

AMENDMENT TO MEMORANDA OF UNDERSTANDING
Between
American Federation of State County and Municipal Employees
And
The State of Maryland

This Amendment to the Memoranda of Understanding is made this 31st day of December by and between the State of Maryland and the American Federation State County and Municipal Employees (AFSCME).

The Memoranda of Understanding for employees in bargaining units A, B, C, D, and F and Unit H dated January 1, 2018 – December 31, 2020 by and between the State and the Union is hereby modified in accordance with the terms of this Amendment. Wherever there is any conflict between this Amendment and the respective Memoranda of Understanding between the State and AFSCME, the provisions of this Amendment control and the Memoranda of Understanding shall be construed accordingly.

The terms and provisions of the Memoranda of Understanding are hereby modified in the following manner:

ARTICLE 7. WAGES

Section 1A.

Wages

Effective no later than January 1, 2021, a general cost of living adjustment wage increase (COLA) consisting of 2% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.

If (final) actual General Fund revenue collections for fiscal year 2020 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2019 as published in the Board's Report of December 2019 by an amount greater than \$75 million, the Governor shall agree to request a deficiency appropriation at the 2021 Session of the Maryland General Assembly in an amount sufficient to provide all permanent State employees of bargaining units A, B, C, D, F and H a \$500 bonus on effective January 1, 2021.

Bonuses

I. Correctional Officer Retention and Longevity Pay Incentive Program – DPSCS ONLY

Beginning December 18, 2019 eligible correctional officers will be given a “sign-on” bonus of \$7,500.00. Eligibility for this bonus is as follows:

1. The employee must be employed in an eligible classification; for the purposes of bargaining unit H, these classifications are:
 - a. Correctional Officer I;
 - b. Correctional Officer II;
 - c. Correctional Officer Sergeant; and
2. The employee must be retirement eligible as determined by the State Retirement Agency; and
3. The employee must commit to remaining employed in an eligible correctional officer classification for four years from the date that the employee enters the Program.

At the end of year two, the eligible employee will receive a payment of \$7,500.

If an employee remains employed in an eligible classification for four-years from the date that the employee enters the Program, a payment of \$22,500 will be made to the employee.

If the employee fails to remain employed in an eligible classification for the entire four-year period, the employee will be required to repay \$1,500 for each year short of the four-year commitment, except that if the eligible employee retires on a disability retirement, the employee will not be required to repay any monies obtained under the Program.

Eligible employees may enter the Program at any time between the dates of December 18, 2019 through June 30, 2023. The Program will end on June 30, 2023. Employees will be required to execute an Obligated Service Agreement, a copy of which is attached to this Amendment to the MOU.

II. Special Duty Bonuses – DPSCS ONLY

1. Special Operations Group and Tactical Officers - \$1,000 bonus paid no later than 30 days after the close of the pay period ending December 29, 2020.
2. Specialized Contraband Interdiction Team Officers - \$500 bonus paid no later than 30 days after the close of the pay period ending December 29, 2020.

3. Weapons Certified Officers - \$500 bonus paid no later than 30 days after the close of the pay period ending December 29, 2020.
4. Correctional Officers and Parole and Probation employees certified as Instructional Trainers by Maryland Police and Correctional Training Commission - \$500 bonus paid no later than 30 days after the close of the pay period ending December 29, 2020.

III. Maryland Department of Veterans Affairs (MDVA) Retention Bonus

Beginning on January 1, 2020, newly hired employees of the MDVA in the classifications listed below may be eligible for a Retention bonus:

1. Veterans Cemetery Caretaker
2. Motor Equipment Operator III
3. Veterans Cemetery Equipment Operator

In addition to new hires, as of the effective date of this bonus program, current MDVA employees in the classifications listed above will be eligible to receive the cumulative total of bonus(es) for which their already completed service (in the eligible classification) would entitle them, based on the schedule below, and also any future bonus(es) for which they would subsequently qualify.

A Retention bonus will be paid to an eligible employee as follows:

- \$500 within 60 calendar days following the end of a successfully completed initial 6-month probationary period.
- \$500 within 60 calendar days following the completion of one year of continuous employment.
- \$1,000 within 60 calendar days following the completion of two years of continuous employment.

Under no circumstance may an employee earn bonuses totaling more than \$2,000 under this bonus program, even if the employee is transferred or promoted from one eligible classification to the same or another eligible classification.

To be eligible for a Retention bonus, an employee must be in one of the classifications specified above and must satisfactorily perform their job functions; specifically, an employee must receive an overall Satisfactory or better rating on the employee's performance evaluation at the end of the initial 6-month probationary period, and to be eligible for the bonus at the end of years one and two, overall Satisfactory or better ratings must be attained on the end-of-cycle performance evaluation.

Disqualification for a bonus payment due to poor performance will not make an employee ineligible for future bonus payments for which the employee qualifies.

If an employee in an eligible classification is promoted or transferred to an ineligible classification, there will be no proration of bonus payments for partial years of service.

This program will conclude on December 31, 2020, although payments to eligible employees may be made as late as 60 calendar days beyond December 31, 2022.

IV. MSP Aviation Maintenance Inspector Authorization Certification Bonus

In Fiscal Year 2021, Aviation maintenance employees assigned to the Maryland State Police Aviation Command holding a Federal Aviation Administration (FAA) Inspector Authorization (IA) certification will receive a \$2,600 bonus paid as follows: one half of the total amount during the month of July 2020 and one half of the total amount in January 2021.

1B. Annual Salary Review

As a result of the Annual Salary Review (ASR) process, effective July 1, 2020:

The following classifications in the Agricultural Inspector series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|--------------------|---------------------------------|----------------------|-----------|
| 2897 | Agricultural Inspector I-2897 | STD 0007 | C |
| 2889 | Agricultural Inspector II-2889 | STD 0009 | C |
| 2885 | Agricultural Inspector III-2885 | STD 0011 | C |
| 2881 | Agricultural Inspector Adv-2881 | STD 0012 | C |

The following classifications in the Agricultural Resource Conservation Specialist series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|--|---------------|----|
| 0514 | Agric Res Conservation Specialist I-0514 | STD 0011 | B |
| 0517 | Agric Res Conservation Specialist II-0517 | STD 0013 | B |
| 0521 | Agric Res Conservation Specialist III-0521 | STD 0015 | B |

The following Aviation-related classifications will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|--|---------------|----|
| 2778 | Aviation Maint Technician, Helicopter-2778 | STD 0017 | A |
| 2779 | Aviation Technician Helicopter Ld-2779 | STD 0018 | A |
| 0898 | MSP Avionics Technician-0898 | STD 0018 | A |
| 0898 | Aviation Mech Chief Inspector-3651 | STD 0020 | A |

The following classifications in the Commitment Records Specialist series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|-----------------------------------|---------------|----|
| 3669 | Commitment Records Spec I-3669 | STD 0010 | B |
| 3670 | Commitment Records Spec II-3670 | STD 0011 | B |
| 3671 | Commitment Records Spec Lead-3671 | STD 0012 | B |

The following classifications in the Developmental Disabilities Associate series will receive a 3-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---------------------------------------|---------------|----|
| 4209 | Developmental Disabilities Assoc-4209 | STD 0009 | D |
| 5367 | Developmental Disabilities Assoc-5367 | STD 0009 | D |

The following classifications in the Direct Care series will receive a 3-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|--------------------------|---------------|----|
| 4001 | Direct Care Trainee-4001 | STD 0006 | D |
| 5536 | Direct Care Trainee-5536 | STD 0006 | D |
| 4002 | Direct Care Asst I-4002 | STD 0007 | D |
| 5537 | Direct Care Asst I-5537 | STD 0007 | D |
| 4003 | Direct Care Asst II-4003 | STD 0008 | D |
| 5538 | Direct Care Asst II-5538 | STD 0008 | D |

The following classifications in the Geriatric Nursing Assistant series will receive a 3-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|-------------------------------------|---------------|----|
| 1193 | Geriatric Nursing Assistant I-1193 | STD 0007 | D |
| 5543 | Geriatric Nursing Assistant I-5543 | STD 0007 | D |
| 1194 | Geriatric Nursing Assistant II-1194 | STD 0008 | D |
| 5544 | Geriatric Nursing Assistant II-5544 | STD 0008 | D |

The following classifications in the Licensed Practical Nurse series will receive a 2-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---------------------------------------|---------------|----|
| 4246 | Licensed Practical Nurse I-4246 | STD 0011 | D |
| 5377 | Licensed Practical Nurse I-5377 | STD 0011 | D |
| 4247 | Licensed Practical Nurse II-4247 | STD 0012 | D |
| 5378 | Licensed Practical Nurse II-5378 | STD 0012 | D |
| 4248 | Licensed Practical Nurse III Adv-4248 | STD 0013 | D |
| 5379 | Licensed Practical Nurse III Adv-5379 | STD 0013 | D |
| 4249 | Licensed Practical Nurse III Ld-4249 | STD 0013 | D |
| 5380 | Licensed Practical Nurse III Ld-5380 | STD 0013 | D |

Employees in the following classifications at Perkins Hospital will receive a 1-grade increase above the grade assigned to these classifications Statewide. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|-------------------------------|---------------|----|
| 4201 | Activity Therapy Associate II | STD 0008 | D |
| 1991 | Social Worker I, Health Svcs | STD 0015 | F |
| 1992 | Social Worker II, Health Svcs | STD 0016 | F |

The following classifications in the Psychologist series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---|---------------|----|
| 0464 | Psychologist Intern-0464 | FIXD 0007 | F |
| 0608 | Psychology Associate I Masters-0608 | STD 0013 | F |
| 0609 | Psychology Associate II Masters-0609 | STD 0014 | F |
| 0614 | Psychology Associate I Corr-0614 | STD 0015 | F |
| 0610 | Psychology Associate III Masters-0610 | STD 0015 | F |
| 0616 | Psychology Associate II Corr-0616 | STD 0016 | F |
| 0465 | Psychology Associate Doctorate-0465 | STD 0018 | F |
| 0612 | Psychologist I-0612 | STD 0019 | F |
| 0619 | Psychology Associate Doct Corr-0619 | STD 0019 | F |
| 4701 | Psychology Associate Doctorate Perkins-4701 | STD 0019 | F |
| 4702 | Psychologist I Perkins-4702 | STD 0020 | F |
| 0613 | Psychologist II-0613 | STD 0020 | F |
| 4703 | Psychologist II Perkins-4703 | STD 0021 | F |

The following classifications in the Social Worker series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---|---------------|----|
| 4512 | Social Worker I Fam Svcs-4512 | STD 0015 | F |
| 1991 | Social Worker I, Health Svcs-1991 | STD 0015 | F |
| 2003 | Social Worker I, Criminal Justice-2003 | STD 0015 | F |
| 4713 | PSCS Social Worker I, Criminal Justice-4713 | STD 0016 | F |
| 4513 | Social Worker II Fam Svcs-4513 | STD 0016 | F |
| 1992 | Social Worker II, Health Svcs-1992 | STD 0016 | F |
| 2004 | Social Worker II, Criminal Justice-2004 | STD 0016 | F |
| 4714 | PSCS Social Worker II, Criminal Justice-4714 | STD 0017 | F |
| 4515 | Social Work Therapist Fam Svcs-4515 | STD 0017 | F |
| 1993 | Social Worker Adv Health Svcs-1993 | STD 0017 | F |
| 2005 | Social Worker Adv, Criminal Justice-2005 | STD 0017 | F |
| 4715 | PSCS Social Worker Adv, Criminal Justice-4715 | STD 0018 | F |

The following classifications in the Soil Conservation Associate series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|--|---------------|----|
| 3312 | Soil Conservation Associate Trainee-3312 | STD 0008 | B |
| 3313 | Soil Conservation Associate I-3313 | STD 0009 | B |
| 3314 | Soil Conservation Associate II-3314 | STD 0011 | B |
| 3315 | Soil Conservation Associate III-3315 | STD 0013 | B |

The following classification will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---------------------------------|---------------|----|
| 0196 | Soil Conservation Eng Tech-0196 | STD 00015 | B |

The following classification in the WIC Services Associate series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|-----------------------------|---------------|----|
| 1892 | WIC Services Assoc Trn-1892 | STD 0008 | D |
| 1893 | WIC Services Assoc-1893 | STD 0009 | D |
| 1894 | WIC Services Assoc Ld-1894 | STD 0010 | D |

The following classification in the Pretrial Release Investigator series will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|--------------------------------------|---------------|----|
| 0090 | Pretrial Release Invest Trainee-0090 | STD 0008 | C |
| 3299 | Pretrial Release Invest I-3299 | STD 0010 | C |
| 3300 | Pretrial Release Invest II-3300 | STD 0011 | C |

The following classification will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|----------------------------------|---------------|----|
| 4446 | Pretrial Release Case Agent-4446 | STD 0013 | H |

The following classifications within the Transportation Service Human Resources System (TSHRS) will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|------------------------------|---------------|----|
| 7881 | MdTA Emergency Dispatcher I | STD 0011 | B |
| 7882 | MdTA Emergency Dispatcher II | STD 0012 | B |

The following classifications within the TSHRS will receive a 1-grade increase. Employees will receive a 6% increase in pay.

| Job Profile | Job Title | Current Grade | BU |
|-------------|---------------------------------|---------------|----|
| 7249 | MdTA Motor Carrier Inspector I | STD 0010 | C |
| 7250 | MdTA Motor Carrier Inspector II | STD 0012 | C |

ARTICLE 20. TRAINING AND EDUCATION

Section 4. Tuition/Training Reimbursement

Student Loan Repayment Plan

On January 1, 2020, the following classifications will be added to the list of classifications eligible to participate in the Student Loan Repayment Plan:

1. DJS Resident Advisor I, II, Lead, and Trainee
2. Social Workers, specifically:
 - a. Social Work Therapist, Family Services
 - b. Social Worker I, Family Services
 - c. Social Worker II, Family Services
 - d. Social Worker I, Health Services
 - e. Social Worker II, Health Services
 - f. Social Worker Advanced, Health Services
 - g. Social Worker I, Criminal Justice
 - h. Social Worker II, Criminal Justice
 - i. Social Worker Advanced, Criminal Justice

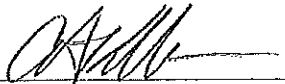
3. Casework Specialist, Family Services
4. Child Support Specialist Trainee, I, II and Lead
5. Family Investment Specialist I, II, III, and IV
6. Family Services Caseworker Trainee, I, II, and III
7. CAMH Associate I, II, III and Lead
8. Correctional Case Management Specialist I, II and Trainee
9. MSP Criminal Intelligence Analyst I, II and Trainee
10. Psychologist I and II
11. Psychologist II, Perkins
12. Psychologist Intern
13. Psychology Associate Doct Corr
14. Psychology Associate Doctorate
15. Psychology Associate Doctorate Perkins
16. Psychology Associate I Masters
17. Psychology Associate II Corr
18. Psychology Associate II Masters
19. Psychology Associate III Masters
20. MDOT Skilled Trade Specialist I, II and III
21. Automatic Services Mechanic
22. Automatic Services Specialist
23. Carpenter and Carpenter Trim

- 24. Electrician and Electrician Senior
- 25. Maint Mechanic, Senior, and Assistant
- 26. Marine Tech I, II and Trainee
- 27. Mason-Plasterer
- 28. Plumber
- 29. Refrigeration Mechanic
- 30. Steam Fitter

The Student Loan Repayment Plan will accept applications for all eligible classifications for participation through June 30, 2021.

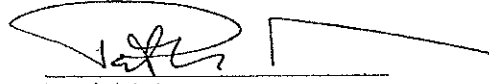
IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Amendment as of December 31, 2019.

For the State of Maryland:



Cynthia Kollner
Chief Negotiator

For the Union:



Patrick Moran
President

**CORRECTIONAL OFFICER RETENTION AND LONGEVITY PAY
INCENTIVE BONUS REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, is entered into by and between _____ (“Employee”), and the DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (“Department”) (collectively “the Parties”). The Parties agree as follows:

RECITALS:

R1. WHEREAS, in an effort to reduce attrition through voluntary retirement of correctional officers, through and subject to collective bargaining, the Department has created the Correctional Officer Retention and Longevity Pay Incentive Program (“RLPI”) which shall be available to correctional officers who meet service retirement eligibility as verified by the State Retirement Agency; and

R2. WHEREAS, the Department has agreed to pay, and the Employee has agreed to accept, an incentive bonus in the amount of \$37,500.00 in exchange for the Employee’s commitment to continue working for the Department in the classification series Correctional Officer I through Correctional Major for a minimum period of four (4) years; and

R3. WHEREAS the purpose of this Agreement is to memorialize the Employee’s commitment to continue employment as a correctional officer for the Department for a minimum of four (4) years, to set forth the terms upon which the incentive bonus shall be paid, and to confirm the Employee’s obligation to repay a portion of the bonus if he/she fails to honor the commitment of continued employment for at least four (4) years.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Department agree as follows:

1. The Employee agrees to maintain continuous employment in the classification series Correctional Officer I through Correctional Sergeant with the Department for a minimum of four (4) years from the date of this Agreement. Employees promoted up to the rank of Major will remain eligible for RLPI.
2. In exchange for the commitment and performance of continued employment, the Department agrees to pay the Employee an incentive bonus in the amount of \$37,500.00. The bonus shall be paid in the following manner: \$7,500.00 shall be paid to the Employee within thirty (30) days from the execution of this Agreement and verification of eligibility for service retirement; \$7,500 shall be paid within thirty (30) days of the conclusion of year two and \$22,500.00 shall be paid to the Employee within thirty (30) days from the end of the fourth year of continued employment.

3. Subject to the exceptions discussed below, in the event that the Employee voluntarily terminates his/her employment with the Department prior to the expiration of the four (4) years, the Employee agrees to reimburse the Department in the amount of \$1,500.00 for each full year that he/she falls short of the four (4) year commitment. For example, if the Employee leaves after working an additional two (2) full years, he or she shall reimburse the Department the sum of \$3,000.00. In addition, the Employee relinquishes any right or claim to the final \$22,500.00 payment.
4. Termination for reasons of physical or mental incapacity that preclude the Employee from performing the duties of a correctional officer, or for any other legitimate unforeseen emergency that prevents the Employee from continued employment shall not constitute a breach of this Agreement. In cases of physical or mental disability, the State Medical Director must certify that the Employee is unable to perform the essential duties of a correctional officer. If the Employee's doctors disagree with the State Medical Director's conclusion, then the issue shall be submitted to a qualified independent medical professional, duly qualified in the contested specialty at issue, if any, or in occupational medicine otherwise, and that independent medical professional's decision shall be binding for the purpose of eligibility in the Program set out in this Agreement. The cost of the independent medical review shall be shared by the parties.
5. If the Employee is placed on emergency suspension pursuant to Md. Code Ann, Corr. Servs. § 10-913, the Employee's eligibility to participate in the RLPI program shall be suspended. The Employee's right to commence or continue participation in the program is suspended until after the investigation and any subsequent disciplinary charges are resolved in the Employee's favor resulting in his/her reinstatement to full duties with credit under this Agreement for the duration of the emergency suspension.
6. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period equal to the time of military service or approved leave of absence.
7. The Department reserves the right to waive the reimbursement cost at its discretion in light of mitigating circumstances, or to enter into an agreed upon payment schedule for the reimbursement of any and all monies owed by the Employee.

8. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
9. The waiver of any covenant or condition by the Department shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of the exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Department may have pursuant to the terms of this Agreement.
10. In the event of a breach of this Agreement, the Employee agrees and consents to the Department withholding any and all sums due to the Employee of the Department, to include wages and unpaid leave, as a setoff against the reimbursement cost described above. The Employee further agrees to pay all court costs, attorney's fees, and other costs incurred by the Department in any prescribed action to enforce this Agreement and/or to collect the reimbursement cost provided for herein.
11. Assignment. This Agreement may not be assigned to any other person, firm, or organization without the express written consent of the Department.
12. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.
13. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative of each party.
14. In the event the Employee, prior to executing this Agreement submitted his/her resignation to pursue a service retirement, execution of this Agreement by the Employee shall constitute a formal withdrawal of that resignation. In the event, the Employee, prior to executing this Agreement, submitted a service retirement application with the State Retirement Agency, the Employee agrees to formally withdraw that application within five (5) business days.

15. In the event that the Employee is at any time deemed not eligible for service retirement, he/she is not eligible to participate in the Correctional Officer Stabilization Program. The terms of this Agreement shall be deemed null and void, and the Employee agrees to reimburse the Department in full for any money received pursuant thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year noted by the signatories below.

EMPLOYEE:

_____ date _____
WITNESS

DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES
Appointing Authority:

_____ By: _____ date _____
WITNESS

DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES
Human Resources Representative:

_____ By: _____ date _____
WITNESS