

**MEMORANDUM OF UNDERSTANDING**

**FISCAL YEARS 2022-2023**

*Between*

**THE CITY OF BALTIMORE**

*and*



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

**Council 67 and Local 44, AFL-CIO  
BALTIMORE MUNICIPAL EMPLOYEES**

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**MEMORANDUM OF UNDERSTANDING**

**Fiscal Years 2022-2023**

**between**

**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 (the "Agreement") entered into as of the 1<sup>st</sup> day of July 2021 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 (the "MERO") 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. The Mayor and City Council shall continue to 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 are those occupying job classes that are listed in Addendum D to this agreement and those positions shall remain added to the bargaining unit. The wages and benefits for the classes listed in Addendum D shall be as provided herein.

## **ARTICLE 3**

### ***CHECK OFF***

A. The Employer agrees to deduct Union dues from the pay of any employee for whom the Union is certified to represent and who has authorized or 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 by the employee in writing within the thirty (30) days of 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 ¶A shall not for any other purpose change or expand the definition of an "employee" contained in Baltimore City Code Art. 12§ 1-1(d); and, moreover, this ¶A shall not extend any representational rights to any probationary employee.

B. 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.

C. 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.

D. The City will provide up to one (1) hour during orientation for a Union representative to meet with new employees. No less than once every six (6) 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, gender identification, 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 Section 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 (City Code Art. 12, 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) calendar days following the completion of Step 2. Within ten (10) 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:**

(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

(b) notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Said notice or demand shall be filed within twenty-one (21) calendar days following the completion of Step 3. 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, including employees affected.

(c) 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.

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

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

(f) 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.

(g) Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

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 upon request by the Union. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step at any time 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 Agreement 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 Agreement.

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 any time 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. Grievance and grievance answers may be delivered by email. In the event that email is used, a confirmation copy of the same correspondence shall also be subsequently mailed. The operative date of delivery shall be the date of the email.

G. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

## **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 (30) 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 (5) 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 Agreement.

**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 due consideration as provided herein, 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.
  4. For the purpose of this Paragraph, seniority shall be defined as the total length of continuous service in the higher and lower classifications.

5. 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 to convert to cash his (her) accumulated vacation and personal leave.

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 Agreement.

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:

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
June 19 <sup>th</sup>	Juneteenth
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People's Day
November 11 <sup>th</sup>	Veterans Day
Fourth Thursday in November	Thanksgiving Day
December 25 <sup>th</sup>	Christmas Day

10-Month (Health Department Employees):

Health Department employees assigned to Baltimore City Public School System ("BCPSS") shall follow the school calendar holidays. Make-up days for inclement weather shall be determined by the BCPSS Board of School of Commissioners.

- 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 (1¾) working days for each month of completed service, or a total of twenty-one (21) days per year.

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

B. Vacation may be taken by employees entitled thereto subject to 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 Agreement 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 thirty (30) minutes.

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

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



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 Accruals – See Addendum B
- 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 thirty (30) 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 (½) 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 Agreement.

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, 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 date of the death or the day following the day of the death, or in conjunction with a memorial or funeral service. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall 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 deposit a total of four (4) days, once annually, to the account of each employee to be used as a personal day. 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 thirty (30) minutes.

J.

1. Employees shall receive a one (1) 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. Employees shall receive one (1) 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.

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.

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 \$8.00 (eight 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 one and one half (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.

1. Overtime work shall be offered equally to employees working within the same job

classification in each work area. The offering of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

2. 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.

C. 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.

D. 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.

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

F. 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. The parties shall reconstitute the Joint Labor/Management Committee on Safety (the "Joint Safety Committee"). The Joint Safety Committee shall consist of three (3) members appointed and replaced by the City and the Union, respectively, for a total of six (6) members. Beginning with the month of August 2017,

The Joint Safety Committee shall regularly meet one time each calendar month at the Office of the Labor Commissioner. The Joint Safety Committee shall address and examine, jointly, any and all issues brought to it. The Office of the Labor Commissioner shall work with the Union to calendar the monthly meetings in advance. The Union's committee members shall be released from their usual job duties and they shall be permitted to attend the committee's meeting without loss of pay. The Union shall prepare a proposed agenda of the topics to be discussed for each monthly committee meeting and it shall forward the proposed agenda to the Office of the Labor Commissioner by email at least ten (10) calendar days in advance of each monthly meeting. The purpose of the Joint Committee shall be to identify for the City how to afford all members of the bargaining unit a safe and secure work place, without exposure to undue or avoidable hazards.

C. 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.

D.

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. The Third Health and Prescription Drug Plan Agreement, agreed to by the parties and approved by the Board of Estimates on June 27, 2018, is attached hereto as Addendum A and shall remain in effect as provided therein. As the term of the Third Health and Prescription Drug Plan Agreement is due to expire on December 31, 2020. The parties recognize that the Third Health and Prescription Drug Plan Agreement shall need to be amended and modified through bargaining conducted among all participating unions during the term of this Agreement. While remaining in negotiations, and prior to impasse, the terms of the Third Health and Prescription Drug Plan Agreement shall remain in effect with the intent that all terms of the Third Health and Prescription Drug Plan Agreement shall continue to operate.

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. 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. 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 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.

H. 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.

**C. Commercial Driver's License**

The drivers of certain City vehicles are 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)**

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.

**ARTICLE 20  
RATES OF PAY**

**A. Wages**

Employees shall receive the following across-the-board increases during the terms of this Agreement:

1. FY2022: A 3.5% annual across-the-board wage increase to each active employee covered by this Agreement who is on payroll and in pay status as of the date that this Agreement is noted by the Board of Estimates shall be given. Said increase shall be retroactive to July 1, 2021. As a result, each eligible employee's total annual salary for pension and all other purposes shall be raised by three and a half percent (3.5%) with respect to all of Fiscal Year 2022. The appropriate revised wage scales are attached to this Agreement as Addendum C.

In addition to the aforementioned increase for FY 2022, a one-time bonus of \$750 (seven hundred and fifty dollars) shall be paid to each active employee covered by this Agreement who is on payroll and in pay status as of the date that this Agreement is noted by the Board of Estimates. Payment shall be as soon as practicable following approval, as required, by the City Council and/or Board of Estimates.

2. FY 2023: A 1.5% across-the-board wage increase to each active employee covered by this Agreement shall be given effective July 1, 2022.

A 1.0% across-the-board wage increase to each active employee covered by this Agreement shall be given effective January 1, 2023.

B. Effective on or after January 1, 1992, a Section 125 Plan was 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.

## **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. Should the complaint or charges on which the suspension was based not be sustained, or should the City not have just cause for its action, the City shall return the employee to work, and it shall reimburse the employee for all lost wages, within thirty (30) calendar days after such settlement or 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 Agreement 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 Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the employee shall be bound by the Union's decision whether or not to arbitrate. The 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 Agreement 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 Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with 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 affected 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 each of the Fiscal Years 2020 and 2021 shall be provided for such purpose, of which at least \$1,500 (one thousand five hundred dollars) each year 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** **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 29** **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 30  
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 31  
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 32  
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 33**  
***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.

5. Effective June 30, 2017, there shall be established a Special Grievance Committee on Acting-Out-of-Title under Article 34 of this Agreement and about the proper administration of AM 214-1, in lieu of grievance and/or arbitration under Article 6 of this Agreement about any dispute or controversy over all such topics. The Special Grievance Committee shall be convened, and through December 31, 2018 it shall operate as follows, when, except for pending or uncompleted cases (which shall be completed thereafter), the authority of the Special Grievance Committee shall expire unless expressly extended by written agreement:

a. The Special Grievance Committee shall consist of seven (7) individuals, three (3) of whom shall be appointed by the Office of the Labor Commissioner for the City, and three (3) of whom shall be appointed by the Executive Director of AFSCME Council 67 for the Union. The six (6) members so appointed may be appointed and removed at the pleasure of their respective party (City or Union), and even may be appointed only to participate in the determination of a particular case. Once proceedings are begun on a case, the six (6) Special Committee Members may not be replaced or removed absent extraordinary circumstances.

b. The seventh (7<sup>th</sup>) member of the Special Grievance Committee shall be a neutral labor arbitrator who is a member of the National Academy of Arbitrators. The seventh (7<sup>th</sup>) member shall be appointed and sit by consent of the City and the Union for an initial term through June 30, 2018. The seventh (7<sup>th</sup>) member may be removed upon the demand of the City or the Union, but only after July 1, 2018, and his/her successor shall be appointed only by consent (or in the absence of consent, by alternately striking from a list of National Academy members furnished to the parties for that purpose by the Federal Mediation and Conciliation Service), unless a new appointment is necessitated by the incapacity or unavailability of the appointed neutral member.

Once proceedings are begun on a case, a neutral Special Committee Member may not be replaced or removed absent extraordinary circumstances.

c. The Special Grievance Committee shall have the authority to hear, decide and determine all disputes about Acting-Out-of-Title, including any and all about the interpretation or applications of Article 34.A of this Agreement, and AM 214-1, and it may sustain or deny employee claims and award back pay when applicable.

d. Claims presented to the Special Grievance Committee may be based on assignments that originated on or after January 1, 2016.

e. The neutral (seventh) member of the Special Grievance Committee shall be the chair of the Committee. The Committee shall have the authority to conduct its examination of employee claims, and City defenses, informally, by resort to documents and/or reliable hearsay, and elocution in lieu of formal testimony and hearing, to achieve results which are deemed to be fair, adequate and reasonable based on the facts presented. However, the chair of the committee may require formal testimony under oath to the extent that formal testimony will aid in achieving a fair and equitable result. In any event, affected employees and City managers shall be permitted to appear before and speak to the Committee before a case is submitted for decision.

f. Absent settlement, any decision made by the Committee shall be by vote of the Special Grievance Committee (the City, Union and neutral member each to cast one vote for a total of three votes).

The Committee chair (neutral member) shall be responsible to draft a statement of reasons which will serve as the final determination for the Committee's settlements and decisions. Said determinations, whether by settlement or decision, shall be final and binding on all parties concerned, and it shall serve as an arbitration award between the City and the Union.

g. The Special Grievance Committee shall attempt to develop consistent and practical protocols and procedures in its development, implementation and application of Acting-Out-of-Title principles. In so doing, the Special Grievance Committee may make recommendations to the Department of Human Resources with respect to the relevant portions of the Administrative Manual

h. The fees and expenses of the neutral member shall be split equally between the City and the Union. The Special Grievance Committee and the neutral member may hear and handle more than one case at any session. The neutral member shall invoice the parties for days of hearing and decision writings, but not by the case.

## 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 34**  
**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 35**  
**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 \$.10 (ten 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 (ten 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 36**  
**TERMINATION, CHANGE OR AMENDMENT**

This Memorandum of Understanding shall become effective on July 1, 2021, and remain in full force and effect until June 30, 2023 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.

Signed on this 19th day of August, 2022, in Baltimore, Maryland.

MAYOR & CITY COUNCIL OF BALTIMORE:

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

Veronica P. Jones  
Veronica P. Jones

Thomas Pointer  
Thomas Pointer

Nicla Magwood-Phoenix  
Nicla Magwood-Phoenix

Teresa Meli  
Teresa Meli

Catherine Burns  
Catherine Burns

Beverly Woolford  
Beverly Woolford

Atisa Underwood-Jordan  
Atisa Underwood-Jordan

Sarah Whitfield  
Sarah Whitfield

Cyette Brown  
Cyette Brown

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

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

Dorothy L. Bryant  
Dorothy L. Bryant

Anthony Wyche  
Anthony Wyche

Derrick Mitchell

Arthur King  
Arthur King

Trevor Taylor  
Trevor Taylor

Bernie Taylor  
Bernie Taylor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
Gary Gilkey Esquire  
Gary Gilkey Esquire  
Chief, Labor and Employment

NOTED BY THE BOARD OF ESTIMATES:  
Celeste Amato  
Clerk  
By Celeste Amato at 2:43:17 PM, 10/5/2022



**ADDENDUM A  
THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT**

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**THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT**

This Third Health and Prescription Agreement for City employees and dependents is made by and between the City of Salt Lake (the "City") and the employee organizations identified as exclusive representatives of City employees in bargaining units certified under the Municipal Employee Relations Ordinance, including CUW, AFSCME, PCF, IAW, and also including MAPE (the "Unions") (hereinafter referred to as the "Agreement").

WHEREAS, the City and the Unions first entered into a Health and Prescription Drug Plan Agreement which was adopted by the Board of Estimates on November 7, 2012 (the "2012 Agreement"); and

WHEREAS, the 2012 Agreement was succeeded by the Third Health and Prescription Drug Plan Agreement approved and adopted by the Board of Estimates on April 7, 2016 (the "2016 Agreement"); and

WHEREAS, pursuant to Paragraph 14 of the 2012 Agreement and Paragraph 9 of the 2016 Agreement, the 2012 and 2016 Agreements, respectively, were included as an attachment to each of the Unions' respective collective bargaining Agreements (i.e., Memorandum of Understanding) to begin with Fiscal Year 2013 through Fiscal Year 2018; and

WHEREAS, although the 2016 Agreement was to expire on each of the anniversary dates on December 31, 2017, the City and the Unions desire to continue to address health and prescription drug benefits on a City-wide basis with an agreement to succeed the 2016 Agreement through December 31, 2018;

IT IS HEREBY AGREED by and between the parties hereto:

1. **Health Services Committee Meeting and Advisory.** The Health Services Committee ("HSC") first was re-established under Paragraph 9 of the 2016 Agreement shall continue to exist as follows:

a. The HSC shall be composed of equal numbers of Union and City representatives. Each Union and MAPE shall appoint one representative to the HSC, and the City shall designate representatives from the Office of the Labor Commissioner, the Department of Human Resources (including the Division of Employee Benefits), the Department of Finance, and the Office of Mayor. The parties' representatives may designate substitute representatives to attend the meetings and participate in the business of the HSC. Should the Unions choose to have a successor participate in HSC meetings, they shall choose a joint co-chairman.

b. The HSC shall meet on or near the first (1) day and no later than the first (2) day between the months of June and September to discuss cost containment, efficiency, wellness, and other relevant issues, to review data for each plan for active employees (and pre-65

\* The City's obligation to MAPE is in "this and any other" Cases and with the parties' promise under the governing statute and through a Drug Plan Agreement, MAPE was invited to participate in the discussions regarding this Agreement. Nothing in this Agreement should be construed to qualify MAPE as an exclusive representative of Employees Reliance Ordinance in any way contrary to or in violation with MAPE.

medical and other relevant information, as advised or requested by the Union or the City, or their respective consultants. The insurer shall provide a proposed agenda no later than work prior to each requested meeting.

c. The City shall take measures to provide the Union's consultant with the same or similar quarterly information (as it has been providing to date) in the event that the Union's consultant requests to meet and confer with the City's representatives, or requests information related to the City's plans, the City shall respond to such requests within a reasonable period of time (and when the response is a denial of the Union's request, the City shall provide the reasons for such denial). No data or documents may be unreasonably withheld nor may any communication be unreasonably delayed. Any exceptions regarding the content or timing of the City's response, if not agreed to mutually between the consultants or between the Union's consultant and the relevant City representatives, shall be brought to the attention of the Labor Committee, who shall attempt to resolve the citation promptly. Access to data and documents available under this Agreement shall be in addition to any rights or remedies conferred under the State's Public Information Act.

d. One of the NIC meetings held during the period between June and September shall be used as a means to discuss each health insurance provider's Annual Provider Report as set forth in Paragraph 2 below. The consultant designated by the Union and the City may be required to attend the NIC meeting(s) concerning the Annual Provider Report.

e. Upon mutual agreement, NIC meetings may by mutual agreement be adjourned and conducted to be resumed on subsequent timely dates to enable the City and its consultants to fully respond to the Union's requests for documents, information and data.

f. When requested, documents, information and data shall be furnished by Provider programs, and with appropriate disclosure of revenues, claims and expenses for active employees (and covered dependents) and pre-Medicare eligible (e.g., age-65 VOA) retirees and covered dependents to the extent that the ordinary course such information is collected or maintained as to differentiated in the ordinary course of business.

2. **Annual Provider Reports.** Each health insurance plan provider engaged by the City shall provide the City with an "Annual Provider Report" which shall include, for the prior plan year, participating enrollment, claims (including data regarding claims exceeding \$75,000), administrative costs, utilization trends, any surplus or deficits for the prior plan year, and other relevant information about each program offered by the Provider under the City's Plan. The City shall provide the Annual Provider Reports to the Union and their consultant promptly after receiving the reports from the providers but in any event no later than June 15 each year.

### 3. **Financial Performance Indicators.**

a. To the extent that the Union requests them about the prior plan year's operations, claims and costs associated with any of the City's health insurance programs and that, reasonably viewed, such requests are made to enable the Union and their consultant to gauge the appropriateness of premium contributions for an upcoming Plan Year, such documents, data and information shall be furnished by the City to the Union within the month of July, if available.

b. Subsequent to receiving files (as mandated by the proposed procedure and/or premium equivalent rates, but no later than August 25, the City shall provide the Unions with (1) the formula, methods, and data used by the City's consultant to build rate projections for the coming Plan Year, and (2) a report detailing the projected premium and/or premium equivalent rates for each provider program within the City's Plan (including both self-insured and fully-insured plans) projected for each plan year, with supporting data.

c. Should the Unions or the Unions' consultant wish to confer with the City's consultant concerning the proposed rates, the Unions shall request such meetings in writing no later than 15 days following the submission of the proposed rates, but in any event, no later than September 10, such meetings shall be held at 11:00 am (10:00 am) prior to the submission of the proposed rates to the Board of Estimates. The City shall consider and respond to the Unions' requests (and those of the Unions' consultant) at least 10 (10) days before submission of the proposed rates to the Board of Estimates.

4. **Current Plans and Cost-Sharing.** The City's Health and Prescription Drug Programs, the provider and the plan objectives for each of those City programs (as published in the City of St. Louis Plan Year 2018 Benefits Guide) shall remain unchanged through December 31, 2020. The current statement of benefits is attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates also shall remain unchanged through December 31, 2020.

5. **Requests for Proposals.**

a. It is understood that the City may issue Request(s) for Proposals ("RFPs") for some or all of its plans for plan year 2021, through which the City may solicit proposals from current and/or other health insurance providers, as appropriate and consistent with the City's Charter. In order to bring to RFP, the City shall engage in meaningful discussions with the Unions and their benefits consultant between October 1, 2019 and January 31, 2020 about which health insurance benefit programs, benefit options, providers, policies and related self delivery are in the best interests of the City and all benefit plan participants. In entering into these discussions, the City shall not waive its Charter prerogatives to determine providers and pricing, nor shall the Unions waive their rights under the Municipal Employee Relations Ordinance.

b. In addition to the discussion on one described in Paragraph 5.a., above, no later than 60 days before the release of any RFP, the City shall notify the Unions of the proposed health insurance benefit options and plan structure(s) to be included in the RFP(s). After the Unions have been provided with this information, each shall be at least one (1) meeting at which the Unions shall have a meaningful opportunity to review and discuss with the City the RFP, and to propose changes to the proposed RFP(s) to which the City shall give meaningful consideration and response in 10-15 days prior to issuance of each RFP.

c. After the City has received and reviewed the response(s) to an RFP, should the City decide that it wishes to add or eliminate a particular health insurance provider, the City shall so advise the Unions and provide the reasons for its desire to make such a change (e.g., because of proposed premium increases, services to participants, lack of participation in a given plan, efficiency through consolidation, etc.) at least 30 days before such action is recommended to

the Board of Estimates. The Union and the Union's consultant shall have a meaningful opportunity to discuss within the RUC any such proposed changes before the changes are implemented by the City.

d. The Union shall be permitted to appoint two (2) Union representatives, in addition to the Union's designated consultant, which representatives and consultant shall be permitted access to and participate in the process and meetings to develop, monitor and control each of the RFPs.

e. The parties shall be reasonable in exercising their rights under this Article and shall not engage in any unreasonable delay to the procurement of their health and prescription drug benefits.

f. In any event, all health and prescription benefit procurements shall be subject and subordinate to Article VI of the City Charter, and the sole authority of the Board of Estimates and the Director of Finance in that process.

**6. Surplus from Self-Insured Plans.**

a. Following the close of each plan (calendar) year, on or before May 1, and, in general, applying generally accepted accounting principles and if the rules of the Governmental Accounting Board (the "GAAP"), the City shall provide, in good faith, to the Union and their designated consultant, an accounting of surplus amounts for each self-insured plan.

b. The fund (s) of surplus, net of taxes shall be used for all purposes (and premium equivalent) of the plan for the benefit year as reported to supervisors for the plan. Expenses shall include, but not be limited to, ordered medical claims, premium paid, administrative, medical, and other fees, and any taxes. The documents, information and data considered shall be furnished by provider program, and with separate disclosure of revenues, claims and expenses for active employees (and certain dependents) and pre-qualified eligible (e.g., pre-65 COA) retirees and covered dependents to the extent that in the ordinary course such information is collected or maintained as is contemplated in the ordinary course of business.

c. In the event that a surplus results from the difference between premiums and payments received from covered employees (including all active employees and dependents, and all pre-65 retirees and dependents), and includes and reductions from providers, in excess of plan expenses by the aggregate for all health and prescription drug plans (i.e., including both premium cap reserves (positive or negative) in all plans) for Plan Years 2016, 2017, 2018, 2019 and 2020, the City's view of the appropriate application of any year-end surplus shall be discussed between the City and the Union. Surplus funds may not be applied by the City for any other purpose than (A) the City's medical insurance plan, including active employees, pre-65 retirees and dependents, (B) to provide the City's health insurance plans by deposit in the Pension Stabilization Fund that is described and defined in Paragraphs 7.a. and 7.b. of this Agreement, or (C) to debt the City's COGS liability. Beginning with Plan Year 2018, and in each Plan Year thereafter, surplus funds from the prior Plan Year (and in the case of Plan Year 2018, the surplus funds from Plan Years 2016 and 2017) shall first be deposited to the amount of the Pension Stabilization Fund to total and maintain that Fund's minimum balance as defined in Paragraphs 7.a. and 7.c.

d. Surplus (net of premiums collected and payments disbursed) unrelated to currently assigned active employees may not be used to offset the City's COBRA liability or applied to support the City's SPES Trust without disclosure in advance to the NLC.

e. Continuation of contributions of the present benefit Plans, benefit options and flexibles, and current premium splits are maintained as provided in Paragraph 4 of this Agreement, in no event shall any refund be given to participating employees from any year-end surplus (as defined herein) for the Years 2019, 2020, 2021, 2022, 2023 or 2024.

**7. Premium Stabilization Fund:**

a. The City shall establish a Premium Stabilization Fund (the "Fund") within the City's General Fund. The proceeds of the Fund shall not be commingled with any part of the City's General Operating Fund, but, instead, the Fund shall be maintained by the City for the exclusive benefit of active and pre-65 persons covered under the City's Health and Prescription Drug Plan and/or this Agreement. The Fund shall be used only to enable the City to offset a year-end Plan Year deficit in the Medical and Prescription Drug programs, after all revenues, allowances and cost savings fully allocated for other full disclosure to the Union and their designated committee.

b. Any Plan Year-end surpluses in the Medical and Prescription Drug accounts, as defined in Paragraphs 5a. and 5c., will be transferred into the Premium Stabilization Fund until the balance in the Fund reaches the equivalent of two months of medical and prescription drug claims for the next calendar Plan Year. The Director of Finance will report to the Union on the balance of the Fund within three (3) months after the end of each Plan Year, i.e., by March 31 of the following year.

c. When the Premium Stabilization Fund balance is equal to or greater than two months of medical and prescription drug claims (for the exclusive benefit of active and pre-65 persons covered under the City's Health and Prescription Drug Plan under this Agreement) for the next calendar Plan Year, the City will not add margins to the pricing of premium quotations for its self-insured Medical and Prescription Drug programs.

d. Disbursements from the Fund shall be made only upon application by the Director of Finance approved by the Board of Estimates which application shall be referred to the Union before it is presented to the Board of Estimates. Should all disbursements be exhausted from the Fund by the Board of Estimates due to a year-end plan deficit as defined herein, then, in subsequent plan years, year-end plan surplus shall be ratcheted only applied first to restore the Fund, until the Fund is completely restored when other authorized applications of surplus may be considered consistent with Paragraphs 5a and 5c.

e. **Attachment to Individual Union Member:** This Agreement (including referenced attachments) shall be attached to an attachment to each Union's 950U.

f. **Dispute:** All disputes about the application or interpretation of the terms of this Agreement shall first be presented in writing to the NLC, and absent agreement, shall be referred collectively by the participating employee organizations that participate representing matter

the Municipal Employees Union Ordinance, under the City, for a decision by a neutral arbitrator who is a member of the National Academy of Arbitrators using the administrative processes of the American Arbitration Association. The fees and costs of the Association and of the selected neutral arbitrator shall be shared equally between the two parties.

10. Notice: For all purposes, notice to the Union shall be sufficient if given to the Union and to the City of Baltimore through correspondence in writing addressed to the Office of the Labor Commissioner.

11. Term: This Agreement shall remain in effect through December 31, 2020, except for those provisions which expressly refer to events occurring after that date (i.e., Paragraphs 5 and 6) which added provisions shall not expire on that date.

MAYOR AND CITY  
OF BALTIMORE:

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

AFSCME, LOCAL 61

Edward F. Adelman, Jr.  
Edward F. Adelman, Jr.

AFSCME, LOCAL 128

Robert Kenneth Lory, Sr.  
Robert Kenneth Lory, Sr.

AFSCME, LOCAL 333

Wesley G. White  
Wesley G. White

CITY UNION OF BALTIMORE

Michael Ryan-Schmitt  
Michael Ryan-Schmitt

BALTIMORE FIRE OFFICERS  
ASSOCIATION

Stephen J. ...  
Stephen J. ...

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

Gene S. ...  
Gene S. ...

BALTIMORE FIRE FIGHTERS  
ASSOCIATION

Paul A. Oles  
LOCAL 2808 AF of A

MANAGERIAL AND PROFESSIONAL SOCIETY OF  
BALTIMORE, DC

Paul J. Oles  
LOCAL 2808 AF of A

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

W. J. Oles  
City Clerk, Mayor,  
Civil, Labor and Employment



**ADDENDUM B**  
**ARTICLE 12 SICK LEAVE - ACCRUAL**

August 26, 2022

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

Dear Mr. Middleton:

At the beginning of each fiscal year, all bargaining unit employees will be front-loaded forty (40) hours of Sick and Safe Leave commensurate with the Maryland Healthy Working Families Act; and,

1. At the beginning of each fiscal year, the remaining approximately seven (7) days of paid Sick Leave will accrue in equal weekly/bi-weekly increments over the 12-month period; and
2. Any unused Sick and Safe Leave remaining at the end of the fiscal year, will be added to the employee's Sick Leave bank; and,
3. The accrual and documentation of paid leave that qualifies as Sick and Safe Leave shall be periodically reported to each employee as directed in Section 3-1306 of the Maryland Healthy Working Families Act; and,
4. In each fiscal year following Fiscal Year 2020, employees will be permitted to use Sick and Safe Leave but only to the number of days allowable annually under the Maryland Healthy Working Families Act; and,
5. Notwithstanding the City's current policies and procedures, and the provisions of the Parties' MOU with respect to the use of paid sick leave, the City shall additionally permit all employees to use Sick and Safe Leave for the purposes recognized under the Maryland Healthy Working Families Act.

Sincerely,

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

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President



<b>ADDENDUM C</b>					
<b>FY22 - LOCAL 44 FULL-TIME</b>					
<b>Salary Table</b>					
<b>(Effective July 1, 2021)</b>					
<b>Grade</b>	<b>Hiring</b>	<b>Full Performance</b>	<b>Senior</b>	<b>L1-5</b>	<b>L6</b>
410	\$28,991	\$29,252	\$29,874	\$896	\$597
411	\$29,576	\$29,837	\$30,461	\$914	\$609
412	\$29,837	\$30,100	\$30,754	\$923	\$615
413	\$30,100	\$30,385	\$31,058	\$932	\$621
414	\$30,385	\$30,678	\$31,365	\$941	\$627
415	\$30,678	\$30,986	\$31,713	\$951	\$634
416	\$30,986	\$31,288	\$32,068	\$962	\$641
417	\$31,288	\$31,641	\$32,450	\$974	\$649
418	\$31,641	\$31,991	\$32,846	\$985	\$657
419	\$31,991	\$32,370	\$33,267	\$998	\$665
420	\$32,101	\$32,501	\$33,466	\$1,004	\$669
421	\$32,501	\$32,924	\$33,977	\$1,019	\$680
422	\$32,924	\$33,384	\$34,550	\$1,036	\$691
423	\$33,384	\$33,892	\$35,199	\$1,056	\$704
424	\$33,892	\$34,466	\$35,971	\$1,079	\$719
425	\$34,466	\$35,091	\$36,824	\$1,105	\$736
426	\$35,091	\$35,823	\$37,599	\$1,128	\$752
427	\$35,519	\$36,328	\$38,346	\$1,150	\$767
428	\$36,328	\$37,057	\$39,512	\$1,185	\$790
429	\$37,057	\$38,051	\$40,823	\$1,225	\$816
430	\$38,051	\$39,145	\$42,290	\$1,269	\$846
431	\$39,145	\$40,352	\$43,824	\$1,315	\$876
432	\$40,352	\$41,689	\$45,126	\$1,354	\$903
433	\$41,689	\$43,097	\$46,853	\$1,406	\$937
434	\$43,097	\$44,289	\$48,675	\$1,460	\$974
435	\$44,289	\$45,875	\$50,575	\$1,517	\$1,012
436	\$45,875	\$47,538	\$52,576	\$1,577	\$1,052
437	\$47,538	\$49,281	\$54,723	\$1,642	\$1,094
438	\$49,281	\$51,107	\$56,977	\$1,709	\$1,140
439	\$51,107	\$53,071	\$59,364	\$1,781	\$1,187
440	\$53,071	\$55,156	\$61,849	\$1,855	\$1,237
441	\$55,156	\$57,317	\$64,467	\$1,934	\$1,289
442	\$57,317	\$59,598	\$67,221	\$2,017	\$1,344
443	\$59,598	\$62,002	\$70,106	\$2,103	\$1,402
444	\$62,002	\$64,718	\$73,135	\$2,194	\$1,463
445	\$64,718	\$67,164	\$76,216	\$2,286	\$1,524
447	\$40,163	\$41,389	\$43,941	\$1,318	\$879
448	\$44,098	\$45,696	\$50,537	\$1,516	\$1,011
449	\$51,013	\$53,016	\$59,448	\$1,783	\$1,189

FY23- LOCAL 44 FULL-TIME					
Grade	Hiring	Full Performance	Senior	L1 -5	L6
410	\$29,425	\$29,691	\$30,322	\$910	\$606
411	\$30,020	\$30,285	\$30,918	\$928	\$618
412	\$30,285	\$30,552	\$31,215	\$936	\$624
413	\$30,552	\$30,841	\$31,524	\$946	\$630
414	\$30,841	\$31,138	\$31,835	\$955	\$637
415	\$31,138	\$31,451	\$32,189	\$966	\$644
416	\$31,451	\$31,757	\$32,549	\$976	\$651
417	\$31,757	\$32,116	\$32,937	\$988	\$659
418	\$32,116	\$32,471	\$33,339	\$1,000	\$667
419	\$32,471	\$32,855	\$33,766	\$1,013	\$675
420	\$32,582	\$32,988	\$33,968	\$1,019	\$679
421	\$32,988	\$33,418	\$34,486	\$1,035	\$690
422	\$33,418	\$33,885	\$35,068	\$1,052	\$701
423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
424	\$34,401	\$34,983	\$36,510	\$1,095	\$730
425	\$34,983	\$35,618	\$37,376	\$1,121	\$748
426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
431	\$39,733	\$40,957	\$44,482	\$1,334	\$890
432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
433	\$42,314	\$43,743	\$47,556	\$1,427	\$951
434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
436	\$46,564	\$48,251	\$53,365	\$1,601	\$1,067
437	\$48,251	\$50,020	\$55,544	\$1,666	\$1,111
438	\$50,020	\$51,874	\$57,832	\$1,735	\$1,157
439	\$51,874	\$53,867	\$60,255	\$1,808	\$1,205
440	\$53,867	\$55,983	\$62,777	\$1,883	\$1,256
441	\$55,983	\$58,177	\$65,434	\$1,963	\$1,309
442	\$58,177	\$60,492	\$68,229	\$2,047	\$1,365
443	\$60,492	\$62,932	\$71,157	\$2,135	\$1,423
444	\$62,932	\$65,688	\$74,232	\$2,227	\$1,485
445	\$65,688	\$68,171	\$77,360	\$2,321	\$1,547
447	\$40,766	\$42,009	\$44,600	\$1,338	\$892
448	\$44,760	\$46,382	\$51,295	\$1,539	\$1,026
449	\$51,778	\$53,811	\$60,340	\$1,810	\$1,207

<b>FY22 - LOCAL 44 HEALTH AIDES (10 MONTHS)</b>					
<b>Grade</b>	<b>Hiring</b>	<b>Full Performance</b>	<b>Senior</b>	<b>L1-5</b>	<b>L6</b>
450	\$17,687	\$17,818	\$18,140	\$544	\$363
451	\$23,129	\$23,329	\$23,809	\$714	\$476
460	\$27,278	\$27,631	\$28,459	\$854	\$569
461	\$27,618	\$27,979	\$28,831	\$865	\$577
462	\$27,977	\$28,341	\$29,236	\$877	\$585
463	\$28,341	\$28,739	\$29,723	\$892	\$594
465	\$28,862	\$29,384	\$30,786	\$924	\$616
468	\$30,797	\$31,341	\$33,169	\$995	\$663
470	\$36,918	\$38,229	\$42,147	\$1,264	\$843

<b>FY23 - LOCAL 44 HEALTH AIDES (10 MONTHS)</b>					
<b>Grade</b>	<b>Hiring</b>	<b>Full Performance</b>	<b>Senior</b>	<b>L1 -5</b>	<b>L6</b>
450	\$17,953	\$18,085	\$18,412	\$552	\$368
451	\$23,476	\$23,679	\$24,166	\$725	\$483
460	\$27,687	\$28,045	\$28,885	\$867	\$578
461	\$28,032	\$28,399	\$29,264	\$878	\$585
462	\$28,397	\$28,766	\$29,674	\$890	\$593
463	\$28,766	\$29,170	\$30,169	\$905	\$603
465	\$29,295	\$29,825	\$31,248	\$937	\$625
468	\$31,259	\$31,811	\$33,667	\$1,010	\$673
470	\$37,472	\$38,802	\$42,779	\$1,283	\$856
471	\$40,844	\$42,295	\$46,629	\$1,399	\$933

**FY22 - LOCAL 44 HOURLY RATES****Salary Table  
(Effective July 1, 2021)**

<b>Grade</b>	<b>Hiring</b>	<b>Full Performance</b>	<b>Senior</b>	<b>L1-5</b>	<b>L6</b>
481	\$16.13	\$16.34	\$16.62	\$0.50	\$0.33
482	\$16.34	\$16.58	\$16.88	\$0.51	\$0.34
483	\$16.44	\$16.65	\$16.97	\$0.51	\$0.34
484	\$16.58	\$16.85	\$17.15	\$0.51	\$0.34
485	\$16.85	\$17.11	\$17.48	\$0.52	\$0.35
486	\$16.96	\$17.32	\$17.74	\$0.53	\$0.35
487	\$17.32	\$17.63	\$18.11	\$0.54	\$0.36
488	\$17.63	\$18.05	\$18.55	\$0.56	\$0.37
489	\$18.05	\$18.50	\$19.14	\$0.57	\$0.38
490	\$18.50	\$19.03	\$19.72	\$0.59	\$0.39
491	\$19.03	\$19.61	\$20.40	\$0.61	\$0.41
492	\$19.61	\$20.19	\$21.09	\$0.63	\$0.42
493	\$20.19	\$20.86	\$21.76	\$0.65	\$0.44
494	\$20.86	\$22.05	\$22.54	\$0.68	\$0.45
495	\$21.58	\$22.21	\$23.42	\$0.70	\$0.47
496	\$22.21	\$23.01	\$24.24	\$0.73	\$0.48

**FY23 - LOCAL 44 HOURLY RATES**

<b>Grade</b>	<b>Hire</b>	<b>Full Performance</b>	<b>Senior</b>	<b>L1 -5</b>	<b>L6</b>
481	\$16.37	\$16.58	\$16.87	\$0.51	\$0.34
482	\$16.59	\$16.83	\$17.14	\$0.51	\$0.34
483	\$16.69	\$16.90	\$17.23	\$0.52	\$0.34
484	\$16.83	\$17.10	\$17.40	\$0.52	\$0.35
485	\$17.10	\$17.37	\$17.74	\$0.53	\$0.35
486	\$17.22	\$17.58	\$18.00	\$0.54	\$0.36
487	\$17.58	\$17.90	\$18.38	\$0.55	\$0.37
488	\$17.90	\$18.32	\$18.83	\$0.56	\$0.38
489	\$18.32	\$18.77	\$19.43	\$0.58	\$0.39
490	\$18.77	\$19.31	\$20.02	\$0.60	\$0.40
491	\$19.31	\$19.90	\$20.71	\$0.62	\$0.41
492	\$19.90	\$20.50	\$21.41	\$0.64	\$0.43
493	\$20.50	\$21.18	\$22.09	\$0.66	\$0.44
494	\$21.18	\$22.38	\$22.87	\$0.69	\$0.46
495	\$21.90	\$22.55	\$23.78	\$0.71	\$0.48
496	\$22.55	\$23.35	\$24.61	\$0.74	\$0.49

<b>FY22 - LOCAL 44 FLAT RATES</b>		
<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
840	\$24,242	\$24,242
845	\$29,982	\$29,982
846	\$30,708	\$30,708
847	\$31,423	\$31,423
848	\$31,887	\$31,887

<b>FY23 - LOCAL 44 FLAT RATES</b>		
<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
840	\$24,606	\$24,606
845	\$30,432	\$30,432
846	\$31,169	\$31,169
847	\$31,894	\$31,894
848	\$32,366	\$32,366

<b>ADDENDUM D FY22</b>		
<b>Job Code</b>	<b>Job Title</b>	<b>Grade</b>
62491	Health Services Trainee	417
52210	Electrical Mechanic Apprentice	418
07388	Custodial Worker	420
53121	Custodial Worker I	420
81351	Community Outreach Worker	422
52911	Trades Helper	422
52951	Utility Aide	422
53122	Custodial Worker II	423
71390	Hostler	423
52941	Laborer	423
54441	Motor Pool Worker I	423
81212	Nutrition Aide	423
07385	Operations Aide	423
53790	Small Engine Mech Apprentice	423
54437	Driver I	424
62492	Health Clinic Aide	425
71511	Laboratory Assistant I	425
52961	Pest Control Worker	425
62497	School Health Aide	425
52193	Automotive Maintenance Worker	426
52241	Carpenter I	426
54439	Driver II	426
52942	Laborer Crew Leader I	426
52251	Locksmith I	426
52271	Painter I	426
52281	Pipefitter I	426
53791	Small Engine Mechanic I	426
52194	Tire Maintenance Worker I	426
07386	Carpenter Convention Center	427
07373	Carpet Technician	427
53661	Horticultural Assistant	427
54513	Marine Equipment Operator I	427
54442	Motor Pool Worker II	427
54421	Motor Vehicle Driver I	427
07344	Painter I Convention Center	427

54461	Tow Truck Operator	427
71512	Laboratory Assistant II	428
63393	Phlebotomist	428
53513	Utilities Inst Repair III	428
53111	Building Repairer	429
00082	Building Repairer I	429
52231	Cabinetmaker I	429
52242	Carpenter II	429
53421	Elect Mech St Lighting I	429
52211	Electrical Mechanic I	429
54211	Heat Air Conditioning Tech I	429
54431	Heavy Equipment Operator I	429
52943	Laborer Crew Leader II	429
52252	Locksmith II	429
54351	Maintenance Tech Apprentice	429
52221	Mason I	429
52272	Painter II	429
52282	Pipefitter II	429
53792	Small Engine Mechanic II	429
53651	Tree Trimmer	429
52310	Welder Assistant	429
52105	Automotive Mechanic Apprentice	430
07340	Cabinetmaker Convention Center	430
52620	Instrument Tech Apprentice	430
54514	Marine Equipment Operator II	430
54422	Motor Vehicle Driver II	430
54311	Operations Tech Apprentice	430
94311	Operations Technician I	430
07390	Painter II Convention Center	430
52273	Painter III	430
42571	Public Health Investigator	430
52612	Sound Equipment Technician	430
52195	Tire Maintenance Worker II	430
52232	Cabinetmaker II	432
53422	Elect Mech St Lighting II	432
54352	Electrical Maint Tech II	432
52212	Electrical Mechanic II	432
54212	Heat Air Conditioning Tech II	432
52222	Mason II	432
54363	Mechanical Maint Tech II	432

07384	Operations Crew Leader	432
53231	Public Building Maint Coord	432
53312	Street Mason	432
41411	Animal Enforcement Officer	433
54432	Heavy Equipment Operator II	433
54318	Pumping Technician II	433
54440	Tractor Trailer Driver	433
54332	WW Opns Tech II Pump	433
54333	WW Opns Tech II Sanitary	433
54312	Water Treatment Tech II	433
52153	Automotive Body & Fender Tech	434
52110	Automotive Mechanic	434
53814	Solid Waste Lead Worker	434
52311	Welder	434
54353	Electrical Maint Tech III	435
54213	Heat Air Cond Tech III	435
52621	Instrumentation Technician I	435
62260	License Practical Nurse	435
07348	Maintenance Mechanic	435
54364	Mechanical Maint Tech III	435
54319	Pumping Technician III	436
54313	Water Treatment Tech III	436
52114	Automotive Lead Mechanic	437
52134	Hydraulic Mechanic	437
63331	Hearing & Vision Tester 10 Mth	460
62494	School Health Aide 10 Mth	465
62250	License Practical Nurse 10 Mth	470
52931	Laborer Hourly	482
54492	Drawbridge Operator	483
53511	Utilities Inst Repair I	483
53811	Solid Waste Worker	485
53512	Utilities Inst Repair II	485
52932	Laborer Crew Leader I	486
53311	Cement Finisher	487
54411	Motor Vehicle Driver I Hourly	487
54412	Motor Vehicle Driver II Hourly	490
53812	Solid Waste Driver	490
53813	Mechanical Sweeper Operator	491
53130	Custodial Worker I Hrly	840



52920	Tree Trimmer Apprentice	845
54516	CDL Driver I	CD1
54517	CDL Driver II	CD2
54518	CDL Driver III	CD3

ADDENDUM D1  
FY23

Job Code	Job Title	Grade	Hiring	Full Part	Senior	L1-6	L8
41411	Animal Enforcement Officer	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
52153	Automotive Body & Fender Tech	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
52114	Automotive Lead Mechanic	439	\$51,874	\$53,867	\$60,255	\$1,808	\$1,205
52193	Automotive Maintenance Worker	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
52110	Automotive Mechanic	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
52105	Automotive Mechanic Apprentice	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
53111	Building Repairer	431	\$39,733	\$40,957	\$44,482	\$1,334	\$890
00082	Building Repairer I	431	\$39,733	\$40,957	\$44,482	\$1,334	\$890
07340	Cabinetmaker Convention Center	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52231	Cabinetmaker I	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
52232	Cabinetmaker II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
07386	Carpenter Convention Center	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
52241	Carpenter I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
52242	Carpenter II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
07373	Carpet Technician	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
54516	CDL Driver I	447	\$40,766	\$42,009	\$44,600	\$1,338	\$892
54517	CDL Driver II	448	\$44,760	\$46,382	\$51,295	\$1,539	\$1,026
54518	CDL Driver III	449	\$51,778	\$53,811	\$60,340	\$1,810	\$1,207
53311	Cement Finisher	490	\$18.77	\$19.31	\$20.02	\$0.60	\$0.40
81351	Community Outreach Worker	422	\$33,418	\$33,885	\$35,068	\$1,052	\$701
07831	Court Laboratory Assistant	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
07388	Custodial Worker	420	\$32,582	\$32,988	\$33,968	\$1,019	\$679
53121	Custodial Worker I	420	\$32,582	\$32,988	\$33,968	\$1,019	\$679
53122	Custodial Worker II	423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
54437	Driver I	424	\$34,401	\$34,983	\$36,510	\$1,095	\$730
54439	Driver II	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
53421	Elect Mech St Lighting I	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
53422	Elect Mech St Lighting II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54352	Electrical Maint Tech II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54353	Electrical Maint Tech III	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
52210	Electrical Mechanic Apprentice	418	\$32,116	\$32,471	\$33,339	\$1,000	\$667
52211	Electrical Mechanic I	447	\$40,766	\$42,009	\$44,600	\$1,338	\$892
52212	Electrical Mechanic II	448	\$44,760	\$46,382	\$51,295	\$1,539	\$1,026
62492	Health Clinic Aide	425	\$34,983	\$35,618	\$37,376	\$1,121	\$748
62491	Health Services Trainee	417	\$31,757	\$32,116	\$32,937	\$988	\$659
63331	Hearing & Vision Tester 10 Mth	460	\$27,687	\$28,045	\$28,885	\$867	\$578
54213	Heat Air Cond Tech III	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
54211	Heat Air Conditioning Tech I	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
54212	Heat Air Conditioning Tech II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
53661	Horticultural Assistant	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
71390	Hostler	423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
52134	Hydraulic Mechanic	437	\$48,251	\$50,020	\$55,544	\$1,666	\$1,111

Job Code	Job Title	Grade	Hiring	Full Perf	Senior	L1-5	L6
52620	Instrument Tech Apprentice	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52621	Instrumentation Technician I	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
71511	Laboratory Assistant I	425	\$34,983	\$35,618	\$37,376	\$1,121	\$748
71512	Laboratory Assistant II	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
52941	Laborer	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
52942	Laborer Crew Leader I	431	\$39,733	\$40,957	\$44,482	\$1,334	\$890
52943	Laborer Crew Leader II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
62260	License Practical Nurse	436	\$46,564	\$48,251	\$53,365	\$1,601	\$1,067
62250	License Practical Nurse 10 Mth	471	\$40,844	\$42,295	\$46,629	\$1,399	\$933
52251	Locksmith I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
52252	Locksmith II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
33390	Mail Handler	424	\$34,401	\$34,983	\$36,510	\$1,095	\$730
07348	Maintenance Mechanic	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
54351	Maintenance Tech Apprentice	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
54513	Marine Equipment Operator I	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
54514	Marine Equipment Operator II	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52221	Mason I	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
52222	Mason II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54363	Mechanical Maint Tech II	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54364	Mechanical Maint Tech III	435	\$44,953	\$46,564	\$51,334	\$1,540	\$1,027
54441	Motor Pool Worker I	423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
54442	Motor Pool Worker II	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
81212	Nutrition Aide	423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
07385	Operations Aide	425	\$34,983	\$35,618	\$37,376	\$1,121	\$748
07384	Operations Crew Leader	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54311	Operations Tech Apprentice	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
94311	Operations Technician I	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52271	Painter I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
07344	Painter I Convention Center	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
52272	Painter II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
07390	Painter II Convention Center	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52273	Painter III	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
52961	Pest Control Worker	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
63393	Phlebotomist	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
52281	Pipefitter I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
52282	Pipefitter II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
53231	Public Building Maint Coord	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
42571	Public Health Investigator	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
54318	Pumping Technician II	433	\$42,314	\$43,743	\$47,556	\$1,427	\$951
54319	Pumping Technician III	436	\$46,564	\$48,251	\$53,365	\$1,601	\$1,067
62497	School Health Aide	427	\$36,052	\$36,873	\$38,921	\$1,168	\$778
62494	School Health Aide 10 Mth	468	\$31,259	\$31,811	\$33,667	\$1,010	\$673
53790	Small Engine Mech Apprentice	423	\$33,885	\$34,401	\$35,727	\$1,072	\$715
53791	Small Engine Mechanic I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763

Job Code	Job Title	Grade	Hiring	Full Perf	Senior	L1-5	L6
53792	Small Engine Mechanic II	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
53812	Solid Waste Driver	448	\$44,760	\$46,382	\$51,295	\$1,539	\$1,026
53814	Solid Waste Lead Worker	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
53811	Solid Waste Worker	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
52612	Sound Equipment Technician	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
53312	Street Mason	432	\$40,957	\$42,314	\$45,803	\$1,374	\$916
52194	Tire Maintenance Worker I	426	\$35,618	\$36,360	\$38,163	\$1,145	\$763
52195	Tire Maintenance Worker II	430	\$38,621	\$39,733	\$42,925	\$1,288	\$858
54440	Tractor Trailer Driver	449	\$51,778	\$53,811	\$60,340	\$1,810	\$1,207
52911	Trades Helper	422	\$33,418	\$33,885	\$35,068	\$1,052	\$701
53651	Tree Trimmer	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
53511	Utilities Inst Repair I	483	\$16.69	\$16.90	\$17.23	\$0.52	\$0.34
53512	Utilities Inst Repair II	485	\$17.10	\$17.37	\$17.74	\$0.53	\$0.35
53513	Utilities Inst Repair III	428	\$36,873	\$37,613	\$40,104	\$1,203	\$802
52951	Utility Aide	425	\$34,983	\$35,618	\$37,376	\$1,121	\$748
54312	Water Treatment Tech II	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
54313	Water Treatment Tech III	437	\$48,251	\$50,020	\$55,544	\$1,666	\$1,111
52311	Welder	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
52310	Welder Assistant	429	\$37,613	\$38,621	\$41,435	\$1,243	\$829
54332	WW Opns Tech II Pump	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988
54333	WW Opns Tech II Sanitary	434	\$43,743	\$44,953	\$49,405	\$1,482	\$988



**ADDENDUM E**  
**BUREAU OF SOLID WASTE – TASK WORK MIXED REFUSE**

August 26, 2022

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*  
Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President



**ADDENDUM F: SUBCONTRACTS**

August 26, 2022

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*  
Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President



**ADDENDUM G: BALTIMORE CONVENTION CENTER**

August 26, 2022

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 employees working at the Baltimore Convention Center ("BCC") and be deemed part of the **FY2022-2023 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 BCC 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 proceeding the next work week.

Sincerely,

*Deborah F. Moore-Carter*

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President

cc: Phil Costa, Deputy Director, BCC

ADDENDUM H  
CDL AND TEMPORARY EMPLOYEES AGREEMENT

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 I 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

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 (121<sup>st</sup>) 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

workers' placement on the List of Eligibles maintained by the Personnel Director. Upon appointment, the workers shall qualify for all benefits and rights as persons who are members of the AFSCME Union bargaining unit and who are regularly employed within the City Civil Service.

4. Beginning July 1, 2004, the City shall not require more than two hundred and forty (240) temporary employee status for a period exceeding twenty-five (25) months. Notwithstanding the foregoing, there shall be no numerical limitation on the number of employees in temporary positions for six (6) months or less in the event of an emergency as determined in the sole and exclusive discretion of the Mayor or his designee.
5. The provisions in Paragraphs B.1, B.2, B.3 and B.4 of this Memorandum of Agreement are accepted and agreed upon by the City and the AFSCME Union notwithstanding the provisions of Article 26 of the MOU and the Administrative Manual AM 234-1 as they pertain the City's employment of temporary or seasonal employees, both of which shall be interpreted and applied in a manner consistent with the terms of Paragraph 4 in this Agreement.
6. Five (5) days after this Agreement is approved by the City's Board of Estimates, and it is ratified by the AFSCME Union's Executive Board and membership, the City and the AFSCME Union shall (1) file simultaneous withdrawals with prejudice of their claims in Case No. 24-C-03-006833 currently pending in the Circuit Court for Baltimore City; (2) discharge Arbitrator Wolf from his engagement in the Arbitration and thus also terminate that proceeding; and (3) prepare and issue a joint statement to be the exclusive statement issued to the public concerning the settlement of the litigation and the arbitration.

Once approved and ratified by the City and the AFSCME Union, as aforesaid, the above terms are binding upon the City, the Civil Service Commission of the City, the City's Director or Human Resources, and the Trustees of the Employee Retirement Program. The effective date of this Agreement is conditioned upon approval by the

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.

Mayor and City Council of Baltimore

Maryland Public Employees Council  
67 a/w AFSCME

By: S. R. Miller  
Int. Labor Commissioner

By: [Signature]  
Executive Director

Baltimore Municipal Employees,  
Local 44 a/w AFSCME

Approved as to form and sufficiency:

By: [Signature]  
President

[Signature]  
Assistant City Solicitor  
Chief

Board of Estimates:  
Noted: [Signature]  
CLBMC MAR 10 2004



**ADDENDUM I:  
DPW SOLID WASTE LABORERS AND SOLID WASTE WORKERS**

August 26, 2022

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

**RE: DPW Solid Waste Laborers and Solid Waste Workers**

Dear Mr. Middleton:

In the course of negotiations over a Memorandum of Agreement to cover Fiscal Years 2020 and 2021 the parties discussed work assignments made by the Department of Public Works, Bureau of Solid Waste to bargaining unit members who occupy Class Code 52941 (Laborer) and Class Code 53811 (Solid Waste Worker). The DPW informed the Union because it intends to discontinue the Laborer Class, DPW shall not hire any new personnel assigned to the Laborer Class in the Bureau of Solid Waste.

Under Article 2.D. of the MOU, the City is to notify the Union "of all changes in job classifications or class specifications. DPW bargaining unit members assigned to the Bureau of Solid Waste still occupy positions in the Laborer Class. This is to recognize that the City shall meet with the Union to discuss the effects of the change proposed by DPW on existing occupants of positions assigned to the Laborer Class within the Bureau of Solid Waste, especially with respect to the differences in tasks to be assigned. These matters may also be discussed at meetings of the Joint Safety Committee organized under Article 16.

Sincerely,

*Deborah F. Moore-Carter*

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President

cc: Latoya Curtis, Chief, DPW-HR



**ADDENDUM J: SAFETY EQUIPMENT**

August 26, 2022

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

**RE: Safety Equipment**

Dear Mr. Middleton:

In the course of the FY2020-21 negotiations, the parties agreed in principle that it is reasonable to expect that the City must furnish to all members of the bargaining unit access to serviceable and properly fitted safety shoes appropriate to their work assignments.

Sincerely,

*Deborah F. Moore-Carter*

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President

***ADDENDUM K***

***Memorandum of Agreement (aka 1 + 1)***

***July 7, 2009***

[It is understood that the terms of this Memorandum of Agreement are subject to review and ratification by vote of the bargaining unit members affected by these changes.],

Whereas the City desires to modify the work schedule and various terms for certain employees who are assigned to Solid Waste Collection as defined below and whereas the Union desires to have certain unit positions reinstated so as to avoid the layoff of the employees in those positions, the parties have agreed to modify the existing MOU as follows:

1. Effective July 13, 2009, the Department of Public Works shall reinstate fifteen (15) positions which had been previously eliminated and to reinstate those employees who have been laid off or who have accepted positions as temporary employees.

2. The MOU shall be modified as follows:

Article 14, ¶ C.3. - Hours of Work.

Amend Article 14, to add as ¶ 14.C.3.a, the following:

"Effective July 13, 2009, all members of the bargaining unit who are assigned to the Solid Waste Collection (mixed refuse, recycling and corner can collection) shall be assigned to a forty-hour work week, which shall consist of four 10 hour days, Tuesday, Wednesday, Thursday and Friday. The employees thus assigned shall be given two paid breaks of fifteen (15) minutes each, at their election, one in the morning and one in the afternoon, and a paid lunch of forty-five (45) minutes. Employees who are so assigned shall be excused from further work upon completion of the routes and associated tasks to which they are regularly assigned for their day of work.

"The Bureau of Solid Waste shall publish an initial regular route schedule consisting of approximately 68 routes. The Bureau agrees to discuss route configurations or any modifications upon notification by the Union.

Article 14, ¶ J. -Hours of Work.

Amend current language to provide as follows:

"When any employee assigned to one of the collection routes in the Bureau of

Solid Waste (mixed refuse, recycling or corner can collection) completes all of the tasks and/or routes to which he or she is assigned for the regular day of work, those employees shall be excused from further work and duty assignments for that day."

Article 15, ¶ A. - Overtime.

Amend Article 15, ¶ A to additionally provide at the end of the current paragraph:

"Overtime at the rate of time and one half of regular pay shall apply to all four-day 10-hour employees in the Bureau of Solid Waste upon completion of the assignment, route or task for that day, or ten (10) hours of work if assigned to a four 10-hour day of work, or for work on a regularly assigned day off from work."

Articles 10/11/12/13 and 15 - Paid Leave and Premium Pay.

Add the following to amend Article 14, to add as, ¶ 14.C.3.b, the following:

"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 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 88 hours of holiday leave for each year (plus additional paid days off for election days and Presidential inauguration day). One full day of accrued leave for such events as holidays, vacation, personal leave, sick leave, and death leave shall be accrued on the basis of eight (8) hours of pay. If an employee accrues and/or uses less than a full day of work, the leave used shall be accounted for in apportioned units of 1/10th."

Add the following to amend Article 10, to add as, ¶ 10.I., the following:

"For holiday leave due and accrued under ¶ 14.C.3.b for employees assigned to Solid Waste Collection, 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

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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 10, to add as ¶ 10.J., the following:



When an observed holiday falls on a regular day of work (*i.e.*, Tuesday through Friday) for ten-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, and they shall be paid for the "make up" day the rate at time and one-half of their regular rate of pay."

Article 36 - Miscellaneous.

Add the following as Article 36, ¶ 36.B.:

"By September 1, 2009, the Employer and the Union shall organize and convene Joint Committee to explore an incentive housing program for bargaining unit members who choose to reside in the City of Baltimore."



**ADDENDUM L: WASTEWATER TREATMENT PLANT  
COMPENSATION AND CLASSIFICATION STUDY**

August 26, 2022

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

Dear Mr. Middleton:

The compensation and classification study for Wastewater Treatment Plant classifications (which includes Utilities Installer and Repairer (I, II, and III) and Electrical Maintenance Tech II and III), performed by a consultant engaged by the Department of Human Resources, is currently underway and has a target completion date of October 31, 2022. The Employer shall meet and confer with the Union's representatives about the ongoing progress of the study.

Sincerely,

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

Accepted for the AFSCME Local 44:

*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President

cc: Quinton M. Herbert, Director, DIIR



**ADDENDUM M:  
WAGE SCALE STRUCTURE REVIEW RFP**

August 26, 2022

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

Dear Mr. Middleton:

The Employer intends to prepare and issue a Request for Proposals ("RFP") by July 1, 2023 seeking a consultant to provide recommendations to modify the wage scales for classifications within the AFSCME Local 44 bargaining unit (which may also encompass classification outside of the bargaining unit). Once issued, the Employer shall provide a copy of the RFP to the Union. In the event that the Employer requires presentations by offerors regarding their respective proposal submissions (which is within the Employer's sole discretion), a representative of Local 44 shall be entitled to attend the presentations and to submit comments/feedback on the vendors to the RFP Evaluation Committee.

Sincerely,

*Deborah F. Moore-Carter*

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the AFSCME Local 44:  
*Glenard S. Middleton, Jr.*

Glenard S. Middleton, President

cc: Quinton M. Herbert, Director, DIIR