

AFT Healthcare Maryland Tentative Agreement Language

2018-2020

Article 4 Union Rights

Section 3

The Employer and the Union recognize that Union representatives and stewards play an important role in effectuating the terms of this ~~a~~Agreement; however, both parties acknowledge that the duties undertaken as a Union representative or steward are in addition to their ~~stewards'~~ job assignments. The Union shall notify the Department of Budget and Management in writing of the names of the designated Union representatives and stewards prior to assumption of any duties.

Consistent with the operational needs of the Employer, the Employer shall grant time off with pay for designated stewards and Union representatives, including reasonable travel time when necessary during work hours, to attend:

- 1) grievance meetings;
- 2) investigatory or "mitigation meetings";
- 3) Labor Management Committee meetings;
- 4) negotiating sessions regarding supplementation or amendment of this Agreement during its term;
- 5) committee meetings and activities if such meetings or activities have been jointly established by the parties; or
- 6) meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being Union representatives or stewards.

~~Release hours will not exceed the employee's normally scheduled workday. Time off with pay will not be unreasonably withheld. The Union will normally provide the Employer with the names of its representatives who need release time within 48 hours of the scheduling of the meeting.~~

Union representatives and stewards shall be allowed reasonable work time to complete assignments that have been assigned by the Labor Management Committee. The employee's supervisor shall approve when the time can be taken.

Release hours will not exceed the employee's normally scheduled workday. Time off with pay will not be unreasonably withheld, but shall not exceed 16 hours in a pay period. The Union will normally provide the Employer with the names of its Union representatives or stewards who need release time within 48 hours of the scheduling of the meeting. The employee is required to code any activity pursuant to this section as follows: select work tag "remote work location" and then select "Union business" on the employee's time sheet.

Section 4. Release Time Account for Union Activities

On July 1 of each year, the Employer shall credit the Union's release time account with one (1) day for every ~~fifteen (15)~~ twenty (20) bargaining unit members. Union representatives will be allowed time off with pay charged against the Account consistent with the operational needs of the Employer for Union business such as job steward trainings, leadership conferences, educational conferences, state or area-wide committee meetings or state or International conventions, and Union sponsored labor relations training provided such representative provides reasonable notice to his/her supervisor of such absence.

Article 6

Section 1A. Wages

Effective no later than January 1, ~~2015~~ 2019, 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.

If (final) actual General Fund revenue collections for fiscal year 2018 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2017 of \$17,058,516,000 as published in the Board's Report of December 2017 by an amount greater than \$75 million, the Governor shall agree to request a deficiency appropriation at the 2019 session of the Maryland General Assembly in the amount sufficient to provide all permanent State employees of bargaining unit E a 0.5% cost-of-living adjustment and a one-time bonus of \$500 effective April 1, 2019.

~~Section 1B. Increments~~

~~All eligible employees shall be provided with a step increase on their appropriate annual increment date during Fiscal Year 2016.~~

Section 1B. Hiring and Retention Bonuses

Effective January 1, 2018 a \$1,000 nurse hiring bonus and a \$3,000 nurse retention and attendance bonus will be provided to eligible registered nurses pursuant to Appendices A and B.

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. The rate of shift differential pay shall be \$0.625/hour for all classifications in salary grades 5 through 18.

Section 5. Pay on Promotion/Reclassification

C. Reclassification Into A New Classification Series

When an employee is reclassified as the result of the implementation of a new classification with a higher grade, the employee's step or rate of pay shall be determined by a minimum six (6) percent upward adjustment. In the event that the new classification is the same grade level as the prior classification, the employee's step or rate of pay shall remain the same.

When a DOT employee is reclassified as a result of the implementation of a new classification with a higher grade that is unique to DOT only, the employee's step or rate of pay shall be determined by a minimum 6 percent upward adjustment for one pay grade, or a 12 percent upward adjustment for two or more pay grades, whichever is applicable, not to exceed the maximum of the pay grade.

ARTICLE 16. PERFORMANCE EVALUATION

The Performance Evaluation is intended to facilitate communication between employees and supervisors regarding expectations and job performance. The process offers employees and supervisors an opportunity to acknowledge the successes achieved over the year, and to openly discuss areas for enhancement and improvement. In cases of poor performance, it is meant to compliment the disciplinary process by providing a means to assist employees to improve.

Section 1. Intervals Between Appraisals

~~Employees shall receive written performance appraisals at six (6) month intervals according to their entry on duty date. There will be a mid-year appraisal and an end-of-year appraisal, which will include a performance rating. Performance ratings are as follows:~~

- ~~1. Outstanding~~
- ~~2. Satisfactory~~
- ~~3. Unsatisfactory~~

Section 2. Performance Standards

~~Performance standards and behavioral elements shall be specific, attainable, relevant measurable and fully consistent with an employee's duties, responsibilities and grade as described in his/her job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and criteria for each rating level shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. Performance outcomes considered to be "outstanding" and "satisfactory" shall be described for each performance standard and behavioral element.~~

~~If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process.~~

~~Standards/elements will be applied fairly, objectively and equitably. The Employer shall take into account equipment and resource problems, lack of training, frequent interruptions, and other matters outside of an employee's control when applying standards/elements to performance. Pre-approved time away from the job including sick leave, personal days, annual leave and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance standards and behavioral elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work.~~

Section 3. Appraisal Procedure

~~The employee's supervisor will prepare the mid-year and end-of-year performance appraisal. If such is not the case, the second level supervisor shall prepare the appraisal. If an employee is transferred, he/she shall be given an exit appraisal and it shall be used in conjunction with his/her new supervisor's year end appraisal, unless the employee has been working under the new supervisor for at least six months, and the employee and the Employer mutually agree not to use the former supervisor's appraisal.~~

~~When both appraisals are used, they shall be averaged in accordance with the number of months evaluated by each appraisal. If the evaluating supervisor is not the direct supervisor, he/she must have actual knowledge of the employee's performance.~~

Section 4. End-Of-Year Appraisal

~~The end-of-year appraisal, which the appointing authority will approve before it is final, shall include the following:~~

- ~~1. performance rating;~~
- ~~2. specific tasks the employee needs to achieve during the next appraisal period and performance standards/behavioral elements;~~
- ~~3. modifications to the employee's job description, if any; and~~
- ~~4. recommendations for training to enhance the employee's skills, if any.~~

~~The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement. No quotas or other limitations shall be applied to employee ratings.~~

~~An appointing authority may change an employee's end-of-cycle final evaluation only with written justification, which cites the employee's performance standards/behavioral elements and the employee's actual performance. The supervisor shall give employees a copy of the end-of-year appraisal and a copy will be placed in the employee's personnel file. A statement of an employee's~~

~~objection to an appraisal or comment may be attached and put in their personnel file.~~

Section 5. Appraisals Of Supervisors

~~Within fifteen days from a request made by the Exclusive Representative, employees may evaluate, anonymously, the performance of supervisors who have at least five (5) employees assigned to them. The forms will be considered in the supervisor's evaluation.~~

~~In settings where a supervisor is responsible for less than five (5) employees, the employees shall be able to express their opinions and/or concerns regarding their supervisor by using the form designated for this purpose. The information received shall be treated in the same manner as the information received in evaluations of supervisor with five (5) or more employees.~~

Section 1. Intervals Between Appraisals

Employees shall receive written performance appraisals at six (6) month intervals according to their entry-on-duty date.

1. Employees with an EOD date between January 1 and June 30, the PEP Cycle begins January 1.
2. Employees with an EOD date between July 1 and December 31, the PEP Cycle begins July 1.

Section 2. Performance Ratings

There will be a mid-year appraisal and an end-of-year appraisal, which will include a performance rating as follows:

1. Outstanding = Exceptional Performance. Achievements clearly are superior to the level of performance required for the job.
2. Satisfactory = Good Performance. The employee met the required and expected results for the job.
3. Unsatisfactory = Unacceptable Performance that shows no significant progress or improvement. Improvement is critical.

There are only three ratings: Outstanding, Satisfactory and Unsatisfactory, to which numerical equivalents of 3,2 and 1 respectively have been assigned for the purpose of calculating an overall score. No incremental ratings (for example, 1.5, 2.7 etc.) shall be assigned by a supervisor to an individual performance standard or behavioral element.

Section 3. Performance Standards

Performance standards and behavioral elements shall be specific, attainable, relevant, measurable and fully consistent with an employee's duties, responsibilities and grade as described in his/her job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and criteria for each rating level shall be provided to an employee in writing at

the outset of the rating period and changed during the period only after review with the employee. Performance outcomes considered to be "Outstanding" and "Satisfactory" shall be described for each performance standard and behavioral element.

If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process.

Standards/elements will be applied fairly, objectively and equitably. The Employer shall take into account equipment and resource problems, lack of training, frequent interruptions, and other matters outside of an employee's control when applying standards/elements to performance. Pre-approved time away from the job including sick leave, personal days, annual leave and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance standards and behavioral elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work.

Section 4. Appraisal Procedure

1. Whenever an employee is assigned to a different supervisor during the rating cycle (whether through a change in position or simply a change in supervisor), the supervisor shall meet with the employee as soon as possible to: review the Position Description (form MS-22 or DTS-3) for accuracy and to make any changes, if necessary; understand and clarify the duties being performed by the employee; identify expectations regarding tasks to be performed during the next rating cycle; and plan for any training, if necessary.
2. The employee's supervisor will prepare a preliminary mid-year and end-of-year performance appraisal. If the immediate supervisor is not available, the second level supervisor shall prepare the appraisal. If the evaluating supervisor is not the direct supervisor, he/she must have actual knowledge of the employee's performance.
3. The supervisor shall meet with the employee to discuss the preliminary appraisal. The employee shall be notified five days prior to the date of the review and discussion. Any rating of "Outstanding" or "Unsatisfactory" assigned by a supervisor to an individual performance standard or behavioral element shall be justified with an adequate explanation in the Supervisor's Comments to support the rating.
4. If an employee is transferred or placed under the supervision of a different supervisor during a rating cycle, he/she shall be given an exit appraisal by the prior supervisor and it shall be used in conjunction with his/her current supervisor's year-end appraisal, unless the employee has been working under the current supervisor for at least six months, and the employee and the Employer mutually agree not to use the former supervisor's appraisal. When both appraisals are used, they shall be averaged in accordance with the number of months evaluated by each appraisal.
5. If an employee has not received an exit appraisal from the former supervisor, and has not worked for at least six months for the current supervisor or does not agree to use only the current supervisor's appraisal, the employee can return to the former supervisor and request a performance appraisal for the portion of the rating period s/he was supervised by the former

supervisor. If the appraisal is received from the former supervisor, it shall be averaged with the current supervisor's appraisal, as described in paragraph 4.

a. If the appraisal is not received within a reasonable time to allow the current supervisor to complete the evaluation for the current rating period, the current supervisor shall complete the appraisal for the time during which the current supervisor supervised the employee, and shall note in writing in the Supervisor's Comments that an appraisal for the first portion of the rating period could not be obtained, and that the rating covers only the period of time the employee was supervised by the current supervisor, which should be specified.

b. To obtain the overall rating for the rating period if no performance appraisal is received from the former supervisor, the current supervisor shall credit the employee with a rating of "Satisfactory" for the period of time the employee was supervised by the former supervisor, and shall average that rating with the current supervisor's rating as described in paragraph 4.

6. Supervisors shall be required to review PEP refresher training materials every two (2) years.

Section 5. End-Of-Year Appraisal

The end-of-year appraisal, which the appointing authority will approve before it is final, shall include the following:

1. Performance rating;
2. Specific tasks the employee needs to achieve during the next appraisal period and performance standards/behavioral elements;
3. Modifications to the employee's job description, if any; and
4. Recommendations for training to enhance the employee's skills, if any.

The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement. No quotas or other limitations shall be applied to employee ratings.

An appointing authority may change an employee's end-of-cycle final evaluation only with written justification, which cites the employee's performance standards/behavioral elements and the employee's actual performance.

The supervisor shall give employees a copy of the end-of-year appraisal within 30 days of the date of the PEP meeting, and a copy will be placed in the employee's personnel file. A statement of an employee's objection to an appraisal or comment may be attached and put in their personnel file.

Article 18

Section 4. Tuition/Training Reimbursement

A. In General

Those agencies that have tuition reimbursement shall continue their current policy and practice, contingent on available funding.

An employee seeking tuition reimbursement shall submit a written request stating the course and the cost of tuition. The level of reimbursement per credit shall be limited to the per credit charge at the University of Maryland, College Park for graduate and undergraduate courses. All courses that are "job-related" are eligible for reimbursement. The term "job-related" includes preparation for potential promotion, as well as, improvement in currently utilized skills and knowledge. Employees may request reimbursement in accordance with the employing department's policies and procedures.

B. Reimbursement for Tuition or Training Fees for Job-Related classes or Training for Members of Bargaining Unit E

Employees in bargaining unit E are eligible to receive up to \$500 in tuition or training reimbursement for job-related classes or training for the duration of this Agreement; specifically, July 1, 2018 through June 30, 2019 for Fiscal Year 2019, during the period July 1, 2019 through June 30, 2020 for Fiscal Year 2020, and lastly, during the first six months of Fiscal Year 2021, the period July 1, 2020 through December 31, 2020 when this Agreement ends. This reimbursement is in addition to any other tuition reimbursement programs that may be in effect in an agency.

In order to be entitled to receive reimbursement, an eligible employee will be required to submit a request for approval to take the training, along with a copy of the course description to the employee's Human Resources (HR) Director no later than 15 days prior to the training. The HR Director (or designee) will determine whether the class or training is deemed job-related, and therefore, eligible for reimbursement.

Once the employee receives approval to take the class or training, in order to receive reimbursement, the employee must submit documentation showing:

- 1) The satisfactory completion of the course or training, and
- 2) An original receipt from the entity providing the training clearly showing the cost for the class or training and establishing that the cost for the class or training was paid in full.

Satisfactory completion is deemed a C or better for graded classes or a "pass" for pass/fail classes. Requests for reimbursement must be submitted to the appropriate agency fiscal officers **no later than 30 days** after the completion of the class.

In the event that the HR Director or designee determines that the class or training is not job related, the employee may seek reconsideration of this decision by submitting the request to the Executive Director of the Office of Personnel Services and Benefits, Department of Budget and Management.

Article 22

Section 1. Medical Plans

The Employer will maintain the current health (including vision) and dental insurance programs and practices. For calendar years 2018-2019 the Employer shall contribute 80% of the premium charge for PPO plans, 85% of premium for the EPO plan, 85% of premium for the IHM plan, 80% for the prescription drug plan and 50% for the dental plan. ~~There shall be no change in the State's premium~~

~~subsidy for health benefits plans in Fiscal Year 2012.~~

Section 3. Expanded Dependent Coverage

Effective July 1, 2008, the State shall offer dependent health benefits up to the age of 26, provided that:

- ~~1. The child dependent is either:
 - a) the natural child, stepchild, adopted child or grandchild of the insured;
 - b) a child placed with the insured for legal adoption;
 - c) a child who is entitled to dependent coverage under IN § 15-403.1; or
 - d) a dependent within the terms of COMAR 17.04.13.03A(11) but for the age limitation.~~
- ~~2. The child dependent is unmarried;~~
- ~~3. The child dependent is under the age of 26; and~~
- ~~4. The child dependent is either:
 - a) a “qualifying child” of the insured, as that term is defined in 26 U.S.C. § 152(e);~~

~~or
a “qualifying relative” of the insured, as that term is defined in 26 U.S.C. § 152(d), excluding (d)(1)(B).~~

Section 3. Benefits Premium Holidays

All bargaining unit members who are enrolled in the State Employee and Retiree Health and Welfare Benefits Program and actively employed during pay period 18, which starts on February 14, 2018 and ends on February 27, 2018, with a pay date of March 7, 2018, and pay period 19, which starts on February 28, 2018 and ends on March 13, 2018, with a pay date of March 21, 2018, shall not have health deductions taken from their paychecks.

Section 7. Open Enrollment

The Employer will conduct an ~~Open e~~Enrollment period each year at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan. Unless there is a mandatory ~~Open e~~Enrollment, employees who take no action during ~~Open e~~Enrollment will automatically be re-enrolled in their current plans and coverage, except that employees who wish to enroll in flexible spending account(s) for healthcare and/or dependent care must do so during each Open Enrollment. The Employer shall ensure that health benefit fairs are held during open enrollment, that such fairs are well publicized and scheduled to facilitate employee attendance, and that the Union shall be provided with space at such fairs. Open ~~e~~Enrollment information and forms will be available to all employees and the Union in a timely manner. State agencies will make a good faith effort to mail ~~Open e~~Enrollment information to any employee who, on the first day of ~~Open e~~Enrollment, is scheduled to be on approved leave for more than 80% of the ~~Open e~~Enrollment period.

Section 10. Dependent Coverage for Children

Effective January 1, 2018, the State shall offer dependent health benefits for dependent children as follows:

1. Up to age 26 for a biological child, adopted child, or stepchild of an employee or retired employee, or a child placed for adoption by the employee or retiree.
2. Up to age 25 for (i) a grandchild of an employee or retired employee, (ii) a child under the testamentary or court appointed guardianship, other than a temporary guardianship of less than 12 months duration, of the employee or retire employee, or (iii) a child who is related to the employee or retired employee by blood or marriage, and is solely supported by the employee or retired employee. In each such case, the child must permanently reside with the employee or retired employee, and meet the requirements of 26 U.S.C. §§ 105, 106, and 125, and federal regulations implementing those statutory provisions for tax preferred health benefit coverage.
3. The above-referenced limiting ages may not apply if, at the time of reaching the limiting age, the child is incapable of self-support because of a mental or physical incapacity that started before the child reached the limiting age, and the child is chiefly dependent for support on the employee or retired employee.

Article 31. Health and Safety

Section 10A. Bullying in the workplace

The Employer and the Union recognize the need to educate all employees about bullying in the workplace and have worked collaboratively to enhance the State's Bullying in the Workplace Policy. The parties to this Agreement remain committed to working together to address any issues that arise relating to the employer's administration of this policy.

Section 11. Indoor Air Quality

The Employer shall ensure a healthful air quality and attempt to ensure comfortable air temperature in buildings it owns and in space that it leases.

A Statewide Indoor Air Quality LMC shall be established within 60 days of the effective date of this Agreement.

Article 35. MID CONTRACT NEGOTIATIONS

Section 1.

The Employer and the Union acknowledge their mutual obligation to negotiate as defined and required by law over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement. The Union's ability to negotiate does not provide the Union with a "veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes. The Employer and the Union expressly agrees ~~not to propose changes in working conditions that are mandatory subjects of bargaining to the General Assembly that have not been subject to the bargaining process described in this Article~~ to subject any changes to working conditions that are mandatory subjects of bargaining to the bargaining process described in this Article prior to proposing legislation sponsored by

a member of the General Assembly.

ARTICLE 36. FURLOUGHS

~~Effective January 1, 2015, there shall be no furloughs of bargaining unit members throughout the remainder of the term of this Agreement.~~

ARTICLE 37 36. CLOSURE, COMPLETION AND SEVERABILITY

With the exception of Article 5, “Workweek, Work Time, Schedules, Overtime and Compensatory Time,” Article 6, “Wages,” Article 8, “Leave Accrual,” Article 9, “Leave with Pay,” Article 17, “Within Grade Increases,” Article 22, “Insurance and Benefits,” Article 36, “Furloughs,” and any other provision that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds, this Memorandum of Understanding (“Agreement”) incorporates the matters of agreement reached by the State of Maryland, as employer, and the AFT Healthcare –Maryland /AFT/AFL-CIO, Local 5197, as exclusive representative for Bargaining Unit E in negotiations consistent with Md. Code Ann., State Pers. & Pens., § 3-501, which gubernatorial matters of agreement are within the executive authority of ~~Martin O’Malley~~ Larry Hogan, as Governor.

Upon ratification of this Agreement consistent with State Pers. & Pens. § 3-601, if ratification is completed prior to January 1, ~~2015-2018~~, all gubernatorial matters of agreement (all terms excepting Article 5, “Workweek, Work Time, Schedules, Overtime and Compensatory Time,” Article 6, “Wages,” Article 8, “Leave Accrual,” Article 9, “Leave with Pay,” Article 17, “Within Grade Increases,” Article 22, “Insurance and Benefits,” ~~Article 36, “Furloughs,”~~ and any other provision that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds) shall take effect January 1, ~~2015~~ 2018 and such gubernatorial matters of agreement shall remain in effect for a period of three years, through December 31, ~~2017~~ 2020 as authorized under State Pers. & Pens. § 3-601(b).

The terms of Article 5, “Workweek, Work Time, Schedules, Overtime and Compensatory Time,” Article 6, “Wages,” Article 8, “Leave Accrual,” Article 9, “Leave with Pay,” Article 17, “Within Grade Increases,” Article 22, “Insurance and Benefits,” ~~Article 36, “Furloughs,”~~ and any other provision of the Agreement that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds under Pers. & Pens. §§ 3-501(c)(2)(ii) and (d)(2) shall stand as executory pending approval by the Governor-elect and the General Assembly, in calendar year ~~2015~~ 2019 under the Maryland Gubernatorial Transition Act, Md. Code Ann., State Government Art., §§ 3-201 *et seq.*, and in budget years thereafter as consistent with the Maryland Constitution.

ARTICLE 37. DURATION

Section 1. Duration

This MOU shall become effective on January 1, ~~2015~~ 2018, upon signing (subsequent to a proper ratification by both parties) and remain in effect through December 31, ~~2017~~ 2020.

Section 2. Limited Reopeners

Notwithstanding the provisions of Section 1, Duration, either party may reopen this MOU in September of each succeeding year for the purpose of negotiating over economic issues for the following fiscal year and any other matter mutually agreed upon. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener throughout the duration of this MOU. In the event that there is a change in law affecting the legally permissible scope of bargaining, either party may reopen this MOU to negotiate the newly negotiable matters.

This M.O.U. is hereby accepted by the parties on: December ____, ~~2014~~ 2017.

For the State of Maryland:

For the AFT Healthcare-Maryland:

~~Martin O'Malley~~ Larry Hogan
Governor

~~Michael McNally~~ Martin Guinane
Executive Director, MPEC

~~T. Eloise Foster~~ David R Brinkley
Secretary
Department of Budget and Management

~~Maria Mathias~~ Debra Perry
President, AFT Healthcare-Maryland

~~John McDonough~~
Secretary of State

Cynthia Kollner

Chief Negotiator and Executive Director
Office of Personnel Services and Benefits