\$63,628.60	\$69,037.03	\$74,905.18	\$81,272.12
7	\$65,218.81	\$70,762.40	\$76,777.21	\$83,303.27
8	\$66,849.14	\$72,531.32	\$78,696.48	\$85,385.68
9	\$68,520.94	\$74,345.22	\$80,664.56	\$87,521.06
10	\$70,232.87	\$76,202.65	\$82,679.88	\$89,707.67
11	\$71,988.92	\$78,107.98	\$84,747.15	\$91,950.67
12	\$73,789.10	\$80,061.18	\$86,866.38	\$94,250.01
13	\$75,633.43	\$82,062.28	\$89,037.57	\$96,605.75
14	\$77,524.57	\$84,114.16	\$91,263.87	\$99,021.29
15	\$79,462.51	\$86,216.83	\$93,545.26	\$101,496.61
16	\$81,448.61	\$88,371.74	\$95,883.34	\$104,033.43
17	\$83,485.53	\$90,581.79	\$98,281.24	\$106,635.15
18	\$85,573.26	\$92,847.00	\$100,738.99	\$109,301.81
19	\$87,711.83	\$95,167.34	\$103,256.56	\$112,033.37
20	\$89,905.23	\$97,547.17	\$105,838.68	\$114,834.97

This pay scale incorporates the COLA granted on July 1, 2022.

Addendum F
2017 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23
Sworn Police Officer Unit

Drug and Alcohol Testing

Section 1. Introduction

The parties recognize that abuse of alcohol and controlled substances by Officers represents a significant health and safety risk and are committed to compliance with the United States Drug-Free Workplace Act of 1988. Further, the parties recognize that identification of abuse of alcohol and controlled substances may play an integral part of the Department's Early Identification System (EIS). To that end, the parties have agreed that, in the event that the Department of Public Safety implements a periodic, unannounced drug and alcohol testing program of its Officers randomly selected (hereafter, "random testing" or "testing") during the term of this Agreement, that such testing shall comport with the following provisions.

Section 2. Reporting Use of Medications

- a. Officers who take over-the-counter or prescribed medication which they are aware is likely to impair their ability to do their job must promptly report such use to the Department's designated Testing Coordinator or the Chief of Police. In such events, the designated Testing Coordinator or Chief of Police will consult with appropriate medical personnel, through the Office of Staff Relations, to determine if the Officer can safely perform his/her duties while on such medication. Records of such disclosures shall be kept confidential and shared only on a "need-to-know" basis.
- b. Officers should ask their physicians about how prescription medications or over-the-counter medications taken at a physician's direction may affect their performance as a police officer, and read package inserts and printed warnings.

Section 3. Frequency of Testing

Officers shall be subject to periodic, random, unannounced drug and alcohol testing no fewer than four (4) times per year.

Section 4. Officers Selected for Testing

- a. An Officer randomly selected for testing will be required to submit for testing on the date notified as described below except:
 - i. The Officer is traveling on Departmental business out of the geographic area; or,
 - ii. The Officer is on a scheduled "off day"; or,
 - iii. The Officer is already on approved leave for that day.

In such cases, the Department can elect whether to notify the Officer to submit to testing on his/her next scheduled workday or remove the Officer's name from the list of those to be tested until the next random selection of names.

- b. Once an Officer is selected for random testing, the Officer shall be notified by the Department's designated Testing Coordinator (or his/her designee). The Officer shall report to the collection site within two (2) hours of the notification. Once notified, failure to report for the testing as directed except in an "emergency" as designed in Paragraph c below, or refusal to submit to the test, shall be considered to be "gross insubordination" and will result in disciplinary action under Section 8 below.
- c. In the event of a "police emergency" as designated by the Chief of Police, random testing of all Officers not already tested on that day may be cancelled.

Section 5. Collection and Testing of Specimens

- a. Specimens taken at the designated outside independent collection site will be sealed before submission to the laboratory for testing. All testing of urine specimens from Officers by laboratories under this Article shall be conducted by Substance Abuse and Mental Health Administration (SAMHSA)-certified laboratories, not part of the University of Maryland System. Upon implementation of a testing program as provided by this Article, in addition to alcohol testing may include the following substances:
 - i. Marijuana Metabolites;
 - ii. Opiates and/or Opioids;

- iii. Phencyclidine (PCP)
 - iv. Cocaine Metabolites;
 - v. Amphetamines (including methamphetamines);
 - vi. Barbiturates;
 - vii. Benzodiazepines;
 - viii. Methadone;
 - ix. Propoxyphene.
- b. In addition to any drug testing required under State or federal law or listed in Paragraph a above, once each calendar year, the Department may notify the Union of its intent to begin testing for additional mind- altering substances, including steroids and any FDA Schedule I-IV Controlled Substances, or changes in cut-off levels for substances already being tested. The Department may implement the change thirty (30) days after providing notice to the Union.
- c. The Department reserves the right to utilize Departmental staff qualified to administer Preliminary Breath Tests (PBT) tests for alcohol in lieu of laboratory testing.

Section 6. Testing Methods

Specimens to be tested by the laboratory shall initially be screened by an immunoassay test with predetermined cutoff levels. In the event that a specimen yields a result in excess of that cutoff level, the specimen will be retested using gas chromatography/mass spectrometry (gems). These tests will be conducted at the expense of the University.

Utilizing the process described in this Section, the following cutoff levels shall be used for laboratory testing of urine specimens for the drugs listed below:

Substance	Immunoassay (ng/mL)	Gas Chromatography/ Mass Spectrometry
Marijuana metabolites	50	15
Opiates	2,000	2,000
Opioids	200	200
Phencyclidine	25	25
Cocaine metabolites	300	150
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepines	300	200
Methadone	300	200
Propoxyphene	300	200

These cutoff levels are subject to change pursuant to this Addendum in Section 5(b).

Section 7. Positive Test Results

- a. In the event that an Officer has provided a specimen which yields a positive result in excess of the cutoff levels described in this Addendum, or which exceeds the standards for Preliminary Breath Tests, the Officer will be provided an opportunity (not to exceed two (2) work days) to provide evidence that the result is consistent with use of prescription medication taken as directed. During this period, the Officer may be required to use his/her Annual or Personal Leave to remain in a paid status. In the event that no information is submitted, or the information does not demonstrate that the test result was consistent with the use of prescription medication as taken as directed, the Officer shall be subject to discipline.
- b. In the event of a positive urine test, any remaining specimen may be made available for testing at another SAMHSA-certified laboratory, utilizing the same testing methods and cutoff levels, at the Officer's full expense (including cost of transferring the remaining sample). In such cases, the remaining specimen must be transferred directly from the laboratory first used to the laboratory performing the retest.

Section 8. Discipline

- a. Except as provided in Section 4(c), any Officer who fails to report for drug and alcohol testing as directed, who adulterates any specimen or otherwise tampers with the testing process (such as specimen substitution) or who refuses to submit to all aspects of testing as described in this Article will be considered to have engaged in "gross insubordination" and the Officer's employment shall be terminated.
- b. An Officer testing "positive" under the alcohol and/or drug testing administered under this Addendum shall be subject to disciplinary action, up to and including termination of employment. If the employment of the Officer is not terminated as a result of the "positive" alcohol and/or drug testing, he/she shall, as a term of his/her continued employment, be subject to periodic, unannounced drug and alcohol testing for a period of twelve (12) months following the Officer's return from disciplinary suspension and/or absence from duty due to medical treatment for substance abuse. Additionally, any such Officer may be required to participate in substance abuse treatment, after-care or other such programs as recommended by the treatment program and/or Faculty/Staff Advisory Service.

Section 9. Fitness for Duty

Nothing in this Article shall dilute the University's rights under Policy VI-8.00(F) for determining an Officer's fitness for duty.

Addendum G
2017 Memorandum of Understanding
University of Maryland College Park
and
F.O.P. Lodge 23
Sworn Police Officer Unit
Fitness Indicator Test (FIT)

The FIT program is a mandatory program for incentive pay that is limited to Officers. The annual FIT performance evaluation will be compensated pursuant to the provisions of the FOP contract. The below performance standards will be utilized to determine level of monetary compensation of Officers. However, the results of the FIT shall not be used as the basis for disciplinary action against any Officer.

Successfully pass one part of the test: \$100
Successfully pass two parts of the test: \$250
Successfully pass all three parts of the test: \$400

The test will comprise of three parts that are as follows:

1. One-minute Sit-up Test

The officer will have a period of (1) minute to perform as many sit-ups as possible. The starting position for this test will be with the officer in an up-right position, knees slightly bent, and feet flat on the floor (anchored either by a partner or by another device). The officer will have their hands placed either beside their ears or across the chest. The officer may not place hands behind the neck. A sit-up is performed by raising the upper body to a vertical position then lowering the body to a position with the shoulder blades touching the ground. Each sit-up will be evaluated to the above described standard. Any sit-up not performed within standard WILL NOT count toward the total number completed. A proper sit-up will be demonstrated to the officer prior to the start of testing.

An officer must complete the following minimum number of qualified sit-ups, for the test to be considered a pass:

Males

Complete 28 within 1 minute

Females

Complete 18 within 1 minute

2. One-minute Push-up Test

The officer will have a period of one (1) minute to perform as many push-ups as possible. The starting position for this test is with the officer's body straight and perpendicular to the ground, knees off the ground, toes in contact with the ground, elbows extended (not locked), with their hands slightly further than shoulder width apart. A push-up is performed by lowering the body to approximately three inches from the ground then returning the body to the elevated position without locking the elbows. Any push-up not performed as described above WILL NOT count toward the total number completed. A proper push-up will be demonstrated to the officer prior to the start of testing.

An officer must complete the following minimum number of qualified push-ups, for this test to be considered a pass:

Males

Complete 15 within 1 minute

Females

Complete 7 within 1 minute

3. The 1.5 Mile Run Test

The officer will be provided information on the location, direction, and number of laps to be completed for the 1.5-mile course. The officer will be provided a number and will call out their lap number to the evaluator as they pass each lap. All officers will be instructed to begin the timed distance of 1.5 miles, as a group. An officer that does not call out their number in the manner described will not have that lap counted towards their total distance.

An officer must complete the following minimum 1.5 distance run as follows for this test to be considered a pass:

Males

Complete in 15:14

Females

Complete in 19:01

**Addendum H
2013 Memorandum of Understanding**

**University of Maryland College Park and
F.O.P. Lodge 23**

Sworn Police Officer Unit

**Discussions Regarding Establishment
of Corporal Rank**

Deleted/Retired - 2016

The University and the Union hereby agree to the following Addendum to the 2013 Memorandum of Understanding between the parties, which is hereby incorporated therein:

During the term of the 2013 Memorandum of Understanding, the parties shall meet to discuss the establishment of the rank of "Corporal" being permanently awarded to those officers who successfully pass the testing and other standards for the "Acting Sergeant" position. Officers who do not successfully pass the testing and standards for "Acting Sergeant" shall have no change in their titles.

**Addendum I
2017 Memorandum of Understanding**

**University of Maryland College Park
and
F.O.P. Lodge 23**

Sworn Police Officer Unit

**Discussions Regarding the
Exploration of Changes Regarding the
Non-Competitive Promotional Processes**

DELETED/RETIRED - 2019

The University and the Union hereby agree to the following Addendum to the 2017 Memorandum of Understanding between the parties, which is hereby incorporated therein:

During the term of the 2017 Memorandum of Understanding, the parties shall meet to discuss and explore options regarding possible changes to the non-competitive promotional processes.

**Addendum J
2017 Memorandum of Understanding**

**University of Maryland College Park
and
F.O.P. Lodge 23**

Sworn Police Officer Unit

Temporary Increase to Uniform, Clothing, and Equipment Allowance

DELETED/RETIRED - 2019

In December 2018 and December 2019, Officers shall receive an additional \$200 allowance to use for work-related equipment as determined by the Officer. This allowance is in addition to Article 13 section 13.3.

This Addendum shall automatically retire and be deleted on December 31, 2019, and shall not extend with any succeeding one (1) year agreements pursuant to Article 29 – Duration.

**Addendum K
2019 Memorandum of Understanding**

**University of Maryland College Park
and
F.O.P. Lodge 23**

Sworn Police Officer Unit

**Discussions Regarding the Exploration of Changes
to Procedures for Investigating Sworn Officers
Under the UMD Sexual Misconduct Policy**

DELETED/RETIRED – 2022

The University and the Union hereby agree to the following Addendum to the 2019 Memorandum of Understanding between the parties, which is hereby incorporated therein:

Within forty-five (45) days of the date of ratification of this Memorandum of Understanding, the UMPD Chief of Police or designee and the Director of the UMCP Office of Civil Rights and Sexual Misconduct shall meet to discuss and explore options regarding possible changes to the procedures for investigating sworn officers under the UMD Sexual Misconduct Policy.