

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
The American Federation of Teachers – Healthcare Maryland
And
The State of Maryland

This Amendment to the Memorandum of Understanding is made this 21 day of December by and between the State of Maryland and the American Federation of Teachers – Healthcare Maryland (the Union).

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 6. Wages

Section 1A. Wages

Effective no later than July 1, 2019, 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.

If (final) actual General Fund revenue collections for fiscal year 2019 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2018 as published in the Board's Report of December 2018 by an amount greater than \$75 million, the Governor shall agree to request a deficiency appropriation at the 2020 Session of the Maryland General Assembly in an amount sufficient to provide all permanent State employees of bargaining unit E a 1% COLA effective January 1, 2020.

Section 1B. Hiring and Retention Bonuses

Effective July 1, 2019, the Nurse Hiring Bonus and the Nurse Retention and Attendance Bonus programs will be eliminated.

Section 1C. Annual Salary Review

As a result of the Annual Salary Review process, effective July 1, 2019 the following bargaining unit classifications will receive a one-grade increase:

Alcohol and Drug Counselor classifications listed in Attachment 1 to this Amendment;
Epidemiologist I, II and III;
Mental Health Counselor classifications listed in Attachment 1; and
Nursing classifications listed in Attachment 1.

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Article 18. Training and Education

Section 4. Tuition/Training Reimbursement

C. Loan Repayment Plan

The parties have agreed to the following broad framework for a Student Loan Repayment Plan (SLRP), recognizing that the State will need to make changes to these provisions as it begins to implement and administer the Plan. Specific eligibility criteria will be agreed to by the parties and included in the service commitment and loan repayment agreement.

The following classifications are eligible to enroll in the SLRP for the period of July 1, 2019 – June 30, 2020:

Alcohol and Drug Counselor classifications listed in Attachment 1 to this Amendment;
Epidemiologist I, II, and III;
Mental Health Counselor classifications listed in Attachment 1;
Nursing classifications listed in Attachment 1;
Physician Clinical Specialist;
Physician Clinical Staff;
Physician Program Specialist; and
Physician Program Staff.

Student loan debt of the employee or the employee's child under the age of 25 may be repaid, subject to the terms and conditions of a service commitment and loan repayment agreement, in an amount not to exceed \$20,000 for a 10-year service commitment to the State by the employee.

If two eligible employees are the parents of a child, each employee may apply SLRP repayments towards the child's student loan debt in an amount not to exceed \$20,000 per employee.

After signing the 10 year service commitment and loan repayment agreement, employees are eligible for a maximum of \$20,000 in loan repayments at the intervals specified on the following repayment schedule:

After year one: up to \$2,000
After year three: up to \$2,000
After year five: up to \$4,000
After year seven: up to \$6,000
After year ten: up to \$6,000

Upon the completion of each repayment interval noted above and before any repayment is made, participating employees must: 1) present evidence of loan payments made within the repayment interval; and 2) provide a notarized certification attesting that the loan payments were the student loan debt of the employee or the employee's child.

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ATTACHMENT 1

ALCOHOL AND DRUG COUNSELOR CLASSIFICATIONS:

A/D Associate Counselor Provisional
A/D Associate Counselor
A/D Associate Counselor, Lead
A/D Professional Counselor Provisional
A/D Professional Counselor
A/D Professional Counselor Advanced
Alcohol & Other Drug Abuse Prevent Specialist
Alcohol & Other Drug Abuse Prevent Coordinator
Licensed Graduate A/D Counselor
Licensed Clinical A/D Counselor
Licensed Clinical A/D Counselor Adv
PSCS A/D Associate Counselor
PSCS A/D Associate Counselor Provisional
PSCS A/D Associate Counselor, Lead
PSCS A/D Professional Counselor
PSCS A/D Professional Counselor Advanced
PSCS A/D Professional Counselor Provisional

MENTAL HEALTH COUNSELOR CLASSIFICATIONS:

Mental Health Graduate Professional Counselor
Mental Health Professional Counselor
Mental Health Professional Counselor Advanced

NURSING CLASSIFICATIONS:

Clinical Nurse Specialist – Medical	Nursing Instructor
Clinical Nurse Specialist – Psychiatric	Nursing Instructor Perkins
Clinical Nurse Specialist Perkins	Nursing Program Consultant/Administrator I
Community Health Nurse I	Nursing Program Consultant/Administrator II
Community Health Nurse II	Nursing Program Consultant/Administrator III
Community Health Nurse Psychiatric	Nursing Program Consultant/Administrator IV
Health Facilities Surveyor Nurse I	Registered Nurse
Health Facilities Surveyor Nurse II	Registered Nurse Charge Med
Home Health Nurse	Registered Nurse Charge Perkins
Medical Services Reviewing Nurse I	Registered Nurse Charge Psych
Medical Services Reviewing Nurse II	Registered Nurse Perkins
MSD Registered Nurse	Registered Nurse Quality Improvement Med
Nurse Practitioner Psychiatric MDH	Registered Nurse Quality Improvement Psych
Nurse Practitioner/Midwife I	Respiratory Care Nurse
Nurse Practitioner/Midwife II	DOT Nurse Case Reviewer

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In the event that an employee becomes ineligible to continue participation in the SLRP, the State will not seek to recapture prior SLRP disbursement(s). However, there will be no prorated SLRP payments for partial completion of a repayment interval.

State loan repayments shall not exceed a participating employee's loan payments for any service period. Only State service occurring on or after January 1, 2019 is eligible to count towards the years of service requirement under this loan repayment program.

For employees transferring to another State agency, it is the responsibility of the employee to consult with the new agency to determine whether the new agency will agree to continue the loan repayment plan.

To the extent possible, the State shall ensure that the reimbursement for the loan is made in a form that is not subject to taxes.

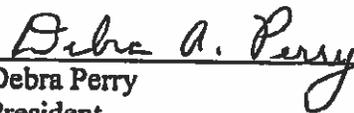
IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Amendment as of December 21, 2018.

For the State of Maryland:



Cynthia Kollner
Chief Negotiator

For the Union:



Debra Perry
President

