

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Maryland Professional Employees Council**  
**And**  
**The State of Maryland**

This Amendment to the Memorandum of Understanding is made this 22 day of December by and between the State of Maryland and the Maryland Professional Employees Council.

The Memorandum of Understanding for employees in bargaining unit G 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. The State will add an additional step (step 21) onto the scale on 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. On July 1, 2022, the base of the scale will be eliminated and the State will add an additional step (step 22) onto the scale. On January 1, 2023, step 1 of the scale will be eliminated.
- 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 MPEC, 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 closeout 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 G 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 G 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.

## **Article 6. Wages**

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

Effective on the date of a signed economic Amendment between the State and MPEC, existing employees in a unit 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 signing this Amendment; and
- (2) the step of the new employee is higher than an existing employee in the same unit, grade, and classification; and
- (3) 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 unit is defined as a group of employees 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 7. Holidays**

### **Section 1. Observance**

The following holidays will be observed:

New Year's Day;  
Dr. Martin Luther King Jr.'s Birthday;  
President's Day;  
Memorial Day; Independence Day;  
Juneteenth  
Labor Day; Columbus Day;  
Veteran's Day;  
Thanksgiving Day;  
Day After Thanksgiving (except DOT);  
Christmas;  
Each Statewide Election Day

Each other day that the President of the United States or the Governor designates for general cessation of business.

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

### **Section 11 COVID-19 Leave (New Section)**

Effective November 3, 2021, through December 31, 2022, employees who are fully vaccinated or have a valid medical or religious vaccine exemption who test positive for COVID-19 using a non-rapid, PCR test will be eligible to use up to 10 days (NTE 80 hours, prorated for part-time employees) of paid COVID-19 Leave in place of an employee's own leave or leave without pay to recover from COVID-19. An employee is considered fully vaccinated if the employee has received (1) two doses of Pfizer or Moderna COVID-19 vaccines; (2) one dose of Johnson & Johnson COVID-19 vaccine; or (3) any required COVID-19 boosters (as applicable).

To eligible for COVID-19 Leave, employees must either:

- (1) be fully vaccinated prior to the date of the first day of leave requested; or
- (2) have a medical or religious vaccine exemption approved prior to the date of the first day of leave requested.

To receive COVID-19 Leave, employees must provide Human Resources the following:

- (1) proof of full vaccination, or an approved medical or religious exemption;
- (2) a positive COVID-19 non-rapid, PCR test dated no sooner than three days prior to the first day of leave requested, and no later than the last day of leave requested; and
- (3) a written request on a form prescribed by the Secretary of Budget and Management for COVID-19 Leave.

An employee must submit the required documentation to Human Resources by the end of the pay period that follows the pay period the employee is requesting COVID-19 Leave.

COVID-19 Leave must be taken consecutively and used in full-day increments; however, an employee is not required to use all 10 days of COVID-19 Leave at once. This leave will be available to employees of SPMS and MDOT.

This provision allows an employee to use COVID-19 Leave through the end of 2022, but does not provide for an additional 10 days of COVID-19 Leave in 2022. If a qualifying employee has used all 10 days of COVID-19 Leave in 2021, they will not be able to use COVID-19 Leave in 2022. If a qualifying employee has used a portion of the 10 days of COVID-19 Leave in 2021 they will be able to use the remainder of the 10 days in 2022.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Amendment as of December 22, 2021.

For the State of Maryland:

Lauren Tabackman  
Lauren Tabackman  
Chief Negotiator

For the Union:

Jerry Smith 12/22/2021  
Jerry Smith  
President and Chief Negotiator