

***MEMORANDUM of UNDERSTANDING***

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***FISCAL YEARS 2014 - 2016***

**\*\*\*\*\***

***between***

**\*\*\*\*\***

***THE CITY OF BALTIMORE***

**\*\*\*\*\***

***and***



***THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES***

***AFL-CIO, COUNCIL 67 and LOCAL 2202***

***HUMAN SERVICE WORKERS***

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**MEMORANDUM OF UNDERSTANDING**

**\*\*\*\*\***

**FISCAL YEARS 2014-2016**

**\*\*\*\*\***

**between**

**\*\*\*\*\***

**THE CITY OF BALTIMORE**

**and**

**\*\*\*\*\***

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL 67**

**and**

**LOCAL 2202**

This Memorandum of Understanding entered into as of the 1st day of July 2013 between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 67 and Local No. 2202 ("Union"). To the extent that implementation of these points requires action by the Board of Estimates ("Board") and/or the City Council, this Memorandum will serve a request and recommendation to such bodies that it be so implemented.

## **ARTICLE 1**

### ***DECLARATION OF PRINCIPLE, POLICIES & 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. 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 the following Memorandum of Understanding.

## **ARTICLE 2**

### ***RECOGNITION***

#### **A. Exclusive Agent**

The Employer recognizes the Union as the exclusive negotiating representative of all eligible employees in units for whom the Union has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance Article 12, Sections 1 through 9 of the Baltimore City Code.

#### **B. Unit Information Provided**

The Employer agrees to furnish the Union on a monthly basis a complete list of titles and rates of pay for all classes within the Union's jurisdiction. The list to be furnished shall include the name and work location of each person currently employed in the Union's bargaining unit. Should the Union request, the City shall, within twenty (20) days after the Union's request, furnish to the Union the home address for each person currently employed in the Union's bargaining unit.

#### **C. Classification Change Notification**

The Employer shall notify the Union of all changes in job classifications or class specifications. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer. The Employer's notice of a change in job classification or class specification shall be given to the Union in writing and it shall include a reasonable description of the changes proposed, which description shall be delivered to the Union by mail, fax or e-mail, at least fourteen (14) days before the change is to take effect.

## ARTICLE 3

### *CHECK OFF*

A. All Employees covered by this Memorandum of Understanding (1) who were employed after July 1, 1976 and elect not to join or remain members of the Union or (2) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of the Union, but elect to terminate such membership and/or revoke said dues authorization cards shall, as a condition of continued employment, following their 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 Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of Civil Service rights, and any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

B. The Employer agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Union within seven (7) days of said deduction. The Employer agrees to supply the Union with a dues deduction computer print-out monthly. Said print-out shall include each individual's name, address, salary or wage, and the amount deducted per pay period. Said deductions and print-outs shall be provided without cost to the Union. Even if a probationary employee signs a dues check off authorization before the employee completes his/her probation as provided under the Municipal Employee Relations Ordinance, the City shall nonetheless begin to check off union dues, as authorized in the check off, within the next full pay period following the City's receipt of the check off authorization from the employee. The terms of this ¶B. shall not for any other purpose change or expand the definition of an employee.

C. P. E. O. P. L. E. Deductions The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so the monthly amount authorized by the employee for the Public Employees Organized for Political Legislative Equality (P.E.O.P. L. E.). This voluntary authorization may be revoked at any time by notifying the Central Payroll Division in writing of the desire to do so. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

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.

D. The City will provide up to 1 hour during orientation for a Union representative to meet with new employees. No less than once every six months, the City shall notify the Union, in writing by mail the times dates and places of all new employee orientation sessions. The City shall provide a confirmation notice of the place of each session one week before each scheduled session.

## **ARTICLE 4**

### ***DISCRIMINATION***

#### **A. Equal Application**

The provisions of this Agreement shall be applied equally to all employees for whom the Union is the certified representative, without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or sexual orientation.

#### **B. Rights Guaranteed**

The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the Municipal Employee Relations Ordinance.

#### **C. Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) of 1990 makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. In accordance with this provision of ADA, the parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual and the Employer shall take all actions necessary to comply with the Act.

## **ARTICLE 5**

### ***MANAGEMENT RIGHTS***

The Employer shall have all of the rights set forth in Article 12, Section 3-1, of the Baltimore City Code, supra, which is incorporated herein by reference.

## **ARTICLE 6**

### ***GRIEVANCE & ARBITRATION PROCEDURE***

#### **A. Grievance Defined**

Subject to any limitations of existing law, any grievance, defined in the Municipal Employee Relations Ordinance (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 any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner.

Step 1:

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

Step 2:

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or his designee and the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) calendar days.

Step 3:

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such an appeal, the Department Head or management representative designated by him and the Labor Commissioner shall meet with the Union Steward, the President of the Local Union, a council representative and the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing on the said form within ten (10) calendar days thereafter.

Step 4:

If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested within ten (10) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner.

(a) If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Thereafter, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

(b) The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.

(c) The arbitrator shall confine himself to the precise question presented for arbitration and shall have no authority to determine any other question.

(d) The arbitrator may hear or decide more than one (1) grievance if jointly requested by the parties.

(e) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union.

#### **B. Time limits**

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

#### **C. Untimely Responses**

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. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step at anytime after the time for an answer has expired, even though an answer has not been issued.

#### **D. Cost of Arbitration**

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

#### **E. Computing of Time Limits**

In computing the time limits under this Article, the date of the preceding event shall be counted.

#### **F. Discharge & Suspension Grievances**

1. The time period for filing a grievance under this Memorandum or an administrative appeal before the City's Civil Service Commission to contest any form of discipline shall not begin until after a conference is held, or in the case of a termination after the pre-termination hearing is held, the final action is issued by the appointing authority and the employee(s) affected have received written notice of such action.

2. The rights of any employee who, on or after July 1, 2007, is discharged, reduced in pay or position or suspended for more than thirty (30) days, shall be as prescribed in Article VII, Section 100 of the Baltimore City Charter (2006), as amended by City Council Resolution 06-017 (ratified November 7, 2006) and in Article 22, Paragraph C. of this Memorandum.

3. Any employee who is suspended for three or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline. 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 Baltimore City Code (2000), Article 12, Section 3-2(3)(i), the discipline was for just cause, and, if not, what shall be the remedy.

G. A grievance may be advanced to the next step at anytime after the time for an answer has expired, even though an answer has not been issued. A grievance must be timely advance once it is answered by management.

## ARTICLE 7

### *BARGAINING UNIT INTEGRITY*

A. On a quarterly basis, the Employer shall prepare a written report (the "Quarterly Report") which shall be delivered by the Employer to the Union within thirty days of the end of each calendar quarter.

The Quarterly Report shall contain the number of bargaining unit positions that are authorized within the annual operating budget of the City, and the number of positions that are vacant or are not filled by permanent employees who are members of the City's Civil Service and who are covered by this Memorandum of Understanding.

B. If requested by the Union, the Employer shall meet with the Union to discuss the Employer's efforts to fill those positions identified as vacant or unfilled. If the Union requests it, the Employer shall attempt to identify every bargaining unit position that is vacant, or that has been filled by an acting out of title assignment for more than sixty (60) days, within the 30-days following receipt of a Quarterly Report.

C. If, during FY 2015 or 2016, the City is considering entering into a contract under which employees of that contractor will directly replace unit employees who, during one of these Fiscal Years, has been previously laid off, or such contract will result in the subsequent layoff of unit employees because the work will be performed by the contractor's employees, the City agrees to give the Union sixty (60) days advance notice of such contracting and to discuss the impact of such contract, all alternatives to contracting out this work or laying off employees, included but not limited to employment of unit employees in the same or similar classifications doing similar work or in other classifications for which they are qualified.

D. The City will provide the Union with access to electronic copies of all RFPs. If the Union determines that an RFP impacts bargaining unit members, upon request, the City shall discuss with the Union possible alternatives to privatization, the projected

savings to result from privatization and alternatives for bargaining unit members who will be adversely affected by the proposed initiative.

## **ARTICLE 8**

### ***UNION STEWARDS & UNION REPRESENTATION***

#### **A. Union Representation**

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, with the Union President and/or Council Representative in all grievances filed under this Agreement.

#### **B. Steward Listing Provided**

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. Number of Stewards and Alternates**

There shall be no more than one Union Steward and alternate in each area referred to in Section A of this Article.

#### **D. Grievance Process & Investigation**

After appropriate notice to his immediate supervisor, a Union Steward shall be granted reasonable time off during working hours when he is engaged in processing a grievance under Article 6 of this Agreement.

#### **E. Local President – Union Business Leave**

The President of the Union shall, when the need arises, be granted up to twenty-four (24) hours per week for the purpose of conducting Union business.

## **ARTICLE 9**

### ***SENIORITY***

#### **A. Application**

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

## **B. Layoffs**

In the case of reduction-in-force or the elimination of a position:

- (a) Classification seniority within the division shall be given, provided the employee's productivity is satisfactory.
- (b) However, as to executive, administrative, technical or professional employees, the current Civil Service Rule #52 shall apply.
- (c) An employee who has been identified for layoff shall be able to displace a less senior employee in a lower classification in a job series within the same layoff unit, provided he is qualified and able to perform the duties of the job.

For the purpose of this Paragraph, seniority shall be defined as the total length of continuous service in the higher and lower classifications.

- (d) An employee who displaces an employee in a lower classification in this manner shall be placed on the reemployment list established for the higher classification in accordance with Civil Service rules.

## **C. Entitlement Prior to Layoff**

Before an employee's effective layoff date is scheduled, he (she) shall be entitled

- 1. to convert to cash his (her) accumulated vacation and personal leave, or
- 2. to continue his (her) employment status until all accumulated vacation and personal leave has been exhausted.

In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 11 of this Memorandum.

## **D. Promotion by Seniority: Application**

The Human Services Division and the Union shall work together to establish a process whereby the Human Services Division staff will be able to move into positions of Assistant I, II, III and IV on the basis of seniority as long as the senior eligible employee is capable of performing the duties in the higher classification.

## **E. Reduction-in-Force**

In case of a reduction-in-force, an employee with twenty (20) years or more of continuous City service may volunteer to be laid-off. The employee must send a written request to the agency

head asking that he be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

**F. Department of Human Resources Mailing List**

The Union, AFSCME, Local 2202, will be placed on the Department of Human Resources' mailing list for classified service job announcements. The Union will encourage employees to notify the Department of their interest in other classified service positions for which they qualify. The agencies will continue to make good faith efforts to notify employees of the vacancies in classified service positions by posting Department of Human Resources job announcements where notices to employees are customarily posted.

**ARTICLE 10**

***HOLIDAYS***

**A. Holidays Listed**

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

New Year's Day  
Martin Luther King's Birthday (The observation shall coincide with the State of Maryland observation)  
Washington's Birthday  
Good Friday  
Memorial Day (The observation shall coincide with the State of Maryland observation)  
Independence Day  
Labor Day  
Columbus Day (The observation shall coincide with the State of Maryland observation)  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**B. Congressional Election Day**

U.S. Congressional Election Days, which occur on the Tuesday following the first Monday in November in even numbered years, shall also be observed as a holiday.

**C. Voting Time**

In the case of an election other than general or congressional, and upon request, the Employer shall allow employees who are eligible and registered to vote up to two (2) hours leave, if necessary, for the purpose of voting without loss of pay.

**D. Holidays Falling on Weekends**

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday; if a holiday falls on a Sunday, the following Monday will be observed as the holiday. In the case of employees working on a schedule other than Monday through Friday, if one (1) of the listed holidays falls on one (1) of the employee's regular days off, he shall be granted another day off within the same pay period or not later than the following pay period, or be paid one day's pay. Management will consider employee requests for a substitute day off within the time frame specified above.

**E. Holidays: Shift Workers**

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

**F. Holidays & Sick Leave**

An employee scheduled to work on a holiday who calls in sick shall be charged for sick leave on that day. Failure to notify the supervisor of illness will result in no pay for that day.

**G. Holiday Pay Eligibility**

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

**H. Rates for Holidays Worked**

Employees required to work on a holiday will be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked in addition to their holiday pay.

**ARTICLE 11**

***VACATION LEAVE***

**A. Accrual**

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

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

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

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

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

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

#### **B. Vacation Requests**

Vacation may be taken by employees entitled thereto subject to approval of their supervisor. Such approval shall not be unreasonably withheld. Requests for vacation shall be completed by the employee on the prescribed agency form and submitted to the supervisor at least one (1) week prior to the first day of leave, if the leave is to last one (1) week or more. Except in cases of emergency, leave request for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desire of employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.

#### **C. Vacation Pay**

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

#### **D. Holidays Within Scheduled Vacation Periods**

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

#### **E. Early Closings & Vacations**

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

**F. Vacation Leave Units**

An employee may use vacation leave in units of no less than one-tenth (1/10) of a day and in equal increments thereof.

**G. Accrual While in Pay Status**

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

**H. Prior Service Recognized**

Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of layoff due to lack of work or lack of funds and who are subsequently reemployed.

**I. Prior Service Recognition: Exception**

Employees who are reemployed, except as defined in I, above, following a break in service of thirty (30) or more work days, shall be considered as new employees for the purpose of computing vacation allowance.

**J. Vacation Carried on Transfers**

Whenever employees transfer from one (1) permanent City position to another permanent City position without a break in service they shall be entitled to retain their vacation balance.

**K. Vacation and Military Leave**

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

**L. Bonus Vacation Provision**

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

**M. Vacation Leave Pay-out Upon Separation**

Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, personal leave, overtime or bonus

pay, except in the case of bona fide indebtedness to the Employer. The cutoff ticket must contain, therefore, a record of all leave due the employee upon his separation.

**N. Vacation Accrual: Part-time Permanent**

Part-time permanent employees shall accrue vacation leave in accordance with the following schedule.

1. Part-time permanent employees with less than six (6) years completed continuous service shall be credited with one (1) day vacation leave when they have worked a total of one hundred sixty (160) hours.
2. Part-time permanent employees with six (6) but less than eleven (11) years of completed continuous service shall earn vacation leave of one and one-quarter ( $1\frac{1}{4}$ ) working days for each one hundred sixty (160) hours worked.
3. Part-time permanent employees with eleven (11) but less than fourteen (14) years of completed continuous service shall earn vacation leave of one and one-half ( $1\frac{1}{2}$ ) working days for each one hundred sixty (160) hours worked.
4. Part-time permanent employees with fourteen (14) but less than nineteen (19) years of completed continuous service shall earn vacation leave of one and three-quarters ( $1\frac{3}{4}$ ) working days for each one hundred sixty (160) hours worked.
5. Part-time permanent employees with more than nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

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

**O. Probationary Employees**

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

**P. Leave Reform**

1. Notwithstanding the preceding terms in this Article 11, effective July 1, 2015, all vacation days accrued by each employee through June 30, 2015 shall be set aside in a "Legacy Vacation Account" which account shall reflect all of the employee's accrued but unused vacation days through that date.

2. Beginning July 1, 2015, the City shall open a "New Vacation Account" for each employee into which account the City shall deposit vacation days consistent with all other terms of this Article 11. At the end of each calendar year, each employee's New Vacation Account shall not exceed forty-five vacation days.

3. Over the course of each fiscal year, employees shall be permitted to use or expend vacation days, first, from their New Vacation Account. Any additional vacation days used or expended by an employee, in excess of vacation days currently accrued or vacation days deposited in the new Vacation Account shall be drawn from the Legacy Vacation Account. Once a day is expended or withdrawn from the Legacy Vacation Account it may not be replaced or returned to the Legacy Vacation Account.

4. Each year, employees shall be given opportunity to use all new vacation days earned during the current calendar year, to avoid any forfeiture of vacation days accrued.

## **ARTICLE 12**

### ***SICK LEAVE***

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

B. Sick leave shall accrue at the rate of one (1) day for each month of completed service; provided that the employee is in pay status at any time during the payroll period in which his anniversary date occurs.

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

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

E. Employees who resign or terminate employment after June 1 of any year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year.

F. In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, shall be entitled to a bonus of one (1) day's pay for each four (4) days of

accumulated sick leave at the time of their retirement and/or termination from City service.

G. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

H. An employee may use sick leave in units of no less than five (5) minute increments.

I. Employees shall notify their supervisor prior to the start of the employee's work shift on the first day of absence due to illness, and at such intervals as specified by the supervisor for the duration of such absence.

J. All use of sick leave is subject to verification, including periodic examination by the Employer's physician.

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

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

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

M. An employee with at least three (3) years of City service and who is unable to return to work after all of his accrued sick leave, vacation leave and personal leave have been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Personnel. Such request must be accompanied by a medical certificate. No extension, however, may exceed one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit must reimburse the City for one-half (1/2) of the extended sick leave days granted.

N. In the case of part-time permanent employees, sick leave shall accrue at the rate of one (1) day sick leave for each one hundred sixty (160) hours worked. A day of sick leave shall be equal to a regular full time work day of an employee covered by this Memorandum.

O. Employees may use up to five (5) days of their accumulated sick leave to care for an immediate family member who has a serious health condition, all as defined in the Family and Medical Leave Act of 1993 (the FMLA).

P. An employee may utilize accumulated leave for appointments with doctors and dentists, which appointment could not be scheduled at other times. Sick leave used with prior supervisory approval for such appointments will not count as an "occasion" under the Attendance Monitoring Program. Such requests should be made as soon as possible prior to the date of the appointment, but not less than ten (10) working days prior the appointment.

Q. The Family and Medical Leave Act of 1993 and the provisions of Administrative Manual AM-203-3 that implement the FMLA shall be followed. The Employer shall notify an employee when paid leave for which the Employee qualifies may also be counted against the Employee's available leave under the FMLA.

## **ARTICLE 13**

### ***OTHER LEAVE***

#### **A. Bereavement Leave**

Four (4) consecutive work days leave with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse, domestic partner, (as defined in the Administrative Manual (AM), children, grandchildren, step and half-blood relatives. One (1) day's leave of absence will be authorized for the death of aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or on the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of death.

The four (4) days shall commence, at the option of the employee, on the day of death or the day following the day of death. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall also be considered to have been a member of the immediate family.

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

The Employer may ask for information to document a request for death leave due under this Article if there is a reasonable cause to believe that an employee who has requested the leave has abused the benefit or misrepresented his or her right to demand time off for the leave.

## **B. Job Injury Leave**

In the event that an employee shall suffer a line-of-duty injury or illness, said employee shall remain in paid status without being charged sick leave until such time as a decision is made by the third-party administrator as to whether or not the injury or illness shall be classified as line-of-duty or non-line-of-duty. The employee shall be paid an amount equal to sixty-six and two-thirds percent (66 2/3%) of his/her regular pay which may be excluded from federal adjusted gross income and therefore is not subject to either federal or state income tax (standard Workers Compensation benefit). In addition, the Employer shall provide a supplement to the standard Worker's Compensation benefit so that the gross pay of employees is equal to eighty-five percent (85%) of the employee's regular gross pay. If it is determined that the injury is non-line-of-duty and the employee has been paid for days in excess of his accrued leave days, he shall repay or be docked for such pay; provided, however, that such repayment or docking shall not exceed forty-five (45) days of overpayments. An employee may repay any amount owed by using sick leave, vacation or personal leave days or by having his pay docked; provided, however, that in no instance shall the Department dock an employee more than twenty-five percent (25%) of any paycheck.

## **C. Civil Defense Leave**

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

1. A request for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.
2. The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

## **D. Military Training**

All employees who are members of the organized militia or the Army, Navy, Air or Marine reserves shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty in the event of an emergency, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

#### **E. Jury Service**

An employee who is required to perform jury service in any court (City, Federal or County) shall be paid his regular salary. Employees shall notify their supervisor immediately by memorandum attaching a copy of their summons.

An employee who reports for jury duty and is dismissed, shall report to work for the remainder of the working day. The City will no longer deduct from wages the funds paid by the jurisdiction for jury service.

#### **F. Leave Without Pay (LWOP)**

1. Upon application in writing any employee may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability. Extensions of leaves of this nature shall be mutually agreed upon by the Employer and the Union.

2. Any employee elected or appointed as President, Vice President or Council Representative of the Union shall be granted a leave of absence without pay for the term of the election or appointment to his office or any extension thereof.

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

Leaves of absence for educational purposes shall not be granted more than once every three (3) years.

The Employer and the Union agree to cooperate in the development of job training upgrading, apprenticeship and career ladder programs.

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

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

#### **G. Union Conventions**

The Employer shall grant leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences; provided, that

during any one (1) calendar year, not more than fifteen (15) such employees shall be granted such leave and no employee shall be granted such leave more than once

#### **H. Personal Leave**

1. Effective July 1, 2015, all personal leave days accrued by each employee through June 30, 2015, up to a total of eight (8) days, shall be set aside in a "Legacy PL Account" which account shall reflect all of the employee's accrued but unused personal leave days through that date.

2. Beginning July 1, 2015, the City shall open a "New PL Account" for each employee into which account the City shall deposit personal leave days consistent with all other terms of this Article 13, ¶ H. On or before June 30 of each Fiscal year, each employee's New PL Account shall be exhausted or zeroed out, thus to leave no personal leave days to carry forward.

3. Over the course of each calendar year, employees shall be permitted to use or expend personal leave days, first, from their New PL Account. Any personal leave days used or expended by an employee, in excess of personal leave days deposited in the New PL Account shall be drawn from the Legacy PL Account. Once a day is expended or withdrawn from the Legacy PL Account it may not be replaced or returned to the Legacy PL Account.

4. Request for personal leave for religious holidays shall not be denied.

5. Employees will be paid for unused personal leave in their Legacy PL accounts when separated from City Service.

#### **I. Leave Usage**

An employee may use vacation leave, personal leave, and sick leave in units of no less than one tenth (1/10) of a day and in equal increments thereof.

#### **J. Graduation Leave**

Effective July 1, 1999 employees shall receive a one-day leave of absence with pay to attend his own graduation from an accredited college or university, or a ceremony to receive a GED certificate, if scheduled during the employee's regularly scheduled workday.

Effective July 1, 1999, employees shall receive one-day leave of absence with pay to attend graduation exercises of a spouse, child or authorized dependent, as certified on the employee benefits file or legal documentation, from senior high school or an accredited college or university provided that the graduation exercises are scheduled during the employee's regularly scheduled workday. All requests for graduation leave must be submitted at least four weeks in advance. Documentation of the graduation exercise must be submitted with the leave request.

## ARTICLE 14

### *HOURS OF WORK*

#### **A. Consecutive Daily Hours**

The regular hours of work each day shall be consecutive except for interruption for lunch periods. Except in those situations where the City implements its emergency schedules (such as inclement weather or other event which seriously impacts the City and its operation), the previously posted schedule of daily reporting and quitting times may not be changed without prior notice to the Union. If requested, the City shall meet and discuss such change with the Union. The intent of this provision is to require the City to observe an employee's starting and quitting times which have been previously posted.

#### **B. Work Week**

1. A regular work week shall be scheduled and posted for each City worksite.
2. The work week shall consist of five (5) consecutive work days, except for employees in continuous operations.

#### **C. Work Day**

1. A maximum of eight (8) consecutive hours, including a paid forty (40) minute lunch period, shall constitute a work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.
2. Effective July 1, 2008, the parties shall organize an Hours of Work/Work Schedule Committee, which Committee shall be composed of an equal number of labor and management representatives. The task assigned to the Committee shall be to study whether to increase the number of hours of work in a regular work day from eight (8) (based on a five (5) day work week) to ten (10) (based on a four (4) day work week) for certain operations.

The Committee shall complete its work and prepare a written recommendation to present to the parties on or before January 1, 2009, prior to negotiations for Fiscal Year 2010.

#### **D. Work Schedules Posted**

Work schedules showing the employees' shifts, work days and hours shall be posted on each department bulletin board at all times. When work schedules are prepared and posted for the calendar month (or other extended period) a copy of the work schedule also shall be delivered (or made available in the normal place messages are provided) to each employee at least five (5) work days before the new schedule is to take effect.

**E. Lunch Period**

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

**F. Work Outside Regular Shift**

Employees called into work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half (1½) times his regular rate of pay only for the time so worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed to mean compounding of overtime.

**G. Night and Shift Differentials**

Employees regularly assigned to night or shift work shall be paid (35) cents per hour above the established rates for each hour worked on shifts which commence between the hours of 2:00 p.m. and 5:00 a.m. When applicable, night differential shall be paid at the appropriate overtime rate. Shift differential will become part of an employee's base pay for paid leave purposes after he has been assigned to an eligible shift for thirty (30) consecutive days.

**H. Limitation on Consecutive Work Hours**

Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break except in the case of an emergency endangering life, health and safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours.

**ARTICLE 15**

***OVERTIME***

**A. Overtime Defined**

All hours worked in excess of the regularly scheduled work day or in excess of the regularly scheduled work week shall be considered overtime and paid for at the rate of 1½ times the normal straight time rate of pay.

**B. Paid Leave Considered Time Worked**

All paid leave shall be considered time worked in the computation of overtime.

### **C. Overtime Equalization**

Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six-month period beginning on the first day of the calendar month following the effective date of this Memorandum, or on the first day of any calendar month this Memorandum becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

### **D. Overtime Voluntary**

Overtime work shall be voluntary except in the event of an emergency. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. A record shall be kept for each employee and posted, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted toward overtime offered as per paragraph C above. If an employee fails to report for an overtime shift for which the employee has volunteered, no discipline shall be implemented if the employee has a documented illness or injury, or the employee is excused from an assignment of voluntary overtime at least twenty-four (24) hours before the start of the scheduled shift.

### **E. Seventh Consecutive Day of Work**

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

Where in the normal operation of a department, work is regularly scheduled on Saturdays and/or Sundays, no more than ten (10) days of work shall be scheduled for any employee in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-half (1½) times his hourly rate for all hours worked in excess of ten (10) regularly scheduled days during said fourteen (14)-day period, except that for all hours worked in excess of twelve (12) days during said fourteen (14)-day period the employee shall be paid two (2) times his hourly rate.

### **F. Rearranged Work Schedules: Disallowed**

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

### **G. Two or More Different Types of Work**

When an employee in a single work week works at two (2) or more different types of work for which different straight-time rates have been established, the employee will receive

paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

## ARTICLE 16

### *SAFETY AND HEALTH*

A. The City shall provide to all members of the Union's bargaining unit a safe and healthful work place. 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. If an employee feels that a piece of motor vehicle equipment he must operate is unsafe, he shall immediately report it to his supervisor who shall make an immediate inspection. No employee shall be required to operate an unsafe piece of motor vehicle equipment.

B. A Joint Labor/Management Committee shall be established to review safety standards, accident related causes and other safety matters to promote employee safety.

C. In addition, a Joint Labor/Management Safety Committee shall be established with equal Union and City representatives to discuss safety and health issues as they relate to AFSCME Local 2202 employees.

D. To enable the City to safeguard the safety, health and well being of all bargaining unit employees, the City shall, within thirty (30) days after the demand of either the Joint Committee or the Union, furnish to the Joint Committee, or to the Union, or to both, either (i) copies any work site inspections or statements of clinical findings which may concern the work or place(s) of employment of members of the Union's bargaining unit; or (ii) any information that is within the City's possession, custody or control about specific pathogens, contagions, environmental hazards, toxic chemicals, health or accident risks that are under active study by the Joint Committee under this Article 15.

E.

1. When an employee is directed by the City to report to the City of Baltimore Occupational Medical Services (Mercy Clinic), the City shall require the Mercy Clinic 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 the Mercy Clinic 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 City shall, at all times, honor and require the Mercy Clinic to honor its employees' confidentiality and privacy right with regard to medical information and care.

5. The Mercy Clinic or such successor clinic which may be used by the City or the Employer may determine whether an employee is fit for duty or unfit for duty but may not require an IME, or attach as a condition of employment a fitness or wellness standard, as a condition of employment if the employee is otherwise fit to work.

## **ARTICLE 17**

### ***BULLETIN BOARDS***

The Employer agrees to provide reasonable bulletin board space labeled with the Union's name, where notices of official Union matters may be posted by the Union.

## **ARTICLE 18**

### ***HEALTH & WELFARE***

#### **A. Benefit Coverage**

Through June 30, 2015 (and calendar 2015), the parties recognize, and agree to, the Health and Prescription Drug Plan Agreement as agreed by the Union (and other Unions) approved by the Board of Estimates on November 7, 2012, which Agreement is attached to this MOU as Addendum A, along with the three (3) attachments to the 2012 Agreement.

#### **B. Death Benefit**

In the event of ordinary death, the Employer will provide a lump sum death benefit equal to the greater of \$15,000 or the employee's annual salary.

In the event of accidental death, the employee shall receive the greater of \$15,000 or the employee's annual salary, in addition to any pension received under the Employee's Retirement System.

An employee's coverage under this provision shall terminate upon separation, except that employees represented by AFSCME shall be covered by a reduced death benefit of \$5,000 if they retire from City employment.

Dismemberment benefits shall be as follows:

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

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

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

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

The death benefit, as stated above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for the City or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

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

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, Local 2202 or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to Local 2202, an appeal may be made to the Catastrophic Illness Appeals Board.

Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by Local 2202, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

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

## **Beneficiary**

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

- (a) The beneficiary designated by the employee to receive retirement system benefits; or
- (b) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

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

### **C. Premium Payment-Extended Sick Leave**

The Employer shall continue to pay its share of Health and Welfare premiums for employees on extended sick leave; provided the employee continues to pay his or her share, if any.

### **D. Premium Payment -- Leave Without Pay**

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

An employee's coverage under this provision shall terminate upon separation, except that the employees represented by AFSCME shall be covered by a reduced death benefit of \$1,500 if they retire from City employment.

### **E. Joint Labor/Management Health Benefits Committee**

A Joint Labor/Management Health Insurance Committee shall be established to review the City's present health insurance plans, benefits and costs for Plan Year 2011. The Employer shall consult with the Committee prior to implementing any changes in health care benefits. The Joint Committee shall be made up of an equal number of AFSCME and Management representatives.

### **F. Waiver of Health Insurance Coverage**

Effective January 1, 2002, the Employer shall remit an annual payment of \$2500 to be paid bi-weekly to each employee who, with satisfactory proof of alternative Health Insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. The waiver of coverage applies to medical, dental, vision, and prescription drug programs. Health care coverage cannot be provided by a spouse/domestic partner who receives City benefits.

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 30 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.

#### **G. Prescription Drug and Vision Care for Eligible Unmarried Dependents**

Effective January 1, 1998, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 26 or until the end of the year they cease being full-time students, whichever occurs first, provided that the parent has not waived coverage under paragraph F above. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

### **ARTICLE 19**

#### ***RATES OF PAY***

##### **A. Wages**

1. Employees shall receive the following across-the-board increases during the term of this MOU:

FY 2014	2.0% (already given)
FY 2015	2.0% (already given)
FY 2016	2.0%

2. In addition to the above in ¶ 20.A.1, a one-time bonus of \$1,000 (one thousand dollars) shall be paid to each employee who was on payroll and in pay status within the bargaining unit on or after December 31, 2014. This payment as soon as is practical following approval of this bonus, as required, by the City Council and/or Board of Estimates.

B. Effective on or after January 1, 1992, a Section 125 Plan will be implemented whereby the employee's contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes. It is mutually agreed that AFSCME Local 2202 will continue to provide positive assistance in the enrollment process through active communication of the Section 125 Plan features to its members.

C. This Memorandum of Understanding shall be amended to provide for additional increases comparable either to (a) any increases given by the Employer in wages for the bargaining unit represented by CUB (whether adjustments to salary scales, across-the-board increases or step increases, which increases exceed the wage increases for this bargaining unit as,

reflected in ¶20A, above, or (b) any improved health insurance benefits which are more favorable than those in this Agreement which are negotiated and granted to CUB bargaining unit employees for such period.

## **ARTICLE 20**

### ***VISITATION***

An officer or accredited representative of the Union shall, upon reasonable request by the Union, be admitted to the property of the Employer during working hours for the purpose of discussing or assisting in the adjustment of grievances under Article 6 of this Agreement, provided that he does not interfere with the performance of duties. Each Union representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance.

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, designated Union representatives shall be allowed to:

1. Post official Union notices as defined above.
2. Transmit communications, authorized by the local Union or its officers, to the Employer or its representative.

## **ARTICLE 21**

### ***TRAVEL ALLOWANCE***

The travel allowance shall be the business standard mileage rate as prescribed by the Internal Revenue Service (IRS).

## **ARTICLE 22**

### ***DISCIPLINE & DISCHARGE***

#### **A. Discipline**

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The City must impose a disciplinary action no later than thirty (30) days after the agency acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where criminal conduct may be involved, or with offenses related to violations of civil statutes, including those governing anti-discrimination and sexual harassment, and in those cases the City must impose a disciplinary action no later than thirty (30) days after its investigation is completed. In any event, the City's investigation of and disposition on an alleged infraction shall occur with reasonable dispatch.

C. No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged, (ii) prior notice to the Union of the same; and (iii) an informal hearing at which management shall be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination.

D. 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 under Article 6, Paragraph A. of this Memorandum which grievance must be filed within fifteen (15) days after the action challenged. The employee's choice of which procedure to use to contest the action shall be final and binding on the employee, 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 3 (Department Head) of the Grievance Procedure in Article 6, Paragraph A of this Memorandum, 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 Union also may decline to arbitrate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2000), 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. The Arbitrator's decision shall be final and binding on the City, the Union and on the Employee(s) affected.

E. Any employee who, as discipline, is suspended for three 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 Memorandum which grievance must be filed within fifteen (15) days after the action challenged. 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 Memorandum, 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 Baltimore City Code (2000), 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.

F. The Employer shall not drop or suspend health insurance coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less.

## ARTICLE 23

### *NO STRIKE OR LOCKOUT*

#### A. No Strike or Lockout

The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding, there shall be no strikes, slow-ups, stoppage of work, and the Employer agrees that there shall be no lockout.

#### B. Unauthorized Job Action

In the event of an unauthorized strike, slow-up, or stoppage, the Employer 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 Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

#### C. Disciplinary Action

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 Memorandum of Understanding.

## ARTICLE 24

### TEMPORARY EMPLOYEES

No employee shall be required to remain in temporary employee status for a period exceeding six (6) months.

## ARTICLE 25

### *UNION SECURITY*

All employees covered by this Memorandum of Understanding (1) who are employed after the effective date of this Memorandum of Understanding, and elect not to join or remain members of the Union or (2) who were employed prior to the effective date of this Memorandum of Understanding 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 Memorandum of Understanding, 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 employee exclusive representative as a result of its certification.

### **Representation Fee**

Provided the Union complies with the provisions of this Article, the following shall apply to members of the bargaining unit, except those exempted pursuant to Article 1, Section 130 of the Baltimore City Code 1983 Replacement Volume, as amended:

#### **A. Implementation of Representation Fee**

Should the Union desire to implement the collection of a representation fee as permitted under the Municipal Employee Relations Ordinance, the Union must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers, which procedure shall include the right of any employee who is required to pay the fee to object or dissent from the fee, and to obtain a reasonably prompt decision from a neutral arbitrator on the issues in dispute. Once appropriately implemented by the Union, all employees who are covered by this Agreement but who are not members of the Union or who were once members of the Union but withdraw from Union membership shall (as a condition of employment) pay to the Union each month their fair share of the cost of services rendered by the Union that are chargeable as a representation fee.

The determination of the fee, collection, escrow, disputes, and other procedures relating to the representation fee shall be governed exclusively by the terms and conditions that are described in rules adopted for the purpose by the Union, which rules shall comply with Chicago Teachers Union v. Hudson, *supra*, and similar case authorities.

#### **B. Amount and Purpose of Representation Fee**

The Union will determine its calculation of the representation fee based on a percentage of its regular expenses and budget; said percentage to represent the cost of all services performed by the Union under the Municipal Employee Relations Ordinance and other local and state laws.

### **Notice to Employees**

The Union, using the City's internal mail system, shall once yearly send a written notice to each employee in the unit who is required to pay such a fee of the amount of the fee and how it has been determined. Alternatively, should the City not wish to make its internal mail system available to the Union for that purpose, the Employer shall release or make available to the

Union mailing labels with the last known home address of each non-member (or fee payer) to enable the Union to distribute its notice to those persons who must receive it.

**C. Collection of Fee**

The Employer, as a condition of employment, and subject to Article 1, Section 130 of the Baltimore City Code, supra, shall withhold from the bi-weekly salary of each employee who is not a member of the Union the representation fee as calculated on a bi-weekly basis.

**D. Indemnity**

The Union shall indemnify and save the City of Baltimore harmless and shall at the Union's expense (with counsel of the Union's choice) provide a defense 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 Board or City of Baltimore for the purpose of complying with any of the provisions of this Section, and the Union, subject to the conditions outlined in this Agreement, assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the Employer to the Union.

**ARTICLE 26**

***LONGEVITY***

All employees covered by this Memorandum of Understanding shall receive the following longevity increments, as a percentage of the maximum step of the grade, or, in the event they are on a flat salary, then as a percentage of their annual salary:

Effective January 1, 2007, all employees who are covered by this Memorandum of Understanding shall receive the following longevity increments, as an adjustments to base, as a percentage of the maximum step of the grade, or, in the event that any employee is on a flat salary or hourly wage, then as a percentage of an employee's salary or wages.

- 10 years of continuous City Service – 3%
- 15 years of continuous City Service – an additional 3%
- 20 years of continuous City Service – an additional 3%
  
- 25 years of continuous City Service – an additional 3%
- 30 years of continuous City Service – an additional 3%
- Effective July 1, 2015, 40 years of continuous City Service – an additional 2%

## ARTICLE 27

### *PENSION & RELATED BENEFITS*

#### A. Annuity Savings Certificate

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

- (1) Total annuity accumulation;
- (2) Employee annuity contribution and the amount that contribution is drawing;
- (3) Explanation on interest accrual;
- (4) Current year service credits; and
- (5) Probable maximum retirement allowance.

#### B. Employee Pension Counseling Service

The Employer shall train the Union Chief Stewards in the counseling of prospective retirees so that they may assist such prospective retirees in the selection of retirement allowance options.

## ARTICLE 28

### *EMPLOYEE ASSISTANCE SERVICE*

The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program for assistance by telephone or personal visit.

Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

## ARTICLE 29

### *TRAINING PROGRAM*

The Employer shall lend its full cooperation to Union training programs, both in the implementation of said programs and in placing those employees who have completed the programs. The Employer shall lend its full cooperation to all staff, allowing at least two days per year for workshops and/or training for the purpose of obtaining updated information and/or changes from both public and private Human Services providers.

## ARTICLE 30

### *OUT-OF-TITLE WORK*

Exempt, Competitive, and Non-Competitive Classes

A.

1. An employee who works out of title shall be accorded the wages and benefits that are commensurate with the position or capacity in which they work however long the employee works acting out of title.

2. An employee shall not be required to work out of title for a period of more than one hundred and twenty (120) calendar days.

3. The City shall not place and replace employees in an acting out of title status to extend the period of acting out of title to cover a specific position for a total of more than one hundred and eighty (180) calendar days.

4. Effective July 1, 2005, the City shall post and fill, or it shall abolish, any position that remains permanently vacant and is temporarily occupied by employees acting out of title for more than one hundred eighty (180) days. When the City permanently fills a position that has been temporarily occupied by employee(s) acting out of title, the Department of Human Resources and appointing authority shall give due consideration to the employee(s) who occupied the position in an acting out of title capacity.

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working days, he shall be paid the higher rate for such services commencing on the eleventh working day, in accordance with the rules and regulations as set forth in the Administrative Manual. No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days. The Labor Commissioner shall, as the Employer's representative, study out-of-title practices. The Union shall be given the right to actively participate and shall share in the information to be examined. The purpose shall be to determine (on a case by case basis) whether the out-of-title practice is inappropriately administered either by labor or management and, if so, to make effective recommendations to deal with any abuses.

## ARTICLE 31

### *CHANGES IN AGENCY*

#### **A. Operational Changes**

In the event that the Human Services Division is merged with another City Agency, or its operations are transferred to another City agency or terminated, the Employer and the Union, AFSCME, Local 2202 shall discuss such changes prior to their implementation and attempt to resolve all questions concerning the effect of such changes on employees covered by this Memorandum. Every attempt shall be made to allow employees to continue the benefits enjoyed under this Memorandum.

#### **B. Notification Prior To Transfer**

Employees will receive two (2) weeks notification before they are transferred from one center to another.

#### **C. Consultation Required**

The City will consult with the Union whenever positions are to be transferred outside of the unit.

## ARTICLE 32

### *VACANCIES*

Vacancies within the Human Services Division will be filled by individuals who qualify through the Department of Human Resources' classified service examinations. The examinations will be promotional.

## ARTICLE 33

### *MISCELLANEOUS PROVISIONS*

#### **A. Payroll Errors**

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

#### **B. Deferred Compensation Plan**

The Employer shall assume the administrative cost for those employees who participate in the Deferred Compensation Plan.

**C. Third Person Pronoun**

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

**D. Labor-Management Committee**

A Labor-Management Committee will be established comprised of the following representation: (3) from labor and (3) from management. The established committee will meet on a bi-monthly basis or as needed.

**ARTICLE 34**

***TERMINATION, CHANGE OR AMENDMENT***

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

Signed on this 22 day of April, 2015, in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL OF  
BALTIMORE:**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL 67 &  
LOCAL 2202:**



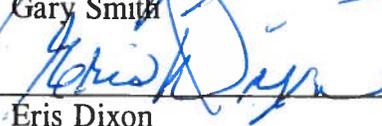
Deborah F. Moore-Carter



Peggy A. Peacock

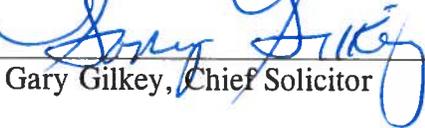


Gary Smith



Eris Dixon

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**



Gary Gilkey, Chief Solicitor

**NOTED BY THE BOARD OF ESTIMATES:**



Clerk

4/29/2015  
Date

## ADDENDUM A

### HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

As a result of negotiations between the City of Baltimore and the Unions which represent employees in the City including CUB, AFSCME, FOP, MAPS<sup>1</sup> and the Fire Unions,<sup>2</sup> 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.<sup>3</sup> 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:

---

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> There shall be one out of pocket maximum for both medical and mental health expenses.

OOP Max.

Employees with a salary below \$45,000 \$1,000/\$2,000

Employees with a salary \$45,000 or more \$1500/\$3,000

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

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

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

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

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

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

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

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 F. Moore-Carter

BY: TT O'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 Clayton

DATE: \_\_\_\_\_

DATE: 10-25-12

APPROVED BY THE BOARD OF ESTIMATES:

Bernice D. Taylor  
Date NOV 07 2012 Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

2nd DAY OF December 2012

Doug Gaj  
Assistant City Solicitor

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

BY: *[Signature]*

DATE: 10/19/12

IAFF, LOCAL 734

BY: *[Signature]*

DATE: 10/25/12

IAFF LOCAL 964

BY: *[Signature]*

DATE: 10/17/12

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

*[Signature]*  
Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

Date NOV 07 2012

# ATTACHMENT A

## City of Baltimore – 2013 Plan Designs

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

<sup>1</sup> 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.

# ATTACHMENT A

## City of Baltimore – 2013 Plan Designs

	Standard Plan Design	
	In Network	Out of Network
<b>Inpatient Hospital Mental Health</b>	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
<b>Inpatient Hospital Substance Abuse</b>	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
<b>Skilled Nursing/Extended Care Facility (coordinates w/ Medicare)</b>	90% (60 days per year combined)	70% (60 days per year combined)
<b>Outpatient Hospital</b>	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%
<b>Physician Services</b>	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%
<b>Outpatient Radiology (doctor's office or independent facility)</b>	90%	70%
<b>Outpatient Laboratory (doctor's office or</b>	90%	70%

# ATTACHMENT A

## City of Baltimore – 2013 Plan Designs

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

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

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

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

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

**ADDENDUM B  
SALARY SCHEDULE  
Local 2202**

Effective -  
07/01/2014

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	27,425	27,808	28,778	863
551	27,808	28,230	29,320	880
552	29,230	29,839	31,319	940
553	30,867	31,694	34,004	1,020
554	42,571	44,206	49,447	1,483
556	39,596	41,049	45,581	1,367
558	42,571	44,206	49,447	1,483

**ADDENDUM B**  
**SALARY SCHEDULE**  
**Local 2202**

Effective -  
07/01/2015

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	27,974	28,364	29,354	881
551	28,364	28,795	29,906	897
552	29,815	30,436	31,945	958
553	31,484	32,328	34,684	1,041
554	43,422	45,090	50,436	1,513
556	40,388	41,870	46,493	1,395
558	43,422	45,090	50,436	1,513

**ADDENDUM B**  
**SALARY SCHEDULE**  
**Local 2202**

Effective -  
07/01/2016

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
550	28,533	28,931	29,941	898
551	28,931	29,371	30,504	915
552	30,411	31,045	32,584	978
553	32,114	32,975	35,378	1,061
554	44,290	45,992	51,445	1,543
556	41,196	42,707	47,423	1,423
558	44,290	45,992	51,445	1,543



**ADDENDUM C  
BARGAINING UNIT INTEGRITY**

April 15, 2015

Peggy Peacock, President  
AFSCME, Local 2202  
1410 Bush Street, Suite A  
Baltimore, MD 21230

RE: Bargaining Unit Integrity

Dear Ms. Peacock:

The Union shall have the right to identify up to five (5) existing subcontracts under which the Union believes that bargaining unit work is being done. At the Union's request, the Labor Commissioner will meet with the Union to discuss the substance and nature of those contracts and why the work is being done by a contractor as opposed to unit employees. It is understood that the Union may propose ways in which such work can be performed by unit employees.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter  
Labor Commissioner

DFMC:dla

Accepted for the AFSCME Local 2202:

Peggy Peacock, President