



MEMORANDUM OF UNDERSTANDING (MOU)

MARYLAND TRANSPORTATION AUTHORITY POLICE

LODGE # 34,

FRATERNAL ORDER OF POLICE, INC.

AND

MARYLAND DEPARTMENT OF TRANSPORTATION,

MARYLAND TRANSPORTATION AUTHORITY

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PREAMBLE

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

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

ARTICLE I – RECOGNITION

Section 1. Exclusive Representation

The State of Maryland and the Maryland Transportation Authority recognizes FOP 34 Union as the sole and exclusive representative of all Maryland Transportation Authority police officers at the rank of First Sergeant and below. The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms and conditions of employment for all employees in the Bargaining Unit. The Employer will allow FOP 34 to address new employees at orientation meetings in accordance with Article IV, Section 9, but will not allow non-exclusive representatives to do so.

Section 2. Integrity of the Bargaining Unit

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

ARTICLE II – NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

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

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

Section 2. Union Activity

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

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

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

Section 4. Representation

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

ARTICLE III – MANAGEMENT RIGHTS

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

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

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

ARTICLE IV – UNION RIGHTS

Section 1. Access

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

FOP 34 agrees to notify the Maryland Transportation Authority at least five (5) days in advance of a non- emergency, mass meeting. In emergency situations, FOP 34 may call a

meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon reasonable notice to and approval by the Maryland Transportation Authority and consistent with security and public service requirements, Union representatives shall have access to the Maryland Transportation Authority's premises for the purpose of membership recruitment. Approval for access described in this section shall not be unreasonably denied.

Section 2. Stewards

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

- Patrol Division: Each Patrol Detachment (6 Detachments) may have one (1) steward. CVSU may have two (2) stewards.
- Airport & Seaport Division: BWI/TM Detachment may have two (2) and the Port Detachment may have one (1) steward.
- Special Operations Division: Three (3) stewards.
- Logistics Division, Support Services Division and Headquarters' Units may have one (1) common steward.

In the event FOP 34 determines that redistribution of steward assignments is necessary or that additional stewards are warranted on account of changes in department structure, the Employer and FOP 34 shall negotiate in good faith to accommodate such a request by FOP 34.

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

Section 3. Time Off With Pay During Work Hours

(A) Granted Time Off With Pay Generally

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

(B) Granted Time Off With Pay for Negotiations

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

(C) Creation of Release Time Account

The Employer shall create a Release Time Account. On July 1 of each year, the employer shall credit the Release Time Account with one (1) day for every fifteen (15) bargaining unit members. In addition, all officers covered by this MOU shall be required to contribute three (3) hours of annual leave on January 1 of each year into the Union's Release Time Account. Unused time in the Release Time Account shall roll over from year to year.

(D) Use of Release Time Account

Union representatives will be allowed time off with pay charged against the account consistent with the operational needs of the employer for union business such as state or area-wide committee meetings or state or international conventions, preparation time for negotiations,

or LMC meetings, and union sponsored labor relations training provided such representative provides reasonable notice to his/her supervisor of such absence. Time may be used in one (1) hour increments.

(E) Notice & Approval

The Employer may require requests for time off with pay made under paragraphs (A) or (D) above to be in writing. In general, requests for time off with pay made under paragraphs (A) or (D) shall be made at least fifteen (15) calendar days in advance, except in the event that the requested time off consists of three (3) or more consecutive days, in which case the requests shall be made at least sixty (60) days in advance. The Employer shall respond within fifteen (15) days of receiving the request. Under exigent circumstances, FOP 34 may request and the Employer may grant requests for time off with pay on less than fifteen (15) days notice. Requests for time off with pay under paragraphs (A) or (D) will not be unreasonably withheld. When the Employer denies time off based on operational needs in accordance with this MOU, it shall, upon written request of FOP 34, provide the reasons in writing and shall advise the representative when he / she can obtain the time off. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work.

(F) Designated Persons

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

Section 5. Meeting Space

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

Section 6. Routine Office Supplies

FOP 34 representatives, as directed by a member of the FOP Board of Directors, are authorized to make reasonable use of copiers and fax machines pursuant to Departmental policy, provided that such use does not interfere with departmental operations and is used for legitimate

Union purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying FOP 34 of its intent to revoke such privileges and identifying in writing the specific usage(s) which is the basis for the revocation of such privileges. The Employer also reserves the right to charge a reasonable fee for copies.

Section 7. Bulletin Boards

The Employer shall provide lockable bulletin boards at each work location in the break room or other appropriate locations that are mutually agreed to on a local basis, for the exclusive use of FOP 34. FOP 34 shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the FOP 34 official approving the posting. FOP 34 shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, FOP 34 shall provide a copy of all items to the Employer.

Section 8. Mail Service and Computer Mail

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

Section 9. Distribution of Union Information

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

Section 10. New Employee Orientation

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

Section 11. Information Provided to FOP 34

The Maryland Transportation Authority shall provide to FOP 34 a list of information, to include: new hires, separations, promotions, transfers and reclassifications (including agency code, position numbers involved, classifications, grades, and effective dates) for all bargaining unit employees. New hire employee information will be provided at the beginning of each month and will include actions processed during the preceding month for bargaining unit employees. Other personnel actions listed above for bargaining unit employees will be provided to FOP 34 on a quarterly basis. The above information shall be provided in an electronic format convenient to the Employer. FOP 34 shall treat the information as confidential.

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

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

The Employer shall add FOP 34's electronic mail address to the serious incident notification system.

Section 12. Exclusivity

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

Section 13. Manuals

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

Section 14. Check-off of Dues

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

Section 15. Service Fee

(A) Implementation of Service Fee

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

(B) Amount and purpose of Service Fee

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

(C) Notice to Employees

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

(D) Collection of Fee

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

(E) Conscientious Objectors

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

(F) Indemnity

FOP 34 shall indemnify and save the Employer harmless and shall provide a defense of any and all claims, grievances, demands, actions, suits, costs, expenses, or other forms of liability or damages, including attorney's fees and costs, that arise out of or by reason of any action taken or not taken by the Employer, its officers, agents, employees or representatives for the purpose of complying with any of the provisions of this section; or that arise out of or by reason of the Employer's reliance on any notice, letter, or authorization forwarded to the Employer by FOP 34 pursuant to this section. FOP 34 assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Employer to FOP 34. In addition, if an employee who is required to pay a service fee, make a contribution to a charity, and/or provide written proof of a charitable contribution fails to do so, it is solely the responsibility of FOP 34 to take appropriate steps to collect the amount or otherwise enforce the requirement in question.

ARTICLE V – LABOR / MANAGEMENT COMMITTEE

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

The LMC shall have the following features:

(a) The LMC will be co-chaired by two members from labor and two members from management.

(b) The LMC will develop ground rules and identify how additional members who will participate in the LMC will be selected within 60 days of the first LMC meeting.

(c) The LMC will meet at least monthly except by majority consent of the committee. The LMC co-chairs will be responsible for coordinating the agenda for the meetings through the exchange of agenda items by each party at least one week in advance of each meeting.

(d) The LMC consider, evaluate, and make recommendations with respect to matters bearing upon the economy and efficiency of Maryland Transportation Authority Police operations and the welfare of its employees whether or not such matters are negotiable. The willingness of the parties to discuss such matters in the LMC is without compromise as to whether any such subject constitutes a mandatory subject of bargaining.

(e) The LMC will review issues related to the waiving of waiting periods of Acting Pay.

(f) FOP 34 representatives will be deemed to be in on-duty status while attending such meetings.

(g) The LMC may establish permanent or ad hoc subcommittees.

ARTICLE VI – WAGES AND OVERTIME

Section 1. Wages

Effective March 7, 2012, all members of the bargaining unit shall be placed on the FY 2012 (MSP/DNR) pay scale at their current grade and step. (Attached Appendix A-2).

Effective July 1, 2012, all members of the bargaining unit shall be placed on the FY 2013 (MSP/DNR) pay scale at their current grade and step. (Attached Appendix A-3).

Effective no later than January 1, 2013, a general cost of living adjustment wage increase (COLA) consisting of 2% will be added to each grade and step of the pay plan affecting this bargaining unit.

Effective January 1, 2014, a COLA consisting of 3% will be added to each grade and step of the pay plan affecting bargaining unit employees.

Section 2. Increments

Effective April 1, 2014, salary increments, also known as within grade step increases, will be reinstated and all employees who are otherwise eligible shall receive a within grade increase effective the pay period that includes April 1. Thereafter, all eligible employees shall be provided with a step increase on their appropriate annual increment date.

Section 3. Shift Differential

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

Section 4. Clothing Allowance

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

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

Consistent with current MDTAP Directives, Chapter 5, Section I, Officers working as an Officer-In-Charge (OIC) or a certified Field Training Officer (FTO) in the classification of MDTA Police Officer II, pay grade 122, or Senior Officer, pay grade 123, will receive differential compensation. Those eligible personnel performing these duties will be compensated at the pay rate of an MDTA Police Corporal, Grade 124, on an hourly basis, when performing assigned duties as an OIC or a certified FTO.

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

Section 6. Police Classifications and Pay Grades

Two new classifications will be created to accommodate the new levels within the salary scales. Officer Recruit and Senior Officer, shall be created and implemented as of March 1, 2012. The base salary for an Officer Recruit will be \$40,000 until graduation from the Police Academy.

A Senior Officer is defined as a sworn member of the Maryland Transportation Authority Police who has completed 10 years of employment with the Maryland Transportation Authority Police and has been promoted to this rank by the Chief of Police or his/her designee. This position shall not be a testable promotion and shall be based on entrance date with MDTA Police.

Prior to March 7, 2012		As of March 7, 2012	
Class	Grade	Class	Grade
Officer I	120	Officer Recruit	120
Officer II	121	Officer I	121
Corporal	122	Officer II	122
Sergeant	123	Senior Officer	123
First Sergeant	124	Corporal	124
		Sergeant	125
		First Sergeant	126

Section 7. 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 assigned to Detachments, acting pay will be paid to (1) any Officer II/Senior Officer at any Detachment, who in the absence of a Corporal on his/her squad, is designated as an "Acting Corporal" by his/her Commander, (2) any Corporal at any Detachment, who in the absence of a Sergeant on his/her squad, is designated as an "Acting Sergeant" by his/her Commander, (3) any Sergeant at any Detachment, who in the absence of a First Sergeant, is designated as an "Acting First Sergeant" by his/her Commander, (4) a First Sergeant at any Detachment, who in the absence of a Lieutenant, is designated as an "Acting Lieutenant" by his/her Commander. Employees who are not assigned to a Detachment may be paid in an acting capacity upon written request and

confirmation by his/her Commander or Director that he/she is in an acting capacity and approved by the Division Commander.

The employee shall only receive acting pay if required to assume these duties for at least twenty (20) continuous calendar days. The employee must meet the minimum requirements for the rank in which acting capacity is authorized. An employee who does not meet the minimum requirements for the rank in which acting capacity is authorized shall not be moved into a position to avoid paying acting capacity pay. Employees may not be rotated in and out of vacant positions to avoid paying acting capacity pay. Commanders may not refuse to designate an employee as an acting employee when that employee has actually assumed additional supervisory responsibilities normally assigned to an employee in higher rank, to avoid paying acting pay.

Section 8. Overtime

(A) Consistent with current practice, each time an officer covered by this MOU submits an overtime slip, the officer may elect to receive compensatory leave at one and one-half times the overtime hours worked rather than overtime pay. The Employer agrees to continue the practice of permitting the employee, with the approval of the Employer, the right to earn compensatory time and cash overtime during the same pay period, provided that the employee may not earn compensatory time and cash overtime on the same day.

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

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

Section 9. Court Overtime

All officers covered by this Agreement will receive a minimum of four (4) hours pay at their overtime rate whenever they are required to attend court or judicial proceedings for work while off-duty. This will be calculated as follows: All court appearances attended in the morning hours (0001-1159 hrs) will be eligible for the minimum four (4) hours overtime pay, regardless of the amount of cases or docket times. All court appearances attended in the afternoon hours (1200-2400 hrs) will be eligible for the minimum four (4) hours overtime pay, regardless of the amount of cases or docket times. If the amount of time required in court, exceeds the minimum four (4) hours, officers will be compensated for the actual time spent in court. Officers who travel to and from court in a personal vehicle are not eligible for mileage reimbursement.

Section 10. Canine Compensation

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

ARTICLE VII – LEAVE WITH PAY

Section 1. Personal Leave

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

Section 2. Annual Leave

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

- A. Less than five (5) years of service - up to ten (10) days per year.
- B. Five (5) to ten (10) years of service - up to fifteen (15) days per year
- C. Eleven (11) years to twenty (20) years of service - up to twenty (20) days per year
- D. Twenty (20) years of service or more - up to twenty-five (25) days per year

Section 3. Accumulated Annual Leave

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

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

Section 4. Payment Upon Separation

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

Section 5. Sick Leave

Sick leave shall be used in accordance with current MDTA policy, except that Chapter 5, Section I, Paragraph 4 shall be modified to delete what is currently paragraph 4.4.

Section 6. Accrued Sick Leave

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

Section 7. Jury Duty Leave

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

Section 8. Bereavement Leave

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

Section 9. Military Leave

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

Section 10. Salary Reduction Days

All employees who were affected by the Fiscal Year 2011 State Employees' Furlough and Temporary Salary Reduction Plan will be credited with 40 hours of Administrative Leave on July 1, 2012 and July 1, 2013. Use of Administrative Leave shall require prior supervisory approval. This Administrative Leave may be used at any time prior to the employee's separation from employment with the State.

ARTICLE VIII – LEAVE WITHOUT PAY

Section 1. Injury / Illness Leave

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

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

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

Section 2. Suspension Without Pay

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

Section 3. Furloughs

The Employer agrees that no bargaining unit members will be subject to a furlough for the term of this MOU unless otherwise required by the Employer's Trust Agreement.

ARTICLE IX – 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
- Each Statewide Election Day
- Christmas
- Any other day proclaimed as a holiday or non-working day by the Governor of the State of Maryland or the President of the United States of America.

Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday and when a holiday falls on a Saturday, the

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

Holiday Incentive Pay

Consistent with current pay practices defined in MDTA Directives D-05-5, qualified employees who work an 8-hour or longer shift will be awarded Holiday Incentive Pay.

ARTICLE X -- WORKING CONDITIONS

Section 1. Work Schedules

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

Section 2. Schedule Changes

(A) A member shall be given a minimum of forty-eight (48) hours notice of any change in his/her regular scheduled days off. The Employer reserves the right to give less than forty-eight (48) hours notice for exigent circumstances.

(B) Notice given of less than forty-eight (48) hours shall entitle the member to an additional four (4) hours compensation at their overtime rate of pay. In addition, the member shall receive the day back. The member shall schedule the substitute day off within the same work period, governed by manpower constraints and as approved by the supervisor. If the member is unable to reschedule the substitute day off within the same work period, he or she shall be compensated at his/her regular rate of pay for the day forfeited.

Section 3. Scheduling of Extra-Duty Overtime

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

Section 4. "Doubling Back"

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

When doubling back occurs, an employee shall receive overtime pay for the second shift worked.

Customary starting times of shifts may not be modified to avoid paying overtime under this section. This section does not apply: (1) in emergency situations; (2) if the double back occurs as the result of the affected employee requesting a shift change that results in a double back; (3) the employee voluntarily agrees to double back; (4) if there are fewer than the required number of hours between shifts as the result of overtime that occurs after the first shift or prior to the second shift.

Section 5. Pre-approved Leave

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

Section 6. Facilities

(A) The Employer is committed to providing safe working conditions for all Maryland Transportation Authority employees. The LMC, in cooperation with appropriate management staff, will identify facilities to be studied for improvements. They will work with the MDTA Operations and Maintenance Offices to have feasibility studies done.

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

ARTICLE XII -- PROMOTIONS AND TRANSFERS

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

Promotional lists will remain active for a period of at least one year and may not be reduced or modified after publication. In unusual circumstances, the Chief of Police and Human Resources reserve the right to extend, reduce or modify the promotion eligibility list based on business/operational needs. In these cases, the FOP will be advised of the business/operational needs necessitating the change.

In addition, the Employer agrees to convene a focus group to include three members appointed by the Employer and three members appointed by FOP 34 to evaluate the current promotional application process, including consideration of alternate methods to conduct the structured resume. This focus group shall issue a report no later than January 1, 2013.

ARTICLE XIII -- UNIFORMS AND EQUIPMENT

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

2. Any proposed changes to the uniform shall be submitted to the Uniform Committee for review and recommendation. FOP 34 shall have at least one (1) representative on the Uniform Committee.

3. The Employer agrees to provide an initial supply of uniforms and equipment at no cost to the Employee, which shall include:

• Blouse	1
• Shirts – Long Sleeve Gray	5
• Long Sleeve Black	5
• Shirts – Short Sleeve Gray	5
• Short Sleeve Black	5
• Pants – Gray	5
• Black	5
• Sweater – Lined	1
• Sweater - Unlined	1
• Patrol Jacket	1

• Rain Coat/Pants	1
• Hats – Baseball cap	1
• Straw Campaign	1
• Felt Campaign	1
• Hat Shields	2
• Uniform Badge	1
• Flat Wallet Badge *	1 *
• Duty Weapon/Safety Locking Device	1
• Ammunition Rounds	45
• Magazines	3
• Magazine Pouches	1
• Duty Belt	1
• Duty Belt Buckle	1
• Trouser Belt	1
• Trouser Belt Buckle	1
• Holster	1
• Belt Keepers	4
• Body Armor	1
• Body Armor Carriers	2
• Handheld Radio	1
• Radio Charger	1
• Radio Case	1
• Radio-Battery	2
• Handcuffs/handcuff key	1
• Handcuff Case	1
• ASP Baton	1
• ASP Baton Case	1
• OC Spray	1
• OC Spray Case	1
• Name Plate	2

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

4. Uniform and equipment replacements will be handled consistent with the current Police Directives, Chapter 11, Section II.7.

5. Mock turtlenecks purchased by the officer will be permitted to be worn with the Class D and Class E Uniforms. The Uniform Committee will develop by July 1, 2012, recommendations to the Chief of Police as to the regulations necessary to implement the wearing of mock turtlenecks with Class D and Class E uniforms.

6. The Uniform Committee will research and address the issues regarding the request to wear turtle necks or mock turtlenecks with any other class of uniform. A report and recommendation will be made to the Chief of Police for consideration by July 1, 2012.

ARTICLE XIV -- INCENTIVE PROGRAMS

The following incentives will be discontinued:

College Incentive Program (effective 12/31/2011)

Physical Fitness Incentive Program

Sick Leave Incentive

Specialized Skills Incentive (effective 6/30/2012)

ARTICLE XV – SAFETY

Section 1. General Duty

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

Section 2. Unsafe Condition

Where an unsafe condition is alleged to exist, the affected employee shall first notify his / her immediate supervisor who shall take whatever necessary corrective action the supervisor

deems appropriate. Where an unsafe condition is alleged to exist by FOP 34 on behalf of affected employees, or the matter referred by the employee to the supervisor is not resolved to the satisfaction of the employee, the matter will be submitted to the next LMC for discussion. Matters raised herein are not subject to the dispute resolution procedures.

ARTICLE XVI – INSURANCE AND BENEFITS

Section 1. Medical Plans

The Employer will maintain the current health (including vision) and dental insurance programs and practices. There shall be no change in the State's premium subsidy for health benefits plans in Fiscal Year 2012. The Employer shall contribute 80% of the premium charge for PPO plans, 83% of premium for the POS plan, 85% of premium for the EPO plan, 80% for the prescription drug plan and 50% for the dental plan.

Effective July 1, 2012, for the PPO and POS plans only, the in-network plan share of the coinsurance is 90% of the plan allowed amount. The employee share of the coinsurance is 10% of the plan allowed amount. Out-of-network plan share of the coinsurance is 70% of the in-network allowed amount. The employee out-of-network share of the coinsurance is 30% of the billed charges.

Effective July 1, 2012, for the PPO and POS plans, the in-network out of pocket maximum is \$1,000 per individual and \$2,000 per family.

Effective July 1, 2012, for all medical plans (PPO, POS and EPO), the patient copay for an emergency room visit is \$75 for physician charges plus \$75 for facility charges. The copay is waived if the patient is admitted as an inpatient.

Effective July 1, 2012, for all medical plans, the patient Urgent Care copay is \$30.

Effective July 1, 2012, for all medical plans, the patient copay for a Specialist office visit is \$30.

There shall be no other changes in health benefits other than the changes described in this Section.

Section 2. Expanded Dependent Coverage

The Employer 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. EZ Pass Program

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

Section 6. Wellness Program

- (a) There shall be no discipline or sanctions connected with a wellness / fitness program.
- (b) Any such program shall not be included as part of mandatory MPCTC annual in-service training.
- (c) Attendance in the wellness / fitness program shall be voluntary for all bargaining unit members.

ARTICLE XVII -- PENSION

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

ARTICLE XVIII – DISPUTE RESOLUTION PROCEDURE

Section 1.

Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms of this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of this MOU. Issues otherwise appealable through the existing disciplinary appeals/grievance procedures established by law or regulation are not subject to this procedure. Employees having the same complaint with their Employer may file a single complaint. Employees who wish to consolidate their complaint must include an attachment which includes the signature, signature date, printed name, and full address of each employee who wishes to file that complaint. The signature sheet must notify the employees that by signing it, each employee is bound by the issues and requested remedy as stated in the complaint and that each employee agrees to be represented by the person listed as the representative on the complaint. Grievances under this procedure must be initiated within thirty (30) calendar days of the event giving rise to the complaint or within thirty (30) calendar days following the time when the employee should reasonably have known of its occurrence.

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

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

Section 2. Procedure **Step One**

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

Step Two

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

Step Three

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

Step Four

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

Step Five

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

Appeal of Fact Finder's Decision

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

Section 3. General Provisions

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

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

(D) Union representatives referred to in this procedure shall be granted reasonable time off with pay to process disputes pursuant to this Article during working hours. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time during the regular working hours of the Union representative and Employer representative, if possible, but such meetings may be

waived by mutual agreement. If the Union and Employer representative do not work on an overlapping schedule, the meeting shall be scheduled during regular day shift hours and, upon request of the Union representative, his/her schedule shall be adjusted if it is consistent with operational needs. There shall be no overtime or compensatory time earned for the processing of a complaint or attendance at a meeting under this Article.

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

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

ARTICLE XIX -- TRIAL BOARDS

In accordance with the Public Safety Volume, Section 3-107, an employee who has not been offered summary punishment may elect the following alternate method of forming a hearing board:

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

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

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

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

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

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

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

ARTICLE XX – LAYOFF/SEPARATIONS

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

ARTICLE XXI – MISCELLANEOUS

Section 1. MOU

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

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

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

with this MOU, subject to the Maryland Transportation Authority's Trust Agreement. The Employer also agrees not to propose changes in working conditions that are mandatory subjects of bargaining that have not been subject to the bargaining process described in this Article.

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

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

ARTICLE XXII – WORK STOPPAGES

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

ARTICLE XXIII – PERSONNEL FILE

Section 1. Official Personnel File

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

Section 2. Access

An employee and, with the employee's written authorization, the employee's representative(s) shall have the right to review his / her personnel files upon request, during

normal business hours, with no loss of pay. An employee has the right to copy any documents in his / her file. The employee may be required to assume reasonable costs of copying.

Section 3. Notification

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

Section 4. Anonymous Materials

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

Section 5. Rebuttal

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

Section 6. Auxiliary Files

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

Section 7. Storage/Expungement of Files

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

ARTICLE XXIV– SECONDARY EMPLOYMENT

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

- (i) The agency will allow the use of safety equipment (specifically side arm, body armor, and radio) during authorized uniformed and non-uniformed secondary employment including security related secondary employment;
- (ii) Secondary employment requests shall be acted upon within 10 days where practicable and shall not be unreasonably denied.
- (iii) Employer must show good cause, in writing, for disapproval of secondary employment requests.
- (iv) The Employer will not require secondary employers for security related employment to maintain a comprehensive general liability insurance policy as is currently listed in Chapter 5, Section VII. 8.4.3.

ARTICLE XXVI – SAVINGS CLAUSE

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

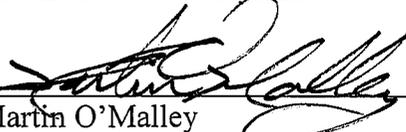
ARTICLE XXVII – DURATION

Except as otherwise provided herein, this Memorandum of Understanding shall become effective as of February 1, 2012, following proper ratification and signing by both parties and shall remain in effect until June 30, 2014.

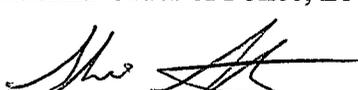
Either party may provide written notification to the other by October 1, 2013 of its desire to negotiate a modification or amendment to this MOU. Any such negotiations concerning modification or amendment shall be concluded by December 31, 2013.

For the State of Maryland:

Fraternal Order of Police, Lodge # 34:



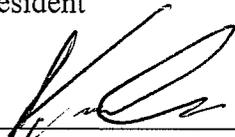
Martin O'Malley
Governor



Shane Schapiro
President



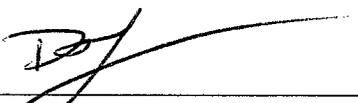
Beverley K. Swaim-Staley
Secretary
Department of Transportation



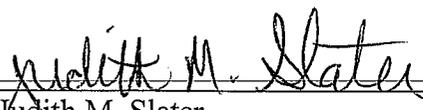
James Kruszynski
1st Vice President



John McDonough
Secretary of State



Duane Urban, Jr.
2nd Vice President



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

Appendix A-1

FOP Service Fee

1. Amount and Purpose of Service Fee.

- A. On or before July 1 of each contract year, FOP 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 FOP under the Memorandum of Understanding with the State. The fee may include all costs incurred by FOP; (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 FOP.
- B. FOP will base its determination of the service fee on an audit or review of its financial records and other documents describing FOP 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 benefiting only union members.

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

- (i) FOP shall not charge nonmembers for costs associated with any affiliation fees 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) FOP 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 disclaimer or opinion.
- (iv) FOP shall engage independent public accounts to audit or review and issue a special report on its allocation of chargeable and non-chargeable 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, FOP will send written notice to each employee in the unit who is required to pay a service fee under Article IV, Section 15 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 15 of the MOU to pay a service fee;
- B. All procedures described in Article IV, Section 15 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 FOP 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 FOP; 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 15 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 the 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 FOP 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 FOP and the Department of Transportation 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 FOP a list of all employees who are newly hired into unit positions during the previous month.
- B. Any dispute between FOP and the State as to the meaning or application of Article IV, Section 15 of the Agreement or as to the Appendix or as to the administration of the service fee will constitute a complaint with the meaning of the dispute resolution procedure in Article XVIII of this MOU, and will be processed accordingly. However, any objecting employee and FOP in a manner described in paragraph 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 FOP. 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 15C 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 FOP at:

FOP Local 34
PO Box 25747
Baltimore, MD 21224

- (2) FOP 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, FOP 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 FOP 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 FOP.
 - (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 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, FOP 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 FOP at an independent bank or trust company and the agreement therefore shall provide that the escrow account be interest bearing. FOP 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. FOP 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 FOP 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 FOP and the objecting employees.

MDTA Police Schedule – Effective March 7, 2012

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Lieut Col	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
Major	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
Capt	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
Lieut	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
1st Sgt	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
Sgt	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
Corp	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
Sen Off	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
Pol Off II	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
Pol Off I	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
Off Cand	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

MDTA Police Schedule – Effective July 1, 2012

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
Lieut Col	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
Major	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
Capt	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
Lieut	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
1st Sgt	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
Sgt	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
Corp	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
Sen Off	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
Pol Off II	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
Pol Off I	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
Off Candd	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