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January 10, 2008

Erica L. Snipes
Executive Director
State Labor Relations Board
839 Bestgate Road, Suite 400
Annapolis, Maryland 21401

**Re: AFSCME, Council 92 v. Maryland State Police
SLRB Case No. 05-U-04**

Dear Ms. Snipes:

For your information and file, enclosed is a fully executed copy of a settlement agreement reached among the State, the Maryland State Police, AFSCME, Council 92 and AFSCME, Local 367 in connection with the above-referenced unfair labor practice petition. Paragraph 6 of the agreement provides that the Maryland State Police shall dismiss its Petition for Judicial Review pending in the Baltimore County Circuit Court. .

Very truly yours,

KAHN, SMITH & COLLINS, P.A.

By:


Linda D. McKeegan

LDM:pc

Enclosure

cc: Sharon B. Benzil, Deputy Counsel, MSP



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COLONEL
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SUPERINTENDENT

November 20, 2007

Linda D. McKeegan, Esquire
Kahn, Smith & Collins, P.A.
201 North Charles Street, 10th Floor
Baltimore, MD 21201

Re:

Maryland State Police v. Maryland State Employees Union,
AFSCME, Council 92
Baltimore County Circuit Case No. 03-C-07-5826
(SLRB Case No. 05-U-04)

Dear Ms. McKeegan:

I am writing to confirm our agreement with regard to a resolution to the above matter. It is the intent of the Maryland State Employees Union, AFSCME, Council 92 ("Union"), the State of Maryland ("State") and the Maryland State Police ("MSP") to enter into an agreement that resolves the litigation (judicial review proceeding) pending in the Circuit Court for Baltimore County as well as to create a side letter agreement as to the matters pertaining to negotiated issues beyond those necessary to resolve the litigation.

The parties agree to the following terms and conditions:

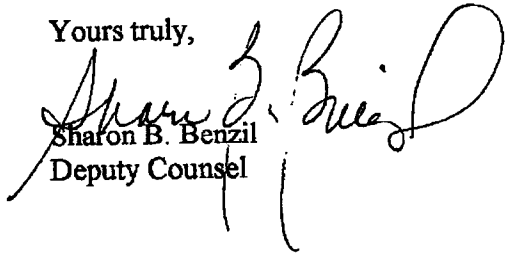
1. The MSP's January 1, 2005 Holiday Leave Policy ("Holiday Leave Policy") for employees working compressed and/or modified workweeks will become effective on the date of this agreement and shall apply prospectively.
2. For calendar year 2007, current civilian pilots employed by the MSP shall be credited with administrative leave for holiday leave that would have been earned/accumulated without the implementation of the Holiday Leave Policy. This leave shall be taken over the two-year period from January 1, 2008 through December 31, 2009, in amounts no greater than one-half of the total amount, per employee, in each of the calendar years 2008 and 2009.

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3. For calendar years 2005 and 2006, current civilian pilots employed by the MSP shall be reimbursed for holiday leave that would have been earned/accumulated without the implementation of the Holiday Leave Policy as follows: a total of 912 hours shall be provided for the benefit of all of the affected employees, as administrative leave, and shall be used over the next 2 calendar years, in the same manner as set forth in ¶ 2, above. The total number of leave hours of 912 shall be distributed to each current, affected employee in the pro rata ratio according to the number of hours each is "due," as set forth in the attached "Distribution of Earned/Accumulated Holiday Leave Schedule."
4. The State agrees to place the civilian pilots on pay parity with the sworn pilots for the difference in shift differential as of the date of this agreement. In the future, the State agrees to maintain this parity or to maintain the shift differential pay even if the sworn pilots agree to a reduced shift differential amount.
5. The MSP and Union will create a committee within the Aviation Division to examine and study benefits issues for the benefit of the civilian pilots to include, at least, examination of death and accidental dismemberment benefits occasioned by flight accidents.
6. Upon execution of this agreement, the MSP shall dismiss, with prejudice, the Petition for Judicial Review of SLRB Case No. 05-U04 pending in Baltimore County Circuit Court Case No. 03-C-07-5826.

The signatures below indicate the agreement and approval of the Union, the State of Maryland and the Maryland State Police.

Yours truly,


Sharon B. Benzil
Deputy Counsel

Authorized and Approved:

STATE OF MARYLAND

By: T. Eloise Foster
T. Eloise Foster, Secretary DBM

Date: December 14, 2007

MARYLAND STATE POLICE

By: Terrence B. Sheridan
Terrence B. Sheridan, Superintendent

Date: November 21, 2007

MARYLAND STATE EMPLOYEES UNION,
COUNCIL 92

By: Patrick Moran, Director
Patrick Moran, Title

Date: November 19, 2007

And by: Norman J. Molter
Norman J. Molter, President,
Local 3679

Date: November 19, 2007

Reviewed and approved for legal content:

Sharon B. Benzil
Sharon B. Benzil, Deputy Counsel
Office of the Attorney General

Date: 11/21/07