



STATE LAW ENFORCEMENT OFFICERS LABOR ALLIANCE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

STATE OF MARYLAND

AND THE

STATE LAW ENFORCEMENT OFFICERS LABOR ALLIANCE

JULY 1, 2010 – JUNE 30, 2013

Table of Contents

Article & Title	Page
Preamble	3
Article I – Recognition	3
Article II – Non-Discrimination	4
Article III – Management Rights	4
Article IV – Union Rights	4
Article V – Labor / Management Committees	8
Article VI – Salary & Pay Plan	9
Article VII – Insurance & Benefits	11
Article VIII – Dispute Resolution Procedure	12
Article IX – Leave With Pay	14
Article X – Leave Without Pay	16
Article XI – Holidays	16
Article XII – Safety	17
Article XIII – Reduction In Force	17
Article XIV – Miscellaneous	17
Article XV – Work Stoppages	17
Article XVI – Personnel File	18
Article XVII – Mid-Contract Negotiations	18
Article XVIII – Provisions Applicable to Particular Agencies	
Section 1. Maryland State Police	21
Section 2. Natural Resources Police	22
Section 3. Maryland Capitol Police	24
Section 4. State Fire Marshals	24
Section 5. Department of Health & Mental Hygiene Police	25
Section 6. Department of Labor, Licensing & Regulation Police	26
Section 7. Motor Vehicle Administration Police	26
Article XIX – Savings Clause	27
Article XX – Publication of Agreement	27
Article XXI – Duration	27

Appendices

Appendix A-1. SLEOLA Service Fee	28
Appendix A-2. MSP / NRP Non-Reduced Salary Scale Effective June 30, 2010	31
Appendix A-3. MSP / NRP Salary Scale Effective June 30, 2011	32
Appendix A-4. MSP / NRP Salary Scale Effective July 1, 2012	33
Appendix A-5. MSP / NRP Salary Scale Effective April 1, 2013	34
Appendix A-6. Park Ranger Salary Schedule Effective July 1, 2008	35
Appendix A-7. Deputy Fire Marshal Salary Scale Effective July 1, 2008	36
Appendix A-8. Police Officer Salary Schedule Effective July 1, 2008	37
Appendix A-9. SLEOLA Arbitration	38

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by the State of Maryland ("Employer") and the State Law Enforcement Officers Labor Alliance ("Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; 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 the Union and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures. This MOU, including any appendices hereto, applies to all departments / agencies of the State whose employees are in the Bargaining Unit covered by this MOU, except as to those provisions of this MOU that are expressly limited to a particular department / agency.

It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval of the General Assembly of Maryland. 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 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.

ARTICLE I – RECOGNITION

Section 1. Exclusive Representation

Pursuant to the Collective Bargaining Law (Title 3, State Personnel and Pensions Article), the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in Bargaining Unit I. 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 not allow non-exclusive representatives or other employee organizations to address new employees at orientation meetings.

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 the Union 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.

Section 3. Inclusion / Exclusion of Existing and New Classifications

If it is believed that the bargaining unit status of a classification has changed, the Employer or the Union, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve any disagreements about the issue. The Employer will promptly notify the Union of all decisions to establish new classifications. If a new classification is a successor title to a classification covered by this MOU with no substantial change in duties, it shall become part of this bargaining unit. Where the Union believes a new classification contains a significant part of the work done by any classification in this bargaining unit or shares a community of interest with classifications in this bargaining unit, the Union may notify the Employer, within thirty (30) days of receiving notice of the new classification, that it believes the classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue.

ARTICLE II – NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

It is the policy of the State 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 the Union 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 the Union 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

The Union 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 State Police, can be changed by management after negotiations with the Union to the extent required by Article XVII (Mid-contract Negotiations).

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.

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 Employer with prior notice and approval by the Employer for the reason of administration of this MOU. The Union agrees to notify the Employer at least five (5) days in advance of a non-emergency, mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the Employer and consistent with security and public service requirements, Union representatives shall have access to the Employer'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 the Union 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. Each installation (a work location; commonly a barrack, division, section or unit) shall have one steward designated by the union, except that for Maryland State Police (MSP) Field Operations Bureau, Department of General Services (DGS) and Department of Labor, Licensing & Regulation (DLLR) installations, an alternate shop steward may be designated. It is understood that shop stewards assigned to the same installation will not be absent from duty concurrently as a result of his / her responsibilities as a steward. For bureaus or divisions where an installation is not clearly defined (e.g., a task force) and the union believes it is reasonable and necessary to have a steward designated at the operation, the matter will be referred to the Labor Management Committee (LMC) for resolution. In the event the LMC is unable to agree, the issue will be submitted to the State's Chief Negotiator and the President of the Union for final action.

The Union will notify the Employer 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 Employer 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 Working Hours

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, 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 Union representatives time off with pay will not be unreasonably withheld. The Union will normally provide the Employer with the names of its representatives who need release time not less than five (5) days prior to the date of the meeting.

Union representatives shall be allowed work time to complete assignments that have been assigned by the LMC. The Employer shall determine when the time can be taken.

The practices described in Section 12-405 of the State Personnel and Pensions Article shall apply to grievants, witnesses and Union representatives.

Section 4. Release Time Account For Union Activities

On July 1 of each year, the Employer shall credit the Union's release time account with one (1) day for every fifteen (15) bargaining unit members. 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, and union sponsored labor relations training provided such representative provides reasonable notice to his / her supervisor of such absence. Reasonable notice for Union sponsored meetings and conventions listed above is at least fifteen (15) days and the Employer shall respond within fifteen (15) days of receiving the representative's notice. 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. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.

In addition to the release time described above, the Union is entitled to release time for nine bargaining unit members (one from each member organization plus two SLEOLA officers) for all 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.

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

Union representatives 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 business purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying SLEOLA of its intent to revoke such privileges and identifying in writing for SLEOLA, the specific usage(s) which is the basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee per copy. Union representatives and appropriate fraternal organizations may continue to use the MILES / METERS system to announce meetings consistent with existing policies and procedures.

Section 7. Bulletin Boards

The Employer shall provide lockable bulletin boards at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union 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, the Union shall provide a copy of all items to the Employer.

Section 8. Mail Service and Computer Mail

The Union 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 is subject to the same rules of use as described in Section 6. Alternate means of electronic distribution of information (such as the MSP Data Management System or any successor systems) shall be permitted upon reasonable notice to the Employer. Confidentiality shall be maintained subject to the Employer's security needs. Union 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. The Union shall give the Employer reasonable notice in advance of mass mailings. The Union and the Employer shall develop a system for these mailings.

Section 9. Distribution of Union Information

At non-secure facilities, the Union shall be permitted to place and distribute materials at mutually agreed upon locations frequented by employees, before and after work, and during breaks and meal periods.

At secure facilities, the Union shall be permitted to place informational materials for employees at the worksite. 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 the Union who holds the appropriate security credentials. Distribution of materials will be done in a non-secure area during non-work hours.

Section 10. New Employee Orientation

The Employer will provide the Union with an opportunity to address each new recruit class. Where an agency is too small to have a recruit class, the Employer will notify the Union of any formal orientation meetings. The Union will be advised of the time and location of orientation meetings as soon as such meetings are scheduled. In the event a formal orientation meeting is not given, the Employer shall allow the Union representative and the employee(s) to meet during duty hours at a mutually agreed to later time for twenty (20) minutes. At the conclusion of all formal orientations, the Union will be permitted to give a twenty (20) minute presentation, which may include an enrollment in supplemental union benefits.

Section 11. Information Provided to the Union

The Department of Budget and Management shall provide to the Union 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. Other personnel actions listed above will be provided to the Union on a quarterly basis. The above information shall be provided in an electronic format convenient to the Employer.

Each agency shall designate an individual who will work with the Union to identify the specific work location at which the personnel actions took place.

Upon request by the Union, the Employer will provide, within a reasonable amount of time, any other information and documents that the Union is entitled to as the exclusive representative of bargaining unit employees.

The Union shall treat the information as confidential.

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

Section 12. Release From Duty Issues

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 the Union shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay. The Employer may require requests for release time from duty or time off with pay to be in writing. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he / she can obtain the time off.

Section 13. 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.

Section 14. Manuals

The Employer will provide the Union with one copy of each agency's Administrative and Operational Manuals, and will provide, in a timely fashion, copies of any changes to said documents. If and when these Manuals become available via an electronic system (e.g., PowerDMS), the Employer will provide the Union with access to the system. The Employer will also provide the Union with an initial issue of the State Personnel and Pension Article of the Annotated Code of Maryland. The Union will be charged for copies of subsequent revisions. Specific unit standard operating procedure manuals will be released as agreed at agency LMC meetings.

Section 15. Check-off of Dues

Upon the presentation by SLEOLA of a list of the individual employees covered by this MOU for each of whom SLEOLA certifies to have on file a written authorization for dues deduction executed by the employee, SLEOLA shall be entitled to have such employees' membership dues deducted from their pay checks on a bi-weekly basis and remitted to SLEOLA on a bi-weekly basis.

Section 16. Service Fee

A. Implementation of Service Fee

All employees who are covered by this MOU but who are not members of SLEOLA shall pay to SLEOLA their fair share of the cost of services rendered by SLEOLA that are chargeable as a service fee. Employees in the unit who choose not to become members of SLEOLA 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 SLEOLA members.

B. Amount and purpose of Representation Fee

On or before July 1 of each fiscal year, SLEOLA will determine, pursuant to the criteria contained in Appendix A-1 of this MOU, 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 SLEOLA 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 SLEOLA.

C. Notice to Employees

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

D. Collection of Fee

The State shall automatically withhold from the bi-weekly salary of each employee who is not a member of SLEOLA the service fee as calculated. Such involuntary deduction shall remain in effect until the legal authority for the deduction no longer exists. The State 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 State 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 SLEOLA, 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 SLEOLA and to the Department of Budget and Management 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

SLEOLA shall indemnify and save the State 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 arise out of or by reason of any action taken or not taken by the State, 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 State's reliance on any notice, letter, or authorization forwarded to the State by SLEOLA pursuant to this section. SLEOLA assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the State to SLEOLA. 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 SLEOLA to take appropriate steps to collect the amount or otherwise enforce the requirement in question.

ARTICLE V – LABOR / MANAGEMENT COMMITTEES

Section 1. 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 each agency covered by this MOU, in accordance with the provisions in this Article and as elsewhere described in this MOU, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees. Each LMC will be co-chaired by one member from labor and one member from management.

Section 2. State Labor / Management Committee

SLEOLA shall participate on any State LMC and will have one member appointed to such State LMC.

Section 3. Training

The State LMC will develop a training program for all LMC's. The training program may be in conjunction with the Federal Mediation and Conciliation Service or the LMC's may supplement such training by mutual agreement at no cost to the Employer.

ARTICLE VI – SALARY AND PAY PLAN

Section 1. Salary Plans

All salary plans for bargaining unit members will consist of a base salary and 18 additional steps, which will be designated 1 through 18.

Section 2.

MSP Troopers and NRP Officers shall continue to be covered by the Salary Schedule attached to this MOU as follows:

- Appendix A-2 beginning July 1, 2010;
- Appendix A-3 beginning on June 30, 2011;
- Appendix A-4 beginning on July 1, 2012; and
- Appendix A-5 beginning on April 1, 2013.

Section 3.

DNR Rangers shall continue to be covered by the Salary Schedule attached to this MOU as Appendix A-6. Consistent with Section 5-206 of the Natural Resources Article, forest and park rangers in the State Forest and Park Service shall receive a salary increase in the same percentage as the salary increase received by Natural Resources police officers. Such increases shall occur on the same dates as detailed in Section 2 above.

Section 4.

Deputy State Fire Marshals shall continue to be covered by the Salary Schedule attached to this MOU as Appendix A-7.

Section 5.

All other Police Officers represented by SLEOLA shall continue to be covered by the Salary Schedule attached to this MOU as Appendix A-8.

Section 6.

All Bargaining Unit employees shall receive any budgeted step increases during either July or January of each fiscal year, based on the implementation rules adopted by the parties on July 1, 2000. In general terms, these rules provide that employees whose Enter on Duty date falls from January 1 through June 30 will receive their annual step increase each year effective on January 1 and employees whose Enter on Duty date falls from July 1 through December 31 will receive their annual step increase each year effective on July 1.

Section 7. Shift Differential

All bargaining unit employees shall receive one dollar and fifty cents (\$1.50) per hour shift differential for qualifying shifts as defined in State regulations (COMAR) in effect as of the date of this MOU.

Section 8. Clothing Allowance

All bargaining unit employees shall receive \$1,330 per fiscal year for clothing allowance. The clothing allowance shall be payable in installments at the rate of one-half the total amount in the first full pay period in July and the first full pay period in January. The current payment schedule utilized for NRP shall be maintained.

Section 9. Differential for Field Training Officers

Bargaining unit members who are requested to serve as Field Training Officers (FTO) by a supervisor shall receive an additional \$2 per hour pay differential for hours worked in an FTO capacity.

Section 10. Deputy Fire Marshals Classifications and Pay Grades

The classification of Deputy State Fire Marshal was increased by one grade and a new classification of Deputy State Fire Marshal Lead was created effective July 1, 2008.

Prior to July 1, 2008		As of July 1, 2008	
Class	Grade	Class	Grade
Dep State Fire Marshal I	0096	Dep State Fire Marshal I	0097
Dep State Fire Marshal II Explos.	0097	Dep State Fire Marshal II Explos.	0098
Dep State Fire Marshal II Insp. & Inv.	0097	Dep State Fire Marshal II Insp. & Inv.	0098
		Dep State Fire Marshal III	0099

Section 11. State Police Classifications and Pay Grades

The classification of State Police employees covered by this MOU shall changed as follows and two new classifications, Trooper Candidate and Senior Trooper, shall be created effective June 30, 2011. The ranks of Trooper Medic and Trooper Pilot will be eliminated. The base salary for a Trooper Candidate will be \$40,000 until graduation from the State Police Academy.

A Trooper Candidate is defined as an employee of the Maryland State Police who has been hired to be a Maryland State Trooper from the day he/she enters the Maryland State Police Academy until the day before he/she graduates from the Maryland State Police Academy.

A Senior Trooper is defined as a sworn member of the Maryland State Police who has completed 10 years of employment with the Maryland State Police and has been promoted to this rank by the Superintendent.

Prior to June 30, 2011		As of June 30, 2011	
Class	Grade	Class	Grade
Trooper	1050	Trooper Candidate	1050
Trooper First Class	1051	Trooper	1051
Corporal	1052	Trooper First Class	1052
Sergeant	1053	Senior Trooper	1053
First Sergeant / Detective Sergeant	1054	Corporal	1054
Vacant	1055	Sergeant	1055
Lieutenant	1056	First Sergeant / Detective Sergeant	1056
Captain	1057	Lieutenant	1057
Major	1058	Captain	1058
Lieutenant Colonel	1059	Major	1059
Trooper Medic	1060	Lieutenant Colonel	0060
Trooper Pilot	1061		

Section 12. Natural Resources Police Classifications and Pay Grades

The classification of Natural Resources Police employees covered by this MOU shall changed as follows and two new classifications, Officer Candidate and Senior Officer, shall be created effective June 30, 2011. The base salary for an Officer Candidate will be \$40,000 until graduation from the Natural Resources Police Academy.

An Officer Candidate is an employee of the Maryland Natural Resources Police who has been hired to be a Natural Resources Police Officer from the day he/she enters the natural Resources Police Academy until the day before he/she graduates from the Natural Resources Police Academy.

A Senior Officer is a sworn member of the Natural Resources Police who has completed 10 years of employment with the Natural Resources Police and has been promoted to this rank by the Colonel or Superintendent.

Prior to June 30, 2011		As of June 30, 2011	
Class	Grade	Class	Grade
Officer	1080	Officer Candidate	1080
Officer First Class	1081	Officer	1081
Corporal	1082	Officer First Class	1082
Sergeant	1083	Senior Officer	1083
Chief Pilot	1084	Corporal	1084
Lieutenant	1085	Sergeant	1085
Captain	1086	Lieutenant	1086
Major	1087	Captain	1087
Chief	1088	Major	1088
Superintendent	1089	Chief	1089
Pilot	1091	Superintendent	0090

Section 13. Bilingual Pay

Where the Employer currently pays bilingual pay or bonuses, it shall continue to do so. The Employer retains discretion to initiate bilingual pay or bonuses. The minimum bilingual bonus or hourly equivalent is \$25 per pay period. The Employer may not require an employee to use bilingual skills without paying the appropriate bonus or pay.

Section 14. Pension

The State will maintain in effect the current provisions of the State Police Retirement System and the Law Enforcement Officers' Pension System (LEOPS).

Section 15. State Police Trooper / Flight Paramedics & Trooper Pilots - Flight Pay

Effective July 1, 2010 the following modifications to the existing "Trooper / Flight Paramedic" pay plan will take place:

1. The MSP Salary Scale pay grade 60 will be eliminated.
2. All MSP Aviation Command Flight Paramedics in Flight Crew Status will receive \$5,500 additional compensation in the form of flight pay.
3. Flight crew status will be determined by local Special Order.
4. This provision is contingent upon approval of the State Emergency Medical Services Board.

Effective July 1, 2010 the following modifications to the existing "Trooper / Pilot" pay plan will take place:

1. The MSP Salary Scale pay grade 61 will be eliminated.
2. All MSP Aviation Command Pilots in Flight Crew Status will receive \$5,500 additional compensation in the form of flight pay.
3. Flight crew status will be determined by local Special Order.
4. This provision is contingent upon approval of the State Emergency Medical Services Board.

Any qualified flight paramedic or pilot who is voluntarily transferred or promoted from the Aviation Command or who is administratively transferred out of the Aviation Command will no longer receive flight pay. Those members who are transferred to the Special Operations Division as Tactical Paramedics will continue to receive flight pay as long as they maintain flight crew status.

16. Interest Arbitration

The parties agree to the interest arbitration procedures attached to this MOU as Appendix A-9..

ARTICLE VII – INSURANCE AND BENEFITS

Section 1. Medical Plans

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

Section 2. Expanded Dependent Coverage

Effective July 1, 2008, the State shall offer dependent health benefits up to the age of 25, provided that:

1. The child dependent is either:
 - a) the natural child, stepchild, adopted child or grandchild of the insured;
 - b) a child placed with the insured for legal adoption;
 - c) a child who is entitled to dependent coverage under IN §15-403.1; or
 - d) a dependent within the terms or COMAR 17.04.13.03B(11) but for the age limitation.
2. The child dependent is unmarried;
3. The child dependent is under the age of 25; and
4. The child dependent is either:
 - a) a "qualifying child" of the insured, as that term is defined in 26 U.S.C. §152(c); or
 - b) a "qualifying relative" of the insured, as that term is defined in 26 U.S.C. §152(d), excluding (d)(1)(B).

Section 3. 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 4. 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 5. Transit Subsidy Program

The Employer agrees to provide a free transit program for employees covered under this MOU. This program will include all Baltimore / Metro buses, Light Rail, Subway and Commuter Bus Lines No. 120, 150, 160 and 210 and all other systems and lines included in the current program.

ARTICLE VIII – DISPUTE RESOLUTION PROCEDURE

Subject to any limitations of existing law, disputes concerning the interpretation or application of this MOU (including appendices hereto) involving the Maryland State Police will be resolved pursuant to the dispute resolution procedure set forth in Chapter 4, Section XXII of the Department's Administrative Manual. Said procedure shall be incorporated by reference in this MOU and shall be treated as if it were part of this MOU.

Subject to any limitations of existing law, disputes concerning the interpretation or application of this MOU (including appendices hereto) involving employees of any other State departments / agencies covered by this MOU will be resolved pursuant to the following 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 the MOU. Disciplinary appeals or grievances otherwise appealable through procedures established by law or regulation are not subject to this procedure.

Section 2. Procedure

Complaints regarding the MOU shall be presented and adjusted in the following manner:

Step One

Within 15 days after the event giving rise to the complaint or within 15 days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and/or the Union representative shall discuss the dispute with the employee's immediate supervisor. The Supervisor shall attempt to adjust the matter and respond orally to the employee and/or the Union representative within three (3) 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 appointing authority and/or designee within seven days after receiving the step one response. A Union representative must sign the complaint. The appointing authority or designee shall meet with the employee and the employee's Union representative and render a decision in writing no later than twenty (20) days after receiving the complaint.

Step Three

If the complaint has not been settled at step two, a written complaint may be filed with the Head of the Principal unit within seven days after receipt of the answer at step two. The Head of the Principal Unit or designated representative shall meet with the employee and the Union representative and render a written decision within twenty (20) days after receiving the written appeal. When the appointing authority is also the Head of the Principal unit, this step shall be skipped and the step two decision shall be appealed directly to step four.

Step Four

If the dispute has not been settled at Step Three, SLEOLA's President, or designee, may file a written complaint with the Secretary of the Department of Budget and Management, or designee, within thirty (30) days of the Step Three response. If the Secretary, or designee, does not concur with the decision rendered at Step Three of the procedure, the Secretary, or designee, shall render a decision that is binding on the unit. If the Secretary, or designee, concurs with the Third Step decision, the Secretary, or designee, may refer the matter to fact-finding within thirty (30) days. 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.

When fact-finding is invoked, the Union 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 the first name.

The fact-finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to the parties 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 fails to pursue any step within the time limits provided, he/she shall have no further right to continue to seek resolution of that dispute.

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.

- B. 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.
- C. Each agency shall provide the Union with a list (including telephone number, fax number and mailing address) of its appointing authorities and Heads of Principal units (or designees).
- 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 Executive Director of the Office of Personnel Services and Benefits. An employee's complaint must be signed by a Union representative of SLEOLA.

- E. Stewards and Union representatives referred to in this procedure shall be granted reasonable time off with pay to process grievances 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 of the agency. 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 IX – LEAVE WITH PAY

Section 1. Personal Leave

Employees shall be entitled to six (6) days (not to exceed 48 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 State Personnel & Pensions Article §9 -304.

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 principal unit may allow the employee compensation, at the employee's regular rate of pay, for those excess leave days.

The head of a principal unit may approve a request for compensation only if:

- A. the appointing authority documents the unusual administrative reasons for having denied the employee the use of annual leave; and
- B. funds are available for that purpose.

Section 4. Payment Upon Separation

An employee or an employee's estate, will be paid for:

- A. the number of days of annual leave, not exceeding 50 days or 400 hours that were accrued at the end of the previous calendar year and that remain unused; and
- B. the number of days of annual leave that accrued during the calendar year in which the employee's State employment terminates and that remain unused upon termination of state service at the time that the employee receives his / her pay check for the final period of work or the next pay period.

Section 5. Sick Leave

Employees shall earn fifteen (15) days or one hundred twenty (120) hours of sick leave each year. Employees shall earn 1.5 hours of sick leave for every 26 hours worked in non-overtime status. For this purpose, all paid leave will be considered work time. There is no limit on the number of days of sick leave an employee can accrue.

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

A maximum of five (5) working days may be charged to sick leave in the event of the death of one of the following members of the immediate family: spouse, children, foster-children, step-children, parents, step-parents, foster-parents of employee or spouse or others who took the place of parents, legal guardians of employee or spouse, brothers and sisters of employee or spouse, grandparents and grandchildren of employee or spouse, other relatives living as a member of the employee's household.

A maximum of one (1) working day may be charged to sick leave in the event of the death of one of the following relatives: aunts and uncles of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee's spouse and sons-in-law and daughters-in-law.

The employee may elect to receive up to three (3) days of bereavement leave in lieu of three (3) of the five (5) sick days upon the death of the following family members: spouse, children, foster-children, step-children, parents, step-parents, foster-parents, brothers or sisters, or grandparents and grandchildren of the employee.

If additional time is required by the employee, the Employer shall make reasonable efforts to arrange the work that the employee may take other accrued leave for this purpose.

Section 9. Military Leave

Any employee who is a member of a reserve component of the Armed Services or in the organized militia shall be permitted military leave with pay for up to fifteen (15) working days per year for training or active duty. In addition, any employee who is a member of a reserve component of the Armed Services and is ordered to active duty for more than fifteen (15) days shall receive paid leave in accordance with State Personnel and Pensions Article §9-1107. Also, any employee who is a member of the organized militia and is ordered to active duty for more than fifteen (15) working days shall receive paid leave in accordance with Public Safety Article §13-707. To be eligible, the employee must provide the employing agency with a copy of the orders from his / her unit.

Section 10. Salary Reduction Days

In accordance with Executive Order 01.01.2010.11, all bargaining unit members who were affected by the Fiscal Year 2011 State Employees' Furlough and Temporary Salary Reduction Plan will be credited with Administrative Leave Days on June 30, 2011 as follows:

- A. Members who were earning less than \$40,000 in Fiscal Year 2010 will receive three Administrative Leave Days.
- B. Members who were earning \$40,000 or more in Fiscal Year 2010 will receive five Administrative Leave Days.

Use of Administrative Leave shall require prior supervisor approval. This Administrative Leave may be used at any time prior to the employee's separation from employment with the State.

ARTICLE X – 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.
1. Employees may also be granted a leave of absence without pay for up to six (6) months when there is medically documented evidence that an immediate family member for whom the employee is needed to provide direct care has a catastrophic illness or injury.
 - a) Immediate family member will include the spouse of the employee; children including foster and stepchildren of the employee; parents, stepparents, or foster parents of the employee; brothers and sisters of the employee; and grandparents and grandchildren of the employee.
 - b) Catastrophic illness or injury means a condition that is incapacitating or life threatening as certified by a health care provider, as defined in the Family and Medical Leave Act.
- 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. Such employees will be separated from the payroll at this time and will be entitled to reinstatement to any available current vacancy, with their former Appointing Authority, for which they qualify at their current, or lower classification.
1. 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 Appointing Authority of their ability to return to work, they shall be placed on the State's reinstatement list for all classes for which the employee qualifies for the remainder of their reinstatement period. The Employer will grant, or deny, such request on a fair and equitable basis.

Section 2. Suspension Without Pay

The State 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.

ARTICLE XI – HOLIDAYS

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
- American Indian Heritage Day (Day After Thanksgiving)
- 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.

ARTICLE XII – 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 the Union 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. Nothing in this Article requires the Employer to take any corrective actions, and matters raised herein are not subject to the Dispute Resolution Procedures.

ARTICLE XIII – REDUCTION IN FORCE

Section 1.

Reduction in force will be conducted pursuant to applicable laws. The Employer agrees that prior to deciding a layoff or a separation for lack of appropriations, the Employer will consider all of its reasonable alternatives. Prior to imposing a layoff or a separation for lack of appropriations, the Employer will meet with the Union in an effort to develop appropriate arrangements for affected employees.

Section 2.

Through the term of this Memorandum of Understanding, there shall be no (a) layoff, as described in the State Personnel and Pension Article, Title 11, Subtitle 2, of bargaining unit employees, or (b) termination or separation from State service as described in the State Personnel and Pensions Article, Title 11, Subtitle 3, of bargaining unit employees.

ARTICLE XIV – 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. Preservation of Benefits

The Employer agrees not to make changes to State statutes, administrative rules, regulations, guidelines, or policies that are mandatory subjects of bargaining per the law until negotiated in accordance with the article on Mid-Contract Negotiations, Article XVII.

ARTICLE XV – WORK STOPPAGES

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

ARTICLE XVI – 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, the Motor Vehicle Division and the Professional Policing Division. Records of previous discipline not found in the Internal Affairs Unit, the Motor Vehicle Division, the Professional Policing Division 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. Work Files

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

ARTICLE XVII – MID-CONTRACT NEGOTIATIONS

Section 1.

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 affecting bargaining unit employees not specifically covered by this MOU. 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 expressly agrees not to propose changes in working conditions that are mandatory subjects of bargaining to the General Assembly that have not been subject to the bargaining process described in this Article.

Section 2.

The obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees. The minimum notice to the Union of an intended change in working conditions is thirty (30) days. If required to meet a legislative mandate or an emergency situation, management will notify the Union as soon as possible. The Union may request bargaining within this thirty (30) day period and shall submit proposals in response to the Employer's intent to change working conditions within ten (10) days of its request to bargain.

Section 3.

The Employer may implement its proposed change even if after the conclusion of good faith negotiations there has not been mutual agreement, or as required to meet a legislative mandate; or in an emergency situation declared by the Governor.

This area intentionally left blank. Continued on next page.

ARTICLE XVIII – PROVISIONS APPLICABLE TO PARTICULAR AGENCIES

Section 1. PROVISIONS APPLICABLE TO MARYLAND STATE POLICE

A. Secondary Employment

The Department will allow the use of safety equipment (specifically side arm, body armor and radio) during authorized secondary employment.

B. Study Committees

The parties will establish an *ad hoc* committee as a work group of the LMC to discuss the manpower staffing per shift at barracks. Recommendations from the committee will be submitted to the Superintendent within six (6) months of the *ad hoc* committee's first meeting.

C. Labor-Management Committee

With regard to the LMC, the Department and SLEOLA will establish and maintain an LMC as follows:

The parties will establish within the Department a joint LMC consisting of five members appointed by SLEOLA and five members appointed by the Employer. The committee will meet at least monthly except by majority consent of the committee. It will consider, evaluate, and if in agreement, make recommendations to and / or advise the Superintendent of State Police and / or his designee with respect to matters bearing upon the economy, efficiency or other improvement in departmental operations and / or upon 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. SLEOLA representatives will be deemed to be in on-duty status while attending such meetings.

The parties will exchange agenda items at least one week prior to the meeting. The Department LMC may establish permanent or *ad hoc* subcommittees. In order to provide for a full discussion of issues, in addition to the number of representatives described herein, and upon prior notification, the Union may have up to three Union Representatives who are not on release time attend the LMC meetings. The Employer may also have up to three additional representatives. Exceptions may be made upon agreement of both parties.

D. DROP Labor Management Committee

The parties will continue discussions regarding the DROP.

E. State Committees

A SLEOLA representative shall be appointed to all labor-management committees at the State level that involve wages, hours and other terms and conditions of employment of State employees.

F. Wellness Program

With regard to the side letter on the Wellness Program:

- (a) There shall be no discipline or sanctions connected with such program.
- (b) Participation to the extent agreed to in the side letter shall be mandatory, but compliance with performance in the FIT program shall be voluntary.

G. Split Shifts

Members of the bargaining units will not be required to work any split shifts except in emergency situations.

H. Scheduling of Discretionary Overtime

Off-duty overtime assignments (e.g., State Highway Administration construction details, escorts, Motor Vehicle Administration security, 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.

I. Schedule Changes for Educational Purposes

The Employer encourages those employees who wish to pursue further education and / or training in addition to programs provided by the Employer. Bargaining unit members shall be permitted to trade shifts and / or days off with the other members in order to attend non-departmental education or training programs. The trading of shifts and / or days off will be by mutual agreement of the involved employees and the supervisor who is responsible for maintaining the installation schedule (the scheduling supervisor) and shall not be unreasonably denied. In the event that an employee seeking to trade a shift is unable to find another employee with whom he can trade, the employee may request the assistance of the scheduling supervisor to accommodate a change of shift if it does not adversely impact manpower at the installation.

J. Take Home Vehicles/Off-Duty Use

The Employer will provide each bargaining unit member a vehicle that is appropriate for the employee's duty assignment, for commuting purposes and off-duty use, based on vehicle availability. The Employer may implement restrictions for off-duty usage but agrees that generally, off-duty use will not be restricted to less than 25 miles from the employee's home or work location. This section will not be construed to limit the Employer's right to restrict or eliminate off-duty or commuting vehicle use for a specific employee for disciplinary or performance reasons.

K. Acting Pay

Any employee (the "acting employee") who is required to assume duties that are normally performed by an employee of higher rank shall receive pay at the rank that is one grade above the grade that the acting employee currently occupies. For employees who are assigned to barracks, acting pay will be paid to: (1) any TFC at any barrack who, in the absence of a Corporal on his / her workgroup, is designated as an "Acting Corporal" by his / her commander; (2) any Corporal who supervises a workgroup at a barrack when no Sergeant is assigned to that workgroup; (3) any Sergeant who supervises the Criminal Investigation Section at any barrack that had a Detective Sergeant in that position on or after January 1, 2010; (4) any Sergeant who assumes the responsibilities of the barrack First Sergeant; (5) any First Sergeant or Detective Sergeant who assumes the responsibilities of a barrack Lieutenant. Employees who are not assigned to barracks may be paid acting pay upon written request and confirmation by his / her commander or director that he / she is in an acting capacity and that request is approved by the bureau chief. The acting employee shall only receive acting pay if required to assume these duties for at least 20 continuous work days. The employee must meet the minimum requirements for the rank in which acting capacity pay is authorized. An employee who does not meet the minimum requirements for the rank in which acting capacity pay is authorized shall not be moved into a position to avoid paying acting capacity pay. Employees may not be rotated into and out of vacant positions to avoid paying acting 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.

L. Ten Hour Shifts / Alternative Work Schedule

Pursuant to the side letter dated September 21, 2009 the 10-Hour Alternative Work Schedule (AWS) Pilot Program that is in place at the Salisbury Barrack, Rockville Barrack, Bel Air Barrack, La Plata Barrack, JFK Memorial Highway Barrack and Cumberland Barrack shall continue until June 30, 2011. As the Quarterly Evaluations are completed by FOB, the Employer will provide the Union with a copy of the data submitted by the pilot barracks and a copy of the Quarterly Evaluation. All sworn personnel at the remaining barracks who are eligible to participate in the AWS shall be surveyed to determine their interest in participating in the AWS no later than September 30, 2010. Those barracks at which $\frac{2}{3}$ or more of the eligible employees vote to participate in the AWS will be designated "Expansion Barracks." Unless the employer documents specific negative outcomes that are directly attributable to the AWS, the AWS shall be implemented at all Expansion Barracks no later than June 30, 2011. If the employer fails to document specific negative outcomes that are directly attributable to the AWS prior to June 30, 2011, the AWS will, on that date, no longer be considered to be a "Pilot Program" and will be deemed to be the default schedule of those barracks that have voted to adopt the AWS. Management retains the right to establish different work shifts in the event the AWS is determined to have documented negative impact in the future. The proposal to change established shifts will be handled through the mid-contract negotiation clause of this contract.

M. Schedule Changes

Schedules will not be changed with less than 48 hours notice to avoid paying overtime for an appearance in court on official duty by that employee or another trooper, unless the employee agrees to the change. In the event that a member's schedule is changed, the employee shall be entitled to Premium Pay for the duration of the shift that is changed. In the event that a member's schedule is changed, consistent with manpower requirements, the scheduling supervisor shall make a reasonable attempt to add an additional day off prior to or after other scheduled days off.

N. "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 16 hours apart. For employees working the Alternative Work Schedule (AWS), "doubling back" occurs when the scheduled ending time of one shift and the scheduled starting time of the next shift are less than 14 hours apart. When doubling back occurs, an employee shall receive Premium Pay at his / her hourly rate 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.

O. Court Overtime Fund

The Department will establish a court overtime fund. The purpose of the fund is to provide overtime to minimize last minute schedule changes or to avoid changing pre-established schedules.

P. Schedule-Specific Funding

For FY 11, MSP shall allocate \$100,000 for these provisions. The parties agree that paragraphs M, N and O in this section are interrelated and that when allocated funds are exhausted, prior scheduling practices and pay rules will be in effect.

Section 2. PROVISIONS APPLICABLE TO DEPARTMENT OF NATURAL RESOURCES POLICE

A. Labor Management Committee

- (1) Will schedule meetings at least monthly with any variance to that schedule being mutually agreed upon by the Union and the Employer.
- (2) An equal number of Union and Employer members will be present at each meeting unless mutually agreed upon by the Union and the Employer prior to the start of the LMC meeting.
- (3) SLEOLA will designate Union representatives from its affiliated organization(s).
- (4) SLEOLA will designate Co-Chair of Committee.
- (5) Members will be deemed in duty status while attending LMC (no overtime).

B. Overtime

Cash overtime employees may elect compensatory time in lieu of cash payment subject to the Employer's approval. 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.

C. Safety and Health

The Employer shall provide the employees with information of potential health hazards to which they may have routine workplace exposure including communicable diseases and infestations. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, special precautions and recommendations for immunization where appropriate.

- (1) The Employer will make available through Health Insurance, or other means, the testing for exposure to and vaccination for the following occupational diseases: Lyme's Disease, Rabies, Hepatitis B and HIV.
- (2) The Employer will provide each employee insect repellent and sun block lotion.

- (3) All marked marine outboard vessels will be equipped with adequate sunscreens (e.g., T-tops or canopies).

D. Police Work

The Employer agrees that officers will not be required to do maintenance on vehicles or vessels that is normally performed by specially trained and / or certified personnel. However, officers will perform pre-patrol maintenance checks and routine safety maintenance.

E. Uniforms

- (1) The Employer agrees to provide an initial supply of uniforms at no cost to the employee which shall include:
 - a. (3) Long Sleeve Shirts
 - b. (3) Short Sleeve Shirts
 - c. (3) Winter Pants
 - d. (3) Summer Pants
 - e. (4) Long Sleeve Utility Shirts
 - f. (4) Short Sleeve Utility Shirts
 - g. (4) Utility Pants
- (2) The Employer agrees that after the first eighteen (18) months of employment and upon request, the Employer will provide up to two (2) replacement summer uniforms (shirts and pants only), two (2) replacement winter uniforms (shirts and pants only), two (2) replacement Long Sleeve Utility Shirts, two (2) replacement Short Sleeve Utility Shirts, and two (2) replacement Utility Pants per year at a one for one exchange at no cost to the employee.
- (3) The Employer agrees to continue the practice of providing each employee with three (3) departmental badges (2 shirt badges and 1 flat wallet badge).
- (4) The Employer shall inspect all body armor annually, and any body armor that is identified to be defective or unserviceable, shall be replaced. Body armor will routinely be replaced in accordance with manufacturer's specifications.
- (5) The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

F. Alternative Work Days

- (1) An employee may elect to split a shift subject to the approval of his/her supervisor. When the shift is split, the employee will not be paid for any time not actually worked between shifts.
- (2) The Employer agrees that it will consult with the Union before implementing any change to its current policy on flexible shifts. All flexible shift arrangements are subject to supervisor approval.
- (3) Schedules will not be changed to avoid paying overtime for an appearance in court on official duty, unless the employee agrees to the change.

G. Field Enforcement Functions

The Agency LMC will review, as needed, and upon the request of either party the, current policy of requiring employees to work with non-employees or non-sworn police officers while performing field law enforcement functions. The issues to be reviewed will include, but not limited to, appropriate service needs, operational needs and safety needs.

H. Secondary Employment

- (1) A law enforcement officer may work not more than 40 hours of secondary employment during a workweek that includes two leave days.
- (2) Employees must be off-duty at least 8 continuous hours prior to returning to work a regular NRP shift.
- (3) Regardless of duty status the next day, employees will only work a maximum of 16 consecutive hours when combining a regularly scheduled shift which includes all hours worked and all off-duty secondary employment hours. On non-duty days employees may work a maximum of 16 hours of off-duty secondary employment.
- (4) Officers will report for duty fully rested and alert, capable of performing the essential functions of a Natural Resources Police Officer and other duties as assigned.

I. Take Home Vehicles

The Employer will provide each sworn bargaining unit member a vehicle that is appropriate for the employee's duty assignment, primarily for commuting purposes, based on vehicle availability. Off-duty usage, other than for commuting purposes or as specifically approved by the Superintendent or his designee, will not be permitted. This section will not be construed to limit the Employer's right to restrict or eliminate off-duty or commuting vehicle use for a specific employee for disciplinary or performance reasons.

J. Union Pin

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

Section 3. PROVISIONS APPLICABLE TO THE MARYLAND CAPITOL POLICE

A. Vacations

With supervisory approval, employees shall be allowed to trade vacations provided thirty (30) days notice is given.

B. Personal Days

The Employer shall not request the reasons for the use of personal leave.

C. Labor Management Committee

The parties agree to establish a Departmental level LMC, which will be comprised of up to four (4) Employer representatives and up to four (4) Union representatives and will meet at least quarterly.

D. Work Related Meetings

The Employer agrees to make a reasonable effort to schedule work-related meetings so employees will be able to attend while they are otherwise on duty.

E. Call Back Pay

Employees who are called to report to work on their regular day off or who have been recalled to work after having left the Employer's premises, shall be guaranteed a minimum of two (2) hours of pay plus travel time at the regular rate of pay or for actual hours worked at the applicable overtime rate, whichever is greater. Employees who are currently guaranteed a minimum of pay greater than two (2) hours shall continue to be paid at the greater minimum. Should the employee be paid for at least eight hours, travel time shall not be paid.

F. Training

The Employer agrees to provide pepper spray training for all personnel.

G. Union Pin

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

Section 4. PROVISIONS APPLICABLE TO DEPUTY STATE FIRE MARSHALS

A. Study Committee Performance Evaluations

Both parties agree to create a Study Committee within the LMC to study the performance evaluation system.

B. Vehicles

All OSFM vehicles shall be equipped with MSP radios. Vehicles may have repeater units or interoperable radios, where appropriate, and within the constraints of the OSFM budget.

C. Equipment

- (1) The Employer will make every effort to have laptop computers at each regional office.
- (2) MSP will make time lapse VCRs available to the State Fire Marshal's Office on an as needed basis.

D. Training

- (1) The Employer shall provide quarterly in-service training.
- (2) Officers, who request it, would be provided with shotgun training.
- (3) Annual firearms training and qualifications for members of the Office of the State Fire Marshal (OSFM) shall be conducted by instructors who are certified by the Maryland State Police.
- (4) The Employer agrees to the creation of an ad-hoc committee to make recommendations to the Fire Marshal regarding police related in-service training for all members.
- (5) The Employer agrees to provide NCIC training. The training will be provided consistent with mission requirements, available training slots and access to MILES terminals.

E. Transfer Requests

Approval of transfer requests will be based on seniority provided the employee has the ability to perform the job.

F. Filling of Acting Vacancies

Filling of short term acting vacancies will be by rotation among those eligible for promotion to such rank.

G. Schedule

If a work schedule is changed with less than 5 days notice, absent an emergency situation, overtime shall be paid for such hours. An emergency is defined as a declared State of Emergency, elevated alert status above yellow, unpredictable events having significant public safety ramifications, tornadoes, floods, hurricanes, major fires, explosions, WMD events, train derailments and other disasters natural, or man-made. Pre-scheduled events when the State Fire Marshal has more than 5 days notice will generally not meet the definition of an emergency.

H. Staffing

The Employer agrees to provide sufficient manpower to properly accomplish criminal investigations as determined by the Fire Marshal, or his designee.

Section 5. PROVISIONS APPLICABLE TO DEPARTMENT OF HEALTH AND MENTAL HYGIENE (DHMH) POLICE

A. Initial Supply of Uniforms and Replacement

- (1) Initial supply of uniforms at no cost to the employee shall include:
 - a. 5 long sleeve shirts
 - b. 5 short sleeve shirts
 - c. 5 pairs of pants
 - d. Coat
 - e. Head Cover
- (2) Each year the following replacement uniforms will be provided:
 - a. 2 long sleeve shirts
 - b. 2 short sleeve shirts
 - c. 2 pairs of pants
- (3) Other replacement uniforms may be requested to replace damaged uniforms if the damaged uniform is returned.
- (4) The Employer will provide two badges.

B. Office

The Employer will provide an office, which is of a size reasonably sufficient to allow employees to perform their duties.

C. Vehicle

The Employer will provide a State vehicle, when available, for training sessions.

D. Safety

- (1) Only Police Officers will perform police functions. Building Guards shall only:

- (2) perform safety check of interior of buildings,
- (3) monitor ingress and egress from the building, and
- (4) perform safety checks in the parking lots.
- (5) Employees will be provided with a radio capable of communicating with other police agencies.

E. Study Committee

The Employer agrees to:

- (1) Create a Study Committee to study cooperative agreements with local law enforcement agencies to cover issues such as:
 - a. General jurisdiction.
 - b. Who performs investigations.
 - c. Who handles traffic concerns.
 - d. How and when other agencies assist.
 - e. How and when DHMH assists other agencies.
- (2) DHMH and the SLEOLA LMC is to study the feasibility of standardization of operations and policies at DHMH facilities recognizing that DHMH campuses range from very small to very large and that the command structures are not a single structure. The study of the feasibility of standardization of the following issues should include:
 - a. Standardized operation manual for DHMH Police.
 - b. Standardized description of police duties for all facilities.
 - c. Standardized operating procedures (SOPs) for all DHMH and specific rules for institutions.

F. Union Pin

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

Section 6. PROVISIONS APPLICABLE TO DEPARTMENT OF LABOR, LICENSING & REGULATION (DLLR) POLICE

A. Safety

- (1) The Employer will provide On the Job Training for any employee functioning as a dispatcher.
- (2) The Employer will make arrangements to assure that phones and radios in central communications are monitored at all times.
- (3) If sufficient radios are available, the Employer will allow officers to take radios home. It is the officer's responsibility in such instances to make sure the radio is charged.
- (4) The Employer will provide a Standard Operating Procedure (SOP) for the back up of employees. The Sergeant will provide back up for the employee requesting assistance.

B. Staffing

It is the Employer's intention to utilize bargaining unit members as law enforcement officers and not as building guards, although there may be occasions when such employees cover for building guards for very brief periods of time.

C. Union Pin

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval

Section 7. PROVISIONS APPLICABLE TO MOTOR VEHICLE ADMINISTRATION POLICE

A. Equipment

Police Officers shall be assigned and shall carry weapons.

B. Union Pin

The SLEOLA Union pin may be worn on the official uniform with the Employer's approval.

ARTICLE XIX – 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 the Union shall meet promptly and negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE XX – PUBLICATION OF AGREEMENT

This agreement will be distributed by SLEOLA to SLEOLA members electronically.

ARTICLE XXI – DURATION

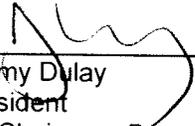
Except as otherwise provided herein, this Memorandum of Understanding shall become effective on July 1, 2010 and remain in effect until June 30, 2013. Either party may provide written notification to the other by November 1, 2010 or by August 1 of each proceeding year of its desire to negotiate a modification or amendment to this MOU. Any such negotiations concerning modification or amendment shall be concluded by December 31 of the year in question.

For the State of Maryland:

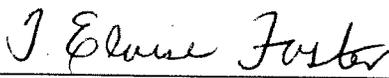
For the State Law Enforcement Officers Labor Alliance:



Martin O'Malley
Governor



Jimmy Dulay
President
Co-Chairman, Bargaining Committee



T. Eloise Foster
Secretary
Department of Budget and Management



Douglas J. Barolo
Co-Chairman, Bargaining Committee



John McDonough
Secretary of State



Cynthia Kollner
Executive Director
Office of Personnel Services and Benefits
Department of Budget and Management

Appendix A-1

SLEOLA Service Fee

1. Amount and Purpose of Service Fee.

- A. On or before July 1 of each contract year, SLEOLA will determine the service fee based on a percentage of its regular expenses for its prior year, said percentage to represent the cost of all services performed by SLEOLA under the Memorandum of Understanding with the State. The fee may include all costs incurred by SLEOLA: (1) in negotiating, administering, and implementing of the terms of the MOU; (2) in providing representation in grievances; (3) in providing representation in disciplinary proceedings and appeals; (4) in the protection of rights available under local, state and federal anti-discrimination laws; and (5) for any other purpose that is lawfully chargeable to employees in the bargaining unit who do not join SLEOLA.
- B. SLEOLA will base its determination of the service fee on an audit or review of its financial records and other documents describing SLEOLA's activities for bargaining unit members and will be guided by the United States Supreme Court decision in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), and other relevant federal and state court decisions. The service fee shall not include the cost of political or ideological activities unrelated to collective bargaining or activities for or benefiting only union members.

Each year, when it determines the service fee, SLEOLA shall follow these guidelines, which guidelines shall be irrefutably presumptive and may not be challenged in any proceeding on the amount of the fee in any year:

- (i) SLEOLA shall not charge nonmembers for costs associated with any affiliation fees and organizing, unless those expenses are chargeable to nonmembers to the extent permitted by §1.A, above.
- (ii) Those costs associated with legislative activities (including lobbying the Maryland General Assembly) and conferences shall be allocated, as between chargeable and non-chargeable expenses, by purpose, and shall be chargeable to nonmembers to the extent permitted under §1.A, above.
- (iii) SLEOLA shall not claim as chargeable (or attempt to collect a fee) any item or items of expense for which there is insufficient documentation to support a charge against nonmembers, or for that portion of its expenses or financial statements as to which Certified Public Accountants express either a qualified or adverse opinion or a disclaimer of opinion.
- (vi) SLEOLA shall engage independent public accountants to audit or review and issue a special report on its allocation of chargeable and nonchargeable costs, consistent with the appropriate audit standards of the American Institute of Certified Public Accountants.

2. Notices to Employees.

On or before July 1 of each contract year, SLEOLA will send written notice to each employee in the unit who is required to pay a service fee under Article IV, Section 16 of the MOU. The notice will inform and disclose to each member of the bargaining unit:

- A. His or her obligation under Article IV, Section 16 of the MOU to pay a service fee;
- B. All procedures described in Article IV, Section 16 of the MOU and this Addendum;
- C. The amount of the service fee and the manner in which it was determined, including financial disclosure of the major categories of SLEOLA expenditures which form the basis for the service fee;
- D. The State's procedure for automatic payroll deduction of the service fee and the transmission of such fee to SLEOLA; and
- E. The employee's option not to pay the fee where the employee holds religious beliefs that are opposed to joining or financially supporting any collective bargaining organization.

3. Pro Rata Portion in Certain Circumstances.

If an employee who is required to pay a service fee under Article IV, Section 16 of the MOU is employed on a part-time basis, or for less than a full contract year, the service fee for that employee for said contract year will be a *pro rata* portion of the annual fee, based on the number of days or proportion of time actually worked during said year rounded to nearest month.

4. Collection of the Service Fee.

The service fee will be collected by direct payroll deduction made bi-weekly, out of wages, in installments that are as equal as practicable. Collections shall begin, each fiscal year, no earlier than the first full payroll period in the month of July.

5. Exclusions.

- A. The obligation to pay a service fee will not apply to an employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization. In order to be eligible under this Subsection for an exemption from the obligation to pay a service fee for any contract year, an employee must:
- (1) Submit to SLEOLA and the State prior to July 1 of each contract year, or within thirty (30) days after being hired into a bargaining unit position, whichever is later, a written statement setting forth the basis of his or her religious beliefs.
 - (2) During said contract year, pay an amount equal to the service fee to a charitable organization exempt from taxation under §501(c)(3) of the Internal Revenue Code; and
 - (3) Prior to the end of said contract year furnish to SLEOLA and the Department of Budget and Management written proof of such payment.

6. Information and Disputes.

- A. Within ten (10) days after the end of each calendar month, the State will submit to SLEOLA a list of all employees who are newly hired into unit positions during the previous month.
- B. Any dispute between SLEOLA and the State as to the meaning or application of Article IV, Section 16 of the Agreement or as to this Appendix or as to the administration of the service fee will constitute a complaint within the meaning of the dispute resolution procedure in Article VIII of this MOU, and will be processed accordingly. However, any objection by an employee who is required to pay a service fee shall be handled between the objecting employee and SLEOLA in a manner described in paragraph 7 of this Appendix.

7. Objection Procedure and Escrow Provisions.

- A. Any employee who is obligated to pay a service fee as described herein shall have the right to object and dissent from the amount of the service fee, including the manner in which the amount of the service fee was determined; the calculations involved; and the financial information upon which the service fee was based. Such objections shall be handled exclusively as provided under this section of the Appendix.
- B. Within thirty (30) days after receipt of the notice described in paragraph 2 above, the affected employee shall file a written statement of objection with SLEOLA. A letter stating the employee's objection shall be sufficient. However, any objection not filed within thirty (30) days shall be deemed to have been waived as not timely filed. Any objection to the amount of computation of the fee in any contract year must be filed within thirty (30) days after notice of that fee, as provided in Article IV, Section 16C of this MOU, and in paragraph 2 of this Appendix, is received.
- C. A dissenting employee timely filing his or her own written objection shall be entitled to have his or her objection expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected

either pursuant to the Rules for Impartial Determination of Union Fees established by the American Arbitration Association (AAA) or by the Federal Mediation and Conciliation Service (FMCS). The dispute shall be resolved as follows:

- (1) The employee's objection to the amount of the fee must be in writing, and must be mailed to SLEOLA at:

SLEOLA
PO Box 6647
Annapolis, MD 21401

- (2) SLEOLA initially may answer the objections of all employees in a single written response, but such response shall be mailed or delivered within thirty (30) days after the objections period that is referred to in paragraph 7B of this Appendix has expired.
 - (3) If no resolution is reached, SLEOLA will request either the AAA or the FMCS to provide the name of an independent arbitrator with prior experience in the arbitration of disputes concerning service fees.
 - (4) The objecting employees and SLEOLA shall each be solely responsible for their own attorney's fees and other representation costs.
 - (5) The arbitrator shall consolidate the objections of all employees and shall issue one opinion to determine their claims. To the extent permitted by law, the decision of the arbitrator shall be final and binding on all objecting employees and SLEOLA.
 - (6) The arbitrator shall be limited in authority to rule upon the issues properly presented with regard to the lawfully chargeable amount of the service fee. The arbitrator may refer to and rely on existing legal authority on agency or service fees outside of the MOU when ruling on the amount of the fee.
- D. Written notice of objection by an employee shall not relieve the employee of the obligation to pay the service fee. However, immediately upon receipt of the notice of objection, SLEOLA shall place the amount of the objecting employee's service fee which is in dispute in an escrow fund and shall continue to place the challenged portion of service fee in escrow until the objection is resolved.
- E. The escrow fund shall be maintained by SLEOLA at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. SLEOLA shall not withdraw or convert monies in the fund until the receipt of the opinion of the arbitrator, and then only in accordance with that decision.
- F. SLEOLA shall furnish objecting employees with verification of the terms of the escrow arrangement and, on reasonable request, the status of the fund as reported by the bank.
- G. When issuing a decision and award, the arbitrator shall determine the disbursement of the disputed service fee held in escrow and SLEOLA shall not release the funds to its general account or to an objecting employee except by direction of an arbitrator or by mutual agreement of SLEOLA and the objecting employees.

Appendix A-2

NON REDUCED SALARY SCALE Annual Rates Effective June 30, 2010

MSP/NRP	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
59/89	\$77,901	\$82,075	\$86,503	\$91,181	\$96,157	\$97,920	\$99,710	\$101,659	\$104,598	\$106,628	\$108,698	\$110,806	\$112,958	\$115,153	\$117,390	\$119,675	\$122,005	\$124,382	\$126,806
58/88	\$72,720	\$76,614	\$80,713	\$85,047	\$89,653	\$91,285	\$92,945	\$94,758	\$97,561	\$99,446	\$101,372	\$103,336	\$105,338	\$107,382	\$109,464	\$111,588	\$113,755	\$115,967	\$118,223
57/87	\$67,859	\$71,508	\$75,354	\$79,372	\$83,633	\$85,144	\$86,679	\$88,367	\$91,043	\$92,798	\$94,591	\$96,418	\$98,283	\$100,184	\$102,123	\$104,102	\$106,118	\$108,177	\$110,275
56/86	\$63,354	\$66,726	\$70,312	\$74,108	\$78,054	\$79,455	\$80,877	\$82,451	\$85,009	\$86,645	\$88,314	\$90,019	\$91,753	\$93,524	\$95,330	\$97,171	\$99,052	\$100,967	\$102,923
55/85	\$59,183	\$62,308	\$65,628	\$69,139	\$72,866	\$74,189	\$75,507	\$76,972	\$79,419	\$80,944	\$82,498	\$84,085	\$85,703	\$87,353	\$89,035	\$90,751	\$92,501	\$94,287	\$96,109
54/84	\$54,045	\$57,051	\$60,242	\$63,619	\$67,203	\$68,561	\$69,767	\$71,145	\$73,524	\$74,946	\$76,382	\$77,845	\$79,337	\$80,860	\$82,412	\$83,996	\$85,610	\$87,259	\$88,939
53/83	\$50,337	\$53,115	\$56,069	\$59,198	\$62,516	\$63,691	\$64,888	\$66,172	\$68,449	\$69,783	\$71,143	\$72,532	\$73,945	\$75,365	\$76,810	\$78,280	\$79,781	\$81,312	\$82,872
52/82	\$46,909	\$49,472	\$52,208	\$55,104	\$58,174	\$59,265	\$60,371	\$61,564	\$63,749	\$64,989	\$66,254	\$67,542	\$68,859	\$70,199	\$71,567	\$72,964	\$74,382	\$75,806	\$77,256
51/81	\$43,795	\$46,131	\$48,631	\$51,311	\$54,153	\$55,164	\$56,188	\$57,295	\$59,396	\$60,549	\$61,725	\$62,923	\$64,146	\$65,394	\$66,665	\$67,962	\$69,284	\$70,633	\$72,009
50/80	\$40,989	\$43,092	\$45,364	\$47,801	\$50,432	\$51,369	\$52,312	\$53,343	\$55,364	\$56,436	\$57,528	\$58,644	\$59,782	\$60,940	\$62,124	\$63,332	\$64,561	\$65,814	\$67,092
61/91	\$52,193	\$55,085	\$58,154	\$61,411	\$64,860	\$66,082	\$67,327	\$68,658	\$70,985	\$72,372	\$73,782	\$75,203	\$76,643	\$78,112	\$79,609	\$81,137	\$82,696	\$84,285	\$85,907
60/90	\$48,611	\$51,295	\$54,141	\$57,150	\$60,346	\$61,480	\$62,632	\$63,867	\$66,100	\$67,386	\$68,697	\$70,037	\$71,402	\$72,793	\$74,214	\$75,633	\$77,083	\$78,560	\$80,064

Appendix A-3

MSP/NRP SALARY SCALE PHASE ONE IMPLEMENTATION Annual Rates Effective June 30, 2011

MSP/NRP	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
60/90	\$77,137	\$81,306	\$85,720	\$90,382	\$95,327	\$97,282	\$99,275	\$101,395	\$104,195	\$106,409	\$108,672	\$110,983	\$113,345	\$115,759	\$118,225	\$120,747	\$123,324	\$125,958	\$129,940
59/89	\$72,034	\$75,926	\$80,025	\$84,356	\$88,948	\$90,765	\$92,619	\$94,594	\$97,249	\$99,310	\$101,420	\$103,575	\$105,776	\$108,027	\$110,326	\$112,676	\$115,077	\$117,533	\$121,248
58/88	\$67,253	\$70,896	\$74,737	\$78,763	\$83,026	\$84,715	\$86,436	\$88,278	\$90,796	\$92,719	\$94,685	\$96,694	\$98,747	\$100,845	\$102,989	\$105,180	\$107,419	\$109,708	\$113,173
57/87	\$62,809	\$66,189	\$69,773	\$73,563	\$77,522	\$79,093	\$80,694	\$82,413	\$84,804	\$86,598	\$88,431	\$90,307	\$92,220	\$94,177	\$96,176	\$98,219	\$100,309	\$102,442	\$105,677
56/86	\$54,398	\$57,412	\$60,605	\$63,981	\$67,557	\$69,031	\$70,418	\$71,934	\$74,133	\$75,709	\$77,309	\$78,944	\$80,615	\$82,323	\$84,068	\$85,852	\$87,674	\$89,539	\$92,383
55/85	\$50,724	\$53,520	\$56,486	\$59,623	\$62,943	\$64,258	\$65,601	\$67,015	\$69,106	\$70,582	\$72,090	\$73,633	\$75,207	\$76,801	\$78,428	\$80,088	\$81,786	\$83,522	\$86,173
54/84	\$47,316	\$49,907	\$52,662	\$55,575	\$58,657	\$59,881	\$61,128	\$62,445	\$64,437	\$65,812	\$67,217	\$68,652	\$70,121	\$71,619	\$73,152	\$74,719	\$76,316	\$77,933	\$80,406
53/83	\$44,476	\$46,873	\$49,426	\$52,148	\$55,030	\$56,177	\$57,345	\$58,580	\$60,490	\$61,781	\$63,100	\$64,447	\$65,825	\$67,234	\$68,672	\$70,142	\$71,644	\$73,180	\$75,531
52/82	\$44,176	\$46,557	\$49,093	\$51,797	\$54,659	\$55,797	\$56,955	\$58,180	\$60,081	\$61,361	\$62,670	\$64,007	\$65,373	\$66,771	\$68,197	\$69,655	\$71,145	\$72,668	\$74,992
51/81	\$41,326	\$43,498	\$45,825	\$48,306	\$50,964	\$52,022	\$53,095	\$54,238	\$56,053	\$57,246	\$58,464	\$59,711	\$60,985	\$62,285	\$63,616	\$64,976	\$66,364	\$67,782	\$69,948
50/80	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000

Appendix A-4

MSP/NRP SALARY SCALE PHASE TWO IMPLEMENTATION Annual Rates Effective July 1, 2012

MSP/NRP	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
60/90	\$76,371	\$80,534	\$84,935	\$89,580	\$94,494	\$96,643	\$98,840	\$101,129	\$103,790	\$106,190	\$108,646	\$111,160	\$113,733	\$116,367	\$119,062	\$121,822	\$124,647	\$127,539	\$133,083
59/89	\$71,346	\$75,235	\$79,335	\$83,663	\$88,241	\$90,244	\$92,293	\$94,430	\$96,935	\$99,174	\$101,467	\$103,814	\$106,216	\$108,675	\$111,191	\$113,767	\$116,404	\$119,103	\$124,281
58/88	\$66,644	\$70,282	\$74,118	\$78,153	\$82,416	\$84,284	\$86,193	\$88,189	\$90,549	\$92,639	\$94,779	\$96,970	\$99,212	\$101,508	\$103,857	\$106,262	\$108,723	\$111,244	\$116,079
57/87	\$62,262	\$65,649	\$69,232	\$73,016	\$76,989	\$78,730	\$80,511	\$82,374	\$84,599	\$86,551	\$88,549	\$90,596	\$92,689	\$94,832	\$97,025	\$99,270	\$101,569	\$103,922	\$108,440
56/86	\$54,752	\$57,774	\$60,970	\$64,344	\$67,912	\$69,502	\$71,070	\$72,725	\$74,743	\$76,473	\$78,239	\$80,047	\$81,897	\$83,791	\$85,729	\$87,714	\$89,745	\$91,825	\$95,837
55/85	\$51,113	\$53,927	\$56,904	\$60,049	\$63,372	\$64,827	\$66,316	\$67,861	\$69,765	\$71,384	\$73,040	\$74,737	\$76,472	\$78,241	\$80,051	\$81,902	\$83,798	\$85,738	\$89,484
54/84	\$47,724	\$50,343	\$53,117	\$56,047	\$59,142	\$60,500	\$61,887	\$63,329	\$65,127	\$66,638	\$68,184	\$69,766	\$71,386	\$73,044	\$74,741	\$76,479	\$78,256	\$80,067	\$83,565
53/83	\$45,158	\$47,618	\$50,224	\$52,988	\$55,909	\$57,193	\$58,505	\$59,868	\$61,587	\$63,017	\$64,479	\$65,977	\$67,509	\$69,079	\$70,684	\$72,328	\$74,011	\$75,734	\$79,064
52/82	\$44,559	\$46,985	\$49,557	\$52,284	\$55,167	\$56,432	\$57,724	\$59,068	\$60,768	\$62,176	\$63,618	\$65,094	\$66,604	\$68,151	\$69,734	\$71,354	\$73,012	\$74,710	\$77,984
51/81	\$41,663	\$43,904	\$46,286	\$48,813	\$51,498	\$52,678	\$53,881	\$55,136	\$56,743	\$58,058	\$59,403	\$60,781	\$62,191	\$63,634	\$65,112	\$66,625	\$68,172	\$69,757	\$72,813
50/80	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000

Appendix A-5

MSP/NRP SALARY SCALE FINAL PHASE IMPLEMENTATION Annual Rates Effective April 1, 2013

MSP/NRP	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
60/90	\$75,607	\$79,765	\$84,152	\$88,780	\$93,663	\$96,005	\$98,405	\$100,865	\$103,387	\$105,971	\$108,621	\$111,336	\$114,120	\$116,973	\$119,897	\$122,894	\$125,967	\$129,116	\$136,217
59/89	\$70,660	\$74,547	\$78,647	\$82,972	\$87,536	\$89,724	\$91,967	\$94,266	\$96,623	\$99,039	\$101,515	\$104,053	\$106,654	\$109,320	\$112,053	\$114,855	\$117,726	\$120,669	\$127,306
58/88	\$66,038	\$69,670	\$73,502	\$77,544	\$81,809	\$83,854	\$85,951	\$88,099	\$90,302	\$92,560	\$94,874	\$97,245	\$99,676	\$102,168	\$104,723	\$107,341	\$110,024	\$112,775	\$118,977
57/87	\$61,717	\$65,112	\$68,693	\$72,471	\$76,457	\$78,369	\$80,328	\$82,336	\$84,394	\$86,504	\$88,667	\$90,883	\$93,156	\$95,484	\$97,872	\$100,318	\$102,826	\$105,397	\$111,194
56/86	\$55,105	\$58,136	\$61,333	\$64,706	\$68,265	\$69,972	\$71,721	\$73,514	\$75,352	\$77,236	\$79,167	\$81,146	\$83,175	\$85,254	\$87,385	\$89,570	\$91,809	\$94,104	\$99,280
55/85	\$51,500	\$54,332	\$57,321	\$60,473	\$63,799	\$65,394	\$67,029	\$68,705	\$70,423	\$72,183	\$73,988	\$75,837	\$77,733	\$79,677	\$81,669	\$83,710	\$85,803	\$87,948	\$92,785
54/84	\$48,131	\$50,778	\$53,571	\$56,517	\$59,626	\$61,116	\$62,644	\$64,210	\$65,815	\$67,461	\$69,147	\$70,876	\$72,648	\$74,464	\$76,326	\$78,234	\$80,190	\$82,194	\$86,715
53/83	\$45,839	\$48,360	\$51,020	\$53,826	\$56,786	\$58,206	\$59,661	\$61,153	\$62,681	\$64,248	\$65,855	\$67,501	\$69,189	\$70,918	\$72,691	\$74,508	\$76,371	\$78,280	\$82,586
52/82	\$44,940	\$47,412	\$50,019	\$52,770	\$55,673	\$57,065	\$58,491	\$59,953	\$61,452	\$62,989	\$64,563	\$66,177	\$67,832	\$69,528	\$71,266	\$73,048	\$74,874	\$76,746	\$80,967
51/81	\$42,000	\$44,310	\$46,747	\$49,318	\$52,031	\$53,331	\$54,665	\$56,031	\$57,432	\$58,868	\$60,340	\$61,848	\$63,394	\$64,979	\$66,604	\$68,269	\$69,975	\$71,725	\$75,670
50/80	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000

Appendix A-6

**STATE OF MARYLAND
PARK RANGER SALARY SCHEDULE
Non-Reduced Annual Schedule Effective July 1, 2008**

SCALE	STEP	MID POINT STEP	STEP	STEP	STEP	STEP	STEP	THIRD QUAR TILE STEP	STEP	STEP	STEP	STEP	STEP						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
0062	\$37,855	\$39,757	\$41,788	\$43,936	\$46,288	\$47,123	\$47,972	\$48,915	\$50,850	\$51,831	\$52,832	\$53,854	\$54,895	\$55,955	\$57,038	\$58,144	\$59,272	\$60,420	\$61,591
0063	\$40,316	\$42,368	\$44,574	\$46,965	\$49,536	\$50,443	\$51,374	\$52,384	\$54,386	\$55,439	\$56,514	\$57,607	\$58,723	\$59,863	\$61,025	\$62,207	\$63,415	\$64,647	\$65,904
0064	\$42,960	\$45,222	\$47,646	\$50,274	\$53,058	\$54,039	\$55,042	\$56,127	\$58,204	\$59,335	\$60,484	\$61,659	\$62,858	\$64,077	\$65,322	\$66,594	\$67,890	\$69,212	\$70,562
0065	\$45,879	\$48,358	\$51,018	\$53,843	\$56,843	\$57,907	\$58,980	\$60,145	\$62,302	\$63,513	\$64,747	\$66,007	\$67,292	\$68,601	\$69,938	\$71,300	\$72,690	\$74,107	\$75,525
0066	\$49,090	\$51,801	\$54,672	\$57,720	\$60,947	\$62,091	\$63,251	\$64,498	\$66,745	\$68,043	\$69,370	\$70,720	\$72,099	\$73,507	\$74,927	\$76,361	\$77,822	\$79,315	\$80,834
0067	\$52,704	\$55,628	\$58,735	\$62,022	\$65,504	\$66,742	\$67,996	\$69,339	\$71,681	\$73,080	\$74,502	\$75,928	\$77,382	\$78,865	\$80,380	\$81,921	\$83,496	\$85,099	\$86,738
0068	\$56,601	\$59,761	\$63,116	\$66,665	\$70,430	\$71,763	\$73,120	\$74,561	\$76,958	\$78,433	\$79,940	\$81,476	\$83,041	\$84,636	\$86,266	\$87,926	\$89,619	\$91,346	\$93,108
0069	\$60,819	\$64,229	\$67,851	\$71,689	\$75,728	\$77,137	\$78,569	\$80,096	\$82,605	\$84,194	\$85,813	\$87,465	\$89,152	\$90,870	\$92,623	\$94,410	\$96,234	\$98,096	\$99,995
0070	\$65,370	\$69,056	\$72,955	\$77,050	\$81,355	\$82,880	\$84,431	\$86,075	\$88,704	\$90,414	\$92,159	\$93,936	\$95,753	\$97,602	\$99,490	\$101,415	\$103,380	\$105,382	\$107,426
0071	\$70,290	\$74,267	\$78,407	\$82,793	\$87,440	\$89,087	\$90,762	\$92,534	\$95,291	\$97,134	\$99,012	\$100,928	\$102,882	\$104,877	\$106,909	\$108,982	\$111,097	\$113,255	\$115,455

Appendix A-7

STATE OF MARYLAND
DEPUTY FIRE MARSHAL SALARY SCHEDULE
Non-Reduced Annual Schedule Effective July 1, 2008

SCALE	BASE	STEP	MID POINT STEP	STEP	STEP	STEP	STEP	THIRD QUAR TILE STEP	STEP	STEP	STEP	STEP	STEP						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
0096	\$34,777	\$36,039	\$37,354	\$38,719	\$40,134	\$41,611	\$42,379	\$43,161	\$43,962	\$44,776	\$45,607	\$46,452	\$47,318	\$48,209	\$49,126	\$50,062	\$51,016	\$51,988	\$52,980
0097	\$39,348	\$40,795	\$42,297	\$43,858	\$45,484	\$47,174	\$48,059	\$48,973	\$49,907	\$50,857	\$51,828	\$52,817	\$53,826	\$54,856	\$55,906	\$56,977	\$58,069	\$59,183	\$60,318
0098	\$44,581	\$46,235	\$47,959	\$49,784	\$51,682	\$53,658	\$54,683	\$55,728	\$56,796	\$57,885	\$58,997	\$60,128	\$61,285	\$62,464	\$63,666	\$64,891	\$66,144	\$67,418	\$68,721
0099	\$50,582	\$52,628	\$54,625	\$56,715	\$58,889	\$61,153	\$62,329	\$63,527	\$64,752	\$65,991	\$67,251	\$68,535	\$69,846	\$71,183	\$72,547	\$73,936	\$75,356	\$76,801	\$78,277
0100	\$57,626	\$59,838	\$62,140	\$64,530	\$67,017	\$69,603	\$70,949	\$72,322	\$73,722	\$75,131	\$76,558	\$78,014	\$79,499	\$81,014	\$82,560	\$84,136	\$85,743	\$87,382	\$89,052
0101	\$65,657	\$68,057	\$70,708	\$73,439	\$76,282	\$79,237	\$80,776	\$82,348	\$83,949	\$85,550	\$87,168	\$88,821	\$90,504	\$92,222	\$93,976	\$95,764	\$97,584	\$99,444	\$101,334

Appendix A-8

**STATE OF MARYLAND
POLICE OFFICER SALARY SCHEDULE
Non-Reduced Annual Schedule Effective July 1, 2008**

SCALE	BASE	STEP	MID POINT	STEP	STEP	STEP	STEP	THIRD QUAR TILE	STEP	STEP	STEP	STEP	STEP						
		1	2	3	4	5	6	7	STEP	8	9	10	11	12	STEP	14	15	16	17
0105	\$30,947	\$32,051	\$33,196	\$34,389	\$35,628	\$36,917	\$37,589	\$38,271	\$38,970	\$39,681	\$40,406	\$41,146	\$41,902	\$42,672	\$43,457	\$44,258	\$45,074	\$45,907	\$46,756
0106	\$32,874	\$34,055	\$35,282	\$36,557	\$37,882	\$39,261	\$39,980	\$40,713	\$41,458	\$42,219	\$42,997	\$43,789	\$44,597	\$45,420	\$46,261	\$47,118	\$47,999	\$48,911	\$49,839
0107	\$34,939	\$36,200	\$37,514	\$38,878	\$40,299	\$41,775	\$42,541	\$43,323	\$44,124	\$44,936	\$45,768	\$46,616	\$47,479	\$48,373	\$49,290	\$50,227	\$51,181	\$52,153	\$53,145
0108	\$37,147	\$38,497	\$39,903	\$41,363	\$42,878	\$44,459	\$45,280	\$46,117	\$46,974	\$47,847	\$48,754	\$49,678	\$50,621	\$51,584	\$52,565	\$53,567	\$54,587	\$55,627	\$56,689
0109	\$39,510	\$40,956	\$42,459	\$44,020	\$45,643	\$47,334	\$48,223	\$49,137	\$50,071	\$51,022	\$51,991	\$52,980	\$53,990	\$55,020	\$56,070	\$57,142	\$58,236	\$59,350	\$60,488
0110	\$42,038	\$43,584	\$45,192	\$46,862	\$48,620	\$50,466	\$51,424	\$52,402	\$53,400	\$54,417	\$55,457	\$56,515	\$57,594	\$58,696	\$59,819	\$60,964	\$62,134	\$63,326	\$64,541
0111	\$44,744	\$46,397	\$48,126	\$49,951	\$51,849	\$53,822	\$54,848	\$55,894	\$56,962	\$58,051	\$59,162	\$60,296	\$61,452	\$62,631	\$63,833	\$65,058	\$66,310	\$67,587	\$68,887
0112	\$50,794	\$52,724	\$54,735	\$56,825	\$58,997	\$61,257	\$62,432	\$63,629	\$64,852	\$66,099	\$67,371	\$68,669	\$69,992	\$71,341	\$72,717	\$74,120	\$75,526	\$76,958	\$78,417

Appendix A-9

SLEOLA Arbitration

Subject to any limitations of existing law, the parties agree to the following procedure for the resolution of an impasse during the negotiation of a Memorandum of Understanding.

- 1) This section only applies to the negotiation of a new memorandum of understanding or a successor to an existing memorandum of understanding (interest arbitration), not a dispute over a provision in an existing memorandum of understanding (grievance arbitration).
- 2) The parties shall begin negotiations by September 1. Within two weeks after negotiations have begun, the parties shall request a list of ten labor arbitrators from the American Arbitration Association.
- 3) If, by October 15, the parties have not reached agreement:
 - a. Either party may request arbitration by a Board of Arbitration.
 - b. The Board of Arbitration shall be composed of three members, one appointed by the Governor and one appointed by the exclusive bargaining representative. These members shall be selected within four days of the request for arbitration. The third member, the Neutral Member, shall have experience with interest arbitration and shall be selected within four additional days by the two arbitrators previously chosen. The Neutral Member shall be selected in accordance with the procedures of, and from the list furnished by, the American Arbitration Association (AAA) as described above. If, and only if, the parties mutually agree to consider a Neutral Member from outside the AAA list, they may select a Neutral Member whose name is not on the AAA list. All members of the Board shall be selected no later than November 1.
 - c. Contemporaneous with the selection of the Neutral Member, the Board of Arbitration shall schedule tentative dates for the arbitration consistent with the time frames of this section.
- 4) If, by October 31, the parties have reached an agreement:
 - a. a Memorandum of Understanding shall be executed as described in paragraph 18;
 - b. The Board shall be notified that arbitration will not be needed; and
 - c. Any cancellation fees will be paid to the Neutral Member as described in paragraph 16(b).
- 5) If, by October 25, the parties have not reached agreement either party may declare that an impasse has been reached by providing written notice that arbitration proceedings will commence as scheduled:
 - a. to the other party that an impasse has been reached; and
 - b. to the Board which was selected in paragraph 3(b) .
- 6) By November 3, each party shall provide to each member of the Board and to the other party a detailed itemization of the final proposal made by the respective party prior to the declaration of impasse.
- 7) The Board shall:
 - a. commence the arbitration proceedings within fourteen days of the notice provided in paragraph 5(b); and
 - b. issue a decision before November 30.
- 8) The parties, by mutual agreement, may extend the time requirements set forth herein to the extent permitted by law.
- 9) The Board:
 - a. may only consider items the subject matter of which were raised and still unresolved as of the most recent collective bargaining negotiations prior to impasse;
 - b. may give notice and hold hearings in accordance with the American Arbitration Association's Labor Arbitration Rules;

- c. shall select the last best offer of either party in its entirety; and
- d. before November 30, shall issue a written decision explaining the basis for its decision as to wages, hours, and working conditions, and any other terms or conditions of employment that were in dispute.

10) The Board may consider the following to arrive at a decision:

- a. the history of current and prior negotiations between the parties;
- b. the wages, hours, and working conditions, and any other terms or conditions of employment of law enforcement officers from the primary police or sheriff's departments in all counties within the State of Maryland;
- c. the wages, hours, and working conditions, and any other terms or conditions of employment of other state troopers in the following states: Delaware, New Jersey, New York, Pennsylvania, Virginia and West Virginia;
- d. recruitment and retention data;
- e. the financial condition and fiscal constraints of the State;
- f. the costs of the respective proposals of the parties;
- g. legal limitations on the ability of the State to use State or federal funds;
- h. the following economic measures: the average prices for consumer goods and services, commonly known as the cost of living (CPI-U); median household income; average per capita income; and any recent changes to any of the forgoing economic measures;
- i. the unique characteristics of the job, including the hazards of employment, training requirements and shift schedules of employees;
- j. the interests and welfare of the citizens of Maryland;
- k. the interests and welfare of the employees;
- l. such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and working conditions, and any other terms or conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in the public service or in private employment; and
- m. stipulations of the parties regarding any of the items in this section.

11) The Board shall, by written decision, recommend the implementation, in its entirety, of the last best offer previously submitted by one of the parties. The written decision of the Board shall be delivered to the Governor, the exclusive representative, the President of the Senate, and the Speaker of the House of Delegates by the Board on or before November 30.

12) The parties shall have 14 days after issuance of the decision of the Board to consider the recommendations and to further negotiate the disputed issues. Within this 14-day period, each party shall notify the other party whether it accepts or rejects the recommendation of the Board. If either party declines to accept the recommendations and refuses to agree to enter into an MOU in compliance with the decision of the Board, the notice of rejection shall be submitted to the other party in writing and shall include the reasons for such rejection. A copy of the notice shall be promptly provided to the Governor, the President of the Senate, and the Speaker of the House of Delegates.

13) Any time frame provided herein may be modified by mutual agreement of the parties to the extent permitted by law.

- a. Any failure, or refusal by either party to participate in the arbitration procedure shall not be permitted to halt or otherwise delay the process, unless mutually agreed to by the parties, or unless the Board so orders due to an unforeseeable emergency.
- b. In the absence of such an order by the Board, the process shall commence or continue as though all parties were participating.

- 14) Nothing in this section shall be construed to prohibit the parties from reaching a voluntary settlement on the unresolved issues at any time prior to or after the issuance of the Board's decision.
- 15) Once notice of impasse is provided as described in Section 5 above, the employer may not make unilateral material changes in existing wages, hours, and other conditions of employment without the consent of the union until expiration of the collective bargaining agreement.
- 16) The following expenses shall be divided equally between the State and the exclusive representative:
 - a. The Neutral Member's fees and itemized expenses;
 - b. Cancellation fees of the Neutral Member, if any, in the event the Neutral Member was not needed after arbitration was scheduled pursuant to paragraph 3(c);
 - c. The rental, if any, of the facilities used for the hearing;
 - d. The cost of the transcript, if any, of the proceedings.
- 17) All costs other than those in paragraph 16 shall be assumed by the party incurring them.
- 18) Memorandum of Understanding.
 - a. A Memorandum of Understanding that incorporates all matters of agreement reached by the parties shall be executed by the exclusive representative and the Governor or the Governor's designee.
 - b. To the extent these matters require the enactment of legislation or the appropriation of funds, the matters shall be recommended to the General Assembly for approval or for the appropriation of funds by the Governor or the Governor's designee.
 - c. To the extent these matters do not require the enactment of legislation or the appropriation of funds, the matters shall be binding upon the parties.