



**ADDENDUM L: 1+1 FINAL AGREEMENT  
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**Tentative Agreement Between  
City Union of Baltimore and Mayor and City Council of Baltimore  
July 9, 2009**

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

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

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

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

**Article 17: Hours of Work**

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

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

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

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

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

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



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

Add the following to amend Article 23 Holidays:

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

Add the following to amend Article 23, Holidays:

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

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