

820082
7/1/03 - 6/30/05
MOU
17 pgs.

PREAMBLE

This Memorandum of Understanding ("Agreement") is entered into by the State of Maryland ("Employer") and the State Law Enforcement Officers Labor Alliance ("Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the Bargaining Unit employees covered hereunder. The Employer recognizes the commitment of the Union and employees to organizational efficiency and high quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures. This Agreement, including any appendices hereto, applies to all departments/agencies of the State whose employees are in the bargaining unit covered by this Agreement, except as to those provisions of this Agreement that are expressly limited to a particular department/agency.

It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval of the General Assembly of Maryland. The provisions of this Agreement shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland and the Annotated Code of Maryland, including Title 3, State Personnel and Pension Article (the State Employee Collective Bargaining Law), as amended, and all laws are hereby incorporated in this Agreement as if fully set forth herein and, except as provided in Article III, in the event of a conflict between this Agreement and the law, the law shall prevail.

ARTICLE I - RECOGNITION

Section 1. Exclusive Representation

Pursuant to the State Employee Collective Bargaining Law, the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the Bargaining Unit described in Appendix A to this Agreement. 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 said Bargaining Unit. The Employer will meet with other unions or employee organizations only pursuant to its legal and regulatory obligations, or when such issues have non-bargaining unit employees impact, when requested or directed by a member of another branch of government, when members of the general public would have the same ability to meet, or when the Governor or his designated primary representative decides such a meeting effectuates the purposes of the State Employee Collective Bargaining Law. The Employer may also meet with fraternal organizations representing its employees on matters of

mutual concern. In any case where the Employer meets with other union(s) or employee organization(s) with regard to bargaining unit members or issues, the SLEOLA President will be given timely notice of such meeting.

Section 2. Integrity Of The Bargaining Unit

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

Section 3. Inclusion/Exclusion Of Existing And New Classifications

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

ARTICLE II - NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

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

It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the State to discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, disability, marital status or labor or organization affiliation.

Section 2. Union Activity

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

Section 3. Equal Employment/Affirmative Action/ADA

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

Section 4. Representation

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

ARTICLE III - MANAGEMENT RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and, except as expressly limited by a specific provision of this Agreement, 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, can be changed by management after negotiations with the Union to the extent required by Article XVII (Mid-Contract Negotiations).

It is understood and agreed by the parties that the Employer possesses all other power, duty and right to operate and manage its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals.

ARTICLE IV - UNION RIGHTS

Section 1. Access

The Employer agrees that local representatives, officers and Union staff representatives shall have reasonable access to the premises of the Employer with prior notice and approval by the Employer for the reason of administration of this Agreement. The Union agrees to notify the Employer at least five (5) days in advance of a non-emergency, mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. In addition, upon

reasonable notice to and approval by the Employer and consistent with security and public service requirements, union representatives shall have access to the Employer's premises for the purpose of membership recruitment. Approval for access described in this section shall not be unreasonably denied.

Section 2. Stewards

The Employer will recognize stewards designated by the Union who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. A grievance will have no more than one (1) steward investigating or processing the grievance, or in attendance at grievance hearings. Each installation shall have one steward designated by the union, except that for MSP-Field Operations Bureau, DGS and DLLR installations, an alternate shop steward may be designated. It is understood that shop stewards assigned to the same installation will not be absent from duty concurrently as a result of his/her responsibilities as a steward. For bureaus or divisions where an installation is not clearly defined (e.g. task force) and the union believes it is reasonable and necessary to have a steward designated at the operation, the matter will be referred to the Labor Management Committee for resolution. In the event the Labor Management Committee is unable to agree, the issue will be submitted to the State's Chief Negotiator and the President of the Union for final action.

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

Section 3. Time Off With Pay During Working Hours

The Employer shall grant time off with pay, consistent with the operational needs of the Employer, including reasonable travel time when necessary, during work hours, the total of which on a daily basis will not exceed the employee's normally scheduled workday, to attend grievance meetings, labor/management meetings, negotiating sessions regarding supplementation or amendment of this Agreement during its term, committee meetings and activities if such meetings or activities have been jointly established by the parties, or meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being Union representatives time off with pay will not be unreasonably withheld. The Union will normally provide the Employer with the names of its representatives who need release time not less than five (5) days of the date of the meeting.

Union representatives shall be allowed work time to complete assignments that have been

assigned by the Labor Management Committee. The Employer shall determine when the time can be taken.

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

Section 4. Release Time Account For Union Activities

On July 1 of each year, the Employer shall credit the Union's release time account with one (1) day for every fifteen (15) bargaining unit members. Union representatives will be allowed time off with pay charged against the account consistent with the operational needs of the Employer for Union business such as state or area-wide committee meetings or state or international conventions, preparation time for negotiations or Labor-Management Committee meetings, and union sponsored labor relations training provided such representative provides reasonable notice to his/her supervisor of such absence. Reasonable notice for Union sponsored meetings and conventions listed above is at least thirty (30) days and the Employer shall respond within fifteen (15) days of receiving the representative's notice. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.

In addition to the release time described above, the Union is entitled to release time for nine bargaining unit members (one from each member organization plus two SLEOLA officers) for all negotiation sessions and as is necessary to participate in internal union caucuses that are approved by the State during the pendency of negotiations. Such caucuses may be held on days when bilateral negotiations are not scheduled. It is understood that such release time may on occasion need to be rescheduled because of emergency circumstances. Release time for negotiations will be allowed consistent with the operational needs of the Employer and will not be unreasonably denied.

Section 5. Meeting Space

Union representatives may request the use of state property to hold union meetings. Upon prior notification, the Employer will provide meeting space where feasible. Such meetings will not interrupt state work and will not involve employees who are working. The Employer shall make space available for Union representatives to have confidential discussions with employees on an as-needed basis subject to availability.

Section 6. Routine Office Supplies

Union representatives are authorized to make reasonable use of copiers and fax machines pursuant to Departmental policy, provided that such use does not interfere with departmental

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

Section 7. Bulletin Boards

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

Section 8. Mail Service And Computer Mail

The Union shall be permitted to use internal state mail systems, including computer/electronic mail/fax, for membership and bargaining unit mailings. The use of computer/electronic mail/fax is subject to the same rules of use as described in Section 6. Confidentiality shall be maintained subject to the Employer's security needs. Union mass mailings by internal state mail will be limited to four (4) times per calendar year. Such mass mailings may be individually addressed or distributed by work assignment or facility location. The Union shall give the Employer reasonable notice in advance of mass mailings. The Union and the Employer shall develop a system for these mailings.

Section 9. Distribution Of Union Information

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

At secure facilities, the Union shall be permitted to place informational materials for employees at the worksite. The placement shall be limited to the area designated as the police officer's room commonly used to distribute inter-office mail. The information shall be placed in the area designated by the Employer and may have a sign of identification. This placement must be done by a police officer designated by the Union who holds the appropriate security credentials. Distribution of materials will be done in a non-secure area during non-work hours.

Section 10. New Employee Orientation

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

Section 11. Information Provided To The Union

The Department of Budget and Management and the Department of Transportation shall provide to the Union a list of information, to include: new hires, separations, promotions, transfers and reclassifications (including agency code, position numbers involved, classifications, grades, and effective dates) for all bargaining unit employees. New hire employee information will be provided at the beginning of each month and will include actions processed during the preceding month. Other personnel actions listed above will be provided to the Union on a quarterly basis. The above information shall be provided on a computer tape or disk in a format convenient to the Employer.

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

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

The Union shall treat the information with confidentiality.

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

Section 12. Release From Duty Issues

The parties recognize their respective obligations to appropriately administer the Agreement in an efficient manner in the context of effective and efficient government operations. To this end, the Employer and the Union shall each designate a person to discuss and resolve issues associated with release from duty or time off with pay. The Employer may require requests for release time from duty or time off with pay to be in writing. When the Employer

denies time off based on operational needs in accordance with this Agreement, it shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he/she can obtain the time off.

Section 13. Exclusivity

The provisions of this Article shall apply exclusively to the Union except that other unions or employee organizations may continue to receive access to facilities and services or information as required by Federal and State laws, rules, regulations, and orders or when the Governor or his designated primary representative decides access to facilities and services effectuates the purposes of the State Employee Collective Bargaining Law.

Section 14. Union Pin

The Employer agrees in principle to allow a SLEOLA union pin to be worn on the official uniform of members of bargaining unit I. The Employer reserves the right to deny this approval until a pin is presented for review and the appearance of the pin is determined to be appropriate for display. The pin location on the uniform will be determined during discussions at agency labor/management committees.

Section 15. Manuals

The Employer will provide the Union with one copy of each agency's Administrative and Operational Manuals, and will provide, in a timely fashion, copies of any changes to said documents. The Employer will also provide the Union with an initial issue of the State Personnel and Pension Article of the Annotated Code of Maryland. The Union will be charged for copies of subsequent revisions. Specific unit standard operating procedure manuals will be released as agreed at agency Labor/Management Committee meetings.

Section 16. Check-off Of Dues

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

ARTICLE V - LABOR/MANAGEMENT COMMITTEES

Section 1. Labor/Management Committee

The parties recognize that the holding of periodic meetings for the exchange of views and

information contributes to the effectiveness of the labor/management relationship. Therefore, the parties shall establish a Labor/Management Committee (LMC) in each agency covered by this MOU, in accordance with the provisions in this Article and as elsewhere described in this Agreement, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting employees. Each LMC will be co-chaired by one member from labor and one member from management.

Section 2. State Labor/Management Committee

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

Section 3. Training

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

ARTICLE VI-SALARY AND PAY PLAN

Section 1.

Effective July 1, 2000, the State shall implement revised pay plans for all troopers employed by the Maryland State Police and all officers and rangers employed by the Department of Natural Resources. These revised pay plans, which are attached to this MOU as Appendix A-1 (for MSP troopers and DNR officers) and A-2 (for DNR rangers), respectively, are based on current annual salaries, such that Step K of the revised pay plans are equal to the L-21 longevity step on the current pay plans, and each Step after Step K (i.e., Steps L through Q) represent increases of two percent (2%).

Section 2.

Effective November 15, 2000, a general wage increase of four percent (4%) shall be added to all grades and steps of all employees represented by SLEOLA, including the revised pay plans described in paragraph 1 above and any other pay plans applicable to other SLEOLA represented employees. The revised pay plans described in paragraph 1, as amended by this 4% wage increase, are attached to this MOU as Appendix B-1 (for MSP troopers and DNR officers) and B-2 (for DNR rangers), respectively.

Section 3.

Effective July 1, 2001, the revised pay plans for MSP troopers and DNR officers and rangers

shall be further revised such that Steps I and above for all grades shall be increased by a flat dollar amount of eight hundred and fifty dollars (\$850.00). These revised pay plans, as described in paragraph 1 and amended by the 4% wage increase described in paragraph 2 above and this increase of \$850.00, are attached to this MOU as Appendix C-1 (for MSP troopers and DNR officers) and C-2 (for DNR rangers), respectively.

Section 4.

Effective January 1, 2002, a second general wage increase of four percent (4%) shall be added to all grades and steps of all employees represented by SLEOLA, including the revised pay plans described in paragraph 1 (as amended by paragraphs 2 and 3 above) and any other pay plans applicable to other SLEOLA represented employees. The revised pay plans described in paragraph 1 as amended by the 4% wage increase described in paragraph 2 above, the increase of \$850.00 described in paragraph 3 above, and this 4% wage increase are attached to this MOU as Appendix D-1 (for MSP troopers and DNR officers) and D-2 (for DNR rangers), respectively.

Section 5.

MSP troopers and DNR officers and rangers covered by the revised pay plans shall be placed on these pay plans, at their then-current annual salaries, at 12:01 a.m. on July 1, 2000. These troopers, officers, and rangers, as well as all other employees represented by SLEOLA, thereafter will receive step increases during either July (starting July 1, 2000) or January of each fiscal year, based on the implementation rules discussed and adopted by the parties and applicable to other State employees. In general terms, these rules provide that employees whose Enter on Duty date falls from January 1 through June 30, will receive their annual step increase each year effective on January 1, and employees whose Enter on Duty date falls from July 1 through December 31, will receive their annual step increase each year effective on July 1.

Section 6. Shift Differential

Effective July 1, 2001, shift differential shall be increased for all employees represented by SLEOLA from eighty-seven and one-half cents (\$.875) per hour to one dollar (\$1.00) per hour.

Section 7. Clothing Allowance

Clothing allowance shall be \$1,000.00, per fiscal year, beginning FY2000, payable the first pay period in July and the first pay period in January at \$500.00 each.

Section 8. Pension

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

Section 9. Additional Salary And Pension Increases

Certain salary and pension increases were agreed to for the period July 1, 2002-June 30, 2004, but were not approved by the General Assembly of Maryland (See Appendix E).

ARTICLE VII - DISPUTE RESOLUTION PROCEDURE

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

Subject to any limitations of existing law, disputes concerning the interpretation or application of this Agreement (including appendices hereto) involving employees of any other State departments/agencies covered by this Agreement will be resolved pursuant to the following dispute resolution procedure:

Section 1.

Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms of this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of the MOU. Disciplinary appeals/grievances otherwise appealable through procedures established by law or regulation are not subject to this procedure.

Section 2. Procedure

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

Step One

Within 15 days after the event giving rise to the complaint or within 15 days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and/or the Union representative shall discuss the dispute with the employee's immediate supervisor. The Supervisor shall attempt to adjust the matter and respond orally to the employee and/or the Union representative within three (3) days.

Step Two

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

Step Three

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

Step Four

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

When fact-finding is invoked, the Union and the Employer shall jointly request a list of seven (7) neutral fact-finders from the FMCS. The parties will meet within fifteen (15) days of receipt of the FMCS list to seek agreement on one of the listed fact-finders. This meeting may take place on the telephone. If the parties cannot agree on a fact-finder, the Employer and the Union will alternately strike one name from the list until a single name remains. A flip of the coin shall determine who shall strike the first name.

The fact-finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to the parties proceeding with the substantive issues involved in the case. The cost of the fact-finder shall be shared equally by the parties.

Appeal Of Fact-finder's Decision

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

Section 3. General Provisions

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

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. Each agency shall provide the Union with a list (including telephone number, fax number and mailing address) of its appointing authorities and Heads of Principal units (or designees).
- D. Only designated Union representatives may represent employees or file appeals under this procedure. For purposes of this Article, stewards, Union staff and Union officers shall be considered designated Union representatives. The Union will provide a list of the names of the aforementioned (to include telephone numbers, fax numbers and mailing addresses) to the Executive Director of the Office of Personnel Services and Benefits. An employee's complaint must be signed by a Union representative of SLEOLA.
- E. Stewards and Union representatives referred to in this procedure shall be granted reasonable time off with pay to process grievances pursuant to this Article during working hours. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time during the regular working hours of the Union representative and Employer representative, if possible, but such meetings may be waived by mutual agreement. If the Union and Employer representative do not work on an overlapping schedule, the meeting shall be scheduled during regular day shift hours and, upon

request of the Union representative, his/her schedule shall be adjusted if it is consistent with operational needs of the agency. There shall be no overtime or compensatory time earned for the processing of a complaint or attendance at a meeting under this Article.

- F. A written complaint shall state the issues including a citation to the relevant portion of the MOU allegedly being violated.
- G. Each party shall make every effort to resolve a dispute at the lowest level possible.

ARTICLE VIII - LEAVE WITH PAY

Section 1. Personal Leave

Employees shall be entitled to six (6) days of personal leave each calendar year. Part-time employees shall be entitled to days of personal leave on a prorated basis. 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:
Less than five (5) years of service - up to ten (10) days per year
Five (5) to ten (10) years of service - up to fifteen (15) days per year
Eleven (11) years to twenty (20) years of service - up to twenty (20) days per year
Twenty (20) years of service or more - up to twenty-five (25) days per year
The amount will be prorated for employees who work less than full-time.

Section 2a. 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 fifty (50) days, or four hundred (400) hours. If an employee is denied the opportunity in a calendar year to use annual leave in excess of the fifty (50) days or four hundred (400) hours by his/her appointing authority, the employee shall be permitted to cash out the excess annual leave if funding is available.

Section 2b. Payment Upon Separation

An employee or an employee's estate will be paid for all accumulated annual leave upon termination of state service at the time that the employee receives his/her pay check for the final period of work or the next pay period.

Section 3. Sick Leave

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

Section 3a. 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 4. 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 5. Bereavement Leave

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

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

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

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

Section 6. Military Leave

Any employee who is a member of a reserve component of the Armed Services or organized militia shall be permitted military leave with pay for up to fifteen (15) working days per year for training or active duty. To be eligible, the employee must provide the employer with a copy of the orders from his/her unit.

ARTICLE IX – LEAVE WITHOUT PAY

Section 1. Injury/Illness Leave

- A. Employees may be granted a leave of absence without pay for a documented temporary illness or disability when there is medically documented evidence that the employee can return to his/her full range of duties within six (6) months. The Employer will grant or deny such request on a fair and equitable basis. Such employees will not be separated from the payroll and will be restored to their positions within the six-month (6) period.
- 1. Employees may also be granted a leave of absence without pay for up to six (6) months when there is medically documented evidence that an immediate family member for whom the employee is needed to provide direct care has a catastrophic illness or injury.
 - a). Immediate family member will include the spouse of the employee; children including foster and stepchildren of the employee; parents, stepparents, or foster parents of the employee; brothers and sisters of the employee; and grandparents and grandchildren of the employee.
 - b). Catastrophic illness or injury means a condition that is incapacitating or life threatening as certified by a health care provider, as defined in the Family and Medical Leave Act.

1. If a vacancy does not exist at the time the employee is ready to return to work, or within sixty (60) days of notifying the Appointing Authority of their ability to return to work, they shall be placed on the State's reinstatement list for all classes for which the employee qualifies for the remainder of their reinstatement period. The Employer will grant or deny, such request on a fair and equitable basis.

ARTICLE X - HOLIDAYS

This Article governs holidays except as otherwise authorized by law.

Section 1.

The following holidays will be observed:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
Labor Day	Each Statewide Election Day

Any other day proclaimed as a holiday or non-working day by the Governor of the State of Maryland or the President of the United States of America.

Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday and when a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday will commence at 12:01 A.M. and end at 12:00 Midnight. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay, at the employee's choice.

ARTICLE XI - HEALTH INSURANCE ADVISORY COUNCIL

The Governor will appoint the Union's nominee to the Health Insurance Advisory Council.

ARTICLE XII - SAFETY

Section 1. General Duty

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

Section 2. Unsafe Condition

Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Where an unsafe condition is alleged to exist by the Union on behalf of affected employees, or the matter referred by the employee to the supervisor is not resolved to the satisfaction of the employee, the matter will be submitted to the next Labor/Management Committee for discussion. Nothing in this Article requires the Employer to take any corrective actions, and matters raised herein are not subject to the Dispute Resolution Procedures.

ARTICLE XIII - REDUCTION IN FORCE

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

ARTICLE XIV - MISCELLANEOUS

Section 1. Agreement

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

Section 2. Preservation Of Benefits

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

ARTICLE XV - WORK STOPPAGES

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

ARTICLE XVI - PERSONNEL FILE

Section 1. Official Personnel File

Only one official personnel file shall be kept for each employee at the appropriate personnel office. The Employer may also maintain employee files in the Internal Affairs, the Motor Vehicle Division and the Office of Professional Responsibility. Records of previous discipline not found in the Internal Affairs Unit, the Motor Vehicle Division, the Office of Professional Responsibility 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, a representative(s) shall have the right to review his/her personnel files upon request, during normal business hours with no loss of pay. Employees have the right to copy any documents in his/her file. The employer may be required to assume reasonable costs of copying.

Section 3. Notification

From the effective date of this memorandum, any derogatory material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to the employee. If the employee refuses to sign, material shall be placed in the file with a note of

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 employee shall be appended to the appropriate document.

Section 6. Work Files

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

ARTICLE XVII - MID-CONTRACT NEGOTIATIONS

Section 1.

The Employer and the Union acknowledge their mutual obligation to negotiate as required by law over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by Agreement. The Union's ability to negotiate does not provide the Union with a "veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes. The Employer expressly agrees not to propose changes in working conditions that are mandatory subjects of bargaining to the General Assembly that have not been subject to the bargaining process described in this Article.

Section 2.

The obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees. The minimum notice to the Union of an intended change in working conditions is thirty (30) days. If required to meet a legislative

Section 3.

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

ARTICLE XVIII-PROVISIONS APPLICABLE TO PARTICULAR AGENCIES

A. PROVISIONS APPLICABLE TO MARYLAND STATE POLICE (MSP)

1. Secondary Employment

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

2. Study Committees

With regard to study committees, the parties will establish two ad hoc committees as work groups of the Labor/Management Committee for the following purposes:

- (a) To discuss the manpower staffing per shift at barracks. Recommendations will be submitted to the Superintendent within six (6) months of the ad hoc committee's first meeting.
- (b) To discuss the policy on transfer and promotional assignments. Recommendations will be submitted to the Superintendent within twelve (12) months of the ad hoc committee's first meeting.

3. Labor-Management Committee

With regard to Labor/Management Committees, the department and SLEOLA will establish and maintain a Labor Management Committee as follows:

The parties will establish within the department a joint labor management committee consisting of five members appointed by SLEOLA and five members appointed by the Employer. The committee will meet at least monthly except by majority consent of the committee.

on-duty status while attending such meetings.

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

4. State Committees

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

5. Side Letter

With regard to the side letter on the Wellness Program:

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

B. PROVISIONS APPLICABLE TO DEPARTMENT OF NATURAL RESOURCES POLICE (NRP)

1. Labor Management Committee

- A. Will meet at least bi-monthly.
- B. Equal number of Union and Employer members (five each).
- C. SLEOLA will designate Union representatives from its affiliated organization.
- D. SLEOLA will designate Co-Chair of Committee.
- E. Members will be deemed in duty status while attending LMC (no overtime).

2. Overtime

Cash overtime employees may elect compensatory time in lieu of cash payment su

3. Safety And Health

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

- A. The Employer will make available through Health Insurance, or other means, testing for exposure to and vaccination for the following occupational diseases: Lyme's Disease, Rabies, Hepatitis B and HIV.
- B. The Employer will provide each employee insect repellent and sun block lotion.
- C. All marked marine outboard vessels will be equipped with adequate sunscreen (T-tops or canopies).
- D. A study committee will be convened within the Agency LMC to review and make recommendations to the Superintendent regarding the need, validity and affordability of each sworn employee being provided with a properly equipped police vehicle to perform their official law enforcement duties. This study will be concluded and recommendations will be provided to the Superintendent prior to July 1, 2003.

4. Police Work

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

5. Uniforms

- A1. The Employer agrees to provide an initial supply of uniforms at no cost to the employee which shall include:

- 5 Long Sleeve Shirts
- 5 Short Sleeve Shirts

pants only) per year at a one for one exchange at no cost to the employee.

- B. The Employer agrees to continue the practice of providing each employee two badges.
- C. The parties agree to create a Study Committee within the Agency LMC to study and identify whether there is an appropriate and affordable utility uniform that should be used for certain specific Natural Resources Police duties. The committee will study the same issues regarding survival suits. A report including the committee's recommendations will be presented to the entire LMC prior to July 1, 2003.
- D. The Employer shall inspect all body armor annually, and any body armor that is identified to be defective or unserviceable, shall be replaced.

Effective July 1, 2004 all body armor will routinely be replaced in accordance with the manufacturer's specifications.

6. Alternative Work Days

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

7. Field Enforcement Functions

The Agency LMC will review and discuss the current policy of requiring employees to work with non-employees or non-sworn police officers while performing field law enforcement functions. The LMC will address issues including, but not limited to, appropriate service, operational needs and safety needs. The LMC shall furnish a written report including

employment during a workweek that includes two leave days.

- B. Employees must be off-duty at least 8 continuous hours prior to returning to work a regular NRP shift.
- C. Regardless of duty status the next day, employees will only work a maximum of 16 consecutive hours when combining a regularly scheduled shift which includes hours worked and all off-duty secondary employment hours. On non-duty day employees may work a maximum of 16 hours of off-duty secondary employment.
- D. Officers will report for duty fully rested and alert, capable of performing the essential functions of a Natural Resources Police Officer and other duties as assigned.

9. Side Letter

The parties agree to a side letter on the modification of State grievance procedures.

C. PROVISIONS APPLICABLE TO DEPARTMENT OF NATURAL RESOURCES (DNR) PARK RANGERS

1. Labor Management Committee

- A. Will meet at least bi-monthly.
- B. Equal number of Union and Employer members (five each).
- C. SLEOLA will designate Union representatives from its affiliated organization.
- D. SLEOLA will designate Co-Chair of Committee.
- E. Members will be deemed in on duty status while attending LMC (no overtime).

2. Overtime

Cash overtime employees may elect compensatory time in lieu of cash payment subject to the Employer's approval. The Employer agrees to continue the practice of permitting the employee, with the approval of the Employer, the right to earn compensatory time and cash overtime during the same pay period, provided that the employee may not earn compensatory time and cash overtime on the same day.

immunization where appropriate.

- A. The Employer will make available through Health Insurance, or other means, testing for exposure to and vaccination for the following occupational diseases: Lyme's Disease, Rabies, Hepatitis B and HIV.
- B. The Employer will provide each employee insect repellent and sun block lotion.
- C. All marked marine outboard vessels will be equipped with adequate sunscreen (T-tops or canopies).
- D. The Employer agrees that any ranger who is living in an "Operational House" will be provided a properly equipped police vehicle to be kept at their residence when off duty.
- E. Rangers will also be included as part of the Natural Resources Police study concerning the need, validity and affordability of each sworn officer being provided with a properly equipped police vehicle to perform their official law enforcement duties. A copy of these recommendations would be provided to the Superintendent of the State Forest and Park Service prior to July 1, 2003.

4. Police Work (Vehicle/Vessel Maintenance Requirement)

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

5. Uniforms

- A1. The Employer agrees to provide an initial supply of uniforms at no cost to the employee which shall include:

- 5 Long Sleeve Shirts
- 5 Short Sleeve Shirts
- 5 Winter Pants
- 5 Summer Pants

uniforms (shirts and pants only) and two (2) replacement winter uniforms (shirts and pants only) per year at a one for one exchange at no cost to the employee.

The Employer also agrees to provide an additional bike patrol uniform to each employee assigned bike patrol once every two (2) years, upon request, at no cost to the employee.

- B. The Employer agrees to continue the practice of providing each employee two badges.
- C. The parties agree to create a Study Committee within the Agency LMC to study and identify whether there is an appropriate and affordable survival suit that should be used for certain specific Park Rangers' duties. A report including the committee's recommendations will be presented to the entire LMC prior to July 1, 2003.
- D. The Employer shall inspect all body armor annually, and any body armor that is identified to be defective or unserviceable, shall be replaced. Body armor shall be routinely replaced in accordance with manufacturer's specifications.

6. Alternative Work Days

- A. An employee may elect to split a shift subject to the approval of his/her supervisor. When the shift is split, the employee will not be paid for any time not actually worked between shifts.
- B. Schedules will not be changed to avoid paying overtime for an appearance in court or official duty, unless the employee agrees to the change.

7. Study Committees

A. Promotion Process

The Agency will create a Study Committee to include the LMC to study the current promotional process and make recommendations for a uniform defined promotional process. Included in this study will be recommendations to the Superintendent regarding the criteria to be considered when determining if promotional opportunities exist for an employee.

B. Pay for Performance

The Agency agrees to create a study committee within the Agency LMC to review law enforcement pay for performance evaluation system. The committee will report including recommendations within six (6) months after the signing of the agreement.

8. Eight (8) Hour Work Day

The normal workday for Department of Natural Resources Park Rangers will be an 8-hour day.

9. Side Letter

The parties agree to a side letter on the modification of State grievance procedures.

D. PROVISIONS APPLICABLE TO DEPARTMENT OF GENERAL SERVICES (DGS) POLICE

1. Vacations

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

2. Personal Days

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

3. Labor Management Committee

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

4. Work Related Meetings

5. Call Back Pay

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

6. Training

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

7. Safety

The Employer has requested funding in Fiscal Year 2003 budget submission to provide employees with a radio capable of communicating with other law enforcement in neighboring jurisdictions.

8. Side Letter

The parties agree to a side letter on the modification of State grievance procedures.

E. PROVISIONS APPLICABLE TO FIRE MARSHALS

1. Study Committee – Pay For Performance

SLEOLA will be asked to provide comments to the Statewide Task Force, which was formed to monitor the effectiveness of the appraisal process and recommend any necessary changes.

2. Vehicles

- A. All OSFM vehicles shall be unmarked with the following exceptions:
 - 1). Bomb Squad Vehicles.
 - 2). Vehicles of those personnel assigned to the OSFM K-9 Unit.

3. Equipment

The Employer will make every effort to have laptop computers at each regional of

4. Training

The Employer shall provide quarterly in-service training. Officers, who request it, be provided with shotgun training.

5. Transfer Requests

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

6. Filling Of Acting Vacancies

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

7. Schedule

If a work schedule is changed with less than 5 days notice, absent an emergency si overtime shall be paid for such hours.

8. Side Letter

The parties agree to a side letter on the modification of State grievance procedures

F. PROVISIONS APPLICABLE TO DEPARTMENT OF HEALTH AND MEN HYGIENE (DHMH) POLICE

1. Initial Supply Of Uniforms And Replacement

A. Initial supply of uniforms at no cost to the employee shall include:

B. Each year the following replacement uniforms will be provided:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 pairs of pants

C. Other replacement uniforms may be requested to replace damaged uniforms if damaged uniform is returned.

D. The Employer will provide two badges.

2. Office

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

3. Vehicle

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

4. Safety

A. Only Police Officers will perform police functions. Building Guards shall only

- (i) perform safety check of interior of buildings,
- (ii) monitor ingress and egress from the building, and
- (iii) perform safety checks in the parking lots.

B. Employees will be provided with a radio capable of communicating with other police agencies.

5. Study Committee

The Employer agrees to:

A. Create a Study Committee to study cooperative agreements with local law

(v) How and when DHMH assists other agencies.

C. DHMH and the SLEOLA LMC is to study the feasibility of standardization of operations and policies at DHMH facilities recognizing that DHMH campuses from very small to very large and that the command structures are not a single structure. The study of the feasibility of standardization of the following issue should include:

- (i) Standardized operation manual for DHMH Police.
- (ii) Standardized description of police duties for all facilities.
- (iii) Standardized operating procedures (SOPs) for all DHMH and specific for institutions.

6. Side Letter

The parties agree to a side letter on the modification of State grievance procedures

G. PROVISIONS APPLICABLE TO DEPARTMENT OF LABOR, LICENSING REGULATION (DLLR) POLICE

1. Safety

- A. The Employer will provide On the Job Training for any employee functioning dispatcher.
- B. The Employer will establish uniform procedures for the dispatch functions.
- C. The Employer will make arrangements to assure that phones and radios in cen communications are monitored at all times.
- D. If sufficient radios are available, the Employer will allow officers to take radic It is the officer's responsibility in such instances to make sure the radio is char
- E. The Employer will retrofit an existing agency vehicle for purposes of prisoner transport. Cost not to exceed \$500.00.
- F. The Employer will provide a Standard Operating Procedure (SOP) for the bacd employees. The Sergeant will provide back up for the employee requesting ass

2. Staffing

3. SOP Manual

A Side Letter from DLLR regarding a Standard Operating Procedure (SOP) manual was referred to the LMC and implemented within 120 days of the ratification of this MOU.

4. Side Letter

The parties agree to a side letter on the modification of State grievance procedures.

H. PROVISIONS APPLICABLE TO MOTOR VEHICLE ADMINISTRATORS (MVA) POLICE

1. Equipment

Police Officers shall be assigned and shall carry weapons.

2. Side Letter

The parties agree to a side letter on the modification of TSHRS grievance procedures.

ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - PUBLICATION OF AGREEMENT

The Employer will pay for the publication and distribution of this M.O.U.

ARTICLE XXI - DURATION

- A. Except as otherwise provided herein, this Memorandum of Understanding shall become effective upon signing and remain in effect until June 30, 2005. This shall be automatically renewed from year to year thereafter unless either party provides written notification to the other by September 1 of the calendar year of expiration of its intent to terminate, modify or amend this M.O.U.

- B. Notwithstanding Paragraph A above, this Memorandum of Understanding shall be reopened effective July 1, 2003 for the sole purpose of negotiating salaries, fringe benefits, pension and other forms of compensation, provided SLEOLA provides written notification during November of each year that this M.O.U. is in effect. The Executive Director, Office of Personnel Services and Benefits for the State of Maryland shall provide written notification of its intent to terminate, modify or amend the M.O.U. with regard to these matters. If negotiations are reopened under this paragraph, all provisions of the Memorandum of Understanding shall remain in full force and effect during an reopening.

This M.O.U. is hereby accepted by the parties on this 9th day of April 2003.

For the State of Maryland:

**For the State Law Enforcement Officers
Labor Alliance (SLEOA):**

Andrea M. Fulton, Chief Negotiator
Executive Director
Office of Personnel Services & Benefits
Department of Budget & Management

James Wobbleton
President, SLEOLA

Richard D. Poist
Chairman, SLEOLA Negotiating Team

Approved by: