

# MEMORANDUM OF UNDERSTANDING

Between

Salisbury University (SU)

And

Fraternal Order of Police (FOP)

Sworn Police Officers Unit



Effective July 1, 2022  
To June 30, 2025

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## PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Salisbury University (Employer or University) and the Fraternal Order of Police (Union) for the purpose of promoting harmonious relationships between the University and its employees covered by this MOU. It memorializes the agreement of the parties on wages, hours, and other terms and conditions of employment for employees in the Sworn Police Officers bargaining unit at the University. It is understood that, pursuant to State Personnel and Pensions (SPP) Article §3-601, Annotated Code of Maryland, the Board of Regents (BOR) of the University System of Maryland (USM) and the employees in the bargaining unit must ratify this MOU and that agreements on issues requiring funding or approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe on any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including Title 3, SPP. In the event of a conflict between this MOU and the law, the law shall prevail.

## **ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION**

### **Section 1.1 - Exclusive Representative**

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to the provisions of the Public Employees' Collective Bargaining Act, Chapter 23A, RCW.









## Section 4.10 - Employee Orientation

One Union representative shall be granted twenty (20) minutes during new employee

## **Section 5.4 – Timesheets**

Employees are responsible for the completion of their timesheets and for the accuracy of any information that they provide on their timesheets. Completed timesheets must be submitted at the time designated by the Department.

## **Section 5.5 - Temporary Work Schedule Changes**

In the event the Employer implements a temporary, foreseeable change in an employee's work schedule, the Employer will provide the affected employee with fourteen (14) calendar days advance notice.

## **ARTICLE 6 - OVERTIME, SHIFT DIFFERENTIAL AND CALL-BACK PAY**

### **Section 6.1 - Overtime Pay**

Employees shall be paid overtime pay for any hours worked over eighty hours during a regular work-period (the employee's standard fourteen-day work-period), at a rate of one and one-half times the employee's regular hourly rate of pay. An employee's standard work week shall include paid sick, annual, holiday, administrative and personal leave as hours worked. All overtime work must be pre-approved by the employee's supervisor.

### **Section 6.2 - Overtime Work**

The amount of overtime shall be determined by the University. Where the University decides to require overtime work prior to its commencement, the University assigns UPOs deemed capable of performing the overtime work involved with the understanding that any UPO may, with prior supervisor approval, trade such overtime with another UPO also capable of performing such work. The University will make every effort to notify UPOs of overtime as quickly as possible. Any non-routine overtime will be offered to volunteers capable of performing the work, however if no volunteer exists, the University reserves the right to schedule the mandatory overtime. No UPO will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period except under operational necessity as may be authorized by the Chief or his designee. Extra-duty overtime assignments that are assigned by the University shall be assigned as equitably as practical. Good faith attempts will be made to equalize overtime opportunities.

### **Section 6.3 - No Pyramiding of Overtime**

There shall be no duplication or pyramiding in the computation of overtime wages and nothing in this MOU shall be construed to require the payment of overtime pay more than once for the same hours worked.

### **Section 6.4 - Call-Back Pay**

Employees who have been called back to work outside of their regularly scheduled shift with less than twelve (12) hours' notice for reasons other than to work a game or to attend a



If a bargaining unit member is scheduled to work a University function or special event, outside of the employee's normal work schedule, and is notified less than eight (8) hours prior to the scheduled reporting time that he/she is not required to report due to the cancellation of the event or function for non-emergency reasons, the employee will receive three (3) hours at the straight time rate of pay. The member shall not be required to report for duty in order to receive the three (3) hours of pay.

### **Section 6.7 - Shift Coverage Overtime**

Employees will be paid at the overtime rate for all hours worked prior to the start of their regularly assigned shift, where they are given less than eight (8) hours' notice of the requirement to report early for their regularly assigned shift.

### **Section 6.8 – Limitation of Assignment**

No officer will be forced to work more than two major University functions in a ten (10) hour period. "Major University functions" are limited to football games, lacrosse games, and dances, where those functions require on-staff police coverage.

### **Section 6.9 – Essential Pay**

In the event the University closes and declares an administrative leave day or partial administrative day due to weather conditions or emergency situations, essential personnel

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## ARTICLE 7 – HOLIDAYS

### Section 7.1 - Recognized Holidays

Employees earn eleven (11) paid holidays per year and twelve (12) holidays during years of general congressional elections. Each earned holiday is eight (8) hours in length. These holidays include the following:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- General Congressional Election Day

In addition, employees earn three (3) eight (8) hour University holidays. The actual dates of observation for paid holidays, including University holidays, vary from year to year.

Upon request and subject to the operational needs of the Department, an employee may observe a religious holiday, other than Christmas Day, provided that the time off is charged to personal leave or annual leave at the employee's choice.

Holiday guidelines are as follows:

Holidays are credited to an employee's holiday leave bank on January 1 of each year.

Holidays in the Police Department are prescheduled. The Employer reserves the right to assign holidays in accordance with this Article and shall make best efforts





Modified duty assignment will not alter the employee's bi-weekly salary but may affect shift differential pay.



initiates the request to return to full duty, the employee's certified medical provider must declare the employee fit for full duty, and the University retains the option of requiring that its certified medical provider also deems the employee fit to return to full duty. Where the University initiates the return to full duty, the University's certified medical provider must declare the employee fit to return to full duty.

In the event of a conflict of opinion between the employee's certified medical provider and the University's certified medical provider, the University's certified medical provider prevails.

Employees receiving accident leave take precedence over employees with non-work-related injuries or conditions for assignments to modified duty status.

An employee's performance evaluation will not be adversely affected while on modified duty if the performance is satisfactory.

Except as modified herein, see USM BOR Policy VII - 7.41 – Policy on Modified Duty.

## **ARTICLE 9 – ANNUAL LEAVE**

### **Section 9.1 - Accrual**

Employees' annual leave accrual depends on the length of their University System of Maryland service. Leave can be used to the extent it is accrued and available. Annual leave is earned as follows and is administered per USM BOR VII-7.00 (Policy on Annual Leave for Regular Nonexempt and Exempt



Section 10.3 - Rate of Earnings and Accumulation

Sick



8. Certified Nurse Practitioner;
9. Certified Nurse-Midwife;
10. Licensed Clinical Social Worker;
11. Licensed Clinical Professional Counselor;
12. Optometrist;
13. Physician Assistant; or
14. Any other health care provider from whom the University's group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits pursuant to the provisions of USM BOR Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees (VII-7.50).

B. The written documentation must include but is not limited to:

1. A written statement from the medical provider indicating that the employee is required to be absent from work due to mental or physical illness, injury, or condition;
2. The duration of on IC (9tn2(t)6CID 37 BD)4(s)16(-)9and inju





The Chief of Police or designee will inform the employee, in writing, that this action is being taken.

- B. The Associate Vice President, Human Resources or designee will determine whether to refer the employee to a physician for a medical examination and evaluation. If the determination is to refer the employee to a physician, the Associate Vice President,

an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5. The Associate Vice President, Human Resources or designee will notify the Chief of Police or designee of the employee's request and the Associate Vice President, Human Resources or designee will approve or deny the request. Advanced sick leave will be granted in increments of at least one (1) day. The request must include a signed agreement to repay the advance leave as provided in Section H below.

- D. An employee who is on advanced sick leave continues to earn Sick and Safe Leave and annual leave, which are applied to the employee's absences as they are earned. Personal leave and holiday leave are credited while the employee is on advanced sick leave and are applied to the employee's absences as they are credited. If a holiday occurs during a period of advanced sick leave, the day is considered a holiday and not an advanced sick leave day. Worksite closures because of weather or emergency conditions do not reduce advanced sick leave usage.
- E. The Associate Vice President, Human Resources or designee will not approve a request for advanced sick leave if the illness, injury, or disability occurred on the job and the employee has been granted accident leave or temporary total disability benefits by the Worker's Compensation Commission.
- F. The Associate Vice President, Human Resources or designee will not approve a request to use advanced sick leave for illness or death in an employee's family.
- G. The Associate Vice President, Human Resources or designee may require an employee who is on advanced sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature or extent of the illness, injury, or disability and the length of time necessary for recovery and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President, Human Resources or designee will choose which report to use as a basis for action. The University will pay the costs of any examination ordered by the Associate Vice President, Human Resources or designee. The decision of the Associate Vice President, Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.
- H. Advanced sick leave is a debt that must be paid back to the University/USM upon the employee's return to work or upon the employee's separation from employment, whichever occurs first. Upon returning to work, the minimum rate of repayment is one-half of the rate at which the employee earns Sick and Safe Leave and annual leave. The employee may also elect to repay the University/USM by applying any earned leave to the debt or by reimbursing the University/USM with cash.

## Section 10.9 -

- A. An employee who sustains a temporary, recoverable mental or physical illness, injury, or condition, or serious disability and has completed at least five (5) years of USM and/or State service may request extended sick leave, which may be granted by the Associate Vice President, Human Resources or designee. The cumulative total of extended sick leave that may be approved throughout an employee's entire USM/State service is twelve (12) work months (52 workweeks). The employee must have a satisfactory record of work performance and sick leave usage and must have exhausted all available paid leave, including advanced sick leave.
- B. Extended sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of said leave shall be at the discretion of the Associate Vice President, Human Resources or designee.
- C. The employee or someone on the employee's behalf must submit to the Associate Vice President, Human Resources or designee a written request for extended sick leave using the Human Resources Department's Extended Sick Leave Request Form



D. The University may require the officer receiving the donation to provide documentation supporting the need for a donation and use of leave under this Section.

E. This Section 10.13 shall remain in effect only during the term of this MOU, and shall expire upon the expiration date of this MOU as defined in Article 39. This Section 10.13 shall not be part of any successor MOU, or any renewal or extension of this MOU, absent written mutual consent of the parties.

#### **ARTICLE 11 - ACCIDENT LEAVE**

Accident leave is leave in which the employee receives two-thirds of his/her regular pay that is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act and (2) a physician examines the employee and certifies that the employee is disabled because of the injury. Only employees who are appointed on a regular basis and who are otherwise eligible for leave shall be eligible for accident leave.

Employees may take leave of absence without pay in accordance with the provisions of USM BOR Policy VII 7.12 – Policy on Leave of Absence Without Pay for Nonexempt and Exempt Staff Employees, (May 1, 1992, last amended October 9, 2015), as amended from time to time.

#### **ARTICLE 14 - ADMINISTRATIVE LEAVE**

Employees in the bargaining unit, at the discretion of the Employer, may be permitted or required to use administrative leave with pay as follows:

1. To participate in union business in accordance with Article 4, Section 4.4 for participation in Union Activities.
2. For purposes determined by the Employer to be in the best interest of the University, in accordance with USM BOR Policy VII- 7.20 – Policy on Administrative Leave for Nonexempt and Exempt Staff Employees, as amended from time to time.

#### **ARTICLE 15 - MILITARY SERVICE**

##### **Section 15.1 - General**

An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave. This Section shall be applied in accordance with USM BOR Policy VII-7.23 - Policy on Military Leave with Pay for Nonexempt and Exempt Staff Employees, as amended from time to time.

##### **Sections 15.2 - Call up to Active Military Duty During a National or International Crisis or Conflict**

Leave due to call up to active military duty during a national or international crisis or conflict will be in accordance with applicable USM BOR policy.

#### **ARTICLE 16 – WAGES–**

move one (1) step on the Police Pay Scale, attached as Appendix A, effective the first pay period following the date on which the USM makes such increases effective, provided that funding is available and the employee's performance is satisfactory or better on their last prior performance evaluation.

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The University shall include a sufficient funding request for step increases in its budgetary submission each fiscal year covered by the MOU. The step increase.

An eligible Member may take the test only one time during each fiscal year when the test is offered. (A fiscal year is the period from July 1 in any year through June 30 of the following calendar year.) Upon successful completion of the proficiency test, with a passing score of 75% or higher, the Member will be reclassified. This reclassification in rank under these conditions may only occur once during the employee's tenure with Salisbury University.

While the University welcomes suggestions and input from the Union and from members regarding the information that the proficiency test is intended to cover, the actual questions included in the proficiency test for eligibility to be reclassified remain within the sole discretion of the University. The University shall ensure that all issues surrounding the test meet with the standards recognized by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The University will offer the proficiency test at least once each fiscal year and it shall be within the University's sole discretion when and how many times during a fiscal year to offer such test.

#### **Section 16.4 – Equity Adjustments**

(a) The University shall perform an equity study for each rank in the bargaining unit covering all bargaining unit members. The results of the study shall be provided to the FOP and shall remain confidential, subject to applicable law. Any equity study performed and provided prior to the effective date of this Agreement shall constitute performance under this section of the Agreement. Neither the University's agreement to perform an equity study, nor the performance of an equity study, will in any manner, alter the terms of Section 16.4 (b) below.

(b)





An employee shall receive one of the following ratings:

Above Standards  
Meets Standards  
Below Standards

In addition to a formal written annual performance review, employees will also receive an informal mid-year performance review. A summary of the mid-year performance review will be prepared by the Chief or designee, and a copy will be provided to the employee.

### **Section 17.2 - Expectations Meeting**

Each year (normally March/April), an employee will meet with the Chief or designee who will be responsible for conducting the employee's performance review for the upcoming year.

At the expectations meeting, the Chief or designee and the employee will discuss the specific performance factors for which the employee will be held accountable, and the employee and the Chief or designee will establish the employee's performance objectives and standards for the upcoming year. The expectations meeting will be documented in writing to include a review and update of the employee's Position Information (PI) and will be signed by both the Chief or designee and the employee. The employee will be given a copy of the PI.

An expectations meeting will also be held with each employee at the time of hire.

### **Section 17.3 - End of Probation and Mid-Year Performance Evaluations**

When the employee's probationary period ends, the Chief or designee, with input if applicable from the supervisor to whom the employee is assigned, will prepare a written performance evaluation of the employee. The performance evaluation shall address both an evaluation of the employee's performance and a performance improvement plan, as needed.

The employee and the Chief or designee will meet to discuss the performance evaluation,

The end-of-year evaluation shall be based on those performance factors and objectives and standards established at the expectations meeting and shall include the following:

1. An overall performance rating;
- 2.



## **Section 19.4 - Drug and Alcohol Use and Possession**

The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the USM BOR Policy VII-1.10 – Policy on a Drug and Alcohol-Free Workplace for Employees, as amended from time to time, as well as all applicable laws, policies, procedures and programs dealing with alcohol and controlled dangerous substances, including the Police Department's Policy and Procedure on Intoxicants, Drugs and Narcotics and the Department's Drug Testing and Alcohol Testing Programs.





of the Office of Human Resources and approval of the Vice President of Administration and Finance.

## **ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION**

### **Section 22.1 – General**

A Job Specification is a statement of the essential components of a job classification including a summary of the work to be performed, primary duties and responsibilities of the job and the minimum qualifications and requirements necessary to perform the essential functions of the job. The Office of Human Resources maintains USM Job Specifications for nonexempt positions. Because these specifications are system-wide, they cannot be changed, deleted, or amended without the approval of the USM office. Job specifications are available in the Office of Human Resources and on the USM website.

A job description is the statement of the actual job duties and responsibilities that an employee performs. It is more detailed and specific than the Job Specification. Employee job descriptions are developed in accordance with USM Job Specifications. A Position Information Form (PI) is used to record an employee's actual duties and responsibilities.

The Employer retains the right to change an employee's job duties, job description and job specification. Upon initial employment



The parties recognize, agree, and understand that the Maryland Police Accountability Act of 2021 (MPA) applies to the employees covered by this MOU and that nothing in this MOU is

Department Head or designee, as appropriate, will issue a written decision on the grievance within fifteen (15) days following the close of the conference.

Step Two: If the employee is not satisfied with the Step One decision, the employee or the employee's designated representative, acting on behalf of the employee, may appeal to the Office of Human Resources within fifteen (15) days of receipt of the Step One decision. Upon timely receipt of an appeal, the Associate Vice President, Human Resources or designee, the aggrieved employee and the employee's designated representative where applicable, will hold a Step Two Conference on the grievance within fifteen (15) days of receipt of the appeal. The Associate Vice President, Human Resources or designee, as appropriate, will issue a written decision within fifteen (15) days following the close of the conference.

Step Three: If the employee is not satisfied with the Step Two decision, the employee or the employee's designated representative, acting on behalf of the employee, may, within twenty (20) days after receipt of the Step Two decision, appeal the Step Two decision to the Chancellor, who has delegated such matters to the Office of Administrative Hearings (OAH). The decision of the OAH is final and binding on all parties except to the extent an appeal is otherwise provided by law.

The Administrative Law Judge (ALJ) shall have the power to award back pay in any grievance and the University President shall enforce such order. In a reclassification case, an award of back pay may be made to the employee for a period not to exceed one year prior to the initial filing of the grievance and as otherwise consistent with the provisions of this MOU.

### **Section 25.3 - General Provisions**

1. 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 day of holiday observance under this MOU, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits of the processing of grievances are intended to expedite dispute resolution and, if not extended, must be strictly observed.
2. A failure by University management to provide a response in the time required shall be deemed a denial of the grievance from which an appeal may be taken.
3. Whenever an employee chooses to be represented by a union at a grievance proceeding, an official non-University employee FOP representative will be the only permitted representative. Employees otherwise may choose different individuals to assist with the proceedings. For purposes of this Article, the Union shall provide a list of its authorized representatives to the Office of Human Resources. A grievance must bear the signature of the employee or the employee's representative at each step of the procedure. To be valid, a grievance must be filed on behalf of a named employee or employees.
4. Meetings scheduled pursuant to this Article shall be scheduled at mutually agreeable times.
5. Each party shall make every effort to resolve a dispute at the lowest possible level.

6. A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the USM Board of Regents or with any applicable statute or administrative regulation issued under appropriate statutory authority, or that otherwise delimits the lawfully delegated authority of University officials, unless prior approval has been obtained from the responsible official.
7. Similar grievances may be consolidated and processed together as a single issue. The person hearing the grievance at Steps One and Two shall make all decisions related to the administration of such consolidated matters at these Steps only.
8. Employee grievance forms shall be available in the Office of Human Resources, and employees shall use the form provided by the Office of Human Resources to file grievances.
9. The person hearing the grievance may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence or witnesses.
10. Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
11. Release time from normal work schedules is to be granted to the grievant and all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
12. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head and who acts in his/her absence.
- 13.



satisfactory completion of mandatory training approved by the Maryland Police and Correctional Training Commission, the one year period starts on the date of hire. If the employee is hired before satisfactory completion of such mandatory training, the one year period starts on the date of the training's completion. Upon satisfactory completion of the post-training probationary period, such an employee will be moved to the minimum salary of the UPO II grade. Management will use best efforts to send new officers for training within one year of the date of hire.

Employees shall serve a status change probation for six (6) months, which probationary period may be extended for an additional six (6) months upon showing of just cause by the Chief of Police.

Until an employee has completed the original or status change probationary period, he/she shall not attain seniority and shall be designated as being on probationary status. During that period, he/she may be terminated by the Chief of Police or designee. For employees on original probation, termination may be without reason, at any time. For employees on status change probation, termination shall be for cause and pursuant to BOR Policy VII-1.21. Upon completion of the probationary period, an employee's seniority shall date back to the date he/she was hired. During the probationary period, the Chief of Police or designee shall conduct a six-month performance review.

### **Section 27.3 - Break in Seniority**



## **ARTICLE 30 – WORK FACILITIES**

### **Section 30.1 - Employee Meal Room**

Employees may eat meals in the squad room, which will be part of the secure area of the University Police facilities. Employees will have access to a microwave, a refrigerator, a sink, and a regularly maintained water cooler.

Se

- 1 baseball style uniform hat
- 1 bicycle helmet\*
- 1 pair bicycle gloves\*
- 1 bicycle shirt\*
- 1 pair bike patrol long pants\*
- 1 pair bike shorts\*

\* for bike patrol only



There will be a Preliminary Breath Test available for use for all shifts. All employees shall receive training on the use of the Preliminary Breath Test.

The University shall maintain 5 working flashlights and 3 riot shields.

Within sixty days following the effective date of this MOU, the Department will inspect each officer's uniform and equipment inventory as set forth above and provide each officer with any needed items so that the officer has a complete issue. Thereafter, at the discretion of the Chief of Police, employees may be entitled to normal wear and tear replacement of uniforms, as well as replacement uniforms due to loss or damage while the member is acting in the line of duty or engaged in the official business of the Employer. Uniforms and equipment at all times remain the property of the University, and the employees are responsible for the proper cleaning and routine maintenance of issued uniform items and equipment. The University shall furnish to employees a laundry and alterations service at no cost to them for their use in maintaining uniforms. Uniform items or equipment which must be replaced as a result of employee negligence or intentional misconduct must be replaced by the employee.

Each employee shall be entitled to an annual "equipment allowance," paid on July 1 of each year, of \$ 300.00 less applicable withholding, which is intended to purchase agency approved equipment, not typically issued (i.e. gloves, heat and cold gear, footwear, etc.). Employees shall be responsible for ensuring that all equipment purchased with their allowance meets the standards and requirements of the Department. All such items purchased are subject to inspection and shall be replace

**ARTICLE 33 – LAY-OFFS**





Employees who are required to attend court on behalf of the University for work-related reasons during their scheduled tour of duty or as an extension of their tour of duty will be paid for their normal duty pay unless overtime is required. Employees who are required to attend court on behalf of the University for work-related reasons during their off duty hours will be paid for the hours worked or a minimum of four (4) hours pay at the appropriate rate, whichever is greater. Should an employee be required to attend both a morning and afternoon session of Court, the employee will be paid for the hours worked or a minimum of six (6) hours pay at the appropriate rate, whichever is greater. When attending court for an agency outside the USM System, employees will be paid for the hours worked or two (2) hours at the appropriate rate, whichever is less.

#### **ARTICLE 35 – ACCESS TO POLICIES**

The University will maintain in the Human Resources Department a copy of the USM BOR personnel policies. The policies are also available on the University's website. As the Associate Vice President, Human Resources receives new or modified USM Personnel Policies, a copy will be forwarded by e-

## **ARTICLE 37 - MISCELLANEOUS**

### **Section 37.1 - Existing Policies and Procedures**

All USM BOR and University policies and procedures shall remain in force and effect unless modified specifically by this MOU or as provided below. Nothing contained in this Section 37.1 affects whatever rights the Union otherwise may have to contest the application of any such policy or procedure.

### **Section 37.2 - Changes in Terms and Conditions of Employment**

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees. The minimum notice to the Union of the intended change in working conditions subject to this obligation (including a proposed change in a BOR or University policy

**ARTICLE 38 –**

## **ARTICLE 41 – ENTIRE UNDERSTANDING**

The Employer and the Union acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided for in Title 3, SPP and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. The Employer and the Union agree that for the life of this MOU, and except as otherwise provided in this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject specifically referred to in this MOU; 2) subjects on which the Union made, or could have made, proposals during bargaining, but about which no agreement was reached. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.



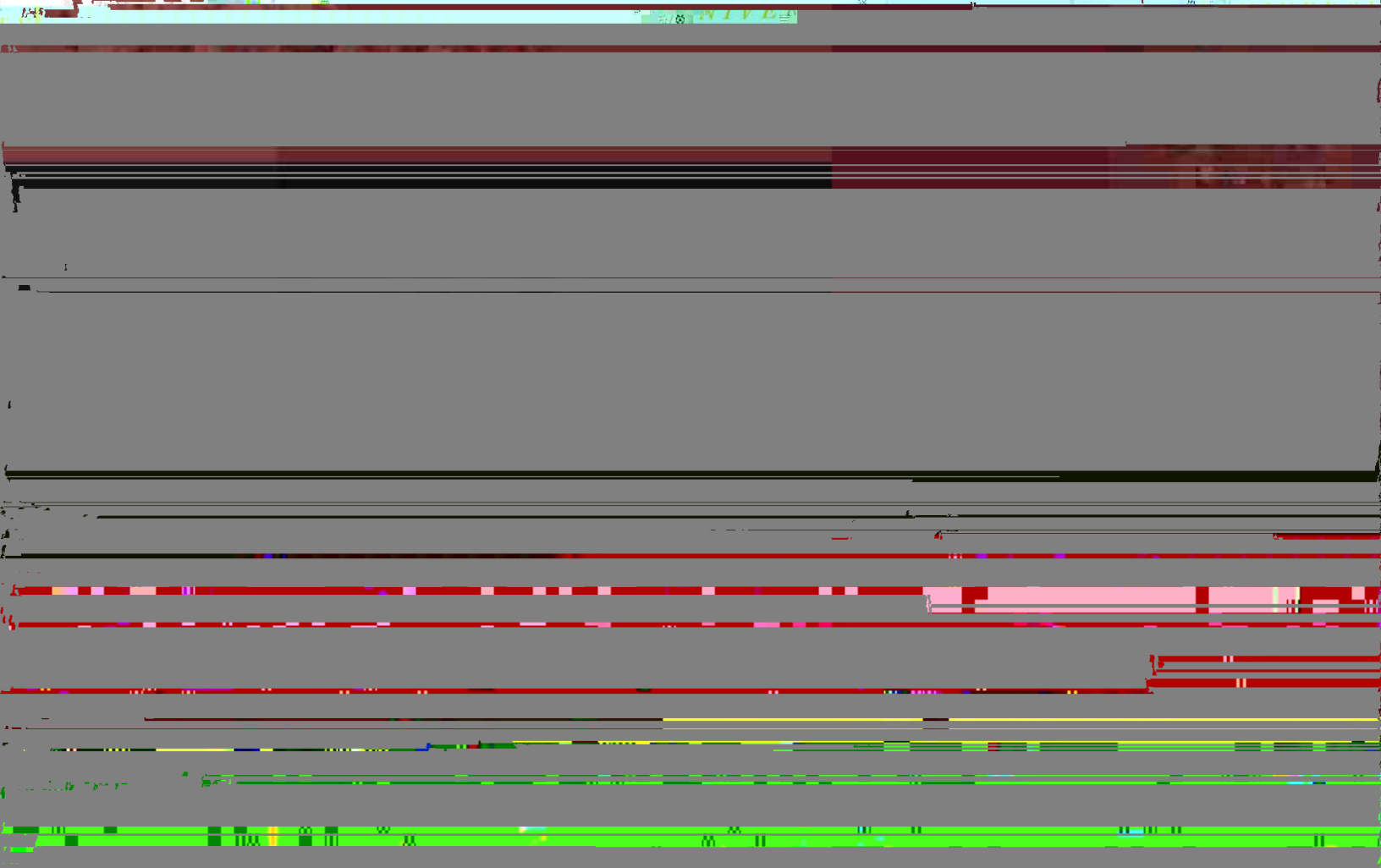




Appendix A - July 1, 2022 (3% COLA)

Step 2.5%

1            2            3            4            5

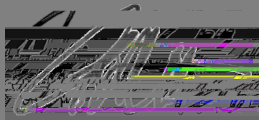


SIGNATURE PAGE

*For Salisbury University:*

*For the Union:*  
DocuSigned by:

*Kieran Dowdy*



/s/ Kathryn J. Bradley