

Amendment to the Memorandum of Understanding
Between
The American Federation of State County and Municipal
Employees
And
The State of Maryland

This amendment to the memorandum of understanding is made this 31st day of December 2022, by and between the State of Maryland, and the American Federation of State County and Municipal Employees.

The Memorandum of Understanding for employees in bargaining units, A, B, C, D, F and H dated January 1, 2022 – December 31, 2023, by and between the state and the Union is here by modified in accordance with the terms of this amendment. Whenever there is a conflict between this amendment and the memorandum of understanding, the provisions of this amendment control, and the Memorandum of Understanding shall be construed accordingly.

The terms and provisions of the Memorandum of Understanding are here by modified in the following manner:

Article 7. Wages – Section 1A. Wages

Current bargaining unit employees who were otherwise eligible to receive an increment on January 1, 2021, or July 1, 2021, but did not receive an increment because of budgetary constraints shall receive an increment effective on or about the date of ratification of this Agreement. The State will add an additional step (step 21) onto the Salary Schedule on January 1, 2022.

All bargaining unit employees who are otherwise eligible shall receive an increment effective July 1, 2022, or January 1, 2023, based on the employee's entry on duty (EOD) date.

Effective no later than July 1, 2022, 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. On June 30, 2022, the base of the Salary

Schedule will be eliminated, and the State will add an additional step (step 22) onto the Salary Schedule. On January 1, 2023 step 1 of the scale will be eliminated.

All bargaining unit employees who are otherwise eligible shall receive an increment effective July 1, 2023, or January 1, 2024, based on the employee's entry on duty (EOD) date.

Section 1B. Annual Salary Review

Unless prohibited by law, the Employer shall provide the Union with the results of the salary and benefits comparative surveys for bargaining unit positions upon the completion of such studies. When it is determined, through the annual salary review (ASR) process or negotiations, that an increase in salary grade for a classification is appropriate, employees will receive a 6% increase to base pay for each grade increase approved, not to exceed the maximum in the new grade.

As a result of the Annual Salary Review (ASR) process, effective July 1, 2023:

The following classifications in Agricultural Inspector series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
2897	Agricultural Inspector I	ASTD 0008	ASTD 0010	2-grade
2889	Agricultural Inspector II	ASTD 0010	ASTD 0012	2-grade

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

Code	Title	Current Grade	ASR Grade	Comment
2885	Agricultural Inspector III	ASTD 0012	ASTD 0013	1-grade
2881	Agricultural Inspector Adv	ASTD 0013	ASTD 0014	1-grade

The following classification in Agricultural Resources Conservation Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0514	Agric Res Conservation Specialist I	ASTD 0012	ASTD 0014	2-grade

The following classification in Agricultural Resources Conservation Specialist series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
517	Agric Res Conservation Specialist II	ASTD 0014	ASTD 0015	1-grade

The following classification in Agricultural Resources Conservation Specialist series will established at grade 17:

Code	Title	Current Grade	ASR Grade	Comment
	Agric Res Conservation Specialist Ld/Adv	N/A	ASTD 0017	est new class

The following classifications in Agricultural Commodity Grader series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
3157	Agric Cmdty Grader Trainee	ASTD 0005	ASTD 0007	2-grade
3160	Agric Cmdty Grader Advanced	ASTD 0011	ASTD 0013	2-grade

The following classification in Agricultural Commodity Grader series will receive a three-grade increase. Employees will receive a 18% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
3154	Agric Cmdty Grader I	ASTD 0006	ASTD 0009	3-grade

The following classification in Agricultural Commodity Grader series will receive a four-grade increase. Employees will receive a 24% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
3155	Agric Cmdty Grader II	ASTD 0007	ASTD 0011	4-grade

The following classifications in Seed Analyst series will be established at grades 7 and 13:

Code	Title	Current Grade	ASR Grade	Comment
	Seed Analyst Trainee		ASTD 0007	est new class
3041	Seed Analyst Advanced		ASTD 0013	est new class

The following classification in Seed Analyst series will receive a three-grade increase. Employees will receive a 18% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
2902	Seed Analyst I	ASTD 0006	ASTD 0009	3-grade

The following classification in the Seed Analyst series will receive a four-grade increase. Employees will receive a 24% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
2901	Seed Analyst II	ASTD 0007	ASTD 0011	4-grade

The following classifications in the Military Youth Worker series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
2084	MIL Youth Worker I	ASTD 0009	ASTD 0010	1-grade
2085	MIL Youth Worker II	ASTD 0010	ASTD 0011	1-grade
2012	MIL Youth Worker Lead	ASTD 0011	ASTD 0012	1-grade

The following classifications in the Child Care Licensing Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0891	Child Care Licensing Spec MSDE	ASTD 0015	ASTD 0017	2-grade
0892	Child Care Licensing Spec Ld MSDE	ASTD 0016	ASTD 0018	2-grade

The following classifications in the Correctional Supply Officer series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
4091	Corr Supply Officer I	CO 0001	CO 0003	2-grade
4092	Corr Supply Officer II	CO 0002	CO 0004	2-grade
4093	Corr Supply Officer III	CO 0003	CO 0005	2-grade

The following classifications in the Development Disabilities Associate series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
4684	Developmental Disabil Assoc	ASTD 0013	ASTD 0015	2-grade
4685	Developmental Disabil Assoc	ASTD 0013	ASTD 0015	2-grade

The following classifications in the Public Health Lab Technician series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0304	PH Lab Technician I-0304	ASTD 0007	ASTD 0009	2-grade
0305	PH Lab Technician II-0305	ASTD 0008	ASTD 0010	2-grade
0306	PH Lab Technician III-0306	ASTD 0009	ASTD 0011	2-grade
0307	PH Lab Technician Lead-0307	ASTD 0010	ASTD 0012	2-grade

The following classifications in the Health Occupations Investigator series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0837	Hlth Occupations Invest I	ASTD 0012	ASTD 0014	2-grade
0838	Hlth Occupations Invest II	ASTD 0013	ASTD 0015	2-grade
0839	Hlth Occupations Invest III	ASTD 0014	ASTD 0016	2-grade

The following classifications in the Dental Hygienist series will receive a three-grade increase. Employees will receive a 18% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
4230	Dental Hygienist I-4230	ASTD 0010	ASTD 0013	3-grade
4677	Dental Hygienist I, CI-4677	ASTD 0011	ASTD 0014	3-grade
4231	Dental Hygienist II-4231	ASTD 0012	ASTD 0015	3-grade
4678	Dental Hygienist II, CI-4678	ASTD 0013	ASTD 0016	3-grade
4232	Dental Hygienist III-4232	ASTD 0013	ASTD 0016	3-grade
4679	Dental Hygienist III, CI-4679	ASTD 0014	ASTD 0017	3-grade

The following classification in the Peer Recovery Specialist, Certified series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0213	Peer Recovery Specialist I, Certified	ASTD 0008	ASTD 0009	1-grade
0214	Peer Recovery Specialist II, Certified	ASTD 0009	ASTD 0010	1-grade

The following classifications in the Psychologist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
0612	Psychologist I-0612	ASTD 0020	ASTD 0022	2-grade
4702	Psychologist I, CI-4702	ASTD 0021	ASTD 0023	2-grade
0613	Psychologist II-0613	ASTD 0021	ASTD 0023	2-grade
4703	Psychologist II, CI-4703	ASTD 0022	ASTD 0024	2-grade

The following classification, Psychologist Intern, will receive a 6% increase. Employees will receive a 6% increase in pay.

Code	Title	Current Grade	ASR Grade
0464	Psychologist Intern-0464	FIXD 0007	6%

The following classification, Emergency Response Technician, will receive a one-grade increase. Employees will receive a 6% increase in pay.

Code	Title	Current Grade	ASR Grade	Comment
1425	Emergency Response Tech	ASTD 0011	ASTD 0012	1-grade
1426	Emergency Response Tech Sr	ASTD 0012	ASTD 0013	1-grade

The following classifications in the Facilities Maintenance Technician series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
7887	Facilities Maintenance Tech I	ASTD 0006	ASTD 0007	1-grade
7888	Facilities Maintenance Tech II	ASTD 0008	ASTD 0009	1-grade
7889	Facilities Maintenance Tech III	ASTD 0010	ASTD 0011	1-grade

The following classifications in the Heavy Equipment Maintenance Technician series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
4812	Heavy Equip Maint Tech Apprentice	ASTD 0007	ASTD 0008	1-grade
7124	Heavy Equip Maint Tech I	ASTD 0009	ASTD 0010	1-grade
7125	Heavy Equip Maint Tech II	ASTD 0011	ASTD 0012	1-grade
7126	Heavy Equip Maint Tech III	ASTD 0012	ASTD 0013	1-grade

The following classification, Highway Operations Tech I, will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
1427	Highway Operations Tech I	ASTD 0009	ASTD 0010	1-grade

The following classifications in the Park Technician series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Code	Title	Current Grade	ASR Grade	Comment
3103	Park Technician I	ASTD 0010	ASTD 0011	1- grade
3104	Park Technician II	ASTD 0011	ASTD 0012	1- grade
3105	Park Technician Lead	ASTD 0012	ASTD 0013	1- grade

Certain employees in the Assistant Public Defender series will receive step increases. Only employees in the following classifications whose step is below the ASR step (as of July 2, 2023) will be placed in the ASR step corresponding to their classification.

Class Code	Class Title	Current Grade	ASR Step
5430	Asst Pub Defender I	STD 0020	6
5431	Asst Pub Defender II	STD 0021	8
5799	Asst Pub Defender III	STD 0022	10

Section 1C. Bonuses

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

Beginning July 1, 2023, eligible DPSCS employees will be given as 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 purpose of bargaining unit H, these classifications are:
 - a. Correctional Case Management Spec Trainee;
 - b. Correctional Case Management Spec I;
 - c. Correctional Case Management Spec II;
 - d. Correctional Officer I;
 - e. Correctional Officer II;
 - f. Correctional Officer Sergeant;
 - g. PSCS Social Worker I;
 - h. PSCS Social Worker II;

- i. PSCS Social Worker Advanced, Criminal Justice;
 - j. Psychology Associate II Corrections;
 - k. Psychology Associate Doctorate Corrections;
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 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 July 1, 2023, through June 30, 2025. The Program will end on June 30, 2025. Employees will be required to execute a 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 - For calendar year 2023 a \$1,000 bonus paid no later than 90 days after the close of the pay period ending December 26, 2023. Eligibility for this bonus will conclude December 31, 2023, unless extended during full negotiations.
2. Specialized Contraband Interdiction Team Officers - For calendar year 2023, a \$500 bonus paid no later than 90 days after the close of the pay period ending December 26, 2023. Eligibility for this bonus will conclude December 31, 2023, unless extended during full negotiations.
3. Weapons Certified Officers - For calendar year 2023 a \$1,000 bonus paid no later than 90 days after the close of the pay period ending December 26,

2023. Eligibility for this bonus will conclude December 31, 2023, unless extended during full negotiations.

4. Correctional Officers and Parole and Probation employees certified as Instructional Trainers or Field Training Officers (FTOs) by their agency and or the Maryland Police and Correctional Training Commission. For calendar year 2023 a \$500 bonus paid no later than 90 days after the close of the pay period ending December 26, 2023. Eligibility for this bonus will conclude December 31, 2023, unless extended during full negotiations.

Section 4. Bilingual Pay

Where the Employer currently pays bilingual pay or bonuses, it shall continue to do so. The Employer retains discretion to initiate bilingual pay or bonuses. The minimum bilingual bonus or hourly equivalent is \$50 per pay period. The Employer may not require an employee to use bilingual skills without paying the appropriate bonus or pay. This does not apply to employees where such skills are in the classification specification.

Section 5. Lead Worker

The Employer may not require an employee to assume lead workers duties unless the employee is paid additional compensation. An employee performing lead worker duties for a position that is one grade above his/her current grade shall receive a 6% increase in pay while performing the lead worker duties. An employee performing lead worker duties for a position that is two or more grades above his/her current grade shall receive a 6% increase in pay for each grade above his/her current grade while performing the lead worker duties. An employee may refuse to perform uncompensated lead duties without penalty. An employee who voluntarily performs lead workers duties without compensation may not be negatively evaluated on his/her performance of the lead duties and may not be disciplined for actions that relate to the lead worker position taken in good faith. This section does not preclude the assignment of an employee as the lead on a specific project of a limited duration (typically 90 days or less).

Section 7. Pay On Promotion/Reclassification

A. Promotion

When an employee is promoted from a classification with a salary grade to a classification which is one grade higher, the employee shall be placed in the lowest

step which provides at least a six (6) percent increase in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is promoted from a classification with a salary grade to a classification which is two or more salary grades higher, the employee shall be placed in the lowest step which provides at least a six (6) percent increase in annual salary for each grade above the employee's current grade, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is promoted from a classification with a salary grade, slope scale or flat rate to a classification with a slope scale, the employee shall receive a six (6) percent increase in annual salary per grade increase, but in no event shall the new rate exceed the maximum in the new scale.

When an employee is promoted from a classification with a salary grade, slope scale or flat rate to a classification with a flat rate, the employee shall receive the specified flat rate salary.

B. Reclassification

With the exception of the implementation of a new classification, when an employee is reclassified to a classification which is one grade higher than the employee's current grade, the employee shall be placed in the lowest step which provides at least a six (6) percent increase in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

With the exception of the implementation of a new classification, when an employee is reclassified from a classification with a salary grade to a classification which is two or more salary grades higher, the employee shall be placed at the lowest step which provides at least a six (6) percent increase for each grade above the employee's current grade in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is reclassified from one classification to another for which a flat rate is paid, the employee shall receive that flat rate salary.

When an employee is reclassified from one classification to another with the same salary grade or slope scale, the employee's rate of pay shall not change.

When the Employer determines that a job is classified at a higher rate than appropriate, it may reclassify the job to the appropriate lower grade only upon vacancy.

Note: This section does not apply to a reclassification to a lower grade or scale, or demotion.

C. Reclassification Into A New Classification Series

When an employee is reclassified as the result of the implementation of a new classification with a higher grade, the employee's step or rate of pay shall be determined by a six (6) percent adjustment per grade increase, not to exceed the maximum of the pay grade.

In the event that it is determined that the new classification is the same grade level as the prior classification, the employee's step or rate of pay shall remain the same.

When a MDOT employee is reclassified as a result of the implementation of a new classification with a higher grade that is unique to DOT only, the employee's step or rate of pay shall be determined by a six (6) percent adjustment per grade increase, not to exceed the maximum of the pay grade.

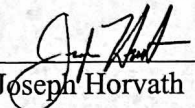
The factors in determining the grade level of the new classification are set by the Secretary of Budget and Management or the Secretary of the Department of Transportation, as appropriate, and include the following: the qualifications required to hold the position, specifically, the education level and experience required (i.e., the knowledge, skills and abilities); the complexity of the work; the level of supervision received by individuals in the new classification; the level of responsibility in the position; working conditions, and the independence of judgment required by employees within the newly established classification.

Article 12 Sick Leave


Section 4. Certificate Of Illness For Absences For Five (5) Or More Consecutive Days

The Employer shall require an employee to provide an original certificate of illness or disability only in cases where an absence is for five (5) or more consecutive workdays or in accordance with the procedures described in Section 6 below. The certificate required by this Section shall be signed by a health care provider in accordance with applicable law (SP&P 9-504).

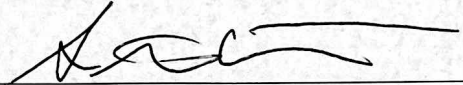
IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this amendment as of December 31, 2022.



Joseph Horvath
Chief Negotiator



Patrick Moran
President



Stuart Katzenberg
Director of Collective Bargaining and Growth