MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2014 -2016

Between the

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CITY UNION OF BALTIMORE

LOCAL 800, AFT, AFL-CIO

MAYOR AND CITY COUNCIL OF BALTIMORE

MASTER CUB AGREEMENT PART A

UNIT II

(Supervisory)

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MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2014 - 2016

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THE CITY UNION OF BALTIMORE
LOCAL 800, AFT, AFL-CIO
UNIT II (Non-Supervisory)

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and

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THE MAYOR AND CITY COUNCIL OF BALTIMORE

This Memorandum of Understanding entered into as of the 1st day of July 2013 between the Mayor and City Council of Baltimore (hereinafter referred to as "Employer" or "City") and City Union of Baltimore, Local 800, AFT, AFL-CIO (hereinafter referred to as "CUB"). To the extent that implementation of these points requires action by the Board of Estimates and/or the City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

It is the intent and purpose of CUB and the Employer to promote and improve the efficiency of the operations of the City of Baltimore. In order to render the most efficient public service to the citizens of the City, CUB and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Memorandum of Understanding.

The Employer and CUB agree that in all instances in this Memorandum in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

ARTICLE 2: RECOGNITION

A. Pursuant to the provisions of the Municipal Employees Relations Ordinance ("MERO") Article 12 of the Baltimore City Code and the Code of Public Laws of Baltimore City, the Employer recognizes the City Union of Baltimore ("CUB" or "Union") as the exclusive representative of all eligible employees in Unit I and certain employees who are presently unrepresented for which CUB has been certified.

B. All Classification Titles and the current pay grade for each title included in the Units for which CUB has been certified shall be listed in the Roster of the Unit. The Employer agrees to furnish CUB a complete list of classification titles and pay grades for all classes which, through reclassification, change in duties, change in titles, or any other reason are proposed as additions, deletions, or changes to Units for which CUB has been certified prior to any such changes. The list to be furnished shall include the name and work location of each person currently employed in the bargaining Unit I.

C. The Employer agrees to provide CUB with advance notice in writing should it decide that a position within the Unit should be excluded. The notice shall include a reason for the exclusion and CUB shall be given the opportunity to discuss the matter.

D. The parties have agreed to create a separate bargaining unit (Unit II) for inclusion of supervisory employees as that term is defined in the City Code, Article 12, §1-1(k). All classifications not designated to Unit II, shall remain in the non-supervisory Unit I. A separate MOU shall be prepared and executed concurrent with this Agreement, and contain identical terms except those set forth in Article 2, and the *CUB Classification Listing* attached to the FY 2014 - 2016 MOU.

E. Classification Listing: When this Memorandum of Understanding is noted by the Board of Estimates by that action, the Mayor and City Council also shall recognize CUB as the exclusive representative of certain employees who are presently unrepresented. Within ten (10)

days of execution of this Agreement, the Labor Commissioner shall meet with representatives of CUB to commence identification of such classifications. The affected classifications and employees holding such classifications shall be listed in the *CUB Classification Listing* attached to the FY 2014 - 2016 MOU.

ARTICLE 3: CHECKOFF

A. The Employer agrees to deduct CUB dues or service fees from the pay of any employee who is certified and represented and who has authorized in writing such deduction pursuant to the pertinent provisions of the Municipal Employee Relations Ordinance. Even if a probationary employee signs a dues check-off authorization before the employee completes his/her probationary period as provided under the Municipal Labor Relations Ordinance, the Employer shall nonetheless begin to check off union dues, as authorized in the check off, within the next full pay period following the Employer's receipt of the check off authorization from the employee. The terms of this paragraph A shall not for any other purpose change or expand the definition of an "employee" contained in Baltimore City Code Art. 12§ 1-1(d) and moreover this paragraph A shall not extend any representational rights to any probationary employee. The Employer shall promptly transmit all such moneys withheld to CUB on a monthly basis through the Automatic Clearinghouse (ACH), without charge to CUB.

B. The Employer agrees to deduct CUB service fees from the pay of any employee who is certified to be represented, is not a member of the local union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance. The Employer shall promptly transmit all such moneys withheld as service fees to CUB on a monthly basis, without charge to CUB.

C. Political Action Checkoff

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so, an amount authorized by the employee for political action. If administratively possible, the amount authorized by the employee shall be deducted on a bi-weekly basis, and a list of the employees from whom the deductions have been made and the amount deducted from each, together with a list of the employees who had authorized such deductions, shall be forwarded to the Union no later than two weeks after such deductions have been made in a separate check from Union dues. If not administratively possible, the above transactions shall revert to a monthly basis. The Political Action Checkoff Authorization Form shall read as stated in Addendum C.

D. CUB shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section, and CUB assumes full responsibility for the disposition of the funds deducted under this section.

E. The Employer will provide up to 1 (one) hour during orientation for a Union Representative to meet with new hires, transfers, or others who become part of bargaining unit. No less than once every six months, the Employer shall notify the Union, in writing by mail the times, dates and places of all new employees' orientation sessions. The Employer shall provide a confirmation notice of the place of each session one week before each scheduled session. In the event no formal orientation session is scheduled, the Employer shall arrange a meeting time and place for the Union Representative to meet with such employees.

ARTICLE 4: MEMBERSHIP DUES DEDUCTION PRINT-OUT

A. The Employer shall provide CUB with a print-out of its dues-paying membership to be furnished on a monthly basis without charge to CUB.

B. The Employer shall provide CUB with a print-out of all employees in the Unit for which CUB has been certified with classification title, work location, date of hire and amount of dues or service fees paid by each employee on a quarterly basis.

ARTICLE 5: UNION SECURITY

All Employees covered by this Memorandum of Understanding (1) who are employed after July 1, 1976 (or with respect to employees of the Police Department who are employed after July 1, 1987) and elect not to join or remain members of CUB or (2) who were employed prior to July 1, 1976 (or with respect to employees of the Police Department who were employed prior to July 1, 1987) and had previously executed membership or dues authorization cards as members of said CUB, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to CUB in an amount not to exceed the then current CUB dues in order to defray the costs incurred by the said CUB in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of Civil Service rights, and any and all other proceedings and matters for which CUB is the employees' exclusive representative as a result of its certification. Pursuant to the provisions of this Article and applicable law, the personnel department of each agency shall notify all new employees at the time of hiring that they are required, as a condition of continued employment, to pay Union dues or service fees to CUB.

Any procedures used by the Union to charge service fees to any employee for these purposes shall be in compliance with the rules set forth in the Supreme Court's decision in Chicago Teachers Union, Local No. 1 v. Hudson, 475 U.S. 292 (1986), and other relevant federal and state court decisions. CUB shall indemnify and hold the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of the procedures implemented by the Union.

ARTICLE 6: DISCRIMINATION

A. All provisions of this Agreement shall be applied equally to all employees in Unit I for which CUB is the certified representative without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or sexual orientation.

B. The Employer and CUB agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employee Relations Ordinance. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

ARTICLE 7: MANAGEMENT RIGHTS

The Employer shall have all of the rights set forth in Article 12, Section 3-2a of the Baltimore City Code (2000 ed.), formerly Article 1, §123, (supra), which section is incorporated herein by reference.

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

A. Subject to any limitations of existing law and the provisions of Section B below, any grievance, defined in the Municipal Employee Relations Ordinance Article 12 (1-1g) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1. The aggrieved employee, designated steward and/or CUB representative, shall normally discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) calendar days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2. If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be filed with the employee's next highest supervisor within seven (7) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the aggrieved employee and designated steward and/or CUB representative within seven (7) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and CUB in writing within seven (7) calendar days thereafter.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed with the Labor Commissioner or designee within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such appeal, the Labor Commissioner or designee shall meet with the aggrieved employee and CUB representative to discuss the

grievance. The Labor Commissioner or his designee shall respond in writing within ten (10) calendar days thereafter.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, a hearing before an impartial arbitrator may be initiated by CUB within twenty-one (21) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner of CUB's decision to arbitrate.

(a) Within ten (10) days of receipt of the Union's written intent to arbitrate the issues involved in the grievance, the Labor Commissioner shall, consistent with the Federal Mediation and Conciliation Service (FMCS) procedures, request a panel of arbitrators from the FMCS. Within ten (10) days after receipt of a panel of seven names obtained from the FMCS, the parties shall alternately strike name from that panel until one name remains who shall be the arbitrator. The first strike made in selecting an arbitrator shall be alternated between the Union and the employer from case to case.

(b) The arbitrator shall conduct a hearing on the merits and issue a decision to the Employer and CUB. The arbitrator shall not have authority to alter, modify, add or subtract from any of the terms or conditions of this Agreement. The arbitrator's decision shall be final and binding pursuant to the Municipal Employees Relations Ordinance (MERO), except with respect to grievances involving employees in the Police Department, in which case subsection (c) below shall apply.

(c)

(i) If a grievance involving a Police Department employee involves the policies, procedures or operations of the Police Department or Police Commissioner, the arbitrator's recommendations shall not be final and binding, but shall be advisory only. In the event the arbitrator's recommendations are not accepted by the Police Commissioner, a written statement of reasons will be provided to CUB.

(ii) The determination whether a grievance involves the policies, procedures or operations of the Police Department or Police Commissioner shall be made jointly by the Labor Commissioner and Police Commissioner and this decision shall be binding upon the Employer and CUB. This determination shall be made before an arbitrator is selected.

(iii) If a grievance involving a Police Department employee does not involve the policies, procedures or operations of the Police Department or Commissioner, then the arbitrator's recommendation shall be final and binding pursuant to the Ordinance.

B. Grievances involving employees and operations of the Police Department may be pursued through the procedures set forth in Section A above, except that if a grievance is submitted to the Personnel Service Board in accordance with the provisions of Subtitle 16, Section 16-12 of the

Code of Public Laws of Baltimore City, the employee and the Union shall be deemed to have waived their right to have the grievance processed through Section A above.

C. Time limits under this Article may be changed in writing by mutual agreement.

D. If the finding or resolution of a grievance at any step of the procedure is not appealed within any of the prescribed times herein, said grievance will be considered settled on the basis of the last written answer provided by the Employer, and there shall be no further appeal or review. Should the Employer not respond within any of the prescribed times, the grievance will proceed to the next step.

E. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.

F. The Union shall be the exclusive representative in all grievance matters under this Agreement.

G. Upon request, any recognized and accredited representative of CUB shall be granted reasonable time off during working hours where and when engaged in processing grievances under the grievance and arbitration procedure.

H. The cost of any arbitration proceeding shall be divided equally between the Employer and CUB.

I. No reprisals of any kind shall be taken by any party involved in the grievance procedure. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

J. Grievances arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be filed at step 3 of this article. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

K. Should discipline be imposed on an employee while a previous disciplinary action is pending, the parties shall discuss and agree on whether it is appropriate to hear the first disciplinary action prior to the second or merge the two disciplinary actions and have both heard in the same proceeding. If no agreement is reached, the two actions will be merged and heard in the same proceeding.

L. Notwithstanding the other provisions of this Article, the parties agree that there are various grievances, especially routine disciplinary matters, where the employee, the Union and the City are best served by establishing an arbitration process which will provide a more prompt, efficient and cost-effective method of handling such cases. The parties have, therefore, agreed to the following process which will be followed when the Union and the City mutually agree to do so:

1. The parties shall agree on a list of no less than 3 and no greater than 5 arbitrators who shall serve as Summary Arbitrators. Once selected, the Arbitrators shall be advised that they have been selected as members of this panel and shall be sent a copy of this section which sets forth the process which will be followed.

2. A list of Summary Arbitrators will be compiled in alphabetical order and selection of these arbitrators shall be rotated.

3. Procedure: Within twenty-one (21) days following the receipt of the City's Step 3 answer, if the Union decides to proceed to arbitration it shall determine whether it wishes to follow the Regular or Summary Arbitration Procedure and advise the Labor Commissioner. If the Union chooses Summary Arbitration, the Labor Commissioner shall have seven (7) calendar days to decline Summary Arbitration in which case the matter shall proceed to Regular arbitration. Assuming there is no objection to Summary Arbitration the matter shall follow the process in this section.

4. Once a grievance has been designated for Summary Arbitration, the parties shall contact the next arbitrator on the list of Summary Arbitrators. If the next arbitrator is not available to hear the case within a reasonable period, the parties shall go to the next arbitrator on the list and determine his/her availability. The parties shall continue the list for subsequent cases.

5. Hearings:

    a. The Union and the City shall present their respective cases using a representative of their choosing. It is the intent of the parties for the hearing to be informal and without briefs or transcripts. Upon mutual agreement at the close of a hearing, the parties may agree on filing a short written statement to address one or more issues if that is deemed appropriate.

    b. The Arbitrator shall be responsible for conducting the hearing consistent with the normal guidelines for arbitration cases. The Arbitrator shall have the responsibility for assuring that the relevant evidence and facts are brought forth by the parties and that the hearing is a fair one.

    c. After hearing the evidence and any closing statements by the parties, the Arbitrator shall render his/her decision within four (4) workdays following the date of the hearing. The Arbitrator's decision shall be in writing but the Arbitrator may issue a one or two sentence opinion in order to meet the time requirement herein, and then follow that opinion with an opinion setting forth the basis for his/her findings. It is the intent of the parties that the final opinion by the Arbitrator should be short and succinct and not exceed a few pages.

    d. The authority of the Arbitrator shall be the same as provided for in Article 8A, Step 4(b).

e. The Arbitrator's decision shall be final and binding upon the parties, but any decision rendered under this Summary Arbitration Procedure shall have no precedent and shall not be cited as precedent in a subsequent case.

6. Costs: The parties shall share equally in the cost of any arbitration proceedings under this section.

ARTICLE 9: DISCIPLINE AND DISCHARGE

A. Discipline - Disciplinary action may be imposed upon employees only for just cause. If the Employer has reason to reprimand or otherwise orally counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Employer must impose a disciplinary action not later than thirty (30) days after the Employer knew or reasonably should have known of the misconduct for which the disciplinary action is being imposed, or within thirty (30) days after the completion of an investigation which shall be conducted in a reasonable period of time.

B. Discharge, Reduction in Pay or Position, or Suspension for more than Thirty Days - The Employer shall not, except with just cause, discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any such employee without just cause. The employee will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

1. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days of an employee who has completed his probationary period, the management representative responsible for initiating such action shall, if requested, meet with the affected employee and his CUB representatives within five (5) calendar days from the date of the action complained of.

2. In the event an employee, except an employee of the Police Department, who has completed his probationary period is discharged, reduced in pay or position, or suspended for more than thirty (30) days, such employee and/or his CUB representative may request an investigation by the Civil Service Commission or may initiate a grievance pursuant to the provisions of Article 8 at step 3. Upon the employee and/or his CUB representative electing either the Civil Service Hearing of the Grievance Procedure, such election is irrevocable. If a Civil Service hearing is requested by the employee and/or his CUB representative the Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer. The Civil Service Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

The Hearing Officer, at the conclusion of such hearing, shall make findings of fact and recommendations which shall be forwarded within fifteen (15) days after the hearing to the Civil Service Commission for its determination. The Commission shall take action on such recommendations within fifteen (15) days thereafter. Copies of the Hearing Officer's findings

and recommendation and the Commission's written decision shall be sent to the aggrieved employee, the CUB representative and the Department Head.

3. All Civil Service Commission disciplinary proceedings shall be recorded on a tape recorder and/or related machinery to be supplied by the Employer. Following a final disposition by the Civil Service Commission on the Hearing Officer's recommendations, tapes of the Hearing Officer's proceedings in each individual disciplinary matter shall be preserved and inserted in the affected employee's personnel file for further review not to exceed thirty (30) days.

4. Employees whose suspensions or terminations are reduced and/or overturned will be reimbursed within two (2) full pay periods, subject only to those cases which must go through the Board of Estimates, in which case such employee will be reimbursed within two (2) full pay periods following Board approval.

5. Issuance of Discipline and Attendance at Grievance Meetings: It is agreed that the supervisor or manager who is responsible for imposing discipline shall sign the disciplinary form or letter. The City's representative at each step of the grievance process shall include a supervisor or manager who has full knowledge of the grievance and the authority to modify the discipline, if appropriate.

C. In the event that the Baltimore City Charter is amended and a new Human Resources Department is created, the Employer agrees that any such change in the administration of City human resource policies shall not violate an employee's rights to a fair hearing in the event of disciplinary action.

D. Any employee scheduled for a disciplinary hearing or meeting must be given prior notice by management that he has a right to representation by his CUB Representative.

E. Where a police commissioned City employee (i.e. Special Traffic Enforcement Officer, Parking Control Agent) acting within the scope of his/her employment is charged with a criminal offense or is named as a defendant in a civil lawsuit. The City Solicitor will determine whether to provide such employee legal representation through the Baltimore City Law Department, or whether to indemnify the employee if he/she has obtained his/her own counsel. The decision to provide an employee legal counsel will be determined on a case-by-case basis and in the sole discretion of the City Solicitor. In no event will an employee who has been adjudicated "guilty" of a criminal offense or who receives a verdict of probation before judgment (PBJ) be entitled to reimbursement for costs associated with his/her criminal case, including reimbursement for legal counsel.

ARTICLE 10: PROBATIONARY PERIOD

A. All newly hired unit members shall serve a probationary period of six (6) months beginning on their date of hire, during which the employee's competency to fulfill the duties of the position will be judged by the Employer. Police Department employees shall serve the one-year probationary period as set forth in The Code of Public Local Law of Baltimore City.

B. An employee who is recalled to his/her same position shall not be required to serve a probationary period. Should an employee be recalled to a different classification, the employee shall be required to serve a probationary period, but if the employee is unable to perform the job, she/he shall be returned to layoff status. Employees who quit, are terminated or are laid off for a period in excess of one (1) year, shall be required to serve a probationary period if they are rehired. Employees who are promoted or transferred shall serve a probationary period as set forth in the City's Civil Service Rules and Regulations.

ARTICLE 11: RATES OF PAY

A. During the term of this Memorandum of Understanding, the salary system that was effective July 1, 1989 and which consists of four levels for each salary grade, entitled "Hiring Level," "Full Performance Level," "Experienced Level," and "Senior Level," respectively, shall continue. The length of continuous service required in one level of a grade before an employee may move to the next level of that grade shall be eighteen (18) months. In order for an employee to move between levels, that employee's job performance must be certified as being satisfactory. Under the level movement system, appropriate service in grade prior to the July 1, 1981 implementation of the level movement system shall continue to be credited toward level movement.

B. Wage increases for employees shall be as follows:

July 1, 2013	2%
January 1, 2014	1%
July 1, 2014	2%
July 1, 2015	1%

The Employer has represented that there shall be no greater wage increases provided to the AFSCME locals. Should that change, CUB shall receive an equal percent wage increase

C. Employees covered by this Agreement shall receive the following longevity increments as a percentage of the maximum of the grade, or in the event that they are on a flat salary basis, then as a percentage of their annual flat salary, as follows:

Effective June 1, 2009	
10 years - 2½%	10 years – 3%
15 years - 2½%	15 years - 3%
20 years - 2½%	20 years – 3%
25 years - 2½%	25 years – 3%
30 years - 2½%	30 years – 3%
Effective July 1, 2015	40 years – 2%

D. Night Differential Pay

1. Employees regularly assigned to night or shift work shall be paid thirty cents ($. 30) per hour above their established pay rates for each hour worked on a shift which commences between the hours of 2:00 p.m. and 5:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. When applicable, night differential shall be paid at the appropriate overtime rate.

2. An employee not regularly assigned to the night shift, but who works overtime hours into the night shift, shall receive the night differential for all overtime hours worked into the night shift in excess of ten (10) hours in a given bi-weekly payroll period. Said differential shall be paid at the rate of thirty cents ($ .30) an hour at time and one-half (1½).

3. An employee who works overtime extending into the night shift shall be paid the night differential of thirty cents ($ .30) at time and one-half (1½) of that rate if he works the entire night shift regardless of the total number of hours of overtime worked within the given payroll period.

4. Recreation employees in the Bureau of Recreation whose regularly assigned shifts entitle them to night differential pay shall be eligible to receive night differential for all hours worked on a shift which, because of a temporary shift change, commences prior to 2:00 p.m.

E. Hazardous Duty Pay and Environmental Pay

1. A premium of fifteen cents ($ .15) per hour shall be paid to employees for all hours when such employees are required to enter and work in excavated trenches of six (6) feet or more in depth, or to enter through manholes and in any existing underground pipe networks.

2. All Unit employees who are required to make repairs and/or installations from either hydraulic platform trucks or hydraulic bucket trucks at a height of seven (7) feet or more, shall receive a differential of fifteen cents ($ .15) per hour for each hour worked.

3. Employees listed below working in hazardous environmental conditions shall be paid fifteen cents ($ .15) per hour above the established rates for each hour worked on the shift. A hazardous environmental condition shall be defined as one which exposes the employee to an area where highly toxic chemicals are used or an atmosphere where the level of toxic fumes or gases is dangerously high.

All employees at the Back River Waste Water Treatment Plant, the Patapsco Waste Water Treatment Plant and the Eastern Avenue Pumping Station (Department of Public Works, Waste Water Facilities Division) and the Reproduction Shop (Department of Public Works, Survey and Records Section) and the Ashburton and Montebello Filtration Plants shall be paid an environmental differential pursuant to the above provision.

4. Fifteen cents ($ .15) per hour over the normal hourly rate will be paid to all employees under this Memorandum of Understanding (MOU) working on the Jones Falls Expressway, Baltimore-Washington Parkway, Key Highway and Pulaski Highway, or any other Interstate Highway within the City limits for each hour so worked.

5. Employees occupying the following unit positions in the Laboratory Division of the Baltimore City Police Department who work with biohazardous materials, including contaminated blood and body fluids, shall be paid fifteen cents ($ .15) per hour environmental differential for all hours worked. Employees permanently assigned to and working in the Evidence Control Unit shall be paid fifteen cents ($ .15) per hour environmental differential for each hour worked at that facility.

TITLES
Crime Laboratory Technician
Crime Laboratory Technician Trainee
Crime Laboratory Photographer
Firearms Examiner
Criminalist I, II
Latent Print Examiner

6. Employees occupying the following classified positions at Ashburton & Montebello Filtration Plants who are involved in the water treatment process and exposed to highly toxic chemicals or an atmosphere where the level of toxic fumes or gases is dangerously high shall be paid fifteen cents ($ .15) per hour environmental differential.

TITLES
Operations Technician Supervisor I (Water Treatment)
Maintenance Technician Supervisor I
Painter Supervisor
Instrumentation Technician II

7. Employees occupying the following classified positions at the Animal Shelter Division of the Baltimore City Health Department who work with biohazardous materials, including contaminated blood and body fluids, shall be paid fifteen cents ($ .15) per hour environmental differential.

TITLES
Veterinary Technician
Veterinary Technician Supervisor
Animal Warden Supervisor
Medical Laboratory Technologist
Certified Dental Assistant

8. Fifteen cents ($ .15) per hour over the normal rate of pay will be paid to all employees occupying the classifications of Solid Waste Collections Supervisor and Solid Waste Disposal Supervisor at the Department of Public Works, Bureau of Solid Waste.

9. Fifteen cents ($ .15) per hour over the normal rate of pay will be paid to all employees occupying the classification of Special Traffic Enforcement Officer (STEO) and Parking Control Agents in the Department of Transportation.

10. In the event the Inclement Weather Conditions and Other City Emergencies policy (AM-204-22) is activated for inclement weather, and essential personnel are required to work hours in excess of their normal shift hours for the day, and/or weather emergency work schedules are activated (e.g. A/B 12-hour shifts), those essential personnel who work in excess of their regular shift, shall receive a one-time fifty-dollar ($50.00) stipend for each such Inclement Weather occurrence (*i.e.*, employees shall only receive one $50 stipend for two or more inclement weather days in a row, in addition to other benefits provided herein).

F. Payroll Errors

If the City Payroll Department or the employee's department makes a mistake on an employee's pay, it shall be rectified and payment shall be made as soon as possible following verification by the City of Baltimore Payroll Department.

ARTICLE 12: DEPARTMENT OF HUMAN RESOURCES

Upon request of either party, representatives of CUB and the Department of Human Resources shall meet at mutually agreeable times to discuss and present recommendations concerning the policies or practices of the Department. Such recommendations from CUB shall be transmitted to the Director of Human Resources.

ARTICLE 13: PENSION AND RELATED BENEFITS

A. During the term of this Memorandum, the Employer agrees to submit to CUB all proposed changes, modifications and/or amendments to the Retirement System. No proposed changes, modifications and/or amendments to the Retirement System shall be submitted by the City to the City Council during the term of this Memorandum of Understanding (MOU) without prior consultation with City Union of Baltimore.

B. The employer shall provide CUB with advance notice of any material changes to the Employees' Retirement Systems.

C. Annuity Savings Certificate

Each employee who is a member of the Employees' Retirement System shall receive an Annuity Savings Certificate on a semi-annual and timely basis as of January 1 and July 1 of each year. This certificate shall include the following information: (1) total annuity accumulation; (2)

employee annuity contribution and the amount that contribution is drawing; (3) explanation of interest accrual; (4) current year service credits; and (5) probable maximum retirement allowance.

D. Employee Pension Counseling Service

CUB shall submit the names of eight (8) representatives to the Labor Commissioner within sixty (60) days of the effective date of this Memorandum. Within thirty (30) days thereafter, the Employer shall begin to train the representatives in the counseling of employees so that they may assist employees in the selection of retirement plan and/or retirement allowance options. CUB representatives selected as counselors shall be granted time with pay from their positions in the classified service while engaged in training and orientation and during the periods spent counseling prospective retirees.

E. Transfer of Pension Funds: Employee Authorization and Release

In cases where the Employees' Retirement System transfers annuity and pension funds to either the State Retirement System or Teachers' Retirement System, affected employees shall be notified for the purpose of executing an authorization and/or release for such transfer. Prior to and after the employee's annuity and pension funds have been transferred to either the State Retirement System or Teachers' Retirement System, the Employees' Retirement System shall provide each affected employee with a financial statement regarding his respective annuity and pension funds. Until this authorization and/or release are fully executed, the member shall remain in the Employees' Retirement System without loss of benefits.

F. Deferred Compensation Plan

The City shall assume the five percent (5%) administration fee for those employees who participate in the deferred compensation plan which is presently in existence or any modified or alternate plan. Prior to submitting any recommendations for changes to the deferred compensation plan to the Board of Estimates, the City will meet and consult with CUB.

G. Retirement Benefits Committee

A joint labor-management committee will be convened by November 2000, with equal representation of management and union. The purpose of the committee is to consider proposals to improve retirement benefits of the employees who are members of the Employees Retirement System. Committee recommendations will be submitted to the Labor Commissioner to be forwarded to appropriate City officials for consideration.

ARTICLE 14: HEALTH AND WELFARE

A. Article 14 and Addendum A shall be replaced by the Health and Prescription Drug Plans Agreement reached between the City and various unions, including CUB. Those

provisions which are not addressed in the Health Agreement shall remain unchanged through June 30, 2015.

B. Part-time employees covered by this Article, except employees hired before July 1, 1982, must consistently work an average of fifty percent (50%) of a regularly scheduled work week to be eligible for the benefits in A and B, above.

C. In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of his CareFirst Blue Cross Blue Shield or HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage.

D. Employees who reach age sixty-five (65) shall be covered by CareFirst Blue Cross Blue Shield 65 Plan Benefits in addition to Medicare. This coverage shall continue after the employee retires. In this respect the Employer shall continue to deduct the retiree's contribution, if any, from his pension, or in the alternative, the retiree shall assume his appropriate share of payment for such coverage.

E. The Employer shall provide all employees enrolled in a designated health insurance plan or plans with information concerning the particular program. This information shall be contained in a booklet which shall be provided and paid for by either the insurance carrier or the Employer.

F. The joint labor-management committee convened in the Department of Public Works to consider health insurance for Crossing Guards will continue.

G. Effective January 1, 1998, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or until the end of the year they cease being full-time students, whichever occurs first.

H. Effective January 1, 1999, the Employer shall remit an annual payment of six hundred fifty dollars ($650.00) (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. The employee must notify the City's Employee Benefits Division within sixty (60) days after a qualifying event occurs in order to enroll in a City Health Care Plan. If after sixty (60) days the employee has not enrolled in a City Health Care Plan, he must wait until the next open enrollment period.

ARTICLE 15: JOINT LABOR-MANAGEMENT CHILD CARE COMMITTEE

The Employer and CUB recognize that the issue of childcare is a concern of unit members. The Employer and CUB agree to retain a joint Labor-Management Child Care Committee composed of five (5) members of management and five (5) members of CUB which shall explore the child care needs of unit members and study available alternatives. The Committee shall be convened by within thirty (30) days of the notation of this Memorandum by the Board of Estimates and continue its work through for ninety (90) days. The Committee shall report its findings and recommendations to the Labor Commissioner and the President of CUB.

ARTICLE 16: DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT AND CATASTROPHIC ILLNESS BENEFITS

A. Death benefits shall be provided in the amount of $17,630 or the employee's annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees who work an average of fifty percent (50%) of a regularly scheduled work week shall be the greater amount of their annual salary or that percentage of $17,630 which corresponds to the percentage of the work year of a full-time employee which is represented by that part-time employee's regularly scheduled annual hours.

Dismemberment benefits shall be as follows:

1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half (1/2) the amount specified in A, above.

2. For a double dismemberment, the benefit will be equal to the amount specified in A, above. Double dismemberment shall be defined as:

(i) Both hands or both feet
(ii) One hand and one foot
(iii) One hand and the sight of one eye
(iv) One foot and the sight of one eye
(v) Sight of both eyes

B. In the event of accidental death, the benefit payable shall be double the amount specified in A, above.

C. The death benefit as stated in A, above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for the City or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee

within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

The claim must be filed within six (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, CUB or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation was paid under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to CUB, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by CUB, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

If the claimant should expire after it has been determined that his illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

D. An employee's coverage under this Article shall be terminated upon resignation or thirty-nine (39) days after the last day he was in pay status on the City payroll, except that employees represented by CUB shall be covered by a reduced death benefit of $5,000 if they retire from City employment. Retired persons so covered shall also be covered by the Accidental Death and Dismemberment provisions outlined herein above at the reduced rate.

E. Beneficiary

The beneficiary of these benefits will be one of the following:

(a) The beneficiary designated by the employee to receive retirement system benefits; or

(b) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

If the employee so designates a beneficiary, he shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by Employer.

F. Employees of the Police Department shall remain eligible for the benefits of the Death Relief Fund as set forth in applicable State Law during the term of this Memorandum of Understanding (MOU).

ARTICLE 17: HOURS OF WORK

A. All regular classified employees as well as all shift employees shall work a regular workday of eight (8) consecutive hours including a forty (40) minute lunch (within each twenty-four (24) hour period) totaling forty (40) hours per week, to begin at such times designated by each department as regular workdays and regular shift workdays. A work shift shall consist of eight (8) consecutive hours including a forty (40) minute minimum lunch period. In the case of the Police Department, employees may be required to work more than one shift in a twenty-four (24) hour period to accommodate routine shift rotations.

B. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours. Employees shall not be regularly required to work more than sixteen (16) consecutive hours. After twenty-four (24) hours, the Department or Agency Head must declare an emergency if the Employer wishes to consider the situation "an emergency" under this provision.

C. Work schedules showing the employee's shifts, workdays, and hours shall be posted on each department bulletin board at all times and at all locations within the department where shift work takes place.

D.

1. In those work sites in which the City has heretofore provided lunch facilities, the City will either provide adequate facilities or stagger lunch breaks where necessary to insure each employee a full forty (40) minute lunch period. With the approval of the appropriate supervisor, employees shall be allowed to leave the work premises during duty-free lunch periods. Approval will not be unreasonably denied.

2. If an employee's unpaid, duty-free lunch is interrupted because of plant operations and the employee is not given time during his shift to finish lunch, the uncompleted portion of the lunch period shall be paid at the appropriate overtime rate.

E. An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of $5.00.

F. Call Back -- Employees called in to work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid in accordance with the provision outlined in Article 18, Overtime, but in no event less than one hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed as to mean compounding of overtime. This four (4) hour minimum shall not be counted as time worked for overtime purposes.

G. When a Unit member is ordered to stand by during his off duty hours and remain available by telephone or pager for call back to duty, that Unit member shall be paid at one and one half times (1½) his regular rate of pay for all hours spent on such stand by assignment.

ARTICLE 18: OVERTIME

A. All hours worked in excess of forty (40) hours scheduled within a work week shall be considered overtime and non-exempt employees shall be compensated at the rate of one and one-half (1½) times their normal straight time rate of pay. All paid leave shall be counted as hours worked in the computation of overtime. The straight time rate shall be based upon the employee's annual salary divided by 1906.

B. After forty (40) hours of work in a work week, non-exempt employees shall have the option to receive overtime compensation as a cash payment or as compensatory leave. Effective July 1, 2005, all eligible employees in the Police Department except for employees assigned to Communications Section shall receive cash payment or compensatory time. Effective July 1, 2006 eligible employees in the Police Department's Communications Section shall receive cash payment or compensatory time. The maximum accumulation of compensatory time shall be two-hundred forty (240) hours.

C. Exempt employees shall follow the City overtime policy.

D. The overtime rate of pay for all hours worked on the seventh consecutive day worked in a regular work week shall be at the rate of two (2) times the normal straight time rate of pay.

E. Where, in the normal operation of a Department, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work shall be scheduled in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-half (1½) times his hourly rate as provided above in A, except that for all hours worked in excess of twelve (12) work days during the fourteen (14) day work period, the employee shall be paid two (2) times his hourly rate.

F. Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six (6)

month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, then the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. Each Department shall maintain an up-to-date list of overtime hours offered and worked which shall either be posted on a bulletin board and/or kept in an overtime log book for employee access.

G. Overtime work shall be voluntary except in the event of an emergency situation. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. For the purpose of this paragraph, an emergency situation is defined to mean an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action. A record shall be kept for each employee, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted towards overtime hours offered as per Article 18F.

H. Any assigned City vehicle should be returned to the City lot at the close of the work day. Any employee not allowed to leave the job site before quitting time will be paid for the period of time necessary to return the vehicle to the City lot, in accordance with the Employer's overtime policy.

I. Employees of the Police Department shall receive overtime at the rate of one and one-half (1½) times their regular rate, with a two (2) hour minimum for court appearances outside of working hours. Such employees shall also receive overtime at the rate of one and one-half (1½) times their regular rate when summoned as a witness in a departmental hearing outside of working hours.

J. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime. The Police Department may vary or rearrange work schedules of unit employees to accommodate court appearances and this shall not be considered varying or rearranging schedules to avoid the payment of overtime.

K. The Employer will make every effort to pay for overtime hours worked within two (2) pay periods following the pay period in which such overtime was worked.

ARTICLE 19: FLEXTIME

The Employer and CUB agree to cooperate in promoting the highest efficiency and productivity at the least cost to the taxpayer. In the pursuit of this objective the Employer and CUB shall establish a Joint Flextime Committee consisting of five (5) members appointed by each party for the purpose of studying the issue of flextime and composing recommendations which would lead to the implementation, where possible, of flextime rules. The Committee shall

meet on a continuous basis upon request of either party. Any Committee recommendations will be submitted to the Labor Commissioner for appropriate action.

ARTICLE 20: VACATION LEAVE

A. Vacation leave for employees covered by this Memorandum of Understanding is accrued in relationship to the length of continuous service with the Employer as follows:

1. Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service, or a total of twelve (12) days per year.

2. Employees who have six (6) but less than eleven (11) full years of completed service shall earn vacation leave of one and one-quarter (1¼) working days for each month of completed service, or a total of fifteen (15) days per year.

3. Employees who have eleven (11) but less than fourteen (14) years of completed service shall earn vacation leave of one and one-half (1½) working days for each month of completed service, or a total of eighteen (18) days per year.

4. Employees who have fourteen (14) but less than nineteen (19) years of completed service shall earn vacation leave of one and three-quarters (1¾) working days for each month of completed service, or a total of twenty-one (21) days per year.

5. Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service, or a total of twenty-four (24) days per year.

B. Vacation may be taken by employees entitled thereto subject to the approval of their supervisor. Such approval shall not be unreasonably withheld. It is understood that it is unreasonable to deny an employee's vacation request due to normal staffing shortages. Request for vacation on the prescribed agency form shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend for one (1) week or more. Except in cases of emergency, leave requests for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. Every effort shall be made to respond to vacation requests within one (1) week of the initial request. While every effort shall be made to meet the desires of employees who request their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.

C. Pay for all vacation days will be based on the employee's regular rate of pay.

D. Vacation. To clarify and implement the City's "leave reform" proposal in principle, by the addition of the following as new paragraph in Article 20 and notwithstanding the preceding terms in this Article 20:

1. VACATION ACCRUAL: Effective January 1, 2014, employees with less than 45 (forty-five) days in their "leave banks" shall be permitted to carry over up to 45 (forty-five) days of vacation leave for use or cash out. Those employees who presently have more than 45 (forty-five) days accrued shall have 45 days placed into their "leave bank" for use or cash out at the end of employment, and those days above 45 days held in a "holding account" which may be used or cashed out at the end of employment. Employees with more than 45 (forty-five) days accrued as of the effective date shall not be able to carry over any additional days into their "holding account" for use or cash out at the end of each year. When employees use vacation, it shall be taken first from the current year frontloaded vacation accrual prior to using vacation from the leave bank. If an employee has more than 45 (forty-five) days accrued as of the effective date but uses the vacation days in the holding account so that they days decrease below the 45 (forty-five) day cash out limit, the employee will not be allowed to accrue more than 45 days at any time thereafter.

2. During the term of this Agreement, and commencing at the beginning of the fiscal year, vacation leave will be front-loaded by allowing employees to use leave during the fiscal year before it is accrued. If for any reason, an employee leaves employment during the year and uses more vacation for the year than has been accrued, the employee will be required to reimburse the City for such used vacation.

E. Any holiday as defined in this Memorandum which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.

F. Employees on vacation leave on any day of early closing shall be charged the full vacation leave that they would have been charged if the early closing had not occurred.

G.

1. Vacation leave must be taken in units of no less than five (5) minute intervals.

2. In May and October of each year, employees may opt to convert up to two (2) days of accumulated vacation leave to compensatory time.

H. Vacation leave shall accrue provided that the employee is in pay status at any time during the payroll period in which his anniversary date occurs.

I. Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of lay-off due to lack of work or lack of funds and who are subsequently re-employed.

J. Employees who are re-employed, except as specified in I above, following a break in service of more than one year, shall be considered as new employees for the purpose of computing vacation allowance.

K. Whenever employees transfer from a permanent City position to another permanent City position without a break in service, they shall be entitled to retain their vacation, sick leave, personal leave and compensatory time balances.

L. Employees may, when granted leave of absence for military service, utilize their accrued vacation. If such vacation leave is not utilized, it shall be retained pending their return to City service.

M. In addition to payment for the accrued vacation of employees who die, their legal heirs shall be granted a bonus equivalent to the amount of vacation to which the employee would have been entitled for twelve (12) months of service; provided, however, that if within six (6) months immediately prior to the employee's date of death, the employee had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employees.

N. Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation (up to the maximum number of days earnable for a four (4) year period), personal leave, overtime, compensatory time (unless exempt from FLSA Provision), or bonus pay, except in the case of bona fide indebtedness to the Employer. The cut-off ticket must contain, therefore, a recording of all leave due to the employees upon their retirement or resignation.

O. All part-time employees hired after June 30, 1982, must consistently work an average of 50% (fifty percent) of a regularly scheduled work week to be eligible for vacation leave. Eligible part-time employees shall accrue vacation leave in accordance with the following schedule:

P.

1. Part-time permanent employees with less than six (6) years of completed continuous service shall earn vacation leave of one working day for each one hundred sixty (160) hours worked.

2. Part-time permanent employees with six (6) but less than eleven (11) years of continuous completed service shall earn vacation leave of one and one-quarter (1¼) working days for each one hundred sixty (160) hours worked.

3. Part-time permanent employees with eleven (11) but less than fourteen (14) years of completed continuous service shall earn vacation leave of one and one-half (1½) working days for each one hundred sixty (160) hours worked.

4. Part-time permanent employees with fourteen (14) but less than nineteen (19) years of completed continuous service shall earn vacation leave of one and three-quarters (1¾) working days for each one hundred sixty (160) hours worked.

5. Part-time permanent employees with nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

In each instance, the vacation day shall be eight (8) hours.

Q. Employees who have not previously served a probationary period shall earn vacation at the rate of one (1) day per month of completed service and shall be entitled to use their accumulation upon the completion of their probationary period of six (6) months. The probationary period shall not interfere with the employees' privilege of using sick leave or personal leave as it is accumulated; provided, however, that in the event a probationary employee's service is terminated, all earned accumulated leave referred to above shall be forfeited.

R. Employees who become ill during their vacation may request that their vacation leave be converted to sick leave provided that (1) the illness is reported at its onset and (2) medical verification is provided upon return to work. Only those vacation days upon which the employee was ill will be eligible for conversion to sick leave.

ARTICLE 21: SICK LEAVE

A. Sick leave with pay shall be received by employees who have accrued sick leave and who are required to be absent from duty because of personal sickness, injury, medical appointments, or pre- or post-natal disability.

B. Sick leave shall accrue at the rate of (1) day for each month of completed service, provided that the employee is in pay status at any time during the payroll period in which her/his anniversary date occurs. Unit members appointed to the Police Department prior to July 1, 1973, shall continue under the present sick leave accumulation policy.

C. There shall be no ceiling on accumulation of sick leave.

D. Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for such converted sick leave will be made by a separate check, including the usual deductions for taxes and social security, and shall be made to such employees no later than December 24.

E. Employees who resign or terminate employment after June 1 of a given year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year, at the time of said resignation and/or termination from City Service.

F. In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from City service.

G. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave. In the event the Employer believes that evidence of abuse exists and upon request by the employee, the Employer shall provide the employee with the reasons in writing why it is denying the sick leave.

H. Sick leave must be taken in units of at least five (5) minutes.

I. Employees shall notify their department prior to the start of the employee's work shifts on the first day of absence due to illness, and at such intervals as specified by the department for the duration of such absence. Civilian employees of the Fire Department shall not be required to report to the Police/Fire Clinic in order to take sick leave nor shall they be required to report to the Police/Fire Clinic in order to return to duty from sick leave.

J. All use of sick leave is subject to verification. Periodic examination by the Employer's physician shall be at the Employer's expense. However, a physician's statement from an employee's private physician may not be required for periods of absence less than three (3) consecutive days, unless abuse is suspected. In the event abuse is suspected, the Employer shall provide the basis for such suspicion at the time a physician's statement is required and provide such explanation, in writing, as soon thereafter as practical.

K. Sick leave with pay shall be granted for pre- or post-natal disability to an employee who is disabled to such a degree that she is unable to provide service to the Employer. The Employer and CUB recognize that this disablement will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.

An employee who is temporarily absent due to reasons described above from her position and who remains on the payroll in either an "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

L. Should a day designated herein as a holiday occur while an employee is absent on sick leave, such day shall be observed as a holiday and shall not be charged against sick leave.

M. Employees with at least two (2) years of service who are unable to return to work after all of their accrued sick leave, vacation leave, personal leave and compensatory time has been exhausted may request extended leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Human Resources. Such request must be accompanied by a medical certificate. The formula for sick leave extension will be based on the last three (3) full years, excluding current illness. No extension, however, may

exceed the number of days allowed in the basic sick leave plan; one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit shall reimburse the City for one-half (1/2) of the extended sick leave days granted. If a request is denied by the Department Head, an appeal may be made to the Department of Human Resources.

N. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for sick leave. Eligible part-time employees shall accrue sick leave at the rate of one (1) day sick leave for each one hundred sixty (160) hours.

Crossing Guards will be eligible for this prorated benefit.

O. Up to five (5) days of accumulated sick leave may be used by a Unit member in the case of illness in the Unit member's immediate family, as defined in the Family and Medical Leave Act (FMLA). Employees of the Police Department hired before July 1, 1973 and who do not accrue sick leave are eligible for this benefit. For purposes of this provision, immediate family under the FLMA shall mean child including biological, adopted, foster, step child or legal ward, or other child for whom the employee has day to day responsibilities for care and legal support who is under the age of eighteen or older if the child has a mental or physical disability, spouse, domestic partner, or parent. Should the FMLA be modified so as to change this definition of immediate family, this provision shall be considered so modified.

P. Sick leave that is requested in advance for medical appointments shall not be unreasonably denied nor counted as an occasion against that employee under the Attendance Monitoring Standards Program.

Q. The City Union of Baltimore Sick Leave Bank hereinafter referred to as "the Bank" will continue in effect. Membership in the Bank will be voluntary for all employees. All new employees who request membership will be assessed one (1) day of sick leave for deposit in the Bank.

A member of the bargaining unit may receive a grant from the Bank only after:

1. Filing an application with the Sick Bank Committee.
2. Submitting satisfactory medical evidence of the illness or injury.
3. Submitting evidence of having exhausted all accumulated leave.

The Board of Directors of the Bank shall be composed of four (4) representatives of the Union appointed by the President and four representatives of the Employer appointed by the Labor Commissioner.

New employees must join the Bank within the first thirty (30) days after completion of their probationary periods or lose their right to join until the next contribution period. Employees

entering the bargaining unit must join the Bank within the first thirty (30) days or lose their right to join until the next open enrollment period.

Employees may relinquish their membership in the Bank at any time; if they do so, however, they will lose their contributions in the Bank and will not be allowed to join again until the next contribution period.

A member will lose the right to receive grants from the Bank if his employment with Baltimore City is terminated.

All contributions will remain in force and cannot be returned even upon cancellation of membership.

All unused sick leave days in the bank at the end of the year shall be carried over to the next year.

Sick leave conversion shall not be affected by participation in the Bank unless the contribution is taken from the current year's accumulated sick leave balance.

Q.

1. Where an employee has a physician's statement permitting the employee to return to work after an extended period of absence for medical reasons (30 days or more), the normal practice shall be that the employee is put back to work. If there is a legitimate medical or business reason, the employee may be required to report for examination to the Employer's physician (Mercy Clinic).

2. In the event the Employer requires an employee to submit to such evaluation, the evaluation shall be limited in scope to the cause of the disability for purposes of determining the employee's fitness for duty. The evaluation shall not require as a condition of employment, a fitness or wellness standard as a condition of employment.

R. The Office of the Labor Commissioner will review requests for exceptions to the Attendance Standards Policy based on extenuating circumstances for employees who reach their 5th occasion and are facing suspension.

ARTICLE 22: PERSONAL LEAVE

A. Permanent employees, except employees in the Police Department, shall be entitled to four (4) personal leave days per year. All personal leave days accrued on or before July 1, 2015 will be held in a holding account which may be used while an active employee, or cashed out at the end of employment. Effective July 15, 2014, personal leave will be front-loaded at the beginning of each fiscal year and such leave shall be used anytime during the fiscal year in which the personal leave is received, or the personal leave shall be forfeited.

Part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for this benefit.

Crossing Guards are eligible for this prorated benefit.

B. Personal leave must be taken in units of at least five (5) minutes.

C. Personal leave shall not be unreasonably denied, provided the employee requests such leave with at least three (3) calendar days' notice, but four (4) calendar days if the request encompasses two (2) of the employee's regularly scheduled off days. In emergency situations, the notice requirement may be waived by the supervisor. Request for personal leave for religious holidays shall not be denied.

D. Employees will be paid for unused personal leave when separated from City service.

ARTICLE 23: HOLIDAYS

A. Leave with pay shall be granted for the following days referred to herein as holidays:

January 1	New Year's Day
3rd Mon. in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
Veterans Day	November 11
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

Unit members working at the Police Department shall continue to receive leave with pay for the following holidays:

February 12	Lincoln's Birthday
March 25	Maryland Day
September 12	Defender's Day

Effective calendar year 1999, the three holidays listed above shall be considered "floating holidays" and may be used as personal leave at any time during the calendar year. Requests for such leave must be submitted at least three work days in advance. In bona fide emergency situations, the three-day notification requirement may be waived. If these three days are not used by December 31st, they cannot be accumulated nor can they be carried over into the new year. Should the member leave during the year and the three "floating holidays" have not been used, those three days will not be included in the final compensation cash out of used leave, unless the employee is in pay status on the date of the holiday identified above would have occurred. In addition to the authorized days in this Article 23 Section A. each Unit member working at the

Police Department shall be authorized one (1) additional floating holiday of his/her choice per calendar year. These four (4) floating holidays are the equivalent of PL days for bargaining members not assigned to the Police Department.

B. All Presidential and Congressional General Elections shall be observed as holidays. Employees who are eligible and registered to vote may request and shall be granted, if necessary, up to two (2) hours with pay for the purpose of voting in other elections.

C.

1. For employees working a conventional work schedule, that is, Monday through Friday, eight hour shifts, holidays which fall on Saturday shall be observed the preceding Friday, and holidays which fall on Sunday shall be observed the following Monday.

2. If a holiday falls on the regular day off of an employee working on a schedule other than Monday through Friday, the employee shall be granted another day off within the following two (2) pay periods.

3. For employees working a non-conventional work schedule, whenever New Year's Day (January 1), July 4th, or Christmas Day (December 25), fall on an employee's scheduled Saturday or Sunday work day, the Holiday shall be observed on that day for such employees.

D. If an employee is required to work on a holiday listed above, said employee shall receive time and one-half (1½) for all hours worked, in addition to one of the following:

1. Holiday pay for the regularly scheduled number of hours in the employee's work day; or

2. A day off with pay no later than the end of the following pay period.

E. Whenever a holiday falls on a regular workday of a bi-weekly employee engaged in shift work, and the employee is required to work a second shift on that holiday, she/he shall be allowed holiday allowance plus time and one-half (1½) for all hours worked the first shift, and holiday allowance plus time and one-half (1½) for all hours worked the second shift.

F. Employees scheduled to work on a holiday who call in sick shall be charged for a sick leave on that day. Failure to notify their supervisor or his/her designee of illness will result in the loss of pay for that day.

G. To be eligible for holiday pay, employees must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

H. When a shift employee's scheduled day off falls on a legal holiday, the employee shall be granted in lieu of the holiday, a day off within the same pay period or no later than the following pay period, by properly notifying management or be paid overtime for said holiday.

I. Police Department Employees

1. Whenever unit members working at the Police Department are required to work on a day designated as a holiday, or if the holiday coincides with a regularly scheduled day off, the Employer shall provide a day in lieu thereof within forty-five (45) days of such holiday. This may be forty-five (45) days prior to or subsequent to the holiday involved. Requests for these days shall follow the same procedure as GO 12-90.

2. Effective July 1, 1989, employees assigned to work on the following shall receive one and one-half (1½) pay for all hours worked on:

January 1	New Year's Day
3rd Mon. in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

J. School Calendar Holidays

1. Unit I employees employed by City agencies whose holiday schedule coincides with the Baltimore City Public Schools, shall enjoy the following paid holidays in lieu of the present holidays of Lincoln's Birthday and Columbus Day:

(a) Day after Thanksgiving
(b) Additional day during Christmas recess
(c) Two (2) days during spring vacation

ARTICLE 24: OTHER LEAVE

A. Job Injury Leave

An employee sustaining an occupational injury or accident which is not the result of his negligence shall receive sixty-six and two-thirds (66 and 2/3) of the employee's average weekly wags not to exceed the State of Maryland's Average Weekly Wage (AWW) limit tax-free and shall not be required to use any sick leave, vacation or personal leave if, upon medical examination and certification by the Employer's physician, it is determined that the injury and/or accident disables the employee. Under this circumstance, the affected employee shall be examined periodically by the Employer's physician to determine the progress and length of time necessary for recovery.

B. Other Leave

Administrative leave with pay shall be granted to all officers, stewards, and members for CUB Conferences in the amount of one hundred seventy-five (175) staff-days each year, with a maximum of twelve (12) days for any elected officer and five (5) days for any other employee.

Conferences or meetings sponsored by the City in which the Union is asked to participate shall not be charged to this leave.

C. Bereavement Leave

Four (4) consecutive working days' leave with pay shall be granted upon request in the event of a death in an employee's immediate family. Immediate family shall be considered as: father, mother, sister, brother, spouse, domestic partner, children (including pre-term deliveries), mother-in-law, father-in-law, grandparents, step and half-blooded relatives and grandchildren. The four (4) days shall commence at the option of the employee on the date of death or the day following the date of death or in conjunction with a memorial or funeral service. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall be considered to have been a member of the immediate family.

One (1) days' leave of absence will be authorized for the death of the employee's, aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or in conjunction with a memorial or funeral service.

Employees who require additional time off beyond these four (4) days may request and shall be granted additional reasonable time off charged to vacation or personal or compensatory time.

D. Civil Defense Leave

Employees who are accredited volunteers of a Civil Defense Organization may be granted permission by the head of the department, bureau or other municipal agency in which they are employed, to participate in Civil Defense pre-emergency training programs and test exercises during working hours without loss of pay or vacation, subject to the following conditions:

1. Requests for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.

2. The total amount of time for which permission may be granted to employees for the purpose outlined shall not exceed forty (40) hours in any calendar year.

E. Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air Force or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law in the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any member of the organized militia or Army, Navy, Air or Marine Reserve is ordered to active duty in the event of an emergency, he shall be entitled to a leave of absence without loss of pay, (i.e., such employee shall receive gap pay if necessary in order to ensure that the employee receives no less than his regular City salary for the time he is on such duty) time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

F. Civil Leave

Employees who are required to perform jury service in any court (City, Federal or County) or who are required by subpoena to appear in court shall be paid their salary. Employees shall also notify their appropriate supervisor at the time they first receive notice that they may be called to serve as jurors or subpoenaed, and provide their supervisor with a copy of the subpoena or summons. Once released from the subpoena or summons, the employee shall report for work for the remainder of the working day.

G. Paid CUB Representative

CUB shall submit to the Labor Commissioner the names and agencies of four employees who shall perform Union duties on a full-time basis. Once approved, the four employees shall be compensated by their respective agencies at their regular rate of pay.

H. President's Leave

The President of CUB shall be granted leave with pay for the term of his/her office. Upon the expiration of his/her term, the President shall be restored to his/her former City position with full seniority and all his/her other employee rights and benefits. While on this leave with pay, the President shall continue to be covered for all the health and welfare and pension benefits by the City.

I. Leave Without Pay

1. Upon application in writing, employees may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability.

Extension of leaves of this nature shall be mutually agreed upon by the Employer and CUB.

2. Any employee elected or appointed as Officer or Steward of CUB shall, upon application, be granted leave of absence without pay for the term of the election or appointment of their office or any extension thereof. While on this leave of absence, CUB Officers or Stewards shall continue to be covered for all the health and welfare and pension benefits by the City, for which CUB shall reimburse the City. Upon expiration of the term of the election or appointment, an employee on said leave shall be restored to his former City position with full seniority and all other employee rights and benefits. If the former position has been abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process, provided the employee qualifies for the position.

J. Education Leave -- After completing one (1) year of continuous service, any employee, upon request and upon the approval of the appointing Officer and the Department of Human Resources, shall be granted a leave of absence without pay for education purposes. The period of the leave of absence shall not exceed nine (9) months, but may be extended or renewed

upon the request of the employee and with the concurrence of the appointing Officer and the Department of Human Resources.

Leaves of absence for educational purposes shall not be granted more than once every three (3) years. The Employer and CUB agree to cooperate in the development of job training, upgrading, apprenticeship and career ladder programs.

K. Parental Leave -- Employees may request any portion of vacation, personal, or compensatory time for the purpose of child rearing as outlined in the respective Leave Articles. In addition, employees may request a leave of absence without pay as set forth below for the purpose of child rearing or adoption.

(a) For an employee whose total leave of absence without pay is ten (10) calendar weeks or less, the employee shall be entitled to return to her/his former position. If the former position is abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process provided the employee qualifies for the position.

(b) For an employee whose total leave of absence without pay is more than 30 days, the employee shall be entitled to invoke Civil Service rules regarding return to work or placement on the reemployment list.

Prior creditable City service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority but shall not continue to accrue any leave or seniority while on such leave of absence.

In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day for each day of leave of absence, except for any employee who is on leave of absence without pay for military service.

L. Weather Emergency Leave

In the event of severe weather conditions, an employee may request and shall be granted, at the discretion of the department or agency head, the use of personal, vacation or compensatory leave.

Bureau of Recreation supervisory and operating personnel working within a public school building shall be assigned to other Recreation Centers in accordance with Bureau of Recreation policy, in the event the school building is closed due to severe weather conditions.

If, in accordance with the City inclement weather policy, a delayed opening of City facilities is announced, authorized employees shall be entitled to use accumulated personal leave, vacation or compensatory time in order to arrive at work safely. All employees shall be notified as to whether they are essential or non-essential, in accordance with City policy. The City shall

provide the Union with a list of CUB represented essential employees including their names, classifications and work locations.

M. Family Leave

Employees may request any combination of vacation, personal leave, compensatory leave or approved unpaid leave to be used for the birth or adoption of a child or for the care of a dependent, in accordance with the rules and regulations set forth in the Administrative Manual.

N. Matrimony Leave

Employees shall be granted an unpaid leave of absence not to exceed ten (10) working days for the purpose of marriage. Said matrimony leave may be with pay at the option of the employee by using vacation leave, personal leave or compensatory time.

O. Graduation Leave

Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:

1. A one (1) day leave of absence with pay to attend his own graduation.

2. A one (1) day leave of absence with pay to attend the graduation exercise of a spouse or child so long as the graduation exercises are to take place during the employee's scheduled working hours.

3. If approved, all other graduation leave shall be without pay; provided that such leave may be charged to personal or vacation leave with pay if the employee so elects.

ARTICLE 25: SENIORITY

A. The Employer and CUB recognize the principle of seniority as a factor in promotion, lay-off, reemployment, transfer and other conditions of employment; and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provisions of applicable law.

B. In determining seniority as a factor for promotion or transfer, the length of service in the particular division shall be considered rather than length of service in the bureau or department.

C. It is the intention of the parties that if the Employer is compelled to lay-off permanent employees on a departmental, bureau or division basis, the sole criterion of inverse order of their original appointments to City service based on continuous years of employment shall be followed to the extent allowed by applicable law; provided, however, that nothing in this Paragraph C shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law.

The Department of Human Resources shall maintain in accordance with its rules and regulations and by appropriate classifications, reemployment lists containing the names of employees laid off in accordance with the above provision.

Within the capability of the computer system, vacancy lists will be made available to CUB showing CUB positions. Lists shall be available every two (2) months or as soon thereafter as possible. Agency organizational lists, upon development, will also be made available to CUB.

D. Before an employee's effective lay-off is scheduled, he shall be entitled to convert to cash payment accumulated vacation or personal leave. In either event, sick leave for the then current sick leave year shall be converted to cash payment on a four (4) to one (1) basis as herein provided at the time of employment termination.

ARTICLE 26: OUT-OF-TITLE WORK

In accordance with the rules and regulations set forth in the Administrative Manual, except as modified herein, whenever an employee is assigned to perform the duties and responsibilities of a higher classification, he shall be paid the higher rate for such services from the first working day.

ARTICLE 27: PERFORMANCE RATING

The Employer agrees to submit to CUB for its input, if any, any proposed changes in the Performance Evaluation System one (1) month prior to submission to the Department of Human Resources.

ARTICLE 28: EXAMINATION OF EMPLOYEE'S PERSONNEL FILE

Official employee files shall be maintained in accordance with the following procedure:

A. There shall be only one (1) official personnel file for any employee. This file shall be kept in the personnel office of the appropriate agency.

B. By appointment with the appropriate authorized person, the employee, his CUB representative or other authorized representative, with his identification, shall be permitted to examine the employee's personnel file. The employee shall indicate in writing, to be placed in his file, that he has examined said file.

C. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he has examined said file and the reason for said examination.

D. Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performance, or contribution of an academic, professional, or civic nature.

E. Confidential inquiries and replies or any such material received from outside sources which are included in the employee's file shall be expunged from said file upon the completion of the employee's probationary period of employment.

F. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. Any employee will not be required to affix his signature on any material that is to be inserted in the file subject to the provisions herein below discussed.

G. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

H. Disciplinary actions that are not contained within the employee's personnel file at the time the employee, his CUB representative or other authorized representative inspects such file or which are not presented by management by the close of the step 3 meeting, shall be excluded from evidence in any grievance or arbitration case involving such employee unless such document is dated and issued to the employee after such inspection.

ARTICLE 29: UNIFORM AND CLOTHING

The Employer shall continue to provide work uniforms in those areas in which it currently provides such uniforms. The Employer shall provide safety equipment to employees as is required by the appropriate occupational safety agency. Safety items must be worn at all times when they are required by the agencies.

ARTICLE 30: TRANSPORTATION EXPENSE

A. Travel Allowance

The Employer shall provide employees with a travel allowance in accordance with the business standard mileage rate as prescribed by the Internal Revenue Service (IRS). Employees shall also be reimbursed for the use of any parking facility expenditure they incur as part of their work assignment as authorized by the Employer.

B. Portal-to-Portal Pay

Reimbursement for additional transportation expense of ten (10) cents shall be provided to employees who are required to travel from the City to the county where the Employer's place of business may be located; affected employees shall be given another ten (10) cents for return to the City. However, for employees of the Back River Waste Water Treatment Plant living either

within or outside the City limits and traveling to and from the plant located in Baltimore County, a portal-to-portal travel expense of twenty (20) cents per day shall be paid.

ARTICLE 31: PROMOTIONAL, EMPLOYMENT OPPORTUNITY, AND JOB TRANSFER LISTS

A.

1. CUB shall receive notice prior to the expiration of Department of Human Resources' lists at the time such notice is sent to department heads.

2. All job announcements shall designate whether the job announced is competitive or non-competitive and such designation shall not be changed.

B. Examination and recruitment lists shall be publicly and conspicuously posted at the offices of the Department of Human Resources and at conspicuous locations in all other City buildings.

ARTICLE 32: LEAVE FOR DEPARTMENT OF HUMAN RESOURCES EXAMINATIONS

A. An employee shall be granted, upon request, administrative leave for the time necessary to take any departmental promotional Department of Human Resources exam for which he is eligible.

B. A shift employee wishing to take an examination that is administered by the Department of Human Resources, shall, in filing an application for such an examination, clearly state therein his present work schedule. The Department of Human Resources shall thereupon schedule the examination at a time which does not interfere with the employee's assigned shift and, in any event, the affected employee shall not be required to work within the sixteen (16) hour period immediately preceding the time set for the examination.

C. In any case where an employee is required to work overtime or in an emergency capacity on the day immediately preceding an examination or in any case where an employee is required to work during the sixteen (16) hour period immediately preceding the examination, then, and in that event, the Department of Human Resources shall reschedule said examination for a subsequent time and date which does not conflict with the provisions stated above.

ARTICLE 33: SAFETY AND HEALTH

A. The Employer has provided CUB with a current list of each Safety Officer in each Agency.

Each Safety Officer shall conduct a semi-annual inspection of each building within his scope of responsibility and submit a report to the Director of Risk Management with a copy to CUB. The

semi-annual inspection report shall be jointly developed by the Director of Risk Management (or designee) and the respective Safety Officer(s) in each Agency.

B. The Employer and CUB shall cooperate in the enforcement of safety rules. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and shall be processed pursuant to the Grievance Procedure.

C. The Employer shall, where applicable, provide its employees with adequate safety equipment.

The Employer and CUB shall establish, where appropriate, joint Committees to review safety standards, accident-related causes and safe place-to-work grievances. The Employer shall establish first-aid stations at work areas designated by the Director of Safety. Moreover, the Employer shall cooperate with the Red Cross to provide First Aid training courses to all interested employees at areas designated by the Director of Safety.

D. The Employer agrees to provide dispatchers with orientation and training in radio procedures.

E. Video Display Terminal (VDT) Safety Rules

1. The Employer and the Union recognize that the use of technologically advanced office equipment can increase the productivity and efficiency of City operations. To address issues of health and safety concerns which may be created by the use of video display terminals (VDTs), the Employer agrees to provide the following for all employees whose primary job responsibility is to work on VDTs for six (6) or more hours per day:

(a) Annual eye examinations to be provided by the Office of Occupational Medicine and Safety.

(b) After one (1) hour of continuous work on a VDT an employee shall be entitled to a rest break or rotation to other work activities not using a VDT, for a period of fifteen (15) minutes.

2. To address other health and safety concerns associated with prolonged exposure to VDTs, a joint Committee of five (5) Union and five (5) Employer representatives shall continue to meet at the request of either party.

ARTICLE 34: EMPLOYEE ASSISTANCE SERVICES

The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems.

This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program by telephone or personal visit. Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Program shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Counselor.

ARTICLE 35: TUITION REIMBURSEMENT

The Employer shall establish a Tuition Reimbursement Program to be administered by the Department of Human Resources. Upon approval by the Department of Human Resources, employees shall be granted benefits under this Section and shall be reimbursed, providing the employee meets all qualifications as listed in the Administrative Manual, for up to 50% of the tuition cost of a maximum of ten (10) credits per semester, consisting of not more than four (4) courses, for job-related courses or those leading to a job-related degree. Affected employees shall be further reimbursed for laboratory and administrative fees not to exceed sixty dollars $60.00 per semester.

All personnel requiring a special license to maintain a position shall be reimbursed for renewal fees, other than motor vehicle operating licenses, by the Employer.

ARTICLE 36: TRAINING AND DEVELOPMENT

The City presented a training and development program for FY 2013. The Employer shall conduct an in-service training program which shall be administered by the Department of Human Resources. This program shall include substantive training in policies and procedures which are relevant and important for employees and unit supervisors as determined by the City. Examples of training include sexual and other workplace harassment, workplace violence, compliance with employment laws (FMLA, ADA, Title VII, etc.), substance abuse, etc. The Department of Human Resources shall modify the training from year to year to see that employees get a broader range of training and development.

ARTICLE 37: JOB SECURITY

A. In cases of layoff or job elimination, it is the intent of the parties to (1) identify positions where layoff or job abolishment is imminent and/or foreseeable/anticipated (*e.g.*, water meter section, etc.); and (2) to include planning for employee reassignment, re-training, and placement in other City employment opportunities where possible.

B. In the case of planned layoffs or reductions in force, especially where there is going to be an elimination of a group or unit of employees, the City shall make its best efforts to identify positions which are open and/or for which the laid off employees may be qualified and/or trained to perform. Human Resources from the Agency shall then meet with employees who will be affected by a layoff and provide any job options available and assist employee in

finding a suitable position in another section with the member's Department. In cases of layoff, the Agency shall notify the Department of Human Resources of the employee(s) involved. Employees shall be required to advise the Department of Human Resources of any change of address or telephone number so that the employee may be contacted in case of job openings. Where appropriate, the Department of Human Resources shall do a skill assessment of affected employees and recommend re-training.

C. The parties agree that the process to be followed shall differ depending upon whether the amount of notice of the layoff is short or foreseeable well in advance.

D. At least thirty (30) days prior to the effective date of any layoff, the Labor Commissioner shall provide written notice to the Union. The notice shall include the number of positions affected, by division and classification, and a list of all CUB classified positions the Employer is then actively seeking to fill through job posting or other means. Within two (2) weeks of the issuance of the notice to the Union, the Employer shall meet and confer with the Union to discuss the planned layoff and consider alternative proposals.

ARTICLE 38: VISITATION

A. An officer or accredited representative of CUB shall, upon reasonable request by CUB, be admitted to the property of the Employer during working hours and shall be granted reasonable time for the purpose of discussing or assisting in the adjustment of grievances under Article 8 of this Agreement. Each CUB representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a designated CUB representative shall be allowed to:

1. Post official CUB notices.

2. Transmit communications authorized by CUB or its officers to the Employer or his representative.

B. If any Steward or CUB official charges harassment in the performance of his duties as a representative, the matter shall be resolved between the Labor Commissioner's Office and CUB immediately.

ARTICLE 39: BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space (e.g., lobby, break-room, etc.) labeled with CUB's name where notice of official CUB matters may be posted by CUB.

ARTICLE 40: NO STRIKE OR LOCKOUT

A. CUB and its members, individually or collectively, agree that there shall be no strikes, slow-ups, stoppage of work and the City agrees that there shall be no lockout.

B. In the event of an unauthorized strike, slow-up or stoppage, the Employer agrees that there shall be no liability on the part of CUB; provided CUB promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that CUB notifies the Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

ARTICLE 41: SUBCONTRACTING

A. During the term of this Agreement, except in cases of emergency, when the Employer is contemplating contracting out work that is normally performed by unit employees, the Employer agrees to give notice as far in advance as practical, where possible at least sixty (60) days, to discuss with CUB, prior to actual implementation, any plan to contract work ordinarily assigned to or performed by CUB-represented employees which would result in a layoff or demotion. The Employer agrees to discuss the impact of such contract, all offered alternatives to contracting out this work or laying off employee, including without limitation, whether the work can be performed with unit employees in a manner which is as cost effective as an outside contract, employment of unit employees in the same or similar classification doing similar work, or in other classifications for which they are qualified.

B. The parties agree that concerns relating to subcontracting are appropriate topics for the departmental labor-management committees.

C. Except in cases of emergency, and from time to time on a temporary basis not to exceed 3 months to address legitimate temporary needs, the Employer shall not allow members of other Baltimore City Bargaining Units, (FOP, IAFF, and AFSCME or Community Aides and Seasonal Maintenance Aides) to perform work which is normally performed by bargaining unit employees at the particular location.

ARTICLE 42: TECHNOLOGICAL CHANGES

The Employer and CUB recognize that advances in technology lead to changes in the work environment. The Employer and CUB also recognize that the retention of experienced employees is essential to efficient City operations.
The Employer and CUB will cooperate in providing transitional assistance to those employees affected by technological changes. The Employer shall make every effort to find a position for which the affected employee is qualified within City employment.

ARTICLE 43: LABOR-MANAGEMENT MEETINGS

The Employer and CUB agree to the establishment of Labor-Management meetings to discuss concerns of both parties and to foster improved communication between the Employer and members of the bargaining unit. The parties shall meet at least once a month, unless both parties agree to waive the meeting. The parties may agree to meet in the interim between regularly scheduled meetings. Labor-Management meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the collective bargaining agreement, nor shall grievances or appeals be discussed at these meetings. Labor-Management Committees shall be composed of no more than five (5) Union representatives and five (5) management representatives. The Union representatives shall be granted paid release time to attend Labor-Management meetings.

At least five (5) working days prior to the agreed meeting date, each party shall provide the other with an agenda. This requirement may be waived by mutual agreement.

ARTICLE 44: LATENESS

The Employer and CUB recognize the issue of lateness as a concern of both management and employees. The Employer and CUB agree to establish a joint labor-management committee consisting of no more than seven (7) Union representatives and no more than seven (7) management representatives appointed by each party for the purpose of examining the lateness problem and developing a lateness policy. This Committee shall convene its first meeting no later than November, 2000 and submit its final report to the Labor Commissioner and the President of CUB no later than December, 2001.

ARTICLE 45: PRINTING OF THE MEMORANDUM

The Employer and CUB agree to share the cost of printing of the Memorandum of Understanding on a prorated basis, each paying for the number of copies it orders. The printing shall be done by CUB.

ARTICLE 46: MISCELLANEOUS PROVISIONS

A. The City shall print and furnish to employees a Department of Human Resources handbook with highlights from Civil Service Rules giving the rights and benefits of employees.

B. The Employer will amend written work rules and policies and take such other action as may be necessary to give full force and effect to the provisions of the Memorandum of Understanding. If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Any substitute action shall be subject to appropriate consultation with the Union.

ARTICLE 47: TERMINATION, MODIFICATION OR AMENDMENT

A. This Memorandum of Understanding shall become effective on July 1, 2013 and remain in full force and effect until June 30, 2017 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by certified mail no later than January 1 of the year involved.

B. This Memorandum of Understanding may be reopened by either party hereto for the sole purpose of studying the reports of the joint labor-management committees provided for in this Memorandum, in order to negotiate and/or prepare recommended amendments to the appropriate Ordinances as may be mutually agreed to by both parties.

C. In the event that the parties are unable to reach agreement on a successor MOU as of the time the existing MOU expires (i.e. June 30, 2013), the terms of the existing agreement shall continue until an agreement is reached or until such time as the impasse and/or fact-finding process set forth in the City's Code, Article 12, §5-5 through §5-7 is completed; provided, however, that the City shall continue to be able to exercise any management rights which it has under this MOU.

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This Memorandum of Understanding is signed on the 11 day of June, 2015, in Baltimore, Maryland.

MAYOR AND CITY COUNCIL OF BALTIMORE:

Deborah F. Moore-Carter Deborah F. Moore-Carter	Beverly Woolford
Yvonne Carter	Tanisha Bomani
Felicia Knight-Davis Felicia Knight-Davis	Lisa Allen

CITY UNION OF BALTIMORE:

Yvonne Rice Yvonne Rice	Thaddeus Goode Thaddeus Goode
James Anthony	Ruth L. Pajouhandeh Ruth L. Pajouhandeh
William H. Corbin	
Maxine J. Holmes	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

on behalf of

Nicheas Sotolow II GG

Gary Gilkey
Chief Solicitor

NOTED BY THE BOARD OF ESTIMATES:

Bernice S. Taylor 6/17/15

Clerk Date

Page 48 of the Memorandum of Understanding (FY 2014-2016) by and between the City of Baltimore and the City Union of Baltimore.

ADDENDUM A:

HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

As a result of negotiations between the City of Baltimore and the Unions which represent employees in the City including CUB, AFSCME, FOP, MAPS[1] and the Fire Unions,[2] the parties have reached agreement on the following terms related to the health and prescription drug plans for active employees for FY 2013 and, with respect to certain related matters, beyond FY 2013:

1. For the period July 1, 2012 through December 31, 2012, the health plans and prescription drug plan, which have been in effect during FY 2012, shall remain in effect unchanged. Employees shall continue to pay $7.00 per pay period which they were paying in FY 2012 and such payment shall cease as of December 31, 2012.

2. Effective January 1, 2013, the City shall continue to offer the same health plans including certain HMOs, the Blue Cross PPN, United Health Care PPO/POS and Aetna PPO.

3. Employees electing an HMO: The benefits provided under any of the HMOs shall remain as they were in FY 2012 (*e.g.*, office visit charges, etc.). Employees who elect an HMO shall pay 10% of the monthly premium for such coverage and the City shall pay 90%. Employees shall also pay 20% of the prescription drug premium.

4. Employees who elect a Preferred Provider Network ("PPN") or Point of Service Plan ("POS"), shall have the option of choosing one of two levels of benefits from among those health insurance providers:

   a. Standard Plan: Employees who elect the Standard Plan shall receive the benefits set forth on the attached Standard Plan schedule of benefits (Attachment A). The benefits shall be the same for all employees enrolled in the Standard Plan (and their enrolled dependents); provided, however, there shall be two tiers of out of pocket maximums under the Standard Plan based upon salary. The "out of pocket maximum" under a Standard Plan is the maximum amount that an enrolled employee (and their enrolled dependents) must pay to contribute to the actual cost of services and benefits provided during a calendar year; provided, however, that the Office Visit fees shall be separate and shall continue to apply after the out of pocket maximum is met.[3] The out of pocket maximum is in addition to the first dollar deductible, which also shall be charged to enrolled employees (and their enrolled dependents) for the cost of services and benefits provided during a plan year. The two tiers of out of pocket maximum, based on the employee's total annual salary as of July 1, 2012 through December 31, 2015, shall be as follows:

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[1] The City's obligation to MAPS is to "meet and confer," but MAPS was invited to participate in the discussions regarding the new health plan structure.

[2] The Fire Unions each reached agreement on a new MOU for FY 2013 earlier in the year, with an understanding that they would be bound to the extent represented in their MOUs by the health plans agreed to by certain other Unions and that the Fire Unions' terms would not be less favorable than the other Unions. The Fire Unions participated in the discussions resulting in this Agreement, but not as a formal party to the negotiations.

[3] There shall be one out of pocket maximum for both medical and mental health expenses

	OOP Max.
Employees with a salary below $45,000	$1,000/$2,000
Employees with a salary $45,000 or more	$1500/$3,000

These differences in out of pocket maximum are reflected on Attachment A.

b. High Option Plan: Employees who elect the High Option Plan shall continue to receive benefits that are the same as the benefits which are presently being provided (*i.e.*, the calendar year 2012 benefits) under the Blue Cross PPN, United Health Care PPO/POS and Aetna PPOs (Attachment B). Employees who elect the High Option Plan shall pay the difference between 80% of the Standard Plan premium for the calendar year for the same plan (*i.e.*, the Employer's contribution to the Standard Plan) and the premium charged by the provider or the City for the same calendar year for the same provider's High Option Plan.

5. For the standard PPN and POS plans, the prescription drug benefit shall be as it appears on Attachment A (*e.g.*, $5, $30, and $50 for generic, preferred brand and non-preferred, respectively) with a $50 per year per person deductible. For the High Option PPN and POS plans, the prescription drug benefit shall be without a deductible, and copays shall remain as they were for the City prescription drug plan in calendar 2012.

6. Beginning with calendar year 2013, the City shall annually provide a rate schedule for each of the offered health insurance plans containing separate pricing for medical coverage, prescription drug coverage, and medical and prescription drug combined. For calendar year 2013, the bi-weekly employer/employee split in premium rates (medical and prescription) for the offered plans are set forth on Attachment C. A schedule similar to that for calendar 2013 shall be distributed to participating employees for each subsequent calendar year.

7. Each calendar year, new rates shall be calculated for the various health insurance plans and the prescription drug plan, on a plan to plan basis. Participating employees shall pay 20% of the premium for the prescription drug plan, and 10% of the premium for the HMOs. For calendar year 2013, the premiums for the standard PPN and POS plans are set forth in Attachment B. For subsequent plan years, *i.e.*, calendar years 2014 and 2015, employees participating in a standard PPN or POS plan shall pay 20% of the year over year premium increase for that plan. For calendar year 2013, and for subsequent plan years, *i.e.*, calendar years 2014 and 2015, the High Option Plan premium shall be computed using the same method as in ¶ 4.b, above (employees shall pay the difference between 80% of the Standard Plan (the Employer's contribution and the full premium for the High Option Plan).

8. The City shall keep the structure of the Standard Plans (*e.g.*, the $250 deductible, office visit charges, 10% co-pay, out-of pocket maximums, etc.) and High Option Plans the same for calendar years 2013, 2014 and 2015.

9. The City shall re-establish the City/Unions Health Insurance Committee (the "HIC"), with equal Union and management representation, no later than November 1, 2012. As the HIC, the City and the Unions will, no less frequently than one time each calendar quarter,

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meet to discuss cost containment, efficiencies, wellness and other relevant issues and to review data for each plan and all other pertinent information as raised or requested by the Unions or the City. One of the aforementioned quarterly meetings shall be used to discuss each health insurance providers' annual report as set forth in ¶ 10. a below. The HIC shall include representatives appointed by each employee organization designated as an exclusive representative under the Municipal Employee Relations Ordinance, one representative from the Managerial and Professional Society of Baltimore, Inc., and at least one management representative from the Office of the Labor Commissioner, City Human Resources, City Benefits, City Finance and the Mayoral Administration. As they choose, the parties' representatives may designate professional consultants to attend meetings of the HIC. Should the Unions choose to have a consultant participate in these meetings, they shall choose a joint consultant.

10. Annual Provider Report and Meeting with Unions: No later than June 15, each year, each health insurance plan provider engaged by the City shall provide the City with an "Annual Provider Report" which shall include data relating to enrollment, claims, administrative costs, usage trends, and other relevant information about the plan. The Annual Provider Report shall also provide the premium rates which are being proposed for the next plan/calendar year with data supporting those rates. The Annual Provider Report for each plan shall be provided to the Unions. The HIC shall meet to discuss this information including any proposed premium increases. It is expected that the Annual Provider Reports shall be provided and this meeting shall be held in the May or June preceding the next calendar/plan year. If requested, the City shall arrange for its Health Plans consultant to confer with the similar consultant designated by the Unions, and the two consultants may be required to attend the meeting(s) of the City and the Unions concerning the Annual Provider Reports.

11. Audit process: The City shall audit its medical providers and/or administrators to ensure reasonable accuracy in billings, claims paid and costs incurred, and to ensure that each individual covered by the City's benefits is eligible for such coverage (*e.g.*, has not exceeded the age limit, is an eligible spouse, family member, etc.). The City shall disclose its audit practices to the Unions, and the Unions may request and be provided with the results of such audit reports, and such when audit reports are received, it shall forward copies of the reports to the Unions through the HIC.

12. Requests for Proposals: As appropriate and consistent with the City's Charter, the City shall have the right to issue Requests for Proposals (RFPs) for each plan year beginning with calendar year 2014 through which the City may solicit proposals from existing and other interested health insurance providers. The terms of the RFPs shall be consistent the plan structures referred to in ¶ 8 of this Summary of Agreement. The City shall advise the Unions of its intention to issue RFPs at least thirty (30) days before they are released. Should the City decide that it wishes to add or eliminate a particular health insurance provider following the issuance of an RFP, the City shall advise the Unions and provide the reasons why it desires to make a proposed provider change (*e.g.*, because of premium increases, service to participants, lack of participation in a given plan, efficiency through consolidation, etc.) at least 30 days before such proposed action is presented to the Board of Estimates. The Unions shall have a meaningful opportunity to discuss any such proposed changes within the Health Insurance

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MANAGERIAL AND PROFESSIONAL SOCIETY OF BALTIMORE, INC. ("MAPS")

BY: _____

DATE: 10/19/12

IAFF, LOCAL 734

BY: _____

DATE: 10/25/12

IAFF LOCAL 964

BY: _____

DATE: 10/17/12

APPROVED BY THE BOARD

Date NOV 0 7 2012

APPROVED BY THE BOARD

November 2nd 2012

Assistant City Solicitor

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ATTACHMENT A
City of Baltimore – 2013 Plan Designs

	Standard Plan Design	
	In-Network	Out-of-Network
Dependent Age	To Age 26	To Age 26
Annual Deductible		
Single	$250	$500
Family	$500	$1,000
Does the deductible count towards the OOP maximum?	N	N
Annual Out of Pocket Maximum[1]		
Single	<$45,000 $1,000 >$45,000 $1,500	<$45,000 $2,000 >$45,000 $3,000
Family	<$45,000 $2,000 >$45,000 $3,000	<$45,000 $4,000 >$45,000 $6,000
Network Sharing Does the deductible and the OOP cross apply to In-Network and Out-of-Network (Y or N)?	Y	Y
Annual Out of Pocket Maximum (Mental Health & Sub Abuse) (see Footnote 1)		
Single	<$45,000 $1,000 >$45,000 $1,500	<$45,000 $2,000 >$45,000 $3,000
Family	<$45,000 $2,000 >$45,000 $3,000	<$45,000 $4,000 >$45,000 $6,000
Inpatient Hospital	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
Transplants	90%	70% (OON Limit $30,000 per transplant)

[1] The Annual Out-of-Pocket Maximum for both Medical and Mental Health Substance Abuse expenses are one and the same, and Participants only have to meet one (1) annual Out-of-Pocket maximum.

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ATTACHMENT A
City of Baltimore – 2013 Plan Designs

	Standard Plan Design	
	In Network	Out of Network
Inpatient Hospital Mental Health	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
Inpatient Hospital Substance Abuse	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
Skilled Nursing/Extended Care Facility (coordinates w/ Medicare)	90% (60 days per year combined)	70% (60 days per year combined)
Outpatient Hospital	24 hour nurse line	24 hour nurse line
Emergency room for medical emergency	90%	90%
Emergency room for accidental injury (within 72 hours)	90%	90%
Outpatient Surgery	90%	70%
Outpatient Laboratory	90%	70%
Outpatient Radiology	90%	70%
Physician Services	90%	70%
Inpatient Surgery	90%	70%
Outpatient Surgery	90%	70%
Maternity	100%, after copay*	70%
Routine Primary Care Office Visits-Adults	100%	100%
Routine Primary Care Office Visits-Well Child Care	100%	100%
Other Primary Care Visits (sickness)	$25 copay	70%
Specialist Office Visits	$40 copay	70%
Inpatient Visits	90%	70%
Outpatient Mental Health Visits	$25 copay**	70%
Outpatient Radiology (doctor's office or independent facility)	90%	70%
Outpatient Laboratory (doctor's office or	90%	70%

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ATTACHMENT A
City of Baltimore – 2013 Plan Designs

	Standard Plan Design	
	In Network	Out of Network
independent facility)		
Allergy or hormone injections by nurse in physician's office	90%	70%
Immunization (Childhood)	Covered at 100%	Covered at 100%
Routine Immunizations	Covered at 100%	Covered at 100%
Home Health Care	90%	70%
Durable Medical Expenses	90%	70%
Chiropractic Treatment (12 visits/manips per yr)	$25 copay	70%
Eye Wear	Not covered	Not covered
Hearing Aids	90% up to $5,000 limit per hearing aid every 36 mos***	70% up to $5,000 limit per hearing aid every 36 mos***
Optometry Exams	$25 copay	70%
Hearing Exams	90%	70%
Prescription Drug	Prior authorization required for certain specialty drugs	
Deductible	$50 per person	
Retail	$5 for Generics $30 for Formulary Brand $50 for Brand & Specialty	
Mail Order (90 days supply)	$10 for Generics $60 for Formulary Brand $100 for Brand & Specialty	
Annual Rx OOP limit	None	

*Pre- and Post-natal care - For services provided in the Physician's office, a Specialist copayment will only apply to the initial office visit to determine pregnancy, then services will be covered in full.

** Due to Federal Mental Health Parity, MH/SA office visit copay must match the Primary Physician copay

***Per Legal and Compliance, because of recent ADA amendments, our Hearing Aid Limit is $5,000

Note: We will also be required to include the State mandates such as IVF; Medical Foods; Surgical Morbid Obesity etc.

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ADDENDUM B
Salary Schedule
City Union of Baltimore

FY 2014 (Effective 7/1/13)

Grade	Hiring Level Step 1	Full Performance Step 2	Experienced Level Step 3	Senior Level Step 4	Longevity L1-5
050	$23,948	$24,536	$27,152	$27,577	$827
052	$29,414	$30,732	$34,846	$35,414	$1,062
060	$9,105	$9,221	$9,793	$9,939	$298
061	$22,295	$22,639	$24,236	$24,609	$738
062	$22,539	$22,889	$24,521	$24,893	$747
063	$22,788	$23,158	$24,809	$25,192	$756
064	$23,060	$23,427	$25,104	$25,487	$765
065	$23,324	$23,713	$25,430	$25,821	$775
066	$23,606	$23,993	$25,755	$26,152	$785
067	$23,890	$24,305	$26,104	$26,508	$795
068	$24,196	$24,620	$26,472	$26,881	$806
069	$24,514	$24,957	$26,861	$27,279	$818
070	$24,848	$25,311	$27,282	$27,704	$831
071	$25,200	$25,688	$27,738	$28,170	$845
072	$25,575	$26,089	$28,249	$28,686	$861
073	$25,974	$26,509	$28,794	$29,241	$877
074	$26,391	$26,960	$29,388	$29,844	$895
075	$26,842	$27,454	$30,042	$30,511	$915
076	$27,333	$28,015	$30,636	$31,116	$933
077	$27,890	$28,643	$31,475	$31,967	$959
078	$28,517	$29,226	$32,376	$32,886	$987
079	$29,099	$30,066	$33,431	$33,972	$1,019
080	$29,930	$30,965	$34,645	$35,208	$1,056
081	$30,827	$31,995	$35,937	$36,522	$1,096
082	$31,850	$33,111	$37,070	$37,673	$1,130
083	$32,961	$34,340	$38,570	$39,200	$1,176
084	$34,180	$35,412	$40,141	$40,794	$1,224
085	$35,253	$36,839	$41,795	$42,478	$1,274
086	$36,666	$38,335	$43,512	$44,228	$1,327
087	$38,155	$39,904	$45,376	$46,122	$1,384
088	$39,718	$41,545	$47,336	$48,120	$1,444
089	$41,351	$43,315	$49,395	$50,206	$1,506
090	$43,112	$45,177	$51,549	$52,398	$1,572
091	$44,966	$47,133	$53,822	$54,711	$1,641
092	$46,912	$49,176	$56,198	$57,124	$1,714
093	$48,945	$51,339	$58,706	$59,678	$1,790
094	$51,098	$53,595	$61,324	$62,339	$1,870
095	$53,342	$55,976	$63,999	$65,059	$1,952
096	$55,713	$58,452	$66,896	$68,009	$2,040
097	$58,178	$61,050	$69,886	$71,047	$2,131
098	$60,759	$63,759	$73,025	$74,241	$2,227
099	$63,457	$66,604	$76,305	$77,578	$2,327

ADDENDUM B
Salary Schedule
City Union of Baltimore

CONTINUATION FY 2014 (Effective 7/1/13)

Grade	Minimum	Maximum	L1-5
801	$14,735.00	$14,735.00	$442.00
802	$7.98	$7.98	$0.24
805	$13.21	$13.21	$0.40
810	$10,284.00	$10,284.00	$309.00
812	$15,167.00	$15,167.00	$455.00
813	$17,936.00	$17,936.00	$538.00
814	$22,656.00	$22,656.00	$680.00
815	$24,942.00	$24,942.00	$748.00
816	$27,738.00	$27,738.00	$832.00
818	$28,427.00	$28,427.00	$853.00
821	$31,719.00	$31,719.00	$952.00
825	$37,501.00	$37,501.00	$1,125.00
901	$7.55	$10.56	$0.32
905	$7.55	$35.32	$1.06
910	$14,384.00	$16,446.00	$493.00
911	$22,969.00	$40,067.00	$1,202.00
912	$25,599.00	$43,561.00	$1,307.00
913	$26,380.00	$32,976.00	$989.00
914	$27,611.00	$37,908.00	$1,137.00
916	$30,176.00	$54,520.00	$1,636.00
918	$31,968.00	$55,701.00	$1,671.00
919	$32,976.00	$52,308.00	$1,569.00
920	$33,870.00	$59,575.00	$1,787.00
921	$35,890.00	$60,823.00	$1,825.00
922	$37,769.00	$43,435.00	$1,303.00
924	$44,135.00	$56,535.00	$1,696.00
925	$45,815.00	$65,116.00	$1,953.00
926	$47,286.00	$56,336.00	$1,690.00
928	$52,811.00	$67,688.00	$2,031.00

ADDENDUM B
Salary Schedule
City Union of Baltimore

FY 2014 (Effective 1/1/14)

Grade	Hiring Level Step 1	Full Performance Step 2	Experienced Level Step 3	Senior Level Step 4	Longevity L1-5
050	$24,187	$24,781	$27,424	$27,853	$836
052	$29,708	$31,039	$35,194	$35,768	$1,073
060	$9,196	$9,313	$9,891	$10,038	$301
061	$22,518	$22,865	$24,478	$24,855	$746
062	$22,764	$23,118	$24,766	$25,142	$754
063	$23,016	$23,390	$25,057	$25,444	$763
064	$23,291	$23,661	$25,355	$25,742	$772
065	$23,557	$23,950	$25,684	$26,079	$782
066	$23,842	$24,233	$26,013	$26,414	$792
067	$24,129	$24,548	$26,365	$26,773	$803
068	$24,438	$24,866	$26,737	$27,150	$815
069	$24,759	$25,207	$27,130	$27,552	$827
070	$25,096	$25,564	$27,555	$27,981	$839
071	$25,452	$25,945	$28,015	$28,452	$854
072	$25,831	$26,350	$28,531	$28,973	$869
073	$26,234	$26,774	$29,082	$29,533	$886
074	$26,655	$27,230	$29,682	$30,142	$904
075	$27,110	$27,729	$30,342	$30,816	$924
076	$27,606	$28,295	$30,942	$31,427	$943
077	$28,169	$28,929	$31,790	$32,287	$969
078	$28,802	$29,518	$32,700	$33,215	$996
079	$29,390	$30,367	$33,765	$34,312	$1,029
080	$30,229	$31,275	$34,991	$35,560	$1,067
081	$31,135	$32,315	$36,296	$36,887	$1,107
082	$32,169	$33,442	$37,441	$38,050	$1,142
083	$33,291	$34,683	$38,956	$39,592	$1,188
084	$34,522	$35,766	$40,542	$41,202	$1,236
085	$35,606	$37,207	$42,213	$42,903	$1,287
086	$37,033	$38,718	$43,947	$44,670	$1,340
087	$38,537	$40,303	$45,830	$46,583	$1,397
088	$40,115	$41,960	$47,809	$48,601	$1,458
089	$41,765	$43,748	$49,889	$50,708	$1,521
090	$43,543	$45,629	$52,064	$52,922	$1,588
091	$45,416	$47,604	$54,360	$55,258	$1,658
092	$47,381	$49,668	$56,760	$57,695	$1,731
093	$49,434	$51,852	$59,293	$60,275	$1,808
094	$51,609	$54,131	$61,937	$62,962	$1,889
095	$53,875	$56,536	$64,639	$65,710	$1,971
096	$56,270	$59,037	$67,565	$68,689	$2,061
097	$58,760	$61,661	$70,585	$71,757	$2,153
098	$61,367	$64,397	$73,755	$74,983	$2,249
099	$64,092	$67,270	$77,068	$78,354	$2,351

ADDENDUM B
Salary Schedule
City Union of Baltimore

CONTINUATION FY 2014 (Effective 1/1/14)

Grade	Minimum	Maximum	L1-5
801	$14,882.00	$14,882.00	$446.00
802	$8.06	$8.06	$0.24
805	$13.34	$13.34	$0.40
810	$10,387.00	$10,490.00	$315.00
812	$15,319.00	$15,470.00	$464.00
813	$18,115.00	$18,295.00	$549.00
814	$22,883.00	$23,109.00	$693.00
815	$25,191.00	$25,441.00	$763.00
816	$28,015.00	$28,293.00	$849.00
818	$28,711.00	$28,996.00	$870.00
821	$32,036.00	$32,353.00	$971.00
825	$37,876.00	$38,251.00	$1,148.00
901	$7.63	$10.67	$0.32
905	$7.63	$35.67	$1.07
910	$14,528.00	$16,610.00	$498.00
911	$23,199.00	$40,468.00	$1,214.00
912	$25,855.00	$43,997.00	$1,320.00
913	$26,644.00	$33,306.00	$999.00
914	$27,887.00	$38,287.00	$1,149.00
916	$30,478.00	$55,065.00	$1,652.00
918	$32,288.00	$56,258.00	$1,688.00
919	$33,306.00	$52,831.00	$1,585.00
920	$34,209.00	$60,171.00	$1,805.00
921	$36,249.00	$61,431.00	$1,843.00
922	$38,147.00	$43,869.00	$1,316.00
924	$44,576.00	$57,100.00	$1,713.00
925	$46,273.00	$65,767.00	$1,973.00
926	$47,759.00	$56,899.00	$1,707.00
928	$53,339.00	$68,365.00	$2,051.00

ADDENDUM B
Salary Schedule
City Union of Baltimore

FY 2015 (Effective 7/1/14)

Grade	Hiring Level Step 1	Full Performance Step 2	Experienced Level Step 3	Senior Level Step 4	Longevity L1-5
050	$24,671	$25,277	$27,972	$28,410	$852
052	$30,302	$31,660	$35,898	$36,483	$1,094
060	$9,380	$9,499	$10,089	$10,239	$307
061	$22,968	$23,322	$24,968	$25,352	$761
062	$23,219	$23,580	$25,261	$25,645	$769
063	$23,476	$23,858	$25,558	$25,953	$779
064	$23,757	$24,134	$25,862	$26,257	$788
065	$24,028	$24,429	$26,198	$26,601	$798
066	$24,319	$24,718	$26,533	$26,942	$808
067	$24,612	$25,039	$26,892	$27,308	$819
068	$24,927	$25,363	$27,272	$27,693	$831
069	$25,254	$25,711	$27,673	$28,103	$843
070	$25,598	$26,075	$28,106	$28,541	$856
071	$25,961	$26,464	$28,575	$29,021	
072	$26,348	$26,877	$29,102	$29,552	$887
073	$26,759	$27,309	$29,664	$30,124	$904
074	$27,188	$27,775	$30,276	$30,745	$922
075	$27,652	$28,284	$30,949	$31,432	$943
076	$28,158	$28,861	$31,561	$32,056	$962
077	$28,732	$29,508	$32,426	$32,933	$988
078	$29,378	$30,108	$33,354	$33,879	$1,016
079	$29,978	$30,974	$34,440	$34,998	$1,050
080	$30,834	$31,901	$35,691	$36,271	$1,088
081	$31,758	$32,961	$37,022	$37,625	$1,129
082	$32,812	$34,111	$38,190	$38,811	$1,164
083	$33,957	$35,377	$39,735	$40,384	$1,212
084	$35,212	$36,481	$41,353	$42,026	$1,261
085	$36,318	$37,951	$43,057	$43,761	$1,313
086	$37,774	$39,492	$44,826	$45,563	$1,367
087	$39,308	$41,109	$46,747	$47,515	$1,425
088	$40,917	$42,799	$48,765	$49,573	$1,487
089	$42,600	$44,623	$50,887	$51,722	$1,552
090	$44,414	$46,542	$53,105	$53,980	$1,619
091	$46,324	$48,556	$55,447	$56,363	$1,691
092	$48,329	$50,661	$57,895	$58,849	$1,765
093	$50,423	$52,889	$60,479	$61,481	$1,844
094	$52,641	$55,214	$63,176	$64,221	$1,927
095	$54,953	$57,667	$65,932	$67,024	$2,011
096	$57,395	$60,218	$68,916	$70,063	$2,102
097	$59,935	$62,894	$71,997	$73,192	$2,196
098	$62,594	$65,685	$75,230	$76,483	$2,294
099	$65,374	$68,615	$78,609	$79,921	$2,398

ADDENDUM B
Salary Schedule
City Union of Baltimore

CONTINUATION FY 2015 (Effective 7/1/14)

Grade	Minimum	Maximum	L1-5
801	$15,180	$15,180	$455
802	$8	$8	$0
805	$14	$14	$0
810	$10,595	$10,595	$318
812	$15,625	$15,625	$469
813	$18,477	$18,477	$554
814	$23,341	$23,341	$700
815	$25,695	$25,695	$771
816	$28,575	$28,575	$857
818	$29,285	$29,285	$879
821	$32,677	$32,677	$980
825	$38,634	$38,634	$1,159
901	$8	$11	$0
905	$8	$36	$1
910	$14,819	$16,942	$508
911	$23,663	$41,277	$1,238
912	$26,372	$44,877	$1,346
913	$27,177	$33,972	$1,019
914	$28,445	$39,053	$1,172
916	$31,088	$56,166	$1,685
918	$32,934	$57,383	$1,721
919	$33,972	$53,888	$1,617
920	$34,893	$61,374	$1,841
921	$36,974	$62,660	$1,880
922	$38,910	$44,746	$1,342
924	$45,468	$58,242	$1,747
925	$47,198	$67,082	$2,012
926	$48,714	$58,037	$1,741
928	$54,406	$69,732	$2,092

ADDENDUM B
Salary Schedule
City Union of Baltimore

FY 2016 (Effective 7/1/15)

Grade	Hiring Level Step 1	Full Performance Step 2	Experienced Level Step 3	Senior Level Step 4	Longevity L1-5	L6
050	$24,918	$25,530	$28,252	$28,694	$861	$574
052	$30,605	$31,977	$36,257	$36,848	$1,105	$737
060	$9,474	$9,594	$10,190	$10,341	$310	$207
061	$23,198	$23,555	$25,218	$25,606	$768	$512
062	$23,451	$23,816	$25,514	$25,901	$777	$518
063	$23,711	$24,097	$25,814	$26,213	$786	$524
064	$23,995	$24,375	$26,121	$26,520	$796	$530
065	$24,268	$24,673	$26,460	$26,867	$806	$537
066	$24,562	$24,965	$26,798	$27,211	$816	$544
067	$24,858	$25,289	$27,161	$27,581	$827	$552
068	$25,176	$25,617	$27,545	$27,970	$839	$559
069	$25,507	$25,968	$27,950	$28,384	$852	$568
070	$25,854	$26,336	$28,387	$28,826	$865	$577
071	$26,221	$26,729	$28,861	$29,311	$879	$586
072	$26,611	$27,146	$29,393	$29,848	$895	$597
073	$27,027	$27,582	$29,961	$30,425	$913	$609
074	$27,460	$28,053	$30,579	$31,052	$932	$621
075	$27,929	$28,567	$31,258	$31,746	$952	$635
076	$28,440	$29,150	$31,877	$32,377	$971	$648
077	$29,019	$29,803	$32,750	$33,262	$998	$665
078	$29,672	$30,409	$33,688	$34,218	$1,027	$684
079	$30,278	$31,284	$34,784	$35,348	$1,060	$707
080	$31,142	$32,220	$36,048	$36,634	$1,099	$733
081	$32,076	$33,291	$37,392	$38,001	$1,140	$760
082	$33,140	$34,452	$38,572	$39,199	$1,176	$784
083	$34,297	$35,731	$40,132	$40,788	$1,224	$816
084	$35,564	$36,846	$41,767	$42,446	$1,273	$849
085	$36,681	$38,331	$43,488	$44,199	$1,326	$884
086	$38,152	$39,887	$45,274	$46,019	$1,381	$920
087	$39,701	$41,520	$47,214	$47,990	$1,440	$960
088	$41,326	$43,227	$49,253	$50,069	$1,502	$1,001
089	$43,026	$45,069	$51,396	$52,239	$1,567	$1,045
090	$44,858	$47,007	$53,636	$54,520	$1,636	$1,090
091	$46,787	$49,042	$56,001	$56,927	$1,708	$1,139
092	$48,812	$51,168	$58,474	$59,437	$1,783	$1,189
093	$50,927	$53,418	$61,084	$62,096	$1,863	$1,242
094	$53,167	$55,766	$63,808	$64,863	$1,946	$1,297
095	$55,503	$58,244	$66,591	$67,694	$2,031	$1,354
096	$57,969	$60,820	$69,605	$70,764	$2,123	$1,415
097	$60,534	$63,523	$72,717	$73,924	$2,218	$1,478
098	$63,220	$66,342	$75,982	$77,248	$2,317	$1,545
099	$66,028	$69,301	$79,395	$80,720	$2,422	$1,614

ADDENDUM B
Salary Schedule
City Union of Baltimore

CONTINUATION FY 2016 (Effective 7/1/15)

Grade	Minimum	Maximum	L1-5	L6
801	$15,332	$15,332	$460	$307
802	$8	$8	$0	$0
805	$14	$14	$0	$0
810	$10,701	$10,701	$321	$214
812	$15,781	$15,781	$473	$316
813	$18,662	$18,662	$560	$373
814	$23,574	$23,574	$707	$471
815	$25,952	$25,952	$779	$519
816	$28,861	$28,861	$866	$577
818	$29,578	$29,578	$887	$592
821	$33,004	$33,004	$990	$660
825	$39,020	$39,020	$1,171	$780
901	$8	$11	$0	$0
905	$8	$37	$1	$1
910	$14,967	$17,111	$513	$342
911	$23,900	$41,690	$1,251	$834
912	$26,636	$45,326	$1,360	$907
913	$27,449	$34,312	$1,029	$686
914	$28,729	$39,444	$1,183	$789
916	$31,399	$56,728	$1,702	$1,135
918	$33,263	$57,957	$1,739	$1,159
919	$34,312	$54,427	$1,633	$1,089
920	$35,242	$61,988	$1,860	$1,240
921	$37,344	$63,287	$1,899	$1,266
922	$39,299	$45,193	$1,356	$904
924	$45,923	$58,824	$1,765	$1,176
925	$47,670	$67,753	$2,033	$1,355
926	$49,201	$58,617	$1,759	$1,172
928	$54,950	$70,429	$2,113	$1,409

ADDENDUM C:
AUTHORIZATION FOR DEDUCTION OF VOLUNTARY POLITICAL EDUCATION CONTRIBUTIONS

"I hereby authorize the City of Baltimore to deduct from my salary the bi-weekly sum of $_____ and to forward that amount to the City Union of Baltimore Committee on Political Education. This authorization is signed freely and voluntarily and not out of any fear of reprisal, and with the understanding that the City of Baltimore Committee on Political Education is engaged in joint fund-raising efforts with the AFT and the AFL-CIO. This voluntary authorization shall remain in effect unless revoked by me at any time by notifying the City of Baltimore Commissioner of Labor in writing of my desire to do so."

(Signed)_____ (NAME)

_____ (ADDRESS)

_____

_____ (WORK LOCATION)

NOTE: Contributions for the Committee on Political Education to CUB are not deductible as charitable contributions for federal income tax purposes.

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM D: ADULT EVALUATION AND REVIEW SERVICES (AERS)

Yvonne Rice, President
City Union of Baltimore
Local 800 AFT, AFL-CIO
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: ADULT EVALUATION AND REVIEW SERVICES (AERS)

Dear Ms. Rice:

Notwithstanding the provisions of the Memorandum of Understanding (FY 2013), between the City of Baltimore (City) and the City Union of Baltimore (CUB) this Side Letter is executed to document the understanding and accord between the parties (City and Union) with respect to Social Workers and their participation in the Adult Evaluation and Review Services (hereinafter referred to as AERS) program. It is understood that this Side Letter shall apply solely to Social Workers with regard to the AERS program, and shall not be construed as precedent setting nor be applied to other classifications, within the bargaining unit or to other Health Department programs.

Accordingly, it is hereby agreed that the following understandings have been reached:

1. For any week that a Social Worker has the on call assignment, the employee shall receive fifteen (15) hours of compensatory time at the straight time rate.

2. If an on call assignment occurs during a week that an official City holiday is observed, the employee shall receive twenty (20) hours of compensatory at the straight time rate.

3. The Baltimore City Health Department shall furnish digital pagers with a range sufficient to accommodate participants.

4. Bi-annually, the Employer shall meet with the Union to evaluate the workload. The Employer and the Union shall work together to resolve any problems with GES.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Printed on recycled paper with environmentally friendly soy based ink.

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Dr. Leana S. Wen
Francine J. Childs
Tanisha E. Bomani
Quinton M. Herbert
Yvette Brown

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM E: CONTRACTING OUT

May 26, 2015

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

RE: Contracting Out

Dear Ms. Rice:

Notwithstanding the provisions of Article 39, in FY 2014, 2015, and 2016 Memorandum of Understanding (MOU), if the City is considering a subcontract that will result in the loss of unit jobs, it will give the Union the opportunity to meet and discuss whether such work can be effectively and efficiently performed by unit employees.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown

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CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM F: INCLEMENT WEATHER DESIGNATION OF EMPLOYEES

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Inclement Weather Designation of Employees

Dear Ms. Rice:

Within thirty (30) days of the notation of the Memorandum of Understanding by the Board of Estimates I, in my capacity of Labor Commissioner, will issue guidelines to managers and supervisors regarding the designation of employees either essential or non-essential in accordance with the City's Inclement Weather Policy a copy of such guidelines will be shared with CUB.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown

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CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM G: TEMPORARY EMPLOYEES

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Temporary Employees

Dear Ms. Rice:

Effective July 1, 2014, no temporary employee shall be retained by the Employer for more than six (6) months. At such time, the temporary employee shall be hired into a bargaining unit position or terminated from employment. It is understood that this provision shall not be construed as a vehicle for the Employer to establish a "temporary to permanent" hiring strategy for all positions. Instead, it is intended to minimize the current practice of long term utilization of temporary workers.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown

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CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM H: OUT-OF-TITLE

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Out- of-Title

Dear Ms. Rice:

This letter is to confirm our agreement reached during the 2013 contract negotiations involving out-of-title compensation for CUB members. It is understood that the Labor Commissioner in cooperation with agency human resources representatives and CUB Leadership, will initiate processes necessary to ensure full compliance with the provision of AM-214-1 Part II for all members who are assigned the duties of a higher level vacant position on a temporary basis. The parties further acknowledge that it is their intention that CUB members assigned to perform the duties and responsibilities of a higher classification, shall be compensated in accordance with AM-214-1 Part II for such services from the first working day.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown

Printed on recycled paper with environmentally friendly soy based ink.

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM I: HEALTH CARE COST CONTAINMENT PROGRAMS

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Health Care Cost Containment Programs

Dear Ms. Rice:

CUB shall be invited to participate with management in discussions relating to the development of health care cost containment programs including wellness, preventative and healthy option programs and plan design recommendations. The City shall also make available to CUB utilization data which it receives from its providers. The intent is to provide CUB with an opportunity for input and participation into the process.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown

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CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM J: UNIFORMS AND CLOTHING

May 26, 2015

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

RE: Uniforms and Clothing

Dear Ms. Rice:

The Employer shall provide each new employee with five (5) long-sleeve shirts, five (5) short-sleeve shirts and five (5) pair of pants upon hire. Each subsequent year, the Employer, if requested by the employee, shall provide two (2) additional pair of pants, two (2) additional long-sleeve shirts, and two (2) additional short-sleeve shirts. Should a garment wear out, the employee may exchange said garment for a new issue, up to three (3) long-sleeve shirts, three (3) short-sleeve shirts, and three (3) pair of pants.

Sincerely,

Deborah F. Moore Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Kathy Litz
Quinton M. Herbert
Yvette Brown

Printed on recycled paper with environmentally friendly soy based ink.

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM K: POLICE DEPARTMENT COMMITTEE

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Joint Labor Management Committee, Police Department

Dear Ms. Rice:

The following provision reflects the agreement between the City of Baltimore and the City Union of Baltimore (CUB).

A joint labor-management committee shall be established with equal representation of the command staff of the Police Department and the City Union of Baltimore (CUB). The Police Commissioner shall convene the committee within ten (10) days of the noted Memorandum of Understanding by the Board of Estimates. The committee shall review the discipline policies of the Department and their effect on employees represented by CUB. The Committee shall make recommendations for changes in the disciplinary policies to the Police Commissioner and Labor Commissioner within ninety (90) workdays after the Committee has been convened. Approved recommendations will be implemented immediately and will be updated in the disciplinary policies. After the recommendations are completed, the committee will review the appropriate contract or policy manual to determine where to house the revised policy.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Anthony Batts
Quinton M. Herbert
Yvette Brown

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ADDENDUM L
1+1 FINAL AGREEMENT

Tentative Agreement Between
City Union of Baltimore and Mayor and City Council of Baltimore
July 9, 2009

Whereas the City has determined that effective on or about July 13, 2009, it will implement a system of Solid Waste Collection, previously referred to as the "1+1 Collection System"; and

Whereas the City believes that this System will function most efficiently if various employees, including various Bureau of Solid Waste supervisors who are represented by CUB, work a 4-day/10- hour shift; and

Whereas the Union believes that the 4-day/10-hour shift is one which the affected employees will favor;

Now therefore, the City and the Union agree to modify their Memorandum of Understanding for FY 2009 and FY 2010 as follows:

Article 17: Hours of Work

Amend Article 17 to make the existing paragraph A, subsection A.1, and add a subsection A.2 which shall read as follows:

"A.2. 4-Day/10-Hour Schedule: Effective July 13, 2009, various supervisors in the bargaining unit who are assigned to the Solid Waste Collection (mixed refuse, recycling and corner can collection) may be assigned to a forty (40) hour work week, which shall consist of four (4) 10-hour days, Tuesday, Wednesday, Thursday, and Friday. The employees thus assigned shall be given a paid lunch of forty-five (45) minutes."

Articles 20, 21, and 23 – Vacation, Sick, Personal Leave and Holidays

Add language which reads as follows and which shall apply to leave Articles 20, 21, 22, and 23:

"Effective July 13, 2009, any full day of paid leave used by a member of the bargaining unit who is assigned to Solid Waste Collection on the basis of a four (4) 10-hour day work week shall be debited on the basis of ten (10) hours for each day used. Benefit accruals shall continue to remain the same, so, for example, employees shall continue to receive a total of eighty-eight (88) hours of holiday leave for each year (plus additional paid days off for the General Election Day).

One full day of accrued leave for such events as holidays, vacation, personal leave, and sick leave, shall be accrued on the basis of eight (8) hours of pay.

If an employee accrues and/or uses less than a full day of work, the leave used shall be accounted for in apportioned units of 1/10th."

Add the following to amend Article 23 Holidays:

"For holiday leave due and accrued under the Holiday provision for those employees assigned to the Solid Waste Collection 4-day/10-hour schedule, ten (10) hours shall be deducted for each observed holiday that falls on the employee's regular day of work (*i.e.*, Tuesday through Friday). Any hours not expended to cover observed holidays that fall on a regular day of work (*i.e.*, Tuesday through Friday) may be used for paid time off from work on other dates."

Add the following to amend Article 23, Holidays:

When an observed holiday falls on a regular day of work (*i.e.*, Tuesday through Friday) for ten (10) hour day employees assigned o Solid Waste Collection, a "make up" collection day will be scheduled on the following Saturday. Employees shall be expected to report for work on a "make up" collection day in the same manner as on a regular day of work. Notwithstanding the provisions for Article 23, paragraph C of the current MOU, should July 4th or December 25th fall on a Saturday, such holidays shall be observed on Saturday without movement to the preceding Friday.

Intent of Parties: It is the intent of the parties that employees working the 4-day/10-hour schedule shall continue to receive the same amount of leave for holiday, sick, personal and vacation leave (*i.e.*, eight (8) hours for every day earned/accrued) as they presently receive under the 5-day/8-hour schedule, and that nothing in this Modification Agreement is intended to, nor shall it be construed to mean that such affected employees have conceded any reduction in pay related benefits over those contained in the current MOU between the parties.

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM M: UNREPRESENTED POSITIONS

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

May 26, 2015

RE: Unrepresented Positions

Dear Ms. Rice:

Article 12 Municipal Labor Relations provides that as the Labor Commissioner, I determine units appropriate for representation. Certain governing standards are set forth in the code section in order to aid in those decisions. For example, units appropriate for representation are those that are compatible with the joint responsibilities of the employer and the employees to serve the public. In addition, unit descriptions include job classifications with similar job duties, skills, wages, educational requirements, supervision, hours of work, job location and working conditions.

As part of our agreement, I am conducting a study of unrepresented City Union of Baltimore (CUB) positions which may be appropriate to include in CUB's bargaining unit.

In addition, I am also conducting a study regarding contractual positions in the City of Baltimore to determine if those contractual positions doing CUB bargaining work are in violation of any negotiated agreements with CUB.

I will submit quarterly progress reports to you as I complete each phase of the study.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvonne Brown

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CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor

OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM N: ADDITIONAL AGREEMENTS

May 26, 2015

Yvonne Rice, President
City Union of Baltimore
2117 N. Howard Street
Baltimore, Maryland 21218

RE: SUMMARY OF AGREEMENTS

Dear Ms. Rice:

During the FY 2013 negotiations, the parties have agreed to the following items:

1. Attendance Standards Policy (Citywide):
   a. The Attendance Standards Policy (ASP) will remain as currently written; however, management reserves the right to make changes in the future.

   b. The City will develop an incentive policy that recognizes perfect attendance. The new policy will be effective on October 1, 2014, and operate on the same timeline as the current Sick Leave Conversation policy (annually, October through October).

   c. The Labor Commissioner shall review requests for exceptions to the ASP based on extenuating circumstances for employees who reach their 5th occasion and are facing suspension.

2. Medical Office Assistants (MOA's) (Health Department):
   a. MOA's will be paid their same hourly rate of pay for hours worked during the summer

   b. MOA's selected to work during the summer will not have to take an additional drug/alcohol test or employment physical to qualify for summer employment.

3. School Crossing Guards (Department of Transportation):
   a. The Department of Transportation (DOT) will continue the needs analysis of corners where crossing guards will be needed during the school year which shall be completed no later than December 31, 2014. Upon completion, DOT will provide CUB with a copy of the analysis. The union and the City agreed that the number of regular crossing guards, as opposed to substitutes should be approximately equal to the number of regular crossing guard corners identified in the analysis.

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"Substitutes" may be used to fill temporary vacancies of Regular Crossing Guards and will not be assigned to staff a regular crossing guard corner.

3. The CUB MOU FY 2014-2016 has been prepared with the exception of the Leave Reform process. The Steps for implementation is being worked on, which includes the vacation process. Leave reform as described in Article 20 herein will commence upon implementation of all leave reform processes including but not limited to updates to the City's e-time and other payroll systems.

Please accept this side letter as compliance with our understanding.

This side letter is effective this 11th day of June, 2015.

Sincerely,

Deborah F. Moore-Carter

Deborah F. Moore-Carter,
Labor Commissioner

Accepted for CUB

Yvonne Rice

Yvonne Rice, President

DFMC:dla

cc: Quinton M. Herbert
Yvette Brown