

MPEC 2024-2026 Contract Changes

This amendment to the memorandum of understanding is made this 27th day of December, 2023, 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, 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 here by modified in the following manner:

ARTICLE 4. UNION RIGHTS

Section 17. Union Credentials

The State shall continue to offer access credentials – i.e. badges, placards, etc – to union staff representatives and officials. Union credentials will be offered without charge. Any State ID produced by DGS shall give permanent access to the union representative until their separation from employment. MPEC shall be responsible for the return of union credentials to the State within 30 days after an employee separates. The State may charge a reasonable replacement fee in the event the credentials are lost or stolen absent a police report. Credentials allow for reasonable access to facilities for meetings and visits, which may be tailored to accommodate bona fide security needs of the employer. The parties acknowledge that nothing in this provision is intended to alter or modify agency credentialing requirements i.e applicant background check etc.

ARTICLE 5. WORKWEEK, WORKTIME, SCHEDULES, OVERTIME AND COMPENSATORY TIME

Section 7. Flextime and Compressed Workweek Schedules

The employer recognizes the value and benefits of compressed workweeks and flextime arrangements and encourages the development and implementation of compressed workweek schedules and flextime in appropriate work environments. The Employer agrees that the implementation and cancellation of flextime or a compressed workweek policy must be negotiated. In addition to the above, discussion may include whether employees may have the option, but not be required, to work eight (8) consecutive hours without a meal break to complete their work requirement. **Policies and employment practices for employees who are required to work compressed schedules shall not result in a reduction of their salary or benefits.**

Section 16. Bilingual Pay

Where the Employer currently pays bilingual pay or bonuses, it shall continue to do so. The Employer retains discretion to initiate bilingual pay or bonuses. The minimum bilingual bonus or hourly equivalent is **\$75** per pay period. The Employer may not require an employee to use bilingual skills without paying the appropriate bonus or pay. This does not apply to employees where such skills are in the classification specification.

ARTICLE 6. WAGES

Section 1A. Wages

All bargaining unit employees who are otherwise eligible shall receive an increment effective July 1, 2024, or January 1, 2025, based on the employee’s entry on duty (EOD) date. On **January 1, 2024**, the State will add **two (2)** additional steps (step 25 **and step 26 on the Standard Salary Schedule**) onto **the pay plan(s) affecting bargaining unit employees**. On **June 30, 2024, the state will eliminate a step (step 2 on the Standard Salary Schedule) from the beginning of the pay plans affecting bargaining unit employees.**

Effective **July 1, 2024**, 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.

Effective **January, 1 2025**, bargaining unit employees who have an entry on duty date that is prior to, **June 30, 2019** and who have been continuously employed with the State, will receive an additional step. In accordance with Salary Guideline 16A, which pertains to employees in the State Personnel Management System, or Transportation Service Human Resource System (TSHRS) Policy 9B in the case of TSHRS employees, this additional step will be processed after the **January 1, 2025**, Fiscal Year 2025 increment that an employee may receive on **January 1, 2025**.

Section 1B. Annual Salary Review

As a result of the Annual Salary Review (ASR) process, effective July 1, 2024:

The following classifications in Assessor Commercial and Industrial series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Class Code	Title	Current Grade	ASR Grade
1702	Assessor I Commercial and Industrial	STD 0016	STD 0017
1675	Assessor II Commercial and Industrial	STD 0017	STD 0018

1703	Assessor Advanced Commercial and Industrial	STD 0018	STD 0019
------	---	----------	-----------------

The following classifications in Assessor Real Property series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Class Code	Title	Current Grade	ASR Grade
3310	Assessor I Real Property	STD 0013	STD 0014
3311	Assessor II Real Property	STD 0014	STD 0015
3029	Assessor III Real Property	STD 0015	STD 0016
0189	Assessor Advanced Real Property	STD 0016	STD 0017

The following classifications in Casino Compliance Representative series will be restructured to include two additional levels. Employees currently in the Casino Compliance Representative class will be reclassified into the appropriately class and receive a between a one-grade and three-grade increase. These employees will receive a 6% increase in pay per grade received. Employees in the Casino Compliance Representative Lead classification will receive a three-grade increase. Employees in this class will receive an 18% increase in pay:

Class Code	Title	Current Grade	ASR Grade
3631	Casino Compliance Representative I	STD 0012	STD 0013
	Casino Compliance Representative II		STD 0014
	Casino Compliance Representative III		STD 0015
3632	Casino Compliance Representative Lead	STD 0013	STD 0016

The following classifications in Charter Specialist series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Class Code	Title	Current Grade	ASR Grade
2638	Charter Specialist I	STD 0014	STD 0015
0220	Charter Specialist II	STD 0015	STD 0016
3467	Charter Specialist III	STD 0017	STD 0018

The following classifications in Environmental Health Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
------------	-------	---------------	------------------

2428	Environmental Health Specialist Trainee	STD 0013	STD 0015
2429	Environmental Health Specialist I	STD 0014	STD 0016
2430	Environmental Health Specialist II	STD 0015	STD 0016

The following classifications in Financial Compliance Auditor series will receive a one-grade increase. Employees will receive a 6% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4538	Financial Compliance Auditor Trainee	STD 0014	STD 0015
4539	Financial Compliance Auditor I	STD 0015	STD 0016
4540	Financial Compliance Auditor II	STD 0016	STD 0017
4541	Financial Compliance Auditor Lead	STD 0017	STD 0018

The following classifications in Sanitarian series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
0223	Sanitarian I Registered	STD 0013	STD 0015
0226	Sanitarian II Registered	STD 0014	STD 0016
0242	Sanitarian III Registered	STD 0015	STD 0017
0277	Sanitarian IV Registered	STD 0016	STD 0018

The following classifications in Computer Information Services Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4408	Computer Information Services Specialist I	STD 0013	STD 0015
4409	Computer Information Services Specialist II	STD 0015	STD 0017

The following classifications in Computer Network Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4411	Computer Network Specialist Trainee	STD 0015	STD 0017
4412	Computer Network Specialist I	STD 0016	STD 0018
4413	Computer Network Specialist II	STD 0017	STD 0019

4503	Computer Network Specialist Lead	STD 0018	STD 0020
------	----------------------------------	----------	-----------------

The following classifications in Database Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4479	Database Specialist I	STD 0016	STD 0018
4480	Database Specialist II	STD 0018	STD 0020

The following classifications in IT Functional Analyst series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4497	IT Functional Analyst Trainee	STD 0014	STD 0016
4498	IT Functional Analyst I	STD 0015	STD 0017
4499	IT Functional Analyst II	STD 0016	STD 0018
4500	IT Functional Analyst Lead	STD 0017	STD 0019

The following classifications in IT Programmer series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4466	IT Programmer Trainee	STD 0010	STD 0012
4467	IT Programmer	STD 0013	STD 0015

The following classifications in IT Programmer Analyst series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4468	IT Programmer Analyst Trainee	STD 0015	STD 0017
4469	IT Programmer Analyst I	STD 0016	STD 0018
4470	IT Programmer Analyst II	STD 0017	STD 0019
4471	IT Programmer Analyst Lead/Advanced	STD 0018	STD 0020

The following classification in IT Quality Assurance Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
------------	-------	---------------	------------------

4483	IT Quality Assurance Specialist	STD 0018	STD 0020
------	---------------------------------	----------	-----------------

The following classification in IT Staff Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4486	IT Staff Specialist	STD 0017	STD 0019

The following classification in IT Systems Technical Specialist series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4488	IT Systems Technical Specialist	STD 0019	STD 0021

The following classifications in IT Technical Support Special series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
4474	IT Technical Support Specialist Trainee	STD 0015	STD 0017
4475	IT Technical Support Specialist I	STD 0016	STD 0018
4476	IT Technical Support Specialist II	STD 0017	STD 0019

The following classifications in Webmaster series will receive a two-grade increase. Employees will receive a 12% increase in pay:

Class Code	Title	Current Grade	ASR Grade
0338	Webmaster Trainee	STD 0015	STD 0017
0387	Webmaster I	STD 0016	STD 0018
0388	Webmaster II	STD 0017	STD 0019

Additionally, there will be the establishment of the following new classifications to be used by the Maryland Department of Transportation:

<u>Title</u>	<u>ASR Grade</u>
DOT Business Analyst	21
DOT Cyber Defense Analyst I	18
DOT Cyber Defense Analyst II	19

DOT Cyber Defense Analyst Lead/Adv	20
DOT Cyber Policy and Strategy Planner I	23
DOT Cyber Policy and Strategy Planner II	24
DOT Cybersecurity Systems Administrator I	20
DOT Cybersecurity Systems Administrator II	22
DOT Cybersecurity Systems Administrator Lead/Adv	24
DOT End User Support Specialist I	16
DOT End User Support Specialist II	17
DOT End User Support Specialist Lead/Adv	18
DOT Enterprise Architect	25
DOT GIS Analyst I	13
DOT GIS Analyst II	15
DOT GIS Analyst III	16
DOT GIS Analyst Lead/Adv	18
DOT Information Systems Security Specialist	23
DOT Network Administrator I	18
DOT Network Administrator II	19
DOT Network Administrator Lead/Adv	20
DOT Network Engineer I	19
DOT Network Engineer II	20
DOT Network Engineer Lead/Adv	21
DOT Network Operations Specialist I	20
DOT Network Operations Specialist II	22
DOT Network Operations Specialist Lead/Adv	24
DOT System Administrator I	18
DOT System Administrator II	19
DOT System Administrator Lead/Adv	20
DOT Systems Architect	23
DOT Vulnerability Assessment Analyst I	21
DOT Vulnerability Assessment Analyst II	22
DOT Vulnerability Assessment Analyst Lead/Adv	23

Section 1D. Pay Equity Adjustment

Effective on **July 1, 2024**, existing employees in a **region and in the same Department** shall receive a salary adjustment to match the step of the newly hired employee where:

- (1) the new employee is hired on **July 1, 2024**; 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 new employee's region is defined as a geographic area which includes any county/Baltimore City contiguous to the primary work location of the**

newly hired employee. A Department is defined as a Principal Department of the executive branch of State government, or an independent agency within SPMS. Where the newly hired employee's primary work location is located in a 24/7 facility, employees of the non-24/7 facilities within the region will not be eligible for the equity adjustment. Where the newly hired employee's primary work location is located in a non-24/7 facility, employees of the 24/7 facilities within the region will not be eligible for the equity adjustment.

Section 1E. Pay Equity and Salary Competitiveness LMC

A Statewide Salary Competitiveness LMC shall be established to evaluate modifications to the State's Standard and Correctional Salary Schedules, pay equity, and salary compression. The committee shall consist of sixteen (16) members, six (6) AFSCME representatives, one (1) MPEC representative, one (1) AFT-Healthcare representative, and eight (8) management representatives. AFSCME, MPEC, AFT, and management shall each select and appoint their representative committee members. The committee will be chaired by a management representative appointed by the Secretary of DBM.

The committee shall explore modifications to the State's Standard and Correctional Salary Schedules, pay equity and salary compression and shall make recommendations to the Secretary of DBM by August 1, 2024.

Section 2: Shift Differential

The Employer shall pay a shift differential to an employee who works a qualifying shift. A qualifying shift means a full-time or permanent part-time shift, which starts at or after 2 P.M. and at or before 1 A.M.

The Employer shall pay a shift differential **on a prorated basis** to an employee who works **any part of** a qualifying shift. **Effective July 1, 2024** the rate of shift differential pay shall be **\$1.00**/hour for all classifications. The Employer may not pay a shift differential to an employee who is on leave.

Section 5E. Reclassification Request Non-Response

If an employee does not receive a response to a reclassification request within 30 days of submission, they can submit the request directly to the Classification and Salary Administration Unit (CAS) at the Department of Budget and Management (DBM) or to the Maryland Department of Transportation's (MDOT) classification unit.

Section 6. Wage or Benefit Repayments/ Errors in Pay

When an employee is underpaid as a result of an Employer error, the Employer shall, where possible, provide the employee with an advance check to offset the underpayment. In this

case, if enrolled, benefits continue without interruption and the Employee Benefits Division will invoice the employee for any missed payroll deductions.

When an employee is overpaid as a result of an Employer error, the employee shall be responsible for reimbursing the Employer for the overpayment. If the overpayment exceeds \$100, the employee shall be given the opportunity to make arrangements for a repayment plan. The Employer shall attempt to structure the repayment plan in a manner that does not place a financial hardship on the employee. If the employee fails to repay the overpayment or tallow a repayment plan, the State may take appropriate measures to collect the funds owed. In this case, it is presumed there were sufficient funds to deduct all benefit contributions. Since contributions are fixed, based on elections, there is no impact to Health Benefits.

ARTICLE 9. LEAVE WITH PAY

Section 4. Military Leave

Any employee who is a member of a reserve component of the Armed Services or in the organized militia shall be permitted military leave with pay for up to **thirty (30)** working days per year for **uniformed services** training or active **uniformed services** duty. To be eligible, the employee must provide the employing agency with a copy of the orders from his/her unit.

There shall be no discrimination or adverse personnel action based on employee military service or status.

There shall be no discrimination or adverse personnel action based on employee military service or status.

Section 8. Disaster Service Leave

a.) Requirements for leave with pay. - On request, an employee subject to this section may be entitled to disaster service leave with pay if:

(1) the employee is certified by the American Red Cross as a disaster service volunteer;
and

(2) the American Red Cross requests the services of the employee during a disaster that is designated at Level II or above in the regulations and procedures of the National Office of the American Red Cross.

b.) Amount allowed: -An employee may use up to **thirty (30)** days of disaster service leave in any twelve (12) month period, only after obtaining approval from the employee's appointing authority.

c.) Employment status for purposes of certain claims. - For purposes of workers compensation and the Maryland Tort Claims Act, while an employee is using disaster service leave, the employee is deemed not to be a State employee.

Section 11. Vaccination Leave

Each year, employees may request a total of two (2) hours of vaccination leave for the purpose of obtaining a flu or COVID-19 vaccination or booster.

To receive Vaccination Leave, employees must provide Human Resources the following:

- (1) proof of full vaccination;
- (2) proof of receipt of a flu or COVID-19 vaccination or booster shot; and
- (3) a written request on a form prescribed by the Secretary of Budget and Management for Vaccination Leave.

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

Section 12. COVID-19 Leave

Effective January 1, 2024 through December 31, 2024 employees who test positive for COVID-19, will be eligible to use up to 5 days (NTE 40 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.

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

- (1) a positive COVID 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
- (2) a written request on a form prescribed by the Secretary of Budget and Management for COVID-19 Leave which shall be provided to employees as needed and available online at the DBM website.

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 5 days of COVID-19 Leave at once. This leave will be available to employees of SPMS and MDOT.

ARTICLE 14. JOB CLASSIFICATION

Section 1. Job Study Requests

When the employee (and Union representative, if chosen) and supervisor believe a position is incorrectly classified, a request may be submitted to study the position. Such a study shall be completed in a timely manner unless a study of the job in question has been completed within the previous twelve months and the job duties have not changed. The employee (and Union representative, if chosen) will be provided with a copy of the Employer's findings upon request.

The Employer will apply its established classification standards and guidelines in a fair and equitable manner.

Except where a study of a job has been completed within the previous eighteen months and there has been no change in job duties, an employee and/or Union representative, may submit a request to the Department of Budget and Management's (DBM) Classification and Salary Administration Unit (CAS) or the Department of Transportation's Classification Unit to study the position in accordance with applicable procedures and regulations. Such a request shall include a completed position description that has been signed, in a timely manner, by the employee's supervisor and Appointing Authority. The employee and/or the Union representative shall provide the employee's supervisor with a copy of the request. Where possible, CAS shall complete the study within 60 days from the date of receipt. The employee (and Union representative, if chosen) will be provided with a copy of the Employer's findings.

ARTICLE 15. JOB DESCRIPTIONS

Section 1. Job Descriptions

All employees shall be provided an accurate copy of their job description. When job descriptions are changed, employees shall be furnished a copy and have an opportunity to discuss any changes with their Supervisor.

If an employee is not provided with a position description, the employee shall be responsible for drafting their position description form and shall forward it to their supervisor for approval. If the employee and the supervisor disagree on the job description, they shall meet within 14 days and attempt to reach an agreement on the employee's job duties. In the event that an agreement cannot be reached, the supervisor will finalize the job description in accordance with the supervisor's understanding and expectations of the position. The employee may submit his or her comments for the classification analyst to consider when reviewing the position description. If the supervisor does not reply within 30 days of the employee submission, the employee may file a grievance.