

Amendment to the Memorandum of Understanding

Between

American Federation of Teachers

And

The State of Maryland

This amendment to the Memorandum of Understanding is made this 28th day of December 2024, by and between the State of Maryland (“Employer” or “State”), and the American Federation of Teachers.

The Memorandum of Understanding for employees in bargaining units, K dated January 1, 2024 – December 31, 2026, 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 5. Section 6. Work Schedules

D. Limitation of Duty: Substitute teaching

Aides and other bargaining unit employees who are not classroom teachers may be used as a substitute for teachers under the following conditions:

- a. In the event a teacher aide provides substitution for a classroom teacher, at the request of the principal, in excess of one (1) hour, the teacher aide shall receive compensation as set forth below. Those Teacher’s Aides who perform the duties of a substitute teacher for less than 3 hours during the school day, will be paid \$18 per hour while performing substitute duties in addition to their regular rate of pay. Teacher Aides who substitute for more than 3 hours during a school day, will be paid \$69 (50% of the daily substitute teacher rate at \$138) in addition to their regular pay. The selection of the specific employee to be substitute teacher will be made by the principal.
- b. Substitution responsibilities include taking and reporting attendance, maintaining classroom order, delivering assignments according to the lesson plans, assisting students with their work, and communicating issues to administration.
- c. Substitute requests will only be made when the substitute teacher assignment system fails to secure a substitute teacher, and all other options have been exhausted.

Article 6 Section 1A. Wages

Effective no later than July 1, 2025, a general cost of living adjustment wage increase (COLA) consisting of 1% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.

All bargaining unit employees who are otherwise eligible shall receive a within grade step increase effective July 1, 2025, or January 1, 2026, based on the employee's entry on duty (EOD) date.

The following provision applies only to bargaining unit employees on the faculty pay plan: While the Faculty Pay Plan includes 30 steps, each column of the plan reaches its highest monetary value prior to step 30. The step at which no further monetary increases occur is referred to as the maximum salary. On July 1, 2025, two steps in each column of the Faculty Pay Plan will be increased by two percent (2%), effectively raising the step number at which the maximum step is reached (see attached fiscal year 2026 Faculty Pay Plan). Employees shall receive the salary associated with their step placement following the within-grade increase, effective July 1, 2025, or January 1, 2026, based on their entry on duty (EOD) date.

ARTICLE 9

[New] Section 12 : Paid Family and Medical Leave

The parties recognize that, in accordance with the MOU Preamble, Paid Family and Medical Leave requires the approval by the General Assembly and is tentative pending approval of the General Assembly.

Beginning July 1, 2026, an eligible employee who experiences a qualifying event is eligible to receive up to twelve (12) weeks of Paid Family and Medical Leave.

Employees are eligible to use Paid Family and Medical Leave immediately upon entering duty in State Service. An employee will not be required to pay contributions from wages to be eligible for Paid Family and Medical Leave. An eligible employee must submit the required documentation related to a request within 60 days of taking leave.

A qualifying event for which an eligible employee can request leave includes:

- (1) to care for or bond with the employee's child during the first twelve (12) months after the child's birth;
- (2) to care for or bond with a child during the first twelve (12) months after the child's placement from the foster care, kinship care, or adoption process, or during the foster care, kinship care, or adoption placement process;
- (3) to care for a family member with a serious health condition;
- (4) to care for themselves if the eligible employee has a serious health condition;
- (5) to care for a service member with a serious health condition who is the eligible employee's next of kin and whose serious health condition resulted from, or was exacerbated by, military service; or
- (6) To assist a service member subject to deployment who is a family member of the eligible employee.

An eligible employee may receive up to an additional twelve (12) weeks of Paid Family and Medical Leave for a total of 24 weeks of leave in a calendar year if:

- a) the eligible employee received medical leave to care for themselves and the eligible employee then experiences a qualifying event for child bonding leave; or
- b) the eligible employee received child bonding leave and then experiences a qualifying event for medical leave for themselves.

An eligible employee who is granted Paid Family and Medical Leave will receive paid leave at the employee's regular pay rate.

If an eligible employee is also eligible for Family Medical Leave Act (FMLA) leave, the FMLA leave will run concurrently with Paid Family and Medical Leave.

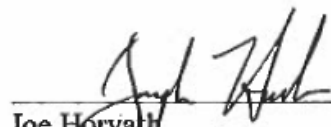
An eligible employee will be returned to the same or an equivalent position after their Paid Family and Medical Leave.

The Paid Family and Medical Leave will replace the State's parental leave. Maryland Annotated Code, State Personnel and Pensions, § 9-1108 will be repealed and reenacted, with amendments, to reflect Paid Family and Medical Leave.

The Paid Family and Medical Leave is not subject to payment and will be forfeited upon separation from State Service.

Access to the Paid Family and Medical Leave described in this section does not modify or otherwise effect the Leave Bank or the Employee-to-Employee Leave Donation program. Nor does access to this Paid Family and Medical Leave effect any changes on an employee's accrual of sick leave or on the use of accrued sick leave for service credit toward retirement as set forth in this MOU.

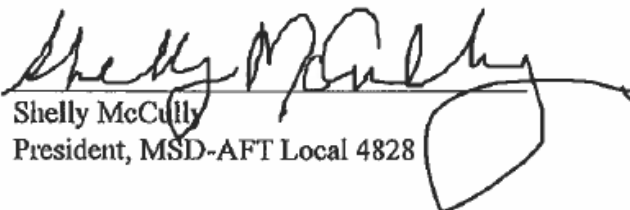
IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this amendment as of December 31, 2024.



Joe Horvath
Chief Negotiator



Rick Ballard
Chief Negotiator



Shelly McCully
President, MSD-AFT Local 4828