



**Emergency Pay Grievance
FAQ**
Revised 5/5/20

How did we get here?

The [AFSCME Memorandum of Understanding](#) (MOU) in article 10, section 5, says that state employees whose duties require them to report to work to continue agency operations during an emergency condition or who are required to report to work during a declared emergency condition are entitled to be credited (i.e. paid) two hours of work time for each hour actually worked. Between March 12, 2020 and March 22, 2020, the Hogan administration was properly applying this section of the MOU by providing double compensation for employees who were still required to go to work.

However, on March 21, 2020, the Department of Budget and Management (DBM) announced that the double compensation for essential and mission critical employees for the COVID-19 emergency was ending at midnight on March 23, 2020—right as the crisis was accelerating in Maryland. DBM instead unilaterally reduced compensation to \$3.13 COVID-19 pay differential which has been extended to June 2, 2020. Since March 23, 2020, AFSCME members in every state agency have continued to be on the frontlines of this crisis, ensuring Marylanders receive the essential services they need during this time and helping to prevent the spread of the virus into our communities. By filing this grievance to enforce the emergency pay provision of the MOU, AFSCME members are taking a stand and saying respect our rights—work during a declared emergency and accepting greater risk to health deserves the emergency pay agreed to in the MOU.

Who is eligible for the grievance?

You are eligible to sign on to this grievance if you meet all of the following criteria:

- You are/were covered under the AFSCME MOU at any point after March 23rd, which means you are a state employee whose job classification falls in [bargaining units](#) A, B, C, D, F, & H, and;
- As part of your assigned duties, you have reported to a physical work location at any point since March 23, 2020. This includes reporting to work at a state facility or office. You are also eligible if you were required to leave your house to perform home visits. If you are doing a part-time teleworking or administrative leave schedule, you are eligible from the time you left the house to go to a physical work location.

⇒ Please note that you *are not* eligible for this grievance if you've been teleworking or on administrative leave full time since 3/23/20.

What is the role of the lead grievant?

The lead grievant's main role, for public and official purposes, is to be the AFSCME member who brings the grievance forward on behalf of the participants who have signed on. In designating a lead grievant, we chose the AFSCME members who embody the common issues and concerns for other AFSCME members in their agency.

How do I sign on to the grievance?

We will need to file a grievance with each agency. To sign on, please visit our website at afscmemd.org and look for the grievance packet for your respective agency. When you open the grievance packet there are 3 pages:

- Page 1: Grievance form with lead grievant information
- Page 2: Issues, facts of law, and remedy for the grievance
- Page 3: Grievance consolidation addendum

To participate, you only need to sign on page 3—the grievance consolidation addendum. On the grievance consolidation addendum, there are 3 boxes for participants to fill out. You only have to fill out one of the boxes (other coworkers can fill in the other boxes). In the box, you must include signature and date, printed name, worksite, department (agency), and your home mailing address.

Please write legibly and sign the 3rd page (grievance consolidation addendum) in blue or black ink. Once you have filled this information out on page 3 (grievance consolidation addendum), please return this page to us by close of business on May 26. You can submit the form back to us by:

- Fax: 410-837-5436
 - Scanning and emailing to: emergency@afscmemd.org
 - Mail: AFSCME Maryland Council 3, 190 W. Ostend St., Ste. 101, Baltimore, MD 21230
- ⇒ *Please note:* electronic signatures *are not* excepted at this time.

Do I need to submit a record of my hours to participate in the grievance? Do you need any additional information from me?

No, the onus to maintain timekeeping records is on the employer. Should we prevail in the grievance, it will be the state's responsibility to compensate you according to our MOU for all hours worked since midnight on March 23 (including overtime). At this time, all we need from you to participate in the grievance is your information and signature on page 3 of the grievance packet—consolidated grievance form.

How long will this grievance take or when will we know the outcome? How will our union keep us updated on the progress of the grievance?

There are several stages to the grievance process, including the last stage which is a formal hearing at the Office of Administrative Hearings. Under normal circumstances, the average grievance can take up to 6 months. It's difficult to predict how long this grievance will take given the COVID-19 related closures currently in DBM, at OAH, and in the court system. Please update your personal email address on our website at <https://www.afscmemd.org/update-your-information>. We will be providing periodic updates via email to participants as we progress through the stages of the grievance process.

Where can I go to ask questions about the grievance?

You can contact a steward at your worksite or any field rep you may be working with. You may also call our office at 410-547-1515 or email us at emergency@afscmemd.org

Is this the COVID-19 response pay? The \$3.13 per hour for working or \$2 per hour working in a quarantine unit?

No, this grievance pertains to crediting people who have worked at a worksite during the state of emergency with 2 hours for every hour actually worked. We are continuing to fight for more people to receive the COVID-19 response pay and quarantine pay if they have earned it, but this grievance is for the emergency pay double compensation that AFSCME members are due in this situation per the MOU.

If I'm not eligible for cash overtime, does this grievance cover me as well?

Yes, under the emergency conditions article in the contract you are entitled to one hour of COMP time for every hour worked during the emergency at a worksite.