

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2014-2016

between

**THE MAYOR AND CITY COUNCIL OF
BALTIMORE**

and

BALTIMORE FIRE FIGHTERS

LOCAL 734, IAFF

AFL-CIO, CLC

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MEMORANDUM OF UNDERSTANDING

FISCAL YEARS 2014, 2015, & 2016

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THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE FIGHTERS, LOCAL 734

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

This Memorandum of Understanding is entered into this First day of July, 2013 by and between the Mayor and City Council of Baltimore ("Employer") and the Baltimore Fire Fighters, Local 734, IAFF, AFL-CIO, CLC ("Union"). The terms and conditions of this document shall constitute a mandate to the Mayor of Baltimore City with respect to such matters which can be remedied administratively by her, and as a mandate to the Board of Estimates and the City Council with respect to matters which require legislative action necessary to implement the Agreement in lieu of a decision of the Board of Arbitration.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore and the Baltimore City Fire Department ("BCFD" or "the Department"). In order to render the most efficient public service to the citizens of the City, the Union 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 this Memorandum of Understanding (hereinafter "this Agreement").

ARTICLE 2: RECOGNITION

A. The Employer recognizes the Union as the certified representative of all eligible employees in the BCFD pursuant to the provisions of the Municipal Employee Relations Ordinance ("MERO") (as last amended by Ordinance 04-822), Baltimore City Code (2010 as published by Baltimore City Department of Legislative Reference) (hereinafter "Baltimore City Code"), Article 12, Section 4-1.

B.

1. The Employer shall continue to recognize the Union as the exclusive representative for all apprentices, trainees and/or entry level employees, and lateral entry paramedics, within the Department. The terms and conditions of employment within this Agreement for the Union's bargaining unit shall apply to those employees.

2. The Employer shall phase-out the Baltimore City Fire Department's Joint Apprenticeship Program. No additional apprenticeship classes shall be started. Candidates in the classes currently active, shall complete the course of study, all training and licensure required under the Apprenticeship Standards, including Advanced Life Support ("ALS") certification by MIEMSS.

3. To replace the Joint Apprenticeship Program, the Employer shall organize, fund, and safely operate a training program for all candidates recruited to work within the Fire Suppression Service and/or the Emergency Medical Service, and those candidates shall be assigned to an appropriate grade by the Department of Human Resources, at a total annual salary that is no less than that observed previously for members with the same duties. The Employer shall begin with skilled and adequately fit candidates to successfully complete training and pass all required certification programs within four years following employment. The Employer's standards for the program shall include an exact curriculum of courses, a timetable for all candidates to complete and pass training in Fire Suppression and Advanced Life Support licensure, and known sanctions for a candidate's failure to perform to standards or to complete expected certifications

on time. Current and accurate records shall be kept by the Employer to track the performance of each candidate, with periodic performance reviews issued to the candidates to make known to the candidate the Employer's expectations. There shall be no exercises that may subject candidates to unreasonable risk. For the candidates in classes 07-01, 07-02, 08-01, 09-01, and future classes, ALS training shall be made available for candidates who request to be trained in ALS.

The parties shall continue in effect, as edited through February 27, 2011, portions of the Statement of the Labor Management Committee on the Reorganization of the BCFD EMS Division (dated August 5, 2009) which Statement, as edited, is appended as a part of this Agreement as Addendum F, and the Employer shall continue to observe the terms of the Statement.

4. It is the Employer's right to adopt and modify the standards and practices for the training program, subject, however, to the provisions of ¶ B.3 of this Article, and with notice to the Union.

C. The Employer agrees to furnish the Union with the titles, classifications, rates of pay and job description of all employees in the unit upon request.

ARTICLE 3: CHECKOFF

A. The Employer agrees to deduct Union dues from the pay of any employee whom the Union is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the MERO, Section 6-1. The dues deduction, as authorized, shall be updated on a quarterly basis to reflect adjustments from promotions and otherwise in an employee's total annual salary. The Employer shall transmit all such monies withheld to the Union within seven (7) days of said deduction.

B. The Employer agrees to supply the Union with a dues deduction computer printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name, address, location, annual salary and amount deducted per pay period. Said deductions and printout shall be without cost to the Union. In addition, the Employer agrees to supply the Union with employee change notices, i.e., cutoff, promotion, change of address, etc., as they occur, without cost to the Union.

C. Such authorization shall be continued from year to year unless revoked in writing thirty (30) days prior to the employee's anniversary date.

D. The Employer shall deduct a service fee from the bi-weekly pay of any employee who the Union is certified to represent who is not a Union member and who has not authorized the City to deduct Union dues from his or her pay. The service fee shall be collected, without the need for a prior written authorization from the employee,

pursuant to all applicable provisions of the MERO, Section 6-2. The service fee deduction shall be updated on a quarterly basis to reflect adjustments from promotions and otherwise, in an employee's total annual salary; and collection of the service fee shall be conditioned on compliance with Article 14, Section B of this Agreement. The Employer shall transmit all funds withheld to the Union within seven days of said deduction.

E. The Union 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 the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the City to the Union. Should the Employer fail to pay any sum that is a part of an employee's total annual compensation, the Employer shall deduct and withhold union dues from that sum whenever it is paid and it shall remit the sum withheld as union dues check-off.

ARTICLE 4: DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans With Disabilities Act, or sexual orientation.

B. The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the MERO.

C. All reference to employees or members of this Agreement is intended to include both sexes, and wherever the male gender is used, it shall be construed to include male and female members as appropriate.

ARTICLE 5: MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer shall have all of the rights set forth in Baltimore City Charter (As Last Amended by Ch. 624, Acts of 2013), Article VII, Sections 47, 48 (a) and (d), and Sections 51 (b) and (c); and in provisions of the MERO, Section 3-2, which provisions are incorporated herein by reference.

ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

A. Subject to any limitation of existing law, any grievance, defined in the MERO, Section 1-1(g), 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 the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1. Within 15 calendar days of the date of the grievance or knowledge by the affected employee of the occurrence giving rise to the grievance, the employee, accompanied by an authorized representative of the Union, shall orally discuss the grievance with his immediate officer. The aggrieved employee and representative shall attempt to resolve the complaint with all parties involved. In the event the grievance is not resolved at this level within 15 calendar days, the employee and his Union representative shall present the grievance in writing to the Senior Officer or House Captain. If the grievance is not resolved at this level within 15 calendar days, the Union Battalion representative shall present the grievance in writing to the Battalion Chief.

Step 2. If the grievance is not satisfactorily resolved within 15 calendar days of presentation to the Battalion Chief, the aggrieved employee shall forward the grievance in writing through a Union Vice President to the appropriate Deputy Chief. Within 7 calendar days of the presentation, that Deputy Chief shall hold a meeting with an appropriate Union Representative to discuss the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written grievance may be taken to the Chief of Fire Department or his designee within 15 days following the completion of Step 2. The Chief or his designee shall meet and discuss the grievance with an appropriate Union Official within ten (10) days of receipt of the grievance. A written answer to the grievance shall be submitted to the employee and an appropriate union official within ten (10) days thereafter. Should the Union not receive a written response within 10 days, it may advance the grievance to the next step. Any grievance concerning the specific action of Chief of Fire Department or any grievance which affects more than one employee may be commenced at Step 3.

Step 4. If the grievance has not been satisfactorily resolved at Step 3, the grievance may be taken to the Office of the Labor Commissioner of the City of Baltimore by the Union President or his designee within 15 days following the completing of Step 3. Within 15 days of receipt of the grievance, the Labor Commissioner or his designee shall meet with the Union President or his designee and the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing to the President of the Union within 10 days, thereafter. Should the Union not receive a written response within 10 days, it may advance the grievance to the next step.

Following Step 4 proceedings at the level of the Office of the Labor Commissioner, there shall be a Step 4 Mediation, but, if and only, if, the Union, the Chief of Fire Department, and the Office of the Labor Commissioner agree in writing as the grievance pending to conduct Step 4 Mediation as a non-binding mediation that is chaired by a neutral party, whom the parties shall appoint either from the staff of the Federal Mediation and Conciliation Service, or by alternately striking from a list of seven arbitrators who each are members of the National Academy of Arbitrators (Baltimore/Washington Area list) furnished to them by the Federal Mediation and Conciliation Service. Any costs or fees associated with the mediation shall be shared equally, each side, however, to cover its own costs of counsel and presentation.

Mediation shall be conducted within sixty (60) days after a mediation agreement is signed by the Union, the Chief of Fire Department and the Office of the Labor Commissioner. A grievance shall be settled through mediation only if a settlement agreement is signed by the Union, the Chief of Fire Department and the Office of the Labor Commissioner, and it is noted, if necessary, by the Baltimore City Board of Estimates. No statement made in the course of a mediation session or by a mediator may be used as evidence in any proceedings.

Step 5. Shall be binding arbitration, which shall be available if a grievance is not settled or withdrawn by prior action of the Union. Arbitration shall be demanded by a letter addressed, jointly, to the Chief of Fire Department and the Office of the Labor Commissioner. The Union's letter making a demand for arbitration shall be timely if it is delivered within thirty days after completion of Step 3, or Step 4 if that Step is conducted by agreement.

B. The parties shall appoint an arbitrator to hear and decide all issues by alternately striking from a list of seven arbitrators who each are members of the (National Academy of Arbitrators Baltimore/Washington Area list) furnished to them by the Federal Mediation and Conciliation Service. The first strike made to in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.

C. The Union is the only party that may demand arbitration on behalf of the bargaining unit, and/or any members of the bargaining unit. Any award issued by an arbitrator shall be final and binding on the Union, the Mayor and City Council (and all constituent City agencies), and the employee(s) aggrieved. Should the Union decide not to proceed to arbitration, the employee(s) aggrieved shall likewise be bound by that decision.

D. If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

E. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

In computing the time limits under this Article, the date of the preceding event shall be counted. Commencing at Step 3, Saturdays, Sundays and legal holidays shall not be counted in computing time limits. The time period for filing a grievance to contest any form of discipline shall not begin until the final administrative action has occurred within the Fire Department and the employee(s) affected have received written notice of such action.

F. The rights of any employee who is discharged, permanently reduced in pay or position, or suspended for more than thirty (30) days shall be prescribed in Article 12 of this Agreement. The employee shall be entitled to all rights and remedies that are available to the employees under Baltimore City Charter (as last amended by Resolution 10-024; Chapter 645, Acts of 2010), Article VII, Section 100 (a), which are expressly reserved.

G. Any employee who is disciplined, but as to whom a due process hearing is not available under Baltimore City Charter (2006), Article VII, Section 100, shall be permitted to grieve and/or arbitrate the discipline under this Article; provided, however, that any employee who is suspended for five or more days, but less than 31 days, shall also be permitted to arbitrate a grievance pursuant to this Article. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2009 as published by the Department of Legislative Reference), Article 12, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

H. The Employer shall print and maintain copies of grievance forms in all units.

ARTICLE 7: UNION STEWARDS & UNION REPRESENTATION

A. The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties, and, where provided for in this Agreement, the Union President and/or representative in all grievances filed under this Agreement.

B. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. There shall be no more than 1 Union Steward and alternate in each area referred to in Section A, above.

D. After appropriate notice to his immediate superior, a Union Representative shall be granted reasonable time off during working hours with pay where he is engaged in processing a grievance under Article 6 of this Agreement, except when granting such leave would adversely affect delivery of emergency services.

E. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members, or inhibit or hamper any employee's constitutional right of free speech.

F. The President of the Union shall be detailed to Fire Department headquarters for the duration of this Agreement, and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President. The Union shall submit to the Office of the Labor Commissioner the name of one employee who, on behalf of the Union, shall be assigned on a full time basis to perform labor relations duties, process grievances, and to assist in monitoring the IAFF/IAFC wellness program. Once the assignment is approved by the Employer, which approval shall not be unreasonably withheld, the employee shall be compensated by the Employer at the employee's regular rate of pay, and without loss of the benefits that are associated with the employee's regular job class.

G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.

H. The Union shall be granted access as scheduled by the Fire Academy to address each Fire Academy class shortly before the class graduates. Sufficient time shall be given for the Union to review its contract, City employee programs, dues or service fee check-off procedures and similar matters with the class. The Union recognizes that the rights of "probationary" employees are defined in Baltimore City Code (2009 as published by the Baltimore City Department of Legislative Reference), Article 12, Section 1-1(d).

ARTICLE 8: HOURS OF WORK

A. The following terms shall remain in effect through December 31, 2013:

1. The regularly scheduled workweek for all fire suppression and Emergency Medical Services ("EMS") personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2190 hours annually. The present procedure of scheduling 10- and 14-hour shifts shall be maintained.

2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C-1 Work Schedule, attached hereto, which is intended to represent the schedule set forth herein. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.

B. Effective January 1, 2014, the schedule and hours of work for the Fire Suppression Division shall be as follows:

1. Fire Suppression Division shift employees (but not day work employees) shall be assigned to a four (4) platoon, 24-hour shift work schedule for a regularly scheduled average of approximately 47 work hours each week, the aggregate of which shall be 2,463 hours per year, on a eight (8) impact day system.

2. The base schedule of 47 hours per week for Fire Suppression will be one 24 hour shift of work, followed by one day off, followed in turn, by a second 24-hour shift of work (the "24/24/24"). After the second work shift of 24 hours, there will be five consecutive regularly scheduled days off. This pattern completes an eight calendar day cycle. The next eight calendar days repeat that same pattern, with the vacation option day falling every forty-eight days within a six number system. The complete 8-day pattern shall be: W-O-W-O-O-O-O-O. (W) Work and (O) Off. Personnel assigned to the Fire Suppression Division will be assigned to a 24-hour "impact" day rotation that will alternate every 30th and 34th day for an average of one impact day every 32 calendar days. This schedule shall yield the option of a thirteen day break from work every 48 calendar days, except when an impact day falls within a member's first choice vacation. The calendar template for the 24-hour schedule that is to be implemented as of January 1, 2014 is appended to this Agreement as Addendum C-2.

3. On and after January 1, 2014, personnel assigned to the Fire Suppression Division will remain on the six-number vacation system, and will receive approximately 15 first choice vacation options per year, as provided in Section 30.C.

4. An impact day cannot result in the assignment of two days or forty-eight hours of work consecutively. An impact day may be exchanged or swapped between employees, in 10, 14, and/or 24 hour blocks as elected by the employee.

5. Employees may not take vacation, personal, holidays or compensatory leave on impact days. In the event of a jury summons or other court appearance, the terms of MOP 339-1 shall continue to be observed to allow for relief of members with pay through administrative leave should the member be on a 24-hour shift;

provided, however, that employees who are working a 24-hour shift, shall be required to return to work once excused by the court following any jury summons/duty or other court appearance.

6. The new Fire Suppression schedule shall not apply to personnel on day work in the following areas; Fire Academy, Fire Prevention Bureau, Special Operations Command, HazMat, Air Mask Repair, Fire Supply Fire Maintenance, Information Technology (IT), EMS, OEM, Safety and as Staff Aides. The new Fire Suppression schedule shall apply to all personnel assigned to shift work, including personnel assigned to fire companies, Fire Investigation, Fire Prevention Bureau (on shift), Telestaff, Air Logistics, Special Operations, and as Shift Safety Officers or Shift Commander's Office Aides. Employees acting as instructors at the Fire Academy shall work a 4-day, 40-hour week.

Personnel who are reassigned, involuntarily, from Fire Suppression to day work shall not suffer a loss of pay or position, and it is understood that such employees, to remain in Fire Suppression status, may be assigned up to 47 hours a week, about which schedule the Employer shall first consult with the Union.

7. The work day for Fire Suppression personnel shall begin at 0700 hours (7:00 AM).

C.

1. For the term of this Agreement, the regular work schedule and hours of work for all members of the EMS Division of four days on (two 10-hour days followed by two 14-hour nights) followed by four days off shall remain in effect and unchanged, which schedule shall be that reflected in Addendum C-1.

2. Effective January 1, 2014, the Employer may organize and operate new EMS shifts known as "E" and "F" shifts, which shall be staffed seven (7) days per week. These E and F shifts may consist of two or more medic units each to be staffed and operated on a 12-hour basis during peak times every day of the week. The City may staff these E and F shifts with new hires or with volunteers from the existing workforce. Employees assigned to these shifts will be scheduled to work four days consecutively, followed by a minimum of four days off. The regular positions on these shifts will be filled only by employees who hold active ALS or BLS certification from MIEMSS. No employees shall be involuntarily assigned to staff these shifts, either on a permanent or temporary basis. Bids for voluntary placement on these E and F shifts shall be awarded to the most senior employees based on seniority within the EMS Division. The implementation of these E and F shifts shall not be accompanied by the reduction of the current 24 ALS unit compliment.

3. All EMS Division personnel will remain on the six-number vacation system, and they will continue to receive approximately 30 first choice vacation options per year.

4. To back fill vacant positions in the EMS Division, day by day, detail work assignments shall be made in the following order:

First, the Department may assign to the EMS Division non-rated Fire Suppression personnel in the TeleStaff EMS rotation who are ALS or BLS certified and who are working on an impact day, such assignment not to exceed a period of fourteen consecutive hours in any shift for those individuals, and such EMS assignments shall be equitably distributed.

Second, the Department shall offer that work, on an overtime basis, to members permanently assigned to the EMS Division.

Third, the Department shall offer the work on an overtime basis to members permanently assigned to the Fire Suppression Division in the TeleStaff EMS rotation who are ALS or BLS certified, and the overtime opportunities shall be equitably distributed.

Fourth, the Department shall temporarily detail non-rated Fire Suppression personnel in the TeleStaff EMS rotation who are ALS or BLS certified to EMS Division units, and should that back fill cause a vacant Fire Suppression position in a four-member complement of a Fire Suppression unit, the Department shall make a call back to fill the temporary opening.

Back-fill assignments of a member of the Fire Suppression unit to an EMS unit may not be for a period of more than fourteen (14) hours, subject to incidental hold-overs beyond fourteen (14) hours in the event of urgent need of the Department.

D. Between October 1, 2013 and October 31, 2013, all rated personnel who are not assigned to the EMS Division and all first acting members of Fire Suppression units, may elect to drop their ALS certifications from MIEMSS, which request shall be honored by the Employer. After October 31, 2013, this window will close and employees who did not opt-out shall be required to maintain their ALS certification.

E. No employee shall be laid off, terminated, demoted/reduced in rank, furloughed or reduced in wage or position as a result of the schedule change during the term of this Agreement.

F. The following implementation rules shall apply to the changes that are adopted under this Agreement to begin in Fiscal Year 2014:

1. For a period of six (6) years (through June 30, 2019), the City shall not make any proposal to further increase, nor shall it further increase, the number of hours worked by Fire Suppression personnel above and beyond the shift and schedule changes to be implemented on or after January 1, 2014 under this Article.

2. The changes in work schedules and hours of work for suppression employees that are provided for under this Article 13 are conditioned on implementation and payment of the wage increases noted in Article 13.A.2, and those added amounts shall continue to be paid through the term of this Agreement concurrently with the schedule and hours changes. If any of the Fiscal Year 2014 payments are reduced or discontinued during the term of this Agreement, the work schedules and hours of work for suppression employees shall revert to those last in effect between July 1, 2012 and June 30, 2013. In all other respects, the wages and wage increases that are due under Article 13 shall be subject to revision only if the terms of Article 36.B of this Agreement are satisfied.

G. Notwithstanding the changes that are to be implemented under this Agreement, the Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.

H. Employees shall be permitted to exchange at any one time either 1 or 2 vacation choices or turns with employees in the same firehouse. Members may, with the permission of their respective Battalion Chiefs, make exchanges within their Battalions. Members may exchange vacation choices or turns within the Department with the permission of the Battalion Chiefs of the battalions involved. Responsibility for repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Department will undertake neither the enforcement nor repayment of the time nor compensation not paid as a result of the said agreement between the employees affected.

If there are enough qualified personnel to fulfill the requirements of a medical unit, it will be permissible for EMS Division personnel to: (1) swap vacation days department-wide with the permission of the Battalion Chief, Medical Division; and/or (2) exchange vacation choices or turns within the respective battalion in which the medical unit is assigned.

I. Employees in the Fire Fighters bargaining unit may exchange vacation opportunities with employees in the Fire Officers bargaining unit.

J. As personnel shall remain deployed in four shifts or platoons, there shall be no Division-wide redraw either in Fire Suppression or EMS, nor shall there be a new Department-wide assignment of vacation numbers within the six-number vacation system. Personnel may be reassigned and given new vacation numbers consistent

with Article 30.J. The impact numbers shall be assigned as discussed between the Fire Department and the Fire Unions before the new work schedule is implemented.

K. Employees may exchange work shifts provided no individual may work more than twenty-four (24) consecutive hours except under emergency conditions. Employees who voluntarily swap tours of duty to work longer than their normal shift will not be eligible for meal allowance or overtime under Article 9 of this Agreement. If the employee who voluntarily works an additional shift is held past that shift due to emergency operations, the employee shall be eligible for the provisions of Article 9. The Employer shall have the right to disapprove any swap of work dates that would invoke the provision of Fair Labor Standards Act ("FLSA") overtime payment for public safety employees.

L. An employee shall be excused from duty upon proper relief within the two hour period prior to the end of his shift by his Unit Officer, or member acting as such, or earlier upon consent of the Company officer.

M. Before scheduling the work hours of any unit, the Employer shall notify the Union 30 days in advance, so that the parties may have opportunity to further discuss any change prior to implementation. The Chief of Fire Department shall have scheduling authority.

N. Shift exchanges (open-ended swaps) permitted between members shall expire in the event of a transfer to the same shift, or a separation from service for retirement, death, termination or resignation after a swap is made.

O. Except as otherwise provided in Article 9.H with respect to the specific certifications noted therein, it is the agreed rule that the Employer shall pay its employees for all time spent as a condition of employment to maintain a qualification for the member's classification in classroom instruction, training and/or preceptorship, and such time spent shall be considered as hours of work. This obligation shall not include time devoted by a member to personal study or for remedial studies.

ARTICLE 9: OVERTIME

A. All hours worked in excess of regularly scheduled work days or in excess of the regularly scheduled work period shall be overtime and shall be paid for at the rate of one and one half (1½) times the normal straight time rate of pay. Notwithstanding the regularly scheduled work days and work periods for members of the bargaining unit, in the application of overtime pay the Employer shall also distinguish between employees who are FLSA § 7(k) exempt and employees who are not exempt under FLSA §7(k), with the result that the Employer shall extend overtime pay for all regularly scheduled hours of work within the EMS Division that are in excess of 40 hours in a week. The Employer shall apply General Order No. 46-

09 (July 21, 2009) concerning overtime pay for members assigned to the EMS Division, which General Order is appended as a part of this Agreement as Addendum G. The hourly overtime rate shall be paid after an employee has worked for a minimum of fifteen minutes overtime.

The FLSA work period for employees assigned to the 47-hour schedule shall be 24-days and shall begin on January 1, 2014 at 7:00 a.m. (the previous 8-day period shall no longer apply). The pay period for such employees shall remain the same.

B. Employees called in to work outside their regular shift shall be paid a minimum of 4 hours overtime at the rate of one and one-half (1½) times their normal rate. Any employee called in or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half times (1½) his regular rate of pay only for the time worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. Nothing herein shall be construed to mean compounding of overtime. The Union shall be provided the names, companies and shifts of all employees called back within 3 days of the call back.

C. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

D. A protocol shall be drawn up by the parties before February 1, 2012 setting out the governing rules for the Fire Department's TeleStaff system, and the assignments and recording of overtime assignments. All call back and overtime assignments shall be distributed equitably between members of the bargaining unit with equalization of the "overtime bucket" desired result. Compensatory time shall be granted in lieu of overtime pay at the employee's request.

E. No employee will lose pay due to a shortening of the actual hours of work caused by the changing of clocks for the observance of Daylight Savings Time.

F. An employee whose actual hours of work are extended due to the changing of clocks for the return of Standard Time will be eligible for overtime pay for all work performed in excess of the regular work shift.

G. The Employer shall issue an MOP as annexed to this Agreement to apply current law to correctly implement the FLSA § 7(K) exemption to personnel who are assigned to the EMS Division. Any revisions to the MOP once adopted shall likewise be submitted to the Union for review and discussions. Publication and receipt of the MOP shall be verified following the procedures for Manual Releases set out in MOP 002.

H. Subject to the conditions agreed by side letter in negotiations in 2007, by agreement, the City Department of Human Resources (the "DHR") and the Civil

Service Commission have the authority to amend the Classification Description for members who hold either (i) a Basic Life Support Certification ("BLS"); (ii) Advanced Life Support ("ALS") Certification as Cardiac Rescue Technician ("CRT"); (iii) Emergency Medical Technician-I (EMT-I), (iv) Emergency Medical Technician-P (EMT-P); or (v) Emergency Medical Dispatch ("EMD"), to require those members to continue to maintain their current level of certification (either BLS, ALS or EMD) as a condition of employment. Members subject to the condition to continue ALS or EMD certification shall be required to recertify or renew their MIEMSS certification, as they may voluntarily elect, either (i) on their own and at their own expense, or (ii) through on-site programs organized and offered by the Baltimore City Fire Department. If an employee elects an on-site program, the employee may be required to report in uniform, all costs associated with that program, preparation and training, shall be paid by the Employer, and the employee shall be credited with one day of additional paid leave as vacation for each day spent in such training and preparation. The employees who are required to complete biennial ALS re-licensure shall have the option to choose to receive one of the following benefit options:

Option 1: Compensatory time credit: Employees who take training at the City's training facility shall receive compensatory time credit in an amount equal to 1.5 times the number of hours in each training course with the expectation that employees choosing this option shall have the ability to earn 108 compensatory hours for the two year re-licensure period (72 con-ed hours x 1.5 = comp hours). It is understood that a course which is scheduled for a set number of credit hours (e.g., six hours) shall be worth nine hours of comp time credit whether the course takes the full amount of time (e.g., six hours) or a shorter period of time (e.g., four hours). The City agrees to give employees some type of 'receipt' of proof of attendance upon completion of a given training course.

Option 2: Monetary Stipend: Employees who complete their re-licensure and present certification of same to the City may choose, instead, to receive a monetary stipend of \$2,700.00. Course may be taken at the City's facility or elsewhere. The City may require certain skills evaluations related to re-licensure be taken at the City's training center. Members subject to the condition to continue BLS certification shall be offered and complete such recertification within their regular work schedule through on-site programs organized and offered by the Baltimore City Fire Department.

ARTICLE 10: BULLETIN BOARDS

The Employer agrees to provide a bulletin board at least 36" x 48" labeled with the Union's name where notices of official Union matters may be posted by the Union. All Fire Department Bulletin Boards shall be used only for official notices of Union matters and Fire Department documents. Only the Chief of the Department has the right to order the removal of any literature not in compliance with the foregoing.

ARTICLE 11: HEALTH AND WELFARE

A. For the term of this Agreement, through June 30, 2016, the parties recognize, and agree to, the Health and Prescription Drug Plan Agreement as approved by the Board of Estimates on November 7, 2012, which Agreement is attached hereto in Addendum A, along with three attachments thereto: (A) Schedule of Standard Plan Design; (B) Schedule of High Option Plan Design; and (C) 2012 v. 2013 Active Rate Comparison.

B.

1. The Employer shall remit an annual payment of \$650 (which shall not be treated as a part of total annual salary) to be paid in bi-weekly installments 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 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. An employee must notify the City's Employee Benefits Division within 60 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

2. An employee shall be entitled to a Hospital Bill Audit Gain sharing payment of 33 1/3% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of \$3,000.00 to the employee for each incident. In order to qualify for the Gain sharing payment, the employee must: (i) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent; and (ii) notify the City's Employee Benefits Division of the error within 30 days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified, and the amount overpaid actually is recovered to the City's benefit.

3. Employees may transfer between Employer-sponsored health programs during open enrollment periods without penalty or exclusion of benefits. Existing memberships may alter enrollment status (adding and removing eligible dependents) in accordance with Employee Benefits Division guidelines.

C. The following benefits, in conjunction with Resolutions of the Board of Estimates adopted July 1, 1970 and March 28, 1973, relating to death, accidental death and dismemberment, shall remain in effect as follows for the duration of this Agreement:

1. The face amount of the death benefit shall be an amount equivalent to the deceased employee's total annual salary on the date of the employee's death plus \$1,500. In the event of the death or accidental death of an employee so covered, the amount of the benefit shall be paid to such beneficiary as the employee shall have, from time to time, specifically designated, or in the event there is no named beneficiary, then the amount shall be paid to his estate. In the event of the accidental death of such employee, such designated beneficiary or his estate shall receive double the said amount in indemnity benefits. The maximum amount provided for double dismemberment shall likewise be increased to an amount equivalent to the injured employee's total annual salary on the date of the employee's injury.

2. The additional accidental death benefit provided for in Paragraph (1) immediately above shall not apply to accidental death or dismemberment of an employee in line of duty.

3. The benefits and coverage provided for in Paragraph (1) above shall be converted upon retirement to a \$7,000 death benefit with double the same amount of indemnity benefits in the event of accidental death, payable to the designated beneficiary or his estate, as in Paragraph (1) above. The maximum amount provided for double dismemberment shall likewise be converted to \$7,000, with one-half (1/2) of said sum payable for a single dismemberment.

4. All retirees currently protected by the coverage described herein shall continue to receive same in the amount of \$7,000 with double indemnity and dismemberment benefits, as provided for in Paragraph (3) above.

5. Present retirees who are not covered under (3) or (4) above shall receive a death benefit with double the said amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary, or his estate, as in Paragraph (1) above, in the amount of \$7,000.

6. The provisions of the aforesaid Resolutions of the Board of Estimates shall continue in full force and effect.

D. The City will provide continued health care coverage at active employees rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1995. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.

E. The Employer shall continue to assume 50% of the current retirees' Blue Cross/Blue Shield premiums, and it shall continue to assume 50% of the premiums for all members who retire after 20 or more years of credited service, or upon

disability retirement from the Fire and Police Retirement System. The Employer may reduce its share of premiums for employees who retire after less than 20 years (other than on a disability retirement) as approved by the Board of Estimates.

The Employer shall not further reduce its share of retiree premium nor change the benefits plans available to retirees and dependents without prior notice to the Union. If requested, the Employer shall respond to Union inquires through the Joint Health Care Committee.

F. The Employer shall provide a burial benefit for line-of-duty death up to a maximum of \$8,000 as an actual reimbursement for funeral expenses, including a memorial plaque.

G. Joint Health Care Committee

1. A joint committee, composed of 4 members named by the Employer and 4 members named by Local 734 and Local 964 jointly, shall be organized to examine the cost, delivery and management of health care benefits that are to be provided under the terms of this Agreement. The joint committee shall meet on a routine basis no less frequently than once each month.

2. The Union shall be entitled to request and receive data the member may find necessary to understand either the cost of any health care benefits that are to be provided under the terms of this Agreement, or the manner in which any of such benefits are delivered or administered. Such requests for information shall be honored within a reasonable time after they are delivered, and shall be available either on a City-wide or Unit-wide basis.

H. Section 125 Plan

1. The Employer shall adopt and thereafter administer a fringe benefit program which qualifies under Section 125 of the Internal Revenue Code (1954 as amended), with the effect that the amount of each employee's contribution, if any, for health care coverage, prescription drug, dental and vision care shall be excluded from the employee's adjusted gross income.

2. To the extent permitted by federal tax laws, the Employer also shall make available to all unit employees on a before-tax basis those insurance products for which it generally permits payroll deduction. Such privilege shall also include any new insurance products that are of general application among City employees.

I. Optical plan benefits shall apply to current and future fire fighter retirees, widows and dependents. The plan shall include an eye exam every twenty-four (24) months and prescription glasses, if needed.

J. The Employer shall establish and make available to all employees a Flexible Spending Account to permit employees to voluntarily fund on a pre-tax basis expenses for dependent care, health expenses and co-pays.

K. Request for Documents

1. The Employer shall make available to the Union copies of all documents, which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided to the extent such documents are available. Such programs shall include, without limitation, health, major medical, dental, drug and vision care.

2. For the subsequent health plan year, the Employer shall make available to the Union copies of all documents which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents, as soon as such documents are available.

3. At the request of the Union, the Employer shall further make available to the Union copies of any Request for Proposal and Specifications before any such document is released for bid. In addition, the Union shall be notified of the time, date, and place of any pre-bid meeting conducted with interested parties on the RFP. If any amendments are drawn to the RFP, copies of such amendment also shall promptly be furnished to the Union. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided.

4. Further, the Employer also shall furnish copies of any midterm amendment or adjustment to the programs before the terms of any such amendment or adjustment are implemented.

L. City of Baltimore Vision Care Plan

The Employer shall continue the Vision Care Program until it successfully issues and awards an RFP to CareFirst or other provider to establish a Select Vision Program with benefits at least comparable to those available currently under the 2008 Select Vision Program for other City units.

ARTICLE 12: DISCIPLINE AND DISCHARGE

A. Any employee who is discharged, reduced in pay or position, or suspended for more than thirty (30) days may contest the action either (i) by lodging an appeal with the Civil Service Commission under the official rules of the Commission; or (ii) by filing a grievance on the form that is referred to in Article 6, Paragraph H. of this Agreement. The employee's choice of which procedure to use to contest the action shall be binding, and the employee may not subsequently choose to follow a different procedure. If the employee elects to file a grievance, it shall be filed initially at Step 4 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate and the employee shall be bound by the Union's decision whether or not to arbitrate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with provisions of the MERO Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy. The Arbitrator's decision shall be final and binding on the City, the Union and on the employee(s) affected.

B. Any employee who, as discipline, is suspended for five (5) or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline by filing a grievance on the form that is referred to in Article 6, Paragraph H, of this Agreement. If the employee elects to file a grievance, it shall be filed initially at Step 3 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with MERO, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

C. An employee who is charged with a disciplinary infraction shall be entitled to a due process hearing before the appropriate level Referral Officer before such Officer shall recommend any disciplinary adjudication of the charge. The Referral Officer's recommended adjudication of a charge shall not be altered or modified to result in an increased penalty before the final adjudication without a rehearing of the charge at the Review Officer or Administrative Hearing Officer level. When an employee is to appear before the Administrative Hearing Officer for a suspension, the hearing is to be conducted within twenty-nine (29) calendar days of the referral except when the employee is unavailable. Final adjudication of the charges shall be as prescribed and approved by the Chief of the Fire Department. The employee shall have the right to grieve to challenge discipline, but the filing of a grievance shall not relieve the penalty prescribed. The Employer shall not drop or suspend health insurance and pension coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less. The Employer

shall permit an employee who is suspended without pay for thirty (30) days or less to use accrued leave days to the extent necessary to maintain and pay the employee cost of health insurance premium and pension coverage during the period of the employee suspension.

D. Employees of the Department shall be entitled to Union Representation at any disciplinary proceeding, or investigation.

E. If the Department has reason to reprimand an employee, it shall be done in a place and manner that is appropriate to the circumstance and not abusive.

F. The Employer shall begin all disciplinary investigations, when it deems such investigations necessary, no later than fifteen (15) days after it acquires knowledge of the misconduct or event for which disciplinary action is proposed. For purposes of this Article, the fifteen (15) day period shall start when a Shift Commander acquires knowledge of the misconduct or event for which disciplinary action is proposed. The employee shall be notified when an investigation is begun. The employee shall be notified when disciplinary action (charges) are to be undertaken, so said employee may obtain, consult and have present, proper Union representation during discharge of discipline, except when being charged under MOP 336 Drug and Alcohol Policy.

1. An employee shall be given ample time and opportunity to request and contact an appropriate union representative to attend an investigatory interview.

2. Before an administrative hearing, trial board, or grievance hearing is convened, employees placed on charges after the completion of an investigation shall be entitled to copies of the charges, any special reports and all other relevant documents not privileged (as attorney-client communications, attorney work product or deliberative work product) collected or created by the Department during the investigation.

G. All other penalties and punishments, including suspension for 30 days or less, shall be as prescribed by the Chief of Fire Department subject to the right of the employee to grieve that action, as set forth in Article 12, Paragraph B, above. Persons suspended under this section who are later cleared of all charges by the Chief of Fire Department shall be reinstated with full back pay.

H. Continuous duty shall not be used as a form of discipline or punishment.

I. In discipline and discharge cases, the Employer shall take into account prior cases with similar circumstances before administering punishment.

J. During the pendency of a charge against an employee, any additional charge shall require an additional hearing.

K. Any employee who is to appear before the Administrative Hearing Officer as the subject of a disciplinary or discharge hearing may request that the hearing or portions of the hearing be held in executive session.

L. Any employee of the Fire Department who is subjected to a suspension of thirty (30) days or less may at his/her discretion forfeit a like number of days from his/her vacation bank in lieu of the suspension; provided, however, that at no time may the Employer require any employee to forfeit vacation time as discipline. The choice to use vacation time instead of serving a suspension, without pay, shall be made solely by the employee affected. The Fire Department shall advise the Union when an employee who is subjected to a suspension elects, instead, to forfeit vacation time.

M. An employee's opportunity to receive call backs shall not be withheld while a suspension is pending, but not yet served.

N. The Employer shall continue MOP 336 in effect, or as modified as mutually agreed by Fire Department and the Union; and it shall follow all terms of the MOP relating to preconditions to testing, aftercare and confidentiality. In all cases involving Motor Vehicle Accidents, only the Driver and/or Tillerman shall be tested as the driver/operator under MOP 336-2 (Post Accident Testing). Other personnel may be tested, but only upon sufficient cause to satisfy MOP 336-1 (Reasonable Suspicion Procedure). The record of members with a period of ten (10) years without a second violation of MOP 336 for an off-duty alcohol-related event shall be expunged. The Fire Department shall not administratively issue its own aftercare agreements for violations of MOP 336, aftercare agreements are only to be issued by the Mercy/PSI for proper cause under the MOP.

O. The Employer shall issue an MOP that states: "All Union employees of the Department shall be entitled to request a Union representative to attend any interview, investigation, hearing or other proceeding that may result in discipline."

P. Should an investigatory interview be audio or video recorded, the Union and the Employer shall each be given a copy of the same recording.

Q. Effective on and after January 1, 2014, for all personnel assigned to a 47-hour work schedule on a 24-hour basis, when an employee is to be suspended for a period of one or more "days," those "days" shall refer to a twelve (12) hour period of time.

ARTICLE 13: SALARIES

A. Wages

1. On and after July 1, 2013, on the three (3) dates noted below, the total annual salaries and the salary scales for covered employees shall be increased above the amounts in effect before each scheduled increase:

- Effective July 1, 2013: 2% for all bargaining unit employees;
- Effective January 1, 2014:
 - 10.5% for all Fire Suppression Division employees (in exchange for the schedule change) excluding day work personnel; and,
 - 4.0% for all bargaining unit employees.

The new wage schedules are as attached to this Agreement as Addendum B.

2. There shall be no furloughs during Fiscal Years 2014, 2015, and 2016, unless the City implements a furlough program for all bargaining units in the City.

3. For the duration of this Agreement, the following terms shall not apply: In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Years 2013 (except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment) grants an increase in wages, salaries, benefits or any component of total annual salary for any portion of Fiscal Years 2013 to any employees in Unit I of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to any employee in the Union's bargaining unit for the same portion of Fiscal Year 2013 the Employer agrees to grant an equivalent additional increase beginning in the same portion of Fiscal Year 2013 to all employees in the Union's bargaining unit.

5. Effective July 1, 2007 and continuing into subsequent fiscal years, each employee who attains and maintains either EMT-P or EMT-I certification and is not permanently assigned to a position in the EMS Division shall be paid a certification stipend of \$1,350.00, which shall, in turn, be added to total annual salary.

6. EMS preceptors shall be paid an added wage premium of \$1.00 an hour for each hour served in that capacity.

B.

1. Between July 1, 1994 and June 30, 2001, the Employer and the Union have in each fiscal year, by agreement, included in their Agreement a clause known as the "parity" clause which clause provided as follows:

In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2001, except as a result of

any binding arbitration required for the Baltimore City Police by legislation or charter amendment, grants an increase in wages, salaries, benefits or any component of total annual salary for Fiscal Year 2001 to Unit I of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to the Union's bargaining unit for Fiscal Year 2001 the Employer agrees to grant an equivalent additional increase in Fiscal Year 2001 to all employees in the Union's bargaining unit. This parity provision is further limited by the Arbitrated Settlement for Fiscal Year 2000 Memorandum of Understanding, and it also is limited, to the extent they are carried forward as amended by the Settlement Agreement for the Year 2000, by the prior Settlement Agreements for Fiscal Years 1998 and 1999 which prior agreements are Addendum "D" and Addendum "E" to this Memorandum of Understanding.

2. In bargaining for a Memorandum of Understanding for Fiscal Year 2002 the Employer and the Union considered the value of benefits, hours of work, work assignments, etc., as between respective Fire and Police bargaining units. By mutual consent, they agree that these values were considered, and, as a consequence, there shall be no Article 13.B "parity" clause for Fiscal Years 2002 and 2003. In reaching their present agreement for Fiscal Years 2002 and 2003, neither the Employer or the Union waive the right to bargain over parity in future fiscal years.

3. The Employer shall not appeal the judgment and/or mandate of the Court of Special Appeals in Mayor and City Council of Baltimore v. Baltimore City Firefighters, Local 734 and Baltimore Fire Officers Local 964, No. 0181, September Term, 2000, nor shall the Employer file a petition for a writ of further review of the "parity" and "promotion" issues on appeal; thus to end the litigation between the Employer and the Union.

4. When the total annual salary for Fiscal Year 2002 for each employee who is covered by this Agreement is determined, the added three and one-half percent (3.5%) increase that is due under Art. 13, Sec. A.1 shall be computed only after the total annual salary for Fiscal Year 2001 is first adjusted to reflect the added 4% wage increase that should have been applied but was not in Fiscal Year 2001 under Art. 13, Section B of the Memorandum of Understanding for that year.

5. On or before September 18, 2001, the back wages of each employee who was covered by the predecessor Agreement to this Agreement, the Memorandum of Understanding for Fiscal Year 2001 (under Art. 13, Sec. B of that Memorandum of Understanding for Fiscal Year 2001), shall be paid in a lump sum. This shall include all employees on the payroll during FY 2001 who have retired or who have separated from employment for any other reason. The back wages due shall

be computed by multiplying the employee's total wage earnings (from all sources, including overtime earnings, etc.) for Fiscal Year 2001, from July 1, 2000 through June 30, 2001, by a factor of 4.0%, the product of which shall be the amount owed. If any wages that are due as of July 1, 2001 are unpaid as of September 18, 2001, then the Employer shall pay to each employee interest at the prime rate published for the Baltimore Metropolitan area on all such sums due but not paid, with interest payable on sums unpaid beginning July 1, 2000. The Employer shall meet with the Union, and it shall provide all information needed by the Union, to enable the Union to timely audit the Employer's compliance with its obligations under this Article.

6. For purposes of wage and service credit under the Fire and Police Retirement System, the total annual salary of each employee shall be adjusted retroactively to July 1, 2000, to reflect the additional 4.0% wage increase due to each employee (past and present) who was covered under Art. 13, Sec. B. of the Memorandum of Understanding for Fiscal Year 2001.

C. Effective July 1, 1990, Emergency Dispatchers who are assigned to work in the Fire Communications Bureau shall be added to Addendum B to this Memorandum of Understanding as Grade 314. Such Emergency Dispatchers shall receive all terms and conditions of employment which are established under this Agreement on the same basis as all other bargaining unit employees.

E.

1. The parties intend to maintain a relationship in salary structure between an Experienced Level Fire Fighter with no longevity and an Experienced Level First Line Supervisor with no longevity. Likewise, adjustments have been made in order to maintain a similar salary structure relationship in grade between an Experienced Level Fire Fighter with no longevity and all other classifications and ranks within Local 734's bargaining unit. The amounts are reflected in the wage figures displayed in Addendum B.

2. Effective January 1, 1991, the parties shall maintain the relationship in salary structure between a Maximum Level Fire Fighter with no longevity and a Maximum Level First Line Fire Supervisor with no longevity. Likewise, adjustments have been made in order to maintain a similar salary structure relationship in grade between a Maximum Level Fire Fighter, with no longevity, and all other classification and ranks within Local 734's bargaining unit. The amounts are reflected in the wage figures displayed in Addendum B to this Agreement.

F. Paramedics and Cardiac Rescue Technicians shall continue to be paid an annual workload adjustment. The workload adjustment shall be considered part of total annual salary. The amounts are reflected in the wage figures displayed in Addendum B. Personnel classified as Fire Fighter/Paramedic shall, effective July 1,

2001, be paid an additional sum of \$500.00 to recognize the State certification that they are obligated to maintain to serve in an ALS capacity. The additional sum of \$500.00 shall be made part of the employee's total annual salary.

G. All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

H. Whenever the term "adjustment" or "adjustment to base salary" is used in this Agreement, the amounts involved shall be components of an employee's total annual salary in order to compute biweekly, hourly, daily, overtime and acting out-of-title rates of pay, as well as longevity and pension benefits and other salary-related benefits. The Employer shall implement all adjustments to wages and all adjustments to base salary within the payroll period of the effective date of the adjustment that is provided for in this Agreement if the effective date falls within the first half of the payroll period. Such adjustments to wages and base salary that fall within the second half of the payroll period shall be implemented within the next pay period.

I. In order to compute the hourly rate for a fire suppression or other Group System employee working on a 42-hour schedule, the employee's total annual salary shall be divided by 2,190. Effective on and after January 1, 2014, the hourly rate for any employee who is assigned to a 47-hour work week shall be determined by a factor of 2,463.

J. In order to compute the hourly wage rate for any other employees of the Department working a 40-or 42-hour schedule, the employee's total annual salary shall be divided by 2,080.

K. The Employer shall implement all adjustments to wages and all adjustments to base salary of an employee on the first day of the payroll period, if the effective date of such adjustment falls within the first half of the payroll period. The Employer shall implement all adjustments and all adjustments to base salary of an employee on the first day of the next payroll period following the effective date, if the effective date of the adjustment falls within the second half of the payroll period. Payment of the adjustment(s) (e.g, promotions, longevity, step/level adjustments, transfers), but excluding reclassifications by DHR and disputed pay issues, shall be made on the pay date for the corresponding payroll period.

If the Employer is aware of a delay or error in its implementation or payment of any adjustments, it shall timely notify the employee(s) affected, and the Union. If the Employer shall fail to pay an adjustment to wages and/or and adjustment to base

salary within sixty days after the effective date of the adjustment that is due, the failure to pay may be grieved, and if the grievance is advanced to arbitration, the Union may request that interest be awarded on the unpaid balance until the sums due to the employee are paid in full.

ARTICLE 14: UNION SECURITY

A. All employees covered by this Agreement (i) who are employed after July 1, 1976 and elect not to join or remain members of the Union, or (ii) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of said Union, 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 the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

B. Should the Union desire to implement the collection of a representation fee as permitted under the MERO, the Union then must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292, 106 S. Ct. 1066, 89 L. Ed. 2d 232 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers. The Union may charge for all constitutionally permitted expenses including, but not limited to, those expenses incurred in contract negotiations, grievance handling, lobbying on fire service, pension-related, Civil Service and other matters, discipline and dismissal hearings, arbitration and all other expenses either directly or indirectly related to those statutory functions as a collective bargaining representative.

ARTICLE 15: SAFETY AND HEALTH

A. General Principles

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, 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 will be processed according to the Grievance Procedure.

B. Protective Clothing and Equipment

1. The Employer shall furnish and thereafter maintain at no cost to any employee all respiratory apparatus, gloves, helmets, boots, protective clothing and other protective equipment that are necessary to preserve and protect the safety and health of fire fighters. Protective clothing and equipment shall meet or may exceed Federal OSHA Fire Brigade Standard (CFR 1910.56). In addition, the Employer shall specify the following or better:

a. All turnout coats and gloves shall have a lining of Gore-Tex (T/M) or other comparable material.

b. All turnout coats shall have an outer shell constructed from Pbi (T/M) (polybenzimidazole) or other comparable material.

c. Issue of protective clothing stipulated in Paragraphs (a) and (b) shall be on a replacement basis where it does not conflict with any existing or future local, state or federal statute.

d. The Employer agrees to maintain sufficient reserves of protective clothes, equipment and station uniforms so that replacement is accomplished on or before 30 days from the date such item is condemned by the Employer.

e. At the employee's request, the Employer shall arrange for air mask eyeglass kits at cost to those employees that are required to use self-contained breathing apparatus.

f. The Employer shall provide each 1st line apparatus and ready reserve within the Fire Department with appropriate operable flashlights for all positions assigned to the unit.

2. Only personnel adequately trained shall be permitted to perform maintenance and/or repair on self-contained breathing apparatus, except for routine maintenance presently being performed by Department personnel that does not require such certification.

3. On a replacement basis, the Employer shall provide and, thereafter, shall, at no cost to any employee, maintain station uniforms that meet non-flammability criteria that are currently accepted in the industry, which shall be 100% cotton or better, unless the parties mutually agree in writing to a modification thereto.

C. Joint Labor/Management Safety and Health Committee

There shall be a Joint Safety and Health Committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union, and two members from each local of the Committee will be

provided released time to attend pre-scheduled, bi-monthly meetings of the Joint Committee. Reports involving injuries to Local 734, I.A.F.F. members, while working, shall be provided to the Union at each regularly scheduled Committee meeting. The Joint Committee shall make written recommendations for the correction of hazardous conditions or unsafe work methods. Union members of the Joint Committee shall be released from their work obligations in order to attend pre-scheduled Committee meetings, except when granting of such leave would adversely affect delivery of emergency services.

D. Employee Medical Treatment

When a Fire Department physician is not on duty in the Fire Department Infirmary, all employees who are injured or who become ill and who require medical treatment shall be transported (pursuant to EMS. protocol) to the nearest appropriate hospital.

E. Hearing Conservation

The Department and the Union shall work to develop a hearing conservation program for the benefit of all members of the service. Discussions about such a program shall be conducted in meetings of the Joint Labor/Management Safety and Health Committee. The purpose of the discussions shall be to develop criteria to identify work-related hazards and measures to abate or eliminate any such hazards. Another objective of the program shall be to develop a protocol intended to educate members of the Department about work-related hearing problems.

F. Stress Counseling

1. The Department shall adopt the MIEMSS protocol (Critical Incident Stress Development Program) to deal with employees' stress resulting from critical incidents and work-related fatalities. The Department shall discuss its understanding of the MIEMSS protocol and steps necessary to abate work-related stress in the regular meetings of the Joint Labor/Management Safety and Health Committee. Any procedures adopted shall be shared with the Committee before implementation.

2. Using the Joint Labor/Management Safety and Health Committee, the Department shall explore means to deliver psychological counseling to deal with stress resulting from fire and emergency service on an employee-by-employee basis outside of the City's generally available Employee Assistance Program.

G. The Employer shall notify the Union at least 30 days in advance of the implementation of any decision to permanently close a unit of the Fire Department. Upon such notice, the Employer shall meet with the Union to consider the likely

impact of the action on the safety and well-being of the work force and the effects of the proposed action.

H. The Department and the Unions shall continue to jointly establish a fitness and wellness program as recommended by the Joint Labor/Management Safety and Health Committee.

I. The Employer will consider union manufacturers when purchasing uniforms and protective equipment.

J. Mercy PSI

1. The Employer shall continue to have authority to direct employees for a medical evaluation. When an employee is directed by the City to report to Mercy Health Services ("Mercy") for an evaluation, the Department shall disclose to the employee in writing the reason(s) for the evaluation, and the Employer shall require Mercy to correctly disclose the scope and terms of its professional engagement to the employee.

2. No employee shall be required, as a condition of employment, to authorize Mercy to assume the capacity of that employee's treating physician or treating medical care provider.

3. No employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

4. The Employer shall, at all times, honor, and require Mercy to honor its employees' confidentiality and privacy rights with regard to medical information and care.

K. Management of Injuries and Illnesses

1. The Employer shall have the right to send an employee to a designated physician for an evaluation of an injury, illness or disability sustained within the course of and within the scope of employment for the Department (an occupational injury) and the Employer shall follow the physician's direction regarding the employee's time and manner of return to work.

2. Notwithstanding Paragraph J., immediately above, should an employee consult with his/her own physician in connection with an occupational injury, and should that physician conclude that due to an occupational injury the employee should be placed off from work or that the employee's duties at work must be limited, that physician's recommendations shall be honored by the Employer unless it is unreasonable. The physician's orders that are to be

followed shall include all warnings and contraindications about the safe use of medications prescribed by the attending physician.

3. Where there is a dispute or conflict between the Employer's evaluating physician and the employee's treating or attending physician, the dispute shall be resolved in the following manner: the Employer and the employee shall accept the recommendations of the employee's physician for seven (7) work days, during which the physicians are to consult and attempt to resolve differences as to management of the employee's occupational injury. Should the physicians be unable to agree, then representatives of the Employer and the union shall attempt to resolve the dispute or disagreement as to the employee's assignment.

4. Nothing in this section shall in any way alter the rights and provisions of the State's workers' compensation laws.

L. The parties shall continue in effect Joint Addendum E on Non-Line of Duty Illness and/or Injury (dated July 7, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum E, and the Employer shall continue to observe the terms of Joint Addendum F. When the terms of the Joint Addendum are in conflict with any term or condition of this Agreement, the terms of Joint Addendum E shall supersede and prevail over that other language. Paragraphs 10 and 11 of Joint Addendum are deemed to no longer be in effect.

ARTICLE 16: SAVINGS CLAUSE

All privileges, benefits and rights presently enjoyed by employees covered by this Agreement which are not specifically provided for or abridged in this Agreement, such as, but not limited to, holidays, uniforms, equipment, etc., are hereby included in and protected by this Agreement.

ARTICLE 17: NO STRIKE OR LOCKOUT

A. The Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, slow-ups, or 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 City agrees that there will be no liability on the part of the Union, provided the Union 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 the Union notifies the City, 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.

C. In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Agreement.

ARTICLE 18: MEAL ALLOWANCE

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.

ARTICLE 19: CLASSIFICATION OF EMPLOYEES

A. The Employer agrees that in the event of a recommended change in the classification of a position in the Baltimore City Fire Department, it will notify the Union at least fifteen (15) days before it delivers the submission of the recommended change to either the Civil Service Commission or the Department of Human Resources. The Employer shall complete the process, and finally approve or disapprove a change in classification within (180) days after it delivers the written notice to the Union the written notice that is required by this paragraph, or the notification shall become void and the recommendation shall be withdrawn.

B. Whenever the Employer plans to create a new job classification or to re-write an existing classification, the Employer shall first meet with the Union about the intended changes and its anticipated effect on the compensation and employment opportunity of employees who are covered by this Agreement.

C. Effective July 1, 2008, the Employer shall have the authority to require a criminal background check as a condition upon acceptance of a promotion within the bargaining unit. A "criminal background check" shall mean only that the Employer (or its agents) may inquire about any past criminal convictions currently on an employee's record. The Employer may not use a criminal conviction previously disclosed as sufficient reason to deny an employee a promotion, Should a background check result in the disclosure of a misdemeanor conviction, that conviction shall not in itself, be sufficient reason to deny a promotion, but the employee may be disciplined for failure to report, and, if for just cause, for the underlying offense. An authorization for a criminal background check shall not be continuing, but, instead, it shall be a condition of promotion and expire by its terms within ninety (90) days after it is given by an employee to the Employer.

The Employer shall consult with the Union about the contents of the form to be used to authorize a criminal background check before it is adopted for use.

ARTICLE 20: LONGEVITY

A. The following longevity rules shall apply:

1. Each employee who is covered by this Agreement and who has attained 5 years of creditable City service shall receive a longevity increment in the amount of 1.0% of the total annual salary at the Maximum Level of an employee's classification.
2. Each employee who is covered by this Agreement and who has attained 10 years of creditable City service shall receive an additional longevity increment in the amount of 3.5% of the total annual salary at the Maximum Level of an employee's classification.
3. Each employee who is covered by this Agreement and who has attained 15 years of creditable City service shall receive an additional longevity increment in the amount of 3.5% of the total annual salary at the Maximum Level of an employee's classification.
4. Effective July 1, 2013, each employee who is covered by this Agreement and who has attained 20 years of creditable City service shall receive an additional longevity increment in the amount of 5% of the total annual salary at the Maximum Level of an employee's classification.
5. Effective July 1, 2013, each employee who is covered by this Agreement and who has attained 25 years of creditable City service shall receive an additional longevity increment in the amount of 5% of the total annual salary at the Maximum Level of an employee's classification.
6. Rules of application remain the same; each new longevity step will be implemented as a member attains required creditable city service.

B. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 of this Agreement.

ARTICLE 21: ACTING OUT-OF-TITLE

A. Any employee covered by this Agreement who is acting out-of-title shall, in addition to his total annual salary, receive the difference between the total annual salary of the Maximum Level of the acting class and the total annual salary of the Maximum Level of the employee's class. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 of this Agreement. Acting out-of-title rates shall be placed into effect on a calendar year basis.

B. Effective January 1, the Maximum Level pay rates that are to be used in

computing the premium wage for acting out-of-title shall be the wage rates that were in effect on July 1, of the fiscal year.

C. An up-to-date and accurate bulletin containing the sanctioned acting out-of-title pay scale to take effect on January 1, shall be supplied to stations in print and distributed on or before December 1, of the prior calendar year.

D. The new acting out-of-title rate shall take effect on the first day of the payroll period in which January 1st falls.

E. Any employee who acts out-of-title on overtime or call-back time shall be paid at the acting rate for the overtime or call-back period.

ARTICLE 22: TRANSPORTATION

A. The Department shall develop and implement a plan to provide at its expense and risk, transportation to and from the fire ground for all employees who are covered by this Agreement. Whenever an employee on duty is required to use his personal automobile for the purpose of transportation to and from fire grounds or for other required departmental business, he shall be paid the sum of \$5 for such use; provided however that an employee shall not be compensated for use of his personal automobile to and from his home to the firehouse or where his personal automobile is used for his convenience.

B. Employees shall not be ordered to use their personal vehicles for Fire Department business, nor shall they be ordered to use or enter any personal vehicle of any other person for Fire Department business.

ARTICLE 23: SENIORITY, CALL BACK, LAYOFF AND RECALL

A. A roster of all members of the bargaining unit shall be compiled and maintained by the Personnel Administrator showing each member of the Fire Department in the order of his length of service with the Fire Department. Company rosters shall be maintained.

B. Employees called back to duty shall be so called on the basis of company seniority within the appropriate rank, whenever feasible. The officer in charge of field operations shall have full authority and discretion to select companies for emergency call back.

C.

1. The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 30 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions

affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 15 days, within which it shall meet and confer with the Union to discuss such an action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of the notice.

2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 21 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice also shall reasonably state the reasons for the action, and any rights which the employee may have under the Administrative Manual and Department of Personnel Rules or this Agreement with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.

3. All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the employee was hired into the Fire Department. Seniority in rank or classification shall be established from the date that the employee was promoted into the rank or classification that he or she currently occupies.

In the event of a tie in seniority, the tie shall be broken on the basis of the Fire Academy final standing or score upon graduation from the Fire Academy.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.

4. For the purpose of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an employee who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the employee's favor as if the employee lost no time away from work. Second, should an employee return to the Department after having resigned from the City service or voluntarily transferred from the Fire Department service for more than 6 months, his or her seniority shall begin anew; if less than 6 months, than the employee shall regain previous service time.

5. In the event a reduction in force is necessary, the reduction shall proceed in the following order:

- a. Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.
 - b. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee's date of promotion.
 - c. An employee who is laid off shall be paid for all accrued but unused leave time, including vacation, holiday and retirement leave (employee must be eligible for service retirement), based on the employee's total annual salary as of the date of separation.
 - d. All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
 - e. Each junior employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
6. Any employee who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting out-of-title compensation based on the employee's acting certification. Any employee who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
 7. If the current salary is the same as or greater than the maximum of the lower grade, the employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.
 8. The Department of Human Resources shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 24 months after the date of a layoff (unless extended by the Department of Human Resources) and shall be used to offer employment opportunities that may become available by seniority to all persons

who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired or transferred (from other City agencies) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City agency, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The employee shall receive no credit for longevity while on layoff.

9. Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the Personnel Administrator, or other designated agent of the Fire Department, of any change in address while laid off or reduced in rank. The notice shall be by certified mail, return receipt requested. The employee shall be given 20 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Personnel Administrator.

10. Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.

11. The provisions of this Article shall govern to determine the rights of any employee who is demoted or laid off on or after July 1, 1992.

12. In addition to the rules generally applicable to layoffs under Paragraph C of this Article 23, the following additional rule shall apply to the EMS Division. For purposes of layoff and reemployment "AM-205-8, Employee Layoffs" defines "organizational unit." The Fire Department has three (3) or more organizational levels, the level immediately below the agency is normally designated as a bureau. The organizational level immediately below a bureau is normally designated as a division. "Organizational unit" refers to a division. In this instance, the EMS Division is an organizational unit.

All Emergency Medical Service personnel who are to be laid off shall first be offered an opportunity to fill any vacant position(s) in the Fire Department for which the employees are qualified or for which they may be qualified after a period of training. In the event a reduction in force is necessary in the Emergency Medical Service, but there are fewer vacant positions remaining in the Fire Department than the number of employees to be laid off, the vacancies shall be offered in order of seniority going first to the most senior personnel to be laid off from the Emergency Medical Service.

D. No members of the bargaining unit shall be laid off Fiscal Years 2014, 2015, and 2016.

ARTICLE 24: FIRE FIGHTERS' UNION POLITICAL ACTION COMMITTEE AND DEFERRED COMPENSATION PLAN

A. The Employer and the Union shall provide for deduction of Fire Fighters' Union Political Action Committee contributions from payroll and pension checks upon proper voluntary written authorization, by participating employees at no cost to the Union or to the Political Action Committee.

B. The Employer shall assume the administrative cost for employees participating in the Deferred Compensation Plan.

ARTICLE 25: PROMOTIONAL SYSTEM

A. Consistent with the City Charter, it is hereby agreed that unless ordered to do so by a court of competent jurisdiction, neither the Employer nor any of its constituent agencies will change the present time-in-grade requirements for promotion, nor will they deviate from the present policy of selection of the first candidate on a list, through all grades up to and including Battalion Chief.

B. Promotion lists shall run for 2 years from posted date and shall not be extended except by agreement of the parties.

C. Vacancies shall be filled from current eligible lists commencing with the following pay period, and other vacancies as soon as possible. BCFD shall consult with the Union in Labor-Management about beginning a criminal background check before positions shall become vacant.

D. Promotion lists to be maintained in all grades up to and including Lieutenant, and as soon as possible in other classifications as the need arises.

E. The Employer agrees that representatives of the Union shall be entitled to meet with the Director of the Department of Human Resources or his/her designee on a regular quarterly basis, at times to be mutually agreed upon, to discuss problems of interest to members of Local 734. This will not preclude further meetings which may be mutually arranged by the parties.

F. The Union and management shall convene a joint committee to review, discuss and prepare educational requirements for promotions within the Department. The joint committee shall complete its written report and recommended educational requirements on or before February 1, 2012, for subsequent review and discussions with Chief of Fire Department.

ARTICLE 26: UNIFORMS

A. Members will be allowed to wear clean work uniforms, as determined by the Chief, dress uniforms, or civilian clothes to and from work.

B. The Employer shall maintain and replace uniforms on the basis currently followed. Station uniforms no longer serviceable shall be replaced within 30 days of condemnation.

The minimum issue of station uniforms to all employees on payroll after June 30, 1986 shall consist of: four (4) pair of pants; four (4) short sleeve shirts; four (4) long sleeve shirts; one (1) dress cap; one (1) insulated winter jacket (with zip-out liner); one (1) web-style belt; one (1) belt buckle.

C. All clothing issued as uniforms pursuant to Paragraphs B and C of this Article shall conform to the standards described in Article 15, Paragraph B of this Agreement.

D. The Employer shall provide a clothing allowance of \$250 to members assigned or detailed to the Public Information Office.

ARTICLE 27: EMPLOYEE'S PERSONNEL AND MEDICAL FILE

A. No material relating to an employee's conduct, service, character, personality or medical status shall be placed in the employee's personnel and/or medical file unless it is signed by the person submitting the information and is furnished to the employee involved.

B. By appointment and after proper identification, an employee or the employee's designated representative, acting on behalf of the employee with a notarized written statement of authorization signed by the employee, shall have the right to examine his personnel and/or medical file, and the employee and/or his authorized representative shall, in writing, indicate the date of said examination and affix his signature. Personnel and/or medical files shall be read or examined only by those persons so authorized by the Chief of Fire Department, and in the presence of the Fire Department Personnel Administrator or his/her designee who will be responsible for maintaining the security and confidentiality of the file documents during the review process. The Personnel Administrator will safeguard the file documents against alteration, removal, or tampering and insure that no document, record or other material is placed in the file during the review, by requiring that reasonable security procedures be adhered to during the review process. For medical files, the employee will be responsible for usual and customary administrative processing fees and any additional cost associated with the document reproductions.

C. All documents whether formal or informal, that record discipline considered or sustained against an employee with the exception of offenses under MOP 336, shall be expunged from the files of the Fire Department should the same offense not recur within forty-eight (48) months.

D. No previous charge over forty-eight (48) months (with the exception of previous violations of the substance abuse and testing policies and procedures and aftercare agreements MOP 336 to 336-9 inclusive) will be considered in the process of adjudicating Departmental Charges.

E. The parties shall jointly review MOP 312 as revised January 1, 2011, and MOP 336, to determine on or before February 1, 2012 what adjustments are needed in those MOPs, and to appropriately reduce the reckoning period in ¶C and ¶D above.

ARTICLE 28: BEREAVEMENT LEAVE

A.

1. Employees shall be entitled to Bereavement Leave for death of blood relatives and in-laws set forth in AM-204-8 of the Employer's Administrative Manual in effect on the date of execution of this Agreement. In addition, effective July 1, 2003 the Employer shall include in immediate family: ex-wife or ex-husband who is the parent of an employee's child under the age of 18.

2. In addition, effective July 1, 2001, the Employer shall permit a covered employee to claim and receive one day of leave, without pay, for the death of a brother-in-law, a sister-in-law, as well as a former mother-in-law or former father-in-law who are grandparents to a child parented by the employee.

B. The one day of leave of absence must be taken within 6 calendar days of the date of death, or on the day of the funeral of the relative if the funeral occurs more than 6 days after the death, as provided in MOP 319 in effect on March 1, 2001.

C. Any employee qualifying for the four (4) days of Bereavement Leave under this Agreement, may at his or her choosing take additional Bereavement Leave to a maximum of four (4) additional work days, to be used from employee's vacation bank for a total of eight (8) consecutive work days.

D. The terms of MOP 319 shall continue to be observed. Employees may take bereavement leave as their days of necessity fall, whether or not such day falls on an impact day. On or after January 1, 2014, any personnel who are assigned to a 24-shift may take up to two (2) full 24-hour shifts as bereavement days in those situations which allow four (4) bereavement days (i.e. either two regular work days or one work day and one impact day). Bereavement practices under the 10/14-hour schedule shall not change.

ARTICLE 29: EDUCATION

A. The Employer shall reimburse each employee for a sum of up to \$2,500 per Fiscal Year to cover a portion of the employee's cost of tuition and books for job related college courses related to a degree which are not reimbursed by State funds. A grade of "pass" in a pass/fail course, or an "A" (GPA 4.0) shall be reimbursed at 75%; 65% for a "B" (GPA 3.0); 55% for a "C" (GPA 2.0). The employee must document completion of the course with a certified transcript from the educational program in which he/she was enrolled. To qualify for reimbursement, college credits must be received by the employee for courses taken and successfully completed at an accredited educational institution. Non-reimbursable courses may be eligible for reimbursement if documentation is provided by the educational institution showing an accreditation conversion and the acceptance of the credits as a part of an accredited degree program. Administrative fees as defined in AM-219-1 will be reimbursed up to a maximum of \$25.00 per semester (out of the \$2,500).

ARTICLE 30: VACATION

A. The parties shall continue in effect their Joint Addendum on Leave and Leave Accruals (dated July 21, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum H, and they shall continue to observe the terms of the Addendum. Where the terms of the Joint Addendum H are in conflict with any term or condition of this Agreement the terms in the Joint Addendum shall supersede and prevail over that other language.

B. A first choice vacation option must be exercised at least 7 days in advance of the vacation opportunity. If members do not exercise such option, the opened dates will be considered available to any member in the unit upon request. First choice vacation as provided for in this Article shall not be subject to cancellation.

C. The practice of numbering first choice vacation opportunities shall be continued. In order to assign first choice vacation opportunities, all Fire Suppression and EMS employees who are members of the Group System, as provided in Article 8, shall be assigned to 6 number groups. An EMS employee shall be entitled to a first choice vacation opportunity consisting of 4 consecutive shifts when the employee's number appears on the work schedule. Each employee shall receive approximately 30 first choice vacation opportunities within the year. The 6 number system shall remain in effect for a determined period of time, of no less than Fiscal Year 2008 and Fiscal Year 2009, through June 30, 2009 during which period the Baltimore City Fire Department and the Fire Unions shall jointly study the staffing and scheduling of the Baltimore City Fire Department, to determine through negotiations, whether or not any changes may be necessary.

D. Second choice vacations will be permitted if sufficient personnel are available; however, once granted, said vacation shall not be canceled unless a 24-hour notice is given.

E. Regulations pertaining to vacation under Manual of Procedure (MOP) 322 shall remain in effect for employees hired into the Fire Service prior to July 1, 1979.

For those employees hired into the Fire Service after July 1, 1979, vacation leave is accrued in relationship to the length of continuous service with the Employer as follows:

1. Employees with less than 6 years of service shall earn vacation leave of 1 working day for each month of completed service, or a total of 12 days per year.
2. Employees who have 6 but less than 11 years of service shall earn vacation leave of $1\frac{1}{4}$ days for each month of completed service, or a total of 15 days per year.
3. Employees who have 11 but less than 14 years of service shall earn vacation leave of $1\frac{1}{2}$ days for each month of completed service, or a total of 18 days per year.
4. Employees who have 14 but less than 19 years of service shall earn vacation leave of $1\frac{3}{4}$ days for each month of completed service, or a total of 21 days per year.
5. Employees who have completed 19 or more years of continuous service shall earn vacation leave of 2 days for each month of completed service, with a maximum of 24 days per year.
6. Employees will be allowed to accumulate vacation up to the maximum number of days earnable as provided in Addendum I.

F. During the term of this Agreement, no employee shall at any time be compelled to take vacation time. Effective July 1, 2011, the accrual rate of a leave day shall be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or retirement from service with the City of Baltimore, unused leave shall be liquidated at the rate of 8.424 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis, i.e., use of a day shift shall exhaust 10 hours and use of a night shift shall exhaust 14 hours.

G. All leave days shall be considered vacation days for the purpose of this Article.

H. No employee shall at any time be compelled to take vacation time.

I. Effective January 1, 2014, for personnel assigned to a 47-hour work schedule, the accrual rate of a leave day shall continue to be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or retirement from service with the City of Baltimore, unused leave shall be liquidated at the rate of 9.4 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis.

J. The Employer may reassign members to different group numbers within the six-number system to equalize shifts and vacation numbers. The Employer shall nonetheless ensure that each member's vacation opportunities are not cut short. The members shall be afforded the opportunity to take the proper number of vacation options per year.

K. On and after January 1, 2014, upon permanent separation or retirement from service of each employee who is assigned to a 47-hour work schedule, all unused leave earned and accumulated by that employee after December 31, 2013 and over and above the amount accumulated and which appears on the written statement as of December 31, 2013, shall be liquidated at the rate of 9.4 hours for each day. In January 2014, the City of Baltimore and the Fire Department shall prepare a written statement for each member of the Fire Department through December 31, 2013, accounting to that member (and the Union) for all leave earned and accumulated by the member through December 31, 2013. On and after January 1, 2014, upon permanent separation or retirement from service, all unused leave earned and accumulated before January 1, 2014 shall be liquidated at the rate of 8.424 hours for each day of accrued leave.

L. On and after January 1, 2014, the Employer shall devote its "best efforts" as practicable to separately account for holiday leave time on the payroll records and pay stub of each bargaining unit employee, which shall separately account for all prior accrued holiday leave.

M. On and after January 1, 2014, employees assigned to a 47-hour work (24-hour shift) schedule may use first choice vacation leave in 10, 14 and/or 24-hour blocks as elected by the employee.

ARTICLE 31: OTHER LEAVE

A. Injury and/or Sick Leave (Non-Line of Duty)

Effective July 1, 1988, no deduction shall be made in the salary of any employee on account of non-line of duty illness or injury, provided such sickness does not last longer than 6 months, and provided further that if an employee shall absent himself from duty on account of non-line of duty illness or injury he shall, before receiving his salary, present or have presented to the unit officer of the company of which he is a member a certificate from the physician employed by the Department, stating

that the employee, on account of illness or injury, is unable to perform his or her duties.

B. Injury and/or Sick Leave (Line of Duty)

Any member of the Department, receiving injury or becoming disabled while in the discharge of his duties, so as to prevent him from following his daily occupation or attending to his duties as a member of said Department, such member shall, for 12 months, provided his disability shall last that time, receive his usual salary.

No employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

C. Catastrophic Injury or Illness

In addition to leave available in Sections A and B above, should a permanent full-time employee covered by this Agreement sustain a catastrophic injury or illness, and complete medical recovery is reasonably anticipated-but, return to full regular duty requires additional recovery/rehabilitation time, he or she will be allowed to use an additional twelve weeks of accrued leave. The reasonable prognosis of complete recovery within twelve weeks referred to in this section "C" must be certified by a physician licensed in the State of Maryland.

D. Family and Medical Leave

1. Use of accrued leave as provided in this Article does not modify the combination of types of leave specified in the City of Baltimore Administration Manual, AM 203-2 Family and Medical Leave. Use of Family and Medical Leave under the provisions of this section is limited to the 12-week per 12-month entitlement of the Family and Medical Leave Act of 1993 ("FMLA") and the Employee Eligibility criteria specified in AM 203-2.

2. The Employer shall continue to follow its paid leave practices for line of duty and non-line of duty leave in the event of illness or injury. When an employee is out of work for an illness or injury that qualifies for the FMLA, that leave shall be counted toward an employee's 12 weeks of FMLA coverage, and he/she shall be notified that the FMLA shall be applied to the absence. In the event of other absences covered by FMLA e.g. for child care or parental leave, such absences shall be charged against the employee's vacation leave accrual, if any remains, but the employee shall not forfeit any first choice opportunities for such leave. In the event that an employee exhausts the 12-week FMLA coverage, in the absence of leave abuse, the Employer shall give due consideration for requests for extended leave to avoid hardship or loss of employment.

E. Retirement Leave

Effective July 1, 1988, all employees shall receive 90 days of leave with pay just prior to retirement.

F. Union Leave

With prior approval of the Chief of the Department, employees may be granted Union Leave without loss of pay to attend scheduled conferences, seminars, meetings and conventions. The total amount of this leave available during the term of this Agreement is equal to 170 days per year. Up to 170 days of Union Leave that is unused may be carried over from one fiscal year to the next, and it shall be available for use in addition to the 170 days that shall be allotted for the new fiscal year.

G. Third Party Court Appearances

Employees who are subpoenaed by third parties to appear in Court to testify about events which occurred while on duty shall be granted time off with pay if subpoenaed to appear to testify either (i) on the day on which they are scheduled to work (either day shift or night shift), or (ii) on the day on which they have scheduled to take vacation or holiday leave. If assigned to work on the day shift, hours off shall be granted from the beginning of the shift until the employee is released by the Court and has had a reasonable opportunity to report to work for the balance of the shift. If assigned to work on a night shift, which is scheduled to begin in the afternoon of the day to which the subpoena is returnable, all hours off shall be credited hour for hour as compensatory time, to be taken by the employee at the beginning of his or her assigned shift that afternoon. For night shifts, hours shall be credited as measured from the start of the day shift until the employee is released by the Court. No hours off shall be credited for scheduled days off. Vacation leave or holiday leave may be canceled, but the employee must notify the Department of the subpoena within a reasonable time after he or she is served.

H. Subject to approval by the Chief of Fire Department, an employee with banked vacation days may transfer up to two (2) vacation days per calendar year to another employee who is experiencing a personal hardship, providing the following conditions are met:

1. The recipient has exhausted all of his or her accrued leave including Vacation and Personal leave.
2. The transfer of vacation days pursuant to this program is strictly a voluntary donation. Vacation days may not be transferred in exchange for cash or other remuneration.
3. The recipient must be experiencing a hardship for which the transfer of days

would provide relief.

4. All days transferred pursuant to this provision are irrevocable transfers.
5. An employee may receive no more than thirty (30) transferred days if they are a day-work employee or twenty-eight (28) transferred days if they are a shift work employee.
6. Use of donated days by an employee on suspension or termination is not permitted.

ARTICLE 32: PENSION COMMITTEE

The parties agree that the present joint committee to review the existing pension system will continue. Union representation for the joint committee shall be composed of six representatives, two representatives each from and appointed by the following bargaining agents: IAFF Local 734, IAFF Local 964 and the Fraternal Order of Police. It shall be permitted to recommend appropriate pension changes during the term of this Agreement.

ARTICLE 33: PRINTING

The costs of printing copies of this Agreement for distribution to members of the bargaining unit and Department management shall be shared equally by the parties and the printing shall be by a Union shop as selected by the Union. Each Fire Department IAFF Local shall be provided with an appropriately formatted computer diskette or compact disk containing the adopted Agreement.

ARTICLE 34: SEVERABILITY

A. Should any Article or part of any Article of this Agreement be declared by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Agreement shall not thereby be invalidated but shall remain in full force and effect to the same end and effect as if such invalid portion had not been included. In such event, the parties agree that at the request of either of them, negotiations will be commenced for a mutually agreeable replacement provision.

B. If, as a condition for receipt by the City of state or federal grant-in-aid funds or other state or federal allotments of money, a provision of the Agreement is required by the awarding agency to be deleted or modified, the parties shall promptly meet to discuss compliance with such condition and the adoption of substitute contractual provisions to preserve and protect the rights and privileges of the parties as intended by the provision required to be deleted or modified.

ARTICLE 35: WORK RULES

A. Snow Removal

Employees shall not be required to remove snow from company quarters from 2400 to 0700 hours, except in the event that snow has accumulated to such depth that the access and egress of fire equipment is impeded, thus requiring the cleaning of Engine House driveways.

B. Watch Desk Duty

Departmental Communications will operate in "Silent Dispatch Mode" between 2200 and 0600 hours effective 0700 hours July 1, 1999 for a six month evaluation period prior to permanent implementation effective 0700 hours January 1, 2000. Thereafter, members will be relieved of attended watch duty between 2200 hours and 0600 hours unless "Silent Dispatch Mode" is canceled by the Officer in Charge of Field Operations.

C. Clean-up

Employees returning from a fireground or other work assignment shall be allowed 15 minutes for clean-up.

D. Each employee who is covered by this Agreement shall be given 10 days notice in advance of any change in assignment or of any Departmental decision to change their individual shift (including vacation numbers). Any Departmental decision to change an employee's shift will be based, first, on unit seniority on the shift involved and then on battalion seniority on the shift involved, unless the Department can demonstrate unusual and unforeseen circumstances.

ARTICLE 36: TERMINATION, CHANGE OR AMENDMENT

A. This Agreement shall become effective July 1, 2013 and remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by certified mail no later than January 1 of the year involved. The provisions of Section 8.F.1 shall remain in effect after the expiration of the remainder of this Agreement.

B. If a substantial and material change occurs in the fiscal status of the City of Baltimore's General Fund subsequent to the formation of the current Interest Arbitration Award or Agreement, then in such event the Mayor may require the reopening of the Interest Arbitration Award or Agreement, as to wages only, upon 20-days written notice to the other party. The Mayor's notice shall be noted in the

minutes of the Board of Estimates. Should the parties fail to reach an agreement regarding a change in wages by negotiation, within 20 days following the commencement of negotiation, the parties shall submit the wage adjustment issue to binding interest arbitration, consistent with the procedures set forth in of Baltimore City Charter (As Last Amended by Ch. 624, Acts of 2013), Article II, Section 55(b).

The neutral member of the Board of Arbitration shall be a member of the National Academy of Arbitrators.

The issue submitted to the Board of Arbitration will be whether the Arbitration Award or Agreement must be modified in light of substantial and material changed fiscal circumstances in the City of Baltimore's General Fund which could not reasonably have been expected at the time of the interest arbitration or prior negotiation. The Board of Arbitration shall have the authority to modify the wage component of the Award or Agreement based upon the final and last positions taken by the parties. Any such modification shall only be prospective. The decision of the Board of Arbitration shall be rendered within 30 days of the commencement of the hearing.

This Agreement is signed on the 10th day of October 2013 in Baltimore, Maryland.

MAYOR AND CITY COUNCIL OF BALTIMORE:



Deborah F. Moore-Carter



Jeffrey Segal

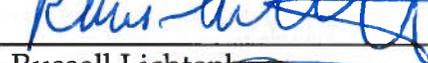
BALTIMORE FIRE FIGHTERS, IAFF LOCAL 734:



Charles R. Hoffman



John Burke, Jr.



Russell Lichtenberg



Shawn Little

John Lorenz



Lori Underwood-Garrett

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Spencer Nichols, Special Assistant City Solicitor

NOTED BY THE BOARD OF ESTIMATES:


Clerk OCT 16 2013 Date

ADDENDUM A: HEALTH AND WELFARE BENEFITS

FROM	NAME & TITLE	Deborah F. Moore-Carter, Labor Commissioner <i>DFMC</i>	CITY of BALTIMORE MEMO 396-4365	
	AGENCY NAME & ADDRESS	OFFICE OF THE LABOR COMMISSIONER 417 EAST FAYETTE STREET, SUITE 1405		
	SUBJECT	HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT		

TO Honorable President and Members of the Board of Estimates

DATE October 31, 2012

Dear Mr. President and Members:

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

Authorization is requested from your Honorable Board to execute the attached negotiated Health and Prescription Drug Plan Agreement between the Mayor and City of Baltimore, Labor Commissioner's Office, Fraternal Order of Police, IAFF, Local 734 Fire Fighters, IAFF, Local 964 Fire Officers, City Union of Baltimore and AFSCME, Council 67 Locals 44, 558 and 2202. The City's obligation to the Managerial and Professional Society is to "meet and confer", but MAPS was invited to participate in the discussions regarding the new health plan structure.

AMOUNT AND SOURCE OF MONEY:

N/A

BACKGROUND AND EXPLANATION:

The Labor Commissioner negotiated a new Health and Prescription Drug Plan Agreement on behalf of the Mayor and City of Baltimore. The attached agreement, which was drafted by attorneys representing the City of Baltimore and the Unions, reflects those terms and conditions agreed to. Effective January 1, 2013, employees will participate in a new health and prescription drug plan structure that offers various plan tiers.

MBE/WBE PARTICIPATION:

N/A

BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable yes no

If not, why: other (Health and Prescription Plan Agreement for City Employees)

BCRF Certification Statement completed and returned to Agency yes no

LABOR COMMISSIONER:

Deborah F. Moore-Carter

Deborah F. Moore-Carter

APPROVED BY THE BOARD OF ESTIMATES:

Kimberly C. Washington
Clerk

NOV 07 2012
Date

NOV 7 2012

DFMC/lap/Health Drug Plan

cc: Kimberly C. Washington

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, MAPS¹ 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:

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.

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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,

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

Committee, including a representative of the Mayoral Administration, and to provide input in that manner before any change is finalized by action of the Board of Estimates.

13. Refunds from Self-Insured Plan: For each plan year, the provider shall prepare a year-end reconciliation, to account for premiums and payments charged to employees and participants and costs incurred to provide benefits. In the event that a refund results from the difference between premiums and payments received from covered employees and participants in excess of plan expenses, any year-end refund shall be retained to fund the City's self-insured health insurance plan, including maintaining proper reserves. Surplus funds may not be applied by the City for any other purpose than the City's medical insurance plans.

14. This Summary of Agreement and referred to Attachments shall be included as an Attachment to the various Unions MOUs.

MAYOR AND CITY OF BALTIMORE

BALTIMORE CITY LODGE NO. 3, FRATERNAL ORDER OF POLICE, INC.

BY: Deborah A. Morse-Carter

BY: 128 Cherry J

DATE: October 25, 2012

DATE: 24 Oct 2012

AFSCME, LOCAL 44

AFSCME, LOCAL 2202

BY: _____

BY: _____

DATE: _____

DATE: _____

AFSCME, LOCAL 558

CITY UNION OF BALTIMORE

BY: _____

BY: Brenda Taylor

DATE: _____

DATE: 10-25-12

APPROVED BY THE BOARD OF ESTIMATES:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 2nd DAY OF November 2012

Bernard Taylor
Date NOV 07 2012 Clerk

Jerry Hill
Assistant City Solicitor

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

BY: *Samuel K. Sen*

DATE: 10/19/12

IAFF LOCAL 734

BY: *[Signature]*

DATE: 10/25/12

IAFF LOCAL 964

BY: *Am. cut*

DATE: 10/17/12

APPROVED BY THE FORM AND LEGAL
SUFFICIENT TIME DAY OF

November 2012

[Signature]
Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES:

Samuel D. Jager
Date NOV 07 2012 Clerk

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Attachment A

Schedule of Standard Plan Design

	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 Maximum¹		
Single	<\$45,000 \$1,000 >\$45,000	<\$45,000 \$2,000 >\$45,000
Family	\$1,500 <\$45,000 \$2,000 >\$45,000 \$3,000	\$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	<\$45,000 \$2,000 >\$45,000
Family	\$1,500 <\$45,000 \$2,000 >\$45,000 \$3,000	\$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)
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	90% (60 days per year)	70% (60 days per year combined)

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.

	Standard Plan Design	
	In Network	Out of Network
(coordinates w/ Medicare)	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 independent facility)	90%	70%
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.

ATTACHMENT B

Schedule of High Option Plan Design

	High Plan Design	
	In Network	Out of Network
Dependent Age	To Age 26	To Age 26
Annual Deductible		
Single	None	None
Family	None	None
Does the deductible count towards the OOP maximum?	N	N
Annual Out of Pocket Maximum		
Employee Pay < \$45,000 - Single		
Employee Pay < \$45,000 - Family	None	\$1,500 (see inpatient)
Employee Pay > \$44,999 - Single		
Employee Pay > \$44,999 - Family		
Network Sharing		
Does the deductible and the OOP cross apply to In-Network and Out-of-Network (Y or N)?	N	N
Inpatient Hospital	Preauthorization Required	Preauthorization Required
Room and Board	100%	\$100 deductible per admission, then plan pays 80% up to \$1,500 OOP limit per admission (Represented) MAPS/Un: \$100/70%/ \$1,500
Other inpatient expenses	100%	80%
Transplants	100%	80% CareFirst: 100% allowed benefit
Inpatient Hospital Mental Health	Preauthorization Required	Preauthorization Required
Room and Board	100%	\$100 deductible per admission, then plan pays 80% up to \$1,500 OOP limit per admission (Represented)

	High Plan Design	
	In Network	Out of Network
Other inpatient expenses	\$10 copay per visit; \$100 allowed benefit MAPS/Un: \$20	MAPS/Un: \$100/70%/\$1,500 80%
Inpatient Hospital Substance Abuse	Preauthorization Required	Preauthorization Required
Room and Board	100%	80%
Other inpatient expenses	100%	80%
Skilled Nursing/Extended Care Facility (coordinates w/ Medicare)	100% UHC: Covered in full when medically necessary with prior approval	80% UHC: 100% allowed benefit
Outpatient Hospital	24 hour nurse line	24 hour nurse line
Emergency room for medical emergency	100%	80%
Emergency room for accidental injury (within 72 hours)	\$50 copay, waived if admitted	\$50 copay, waived if admitted
Outpatient Surgery	100%	80% UHC: 100% allowed benefit
Outpatient Laboratory	100%	80% UHC: 100% allowed benefit
Outpatient Radiology	100%	80%
Physician Services	100%	80%
Inpatient Surgery	100%	80% UHC: 100% allowed benefit
Outpatient Surgery	100%	80%
Maternity	100% UHC: \$5 copay for initial visit to determine pregnancy, then covered in full	80% UHC: \$5 copay for initial visit to determine pregnancy, then 100% allowed benefit Carefirst: \$100 deductible per admission, then plan pays 80% up to \$1,500 OOP limit per admission

	High Plan Design	
	In Network	Out of Network (Represented), or \$100/70%/\$1500 MAPS/Un.
Routine Primary Care Office Visits-Adults	Represented: \$10 MAPS/Un: \$20 UHC: \$5 copay per visit Carefirst: \$10 copay	80%
Routine Primary Care Office Visits-Well Child Care	Represented: \$10 MAPS/Un: \$5 UHC: \$5 copay per visit Carefirst: \$10 copay	80% UHC \$5 copay per visit Carefirst: \$10 then 80% of allowed
Other Primary Care Visits (sickness)	Represented: \$10 MAPS/Un: \$20 UHC: \$5 copay per visit Carefirst: \$10 copay	80% UHC \$5 copay per visit; 100% allowed benefit
Specialist Office Visits	Represented: \$15 MAPS/Un: \$25 UHC \$5 copay per visit	80% UHC \$5 copay per visit; 100% allowed benefit
Inpatient Visits	100%	80%
Outpatient Mental Health Visits Covered the same as Primary Care Visits	Covered the same as Primary Care Visits	Covered the same as Primary Care Visits
Outpatient Radiology (doctor's office or independent facility)	100%	80% UHC: 100% allowed benefit
Outpatient Laboratory (doctor's office or independent facility)	100%	80% UHC: 100% allowed benefit
Allergy or hormone injections by nurse in physician's office	100% UHC: testing covered \$5 copay, Serum covered to a max of \$200/yr Carefirst: Testing 100% allowed benefit; Serum not covered (see Rx)	80% UHC: testing covered \$5 copay, then 100% of allowed benefit; Serum covered to a max of \$200/yr Carefirst: Testing 80% allowed benefit;

	High Plan Design	
	In Network	Out of Network
		Serum not covered (see Rx)
Immunization (Childhood)	Covered at 100%	Covered at 100%
Routine Immunizations	Covered at 100%	Covered at 100%
Physical Therapy (combined physical, speech and occupational therapy)	<p>\$10 copay per visit MAPS/un: 100% for 100 visits per year UHC: \$5 copay per visit; combined max 60 visits per year) Carefirst: MAPS/Unrep: office 100% allowed benefit, precertification required after 10th lifetime visit, limited to 100 combined visits per year.</p> <p>Carefirst: Represented: \$10 copay; office 100% allowed benefit, precertification required after 10th lifetime visit, limited to 100 combined visits per year.</p>	<p>\$100 deductible per admission, then plan pays 80% up to \$1,500 COOP limit per admission MAPS/Un: \$100/70%/\$1,500 UHC: \$5 copay per visit, then 100% allowed benefit; combined max 60 visits per year) Carefirst: MAPS/Unrep: office 80% allowed benefit, precertification required after 10th lifetime visit, limited to 100 combined visits per year.</p> <p>Carefirst: Represented: \$10 copay; office 100% allowed benefit, precertification required after 10th lifetime visit, limited to 100 combined visits per year</p>
Home Health Care	100%	100%
Durable Medical Expenses	Subject to deductible and coinsurance UHC: covered in full; pre-authorization required	Subject to deductible and coinsurance UHC: 100% allowed benefit; pre-authorization required
Chiropractic Treatment (12 visits/manips per yr)	100%	100%
Eye Wear	Not covered	Not covered
Invitro Fertilization (IVF)	CareFirst - 100% allowed benefit*; \$12,000 maximum lifetime. Pre-Authorization Required	CareFirst - 100% allowed benefit*; \$12,000 maximum lifetime. Pre-Authorization Required

	High Plan Design	
	In Network	Out of Network
	UHC - 100% Allowable Charges; \$100,000 Lifetime maximum; up to 3 attempts per Life birth	UHC - 100% Allowable Benefits; \$100,000 Lifetime maximum; up to 3 attempts per Life birth
Hearing Exams	100%	80%
Prescription Drug	Prior authorization required for certain drugs	
Deductible	N/A	
	Represented	MAPS & Unrepresented
Retail - Generic	\$10	\$15
Retail - Preferred Brand	\$20	\$30
Retail - Non-Preferred Brand & Specialty	\$30	\$40
Mail - Generic	\$15	\$20
Mail - Preferred Brand	\$25	\$40
Retail - Non-Preferred Brand & Specialty	\$35	\$60
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

ATTACHMENT C
City of Baltimore Contract Period 1/1/2013 to 12/31/2013
2012 Vs. 2013 Active Rate Comparison

I. Actives - CareFirst PPO High

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 Total EE Bi-Weekly Contrib
Employee	\$536.37	\$198.05	\$49.51	\$7.00	\$56.51	\$684.36	\$228.54	\$87.32
Employee plus Child	\$1,039.08	\$383.66	\$95.92	\$7.00	\$102.92	\$1,326.33	\$442.87	\$169.29
Employee plus Spouse/Domestic Partner	\$1,197.43	\$442.13	\$110.53	\$7.00	\$117.53	\$1,528.35	\$510.33	\$195.06
Employee and Family	\$1,304.85	\$481.79	\$120.45	\$7.00	\$127.45	\$1,684.03	\$555.80	\$212.21

II. Actives - CareFirst PPO Standard

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$536.37	\$198.05	\$49.51	\$7.00	\$56.51	\$824.51	\$228.54	\$59.69
Employee plus Child	\$1,039.08	\$383.66	\$95.92	\$7.00	\$102.92	\$1,210.17	\$442.87	\$115.67
Employee plus Spouse/Domestic Partner	\$1,197.43	\$442.13	\$110.53	\$7.00	\$117.53	\$1,394.52	\$510.33	\$133.29
Employee and Family	\$1,304.85	\$481.79	\$120.45	\$7.00	\$127.45	\$1,518.79	\$555.80	\$145.17

III. Actives - UHC POS High

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$498.42	\$184.03	\$46.01	\$7.00	\$53.01	\$635.41	\$203.77	\$89.49
Employee plus Child	\$946.97	\$349.65	\$87.41	\$7.00	\$94.41	\$1,211.31	\$388.52	\$170.55
Employee plus Spouse/Domestic Partner	\$1,046.71	\$386.48	\$96.62	\$7.00	\$103.62	\$1,347.89	\$432.43	\$189.67
Employee and Family	\$1,495.24	\$552.09	\$138.02	\$7.00	\$145.02	\$1,849.43	\$592.41	\$261.17

IV. Actives - UHC POS Standard

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$498.42	\$184.03	\$46.01	\$7.00	\$53.01	\$557.43	\$203.77	\$53.60
Employee plus Child	\$946.97	\$349.65	\$87.41	\$7.00	\$94.41	\$1,062.98	\$388.52	\$102.09
Employee plus Spouse/Domestic Partner	\$1,046.71	\$386.48	\$96.62	\$7.00	\$103.62	\$1,183.54	\$432.42	\$113.82
Employee and Family	\$1,495.24	\$552.09	\$138.02	\$7.00	\$145.02	\$1,617.94	\$592.41	\$154.32

V. Actives - Aetna PPO High

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$492.53	\$181.85	\$45.46	\$7.00	\$52.46	\$616.50	\$200.98	\$83.55
Employee plus Child	\$972.58	\$359.10	\$89.78	\$7.00	\$96.78	\$1,214.05	\$395.79	\$164.64
Employee plus Spouse/Domestic Partner	\$1,076.39	\$397.44	\$99.36	\$7.00	\$106.36	\$1,352.35	\$440.93	\$183.23
Employee and Family	\$1,513.71	\$558.91	\$139.73	\$7.00	\$146.73	\$1,829.93	\$596.40	\$248.19

VI. Actives - Aetna PPO Standard

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$492.53	\$181.85	\$45.46	\$7.00	\$52.46	\$549.89	\$200.98	\$52.80
Employee plus Child	\$972.58	\$359.10	\$89.78	\$7.00	\$96.78	\$1,082.66	\$395.79	\$103.90
Employee plus Spouse/Domestic Partner	\$1,076.39	\$397.44	\$99.36	\$7.00	\$106.36	\$1,206.57	\$440.93	\$115.94
Employee and Family	\$1,513.71	\$558.91	\$139.73	\$7.00	\$146.73	\$1,628.73	\$596.40	\$155.32

VII. Actives - Kaiser HMO

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$391.71	\$182.71	\$18.08	\$7.00	\$25.08	\$506.19	\$204.10	\$29.52
Employee plus Child	\$744.26	\$309.16	\$34.35	\$7.00	\$41.35	\$965.83	\$389.24	\$66.53
Employee plus Spouse/Domestic Partner	\$822.60	\$341.89	\$37.97	\$7.00	\$44.97	\$1,076.49	\$433.39	\$83.45
Employee and Family	\$1,175.14	\$488.13	\$54.24	\$7.00	\$61.24	\$1,461.79	\$592.27	\$82.41

VIII. Actives - UHC HMO

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$505.99	\$210.18	\$23.35	\$7.00	\$30.35	\$643.56	\$261.17	\$35.86
Employee plus Child	\$919.35	\$381.89	\$42.43	\$7.00	\$49.43	\$1,181.59	\$478.87	\$66.49
Employee plus Spouse/Domestic Partner	\$1,008.75	\$419.02	\$46.55	\$7.00	\$53.55	\$1,307.04	\$529.16	\$74.09
Employee and Family	\$1,151.95	\$478.50	\$53.16	\$7.00	\$60.16	\$1,480.04	\$599.85	\$83.25

IX. Actives - Aetna HMO

Rate Tier	2012 Med Only Full Premium	2012 City Bi-Weekly Contrib	2012 EE Bi-Weekly Contrib	2012 EE Bi-Weekly Rx Contrib	2012 Total EE Bi-Weekly	2013 Med/Rx Full Premium	2013 City Bi-Weekly Contrib	2013 EE Bi-Weekly Contrib
Employee	\$492.44	\$204.55	\$22.73	\$7.00	\$29.73	\$592.54	\$239.97	\$33.50
Employee plus Child	\$899.23	\$373.53	\$41.50	\$7.00	\$48.50	\$1,093.40	\$442.23	\$62.42
Employee plus Spouse/Domestic Partner	\$986.71	\$409.86	\$45.54	\$7.00	\$52.54	\$1,210.30	\$488.97	\$69.62
Employee and Family	\$1,126.85	\$468.07	\$52.00	\$7.00	\$59.00	\$1,369.64	\$553.99	\$78.15

Note:

1) Rx plan is non-contributory for 2012, therefore the 2012 rates are Medical only

**Addendum B
Salary Schedule
Fire Fighters, Local 734**

Effective 07/01/13

	Grade	Full	Full	Exp	Exp	Max	Max	L-1	L-1	L2-3	L2-3	L4-5	L4-5
		Perf	Perf	Level	Level	Level	Level	1%	1%	3.5%	3.5%	4.0%	5.0%
RANK													
EFFECTIVE >>>		FY 2013	7/1/2013										
			FY 2014										
EMT Firefighter	311	34,146	34,829	40,650	41,463	54,567	55,658	546	557	1,910	1,948	2,183	2,783
Fire Fighter Paramedic	312	35,148	35,851	40,651	41,464	56,094	57,216	561	572	1,963	2,003	2,244	2,861
Fire Dispatcher	314	37,761	38,516	39,121	39,903	45,432	46,341	454	463	1,590	1,622	1,817	2,317
Sworn Fire Fighter/Paramedic	316	36,883	37,621	42,881	43,739	58,902	60,080	589	601	2,062	2,103	2,356	3,004
Paramedic	317	36,883	37,621	42,881	43,739	58,902	60,080	589	601	2,062	2,103	2,356	3,004
Fire Emergency Vehicle Driver	324	34,532	35,223	40,184	40,988	55,809	56,925	558	569	1,953	1,992	2,232	2,846
Fire Prevention Inspector II	325	40,504	41,314	46,303	47,229	62,203	63,447	622	634	2,177	2,221	2,488	3,172
Firefighter	334	33,659	34,332	39,161	39,944	54,567	55,658	546	557	1,910	1,948	2,183	2,783
Fire Emergency Boat Operator / PO	335	34,776	35,472	40,463	41,272	56,148	57,271	561	573	1,965	2,004	2,246	2,864
Fire Prevention Specialist / FOA	336	35,990	36,710	41,883	42,721	57,883	59,041	579	590	2,026	2,066	2,315	2,952
Fire Apparatus Coordinator	337	38,947	39,726	45,329	46,236	59,590	60,782	596	608	2,086	2,127	2,384	3,039
Fire Emergency Vehicle Operator, ALS	352	35,148	35,851	40,651	41,464	56,094	57,216	561	572	1,963	2,003	2,244	2,861
Boat / Pump Operator, ALS	345	36,022	36,742	41,674	42,507	57,334	58,481	573	585	2,007	2,047	2,293	2,924
Fire Boat Operator, ALS	355	36,266	36,991	41,954	42,793	57,674	58,827	577	588	2,019	2,059	2,307	2,941
Paramedic Firefighter, ALS	357	37,479	38,229	43,373	44,240	59,408	60,596	594	606	2,079	2,121	2,376	3,030
Fire Prev. Insp. I, EMT-1, ALS	359	38,372	39,139	44,370	45,257	60,429	61,638	604	616	2,115	2,157	2,417	3,082
Marine/Boat Engr. EMT-P, ALS	364	39,251	40,036	40,611	41,423	46,959	47,898	470	479	1,644	1,676	1,878	2,395
	365	40,436	41,245	46,818	47,754	60,080	61,282	601	613	2,103	2,145	2,403	3,064
	366	40,437	41,246	46,818	47,754	61,116	62,338	611	623	2,139	2,182	2,445	3,117
	367	41,993	42,833	47,792	48,748	63,692	64,966	637	650	2,229	2,274	2,548	3,248
	368	41,992	42,832	47,792	48,748	63,174	64,437	632	644	2,211	2,256	2,527	3,222

FF 734 FY 2014

Addendum B
Salary Schedule
Fire Fighters, Local 734

Effective 01/01/14 Shift Work

	Grade	Full	Full	Exp	Exp	Max	Max		L-1	L2-3	L4-5
		Perf	Perf	Level	Level	Level	Level		1%	3.5%	5.0%
RANK											
EFFECTIVE >>>		7/1/2013	1/1/2014	7/1/2013	1/1/2014	7/1/2013	1/1/2014		1/1/2014	1/1/2014	1/1/2014
			FY 2014		FY 2014		FY 2014		FY 2014	FY 2014	FY 2014
EMT Firefighter	311	34,829	39,879	41,463	47,475	55,658	63,728		637	2,230	3,186
Fire Fighter Paramedic	312	35,851	41,049	41,464	47,476	57,216	65,512		655	2,293	3,276
Sworn Fire Fighter/Paramedic	316	37,621	43,076	43,739	50,081	60,080	68,792		688	2,408	3,440
Fire Emergency Vehicle Driver	324	35,223	40,330	40,988	46,931	56,925	65,179		652	2,281	3,259
Firefighter	334	34,332	39,310	39,944	45,736	55,658	63,728		637	2,230	3,186
Fire Emergency Boat Operator / PO	335	35,472	40,615	41,272	47,256	57,271	65,575		656	2,295	3,279
FOA	336	36,710	42,033	42,721	48,916	59,041	67,602		676	2,366	3,380
Fire Emergency Vehicle Driver, ALS	354	35,851	41,049	41,464	47,476	57,216	65,512		655	2,293	3,276
Pump Operator, ALS	355	36,742	42,070	42,507	48,671	58,481	66,961		670	2,344	3,348
Fire Boat Operator, ALS	355	36,991	42,355	42,793	48,998	58,827	67,357		674	2,357	3,368
Paramedic Firefighter, ALS	357	38,229	43,772	44,240	50,655	60,596	69,382		694	2,428	3,469
Marine/Boat Engr. EMT-P, ALS	364	40,036	45,841	41,423	47,429	47,898	54,843		548	1,920	2,742

FF 734 FY 2014

**Addendum B
Salary Schedule
Fire Fighters, Local 734**

Effective 01/01/14 EMS/Daywork

	Grade	Full	Full	Exp	Exp	Max	Max		L-1	L2-3	L4-5
		Perf	Perf	Level	Level	Level	Level		1%	3.5%	5.0%
RANK											
EFFECTIVE >>>		FY 2013	1/1/2014	FY 2013	7/1/2013	FY 2013	1/1/2014		1/1/2014	1/1/2014	1/1/2014
			FY 2014		FY 2014		FY 2014		FY 2014	FY 2014	FY 2014
EMT Firefighter		34,829	36,222	41,463	43,122	55,658	57,884		579	2,026	2,894
Fire Fighter Paramedic		35,851	37,285	41,464	43,123	57,216	59,505		595	2,083	2,975
Fire Dispatcher	314	38,516	40,057	39,903	41,499	46,341	48,195		482	1,687	2,410
Paramedic	317	37,621	39,126	43,739	45,489	60,080	62,483		625	2,187	3,124
Fire Emergency Vehicle Driver NS		35,223	36,632	40,988	42,628	56,925	59,202		592	2,072	2,960
Fire Prevention Inspector II	325	41,314	42,967	47,229	49,118	63,447	65,985		660	2,309	3,299
Firefighter		34,332	35,705	39,944	41,542	55,658	57,884		579	2,026	2,894
Pump Operator		35,472	36,891	41,272	42,923	57,271	59,562		596	2,085	2,978
Fire Prevention Specialist / FOA	336	36,710	38,178	42,721	44,430	59,041	61,403		614	2,149	3,070
Fire Apparatus Coordinator	337	39,726	41,315	46,236	48,085	60,782	63,213		632	2,212	3,161
Fire Emergency Vehicle Operator, ALS		35,851	37,285	41,464	43,123	57,216	59,505		595	2,083	2,975
Pump Operator, ALS		41,674	43,341	42,507	44,207	58,481	60,820		608	2,129	3,041
Fire Boat Operator, ALS	355	36,991	38,471	42,793	44,505	58,827	61,180		612	2,141	3,059
Paramedic Firefighter, ALS	357	38,229	39,758	44,240	46,010	60,596	63,020		630	2,206	3,151
Fire Prev. Insp. I, EMT-1, ALS	337	39,139	40,705	44,257	46,027	61,638	64,104		641	2,244	3,205
Marine/Boat Engr. EMT-P, ALS	364	40,036	41,637	41,423	43,080	47,898	49,814		498	1,743	2,491
	365	41,245	42,895	47,754	49,664	61,282	63,733		637	2,231	3,187
	366	41,246	42,896	47,754	49,664	62,338	64,832		648	2,269	3,242
	367	42,833	44,546	48,748	50,698	64,966	67,565		676	2,365	3,378
	368	42,832	44,545	49,723	51,712	64,437	67,014		670	2,346	3,351

FF 734 FY 2014

**ADDENDUM C:
WORK SCHEDULES
C-1: 10/14 Schedule**

March 2013 - October 2013

	Mar	2013	Apr	2013	May	2013	Jun	2013	Jul	2013	Aug	2013	Sep	2013	Oct	2013
	D	N	D	N	D	N	D	N	D	N	D	N	D	N	D	N
S																
M																
T																
W																
T																
F	1	C2	A2													
S	2	C2	A2													
S	3	B2	C2	7	D6	B6	8	C4	A4	2	D1	B1	7	C6	A6	4
M	4	B2	C2	8	A1	D6	8	B4	C4	3	A2	D1	8	C6	A6	5
T	5	D2	B2	9	A1	D6	7	B4	C4	4	A2	D1	9	B6	C6	6
W	6	D2	B2	10	C1	A1	8	D4	B4	5	C2	A2	10	B6	C6	7
T	7	A3	D2	11	C1	A1	9	D4	B4	6	C2	A2	11	D6	B6	8
F	8	A3	D2	12	B1	C1	10	A5	D4	7	B2	C2	12	D6	B6	9
S	9	C3	A3	13	B1	C1	11	A5	D4	8	B2	C2	13	A1	D6	10
S	10	C3	A3	14	D1	B1	12	C5	A5	9	D2	B2	14	A1	D6	11
M	11	B3	C3	15	D1	B1	13	C5	A5	10	D2	B2	15	C1	A1	12
T	12	B3	C3	16	A2	D1	14	B5	C5	11	A3	D2	16	C1	A1	13
W	13	D3	B3	17	A2	D1	15	B5	C5	12	A3	D2	17	B1	C1	14
T	14	D3	B3	18	C2	A2	16	D5	B5	13	C3	A3	18	B1	C1	15
F	15	A4	D3	19	C2	A2	17	D5	B5	14	C3	A3	19	D1	B1	16
S	16	A4	D3	20	B2	C2	18	A6	D5	15	B3	C3	20	D1	B1	17
S	17	C4	A4	21	B2	C2	19	A6	D5	16	B3	C3	21	A2	D1	18
M	18	C4	A4	22	D2	B2	20	C6	A6	17	D3	B3	22	A2	D1	19
T	19	B4	C4	23	D2	B2	21	C6	A6	18	D3	B3	23	C2	A2	20
W	20	B4	C4	24	A3	D2	22	B6	C6	19	A4	D3	24	C2	A2	21
T	21	D4	B4	25	A3	D2	23	B6	C6	20	A4	D3	25	B2	C2	22
F	22	D4	B4	26	C3	A3	24	D6	B6	21	C4	A4	26	B2	C2	23
S	23	A5	D4	27	C3	A3	25	D6	B6	22	C4	A4	27	D2	B2	24
S	24	A5	D4	28	B3	C3	26	A1	D6	23	B4	C4	28	D2	B2	25
M	25	C5	A5	29	B3	C3	27	A1	D6	24	B4	C4	29	A3	D2	26
T	26	C5	A5	30	D3	B3	28	C1	A1	25	D4	B4	30	A3	D2	27
W	27	B5	C5				29	C1	A1	26	D4	B4	31	C3	A3	28
T	28	B5	C5				30	B1	C1	27	A5	D4				29
F	29	D5	B5				31	B1	C1	28	A5	D4				30
S	30	D5	B5							29	C5	A5				31
S	31	A6	D5							30	C5	A5				
M																

November 2013 - June 2014

	Nov	2013	Dec	2013	Jan	2014	Feb	2014	Mar	2014	Apr	2014	May	2014	Jun	2014							
S			1	B6	C6										1	C5	A5						
M			2	D6	B6										2	B5	C5						
T			3	D6	B6										3	B5	C5						
W			4	A1	D6	1	B4	C4			1	D3	B3		4	D5	B5						
T			5	A1	D6	2	B4	C4			2	D3	B3		5	D5	B5						
F	1	D2	6	C1	A1	3	D4	B4			3	A4	D3	1	B1	C1	5						
S	2	A3	7	C1	A1	4	D4	B4	1	C2	A2	1	D5	B5	5	A4	D3	6	A6	D5	D5		
S	3	A3	8	B1	C1	5	A5	D4	2	B2	C2	2	A6	D5	6	C4	A4	4	D1	B1	8	C8	A6
M	4	C3	9	B1	C1	6	A5	D4	3	B2	C2	3	A6	D5	7	B4	C4	5	A2	D1	9	C6	A6
T	5	C3	10	D1	B1	7	C5	A5	4	D2	B2	4	C6	A6	8	B4	C4	6	A2	D1	10	B6	C6
W	6	B3	11	D1	B1	8	C5	A5	5	D2	B2	5	C6	A6	9	D4	B4	7	C2	A2	11	B6	C6
T	7	B3	12	A2	D1	9	B5	C5	6	A3	D2	6	B6	C6	10	D4	B4	8	C2	A2	12	D6	B6
F	8	D3	13	A2	D1	10	B5	C5	7	A3	D2	7	B6	C6	11	A5	D4	9	B2	C2	13	D6	B6
S	9	D3	14	C2	A2	11	D5	B5	8	C3	A3	8	D6	B6	12	A5	D4	10	B2	C2	14	A1	D6
S	10	A4	15	C2	A2	12	D5	B5	9	C3	A3	9	D6	B6	13	C5	A5	11	D2	B2	15	A1	D6
M	11	A4	16	B2	C2	13	A6	D5	10	B3	C3	10	A1	D6	14	C5	A5	12	D2	B2	16	C1	A1
T	12	C4	17	B2	C2	14	A6	D5	11	B3	C3	11	A1	D6	15	B5	C5	13	A3	D2	17	C1	A1
W	13	C4	18	D2	B2	15	C6	A6	12	D3	B3	12	C1	A1	16	B5	C5	14	A3	D2	18	B1	C1
T	14	B4	19	D2	B2	16	C6	A6	13	D3	B3	13	C1	A1	17	D5	B5	15	C3	A3	19	B1	C1
F	15	B4	20	A3	D2	17	B6	C6	14	A4	D3	14	B1	C1	18	D5	B5	16	C3	A3	20	D1	B1
S	16	D4	21	A3	D2	18	B6	C6	15	A4	D3	15	B1	C1	19	A6	D5	17	B3	C3	21	D1	B1
S	17	D4	22	C3	A3	19	D6	B6	16	C4	A4	16	D1	B1	20	A6	D5	18	B3	C3	22	A2	D1
M	18	A5	23	C3	A3	20	D6	B6	17	C4	A4	17	D1	B1	21	C6	A6	19	D3	B3	23	A2	D1
T	19	A5	24	B3	C3	21	A1	D6	18	B4	C4	18	A2	D1	22	C6	A6	20	D3	B3	24	C2	A2
W	20	C5	25	B3	C3	22	A1	D6	19	B4	C4	19	A2	D1	23	B6	C6	21	A4	D3	25	C2	A2
T	21	C5	26	D3	B3	23	C1	A1	20	D4	B4	20	C2	A2	24	B6	C6	22	A4	D3	26	B2	C2
F	22	B5	27	D3	B3	24	C1	A1	21	D4	B4	21	C2	A2	25	D6	B6	23	C4	A4	27	B2	C2
S	23	B5	28	A4	D3	25	B1	C1	22	A5	D4	22	B2	C2	26	D6	B6	24	C4	A4	28	D2	B2
S	24	D5	29	A4	D3	26	B1	C1	23	A5	D4	23	B2	C2	27	A1	D6	25	B4	C4	29	D2	B2
M	25	D5	30	C4	A4	27	D1	B1	24	C5	A5	24	D2	B2	28	A1	D6	26	B4	C4	30	A3	D2
T	26	A6	31	C4	A4	28	D1	B1	25	C5	A5	25	D2	B2	29	C1	A1	27	D4	B4			
W	27	A6				29	A2	D1	26	B5	C5	26	A3	D2	30	C1	A1	28	D4	B4			
T	28	C6				30	A2	D1	27	B5	C5	27	A3	D2				29	A5	D4			
F	29	C6				31	C2	A2	28	D5	B5	28	C3	A3				30	A5	D4			
S	30	B6							29	D5	B5	29	C3	A3				31	C5	A5			
S									30	B3	C3												
M									31	B3	C3												

March 2014 - October 2014

	Mar	2014	Apr	2014	May	2014	Jun	2014	Jul	2014	Aug	2014	Sep	2014	Oct	2014
	D	N	D	N	D	N	D	N	D	N	D	N	D	N	D	N
S							1	C5	A5							
M							2	B5	C5				1	D4	B4	
T			1	D3	B3		3	B5	C5	1	A3	D2	2	A5	D4	
W			2	D3	B3		4	D5	B5	2	C3	A3	3	A5	D4	1
T			3	A4	D3	1	5	D5	B5	3	C3	A3	4	C5	A5	2
F			4	A4	D3	2	6	A6	D5	4	B3	C3	5	C5	A5	3
S	1	D5	5	C4	A4	3	7	A6	D5	5	B3	C3	6	B5	C5	4
S	2	A6	6	C4	A4	4	8	C6	A6	6	D3	B3	7	B6	C6	5
M	3	A6	7	B4	C4	5	9	C6	A6	7	D3	B3	8	D5	B5	6
T	4	C6	8	B4	C4	6	10	B6	C6	8	A4	D3	9	D5	B5	7
W	5	C6	9	D4	B4	7	11	B6	C6	9	A4	D3	10	A6	D5	8
T	6	B6	10	D4	B4	8	12	D6	B6	10	C4	A4	11	A6	D5	9
F	7	B6	11	A5	D4	9	13	D6	B6	11	C4	A4	12	C6	A6	10
S	8	D6	12	A5	D4	10	14	A1	D6	12	B4	C4	13	C6	A6	11
S	9	D6	13	C5	A5	11	15	A1	D6	13	B4	C4	14	B6	C6	12
M	10	A1	14	C5	A5	12	16	C1	A1	14	D4	B4	15	B6	C6	13
T	11	A1	15	B5	C5	13	17	C1	A1	15	D4	B4	16	D6	B6	14
W	12	C1	16	B5	C5	14	18	B1	C1	16	A5	D4	17	D6	B6	15
T	13	C1	17	D5	B5	15	19	B1	C1	17	A5	D4	18	A1	D6	16
F	14	B1	18	D5	B5	16	20	D1	B1	18	C5	A5	19	A1	D6	17
S	15	B1	19	A6	D5	17	21	D1	B1	19	C5	A5	20	C1	A1	18
S	16	D1	20	A6	D5	18	22	A2	D1	20	B5	C5	21	C1	A1	19
M	17	D1	21	C6	A6	19	23	A2	D1	21	B5	C5	22	B1	C1	20
T	18	A2	22	C6	A6	20	24	C2	A2	22	D5	B5	23	B1	C1	21
W	19	A2	23	B6	C6	21	25	C2	A2	23	D5	B5	24	D1	B1	22
T	20	C2	24	B6	C6	22	26	B2	C2	24	A6	D5	25	D1	B1	23
F	21	C2	25	D6	B6	23	27	B2	C2	25	A6	D5	26	A2	D1	24
S	22	B2	26	D6	B6	24	28	D2	B2	26	C6	A6	27	A2	D1	25
S	23	B2	27	A1	D6	25	29	D2	B2	27	C6	A6	28	C2	A2	26
M	24	D2	28	A1	D6	26	30	A3	D2	28	B6	C6	29	C2	A2	27
T	25	D2	29	C1	A1	27				29	B6	C6	30	B2	A2	28
W	26	A3	30	C1	A1	28				30	D6	B6				29
T	27	A3				29				31	D6	B6				30
F	28	C3				30										31
S	29	C3				31										
S	30	B3	C3								31	D4	B4			
M	31	B3	C3													

November 2014 - June 2015

	Nov	2014	Dec	2014	Jan	2015	Feb	2015	Mar	2015	Apr	2015	May	2015	Jun	2015
S							1	A6	D5	1	B3	C3				
M			1	C4	A4		2	A6	D5	2	B3	C3			1	A3
T			2	C4	A4		3	C6	A6	3	D3	B3			2	A3
W			3	B4	C4		4	C6	A6	4	D3	B3	1	C1	A1	3
T			4	B4	C4	1	A2	D1	5	B6	C6	5	A4	D3	2	B1
F			5	D4	B4	2	C2	A2	6	B6	C6	6	A4	D3	3	B1
S	1	B6	6	D4	B4	3	C2	A2	7	D6	B6	7	C4	A4	4	D1
S	2	B6	7	A5	D4	4	B2	C2	8	D6	B6	8	C4	A4	5	D1
M	3	D6	8	A5	D4	5	B2	C2	9	A1	D6	9	B4	C4	6	A2
T	4	D6	9	C5	A5	6	D2	B2	10	A1	D6	10	B4	C4	7	A2
W	5	A1	10	C5	A5	7	D2	B2	11	C1	A1	11	D4	B4	8	C2
T	6	A1	11	B5	C5	8	A3	D2	12	C1	A1	12	D4	B4	9	C2
F	7	C1	12	B5	C5	9	A3	D2	13	B1	C1	13	A5	D4	10	B2
S	8	C1	13	D5	B5	10	C3	A3	14	B1	C1	14	A5	D4	11	B2
S	9	B1	14	D5	B5	11	C3	A3	15	D1	B1	15	C5	A5	12	D2
M	10	B1	15	A6	D5	12	B3	C3	16	D1	B1	16	C5	A5	13	D2
T	11	D1	16	A6	D5	13	B3	C3	17	A2	D1	17	B5	C5	14	A3
W	12	D1	17	C6	A6	14	D3	B3	18	A2	D1	18	B5	C5	15	A3
T	13	A2	18	C6	A6	15	D3	B3	19	C2	A2	19	D5	B5	16	C3
F	14	A2	19	B6	C6	16	A4	D3	20	C2	A2	20	D5	B5	17	C3
S	15	C2	20	B6	C6	17	A4	D3	21	B2	C2	21	A6	D5	18	B3
S	16	C2	21	D6	B6	18	C4	A4	22	B2	C2	22	A6	D5	19	B3
M	17	B2	22	D6	B6	19	C4	A4	23	D2	B2	23	C6	A6	20	D3
T	18	B2	23	A1	D6	20	B4	C4	24	D2	B2	24	C6	A6	21	D3
W	19	D2	24	A1	D6	21	B4	C4	25	A3	D2	25	B6	C6	22	A4
T	20	D2	25	C1	A1	22	D4	B4	26	A3	D2	26	B6	C6	23	A4
F	21	A3	26	C1	A1	23	D4	B4	27	C3	A3	27	D6	B6	24	C4
S	22	A3	27	B1	C1	24	A5	D4	28	C3	A3	28	D6	B6	25	C4
S	23	C3	28	B1	C1	25	A5	D4	29			29	A1	D6	26	B4
M	24	C3	29	D1	B1	26	C5	A5	30	A1	D6	30	A1	D6	27	B4
T	25	B3	30	D1	B1	27	C5	A5	31	C1	A1	31	A1	D6	28	D4
W	26	B3	31	A2	D1	28	B5	C5				29	A1	D6	29	D4
T	27	D3				29	B5	C5				30	A5	D4	30	A5
F	28	D3				30	D5	B5				31			31	
S	29	A4				31	D5	B5								
S	30	A4													31	D2
M																B2

March 2015 - October 2015

	Mar D	2015 N	Apr D	2015 N	May D	2015 N	Jun D	2015 N	Jul D	2015 N	Aug D	2015 N	Sep D	2015 N	Oct D	2015 N	
S	1	B3	C3														
M	2	B3	C3				1	A3	D2								
T	3	D3	B3				2	A3	D2				1	B2	C2		
W	4	D3	B3	1	C1	A1		3	C3	A3	1	D6	B6				
T	5	A4	D3	2	B1	C1		4	C3	A3	2	D6	B6				
F	6	A4	D3	3	B1	C1	1	A5	D4	B3	3	A1	D6				
S	7	C4	A4	4	D1	B1	2	C5	A5	B3	4	A1	D6	1	B4	C4	
S	8	C4	A4	5	D1	B1	3	C5	A5	D3	B3	5	C1	A1	2	D4	B4
M	9	B4	C4	6	A2	D1	4	B5	C5	D3	B3	6	C1	A1	3	D4	B4
T	10	B4	C4	7	A2	D1	5	B5	C5	D3	B3	7	B1	C1	4	A5	D4
W	11	D4	B4	8	C2	A2	6	D5	B5	D3	B3	8	B1	C1	5	A5	D4
T	12	D4	B4	9	C2	A2	7	D5	B5	A4	A4	9	D1	B1	6	C5	A5
F	13	A5	D4	10	B2	C2	8	A6	D5	C4	A4	10	D1	B1	7	C5	A5
S	14	A5	D4	11	B2	C2	9	A6	D5	B4	C4	11	A2	D1	8	B5	C5
S	15	C5	A5	12	D2	B2	10	C6	A6	B4	C4	12	A2	D1	9	B5	C5
M	16	C5	A5	13	D2	B2	11	C6	A6	D4	B4	13	C2	A2	10	D5	B5
T	17	B5	C5	14	A3	D2	12	B6	C6	D4	B4	14	C2	A2	11	D5	B5
W	18	B5	C5	15	A3	D2	13	B6	C6	A5	D4	15	B2	C2	12	A6	D5
T	19	D5	B5	16	C3	A3	14	D6	B6	A5	D4	16	B2	C2	13	A6	D5
F	20	D5	B5	17	C3	A3	15	D6	B6	C5	A5	17	D2	B2	14	C6	A6
S	21	A6	D5	18	B3	C3	16	A1	D6	C5	A5	18	D2	B2	15	C6	A6
S	22	A6	D5	19	B3	C3	17	A1	D6	B5	C5	19	A3	D2	16	B6	C6
M	23	C6	A6	20	D3	B3	18	C1	A1	B5	C5	20	A3	D2	17	B6	C6
T	24	C6	A6	21	D3	B3	19	C1	A1	D5	B5	21	C3	A3	18	D6	B6
W	25	B6	C6	22	A4	D3	20	B1	C1	D5	B5	22	C3	A3	19	D6	B6
T	26	B6	C6	23	A4	D3	21	B1	C1	A6	D5	23	B3	C3	20	A1	D6
F	27	D6	B6	24	C4	A4	22	D1	B1	A6	D5	24	B3	C3	21	A1	D6
S	28	D6	B6	25	C4	A4	23	D1	B1	C6	A6	25	D3	B3	22	C1	A1
S	29	A1	D6	26	B4	C4	24	A2	D1	A6	D5	26	D3	B3	23	C1	A1
M	30	A1	D6	27	B4	C4	25	A2	D1	B6	C6	27	A4	D3	24	B1	C1
T	31	C1	A1	28	D4	B4	26	C2	A2	B6	C6	28	A4	D3	25	B1	C1
W				29	D4	B4	27	C2	A2			29	C4	A4	26	D1	B1
T				30	A5	D4	28	B2	C2			30	C4	A4	27	D1	B1
F				29	B2	C2	29	B2	C2			31	B4	C4	28	A2	D1
S				30	D2	B2	30	D2	B2						29	A2	D1
S				31	D2	B2						30	C2	A2			
M												31	C2	A2			

November 2015 - June 2016

		Nov	2015	Dec	2015	Jan	2016	Feb	2016	Mar	2016	Apr	2016	May	2016	Jun	2016	
S	1	A4	D3											1	D2	B2		
M	2	C4	A4					1	B3	C3				2	A3	D2		
T	3	C4	A4	1	D1	B1		2	D3	B3	1	C1	A1	3	A3	D2		
W	4	B4	C4	2	A2	D1		3	D3	B3	2	C1	A1	4	C3	A3	1 D6 B6	
T	5	B4	C4	3	A2	D1		4	A4	D3	3	B1	C1	5	C3	A3	2 D6 B6	
F	6	D4	B4	4	C2	A2	1	D5	B5	5	A4	D3	4	B1	C1	6	B3 C3 3 A1 D6	
S	7	D4	B4	5	C2	A2	2	D5	B5	6	C4	A4	5	D1	B1	7	B3 C3 4 A1 D6	
S	8	A5	D4	6	B2	C2	3	A6	D5	7	C4	A4	6	D1	B1	8	C5 A5 8 D3 B3 5 C1 A1	
M	9	A5	D4	7	B2	C2	4	A6	D5	8	B4	C4	7	A2	D1	9	B5 C5 9 D3 B3 6 C1 A1	
T	10	C5	A5	8	D2	B2	5	C6	A6	9	B4	C4	8	A2	D1	10	B5 C5 10 A4 D3 7 B1 C1	
W	11	C5	A5	9	D2	B2	6	C6	A6	10	D4	B4	9	C2	A2	11	D5 B5 11 A4 D3 8 B1 C1	
T	12	B5	C5	10	A3	D2	7	B6	C6	11	D4	B4	10	C2	A2	12	D5 B5 12 C4 A4 9 D1 B1	
F	13	B5	C5	11	A3	D2	8	B6	C6	12	A5	D4	11	B2	C2	13	A6 D5 13 C4 A4 10 D1 B1	
S	14	D5	B5	12	C3	A3	9	D6	B6	13	A5	D4	12	B2	C2	14	A6 D5 14 B4 C4 11 A2 D1	
S	15	D5	B5	13	C3	A3	10	D6	B6	14	C5	A5	13	D2	B2	15	C6 A6 15 B4 C4 12 A2 D1	
M	16	A6	D5	14	B3	C3	11	A1	D6	15	C5	A5	14	D2	B2	16	C6 A6 16 D4 B4 13 C2 A2	
T	17	A6	D5	15	B3	C3	12	A1	D6	16	B5	C5	15	A3	D2	17	B6 C6 17 D4 B4 14 C2 A2	
W	18	C6	A6	16	D3	B3	13	C1	A1	17	B5	C5	16	A3	D2	18	B6 C6 18 A5 D4 15 B2 C2	
T	19	C6	A6	17	D3	B3	14	C1	A1	18	D5	B5	17	C3	A3	19	A5 D4 16 B2 C2	
F	20	B6	C6	18	A4	D3	15	B1	C1	19	D5	B5	18	C3	A3	20	D6 B6 20 C5 A5 17 D2 B2	
S	21	B6	C6	19	A4	D3	16	B1	C1	20	A6	D5	19	B3	C3	21	D6 B6 21 C5 A5 18 D2 B2	
S	22	D6	B6	20	C4	A4	17	D1	B1	21	A6	D5	20	B3	C3	22	A1 D6 22 B5 C5 19 A3 D2	
M	23	D6	B6	21	C4	A4	18	D1	B1	22	C6	A6	21	D3	B3	23	C1 A1 23 B5 C5 20 A3 D2	
T	24	A1	D6	22	B4	C4	19	A2	D1	23	C6	A6	22	D3	B3	24	C1 A1 24 D5 B5 21 C3 A3	
W	25	A1	D6	23	B4	C4	20	A2	D1	24	B6	C6	23	A4	D3	25	B1 C1 25 D5 B5 22 C3 A3	
T	26	C1	A1	24	D4	B4	21	C2	A2	25	B6	C6	24	A4	D3	26	B1 C1 26 A6 D5 23 B3 C3	
F	27	C1	A1	25	D4	B4	22	C2	A2	26	D6	B6	25	C4	A4	27	D1 B1 27 A6 D5 24 B3 C3	
S	28	B1	C1	26	A5	D4	23	B2	C2	27	D6	B6	26	C4	A4	28	D1 B1 28 C6 A6 25 D3 B3	
S	29	B1	C1	27	A5	D4	24	B2	C2	28	A1	D6	27	B4	C4	29	C6 A6 26 D3 B3	
M	30	D1	B1	28	C5	A5	25	D2	B2	29	A1	D6	28	B4	C4	30	C6 A6 27 A4 D3	
T				29	C5	A5	26	D2	B2	30	D4	B4	29	D4	B4	31	C6 A6 28 A4 D3	
W				30	B5	C5	27	A3	D2				30	D4	B4		C6 A6 29 C4 A4	
T				31	B5	C5	28	A3	D2				31	A5	D4		C6 A6 30 C4 A4	
F							29	C3	A3									C6 A6 31
S							30	C3	A3									
S						31	B3	C3										

C-2: Houston Schedule
2014 Baltimore City Fire Department Suppression Schedule

	January	February	March	April	May	June	July	August	September	October	November	December
1	We B4	Sa D2 C2	Sa C5 D8	Tu B3 A8	Th B1 A8	Su D5 C7	Tu C3 D5	Fr A1 B5	Mo C4 D6	We D2 C6	Sa B6 A6	Mo A4 B4
2	Th D4 C2	Su B2 A2	Su A6 B8	We C3 D7	Fr D1 C7	Mo B5 A7	We A3 B5	Sa C5 D6	Tu A5 B6	Th B2 A6	Su D6 C5	Tu D4 C5
3	Fr B4 A2	Mo D2 C1	Mo C5 D7	Th A4 B7	Sa B1 A7	Tu D5 C8	Th D3 C8	Su A1 B6	We C4 D5	Fr C2 D5	Mo B6 A5	We B4 A5
4	Sa C4 D1	Tu B2 A1	Tu A6 B7	Fr C3 D8	Su C1 D8	We B5 A8	Fr B3 A8	Mo D1 C7	Th A5 B5	Sa A3 B5	Tu C2 D6	Th D4 C6
5	Su A5 B1	We C2 D2	We D6 C1	Sa A4 B8	Mo A2 B8	Th C4 D7	Sa D3 C7	Tu B1 A7	Fr D5 C8	Su C3 D8	We A1 B6	Fr B4 A6
6	Mo C4 D2	Th A3 B2	Th B6 A1	Su D4 C2	Tu C1 D7	Fr A6 B7	Su B3 A7	We D1 C8	Sa B5 A8	Mo A3 B6	Th C2 D5	Sa C4 D5
7	Tu A5 B2	Fr C3 D1	Fr D6 C2	Mo B4 A2	We A2 B7	Sa C4 D8	Mo C1 D8	Th B1 A8	Su D5 C7	Tu D3 C7	Fr A1 B5	Su A5 B5
8	We D5 C3	Sa A3 B1	Sa B6 A2	Tu D4 C1	Th D2 C1	Su A6 B8	Tu A4 B8	Fr C1 D7	Mo B5 A7	We B3 A7	Sa D1 C8	Mo C4 D6
9	Th B5 A3	Su D3 C4	Su C5 D1	We B4 A1	Fr B2 A1	Mo D6 C2	We C1 D7	Sa A2 B7	Tu C5 D8	Th D3 C8	Su B1 A8	Tu A5 B6
10	Fr D5 C4	Mo B3 A4	Mo A1 B1	Th C3 D2	Sa D2 C2	Tu B6 A2	Th A4 B7	Su C1 D8	We A6 B8	Fr B3 A8	Mo D1 C7	We D5 C7
11	Sa B5 A4	Tu D3 C3	Tu C5 D2	Fr A5 B2	Su B2 A2	We D6 C1	Fr D4 C1	Mo A2 B8	Th C5 D7	Sa C3 D7	Tu B1 A7	Th B5 A7
12	Su C5 D3	We B3 A3	We A1 B2	Sa C4 D1	Mo C2 D1	Th B6 A1	Sa B4 A1	Tu D2 C2	Fr A6 B7	Su A4 B7	We C2 D8	Fr D5 C8
13	Mo A8 B3	Th C3 D4	Th D1 C3	Su A5 B1	Tu A3 B1	Fr C4 D2	Su D4 C2	We B2 A2	Sa D6 C1	Mo C3 D8	Th A2 B8	Sa B5 A6
14	Tu C5 D4	Fr A4 B4	Fr B1 A3	Mo D5 C4	We C1 D2	Sa A1 B2	Mo B4 A2	Th D2 C1	Su B6 A1	Tu A4 B8	Fr C2 D7	Su C1 D7
15	We A6 B4	Sa C3 D3	Sa D4 C4	Tu B5 A4	Th A3 B2	Su C4 D1	Tu C4 D1	Fr B2 A1	Mo D6 C2	We D4 C2	Sa A2 B7	Mo A6 B7
16	Th D6 C5	Su A4 B3	Su B1 A4	We D5 C3	Fr D3 C3	Mo A1 B1	We A5 B1	Sa C2 D2	Tu B6 A2	Th B4 A2	Su D2 C1	Tu C1 D8
17	Fr B6 A5	Mo D4 C6	Mo C1 D3	Th B5 A3	Sa B3 A3	Tu D1 C4	Th C4 D2	Su A3 B2	We C6 D1	Fr D4 C1	Mo B2 A1	We A8 B8
18	Sa D6 C6	Tu B4 A6	Tu A2 B3	Fr C4 D4	Su D3 C4	We B1 A4	Fr A5 B2	Mo C1 D1	Th A1 B1	Sa B4 A1	Tu D2 C2	Th D6 C2
19	Su B6 A6	We D4 C5	We C1 D4	Sa A6 B4	Mo B3 A4	Th D1 C3	Sa D5 C3	Tu A3 B1	Fr C3 D2	Su C3 D2	We B2 A2	Fr B6 A2
20	Mo C6 D5	Th B4 A5	Th A2 B4	Su C3 D3	Tu C3 D3	Fr B1 A3	Su B5 A3	We D3 C4	Sa A1 B2	Mo A5 B2	Th C2 D1	Sa D6 C1
21	Tu A1 B5	Fr C3 D6	Fr D2 C5	Mo A6 B3	We A4 B3	Sa C4 D4	Mo D5 C4	Th B3 A4	Su D1 C3	Tu C3 D1	Fr A3 B1	Su B6 A1
22	We C6 D6	Sa A5 B6	Sa B2 A5	Tu D6 C6	Th C4 D4	Su A2 B4	Tu B5 A4	Fr D3 C3	Mo B1 A3	We A5 B1	Sa C2 D2	Mo C5 D2
23	Th A1 B6	Su C3 D5	Su D2 C6	We B6 A6	Fr A4 B4	Mo C4 D3	We C1 D3	Sa B3 A3	Tu D1 C4	Th D5 C4	Su A3 B2	Tu A1 B2
24	Fr D1 C7	Mo A5 B5	Mo B2 A6	Th D6 C5	Sa D4 C5	Tu A2 B3	Th A6 B3	Su C4 D4	We B1 A4	Fr B5 A4	Mo D3 C3	We C1 D1
25	Sa B1 A7	Tu D5 C8	Tu C1 D5	Fr B6 A5	Su B4 A5	We D2 C6	Fr C5 D4	Mo A4 B4	Th C1 D3	Sa D5 C3	Tu B3 A3	Th A1 B1
26	Su D1 C8	We B5 A8	We A3 B5	Sa C6 D6	Mo D4 C6	Th B2 A6	Sa A6 B4	Tu C3 D3	Fr A2 B3	Su B5 A3	We D3 C4	Fr D1 C4
27	Mo B1 A8	Th D5 C7	Th C1 D6	Su A1 B6	Tu B4 A6	Fr D2 C5	Su D6 C5	We A4 B3	Sa C1 D4	Mo C3 D4	Th B3 A4	Sa B1 A4
28	Tu C1 D7	Fr B5 A7	Fr A3 B6	Mo C6 D5	We C4 D5	Sa B2 A5	Mo B6 A5	Th D4 C6	Su A2 B4	Tu A6 B4	Fr C1 D3	Su D1 C3
29	We A2 B7		Sa D8 C7	Tu A1 B5	Th A5 B5	Su C4 D6	Tu D6 C6	Fr B4 A6	Mo D2 C5	We C3 D3	Sa A4 B3	Mo B1 A3
30	Th C1 D8		Su B3 A7	We D1 C8	Fr C4 D8	Mo A3 B6	We B6 A6	Sa D4 C5	Tu B2 A5	Th A6 B3	Su C1 D4	Tu C1 D4
31	Fr A2 B8		Mo D3 C8		Sa A5 B6		Th C1 D5	Su B4 A5		Fr D6 C6		We A2 B4

2015 Baltimore City Fire Department Suppression Schedule

	January		February		March		April		May		June		July		August		September		October		November		December														
	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest	Shift	Invest													
1	Th	C1	D3	Su	A6	B3	Su	B3	A4	We	D1	C3	Fr	C1	D1	Mo	A3	B1	We	B6	A1	Sa	D4	C2	Tu	B2	A2	Th	A6	B7	Su	C3	D8	Tu	C1	D8	1
2	Fr	A2	B3	Mo	C5	D4	Mo	D3	C3	Th	B1	A3	Sa	A5	B1	Tu	C1	D2	Th	C6	D2	Su	B4	A2	We	D2	C1	Fr	D6	C1	Mo	A4	B8	We	A2	B8	2
3	Sa	D2	C6	Tu	A6	B4	Tu	B3	A3	Fr	D1	C4	Su	D5	C4	We	A3	B2	Fr	A1	B2	Mo	C4	D1	Th	B2	A1	Sa	B6	A1	Tu	D4	C2	Th	C1	D7	3
4	Su	B2	A6	We	D6	C5	We	C3	D4	Sa	B1	A4	Mo	B5	A4	Th	D3	C3	Sa	C6	D1	Tu	A5	B1	Fr	C2	D2	Su	D5	C2	We	B4	A2	Fr	A2	B7	4
5	Mo	D2	C6	Th	B6	A5	Th	A4	B4	Su	C1	D3	Tu	D5	C3	Fr	B3	A3	Su	A1	B1	We	C4	D2	Sa	A3	B2	Mo	B6	A2	Th	D4	C1	Sa	D2	C1	5
6	Tu	B2	A6	Fr	D6	C6	Fr	C3	D3	Mo	A2	B3	We	B5	A3	Sa	D3	C4	Mo	D1	C4	Th	A5	B2	Su	C2	D1	Tu	C6	D1	Fr	B4	A1	Su	B2	A1	6
7	We	C1	D6	Sa	B6	A6	Sa	A4	B3	Tu	C7	D4	Th	C5	D4	Su	B3	A4	Tu	B1	A4	Fr	D5	C3	Mo	A3	B1	We	A1	B1	Sa	C4	D2	Mo	D2	C2	7
8	Th	A3	B6	Su	C4	D5	Su	D4	C6	We	A2	B4	Fr	A6	B4	Mo	C3	D3	We	D1	C3	Sa	B5	A3	Tu	D3	C4	Th	C6	D2	Su	A5	B2	Tu	B2	A2	8
9	Fr	C2	D5	Mo	A1	B5	Mo	B4	A6	Th	D2	C5	Sa	C5	D3	Tu	A4	B3	Th	B1	A3	Su	D5	C4	We	B3	A4	Fr	A1	B2	Mo	C4	D1	We	C2	D1	9
10	Sa	A3	B5	Tu	C6	D6	Tu	D4	C6	Fr	B2	A5	Su	A6	B3	We	C4	D4	Fr	C4	D4	Mo	B5	A4	Th	D3	C3	Sa	D1	C3	Tu	A5	B1	Th	A3	B1	10
11	Su	D3	C8	We	A1	B6	We	B4	A5	Sa	D2	C6	Mo	D6	C6	Th	A4	B4	Sa	A2	B4	Tu	C1	D3	Fr	B3	A3	Su	B1	A3	We	D3	C4	Fr	C2	D2	11
12	Mo	B3	A8	Th	D1	C7	Th	C4	D6	Su	B2	A6	Tu	B6	A6	Fr	D4	C6	Su	C1	D3	We	A6	B3	Sa	C3	D4	Mo	D1	C4	Th	B5	A4	Sa	A3	B2	12
13	Tu	D3	C7	Fr	B1	A7	Fr	A5	B6	Mo	C2	D5	We	D6	C5	Sa	B4	A6	Mo	A2	B3	Th	C1	D4	Su	A4	B4	Tu	B1	A4	Fr	D5	C3	Su	D3	C3	13
14	We	B3	A7	Sa	D1	C8	Sa	C4	D6	Tu	A3	B5	Th	B6	A5	Su	D4	C6	Tu	D2	C6	Fr	A6	B4	Mo	C3	D3	We	C1	D3	Sa	B5	A3	Mo	B3	A3	14
15	Th	C1	D8	Su	B1	A8	Su	A5	B5	We	C2	D8	Fr	C6	D6	Mo	B4	A6	We	B2	A6	Sa	D6	C5	Tu	A4	B3	Th	A2	B3	Su	C5	D4	Tu	D3	C4	15
16	Fr	A4	B8	Mo	C1	D7	Mo	D5	C8	Th	A3	B6	Sa	A1	B6	Tu	C4	D6	Th	D2	C6	Su	B6	A5	We	D4	C6	Fr	C1	D4	Mo	A6	B4	We	B3	A4	16
17	Sa	C3	D7	Tu	A2	B7	Tu	B5	A8	Fr	D3	C7	Su	C3	D5	We	A5	B5	Fr	B2	A6	Mo	D6	C6	Th	B4	A6	Sa	A2	B4	Tu	C5	D3	Th	C3	D3	17
18	Su	A4	B7	We	C1	D8	We	D5	C7	Sa	B3	A7	Mo	A1	B5	Th	C4	D6	Sa	C2	D6	Tu	B6	A6	Fr	D4	C6	Su	D2	C5	We	A6	B3	Fr	A4	B3	18
19	Mo	D4	C1	Th	A2	B8	Th	B5	A7	Su	D3	C8	Tu	D1	C8	Fr	A6	B6	Su	A3	B6	We	C1	D6	Sa	B4	A5	Mo	B2	A5	Th	D6	C6	Sa	C3	D4	19
20	Tu	B4	A1	Fr	D2	C2	Fr	C5	D8	Mo	B3	A8	We	B1	A8	Sa	D5	C7	Mo	C2	D5	Th	A1	B5	Su	C4	D6	Tu	D2	C6	Fr	B6	A6	Su	A4	B4	20
21	We	D4	C2	Sa	B2	A2	Sa	A6	B8	Tu	C1	D7	Th	D1	C7	Su	B5	A7	Tu	A3	B5	Fr	C1	D6	Mo	A5	B6	We	B2	A6	Sa	D6	C5	Mo	D4	C5	21
22	Th	B4	A2	Su	D2	C1	Su	C6	D7	We	A4	B7	Fr	B1	A7	Mo	D5	C8	We	D3	C8	Sa	A1	B6	Tu	C4	D6	Th	C2	D6	Su	B6	A5	Tu	B4	A5	22
23	Fr	C4	D1	Mo	B2	A1	Mo	A6	B7	Th	C1	D8	Sa	C1	D8	Tu	B5	A8	Th	B3	A8	Su	D1	C7	We	A5	B5	Fr	A3	B5	Mo	C6	D6	We	D4	C6	23
24	Sa	A5	B1	Tu	C2	D2	Tu	D6	C1	Fr	A4	B8	Su	A2	B8	We	C1	D7	Fr	D3	C7	Mo	B1	A7	Th	D6	C8	Sa	C2	D8	Tu	A1	B6	Th	B4	A6	24
25	Su	C4	D2	We	A3	B2	We	B6	A1	Sa	D4	C2	Mo	C1	D7	Th	A6	B7	Sa	B3	A7	Tu	D1	C8	Fr	B5	A8	Su	A3	B6	We	C6	D5	Fr	C4	D5	25
26	Mo	A5	B2	Th	C2	D1	Th	D6	C2	Su	B4	A2	Tu	A2	B7	Fr	C1	D8	Su	C1	D8	We	B1	A8	Sa	D5	C7	Mo	D3	C7	Th	A1	B5	Sa	A5	B5	26
27	Tu	D5	C3	Fr	A3	B1	Fr	B6	A2	Mo	D4	C1	We	D2	C1	Sa	A6	B8	Mo	A4	B8	Th	C1	D7	Su	B5	A7	Tu	B3	A7	Fr	D1	C8	Su	C1	D6	27
28	We	B5	A3	Sa	D3	C4	Sa	C5	D1	Tu	B4	A1	Th	B2	A1	Su	D6	C2	Tu	C5	D7	Fr	A2	B7	Mo	C6	D8	We	D3	C8	Sa	B1	A8	Mo	A5	B6	28
29	Th	D5	C4				Su	A1	B1	We	C4	D2	Fr	D2	C2	Mo	B6	A2	We	A4	B7	Sa	C1	D8	Tu	A6	B8	Th	B3	A8	Su	D1	C7	Tu	D5	C7	29
30	Fr	B5	A4				Mo	C6	D2	Th	A5	B2	Sa	B2	A2	Tu	D6	C1	Th	D4	C1	Su	A2	B8	We	C5	D7	Fr	C5	D7	Mo	B1	A7	We	B5	A7	30
31	Sa	C5	D3				Tu	A1	B2				Su	C2	D1				Fr	B4	A1	Mo	D2	C2				Sa	A4	B7				Th	D5	C8	31

2016 Baltimore City Fire Department Suppression Schedule

	January		February		March		April		May		June		July		August		September		October		November		December														
	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact	Shift	Impact													
1	Fr	B5	A8	Mo	D3	C7	Tu	A1	B6	Fr	C4	D5	Su	C2	D5	We	B6	A5	Fr	B4	A5	Mo	D2	C6	Th	A6	B4	Sa	A4	B4	Tu	C1	D3	Th	D5	C3	1
2	Sa	C5	D7	Tu	B3	A7	We	D1	C7	Sa	A5	B5	Mo	A3	B5	Th	C5	D6	Sa	D4	C6	Tu	B2	A6	Fr	D6	C5	Su	C5	D3	We	A2	B3	Fr	B5	A3	2
3	Su	A6	B7	We	C3	D8	Th	B1	A7	Su	D5	C8	Tu	D3	D6	Fr	A1	B6	Su	B4	A6	We	D2	C5	Sa	B6	A5	Mo	A4	B3	Th	C2	D4	Sa	C5	D4	3
4	Mo	C5	D8	Th	A4	B8	Fr	D1	C8	Mo	B5	A8	We	A3	B6	Sa	C5	D6	Mo	C4	D6	Th	B2	A5	Su	D5	C6	Tu	D4	C6	Fr	A2	B4	Su	A6	B4	4
5	Tu	A6	B8	Fr	C3	D7	Sa	B1	A8	Tu	D5	C7	Th	D3	C7	Su	A1	B5	Tu	A5	B5	Fr	C2	D6	Mo	B6	A6	We	B4	A6	Sa	D2	C5	Mo	C5	D3	5
6	We	D4	C2	Sa	A4	B7	Su	C1	D7	We	B5	A7	Fr	B3	A7	Mo	D1	C8	We	C4	D6	Sa	A3	B6	Tu	C5	D5	Th	D4	C5	Su	B2	A5	Tu	A6	B3	6
7	Th	B6	A2	Su	D4	C1	Mo	A2	B7	Th	C5	D8	Sa	D3	C8	Tu	B1	A8	Th	A5	B6	Su	C2	D5	We	A1	B5	Fr	B4	A5	Mo	D2	C6	We	D6	C6	7
8	Fr	D6	C1	Mo	B4	A1	Tu	C2	D8	Fr	A6	B8	Su	B3	A8	We	D1	C7	Fr	D5	C7	Mo	A3	B5	Th	C4	D6	Sa	C4	D6	Tu	B2	A6	Th	B6	A6	8
9	Sa	B6	A1	Tu	D4	C2	We	A2	B8	Sa	C5	D7	Mo	C3	D7	Th	B1	A7	Sa	B5	A7	Tu	D3	C8	Fr	A1	B6	Su	A5	B6	We	C2	D5	Fr	D6	C5	9
10	Su	C5	D2	We	B4	A2	Th	D2	C2	Su	A6	B7	Tu	A4	B7	Fr	C1	D8	Su	D5	C8	We	B3	A8	Sa	D1	C7	Mo	C4	D5	Th	A3	B5	Sa	B6	A5	10
11	Mo	A1	B2	Th	C4	D1	Fr	B2	A2	Mo	D6	C1	We	C3	D8	Sa	A2	B8	Mo	B5	A8	Th	D3	C7	Su	B1	A7	Tu	A5	B5	Fr	C2	D6	Su	C5	D6	11
12	Tu	C5	D1	Fr	A5	B1	Sa	D2	C1	Tu	B6	A1	Th	A4	B8	Su	C1	D7	Tu	C5	D7	Fr	B3	A7	Mo	D1	C8	We	D5	C8	Sa	A3	B6	Mo	A1	B6	12
13	We	A1	B1	Sa	C1	D2	Su	B2	A1	We	D6	C2	Fr	D4	C2	Mo	A2	B7	We	A6	B7	Sa	C1	D8	Tu	B1	A8	Th	B5	A8	Su	D3	C7	Tu	C4	D5	13
14	Th	D1	C4	Su	A5	B2	Mo	C2	D2	Th	B6	A2	Sa	B4	A2	Mo	D2	C1	Th	C3	D8	Su	A4	B8	We	C1	D7	Fr	D6	C7	Mo	B3	A7	We	A1	B5	14
15	Fr	B1	A4	Mo	D5	C3	Tu	A3	B2	Fr	C5	D1	Su	D4	C1	We	B2	A1	Fr	A6	B8	Mo	C3	D7	Th	A2	B7	Sa	B5	A7	Tu	D3	C8	Th	D1	C8	15
16	Sa	D1	C3	Tu	B5	A3	We	C3	D1	Sa	A1	B1	Mo	B4	A1	Th	D2	C2	Sa	D6	C2	Tu	A4	B7	Fr	C1	D8	Su	C5	D8	We	B3	A8	Fr	B1	A8	16
17	Su	B1	A3	We	D5	C4	Th	A3	B1	Su	C5	D2	Tu	C4	D2	Fr	B2	A2	Su	B6	A2	We	D4	C1	Sa	A2	B8	Mo	A6	B8	Th	C3	D7	Sa	D1	C7	17
18	Mo	C1	D4	Th	B5	A4	Fr	D3	C4	Mo	A1	B2	We	A5	B2	Sa	C2	D1	Mo	D6	C1	Th	B4	A1	Su	D2	C2	Tu	C5	D7	Fr	A4	B7	Su	B1	A7	18
19	Tu	A2	B4	Fr	C3	D3	Sa	B3	A4	Tu	D1	C3	Th	C1	D1	Su	A3	B1	Tu	B6	A1	Fr	D4	C2	Mo	B2	A2	We	A6	B7	Sa	C3	D8	Mo	C1	D8	19
20	We	C1	D3	Sa	A6	B3	Su	D3	C3	We	B1	A3	Fr	A5	B1	Mo	C2	D2	We	C6	D2	Sa	B4	A2	Tu	D2	C1	Th	D6	C1	Su	A4	B8	Tu	A2	B8	20
21	Th	A2	B3	Su	C3	D4	Mo	B3	A3	Th	D1	C4	Sa	D5	C4	Tu	A3	B2	Th	A1	B2	Su	C1	D1	We	B2	A1	Fr	B6	A1	Mo	D4	C2	We	C1	D7	21
22	Fr	D2	C5	Mo	A6	B4	Tu	C3	D4	Fr	B1	A4	Su	B5	A4	We	D3	C3	Fr	C6	D1	Mo	A5	B1	Th	C3	D2	Sa	D6	C2	Tu	B4	A2	Th	A2	B7	22
23	Sa	B2	A6	Tu	D6	C5	We	A4	B4	Sa	C1	D3	Mo	D5	C3	Th	B3	A3	Sa	A1	B1	Tu	C3	D2	Fr	A3	B2	Su	B6	A2	We	D4	C1	Fr	D2	C1	23
24	Su	D2	C5	We	B6	A5	Th	C1	D3	Su	A2	B3	Tu	B5	A3	Fr	D3	C4	Su	D1	C4	We	A5	B2	Sa	C2	D1	Mo	C6	D1	Th	B4	A1	Sa	B2	A1	24
25	Mo	B2	A6	Th	D6	C6	Fr	A4	B3	Mo	C1	D4	We	C3	D4	Sa	B3	A4	Mo	B1	A4	Th	D5	C3	Su	A3	B1	Tu	A1	B1	Fr	C4	D2	Su	D2	C2	25
26	Tu	C2	D6	Fr	B6	A6	Sa	D4	C6	Tu	A2	B4	Th	A6	B4	Su	C3	D3	Tu	D1	C3	Fr	B5	A3	Mo	D3	C4	We	C6	D2	Sa	A5	B2	Mo	B2	A2	26
27	We	A3	B6	Sa	C5	D5	Su	B4	A6	We	D2	C5	Fr	C3	D3	Mo	A4	B3	We	B1	A3	Sa	D5	C4	Tu	B3	A4	Th	A1	B2	Su	C4	D1	Tu	C3	D1	27
28	Th	C2	D5	Su	A1	B5	Mo	D4	C5	Th	B2	A5	Sa	A6	B3	Tu	C3	D4	Th	C1	D4	Su	B5	A4	We	D3	C3	Fr	D1	C3	Mo	A5	B1	We	A3	B1	28
29	Fr	A3	B5	Mo	C3	D6	Tu	B4	A5	Fr	D2	C6	Su	D6	C6	We	A4	B4	Fr	A2	B4	Mo	C5	D3	Th	B3	A3	Sa	B1	A3	Tu	D5	C4	Th	C2	D2	29
30	Sa	D8	C8				We	C4	D6	Sa	B2	A6	Mo	B6	A6	Th	D4	C5	Sa	C1	D3	Tu	A6	B3	Fr	C3	D4	Su	D1	C4	We	B5	A4	Fr	A3	B2	30
31	Su	B3	A8				Th	A5	B6				Tu	D6	C6				Su	A2	B3	We	C5	D4				Mo	B1	A4				Sa	D3	C3	31

ADDENDUM D: RELEASE FROM WORK

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLACK, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, MHR
Labor Commissioner
411 E. Fayette Street, Suite 1400
Baltimore, Maryland 21201

**ADDENDUM D
RELEASE FROM WORK**

May 2, 2012

Charles R. Hoffman, President
Baltimore Fire Fighters
Local #734
1202 Ridgley Street
Baltimore, Maryland 21230

Re: Time Off To Process Grievances and Attend Committee Meetings

Dear Mr. Hoffman:

Callbacks, except for major emergency incidents, shall not be a reason to deny leave under Article 7 and Article 15 of the Memorandum of Understanding.

Sincerely,

Deborah F. Moore-Carter
Deborah F. Moore-Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 734:



Charles R. Hoffman, President

DMC/lwmcn/FF 734 FY 2012

cc: James S. Clack

ADDENDUM E: NON-LINE OF DUTY ILLNESS

ADDENDUM F NON-LINE OF DUTY ILLNESS

NAME & TITLE	Deborah P. Moore-Carter, Labor Commissioner	CITY OF	 BALTIMORE MEMO
AGENCY NAME & ADDRESS	Office of the Labor Commissioner 117 East Fayette Street, Suite 1406		
SUBJECT	ADDENDUM AGREEMENT Non-Line of Duty Illness - Local 734		

DATE: July 8, 2010

TO Honorable President and Members
of the Board of Estimates
Room 204 City Hall
100 N. Holiday Street

Dear Mr. President and Members:

ACTION REQUESTED OF B/E:

The notation of the Board of Estimates is requested on the attached Addendum Agreement between the City of Baltimore, Baltimore City Fire Department (BCFD) and Baltimore City Fire Fighters, Local 734.

AMOUNT OF MONEY AND SOURCE OF FUNDS

N/A

BACKGROUND/EXPLANATION:

The parties have negotiated a settlement agreement which amends the Memorandum of Understanding for FY 2010 and 2011, regarding interpretation and application of the Baltimore City Code (2010) Article 9, § 5-1, BCFD MOP 366-1, and Article 31, 1A, C and E. The negotiated addendum agreement clarifies and amends the terms and conditions that shall apply to Injury and Sick Leave (Non-Line of Duty), Catastrophic Injury or Illness, and Retirement Leave. The addendum agreement has been reviewed for form and legal sufficiency by the Law Department.

MEMORABLE PARTICIPATION:

N/A

BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable yes no
If not, why: other (Addendum Agreement)
BCRF Certification Statement completed and returned to Agency yes no

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

LABOR COMMISSIONER:

Sabrina Willis
Sabrina Willis, Assistant Solicitor

Deborah P. Moore-Carter
Deborah P. Moore-Carter

NOTED BY THE BOARD OF ESTIMATES:

James S. Taylor
Clark Date JUL 21 2010

Attachment
1)PAC/Amson/734addendum
cc: Mayor Rawlings-Blake
James S. Clark
Richard J. Chumley

JOINT ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
Between
Baltimore Fire Officers, Local 964, IAFP,
Baltimore Fire Fighters, Local 734, IAFF,
And the Mayor and City Council of Baltimore

This Agreement is made between Baltimore Fire Officers, Local 964, IAFP and Baltimore Fire Fighters, Local 734, IAFF (the "Fire Unions") and the Baltimore City Fire Department ("BCFD") about the proper interpretation and application of Baltimore City Code (2010) Article 9, § 6-1, BCFD MOP 366-1, and Article 31, §§ A, C and E of the Memorandum of Understanding for FY10 and FY11 for each of the Fire Unions' bargaining units. To clarify and amend the terms and conditions that shall apply to Injury and Sick Leave (Non-Line of Duty), Catastrophic Injury or Illness, and Retirement Leave, the Fire Unions, BCFD and the Mayor and City Council agree as follows:

Non-Line of Duty Illness and/or Injury.

1. Baltimore City Code (2010) Article 9, § 6-1 and MOU Article 31, § A shall continue in effect. No deduction shall be made in the salary of any employee on account of non-line of duty illness or injury, provided that such sickness does not last longer than 6 months, and provided further that if an employee is absent from duty on account of non-line of duty illness or injury he/she shall, before receiving his/her salary, present or have presented to the unit officer of the company of which he/she is a member a report from the physician employed by the Fire Department (the "PSI Visitation/Disposition Report") stating that the employee, on account of illness or injury, is unable to perform his or her duties.

2. There shall also be a Medical Review Report from the Public Safety Infirmary (the "PSI") which report shall be based on an examination of the employee and the employee's relevant medical records, and it shall identify the causes of and likely prognosis for the illness or injury that renders the employee unable to perform his or her duties. It shall be the obligation of the employee to appear for an examination and to authorize release of his/her pertinent medical records when so directed. Once completed, copies of the Medical Review Report shall be promptly delivered to the employee, and, if authorized by the employee, then a copy shall also be delivered to the Fire Union that is the employee's bargaining agent, and to BCFD, but, in no event shall delivery to any party occur later than 10 days after the date of the Report.

3. In the event of an initial disagreement between the employee's attending physician(s) and the physician employed by the Fire Department as to whether the nature or extent of a non-line of duty illness or injury renders an employee unable to perform his or her duties, such disagreement shall be referred to an independent third party physician who is board certified in occupational health. The referral shall be made to an agreed physician, jointly appointed on a continuing basis by the Fire Unions and BCFD, and it shall occur within 15 days after a disagreement as to the nature or extent of disability of the employee is evident, and, in any event, within 15 days after receipt of a Medical Review Report concerning the employee. There shall be no right to independent review if such referral for an independent evaluation is not requested within 15 days after delivery of the Medical Review Report to the member and/or the Union. The independent physician shall release a comprehensive report of the physician's opinion (the "Independent Opinion") about the employee's fitness for duty, applying the minimum qualifications necessary for the employee's occupational classification, and, as suitable, NFPA, MFR and MEMSS standards, within 28 days after examining the employee and review of the medical records that the physician deems relevant, which review shall include the Medical Review Report if one has been issued. Copies of the Independent Opinion shall be promptly delivered to employee, the Fire Union that is the employee's bargaining agent, if authorized, and to BCFD, but in no event, not more than

30 days after the date of the Opinion. The Opinion of the Independent physician shall be final and binding on the employee, the Fire Union that is the employee's bargaining agent, BCFD and the City of Baltimore to determine the employee's entitlement to paid leave under ¶ 1 and the employee's ability to return to work and when, and it shall not be subject to further dispute or appeal as to the employee's employment rights under the City Civil Service system or Union Memorandum of Understanding.

4. Once an employee completes 135 consecutive days of leave for a non-line of duty illness or injury, the Chief of Department may direct that employee to report for a fitness for duty examination by the physician employed by the Fire Department, the purpose of which shall be to determine whether it is reasonably foreseeable that the employee will be sufficiently fit to return to duty upon the expiration of the 6 month period of paid leave under ¶ 1 applying the minimum qualifications necessary for the employee's occupational classification, and, as suitable, NFPA, MFR and MDEMSS standards. The physician employed by the Fire Department (or the PSI) shall issue a report (the "Medical Review Report") as to whether or not the employee will be sufficiently fit to be able to return to duty before the employee completes 150 consecutive days of leave. Copies of the Medical Review Report shall be promptly distributed to employee, and if authorized by the employee then to the Fire Union that is the employee's bargaining agent, and to BCFD, but, in no event shall delivery to any party occur later than 10 days after the date of the Report.

5. Should the employee and his attending physician(s) disagree with the opinion and findings of the physician employed by the Fire Department given under ¶ 4 as to the employee's condition and/or the likelihood that the employee will be able to return to work, the employee and/or the employee's Fire Union may request review by the independent physician jointly appointed and the procedure set out in ¶ 3 shall be followed to conclusively determine whether the employee will be able to return to work, or, alternatively, is permanently disabled and cannot return to work in the form of an Independent Opinion.

6. If it is finally determined in the Medical Review Report and/or Independent Opinion rendered under ¶¶ 2, 3, 4 and/or 5 that a complete recovery is reasonably anticipated but the employee's return to full regular duty requires additional recovery/rehabilitation time, the employee will be allowed to use for the purposes of this Agreement up to an additional 8 weeks of accrued leave as Catastrophic Leave paid time off to complete recuperation, to the extent that the employee has accrued the right to such leave. Upon return to work, leave expended by the employee to cover the additional recovery/rehabilitation time shall be deducted day for day from the employee's leave account. An employee who returns to work within the 6 month plus 8 week period shall suffer no loss in other leave or benefit, including retirement leave when the employee elects to retire. If, upon completion of the 6 month and 8 week Catastrophic Leave periods, an employee is unable to return to work due to a non-line of duty illness or injury, the employee's Catastrophic Leave of up to 8 weeks shall be converted into retirement leave, and the employee shall not be entitled to any further leave as his/her retirement leave shall be deemed exhausted.

7. If it is finally determined in the Medical Review Report and/or Independent Opinion rendered under ¶¶ 2, 3, 4 and/or 5 that a complete recovery is not reasonably anticipated and that the employee is not likely to sufficiently recover to be able to return to duty, upon exhaustion of the 6 month paid leave, the employee shall begin paid retirement leave of 60 days. Should the employee nonetheless actually return to duty before the 60 day retirement leave expires, the time expended by the employee to cover the additional recovery/rehabilitation, formerly as retirement leave, shall be deducted day for day from the employee's leave account, unless the employee had insufficient leave accrued, in which case leave that was not covered will be repaid by the employee to BCFD within two years subsequent to reinstatement.

8. Under no circumstances shall any employee be entitled to a total of more than 8 months leave with pay on account of a non-line of duty illness or injury: that is, the 6 month leave and then either

Catastrophic Leave in the event a return to work or 60 days as retirement leave immediately before separation from BCFD for a non-line of duty illness or injury. When an employee permanently leaves BCFD, he/she shall be paid by the City of Baltimore for any accrued paid leave remaining unused on the date of separation at the employee's rate of pay at the time of separation.

9. The cost of review by the independent third party physician shall be covered to the extent possible by the City Health Plan in which the employee is enrolled. The uncovered cost of an independent review shall be apportioned as follows. One, if the Independent Opinion concurs with the findings in the Medical Review Report that the employee is unable to return to work, the employee shall be responsible to cover the entire uninsured cost. Two, should the Independent Opinion disagree with the findings in the Medical Review Report and conclude, instead, that the employee is or will be able to return to work then BCFD and the employee shall equally share payment of the uncovered cost on a 50/50 basis.

Confirmation and Effective Date

10. This Joint Addendum shall become operative upon approval and ratification by the Office of the Labor Commissioner, the Fire Unions, the Chief of Department, BCFD and the City's Board of Estimates, and it shall remain in effect through Fiscal Year 2012. It shall be subject to negotiation for Fiscal Year 2013.

11. Once operative, the terms of this Joint Addendum shall be applied to any person who was subject to non-line of duty benefits on and after September 1, 2009. This Joint Addendum also shall apply to any member on restricted duty at present who was placed in such duty beginning in 2009, and who has asserted by physician's documentation the ability to return to full duty. Persons notified under this paragraph shall have 30 days from notification to elect review under this Joint Addendum.

Agreed as of this 7TH day of July, 2010.

Baltimore Fire Fighters, Local 734:

For Baltimore City Fire Department:

Robert J. Stedjecki
Robert J. Stedjecki, President

James S. Clack
James S. Clack, Chief of Fire Department

For the Office of the Labor Commissioner:

Approved as to form and Legal Sufficiency:

Deborah F. Moore-Carter
Deborah F. Moore-Carter,
Labor Commissioner

Sabrina Willis
Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:

Bernice W. Taylor
JUN 21 2010

3

ADDENDUM F: REORGANIZATION OF EMS

Statement of Labor Management Committee on the Reorganization of the BCFD EMS Division

(As Edited February 28, 2011
from Version Adopted August 5, 2009)

1. Mission Statement

The Labor Management Committee on the Reorganization of the Baltimore City Fire Department (BCFD) Emergency Medical Services (EMS) Division was formed in September 2008 out of a mutual interest on the part of both the management team of the BCFD and the two Firefighter Labor Unions to reorganize how emergency medical services are organized and delivered in Baltimore City. The contents of this document have been reached by consent between the BCFD, IAFF Local 734 and IAFF Local 964. The discussions that have taken place during committee meetings are to assist in the reorganization of the EMS Division.

The goal of the EMS Division of the BCFD is to provide timely, efficient and effective medical intervention and transport to patients in need of service within the City of Baltimore, delivered by professional Advanced Life Support (ALS) and Basic Life Support (BLS) staff who are adequately trained, certified and/or licensed by the State of Maryland. The EMS Division will be adequately supported, and will endeavor to recover revenue in order to sustain the high level of EMS care that Baltimore City residents and visitors enjoy.

2. Positions

The job classes of personnel assigned to the operational units within the EMS Division will consist of Emergency Medical Technician/Firefighters (EMT/FF), Firefighter Paramedic Apprentices (FPA), Paramedics and Firefighter/Paramedics.

Beginning with recruit classes 07-01, the position of EMT/FF shall be the entry level position for Fire Suppression Division, with the member to be trained by the BCFD in BLS functions and in Fire Suppression activities. The EMT/FF shall be (i) certified by Maryland Fire and Rescue Institute (MFRI) as a firefighter and (ii) certified by MIESS as an EMT-Basic, both of which must be maintained as a condition of employment. The probationary period for EMT/FF shall be one year from date of hire. When a probationary EMT/FF is assigned to a suppression company assigned to a critical alert medic unit, the member will ride as the third person on the medic unit and not be the primary care provider.

BCFD (and City DHR) shall, consistent with Article 19 of the Union MOUs, confer with the Fire Unions about the minimum qualifications and duties that are to be assigned to each job class within the EMS Division before a job class description is changed or newly adopted. The job class description for the new position of EMT/Firefighter is attached to this document as addendum "A".

In-grade placements for lateral hires shall be discussed with the Fire Unions before any change is implemented.

All candidates hired off a list of eligibles for assignment to any position within the Fire Department shall be fully trained in all skills necessary to competently and safely perform all duties expected of the candidates' job class before completion of the training program. Training shall be completed within the first six (6) months of hire. Probation for all employees shall be completed within twelve (12) months of hire.

Paramedic and Fire Fighter/Paramedic (or like positions as determined by the City DHR) shall be rated positions within the EMS Division. Entry into those positions shall require licensure as an ALS provider by MIEMSS and also successful completion of BCFD's firefighter training curriculum. The minimum qualifications adopted by the City DHR for the job class of Paramedic and of Fire Fighter/Paramedic shall require the member to be trained and licensed in Advanced Life Support (ALS) by MIEMSS, and fully trained in Fire Suppression Division duties satisfactory to Maryland Fire Rescue Institute (MFRI) standards to engage in fire suppression work. Personnel assigned to the EMS Division may be required to perform fire suppression tasks on the fire ground.

As a condition of employment, all members of the EMS Division shall:

- (i) be trained to standard in ALS/BLS and Fire Suppression and maintain those qualifications and abilities;
- (ii) be responsible to engage in both ALS/BLS and Fire Suppression activities;
- (iii) be fully provisioned with first line fire suppression turnout gear including self-contained breathing apparatus (SCBA) on active units, annually certified to wear SCBA, and various other Fire Suppression tools and equipment; and,
- (iv) be subject to assignment to EMS and/or Fire Suppression units; and be subject to command and control by Fire Suppression Command Staff at the scene of fires and other emergency events.

3. Pension

The City shall continue to require as a condition of employment those items listed in ¶¶ 3(i) through 3(iv), immediately above, for the purpose, among other things, of keeping EMS personnel exempt from FICA obligation and thereby eligible for participation in Fire and Police Employees' Retirement System of Baltimore City ("FPRS") under the present requirements of the FPRS.

4. Work Rules, Discipline and Scheduling

When members working on an EMS unit are not able to take a break due to the volume of emergency calls, units shall be granted a paid off duty lunch break of approximately 30 minutes for the purpose of eating, as well as other reasonable breaks for personal convenience and

hygiene during each shift. These break periods will be managed by the EMS Battalion Chief so that they are reasonably staggered during the shift to have the least impact on service delivery.

Consistent with management's reserved rights and with their mutual obligations under the Municipal Employee Relations Ordinance, BCFD and the Fire Unions shall work cooperatively to develop operational protocols and work rules for the EMS Division. BCFD shall train its EMS managers to apply reasonable, consistent and progressive discipline to members of the EMS Division. Consistent with good human resources practices, the intent of the BCFD EMS Division disciplinary process is to improve the performance of its members for the benefit of the public.

The EMS Division shall continue to be assigned to the 10 hour day shift and 14 hour night shift 42-hour work schedule under Article 8 of the Local 734 MOU. Beginning July 8, 2009, all members of the EMS Division will not be considered as FLSA § 7(k) exempt and each member will be compensated accordingly.

A separate, posted "staggered" relief schedule may be implemented for the operational units of the EMS Division, but only upon agreement between BCFD and the Fire Unions. Labor and Management agree to discuss various scheduling and relief schedules for personnel assigned to field units within the EMS Division, with the primary goals of increased efficiency, improved customer service and minimizing the impact on fire suppression forces.

5. Downgrade from ALS Licensure to BLS Certification

Any member promoted to a "rated" position (Pump Operator, Emergency Vehicle Driver, Fire Lieutenant, Fire Captain, Fire Battalion Chief or Emergency Boat Operator) that was posted after July 1, 2007 who holds certification as a CRT or an EMT-P will not be allowed to reduce to EMT-B.¹

Non-rated members holding licensure as a CRT or EMT-P who are not in the EMS Division will be permitted to reduce to the EMT-B job class subject to the requirement that the Department must maintain a minimum of 500 ALS providers. Requests to downgrade shall be honored in order of length of service (based upon original ALS certification date or hiring date, whichever is later) of the respective members within BCFD.

In order for an ALS provider to reduce, a BLS position must be open and available. Every sworn member of the BCFD who is not an ALS provider will be required to be minimally certified as an EMT-B by July 1, 2011. All members who reduce from ALS to BLS will forfeit any future ALS stipends or premium pay due them under the labor agreements effective from the date of such reduction. Members who elect to downgrade, and who are permitted to downgrade, may be required to accept temporary assignments (for one shift or less) to staff a medic or ambulance unit as a BLS provider as authorized under the Critical Alert protocol. Members who are

¹ Pursuant to the arbitration decision of March 2, 2008, rated members who promoted to a position that was posted before July 1, 2007 can downgrade upon submission of a Special Report requesting the downgrade.

permitted to downgrade will be obligated to maintain their ALS license through the end of the current term of their MIEMSS ALS license.

6. Implementation

Effective after July 8, 2009, to the extent funded and operational, BCFD shall require all sworn personnel who are newly hired to fill a position within the EMS Division (Lateral Entry ALS personnel) to successfully pass a physical ability test. The physical standard requirement shall be the same for both lateral hires and EMT/FF.

All candidates also shall be expected to satisfy the requirements of NFPA 1582 as a condition of employment prior to hire, including no use of tobacco products while on duty.

The job classification of FPA shall be frozen, with no new candidates admitted to that classification. Only members assigned to FPA Classes 1 – 19 may occupy this job classification. Members hired in the classification of Firefighter Paramedic Apprentice shall be required to obtain their Maryland ALS licensure.

7. Oversight

The EMS Committee shall continue to meet periodically to review implementation of these terms, and to evaluate the impact of changes implemented, including EMD procedures, response time(s), patient care and effects on quality of service and working conditions. No term or condition of employment may be altered without the consent of the parties.

ADDENDUM G: GENERAL ORDER ON OVERTIME

BALTIMORE CITY FIRE DEPARTMENT

GENERAL ORDER NO. 46-09 (REVISED) (p. 1 of 3)

July 21, 2009

Subject: Overtime Pay For Members Assigned To The EMS Division

Policy Statement:

Beginning July 8, 2009, all sworn members of the Baltimore City Fire Department who are assigned to the Emergency Medical Services Division and working as field providers on EMS units will receive overtime pay for hours worked in excess of 40 hours per week. EMS officers working in the field and members assigned to suppression units who are on 1800 hour details are included. These members will continue to perform firefighter duties when necessary, but their primary job will be to staff field EMS units.

For purposes of the calculation of overtime, this calendar week began at 1700 hours on July 7, 2009 and will continue to begin each Tuesday afternoon at 1700 hours and will end on each Tuesday afternoon the following week at 1659 hours.

The current labor agreement with the unions outlines an annual rate of pay for an average of 42 hours per week, or 2190 hours per year. For purposes of calculating overtime, the annual pay rate for each member will be determined by dividing the annual pay rate outlined in the various labor agreements by 2190 hours to arrive at the hourly base pay rate.

The current labor agreement base pay rates are based on an average of forty-two (42) hours per week of work. Under this policy, each member will be paid an additional ½ hour of pay for the forty-first (41st) and forty-second (42nd) hour worked during each calendar week. Overtime worked in excess of 42 hours in each calendar week will be compensated at one and one-half times the normal hourly rate.

Example: Assumes the 42 hour average work week and base pay of \$30 per hour.

<u>Hours</u>	<u>Type of Pay</u>	<u>Base Pay</u>	<u>Overtime</u>
1-40	Base pay	40 x \$30 = \$1,200	
41-42	Base pay + half-time	2 x \$30 = 60	2 x \$15 = \$ 30
43-48	Time-and-a-half		6 x \$45 = 270
<u>Total</u>		<u>\$1,260</u>	<u>\$300</u>

For example, if a qualified member works a total of 48 hours in a calendar week, the member will be due an extra one hour of base pay for the first two hours of work and 1 ½ times base pay for the additional six hours over forty two hours. If the member's normal pay rate is \$30.00 per hour, this works out to an extra \$15.00 an hour (or half-pay) for each of the first two hours and \$45.00 an hour (or time plus one-half) for each of the remaining six hours, or a total of \$300 in overtime pay for that week.

In order to be qualified for overtime pay, all hours must be actually worked. Various types of leave (vacation, sick, compensatory time, etc.) are disqualifying hours for purposes of overtime eligibility. Members assigned to suppression units and continuously detailed to the EMS division in excess of and including one complete payroll period (14 calendar days) also qualify for overtime under this policy as long as all the provisions of this policy are otherwise met.

(continued)

Procedure Statement

In order to record the overtime hours for FLSA that were worked based on the Policy Statement above each person's time worked must be reviewed by the payroll supervisor each pay period to determine the number for eligible overtime hours based on the person's scheduled work shift. The scheduled work shift starting and ending point changes each pay period due to the work cycle being different from the payroll period.

Currently Etime Payroll does not have a specific Pay Code for the scheduled shift hours worked for hour 41 and 42 to pay an employee the additional half hour over their straight pay. The only way to calculate this is to review the employee's work hours each week and determine the number of total hours that they worked over the 40 hour minimum. (This would include any additional time worked, additional shifts worked and the employees regular scheduled shift hours.)

REMEMBER THE HOURS OF WORK CAPTURED MUST BE FROM TUESDAY 1700 TO TUESDAY 1659 HOURS FOR EACH CALENDAR WEEK.

Calculating Overtime Under FLSA

To calculate an employee's overtime under FLSA please follow the following steps:

- Step 1: Determine total number of hours employee worked weekly.
- Step 2: If the employee worked in excess of 40 hours in a given work week, at that point then subtract 2 hours (for hour 41 and 42) from the total number of hours worked.
For Etime payroll calculate 20 minutes each for hours 41 and 42 (total of 40 minutes)
- Step 3: Do this calculation for both Week 1 and Week 2 of the given payroll period and then add the hours up for both weeks for hour 41 - 42.
- Step 4: Add the remainder of hours that is in excess of 42 hours worked in a normal scheduled work week to come up with the total hours to enter into Etime payroll system.

*Please note that any additional shifts or call backs worked or hours worked when members are held over beyond their regular work day will not be calculated into the FLSA overtime and not charged as per this procedure, but will still be recorded in Etime Payroll as overtime worked.

Making Entries Into Etime

- Step 1: Enter a separate line at the end of the pay period.
- Step 2: Enter a Pay Code of "Fire FLSA OT @ 1.5" with the total hours recorded in the Amount Column and the following account code as above in the Transfer column.
(1001-000000-3190-308780-601065) (This entry is the number of hours which is like entering Over Time hours. Etime will calculate the dollar amount to be paid.)
This is a total of hours calculated above for FLSA. For example, if the regular worked hours were 48 for each week of a given payroll period, the total FLSA OT in this entry would be 13 hours and 20 minutes. (This is 6 hours and 40 minutes per week for the 8 hours over 40 hours). Hours 41 and 42 at half time, converted to 20 minute increments for a total of 40 minutes and then multiplied times the 1.5 overtime rate; and hours 43 to 48 at 1.5 overtime rate.

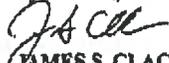
(continued)

Making Entries Into Etime (continued)

Again if the employee works any additional shifts in a given payroll period, their time is considered as time worked and should be recorded in Etime Payroll as a Pay Code of "Overtime @ 1.5" with the appropriate hours worked recorded in the entry on the date line.

Please Note: If there are any problems or concerns when applying this to the payroll or after the payroll is submitted and/or paid please report it through email via Etime Payroll to "BCFD.Etime" to record the concern and BCFD Payroll/HR Office.

By order of,



JAMES S. CLACK
Chief of Fire Department

ADDENDUM H: VACATION/HOLIDAY LEAVE

FROM	NAME & TITLE	Deborah F. Moore-Carter, Labor Commissioner	CITY of 1 BALTIMORE MEMO 3984365 49	
	AGENCY NAME & ADDRESS	Office of the Labor Commissioner 417 East Fayette Street, Suite 1405		
	SUBJECT	ADDENDUM AGREEMENT Vacation/Holiday Leave - Local 734		

DATE: July 8, 2010

TO Honorable President and Members
of the Board of Estimates
Room 204 City Hall
100 N. Holiday Street

Dear Mr. President and Members:

ACTION REQUESTED OF B/E:

The notation of the Board of Estimates is requested on the attached Addendum. Agreement between the City of Baltimore, Baltimore City Fire Department (BCFD), Baltimore City Fire Fighters, Local 734.

AMOUNT OF MONEY AND SOURCE OF FUNDS

N/A

BACKGROUND/EXPLANATION:

The parties have negotiated, regarding proper interpretation and application of the BCFD MOP 322, 322-1, 322-2, 341-1 and 343-2 and article 30 of the Memoranda of Understanding for FY 10 and FY11. The negotiated addendum agreement clarifies and amends the terms and conditions that shall apply to Vacation, Holidays, Compensatory Leave and Continuing Education Leave. The addendum agreement has been reviewed for form and legal sufficiency by the Law Department.

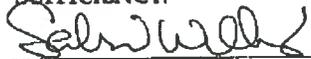
MBE/WBE PARTICIPATION:

N/A

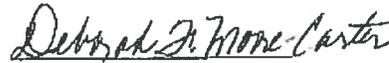
BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable yes no
 If not, why: other (Local 734 Addendum Agreement)
 BCRF Certification Statement completed and returned to Agency yes no

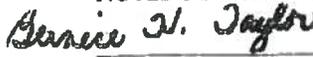
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 Sabrina Willis, Assistant Solicitor

LABOR COMMISSIONER:


 Deborah F. Moore-Carter

NOTED BY THE BOARD OF ESTIMATES:

 JUL 21 2010
 Clerk Date

Attachment
 DPMC/lwmcn/734addendum
 cc: Mayor Rawlings-Blake
 James S. Clack
 Robert J. Sledgeski

26-1416-0017

1400-10-01

**JOINT ADDENDUM TO
MEMORANDA OF UNDERSTANDING
Between
Baltimore Fire Officers, Local 964, IAFF,
Baltimore Fire Fighters, Local 734, IAFF,
And the Mayor and City Council of Baltimore**

This Agreement is made between Baltimore Fire Officers, Local 964, IAFF and Baltimore Fire Fighters, Local 734, IAFF (the "Fire Unions") and the Baltimore City Fire Department ("BCFD") about the proper interpretation and application of BCFD MOP 322, 322-1, 322-2, 341-1, and 343-2 and Article 30 of the Memorandum of Understanding for FY10 and FY11 for each of the Fire Unions' bargaining units. To clarify and amend the terms and conditions that shall apply to Vacation and Holidays, Compensatory Leave and Continuing Education Leave, the Fire Unions, BCFD and the Mayor and City Council agree as follows:

1. For all purposes, for BCFD members who permanently separate from employment with nineteen (19) or more years of service, then, under Article 30 the maximum number of days of paid Holiday and Vacation Leave (over and above accrued Compensatory Leave and Leave for Continuing Education which shall be separately accounted for and not included in these figures) that can be accrued and held by those employees shall be:

For All BCFD Employees hired prior to July 1, 1979:

Vacation, Holidays and Election Days Grouped Together	<u>Total:</u>
964 Unit Members: B.C. (5 x 40 = 200) can be working on 6 th year = 242 days	
Capt. Licut. (5 x 38 = 190) can be working on 6 th year = 230 days	
734 Unit Members: (4 x 36 = 144) can be working on 5 th year = 182 days	

For All BCFD Employees hired after July 1, 1979

<u>Nineteen (19) years or more service</u>	<u>Total:</u>
<u>964 Members</u> Vacation: (5 x 24 = 120) can be working on 6 th year = 144 days	
Personal Leave: (5 x 04 = 20) can be working on 6 th year = 24 days	
Holidays: (5 x 11 = 55) can be working on 6 th year = 66 days	
Sub-Total:	234 days
Election Days	2 days
Total:	<u>236 days</u>
<u>734 Members</u> Vacation: (4 x 24 = 96) can be working on 5 th year = 120 days	
Personal Leave: (4 x 04 = 16) can be working on 5 th year = 20 days	
Holidays: (4 x 11 = 44) can be working on 5 th year = 55 days	
Sub-Total:	195 days
Plus 2 Election Days	2 days
Total:	<u>197 days</u>

2. For employees who permanently separate from employment with less than nineteen (19) years of service, the maximum number of days allowable under ¶ 1 of this Agreement shall be apportioned accordingly.

3. Paid Compensatory Leave shall be separately accounted in hours, and it shall not exceed a maximum of 480 hours at any given time (with the exception of compensatory hours awarded on account of apprenticeship service under 734 MOU Arts. 8.I. and 9.I. which amount may then exceed 480 hours in total without a cap or limit).

4. In addition to the amounts of paid days off recognized under the previous paragraphs in this Agreement, any other balances recognized by BCFD and/or the Mayor and City Council in any other agreements with IAFF Local 734 and/or IAFF Local 964, including any that pertains to furlough days, vacation days (5 days (FPA Agreement)), and/or continuing education days, shall continue to be observed.

Confirmation and Effective Date

5. This Joint Addendum shall become operative upon approval and ratification by the Office of the Labor Commissioner, the Fire Unions, the Chief of Department, BCFD and the City's Board of Estimates.

Agreed as of this 7TH day of JULY 2010.

For Baltimore Fire Fighters, Local 734:

Robert J. Sledgeski
Robert J. Sledgeski, President

For the Baltimore City Fire Department:

James S. Clack
James S. Clack, Fire Chief

For the Office of the Labor Commissioner:

Deborah F. Moore-Carter
Deborah F. Moore-Carter,
Labor Commissioner

Approved as to form and Legal Sufficiency:

Sabrina Willis
Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:

1 JUL 21 2010
Date

Bernard D. Payne
Clark

ADDENDUM I:
STAFFING ESTIMATES

October 10, 2013

Michael B. Campbell
President, Baltimore Fire Officers
IAFF Local 964

Charles R. Hoffman
President, Baltimore Fire Fighters
IAFF Local 734

Re: Fire Suppression Rated Positions Staffing Estimate

Dear Mr. Campbell and Mr. Hoffman,

The number of rated positions in the Fire Suppression Division as of January 1, 2014 is anticipated to remain consistent with the current staffing levels as estimated below. If there is any anticipated change to the staffing levels of the below positions, the Department will provide an estimate upon request. All estimates are subject to change based on Departmental needs.

Lieutenant - 123
Lieutenant ALS - 40
Total = 163

Captain - 53
Captain ALS - 8
Total = 61

Battalion Chief - 25
Battalion Chief ALS - 3
Total = 28

FIB Captains - 4

Sincerely,

Jeffrey Segal
Chief of Department
Baltimore City Fire Department