

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

**Between
American Federation of Teachers - Healthcare
And
The State of Maryland**

This Amendment to the Memorandum of Understanding is made this 27 day of December by and between the State of Maryland and the American Federation of Teachers – Healthcare.

The Memorandum of Understanding for employees in bargaining unit E 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 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 hereby modified in the following manner:

ARTICLE 7. WAGES

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 unit E a \$500 bonus on effective January 1, 2021.

Annual Salary Review

Effective July 1, 2020:

The following classifications in the Art Therapist series will receive a 4-grade increase. Employees will receive a 6% increase in pay.

Job Profile	Job Title	Current Grade	BU
4205	Art Therapist I-4205	STD 0012	E
4206	Art Therapist II-4206	STD 0013	E

The following classifications in the Dance Therapist series will receive a 4-grade increase. Employees will receive a 6% increase in pay.

Job Profile	Job Title	Current Grade	BU
4224	Dance Therapist I-4224	STD 0012	E
4225	Dance Therapist II-4225	STD 0013	E

The following classifications in the Music Therapist series will receive a 4-grade increase. Employees will receive a 6% increase in pay.

Job Profile	Job Title	Current Grade	BU
4253	Music Therapist I-4253	STD 0012	E
4254	Music Therapist II-4254	STD 0013	E

The following classifications at Perkins will receive an additional 1-grade increase. Employees will receive an additional 6% in pay.

Job Profile	Job Title	Current Grade	BU
4206	Art Therapist II (PERKINS)	STD 0013	E
4225	Dance Therapist II (PERKINS)	STD 0013	E
4254	Music Therapist II (PERKINS)	STD 0013	E

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

Job Profile	Job Title	Current Grade	BU
4233	Dentist I-4233	STD 0023	E
4234	Dentist II-4234	STD 0024	E
4235	Dentist III Community Health-4235	STD 0025	E
4236	Dentist III Residential-4236	STD 0025	E

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

Job Profile	Job Title	Current Grade	BU
0688	Pharmacist I-0688	STD 0016	E
2376	Pharmacist II-2376	STD 0017	E
3451	Pharmacist III-3451	STD 0018	E
0468	Clinical Pharmacist-0468	STD 0019	E

(NEW) Loan Repayment Plan

The following classifications will be eligible for the Loan Repayment Program:

1. Somatic Physicians

(NEW) Registered Nurse 36-hour Workweek

Hospital and Developmental Disabilities facilities (Facility/ies) within The Maryland Department of Health (MDH) that operate 24/7 will have the option to offer a 36-hour workweek for its employees in the Registered Nurse (RN) series.

- The 36-Hour Workweek will require an employee to work three, 12-hour shifts within the workweek that runs Wednesday through Tuesday.
- Leadership at each facility will determine whether and in which units/functions/areas of the facility the 36-hour workweek will be offered, as well as how many of these shifts will be available.
- Current employees may request to be considered for this workweek or they may remain on their existing schedule.

- Employees who elect the 36-Hour Workweek must commit to the program and agree to provide at least 6 months' notice prior to returning to a different schedule.

While 12-hour shifts are often a preferred option for many RNs, they can also present scheduling challenges. In order to be considered for a 36-Hour Workweek, existing employees must:

- Have worked for the previous 90 days with no call-out,
- Have less than 80 hours of unexcused absences in the previous 365 days,
- Have been rated "satisfactory" or "outstanding" on his/her most recent End-Cycle PEP,
- Not be on a 1-Day Sick status, and
- Have no more than 1 disciplinary action imposed in the previous 365 days.

Once accepted into the 36-Hour Workweek, employees must meet all of the following criteria:

- Be enrolled in a compressed workweek status,
- Have no more than 1 callout in the previous 90 days,
- Have no more than 2 tardy occurrences in the previous 90 days (Facility Leadership will have the discretion to excuse a tardy occurrence when the reason for that occurrence is reasonably beyond that employee's control),
- Not be placed on 1-Day Sick status,
- Have no more than 1 disciplinary action imposed in the previous 365 days,
- Have been rated "satisfactory" or "outstanding" on his/her most recent End-Cycle PEP,
- Make-up any missed holiday and/or weekend shift within the current work schedule if the missed shift occurs during the first half of the current schedule. If the missed shift occurs during the second half of the schedule, employees will be required to make up the shift prior to the end of the first half of the upcoming schedule,
- Employees are encouraged to find his/her own 12-hour shift replacement (swap) for any unscheduled callout. In the event the employee is unable to find a replacement, the occurrence will fall under the provisions for call-outs as noted in this section, and
- Work two weekends a month.

Employees in the 36-Hour Workweek who fail to meet the criteria listed above, will be assigned to a different shift schedule.

Miscellaneous

- When it is necessary to temporarily change the shift of an employee in the 36-Hour Workweek program in order to cover operations or provide training/development opportunities, Article 5, Section 4 D of the AFT/State of Maryland MOU will apply.
- The determination of which employees will be assigned to the 7 PM - 7 AM shift (in the event that there are not enough volunteers) will be based on seniority.
- Additional OT shifts may be required to provide for continued operations.
- Short-turnaround pay does not apply to staff in Compressed Workweek status.

In exchange for working three 12-hour shifts,

- Employees who work this shift will no longer be considered 8/80 and will not earn overtime when their daily hours exceed 8 in the day. Cash overtime payment and/or compensatory time will be credited to eligible employees only when their actual hours worked exceed 40 in the Wednesday through Tuesday workweek.

- Employees will be paid the equivalent of 40 hours for the 36 hours that they worked.
- Benefits will be accrued based on a 40 hour work week.

Definitions

Certain terms in this agreement are defined as follows:

Call-Out -- When an employee is scheduled to work a shift, but then does not report to that shift (with or without notice, with or without documentation, and/or with or without paid leave).

Disciplinary Action -- As defined within State Personnel and Pensions Article.

Late -- When an employee reports after his/her shift is scheduled to begin.

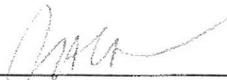
Tardy -- When an employee reports after his/her shift is scheduled to begin.

Unscheduled -- When an employees is scheduled to work any part of a shift and fails to do so (with or without notice and/or with or without paid leave).

This program may be discontinued at any time by the State. Before the discontinuation of the program, the State will provide at least 60 days notice to the union and affected employees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Amendment as of December 21, 2019.

For the State of Maryland:

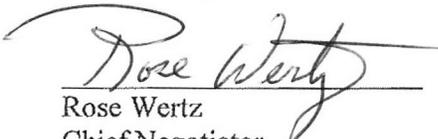


Cynthia Kollner
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For the Union:



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Chief Negotiator