

## **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 17 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, 2021 – December 31, 2023 by and between the State and the Union is hereby 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 hereby modified in the following manner:

### **Article 6. Wages**

#### **Section 1A. Wages**

- 1) Increment - 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 January 1, 2022.
- 2) Regular Increment - 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.
- 3) Cost of Living Adjustment - Effective no later than July 1, 2022, a general cost of living adjustment wage increase (COLA) consisting of 3% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.
- 4) Bonus - As soon as practicable after the signing of this Amendment between the State and AFT, all bargaining unit employees shall receive a one-time bonus of \$1,000.



- 5) Accelerated Bonus and Cost of Living Adjustment - The \$500 bonus and the 1% cost-of-living adjustment provided for in Article 6, Section 1A (detailed below) of the existing MOU will be paid as soon as practicable after the signing of this Amendment.

#### **ARTICLE 6. WAGES**

##### **Section 1A. Wages**

If (final) actual General Fund revenue collections for fiscal year 2021 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2020 of \$18,773,636,000 as published in the Board's Report of December 2020 by an amount greater than \$75 million, the Governor shall agree to request a deficiency appropriation at the 2022 Session of the Maryland General Assembly in an amount sufficient to provide all permanent State employees of bargaining unit E a one-time bonus of \$500 effective January 1, 2022.

Additionally, if (final) actual General Fund revenue collections for fiscal year 2021 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2020 of \$18,773,636,000 as published in the Board's Report of December 2020 by an amount greater than \$200 million, the Governor shall agree to request a deficiency appropriation at the 2022 Session of the Maryland General Assembly in an amount sufficient to provide all permanent State employees of bargaining unit E a 1% cost-of-living adjustment effective April 1, 2022.

- 6) Cost of Living Adjustment – Effective no later than July 1, 2023, 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.
- 7) Effective July 1, 2022, all Registered Nurse classifications within bargaining unit E will receive a one-grade increase. Employees will receive a 6% increase in pay.

#### **Article 6. Wages**

##### **Section 1A. Wages**

- 1) Bargaining unit employees are eligible for any other COLA, increase, or increment (i.e., within grade increase) agreed upon or granted, excluding settlements, to other non-police or non-fire bargaining units during FY 23 if that COLA, increase, or increment exceeds what has been agreed upon in this signed economic Amendment.



## **Article 6. Wages**

### **Section 1D. Pay Equity Adjustment (New Section)**

Effective on the date of a signed economic Amendment between the State and AFT-Healthcare existing bargaining unit employees in a unit or facility shall receive a salary adjustment to match the step of the newly hired employee where:

- (1) the new employee is hired on or after the date of the signed economic Amendment between the State and AFT-Healthcare; and
- (2) both employees' duties are of such a nature that they can frequently be assigned to work interchangeably on multiple units throughout the facility, the step of the new employee is higher than an existing employee in the same facility, grade, and classification; OR
- (3) both employees are assigned to the same unit and are not expected to work interchangeably in other units on a regular and frequent basis, the step of the new employee is higher than an existing employee in the same unit, grade, and classification; and
- (4) The higher step of the new employee is due to market conditions, as determined by the Appointing Authority.

For the purposes of this section, a facility is defined as a group of employees in a 24/7 clinical operation under the same Director of Nursing /Department Director.

For the purposes of this section, a unit is defined as a group of employees in an administrative and non-24/7 operation under the direct supervision of the same supervisor.

Steps will not be adjusted if the newly hired employee's step is higher due to exceptional qualifications, as determined by the Appointing Authority.

## **Article 9. Leave With Pay**

### **Section 10. COVID-19 Leave (New Section)**

Effective November 3, 2021, through December 31, 2022, fully vaccinated employees, or those with valid a medical or religious vaccine exemption (vaccine exemption), who test positive for COVID-19 using a PCR (non-rapid) test are eligible to use COVID-19 Leave in place of an employee's accrued leave or leave without pay to recover from COVID-19.

An employee may receive up to 10 days (no more than 80 hours) of COVID-19 Leave, which will be pro-rated for part-time employees. COVID-19 Leave must be taken consecutively and used in full-day blocks; however, an employee is not required to use all 10 days at once.



For the purposes of this section, “fully vaccinated” means that the employee has received the required number of doses of vaccine and any required boosters (e.g., if the employee had received the Pfizer or Moderna vaccine, the employee would have received two doses, or one dose of the Johnson & Johnson vaccine).

To be approved for COVID-19 Leave, an employee must:

1. Have proof of full vaccination or a valid, approved vaccine exemption on file with the employee’s Human Resources (HR) Office prior to the date of the first day of leave requested;
2. Provide a positive PCR (non-rapid) test result for COVID-19 that is dated no sooner than 3 days prior to the first day of leave requested, and no later than the last day of leave requested;
3. Submit the positive PCR (non-rapid) test result for COVID-19 to HR; and
4. Submit a completed COVID-19 Leave Request form.

The positive PCR (non-rapid) COVID-19 test result and the completed COVID-19 Leave Request form must be submitted to HR no later than the end of the pay period following the pay period of the requested leave, unless the employee is out for more than 10 workdays and submits medical documentation of severe illness and/or hospitalization which caused a delay in submission of documents. In such cases the request for leave and documentation must be submitted no later than the end of the pay period following the employee’s return to work.

Timekeepers will restore previously recorded leave and substitute COVID-19 Leave after required documentation has been submitted and approved. Timekeepers will not adjust for employees who do not turn in required documents by the end of the pay period following the pay period leave is requested unless the employee is out for more than 10 workdays and submits medical documentation of severe illness and/or hospitalization which caused a delay in submission of documents. In such cases the request for leave and documentation must be submitted no later than the end of the pay period following the employee’s return to work.-

COVID-19 Leave is available only to employees. It may not be used to care for a member of the employee’s household, or for childcare purposes.

## **Article 7. Holidays**

### **Section 1. Observance**

The State proposes to include, “June 19, for Juneteenth National Freedom Day” in the list of State holidays in the current Memorandum of Understanding.



## **Registered Nurse 36-Hour Workweek Program**

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 present scheduling challenges. To be considered for a 36-Hour Workweek, existing employees must:

- Have worked for the previous 90 days with no more than two occurrences of unscheduled absence,
- Have less than 80 hours of unscheduled absences in the previous 365 days,
- Have been rated overall "satisfactory" or "outstanding" on the most recent End-Cycle PEP,
- Not be on a 1-Day Sick status, and
- Have no more than one disciplinary action imposed in the previous 365 days.

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

- Be enrolled in a compressed workweek status,
- Have no more than two occurrences of unscheduled absence in the previous 90 days,
- Have no more than two 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 one disciplinary action imposed in the previous 365 days,
- Have been rated overall "satisfactory" or "outstanding" on the most recent End Cycle PEP,
- Make-up any missed holiday and/or weekend shift, due to unscheduled absence, 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 their own 12-hour shift replacement (swap) for any unscheduled absence. In the event the employee is unable to find a replacement, the occurrence will fall under the provisions for unscheduled absence as noted in this section, and
- Work up to two weekends a month as required by operational need and Management direction. While efforts will be made to avoid requiring employees to work additional weekend shifts, this must remain a possibility in certain situations.

Employees participating in the 36-Hour Workweek program who fail to meet the criteria listed above will be assigned to a different shift schedule; however, Management retains the discretion to return a formerly disqualified employee to the 36-Hour Workweek program.

Facility leadership will have the discretion to excuse an occurrence of a tardy arrival, missed shift (i.e., an unscheduled absence), and/or early departure when the reason for that occurrence is reasonably beyond the employee's control and the employee has demonstrated good job performance that justifies being excused.

#### Miscellaneous

When it is necessary to temporarily change the shift of an employee in the 36-Hour Workweek program to cover operations or provide training/development opportunities, Article 5, Section 4D of the AFT/State of Maryland MOU will apply.

- The determination of which employees will be assigned to the 7 PM - 7 AM shift (if there are not enough volunteers) will be based on seniority.
- Additional overtime 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 employees 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 hours in the Wednesday through Tuesday workweek.
- Employees will be paid the equivalent of 40 hours for the 36 hours that they work or are on paid leave.
- Benefits will be accrued based on a 40-hour work week.



- Annual and Sick leave shall be earned at 90% for 36-hour workweek employees.
- Employees shall receive payment at the regular hourly rate for hours worked exceeding 36 hours, up to and including 40 hours, in the Wednesday through Tuesday workweek.

### Definitions

Within the 36-Hour Workweek program, we define certain terms as follows:

Disciplinary Action – As defined within State Personnel and Pensions Article, Title 11.

Early departure – When an employee leaves work before the employee's shift is scheduled to end.

Late – When an employee reports after his/her shift is scheduled to begin (also known as "tardy").

Occurrence – In the context of an absence, a continuous period of unscheduled leave unbroken by work time, regardless of the duration. For the 36-Hour Workweek program, unscheduled use of Sick and Safe Leave will be considered an occurrence as would any other unscheduled absence.

Tardy – When an employee reports after his/her shift is scheduled to begin (also known as "late").

Unscheduled absence – When an employee 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 may be referred to as a "call out." If an unscheduled absence is excused by the supervisor, it will not count as an occurrence under the 36-Hour Workweek program. Approval to use leave for the unscheduled absence does not necessarily indicate that the absence is excused.

### NOTE:

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.

### Provisions Relating to COVID-19

Due to the extraordinary circumstances caused by and related to the COVID-19 pandemic that began in March 2020, facility management will have the authority and discretion to relax attendance and unscheduled absence criteria provided that:



- The absence/call out is related to and/or required by the COVID-19 Guidelines in effect at the time of the absence/call out,
- Facility management can maintain essential operations for each specific absence/call out,
- The overall and recent performance of the employee has been at a satisfactory level, and
- The number of requests by an employee for COVID-19 related exemptions do not appear to be excessive.

This discretionary latitude will be permitted beginning effective the date that agreement is reached on the 36-Hour Workweek program and will expire on June 30, 2022. Depending on conditions at the time of expiration, Management may choose to renew the provisions of this section and extend its provisions for up to an additional six months at a time.

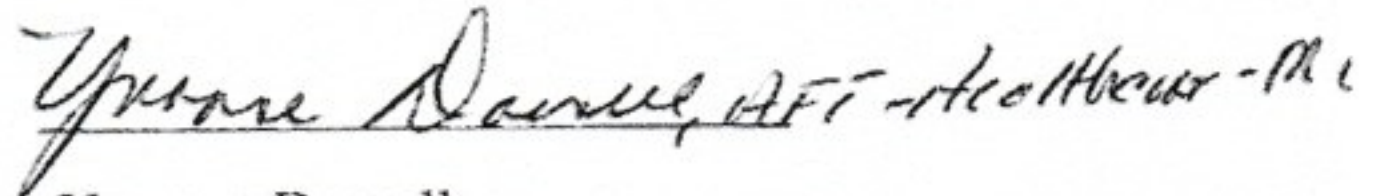
IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Amendment as of December 17, 2021.

For the State of Maryland:

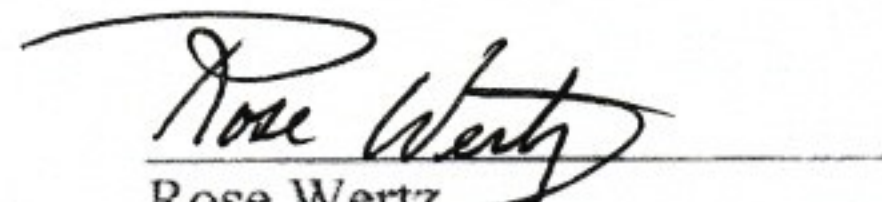


Cynthia Kollner  
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