

MEMORANDUM of UNDERSTANDING

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 44

BALTIMORE MUNICIPAL EMPLOYEES

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MEMORANDUM OF UNDERSTANDING

* * * * *

Fiscal Years 2014 - 2016

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between

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The City of Baltimore

* * * * *

and

**The American Federation of State, County and Municipal Employees,
AFL-CIO, Council 67**

and

Local 44

* * * * *

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. 44 (“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 as 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. 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 (2000).

B. 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 Employer 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. 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.

D. When this Memorandum of Understanding is noted by the Board of Estimates, by that action the Mayor and City Council also shall recognize the Union as the exclusive representative of certain City employees who are assigned to the Baltimore Convention Center. The affected employees of the Convention Center shall be those occupying job classes that are listed in Addendum D to this agreement and those positions shall be added to the bargaining unit. The wages and benefits for the classes listed in Addendum D beginning with Fiscal Year 2014-2015 shall be as provided herein.

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, as authorized in article 27 of this agreement, 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 whom the Union is certified to represent and who authorizes such deductions in writing, pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such moneys withheld to Baltimore Municipal Employees Local 44, AFSCME, AFL-CIO on a monthly basis. Such authorization shall be continued from year to year unless revoked in writing prior to the employee's anniversary date. 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" contained in Baltimore City Code Art. 12§ 1-1(d); and, moreover, this ¶B shall not extend any representational rights to any probationary 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 Bureau of Central Payroll 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.

D. The Union shall indemnify and save the Employer harmless from 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 Employer to the Union.

E. 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. 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. 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. 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. 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 under this Article may be changed by mutual agreement.

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

E.

1. The time period for filling 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 23, Paragraph D. of this Memorandum.

3. Any employee, who is suspended for three (3) 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.

F. 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 advanced once it is answered by management.

ARTICLE 7

BARGAINING UNIT INTERGRITY

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 thirty (30) days following receipt of a Quarterly Report.

C. If, during Fiscal Years 2014, 2015 and/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 subcontracting and to discuss the impact of such contract, all alternatives to contracting out this work or laying off employees, including 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. 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. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

- C. There shall be no more than one Union Steward and alternate in each area referred to in Section A of this Article.
- D. 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. The Union shall appoint five present employees as Chief Shop Stewards. The Chief Stewards shall devote their working hours with pay to the processing of grievances under Article 6 of this Memorandum and to the administering of this Memorandum.

ARTICLE 9

SENIORITY

- A. 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. In the case of reduction-in-force or the elimination of a position:
 - 1. Classification seniority within the division shall be given, provided the employee's productivity is satisfactory.
 - 2. However, as to executive, administrative, technical or professional employees, the current Civil Service Rule #52 shall apply.
 - 3. 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.

- 4. 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. 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.

As pertains to employees in the labor class, the following provision shall apply: Promotion shall be made on the basis of seniority when the senior eligible employee within a division is capable of performing the work in the higher classification.

D. 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.

E. The Union, Local 44, the Baltimore Municipal Employees, AFSCME, will be placed on the Department of Human Resources' mailing list for classified service job announcements. The Union will encourage employees to notify the Commission 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 Civil Service Commission (CSC) job announcements where notices to employees are customarily posted.

ARTICLE 10

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

B. 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. 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. 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. Whenever a holiday falls on a regular workday of a biweekly employee engaged in shift work, 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. 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. 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. 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. 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 ($1\frac{3}{4}$) working days for each month of completed service, or a total of twenty-one (21) days per year.

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

B. Vacation may be taken by employees entitled thereto subject to 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. Pay for all vacation days will be based on the employee's regular rate of pay.

D. Employees may use only earned vacation leave. Employees shall be allowed to accumulate vacation leave up to the maximum number of days earnable for a four (4) year period as determined by their current rate of accrual.

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

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

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

H. 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.

I. 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.

J. 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.

K. 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.

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

M. In addition to 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.

N. Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, 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.

O. 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 (1¼) working days for each one hundred sixty (160) hours worked.

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

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

5. Part-time permanent employees with 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.

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 (45) 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 ($\frac{1}{2}$) 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. 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 Force 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. Notwithstanding the preceding terms in this Article 13, ¶ H, 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 personal leave accounts when separated from City Service.

I. An employee may use vacation leave, personal leave, and sick leave in units of no less than five (5) minutes.

J.

1. 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.

2. 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. 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.

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.

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 showing the employees' shifts, work days and hours shall be posted on each department bulletin board at all times. For the Convention Center, work schedules shall be posted at least seven (7) calendar days before they are to take effect. 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. 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. An employee required to work three (3) or more hours immediately following the completion of a normal full time work shift shall receive a meal allowance of \$5.00 (five dollars).

G. 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.

H. Employees regularly assigned to night or shift work shall be paid (\$.35) thirty-five 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. This provision shall not apply to watchmen, guards or employees whose emergency assignments start or carry into the above named periods. 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.

I. 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.

J. When employees who are assigned to mixed refuse collection complete all of the tasks and/or routes to which they are assigned for the day, those employees shall continue to be excused from further work and duty assignments for that day.

K. With respect to the Baltimore Convention Center, employees who are returning from lunch shall be allowed two instances within each year in which they return for up to two (2) minutes late without incurring an event/incident which begins the disciplinary process. After two such instances, the disciplinary process will begin. In the event of a dispute over timely reporting, or time clock use, the Employer shall produce appropriate evidence or documentation of lateness to the Union.

ARTICLE 15

OVERTIME

A. 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 1 ½ times the normal straight time rate of pay. The overtime rate of pay provided for in this Section shall apply to employees in sanitary collection and street cleaning services on assignment or task work after completion of the assignment or task or eight (8) hours.

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

C. 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. A record shall be kept and posted for each employee, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted towards overtime hours offered as per this paragraph.

D. 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. 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. Overtime Rate of Pay

1. 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.

2. 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, unless there is an emergency or unforeseen circumstance.

3. If an emergency or unforeseen circumstance occurs, an employee working this 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. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

G. When an employee in a single work week works at two 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 Employer 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 44 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 16.

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' confidentially and privacy rights 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. 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 and Dismemberment 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.

C. 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 44 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 44, 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 44, 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.

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

E. 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 health insurance coverage for a period not to exceed thirty (30) days; provided the affected employee continues to assume his appropriate contribution for said coverage.

F. Effective January 1, 2001, employees will use the City's stand-alone drug program. Employees enrolled in HMOs will no longer use the HMO's prescription drug program.

G. A joint Labor Management Health Insurance Committee shall be established. The Employer shall consult with Committee prior to the implementation of any changes in health benefits. The Joint Committee shall be made up of an equal number of AFSCME and Management representatives.

H. Effective January 1, 2002, the Employer shall remit an annual payment of \$2500 (twenty-five hundred dollars) 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 thirty (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.

I. 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.

ARTICLE 19

DEPARTMENTAL CONCERNS

A. Health Department

1. Consideration shall be given to Unit members employed by the Health Department before hiring new Health Department employees into classifications represented by Local 44, provided that such Unit members apply for and meet the qualifications of the position as determined by the Department of Personnel.

2. The Health Department shall continue to post all Department of Human Resources announcements which are available in a manner in which Unit members may have an opportunity to apply for any such positions.

3. In accordance with the Nurse Practice Act, Maryland Annotated Code "Health Occupations, Section 8-311, "the licensed practical nurse is a recognized member of the health professional team and performs an integral part of nursing."

4. The Employer shall consult with the Union, and actively participate with it to seek participation on, to monitor and contribute to the activities of the Medical Professions Task Force organized under HB 811 passed during the 2008 legislative session of the Maryland General Assembly.

B. Housing & Community Development

A joint Labor/Management Committee, composed of four (4) Union representatives and four (4) Employer representatives, shall be formed and conduct its first meeting before September 1, 1990.

C. Commercial Drivers License

The parties recognize that by 1992 the drivers of certain City vehicles will be required to pass certification standards set by federal law. The Employer agrees that it shall provide training programs necessary to qualify those presently employed as drivers. It also shall continue its commitment to literacy by training those current employees who may be at risk to fail an attempt at certification because of functional illiteracy. In that regard, to the extent that resources may be available from local, state or national organizations with which it is affiliated, the Union shall also support training and literacy programs. For those current employees who do not successfully pass the new Federal and State imposed certification requirements, the Employer will attempt to place employees into positions, provided a vacancy exists which has been authorized to be filled and the employee meets the qualifications for the position.

D. Department of Public Works (Employee Reimbursement)

1. The Department of Public Works will reimburse employees for permanent certification once every three years by paying the applicable certificate fee for Water and Waste

Water operators. Employees holding temporary or limited certifications will not be reimbursed.

2. On or before January 1, 2016, the City shall begin a classification study or desk audit of all classifications and positions in the Union's bargaining unit for solid waste and transportation laborers; chauffeurs; and fresh water and waste water operations technicians. The study shall review, assess and identify: (i) a description of the work assigned to each classification; (ii) the skills and abilities required for each classification; (iii) all licenses and certifications required as a condition of employment or continued employment in the classification; (iv) the risks and hazards in which occupants of the classification. In the course of the study, the City shall consult with the Union's representatives about the ongoing progress of the study. The study shall be completed within two years, on or before January 1, 2017, and a copy of it shall be delivered to the Union on or before that date. Within six months after the initial desk audit is completed, the City shall attempt to begin a second desk audit for parks and recreation laborers, and for fresh water and waste water maintenance technicians.

ARTICLE 20

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.

3. Prior to December 31, 2015, the Employer shall begin and conduct a wage and compensation study to compare the wage and compensation packages for those bargaining unit employees in the laborers, driver, heavy equipment operator, and mechanics classifications, with those offered to employees occupying like job classifications with like employment longevity in surrounding Maryland jurisdictions. The results of that study shall be released to the Union in a report and it may be used during the negotiations for the MOU to be effective for FY 2017. A review of hazardous duty shall be included in the classification study.

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 44 will continue to provide positive assistance in the enrollment process through active communication of the Section 125 Plan features to its members.

C. Environmental Differential

Employees working under hazardous environmental conditions at Back River Waste Treatment Plant and the Patapsco and the Eastern Avenue Pumping Stations (Department of Public Works, Bureau of Water and Waste Water) shall be paid fifteen (15) cents per hour above the established rates for each hour worked. A hazardous environmental condition shall be defined as one (1) that exposes the employee to an area where highly toxic chemicals are used and an atmosphere where the level of toxic fumes or gases is determined to be dangerously high.

D. On or before January 1, 2006, the City shall begin a classification study or desk audit of all classifications and positions in the Union's bargaining unit for solid waste and transportation laborers; chauffeurs; and fresh water and waste water operations technicians. The study shall review, assess and identify: (i) a description of the work assigned to each classification; (ii) the skills and abilities required for each classification; (iii) all licenses and certifications required as a condition of employment or continued employment in the classification; (iv) the risks and hazards in which occupants of the classification. In the course of the study, the City shall consult with the Union's representatives about the ongoing progress of the study. The study shall be completed within two years, on or before January 1, 2008, and a copy of it shall be delivered to the Union on or before that date. Within six months after the initial desk audit is completed, the City shall attempt to begin a second desk audit for parks and recreation laborers, and for fresh water and waste water maintenance technicians.

E. 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 21

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 who wishes 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 22

TRAVEL ALLOWANCE

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

ARTICLE 23

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 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 24

NO STRIKE OR LOCKOUT

A. 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. 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. In the event that such action by the Union has not effected resumption of normal work practices, the Employer 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 25

EDUCATION

A. Employees in the Nursing Service with at least two (2) years of continuous service with the Baltimore City Health Department will be granted educational leave for up to twelve (12) months in order to further professional growth and advancement.

B. Full-time nursing staff enrolling at an accredited institution in one (1) or more courses which contribute to professional growth and service shall be entitled to reimbursement of 50% a year for tuition and books upon submission of proof of satisfactory completion of such course or courses. Such reimbursement shall be available whether such employees remain in active employment or are on leave as described in Section A, above, or have reduced their hours for education purposes so as to change from full-time status to permanent part-time status.

C. The following Education provisions shall be granted each semester to a maximum of three (3) LPNs, Health Aides or comparable paramedical employees in the Health Department engaged in clinic work or other work considered to be paramedical by the Assistant Commissioner, Nursing and Adult Community Services.

1. Employees carrying fifteen (15) or more credits will work a maximum of three (3) half-days per week.
2. Employees carrying ten (10) to fourteen (14) credits will work five (5) half-days per week.
3. Employees carrying seven (7) to nine (9) credits will work seven (7) half-days per week.

The first choice shall be based on seniority; thereafter, requests shall be granted on a rotating basis. Positions shall not influence the choice of employees. No person shall be granted this privilege for two (2) consecutive semesters, excluding summer sessions, unless there are no other requests from within the agency.

The employee shall produce proof that she is attending school and proof that she has completed the courses. If an employee withdraws from a course causing her not to carry the required number of credits, she shall immediately notify the Program Director. If an employee withdraws from a course and does not notify the Director of Nursing, the employee shall permanently forfeit her privilege of reapplying for education time.

If an employee withdraws from a course making her ineligible for leave under this Article, the education benefits will apply to the next in order and the employee who withdraws would not be eligible for consideration for this benefit until the next semester.

D. Employees of the Health Department who have completed their probationary period may, upon proper approval, attend a reasonable number of seminars and workshops which contribute to professional growth and service so long as such attendance does not materially interfere with the performance of the department. The Department shall reimburse employees for the costs of attending said seminars and workshops. A fund of \$2,500 (twenty-five hundred dollars) in Fiscal Year 2011 shall be provided for such purpose, of which at least \$1,000 (one thousand dollars) shall be available for the use of the City-wide in service training.

ARTICLE 26

HAZARD PAY

A. A premium of \$.15 (fifteen cents) per hour shall be paid to employees of the Bureau of Utility Operations, Utilities Maintenance and Highway Divisions, for all hours when such employees are required to enter and work in excavated trenches of six (6) feet or more in depth, or to enter through manholes and work in any existing underground pipe network, and to employees of the Bridge Section when working over or on the underside of bridges, and to glaziers working in dangerous elevated positions, and to sheet metal workers in the Department of Education when working on roofs.

Employees of the Division of Highways shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working on the roadway of the Jones Falls Expressway, Russell Street, I-95 and 395.

Employees of the Animal Shelter shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent handling animals.

Employees of the Health Department shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working with cyanide gas.

Employees of the Department of Public Works shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working with toxic gases.

Employees of the Department of Parks & Recreation, Department of Education, and Department of Public Works, when assigned to the Baltimore Clippers, shall be paid a premium of \$.15 per hour for all time spent working at such hazardous pay assignment.

B. A joint Labor-Management Committee will be established in the Department of Public Works, Bureau of Transportation Maintenance Division to explore defining work locations warranting hazard pay. The Committee will make recommendations to the Director of Public Works and the Labor Commissioner within 90 days after the MOU is signed.

C. A joint Labor-Management Committee will be established in the Baltimore City Health Department to explore defining areas warranting hazard pay. The Committee will also consider whether laboratory coats must be cleaned according to Federal Government Laws.

The Committee will make recommendations to the Commissioner of Health and the Labor Commissioner within 90 days after the MOU is signed.

D. In addition to the premiums that are called for in this article, the Employer shall pay to employees who are covered by this agreement the same hazardous duty premiums or stipends that the Employer pays to its supervisors (within the bargaining units of CUB or MAPS) who supervise those AFSCME bargaining unit members.

ARTICLE 27

TEMPORARY EMPLOYEES

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

ARTICLE 28

UNION SECURITY

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.

C. 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 Employer 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.

D. 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.

E. 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 29

LONGEVITY

All employees covered by this Memorandum of Understanding shall receive the following longevity increments, as an adjustment 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 30

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 31

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 32

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. Employees in the Bureau of Water and Wastewater who are not required to have a special license, but obtain State of Maryland Bureau of Water and Wastewater systems operator certification for advancement, shall be reimbursed for the renewal fees. Employees holding temporary or limited certification shall not be reimbursed.

ARTICLE 33

SUB-CONTRACTING

During the term of this Agreement, the Employer agrees to meet and to discuss with the Union any plan to contract work which would result in a layoff. The Employer agrees to postpone the layoff so caused until three (3) months after the date on which the Employer first met and discussed with the Union the decision to contract the work.

ARTICLE 34

OUT-OF-TITLE WORK

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 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 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.

B. Labor Class

Whenever an employee is assigned to substitute for an employee in a higher classification due to the absence of the latter, he shall be paid at the rate of the step in the higher classification immediately above his regular rate of pay on an hour-for-hour basis, provided:

1. That in the event the application of this rule would result in an hourly increase of less than five \$.05 (5 cents), the employee shall be paid the rate of the next higher step, but in no event more than the maximum rate, of the higher classification.
2. Whenever, in the opinion of the Department Head, an employee will be required to substitute in a higher classification for a period exceeding thirty (30) working-days, the Department Head shall notify the Department of Personnel whether the need for the higher classification is temporary or permanent. The Department of Personnel will prepare an Eligible List for permanent appointment.
3. Heavy Equipment Operators I and II shall be treated as Labor Class employees for the purpose of this Section.
4. No employee shall be required to perform or shall receive compensation for out-of-title work for more than one hundred twenty (120) days.

C. Exempt, Competitive, and Non-Competitive Classes

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.

D. 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 35

UNIFORMS

- A. The Employer's previous practice of furnishing certain items of clothing and/or equipment to members of the unit shall continue during the term of this Agreement. Safety items must be worn at all times when required by the agency.
- B. All persons employed in Solid Waste Collections, Department of Public Works, shall receive a \$10.00 (ten dollars) voucher toward quality work shoes.
- C. The Bureau of Solid Waste Labor-Management Committee will consider and make recommendations concerning the necessity for using work shoes in trash collection activities. The Committee will make recommendations to the Director of Public Works and the Labor Commissioner within 90 (ninety) days after the MOU is signed.

ARTICLE 36

MISCELLANEOUS PROVISIONS

- A. 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. The Employer shall assume the administrative cost for those employees who participate in the Deferred Compensation Plan.
- C. Reimbursement for additional transportation expense of ten (10) cents shall be provided to employees who are required to travel from the City to the County where the Employer's place of business may be located; affected employees shall be given another \$.10 (10 cents) for return to the City.
- D. 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.
- E. Committees

The parties agree that all committees that are to be organized under the various provisions of this Agreement shall be named no later than October 1, 1994, and that they each shall conduct at least an organizational meeting before October 20, 1994, unless later dates are otherwise provided. All committees shall report on the status of their deliberations by January 31, 1995. The Employer's review of their recommendations shall be completed as expeditiously as possible thereafter, but no later than March 31, 1995.

The dates described herein are not immutable; however, neither party may deliberately delay without justification any of the dates that are provided for herein as target dates.

ARTICLE 37

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 30th day of April, 2015 in Baltimore, Maryland.

MAYOR & CITY COUNCIL OF BALTIMORE:

Deborah F. Moore-Carter
Deborah F. Moore-Carter

Tanisha E. Bomani
Tanisha E. Bomani

Kathy Litz
Kathy Litz

Lorrie Mundell
Lorrie Mundell

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL, CIO, COUCIL 67 & LOCAL 44:

Glenard S. Middleton, Sr.
Glenard S. Middleton, Sr.

Dorothy L. Bryant
Dorothy L. Bryant

[Signature]

Shirley Davis
Shirley Davis

Thomas Lucas
Thomas Lucas

Gary English
Gary English

Teresa Blow
Teresa Blow

Carrie Winder
Carrie Winder

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Gary Gilkey, Chief Solicitor
Gary Gilkey, Chief Solicitor

NOTED BY THE BOARD OF ESTIMATES:

Bernard Taylor
Clerk

Date **MAY 13 2015**

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, MAPS¹ and the Fire Unions,² the parties have reached agreement on the following terms related to the health and prescription drug plans for active employees for FY 2013 and, with respect to certain related matters, beyond FY 2013:

1. For the period July 1, 2012 through December 31, 2012, the health plans and prescription drug plan, which have been in effect during FY 2012, shall remain in effect unchanged. Employees shall continue to pay \$7.00 per pay period which they were paying in FY 2012 and such payment shall cease as of December 31, 2012.
2. Effective January 1, 2013, the City shall continue to offer the same health plans including certain HMOs, the Blue Cross PPN, United Health Care PPO/POS and Aetna PPO.
3. Employees electing an HMO: The benefits provided under any of the HMOs shall remain as they were in FY 2012 (*e.g.*, office visit charges, etc.). Employees who elect an HMO shall pay 10% of the monthly premium for such coverage and the City shall pay 90%. Employees shall also pay 20% of the prescription drug premium.
4. Employees who elect a Preferred Provider Network ("PPN") or Point of Service Plan ("POS"), shall have the option of choosing one of two levels of benefits from among those health insurance providers:
 - a. Standard Plan: Employees who elect the Standard Plan shall receive the benefits set forth on the attached Standard Plan schedule of benefits (Attachment A). The benefits shall be the same for all employees enrolled in the Standard Plan (and their enrolled dependents); provided, however, there shall be two tiers of out of pocket maximums under the Standard Plan based upon salary. The "out of pocket maximum" under a Standard Plan is the maximum amount that an enrolled employee (and their enrolled dependents) must pay to contribute to the actual cost of services and benefits provided during a calendar year; provided, however, that the Office Visit fees shall be separate and shall continue to apply after the out of pocket maximum is met.³ The out of pocket maximum is in addition to the first dollar deductible, which also shall be charged to enrolled employees (and their enrolled dependents) for the cost of services and benefits provided during a plan year. The two tiers of out of pocket maximum, based on the employee's total annual salary as of July 1, 2012 through December 31, 2015, shall be as follows:

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

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

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

OOP Max.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR AND CITY
OF BALTIMORE

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

BY: Deborah A. Moore-Carter

BY: W 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 Chapman

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 G...
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: *M. W.*

DATE: 10/17/12

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY 2nd
November 2012

[Signature]
Assistant City Solicitor

APPROVED BY THE BOARD OF COMMISSIONERS

Date NOV 07 2012

ATTACHMENT A

City of Baltimore – 2013 Plan Designs

	Standard Plan Design	
	In Network	Out of Network
Dependent Age	To Age 26	To Age 26
Annual Deductible		
Single	\$250	\$500
Family	\$500	\$1,000
Does the deductible count towards the OOP maximum?	N	N
Annual Out of Pocket Maximum¹		
Single	<\$45,000 \$1,000 >\$45,000 \$1,500	<\$45,000 \$2,000 >\$45,000 \$3,000
Family	<\$45,000 \$2,000 >\$45,000 \$3,000	<\$45,000 \$4,000 >\$45,000 \$6,000
Network Sharing		
Does the deductible and the OOP cross apply to In-Network and Out-of-Network (Y or N)?	Y	Y
Annual Out of Pocket Maximum (Mental Health & Sub Abuse) (see Footnote 1)		
Single	<\$45,000 \$1,000 >\$45,000 \$1,500	<\$45,000 \$2,000 >\$45,000 \$3,000
Family	<\$45,000 \$2,000 >\$45,000 \$3,000	<\$45,000 \$4,000 >\$45,000 \$6,000
Inpatient Hospital	Preauthorization Required	Preauthorization Required
Room and Board	90%	70%
Other inpatient expenses	90%	70%
Transplants	90%	70% (OON Limit \$30,000 per transplant)

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

ATTACHMENT A

City of Baltimore – 2013 Plan Designs

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

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 Schedules

Effective 07/01/14		LOCAL 44 PART-TIME		
Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
401	11,065	11,175	11,303	339
402	12,791	12,964	13,170	395
403	20,759	22,058	23,421	703
404	16,299	16,464	16,653	500
405	15,994	16,153	16,312	489
406	22,855	23,021	23,254	698
407	16,799	17,033	17,267	518
408	16,722	16,914	17,376	521
409	21,510	21,730	21,983	659

Effective 07/01/15		LOCAL 44 PART-TIME		
Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
401	11,286	11,399	11,529	346
402	13,047	13,223	13,433	403
403	21,174	22,499	23,889	717
404	16,625	16,793	16,986	510
405	16,314	16,476	16,638	499
406	23,312	23,481	23,719	712
407	17,135	17,374	17,612	528
408	17,056	17,252	17,724	532
409	21,940	22,165	22,423	673

Effective
07/01/16

LOCAL 44 PART-TIME

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
401	11,512	11,627	11,760	353
402	13,308	13,487	13,702	411
403	21,597	22,949	24,367	731
404	16,958	17,129	17,326	520
405	16,640	16,806	16,971	509
406	23,778	23,951	24,193	726
407	17,478	17,721	17,964	539
408	17,397	17,597	18,078	542
409	22,379	22,608	22,871	686

Effective - 07/01/2014

Health Aides (10 Month)

Grade	Hiring level	Full Performance level	Experienced level	L1-5*
450	14,732	14,841	15,111	453
451	19,266	19,432	19,831	595
460	22,721	23,015	23,704	711
461	23,005	23,306	24,016	720
462	23,304	23,607	24,351	731
463	23,607	23,939	24,758	743
465	24,041	24,475	25,644	769
468	25,652	26,105	27,628	829
470	30,751	31,842	35,106	1,053

Effective - 07/01/2015

Health Aides (10 Month)

Grade	Hiring level	Full Performance level	Experienced level	L1-5*
450	15,027	15,138	15,413	462
451	19,651	19,821	20,228	607
460	23,175	23,475	24,178	725
461	23,465	23,772	24,496	735
462	23,770	24,079	24,838	745
463	24,079	24,418	25,253	758
465	24,522	24,965	26,157	785
468	26,165	26,627	28,181	845
470	31,366	32,479	35,808	1,074

Effective - 07/01/2016

Health Aides (10 Month)

Grade	Hiring level	Full Performance level	Experienced level	L1-5*
450	15,328	15,441	15,721	472
451	20,044	20,217	20,633	619
460	23,639	23,945	24,662	740
461	23,934	24,247	24,986	750
462	24,245	24,561	25,335	760
463	24,561	24,906	25,758	773
465	25,012	25,464	26,680	800
468	26,688	27,160	28,745	862
470	31,993	33,129	36,524	1,096

Local 44 Hourly

Effective - 07/01/2014

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
481	13.44	13.61	13.84	0.42
482	13.61	13.81	14.06	0.42
483	13.70	13.87	14.14	0.42
484	13.81	14.03	14.28	0.43
485	14.03	14.25	14.56	0.44
486	14.13	14.43	14.77	0.44
487	14.43	14.69	15.08	0.45
488	14.69	15.03	15.45	0.46
489	15.03	15.41	15.94	0.48
490	15.41	15.85	16.42	0.49
491	15.85	16.33	16.99	0.51
492	16.33	16.82	17.57	0.53
493	16.82	17.38	18.13	0.54
494	17.38	17.97	18.77	0.56
495	17.97	18.50	19.51	0.59
496	18.50	19.17	20.20	0.61

Local 44 Hourly

Effective - 07/01/2015

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
481	13.71	13.88	14.12	0.42
482	13.88	14.09	14.34	0.43
483	13.97	14.15	14.42	0.43
484	14.09	14.31	14.57	0.44
485	14.31	14.54	14.85	0.45
486	14.41	14.72	15.07	0.45
487	14.72	14.98	15.38	0.46
488	14.98	15.33	15.76	0.47
489	15.33	15.72	16.26	0.49
490	15.72	16.17	16.75	0.50
491	16.17	16.66	17.33	0.52
492	16.66	17.16	17.92	0.54
493	17.16	17.73	18.49	0.55
494	17.73	18.33	19.15	0.57
495	18.33	18.87	19.90	0.60
496	18.87	19.55	20.60	0.62

Local 44 Hourly

Effective - 07/01/2016

Grade	Hiring level	Full Performance Level	Experienced level	L1-5*
481	13.98	14.16	14.40	0.43
482	14.16	14.37	14.63	0.44
483	14.25	14.43	14.71	0.44
484	14.37	14.60	14.86	0.45
485	14.60	14.83	15.15	0.45
486	14.70	15.01	15.37	0.46
487	15.01	15.28	15.69	0.47
488	15.28	15.64	16.08	0.48
489	15.64	16.03	16.59	0.50
490	16.03	16.49	17.09	0.51
491	16.49	16.99	17.68	0.53
492	16.99	17.50	18.28	0.55
493	17.50	18.08	18.86	0.57
494	18.08	18.70	19.53	0.59
495	18.70	19.25	20.30	0.61
496	19.25	19.94	21.01	0.63

Effective - 07/01/2014

Local 44 Full Time

Grade	Hiring level	Full Performance level	Experienced Level	L1-5*
410	24,147	24,366	24,883	746
411	24,635	24,853	25,373	761
412	24,853	25,073	25,617	769
413	25,073	25,310	25,870	776
414	25,310	25,554	26,125	784
415	25,554	25,809	26,416	792
416	25,809	26,061	26,711	801
417	26,061	26,356	27,030	811
418	26,356	26,646	27,360	821
419	26,646	26,963	27,710	831
420	26,738	27,072	27,875	836
421	27,072	27,425	28,302	849
422	27,425	27,808	28,778	863
423	27,808	28,230	29,320	880
424	28,230	28,709	29,963	899
425	28,709	29,230	30,673	920
426	29,230	29,839	31,319	940
427	29,585	30,260	31,940	958
428	30,260	30,867	32,912	987
429	30,867	31,694	34,004	1,020
430	31,694	32,607	35,225	1,057

Local 44 Full Time (Effective 7/1/14) – continuation

431	32,607	33,612	36,503	1,095
432	33,612	34,725	37,587	1,128
433	34,725	35,898	39,026	1,171
434	35,898	36,890	40,544	1,216
435	36,890	38,212	42,127	1,264
436	38,212	39,596	43,793	1,314
437	39,596	41,049	45,581	1,367
438	41,049	42,571	47,460	1,424
439	42,571	44,206	49,447	1,483
440	44,206	45,942	51,518	1,546
441	45,942	47,743	53,698	1,611
442	47,743	49,643	55,991	1,680
443	49,643	51,644	58,395	1,752
444	51,644	53,906	60,918	1,828
445	53,906	55,944	63,484	1,905

Effective - 07/01/2015

Local 44 Full Time

Grade	Hiring level	Full Performance level	Experienced Level	L1-5*
410	24,630	24,853	25,381	761
411	25,128	25,350	25,880	776
412	25,350	25,574	26,129	784
413	25,574	25,816	26,387	792
414	25,816	26,065	26,648	799
415	26,065	26,325	26,944	808
416	26,325	26,582	27,245	817
417	26,582	26,883	27,571	827
418	26,883	27,179	27,907	837
419	27,179	27,502	28,264	848
420	27,273	27,613	28,433	853
421	27,613	27,974	28,868	866
422	27,974	28,364	29,354	881
423	28,364	28,795	29,906	897
424	28,795	29,283	30,562	917
425	29,283	29,815	31,286	939
426	29,815	30,436	31,945	958
427	30,177	30,865	32,579	977
428	30,865	31,484	33,570	1,007
429	31,484	32,328	34,684	1,041
430	32,328	33,259	35,930	1,078
431	33,259	34,284	37,233	1,117
432	34,284	35,420	38,339	1,150
433	35,420	36,616	39,807	1,194
434	36,616	37,628	41,355	1,241
435	37,628	38,976	42,970	1,289

Local 44 Full Time (Effective 7/1/15) – continuation

436	38,976	40,388	44,669	1,340
437	40,388	41,870	46,493	1,395
438	41,870	43,422	48,409	1,452
439	43,422	45,090	50,436	1,513
440	45,090	46,861	52,548	1,576
441	46,861	48,698	54,772	1,643
442	48,698	50,636	57,111	1,713
443	50,636	52,677	59,563	1,787
444	52,677	54,984	62,136	1,864
445	54,984	57,063	64,754	1,943

Effective - 07/01/2016

Local 44 Full Time

Grade	Hiring level	Full Performance level	Experienced Level	L1-5*
410	25,123	25,350	25,889	777
411	25,631	25,857	26,398	792
412	25,857	26,085	26,652	800
413	26,085	26,332	26,915	807
414	26,332	26,586	27,181	815
415	26,586	26,852	27,483	824
416	26,852	27,114	27,790	834
417	27,114	27,421	28,122	844
418	27,421	27,723	28,465	854
419	27,723	28,052	28,829	865
420	27,818	28,165	29,002	870
421	28,165	28,533	29,445	883
422	28,533	28,931	29,941	898
423	28,931	29,371	30,504	915
424	29,371	29,869	31,173	935
425	29,869	30,411	31,912	957
426	30,411	31,045	32,584	978
427	30,781	31,482	33,231	997
428	31,482	32,114	34,241	1,027
429	32,114	32,975	35,378	1,061
430	32,975	33,924	36,649	1,099
431	33,924	34,970	37,978	1,139
432	34,970	36,128	39,106	1,173
433	36,128	37,348	40,603	1,218
434	37,348	38,381	42,182	1,265
435	38,381	39,756	43,829	1,315

Local 44 Full Time (Effective 7/1/16) – continuation

436	39,756	41,196	45,562	1,367
437	41,196	42,707	47,423	1,423
438	42,707	44,290	49,377	1,481
439	44,290	45,992	51,445	1,543
440	45,992	47,798	53,599	1,608
441	47,798	49,672	55,867	1,676
442	49,672	51,649	58,253	1,748
443	51,649	53,731	60,754	1,823
444	53,731	56,084	63,379	1,901
445	56,084	58,204	66,049	1,981

Effective - 07/01/2014

<u>Flat Rates</u>			
Grade	Minimum	Maximum	L1-5*
840	9.71	9.71	0.29
845	24,974	24,974	749
846	25,578	25,578	767
847	26,174	26,174	785
848	26,561	26,561	797

Effective - 07/01/2015

<u>Flat Rates</u>			
Grade	Minimum	Maximum	L1-5*
840	9.90	9.90	0.30
845	25,473	25,473	764
846	26,090	26,090	783
847	26,697	26,697	801
848	27,092	27,092	813

Effective - 07/01/2016

<u>Flat Rates</u>			
Grade	Minimum	Maximum	L1-5*
840	10.10	10.10	0.30
845	25,982	25,982	779
846	26,612	26,612	798
847	27,231	27,231	817
848	27,634	27,634	829

ADDENDUM C
CLASSIFICATION LISTING

Job Code	Job Title	GRADE
00082	BUILDING REPAIRER I	429
07348	MAINTENANCE MECHANIC	435
07373	CARPET TECHNICIAN	427
07385	OPERATIONS AIDE	423
07388	CUSTODIAL WORKER	420
41411	ANIMAL ENFORCEMENT OFFICER	433
42571	PUBLIC HEALTH INVESTIGATOR	430
52110	AUTOMOTIVE MECHANIC	434
52114	AUTOMOTIVE LEAD MECH	437
52134	HYDRAULIC MECHANIC	437
52153	AUTOMOTIVE BODY AND FENDER TECHNICAL	434
52193	AUTOMOTIVE MAINTENANCE WORKER	426
52194	TIRE MAINTENANCE WORKER I	426
52195	TIRE MAINTENANCE WORKER II	430
52211	ELECTRICAL MECHANIC I	429
52212	ELECTRICAL MECHANIC II	432
52221	MASON I	429
52222	MASON II	432
52232	CABINETMAKER II	432
52241	CARPENTER I	426
52242	CARPENTER II	429
52271	PAINTER I	426
52272	PAINTER II	429
52273	PAINTER III	430
52281	PIPEFITTER I	426
52282	PIPEFITTER II	429
52311	WELDER	434
52612	AUDIO-VISUAL EQUIPMENT TECH	430
52620	INSTRUMENTATION TECH APPRENTICE	430
52621	INSTRUMENTATION TECH I	435
52911	TRADES HELPER	422
52931	LABORER	482
52932	LABORER CREW LEADER I	486
52941	LABORER	423
52942	LABORER CREW LEADER I	426
52943	LABORER CREW LEADER II	429
52951	UTILITY AIDE	422
52961	PEST CONTROL WORKER	425
53111	BUILDING REPAIRER	429
53121	CUSTODIAL WORKER I	420
53122	CUSTODIAL WORKER II	423
53231	PUBLIC BUILDING MAINT COORDINATOR	432
53311	CEMENT FINISHER	487
53312	STREET MASON	432
53421	ELECTRICAL MECH ST LIGHTING I	429

53422	ELECTRICAL MECH ST LIGHTING II	432
53511	UTILITIES INSTALLER REPAIR I	483
53512	UTILITIES INSTALLER REPAIR II	485
53513	UTILITIES INSTALLER REPAIR III	428
53651	TREE TRIMMER	429
53661	HORTICULTURAL ASST	427
53790	SMALL ENGINE MECHANIC APPRENTICE	423
53791	SMALL ENGINE MECHANIC I	426
53792	SMALL ENGINE MECHANIC II	429
53811	SOLID WASTE WORKER	485
53812	SOLID WASTE DRIVER	490
53813	MECHANICAL SWEEPER OPERATOR	491
53814	SOLID WASTE LEAD WORKER	434
54211	HEAT & AIR CONDITIONING TECH	429
54213	HEAT & AIR CONDITIONING TECH I	435
54311	OPNS TECH I	430
54312	WATER TREATMENT TECHNICIAN II	433
54313	WATER TREATMENT TECHNICIAN III	436
54318	PUMPING TECHNICIAN II	433
54319	PUMPING TECHNICIAN III	436
54332	WASTE WATER OPNS TECH II	433
54351	MAINT TECH I	429
54352	ELECTRICAL MAINTENANCE TECH I	432
54353	ELECTRICAL MAINT TECH III	435
54363	MECHANICAL MAINTENANCE TECH I	432
54364	MECHANICAL MAINT TECH III	435
54411	MOTOR VEHICLE DRIVER I	487
54412	MOTOR VEHICLE DRIVER II	490
54421	MOTOR VEHICLE DRIVER I	427
54422	MOTOR VEHICLE DRIVER II	430
54431	HEAVY EQUIPMENT OPERATOR I	429
54432	HEAVY EQUIPMENT OPERATOR II	433
54437	DRIVER I	424
54440	TRACTOR TRAILER DRIVER	433
54441	MOTOR POOL WORKER I	423
54442	MOTOR POOL WORKER II	427
54461	TOW TRUCK OPERATOR	427
54513	MARINE EQUIPMENT OPERATOR I	427
54514	MARINE EQUIPMENT OPERATOR II	430
62250	LICENSED PRACTICAL NURSE (10	470
62260	LICENSED PRACTICAL NURSE	435
62492	HEALTH CLINIC AIDE	425
62494	SCHOOL HEALTH AIDE (10 MONTHS)	465
62497	SCHOOL HEALTH AIDE	425
63331	HEARING & VISION TESTER (10 MONTHS)	460
63393	PHLEBOTOMIST	428
71390	HOSTLER	423
71512	LABORATORY ASST II	428
81212	NUTRITION AIDE	423
81351	COMMUNITY OUTREACH WORKER	422

**ADDENDUM D
CLASSIFICATION LISTING
CONVENTION CENTER**

Job Code	Job Title	Grade
07340	CABINETMAKER CONVENTION CENTER	430
07344	PAINTER I CONVENTION CENTER	427
07348	MAINTENANCE MECHANIC	435
07373	CARPET TECHNICIAN	427
07384	OPERATIONS CREW LEADER	426
07385	OPERATIONS AIDE	423
07386	CARPENTER CONVENTION CENTER	427
07388	CUSTODIAL WORKER	420
07390	PAINTER II CONVENTION CENTER	430

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

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

ADDENDUM E
BUREAU OF SOLID WASTE – TASK WORK MIXED REFUSE

April 27, 2015

Glenard S. Middleton, President
AFSCME Local 44
1410 Bush Street
Baltimore, Maryland 21230

RE: Task Work – Mixed Refuse

Dear Mr. Middleton:

When employees who are assigned to mixed refuse complete all of the tasks and/or routes to which they are assigned for the day, those employees shall continue to be excused from further work and duty assignments for that day.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC:dla

Accepted for the AFSCME Local 44:

Glenard S. Middleton, President

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

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

**ADDENDUM F
SUBCONTRACTS**

April 27, 2015

Glenard S. Middleton, President
AFSCME Local 44
1410 Bush Street
Baltimore, Maryland 21230

RE: Subcontracts

Dear Mr. Middleton:

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.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC:dla

Accepted for the AFSCME Local 44:

Glenard S. Middleton, President

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

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

ADDENDUM G
BALTIMORE CONVENTION CENTER

April 27, 2015

Glenard S. Middleton, President
AFSCME Local 44
1410 Bush Street
Baltimore, Maryland 21230

RE: Baltimore Convention Center

Dear Mr. Middleton:

The parties have agreed that the following items shall apply to the employee working at the Convention Center and be deemed part of the FY 2014 and 2016 MOU:

1. A joint labor management committee will be convened to review schedules and grievance processing. Recommendation will be provided to the Labor Commissioner ninety (90) days after the first meeting.
2. The Convention Center shall continue to follow its existing pay practices including its method of calculating overtime.
3. Any change in an employee's shift or schedule shall be posted on the bulletin board and/or other appropriate location, no later than the close of business on the Thursday preceding the next work week.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

DFMC:dla
Accepted for the AFSCME Local 44:

Glenard S. Middleton, President

cc: Lorrie Mundell

ADDENDUM H

MEMORANDUM OF AGREEMENT

MAR 10 2004

This Memorandum of Agreement will memorialize the terms of the settlement between the Mayor and City Council of Baltimore (the "City") and Maryland Public Employees, Council 67 a/w American Federation of State, County and Municipal Employees ("Council 67") and Baltimore Municipal Employees, Local 44 a/w American Federation of State, County and Municipal Employees ("Local 44") (collectively referred to as the "AFSCME Union") in the matters concerning (A) the CDL drivers who have failed to obtain a medical examiner's certificate in accordance with 49 C.F.R. § 391.41 in order to renew their CDL licenses; and (B) the settlement of all issues regarding the City's use of individuals in temporary positions within the Department of Public Works, the Department of Transportation and the Department of Recreation and Parks that were the subject of a grievance submitted to arbitration before Arbitrator Michael Wolf and the pending judicial action in the Circuit Court for Baltimore City (Case No. 24-C-03-006833).

A. CDL Drivers

In consideration of the mutual promises contained herein, the City and the AFSCME Union agree as follows:

1. The City shall compile and maintain a list of all job titles and classifications for which possession of a Commercial Driver's License is a condition of employment. Such positions for which possession of a CDL license is a condition of employment shall be positions held by "CDL Drivers." Such list of positions held by CDL Drivers shall be referred to as the "CDL List." The first such list shall be furnished to the AFSCME Union contemporaneously with the signing of this Agreement. The City shall keep current the CDL List, and it shall notify the AFSCME Union in writing whenever the CDL List is amended.
2. The City Employees named in the list that is attached to this Memorandum of Agreement as Appendix I are CDL drivers who, after examination by the City's designated Medical Review Officer ("MRO"), have failed to obtain a medical examiner's certificate of qualification in accordance with 49 C.F.R. § 391.41 ("Certificate") required to renew their Maryland CDL licenses as of December 1, 2003.

3. On or before December 31, 2003, the City shall mail a letter (the "Notice Letter") to each CDL driver who is listed on Appendix 1 in which Notice Letter the City shall advise from what impairment or disqualifying condition the CDL driver suffers. The Notice Letter shall additionally advise that no later than April 15, 2004 the CDL driver to whom the Notice Letter is addressed shall either:
(i) provide to the City an attestation from a Board Certified physician that the employee satisfies the qualifications set forth in 49 C.F.R. § 391 to hold a CDL; or (ii) take corrective action to remedy or cure any reason for disqualification. The CDL driver shall have until April 15, 2004 within which to renew their CDL licenses.
4. CDL drivers who obtain a Certificate of qualification, and who thereby are able to renew their CDL licenses shall continue working as drivers in their respective departments.
5. Should the City receive a written request from a CDL driver prior to April 15, 2004, after a Notice Letter is delivered to that driver, the City's MRO shall review an attestation from a Board Certified physician that either (i) a CDL driver who has received a Notice Letter nonetheless satisfies the qualifications set forth in 49 C.F.R. § 391 to hold a CDL; or (ii) that the CDL driver has taken sufficient corrective action to remedy or cure a reason for disqualification. Following that review, should either the City or the CDL driver disagree about whether the CDL driver satisfies the requisite medical or physical qualifications to hold a CDL, then either the City or the CDL driver may demand an independent review by a different Board Certified physician by furnishing a written demand therefore to the Office of the Labor Commissioner and to the AFSCME Union. If an independent review is requested, the independent review shall be conducted by a physician who is chosen upon agreement between the Office of the Labor Commissioner and the AFSCME Union. Should the City and the AFSCME Union not agree, then the Board Certified physician shall be selected by the appropriate chief of faculty or department head of

the University of Maryland Hospital or Johns Hopkins Hospital. The function of the physician so selected shall be to determine, definitively, whether or not the CDL driver suffers from a medical or physical disability that would disqualify the driver from holding a CDL.

6. CDL drivers listed on Appendix I who are unable to qualify to renew, maintain or obtain their CDL licenses by April 15 2004, or who are deemed not qualified under ¶ A.5 of this Memorandum of Agreement, shall not be separated from City employment, but, instead, they shall be reassigned or demoted by the City and/or the appropriate appointing authority to an alternative position in their respective departments but only to the extent that they meet the regular and customary qualifications for such position. These CDL drivers shall not be required either to qualify for or to be placed on a List of Eligibles before being so reassigned. The alternative position to which these CDL drivers shall be reassigned shall be the highest other City Civil Service positions available, including, but not limited to, Laborer Crew Leader I (486), Laborer Crew Leader I (426), Laborer (482), and Laborer (423).
7. Those CDL drivers on Appendix I who fail to physically qualify for alternative employment or who decline employment in alternative positions shall be discharged; provided, however, that the Trustees of the Employee Retirement System of the City of Baltimore shall apply the early retirement provision set forth in section 9(f)(3) of the ERS law to an employee with twenty (20) or more years of membership service who is permanently separated from employment with the City because he or she no longer is physically qualified to hold a Commercial Driver's License or qualified for alternative employment as if the employee was removed from service without fault on his or her part, provided the payroll and other personnel documentation furnished to ERS indicates that he or she was so removed. Any employee who is so separated from City employment with twenty (20) or more years of service may, in addition, cash out

all vacation, personal and sick leave accumulated by the employee. Further, an employee with five (5) or more years of membership service who is permanently separated from employment with the City because he or she no longer is physically qualified to hold a Commercial Driver's License or qualified for alternative employment could qualify for a deferred vested benefit, pursuant to 9(1)(2) of the ERS law, provided that the payroll and other personal documentation furnished to the ERS indicates that the employee was removed from his or her position without fault. Notwithstanding the eligibility of the employee to apply for an ERS service retirement, he or she may be granted non-line-of-duty disability retirement benefits under the ERS law if eligible. ERS will determine the employee's disability on a case-by-case basis pursuant to applicable law.

8. The City shall not contest a claim for unemployment compensation benefits filed by a CDL driver whose employment is terminated because the employee has failed to qualify to renew his/her CDL license or who has declined alternative employment.
9. The rights and remedies described in ¶¶ A.2 through A.8 of this Memorandum of Agreement shall be applied, as well, to CDL drivers who fail on or after December 2, 2003 to obtain a Certificate required to renew their Maryland CDL. Those CDL drivers who fail on or after December 2, 2003 to qualify under 49 C.F.R. § 391 shall on the 121st day after receiving written notice of such failure to qualify be demoted or downgraded to laborer or other appropriate alternative position within their respective department provided there is an immediate vacancy and they are physically qualified for such vacant position. The City shall issue and deliver a Notice Letter to each such CDL driver in the same form and substance as is provided in ¶ A.3 of this Memorandum of Agreement. Following that, the City, the CDL driver and the AFSCME Union shall follow the terms of ¶¶ A.4, A.5, A.7, & A.8 of this Memorandum of Agreement. Once those steps are

exhausted, in the event that no such vacancy exists or the employee fails to qualify for vacant position, the CDL driver shall be discharged on the one hundred twenty-first (121st) day following delivery of the Notice Letter.

10. If an employee covered by this Agreement is demoted, downgraded or separated from employment because the employee fails to obtain a U. S. Department of Transportation physical certificate required to renew a CDL license, no waiver of a right to a hearing before the Civil Service Commission shall result or be presumed from this Agreement. At the employee's option, the employee may challenge the demotion, downgrading or separation through the remedies that exist under Baltimore City Charter (1996) Article VII, §§ 95 (f) and 100(a), provided that such appeal is filed by the employee with the Civil Service Commission within the first one hundred twenty (120) days after receiving written notice of the demotion, downgrading or separation.

B. Temporary Employees

With respect to the issues concerning individuals in temporary employee status, the AFSCME Union and the City have agreed to resolve all issues as follows:

1. All workers whose names are listed in Appendix II to this Memorandum of Agreement as having remained in temporary employee status for twenty-seven (27) months or more as of November 1, 2003 shall be appointed to permanent Civil Service positions within sixty (60) days from December 1, 2003 or by February 1, 2004, whichever is sooner.
2. All workers whose names are listed in Appendix III to this Memorandum of Agreement as having remained in temporary employee status for twenty-five (25) but less than twenty-seven (27) months as of November 1, 2003 shall be appointed to permanent Civil Service positions by July 1, 2004.
3. The appointments referred to in Paragraphs B.1 and B.2 of this Memorandum of Agreement shall be made immediately without regard to the listed

City's Board of Estimates, and ratification by the AFSCME Union, but once approved by the Board of Estimates they shall be incorporated into and become a part of the current and all subsequent Memorandums of Understanding between the City and the AFSCME Union until it is amended or terminated by subsequent agreement of the City and the AFSCME Union.

Mayer and City Council of Baltimore

Maryland Public Employees Council
67 a/w AFSCME

By: S. R. Miller
Int. Labor Commissioner

By: D. J. Munnell
Executive Director

Baltimore Municipal Employees,
Local 44 a/w AFSCME

Approved as to form and sufficiency:

By: D. J. Munnell
President

Leslie J. Wenner
Assistant City Solicitor
Chief

Board of Estimates:
Noted: Benjamin Taylor
C. L. B. M. C. MAR 10 2006