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**CITY UNION OF BALTIMORE**  
**FY 2004-2005**

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**MEMORANDUM OF UNDERSTANDING**

**FISCAL YEARS 2004-2005**

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**THE CITY UNION OF BALTIMORE  
LOCAL 800, AFT, AFL-CIO**

\* \* \* \* \*

**and**

\* \* \* \* \*

**THE MAYOR AND CITY COUNCIL OF BALTIMORE**

This Memorandum of Understanding entered into this 1st day of July 2003 between the Mayor and City Council of Baltimore (hereinafter referred to as "Employer") and City Union of Baltimore, Local 800, AFT, AFL-CIO (hereinafter referred to as "CUB"). To the extent that implementation of these points requires action by the Board of Estimates 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 AND PURPOSE**

It is the intent and purpose of CUB 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, CUB 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.

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

## **ARTICLE 2: RECOGNITION**

A. The Employer recognizes CUB as the exclusive negotiating representative of all eligible employees in units for which CUB has been certified pursuant to the provisions of the Municipal Employee Relations Ordinance (Article 12, Sections 1-9 of the Baltimore City Code, 2000 Edition), hereinafter referred to as the "Ordinance".

B. All Classification Titles and the current pay grade for each title included in the Units for which CUB has been certified shall be listed in the Roster of the Unit. The Employer agrees to furnish CUB a complete list of classification titles and pay grades for all classes which, through reclassification, change in duties, change in titles, or any other reason are proposed as additions, deletions, or changes to Units for which CUB has been certified prior to any such changes.

## **ARTICLE 3: CHECKOFF**

A. The Employer agrees to deduct CUB dues or service fees from the pay of any employee who is certified and represented and who has authorized in writing such deduction pursuant to the pertinent provisions of the Municipal Employee Relations Ordinance. The Employer shall promptly transmit all such moneys withheld to CUB on a monthly basis through the Automatic Clearinghouse (ACH), without charge to CUB.

B. The Employer agrees to deduct CUB service fees from the pay of any employee who is certified to be represented, is not a member of the local union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance. The Employer shall promptly transmit all such moneys withheld as service fees to CUB on a bi-weekly basis, without charge to CUB.

### C. Political Action Checkoff

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so, an amount authorized by the employee for political action. If administratively possible, the amount authorized by the employee shall be deducted on a bi-weekly basis, and a list of the employees from whom the deductions have been made and the amount deducted from each, together with a list of the employees who had authorized such deductions, shall be forwarded to the Union no later than two weeks after such deductions have been made in a separate check from Union dues. If not administratively possible, the above transactions shall revert to a monthly basis. The Political Action Checkoff Authorization Form shall read as stated in Addendum C.

D. CUB shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section, and CUB assumes full responsibility for the disposition of the funds deducted under this section.

## **ARTICLE 4: MEMBERSHIP DUES DEDUCTION PRINT-OUT**

A. The Employer shall provide CUB with a print-out of its dues-paying membership to be furnished on a monthly basis without charge to CUB.

B. The Employer shall provide CUB with a print-out of all employees in units for which CUB has been certified with classification title, work location, date of hire and amount of dues or service fees paid by each employee on a quarterly basis.

## **ARTICLE 5: UNION SECURITY**

All Employees covered by this Memorandum of Understanding (1) who are employed after July 1, 1976 (or with respect to employees of the Police Department who are employed after July 1, 1987) and elect not to join or remain members of CUB or (2) who were employed prior to July 1, 1976 (or with respect to employees of the Police Department who were employed prior to July 1, 1987) and had previously executed membership or dues authorization cards as members of said CUB, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to CUB in an amount not to exceed the then current CUB dues in order to defray the costs incurred by the said CUB in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, the processing of grievances, the conduct of disciplinary proceedings and in the appeal thereof, the protection and improvement of Civil Service rights, and any and all other proceedings and matters for which CUB is the employees' exclusive representative as a result of its certification. Pursuant to the provisions of this Article and applicable law, the personnel department of each

agency shall notify all new employees at the time of hiring that they are required, as a condition of continued employment, to pay Union dues or service fees to CUB.

Any procedures used by the Union to charge service fees to any employee for these purposes shall be in compliance with the rules set forth in the Supreme Court's decision in Chicago Teachers Union, Local No. 1 v. Hudson, 475 U.S. 292 (1986), and other relevant federal and state court decisions. CUB shall indemnify and hold the Employer harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of the procedures implemented by the Union.

## **ARTICLE 6: DISCRIMINATION**

A. All provisions of this Agreement shall be applied equally to all employees in the bargaining units for which CUB is the certified representative without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or sexual orientation.

B. The Employer and CUB agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employee Relations Ordinance. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

## **ARTICLE 7: MANAGEMENT RIGHTS**

The Employer shall have all of the rights set forth in Article 12, Section 3-2a of the Baltimore City Code (2000 ed.), formerly Article 1, §123, (supra), which section is incorporated herein by reference.

## **ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE**

A. Subject to any limitations of existing law and the provisions of Section B below, any grievance, defined in the Municipal Employee Relations Ordinance Article 12 (1-1g) 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 aggrieved employee and his representative 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 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 highest supervisor on a form to be provided by the Employer and

approved by CUB within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union in writing within five (5) calendar days thereafter.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such appeal, the Department Head or management representative designated by him and the Labor Commissioner shall meet with the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing within ten (10) calendar days thereafter.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested by CUB within twenty-one (21) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner.

(a) The Labor Commissioner and CUB shall mutually select a qualified and impartial labor relations expert to serve as an impartial arbitrator in disputed grievances and selected matters. In this connection, the Office of the Labor Commissioner shall thereupon maintain a Register and Panel of Arbitrators and Hearing Officers. The parties shall attempt to agree upon an arbitrator from the Register within five days. If such attempt fails, within seven days after receipt of a panel of seven names obtained from the Federal Mediation and Conciliation Service upon the request of either party, the parties shall alternately strike names from that panel until one name remains who shall be the arbitrator. The first strike made in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.

(b) The arbitrator, upon completion of his investigation, will forward his recommendations to the Employer and CUB. These recommendations shall be final and binding pursuant to the Ordinance, except with respect to grievances involving employees in the Police Department, in which case subsection (c) below shall apply.

(c)

(i) If a grievance involving a Police Department employee involves the policies, procedures or operations of the Police Department or Police Commissioner, the arbitrator's recommendations shall not be final and binding, but shall be advisory only. In the event the arbitrator's recommendations are not accepted by the Police Commissioner, a written statement of reasons will be provided to CUB.

(ii) The determination whether a grievance involves the policies, procedures or operations of the Police Department or Police Commissioner shall be made jointly by the Labor Commissioner and Police Commissioner and this decision shall be binding upon the Employer and CUB. This determination shall be made before an arbitrator is selected.

(iii) If a grievance involving a Police Department employee does not involve the policies, procedures or operations of the Police Department or Commissioner, then the arbitrator's recommendation shall be final and binding pursuant to the Ordinance.

B. Grievances involving employees and operations of the Police Department may be pursued through the procedures set forth in Section A above, except that if a grievance is submitted to the Personnel Service Board in accordance with the provisions of Subtitle 16, Section 16-12 of the Code of Public Laws of Baltimore City, the employee and the Union shall be deemed to have waived their right to have the grievance processed through Section A above.

C. Time limits under this Article may be changed in writing by mutual Agreement.

D. If the finding or resolution of a grievance at any step of the procedure is not appealed within any of the prescribed times herein, 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 any of the prescribed times, the grievance will proceed to the next step.

E. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.

F. In the presentation of any and all grievances under the grievance and arbitration procedure of the Memorandum of Understanding, representation of aggrieved employees by CUB representatives shall be permitted at each step.

G. Upon request, any recognized and accredited representative of CUB shall be granted reasonable time off during working hours where and when engaged in processing grievances under the grievance and arbitration procedure.

H. The cost of any arbitration proceeding shall be divided equally between the Employer and CUB.

I. No reprisals of any kind shall be taken by any party involved in the grievance procedure. 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.

J. The procedures for processing any grievance arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be as prescribed in Article 9 hereof. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.



## **ARTICLE 9: DISCIPLINE AND DISCHARGE**

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

B. Discharge, Reduction in Pay or Position, or Suspension for more than Thirty Days - The Employer shall not, except with just cause, discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any such employee without just cause. The employee will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

1. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days of an employee who has completed his probationary period, the management representative responsible for initiating such action shall, if requested, meet with the affected employee and his CUB representatives within five (5) calendar days from the date of the action complained of.

2. In the event an employee, except an employee of the Police Department, who has completed his probationary period is discharged, reduced in pay or position, or suspended for more than thirty (30) days, such employee and/or his CUB representative may request an investigation by the Civil Service Commission. The Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer. The Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

The Hearing Officer, at the conclusion of such hearing, shall make findings of fact and recommendations which shall be forwarded within fifteen (15) days after the hearing to the Civil Service Commission for its determination. The Commission shall take action on such recommendations within fifteen (15) days thereafter. Copies of the Hearing Officer's findings and recommendation and the Commission's written decision shall be sent to the aggrieved employee, the CUB representative and the Department Head.

3. All Civil Service Commission disciplinary proceedings shall be recorded on a tape recorder and/or related machinery to be supplied by the Employer. Following a final disposition by the Civil Service Commission on the Hearing Officer's advisory recommendations, tapes of the Hearing Officer's proceedings in each individual disciplinary matter shall be preserved and inserted in the affected employee's personnel file for further review not to exceed thirty (30) days.

C. In the event that the Baltimore City Charter is amended and a new Personnel Department is created, the Employer agrees that any such change in the administration of City personnel policies shall not violate an employee's rights to a fair hearing in the event of disciplinary action.

D. Any employee scheduled for a disciplinary hearing or meeting must be given prior notice by management that he has a right to representation by his CUB Representative.

## **ARTICLE 10: PROBATIONARY PERIOD**

All newly hired unit members shall serve a probationary period of six (6) months beginning on their date of hire, during which the employee's competency to fulfill the duties of the position will be judged by the Employer. Police Department employees shall serve the one-year probationary period as set forth in The Code Of Public Local Law of Baltimore City.

## **ARTICLE 11: RATES OF PAY**

A. During the term of this Memorandum of Understanding, the salary system that was effective July 1, 1989 and which consists of four levels for each salary grade, entitled "Hiring Level," "Full Performance Level," "Experienced Level," and "Senior Level," respectively, shall continue. The length of continuous service required in one level of a grade before an employee may move to the next level of that grade shall be eighteen (18) months. In order for an employee to move between levels, that employee's job performance must be certified as being satisfactory. Under the level movement system, appropriate service in grade prior to the July 1, 1981 implementation of the level movement system shall continue to be credited toward level movement.

B. 1. Effective January 1, 2004, employees on the full-time salary schedule shall receive a salary increase at the rate of 2%. Employees on the part-time salary schedule shall receive a salary increase properly prorated and based on the preceding.

2. Effective June 30, 2004, employees on the full-time salary schedule shall receive a salary increase at the rate of 2%. Employees on the part-time salary schedule shall receive a salary increase properly prorated and based on the preceding.

C. Employees covered by this Agreement shall receive the following longevity increments as a percentage of the maximum of the grade, or in the event that they are on a flat salary basis, then as a percentage of their annual flat salary, as follows:

10 years - 2½%  
15 years - 2½%  
20 years - 2½%  
25 years - 2½%  
30 years - 2½%

### **D. Night Differential Pay**

1. Employees regularly assigned to night or shift work shall be paid thirty (30) cents per hour above their established pay rates for each hour worked on a shift which commences between the hours of 2:00 p.m. and 5:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. When applicable, night differential shall be paid at the appropriate overtime rate.

2. An employee not regularly assigned to the night shift, but who works overtime hours into the night shift, shall receive the night differential for all overtime hours worked into the night shift in excess of ten (10) hours in a given bi-weekly payroll period. Said differential shall be paid at the rate of thirty (30) cents an hour at time and one-half (1½).

3. An employee who works overtime extending into the night shift shall be paid the night differential of thirty (30) cents at time and one-half (1½) of that rate if he works the entire night shift regardless of the total number of hours of overtime worked within the given payroll period.

4. Recreation employees in the Bureau of Recreation whose regularly assigned shifts entitle them to night differential pay shall be eligible to receive night differential for all hours worked on a shift which, because of a temporary shift change, commences prior to 2:00 p.m.

#### E. Hazardous Duty Pay and Environmental Pay

1. A premium of fifteen (15) cents per hour shall be paid to employees 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 in any existing underground pipe networks.

2. Employees in the Department of Public Works and in the Bridge and Street Lighting Sections of the Transportation Maintenance Division, Bureau of Transportation, who are required to make repairs and/or installations from either hydraulic platform trucks or hydraulic bucket trucks at a height of seven (7) feet or more, shall receive a differential of fifteen (15) cents per hour for each hour worked.

3. Employees listed below working in hazardous environmental conditions shall be paid fifteen (15) cents per hour above the established rates for each hour worked on the shift. A hazardous environmental condition shall be defined as one which exposes the employee to an area where highly toxic chemicals are used or an atmosphere where the level of toxic fumes or gases is dangerously high.

All employees at the Back River Waste Water Treatment Plant, the Patapsco Waste Water Treatment Plant and the Eastern Avenue Pumping Station (Department of Public Works, Waste Water Facilities Division) and the Reproduction Shop (Department of Public Works, Survey and Records Section) and the Ashburton and Montebello Filtration Plants shall be paid an environmental differential pursuant to the above provision.

4. Fifteen (15) cents per hour over the normal hourly rate will be paid to all employees under this Memorandum of Understanding working on the Jones Falls Expressway, Baltimore-Washington Parkway, Key Highway and Pulaski Highway or any other Interstate Highway within the City limits for each hour so worked.

5. Employees occupying the following unit positions in the Laboratory Division of the Baltimore City Police Department who work with biohazardous materials, including

contaminated blood and body fluids, shall be paid fifteen (15) cents per hour environmental differential for all hours worked. Employees permanently assigned to and working in the Evidence Control Unit shall be paid fifteen (15) cents per hour environmental differential for each hour worked at that facility.

TITLES

Crime Laboratory Technician  
Crime Laboratory Technician Trainee  
Crime Laboratory Photographer  
Firearms Examiner  
Criminalist I, II

6. Employees occupying the following classified positions at Ashburton & Montebello Filtration Plants who are involved in the water treatment process and exposed to highly toxic chemicals or an atmosphere where the level of toxic fumes or gases is dangerously high shall be paid fifteen (15) cents per hour environmental differential.

TITLES

Operations Technician Supervisor I (Water Treatment)  
Maintenance Technician Supervisor I  
Painter Supervisor  
Instrumentation Technician II

7. Employees occupying the following classified positions at the Animal Shelter Division of the Baltimore City Health Department who work with biohazardous materials, including contaminated blood and body fluids, shall be paid fifteen (15) cents per hour environmental differential.

TITLES

Veterinary Technician  
Veterinary Technician Supervisor  
Animal Warden Supervisor  
Medical Laboratory Technologist  
Certified Dental Assistant

8. Fifteen (15) cents per hour over the normal rate of pay will be paid to all employees occupying the classifications of Solid Waste Collections Supervisor and Solid Waste Disposal Supervisor at the Department of Public Works, Bureau of Solid Waste.

F. Payroll Errors

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

## **ARTICLE 12: DEPARTMENT OF HUMAN RESOURCES**

Upon request of either party, representatives of CUB and the Department of Human Resources shall meet at mutually agreeable times to discuss and present recommendations concerning the policies or practices of the Department. Such recommendations from CUB shall be transmitted to the Director of Human Resources.

## **ARTICLE 13: PENSION AND RELATED BENEFITS**

A. During the term of this Memorandum, the Employer agrees to submit to CUB all proposed changes, modifications and/or amendments to the Retirement System. No proposed changes, modifications and/or amendments to the Retirement System shall be submitted by the City to the City Council during the term of this Memorandum of Understanding without prior consultation with City Union of Baltimore.

### **B. 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 of interest accrual; (4) current year service credits; and (5) probable maximum retirement allowance.

### **C. Employee Pension Counseling Service**

CUB shall submit the names of eight (8) representatives to the Labor Commissioner within sixty (60) days of the effective date of this Memorandum. Within thirty (30) days thereafter, the Employer shall begin to train the representatives in the counseling of employees so that they may assist employees in the selection of retirement plan and/or retirement allowance options. CUB representatives selected as counselors shall be granted time with pay from their positions in the classified service while engaged in training and orientation and during the periods spent counseling prospective retirees.

### **D. Transfer of Pension Funds: Employee Authorization and Release**

In cases where the Employees' Retirement System transfers annuity and pension funds to either the State Retirement System or Teachers' Retirement System, affected employees shall be notified for the purpose of executing an authorization and/or release for such transfer. Prior to and after the employee's annuity and pension funds have been transferred to either the State Retirement System or Teachers' Retirement System, the Employees' Retirement System shall provide each affected employee with a financial statement regarding his respective annuity and pension funds. Until this authorization and/or release is fully executed, the member shall remain in the Employees' Retirement System without loss of benefits.

#### E. Deferred Compensation Plan

The City shall assume the 5% administration fee for those employees who participate in the deferred compensation plan which is presently in existence or any modified or alternate plan. Prior to submitting any recommendations for changes to the deferred compensation plan to the Board of Estimates, the City will meet and consult with CUB.

#### F. Retirement Benefits Committee

A joint labor-management committee will be convened by November 2000, with equal representation of management and union. The purpose of the committee is to consider proposals to improve retirement benefits of the employees who are members of the Employees Retirement System. Committee recommendations will be submitted to the Labor Commissioner to be forwarded to appropriate City officials for consideration.

### **ARTICLE 14: HEALTH AND WELFARE**

A. The existing health and welfare benefits including co-pays shall remain in effect through December 31, 2003. Effective January 1, 2004, employees shall pay 15% of the premium for all Blue Cross/Blue Shield health and welfare plans for the duration of this Agreement. The terms of the Blue Cross/Blue Shield PPN effective January 1, 2004 are set forth in Addendum A and shall remain in effect through December 31, 2005.

B. Employees covered by this Agreement may elect a Health Maintenance Organization alternative to Blue Cross/Blue Shield. There shall be no employee monthly premium co-pay for the HMO alternatives.

C. Part-time employees covered by this Article, except employees hired before July 1, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for the benefits in A and B, above.

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

E. Employees who reach age sixty-five (65) shall be covered by Blue Cross/Blue Shield 65 Plan Benefits in addition to Medicare. This coverage shall continue after the employee retires. In this respect the Employer shall continue to deduct the retiree's contribution, if any, from his pension, or in the alternative, the retiree shall assume his appropriate share of payment for such coverage.

F. The Employer shall provide all employees enrolled in a designated health and hospital insurance plan or plans with information concerning the particular program. This

information shall be contained in a booklet which shall be provided and paid for by either the insurance carrier or the Employer.

G. A Joint Labor-Management Health Insurance Committee shall be established to review the City's present health insurance plan, benefits and costs for plan year 2006. The Employer shall consult with the Committee prior to implementing any changes in health care benefits. The Joint Committee shall be made up of an equal number of CUB and Management representatives.

H. The joint labor-management committee convened in the Department of Public Works to consider health insurance for Crossing Guards will continue.

I. Effective January 1, 1998, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or until the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

J. Effective January 1, 1999, the Employer shall remit an annual payment of \$650 (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. 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 deletion of benefits (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. The employee must notify the City's Employee Benefits Division within sixty (60) days after a qualifying event occurs in order to enroll in a City Health Care Plan. If after 60 days the employee has not enrolled in a City Health Care Plan, he must wait until the next open enrollment period.

## **ARTICLE 15: JOINT LABOR-MANAGEMENT CHILD CARE COMMITTEE**

The Employer and CUB recognize that the issue of childcare is a concern of unit members. The Employer and CUB agree to retain a joint Labor-Management Child Care Committee composed of 5 members of management and 5 members of CUB which shall explore the child care needs of unit members and study available alternatives. The Committee shall be convened by within 30 days of the notation of this Memorandum by the Board of Estimates and continue its work through for 90 days. The Committee shall report its findings and recommendations to the Labor Commissioner and the President of CUB.

## **ARTICLE 16: DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT AND CATASTROPHIC ILLNESS BENEFITS**

A. Death benefits shall be provided in the amount of \$17,630 or the employee's annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees who work an average of 50% of a regularly scheduled work week shall be the greater amount of their annual salary or that percentage of \$17,630 which corresponds to the percentage of the work year of a full-time employee which is represented by that part-time employee's regularly scheduled annual hours.

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 in A, above.

2. For a double dismemberment, the benefit will be equal to the amount specified in A, 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

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

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

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

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, CUB 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 was paid 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 CUB, 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 CUB, 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.

D. An employee's coverage under this Article shall be terminated upon resignation or 39 days after the last day he was in pay status on the City payroll, except that employees represented by CUB shall be covered by a reduced death benefit of \$5,000 if they retire from City employment. Retired persons so covered shall also be covered by the Accidental Death and Dismemberment provisions outlined herein above at the reduced rate.

E. 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.

F. Employees of the Police Department shall remain eligible for the benefits of the Death Relief Fund as set forth in applicable State Law during the term of this Memorandum of Understanding.

## **ARTICLE 17: HOURS OF WORK**

A. All regular classified employees as well as all shift employees shall work a regular workday of eight (8) consecutive hours including a forty (40) minute lunch (within each twenty-four (24) hour period) totaling forty (40) hours per week, to begin at such times designated by each department as regular workdays and regular shift workdays. A work shift shall consist of

eight (8) consecutive hours including a forty (40) minute minimum lunch period. In the case of the Police Department, employees may be required to work more than one shift in a twenty-four (24) hour period to accommodate routine shift rotations.

B. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or 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. Employees shall not be regularly required to work more than sixteen (16) consecutive hours.

C. Work schedules showing the employee's shifts, workdays, and hours shall be posted on each department bulletin board at all times and at all locations within the department where shift work takes place.

D.

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

2. In those work sites in which the City has heretofore provided lunch facilities, the City will either provide adequate facilities or stagger lunch breaks where necessary to insure each employee a full forty (40) minute lunch period. With the approval of the appropriate supervisor, employees shall be allowed to leave the work premises during duty-free lunch periods. Approval will not be unreasonably denied.

3. If an employee's unpaid, duty-free lunch is interrupted because of plant operations and the employee is not given time during his shift to finish lunch, the uncompleted portion of the lunch period shall be paid at the appropriate overtime rate.

E. An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$5.00.

F. Call Back -- Employees called in to 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 in accordance with the provision outlined in Article 18, Overtime, but in no event less than one 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 as to mean compounding of overtime. This four (4) hour minimum shall not be counted as time worked for overtime purposes.

G. When a Unit member is ordered to stand by during his off duty hours and remain available by telephone for call back to duty, that Unit member shall be paid at one and one half times (1½) his regular rate of pay for all hours spent on such stand by assignment.

## **ARTICLE 18: OVERTIME**

A. All hours worked in excess of forty (40) hours scheduled within a work week shall be considered overtime and non-exempt employees shall be compensated at the rate of one and one-half (1½) times their normal straight time rate of pay. All paid leave shall be counted as hours worked in the computation of overtime. The straight time rate shall be based upon the employee's annual salary divided by 1906.

B. After forty (40) hours of work in a work week, non-exempt employees shall have the ability to receive overtime compensation as a cash payment or as compensatory leave. Eligible employees in the Police Department shall receive cash payment only. The maximum accumulation of compensatory time shall be two-hundred forty (240) hours.

C. Exempt employees shall follow the City overtime policy.

D. 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.

E. Where, in the normal operation of a Department, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work shall be scheduled in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-half (1½) times his hourly rate as provided above in A, except that for all hours worked in excess of twelve (12) work days during the fourteen (14) day work period, the employee shall be paid two (2) times his hourly rate.

F. 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. 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 the employee does not accept the assignment, then 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 of the overtime hours or overtime shifts offered to each employee shall be posted on the department bulletin board or in an overtime log book for employees access.

G. Overtime work shall be voluntary except in the event of an emergency situation. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. A record shall be kept for each employee, 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 Article 18F.

H. Any assigned City vehicle should be returned to the City lot at the close of the work day. Any employee not allowed to leave the job site before quitting time will be paid for the period of time necessary to return the vehicle to the City lot, in accordance with the Employer's overtime policy.

I. Employees of the Police Department shall receive overtime at the rate of one and one-half (1½) times their regular rate, with a two (2) hour minimum for court appearances outside of working hours. Such employees shall also receive overtime at the rate of one and one-half (1½) times their regular rate when summoned as a witness in a departmental hearing outside of working hours.

J. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime. The Police Department may vary or rearrange work schedules of unit employees to accommodate court appearances and this shall not be considered varying or rearranging schedules to avoid the payment of overtime.

K. The Employer will make every effort to pay for overtime hours worked within two (2) pay periods following the pay period in which such overtime was worked.

## **ARTICLE 19: FLEXTIME**

The Employer and CUB agree to cooperate in promoting the highest efficiency and productivity at the least cost to the taxpayer. In the pursuit of this objective the Employer and CUB shall establish a Joint Flexitime Committee consisting of five (5) members appointed by each party for the purpose of studying the issue of flexitime and composing recommendations which would lead to the implementation, where possible, of flexitime rules. The Committee shall meet on a continuous basis upon request of either party. Any Committee recommendations will be submitted to the Labor Commissioner for appropriate action.

## **ARTICLE 20: 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) full 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 the approval of their supervisor. Such approval shall not be unreasonably withheld. Request for vacation on the prescribed agency form shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend for one (1) week or more. Except in cases of emergency, leave requests 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. Every effort shall be made to respond to vacation requests within one (1) week of the initial request. While every effort shall be made to meet the desires of employees who request 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. The Police Department shall continue to follow General Order (GO) 12-90, as amended on January 21, 1991, with respect to accrual and use of vacation leave for unit members.

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

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

G.

1. Vacation leave must be taken in units of no less than forty-five (45) minute intervals.

2. In May and October of each year, employees may opt to convert up to two (2) days of accumulated vacation leave to compensatory time.

H. Vacation leave shall accrue provided that the employee is in 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 lay-off due to lack of work or lack of funds and who are subsequently re-employed.

J. Employees who are re-employed, except as specified in I above, following a break in service of no more than one year, shall be considered as new employees for the purpose of computing vacation allowance.

K. Whenever employees transfer from a permanent City position to another permanent City position without a break in service, they shall be entitled to retain their vacation, sick leave, personal leave and compensatory time balances.

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 payment for the accrued vacation of employees who die, their legal heirs 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, compensatory time (unless exempt from FLSA Provision), or bonus pay, except in the case of bona fide indebtedness to the Employer. The cut-off ticket must contain, therefore, a recording of all leave due to the employees upon their retirement or resignation.

O. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for vacation leave. Eligible part-time employees shall accrue vacation leave in accordance with the following schedule:

P.

1. Part-time permanent employees with less than six (6) years of completed continuous service shall earn vacation leave of one working day for each one hundred sixty (160) hours worked.

2. Part-time permanent employees with six (6) but less than eleven (11) years of continuous completed service shall earn vacation leave of one and one-quarter (1¼) working days for each one hundred sixty (160) hours worked.

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

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

5. Part-time permanent employees with 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.

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

R. Employees who become ill during their vacation may request that their vacation leave be converted to sick leave provided that (1) the illness is reported at its onset and (2) medical verification is provided upon return to work. Only those vacation days upon which the employee was ill will be eligible for conversion to sick leave.

## **ARTICLE 21: 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, medical appointments, or pre- or post-natal disability.

B. Sick leave shall accrue at the rate of (1) day for each month of completed service, provided that the employee is in pay status at any time during the payroll period in which her/his anniversary date occurs. Unit members appointed to the Police Department prior to July 1, 1973, shall continue under the present sick leave accumulation policy.

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 such converted sick leave will be made by a separate check, including the usual deductions for taxes and social security, and shall be made to such employees no later than December 24.

E. Employees who resign or terminate employment after June 1 of a given 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, at the time of said resignation and/or termination from City Service.

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, regardless of age, shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused 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. Sick leave must be taken in units of at least forty-five (45) minutes.

I. Employees shall notify their department prior to the start of the employee's work shifts on the first day of absence due to illness, and at such intervals as specified by the department for the duration of such absence. Civilian employees of the Fire Department shall not be required to report to the Police/Fire Clinic in order to take sick leave nor shall they be required to report to the Police/Fire Clinic in order to return to duty from sick leave.

J. All use of sick leave is subject to verification. Periodic examination by the Employer's physician shall be at the Employer's expense. However, a physician's statement from an employee's private physician may not be required for periods of absence less than three (3) consecutive days, unless abuse is suspected.

K. Sick leave with pay shall be granted for pre- or 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 CUB recognize that this disablement will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.

An employee who is temporarily absent due to reasons described above from her position and who remains on the payroll in either an "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 absent on sick leave, such day shall be observed as a holiday and shall not be charged against sick leave.

M. Employees with at least two (2) years of service who are unable to return to work after all of their accrued sick leave, vacation leave, personal leave and compensatory time has



been exhausted may request extended leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Human Resources. Such request must be accompanied by a medical certificate. The formula for sick leave extension will be based on the last two (2) full years, excluding current illness. No extension, however, may exceed the number of days allowed in the basic sick leave plan; 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 shall reimburse the City for one-half (1/2) of the extended sick leave days granted. If a request is denied by the Department Head, an appeal may be made to the Department of Human Resources.

N. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for sick leave. Eligible part-time employees shall accrue sick leave at the rate of one (1) day sick leave for each one hundred sixty (160) hours.

Crossing Guards will be eligible for this prorated benefit.

O. Up to five (5) days of accumulated sick leave may be used by a Unit member in the case of illness in the Unit member's immediate family, as defined in the Family and Medical Leave Act. Employees of the Police Department hired before July 1, 1973 and who do not accrue sick leave are eligible for this benefit.

P. Sick leave that is requested in advance for medical appointments shall not be unreasonably denied nor counted as an Occurrence against that employee under the Attendance Monitoring Program.

Q. The City Union of Baltimore Sick Leave Bank hereinafter referred to as "the Bank" will continue in effect. Membership in the Bank will be voluntary for all employees. All new employees who request membership will be assessed one (1) day of sick leave for deposit in the Bank.

A member of the bargaining unit may receive a grant from the Bank only after:

1. Filing an application with the Sick Bank Committee.
2. Submitting satisfactory medical evidence of the illness or injury.
3. Submitting evidence of having exhausted all accumulated leave.

The Board of Directors of the Bank shall be composed of four (4) representatives of the Union appointed by the President and four representatives of the Employer appointed by the Labor Commissioner.

New employees must join the Bank within the first thirty (30) days after completion of their probationary periods or lose their right to join until the next contribution period. Employees

entering the bargaining unit must join the Bank within the first thirty (30) days or lose their right to join until the next open enrollment period.

Employees may relinquish their membership in the Bank at any time; if they do so, however, they will lose their contributions in the Bank and will not be allowed to join again until the next contribution period.

A member will lose the right to receive grants from the Bank if his employment with Baltimore City is terminated.

All contributions will remain in force and cannot be returned even upon cancellation of membership.

All unused sick leave days in the bank at the end of the year shall be carried over to the next year.

Sick leave conversion shall not be affected by participation in the Bank unless the contribution is taken from the current year's accumulated sick leave balance.

## **ARTICLE 22: PERSONAL LEAVE**

A. Permanent employees, except employees in the Police Department, shall be entitled to three (3) personal leave days per year. Personal leave days shall be accrued at the rate of one-quarter (1/4) day for each month of completed service. At no time may an employee accumulate more than eight (8) days of personal leave.

Part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for this benefit.

Crossing Guards are eligible for this prorated benefit.

B. Personal leave must be taken in units of at least forty-five (45) minutes.

C. Personal leave shall not be unreasonably denied, provided the employee requests such leave with at least three (3) working days' notice. In bona fide emergency situations, the three (3) days' notice may be waived. Request for personal leave for religious holidays shall not be denied.

D. Employees will be paid for unused personal leave when separated from City service.

## **ARTICLE 23: HOLIDAYS**

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

January 1  
3<sup>rd</sup> Mon. in January  
February 12

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday

Third Monday in February	President's Day
Friday before Easter	Good Friday
May 30*	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October*	Columbus Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

\*Unless the State of Maryland designates another day for observance of that legal holiday in which case the date designated by the State of Maryland.

Unit members working at the Police Department shall continue to receive leave with pay for the following holidays:

March 25	Maryland Day
September 12	Defenders Day
November 11	Veterans Day

Effective calendar year 1999, the three holidays listed above shall be considered "floating holidays" and may be used as personal leave at any time during the calendar year. Requests for such leave must be submitted at least three work days in advance. In bona fide emergency situations, the three-day notification requirement may be waived. If these three days are not used by December 31<sup>st</sup>, they cannot be accumulated nor can they be carried over into the new year. Should the member leave during the year and the three "floating holidays" have not been used, those three days will not be included in the final compensation cash out of used leave, unless the employee is in pay status on the date of the holiday identified above would have occurred.

B. All Presidential and Congressional General Elections shall be observed as holidays. Employees who are eligible and registered to vote may request and shall be granted, if necessary, up to two (2) hours with pay for the purpose of voting in other elections.

C. Holidays which fall on Saturday shall be observed the preceding Friday, and holidays which fall on Sunday shall be observed the following Monday. If a holiday falls on the regular day off of an employee working on a schedule other than Monday through Friday, the employee shall be granted another day off at such time as can be arranged by the Department Head.

D. If an employee is required to work on a holiday listed above, said employee shall receive time and one-half (1½) for all hours worked, in addition to one of the following:

1. Holiday pay for the regularly scheduled number of hours in the employee's work day;
- or
2. A day off with pay no later than the end of the following pay period.

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

F. Employees scheduled to work on a holiday who call in sick shall be charged for a sick leave on that day. Failure to notify their supervisor or his/her designee of illness will result in the loss of pay for that day.

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

H. When a shift employee's scheduled day off falls on a legal holiday, the employee shall be granted in lieu of the holiday, a day off within the same pay period or no later than the following pay period, by properly notifying management or be paid overtime for said holiday.

I. Police Department Employees

1. Whenever unit members working at the Police Department are required to work on a day designated as a holiday, or if the holiday coincides with a regularly scheduled day off, the Employer shall provide a day in lieu thereof within forty-five (45) days of such holiday. This may be forty-five (45) days prior to or subsequent to the holiday involved. Requests for these days shall follow the same procedure as GO 12-90.

2. Effective July 1, 1989, employees assigned to work on the following shall receive one and one-half (1½) pay for all hours worked on:

January 1	New Year's Day
3 <sup>rd</sup> Mon. in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
May 30	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

J. School Calendar Holidays

1. Unit employees employed by City agencies whose holiday schedule coincides with the Baltimore City Public Schools, shall enjoy the following paid holidays in lieu of the present holidays of Lincoln's Birthday and Columbus Day:

- (a) Day after Thanksgiving
- (b) Additional day during Christmas recess

(c) Two (2) days during spring vacation

## **ARTICLE 24: OTHER LEAVE**

### **A. Job Injury Leave**

An employee sustaining an occupational injury or accident which is not the result of his negligence shall be granted full pay and shall not be required to use any sick leave, vacation or personal leave if, upon medical examination and certification by the Employer's physician, it is determined that the injury and/or accident disables the employee. Under this circumstance, the affected employee shall be examined periodically by the Employer's physician to determine the progress and length of time necessary for recovery.

However, in the event that the employee files for Workers' Compensation for the same accident, his pay shall be offset by the difference between the full salary paid under this provision and the temporary total rate paid under the Workers' Compensation Law.

Employees will be eligible for a fixed number of days, 195 workdays per job-related accident or injury which shall be designated as job injury leave days. The days will be used as needed for job-related illnesses or injuries. On the 196<sup>th</sup> day, employees shall receive one-half (1/2) day of job injury leave and shall be deducted one half (1/2) day of accumulated leave for 20 additional days.

At the expiration of the 20 additional days, the employee shall have the option of (a) remaining in pay status by using his accumulated sick, vacation, and personal leave days or (b) filing an application for accident disability leave.

Time lost due to job-related injuries or accidents, which disable an employee for a period in excess of the above-mentioned 215 days, shall be compensated for in accordance with the Workers' Compensation Laws of Maryland only.

### **B. Other Leave**

Administrative leave with pay shall be granted to all officers, stewards, and members for CUB Conferences in the amount of one hundred seventy-five (175) staff-days each year, with a maximum of twelve (12) days for any elected officer and five (5) days for any other employee. Conferences or meetings sponsored by the City in which the Union is asked to participate shall not be charged to this leave.

### **C. Bereavement Leave**

Four (4) consecutive working days' leave with pay shall be granted upon request in the event of a death in an employee's immediate family. Immediate family shall be considered as: father, mother, sister, brother, spouse, domestic partner, children, mother-in-law, father-in-law, grandparents, step and half-blooded relatives and grandchildren.

One (1) days' leave of absence will be authorized for the death of the employee's, aunts and uncles. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death or in conjunction with a memorial or funeral service.

The four (4) days shall commence at the option of the employee on the date of death or the day following the day of death or in conjunction with a memorial or funeral service. In the event that the deceased relative lived in the same household as the employee making the request, the deceased shall 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 or compensatory time.

#### D. Civil Defense Leave

Employees who are accredited volunteers of a Civil Defense Organization may be granted permission by the head of the department, bureau or other municipal agency in which they are 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. Requests 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 employees for the purpose outlined shall not exceed forty (40) hours in any calendar year.

#### E. Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve 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 in 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 member of the organized militia is ordered to active duty in the event of an emergency, he shall be entitled to a 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.

#### F. Civil Leave

Employees who are required to perform jury service in any court (City, Federal or County) or who are required by subpoena to appear in court shall be paid their salary. Employees shall also notify their appropriate supervisor at the time they first receive notice that they may be called to serve as jurors or subpoenaed, and provide their supervisor with a copy of the subpoena or summons. Once released from the subpoena or summons, the employee shall report for work for the remainder of the working day.

#### G. Paid CUB Representative

CUB shall submit to the Labor Commissioner the names and agencies of four employees who shall process grievances and perform other labor relations duties on a full-time basis. Once approved, the four employees shall be compensated by their respective agencies at their regular rate of pay with a maximum of the current rate of Grade 71, Experienced Level.

#### H. President's Leave

The President of CUB shall be granted a leave of absence without pay for the term of his office. Upon the expiration of his term, the President shall be restored to his former City position with full seniority and all other employee rights and benefits. While on this leave of absence, the President shall continue to be covered for all the health and welfare and pension benefits by the City, for which CUB shall reimburse the City.

#### I. Leave Without Pay

1. Upon application in writing, employees 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.

Extension of leaves of this nature shall be mutually agreed upon by the Employer and CUB.

2. Any employee elected or appointed as Officer or Steward of CUB shall, upon application, be granted leave of absence without pay for the term of the election or appointment of their office or any extension thereof. While on this leave of absence, CUB Officers or Stewards shall continue to be covered for all the health and welfare and pension benefits by the City, for which CUB shall reimburse the City. Upon expiration of the term of the election or appointment, an employee on said leave shall be restored to his former City position with full seniority and all other employee rights and benefits. If the former position has been abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process, provided the employee qualifies for the position.

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 Human Resources, 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 Human Resources.

Leaves of absence for educational purposes shall not be granted more than once every three (3) years. The Employer and CUB agree to cooperate in the development of job training, upgrading, apprenticeship and career ladder programs.

4. Parental Leave -- Employees may request any portion of vacation, personal, or compensatory time for the purpose of child rearing as outlined in the respective Leave Articles. In addition, employees may request a leave of absence without pay as set forth below for the purpose of child rearing or adoption.

(a) For an employee whose total leave of absence without pay is ten (10) calendar weeks or less, the employee shall be entitled to return to her/his former position. If the former position is abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process provided the employee qualifies for the position.

(b) For an employee whose total leave of absence without pay is more than 30 days, the employee shall be entitled to invoke Civil Service rules regarding return to work or placement on the reemployment list.

5. 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 but shall not continue to accrue any 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 leave of absence, except for any employee who is on leave of absence without pay for military service.

#### Weather Emergency Leave

In the event of severe weather conditions, an employee may request and shall be granted, at the discretion of the department or agency head, the use of personal, vacation or compensatory leave.

Bureau of Recreation supervisory and operating personnel working within a public school building shall be assigned to other Recreation Centers in accordance with Bureau of Recreation policy, in the event the school building is closed due to severe weather conditions.

If, in accordance with the City inclement weather policy, a delayed opening of City facilities is announced, authorized employees shall be entitled to use accumulated personal leave, vacation or compensatory time in order to arrive at work safely. All employees shall be notified as to whether they are essential or non-essential, in accordance with City policy. The City shall provide the Union with a list of CUB represented essential employees including their names, classifications and work locations.

#### J. Family Leave

Employees may request any combination of vacation, personal leave, compensatory leave or approved unpaid leave to be used for the birth or adoption of a child or for the care of a dependent, in accordance with the rules and regulations set forth in the Administrative Manual.

#### K. Matrimony Leave

Employees shall be granted an unpaid leave of absence not to exceed ten (10) working days for the purpose of marriage. Said matrimony leave may be with pay at the option of the employee by using vacation leave, personal leave or compensatory time.



L. Graduation Leave

Leave of absence for attendance at senior high school or college graduation exercises shall be granted an employee as follows:

1. A one (1) day leave of absence with pay to attend his own graduation.
2. A one (1) day leave of absence with pay to attend the graduation exercise of a spouse or child so long as the graduation exercises are to take place during the employee's scheduled working hours.
3. If approved, all other graduation leave shall be without pay; provided that such leave may be charged to personal or vacation leave with pay if the employee so elects.

**ARTICLE 25: SENIORITY**

A. The Employer and CUB recognize the principle of seniority as a factor in promotion, lay-off, 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 provisions of applicable law.

B. In determining seniority as a factor for promotion or transfer, the length of service in the particular division shall be considered rather than length of service in the bureau or department.

C. It is the intention of the parties that if the Employer is compelled to lay-off permanent employees on a departmental, bureau or division basis, the sole criterion of inverse order of their original appointments to City service based on continuous years of employment shall be followed to the extent allowed by applicable law; provided, however, that nothing in this Paragraph C shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law.

The Department of Human Resources shall maintain in accordance with its rules and regulations and by appropriate classifications, reemployment lists containing the names of employees laid off in accordance with the above provision.

Within the capability of the computer system, vacancy lists will be made available to CUB showing CUB positions. Lists shall be available every two (2) months or as soon thereafter as possible. Agency organizational lists, upon development, will also be made available to CUB.

D. Before an employee's effective lay-off is scheduled, he shall be entitled to convert to cash payment accumulated vacation or personal leave. In either event, sick leave for the then current sick leave year shall be converted to cash payment on a four (4) to one (1) basis as herein provided at the time of employment termination.

## **ARTICLE 26: OUT-OF-TITLE WORK**

In accordance with the rules and regulations set forth in the Administrative Manual, except as modified herein, whenever an employee is assigned to perform the duties and responsibilities of a higher classification, he shall be paid the higher rate for such services from the first working day.

## **ARTICLE 27: PERFORMANCE RATING**

The Employer agrees to submit to CUB for its input, if any, any proposed changes in the Performance Evaluation System one (1) month prior to submission to the Department of Human Resources.

## **ARTICLE 28: EXAMINATION OF EMPLOYEE'S PERSONNEL FILE**

Official employee files shall be maintained in accordance with the following procedure:

A. There shall be only one (1) official personnel file for any employee. This file shall be kept in the personnel office of the appropriate agency.

B. By appointment with the appropriate authorized person, the employee, his CUB representative or other authorized representative, with his identification, shall be permitted to examine the employee's personnel file. The employee shall indicate in writing, to be placed in his file, that he has examined said file.

C. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he has examined said file and the reason for said examination.

D. Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performance, or contribution of an academic, professional, or civic nature.

E. Confidential inquiries and replies or any such material received from outside sources which are included in the employee's file shall be expunged from said file upon the completion of the employee's probationary period of employment.

F. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. Any employee will not be required to affix his signature on any material that is to be inserted in the file subject to the provisions herein below discussed.

G. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

## **ARTICLE 29: UNIFORM AND CLOTHING**

The Employer shall continue to provide work uniforms in those areas in which it currently provides such uniforms. The Employer shall provide safety equipment to employees as is required by the appropriate occupational safety agency. The Employer will also provide uniforms for guards employed by the Bureau of General Services, Department of Public Works. Safety items must be worn at all times when they are required by the agencies.

## **ARTICLE 30: TRANSPORTATION EXPENSE**

### **A. Travel Allowance**

The Employer shall provide employees with a travel allowance in accordance with the business standard mileage rate as prescribed by the Internal Revenue Service (IRS). Employees shall also be reimbursed for the use of any parking facility expenditure they incur as part of their work assignment as authorized by the Employer.

### **B. Portal-to-Portal Pay**

Reimbursement for additional transportation expense of ten (10) cents shall be provided to employees who are required to travel from the City to the county where the Employer's place of business may be located; affected employees shall be given another ten (10) cents for return to the City. However, for employees of the Back River Waste Water Treatment Plant living either within or outside the City limits and traveling to and from the plant located in Baltimore County, a portal-to-portal travel expense of twenty (20) cents per day shall be paid.

## **ARTICLE 31: PROMOTIONAL, EMPLOYMENT OPPORTUNITY, AND JOB TRANSFER LISTS**

### **A.**

1. CUB shall receive notice prior to the expiration of Department of Human Resources' lists at the time such notice is sent to department heads.

2. All job announcements shall designate whether the job announced is competitive or non-competitive and such designation shall not be changed.

B. Examination and recruitment lists shall be publicly and conspicuously posted at the offices of the Department of Human Resources and at conspicuous locations in all other City buildings.

## **ARTICLE 32: LEAVE FOR DEPARTMENT OF HUMAN RESOURCES EXAMINATIONS**

A. An employee shall be granted, upon request, administrative leave for the time necessary to take any departmental promotional Department of Human Resources exam for which he is eligible.

B. A shift employee wishing to take an examination that is administered by the Department of Human Resources, shall, in filing an application for such an examination, clearly state therein his present work schedule. The Department of Human Resources shall thereupon schedule the examination at a time which does not interfere with the employee's assigned shift and, in any event, the affected employee shall not be required to work within the sixteen (16) hour period immediately preceding the time set for the examination.

C. In any case where an employee is required to work overtime or in an emergency capacity on the day immediately preceding an examination or in any case where an employee is required to work during the sixteen (16) hour period immediately preceding the examination, then, and in that event, the Department of Human Resources shall reschedule said examination for a subsequent time and date which does not conflict with the provisions stated above.

## **ARTICLE 33: SAFETY AND HEALTH**

A. The Employer and CUB shall cooperate in the enforcement of safety rules. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, 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 shall be processed pursuant to the Grievance Procedure.

B. The Employer shall, where applicable, provide its employees with adequate safety equipment. The Employer and CUB shall establish, where appropriate, joint Committees to review safety standards, accident-related causes and safe place-to-work grievances. The Employer shall establish first-aid stations at work areas designated by the Director of Safety. Moreover, the Employer shall cooperate with the Red Cross to provide First Aid training courses to all interested employees at areas designated by the Director of Safety.

C. The Employer agrees to provide dispatchers with orientation and training in radio procedures.

### **D. Video Display Terminal (VDT) Safety Rules**

1. The Employer and the Union recognize that the use of technologically advanced office equipment can increase the productivity and efficiency of City operations. To address issues of health and safety concerns which may be created by the use of video display terminals (VDTs), the Employer agrees to provide the following for all employees whose primary job responsibility is to work on VDTs for six (6) or more hours per day:

(a) Annual eye examinations to be provided by the Office of Occupational Medicine and Safety.

(b) After one (1) hour of continuous work on a VDT an employee shall be entitled to a rest break or rotation to other work activities not using a VDT, for a period of fifteen (15) minutes.

2. To address other health and safety concerns associated with prolonged exposure to VDTs, a joint Committee of five (5) Union and five (5) Employer representatives shall continue to meet at the request of either party.

### **ARTICLE 34: EMPLOYEE ASSISTANCE SERVICES**

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 by telephone or personal visit. Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Program 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 Counselor.

### **ARTICLE 35: TUITION REIMBURSEMENT**

The Employer shall establish a Tuition Reimbursement Program to be administered by the Department of Human Resources. Upon approval by the Department of Human Resources, employees shall be granted benefits under this Section and shall be reimbursed, providing the employee meets all qualifications as listed in the Administrative Manual, for up to 50% of the tuition cost of a maximum of ten (10) credits per semester, consisting of not more than four (4) courses, for job-related courses or those leading to a job-related degree. Affected employees shall be further reimbursed for laboratory and administrative fees not to exceed thirty dollars (\$30.00) per semester.

All personnel requiring a special license to maintain a position, shall be reimbursed for renewal fees, other than motor vehicle operating licenses, by the Employer.

## **ARTICLE 36: VISITATION**

A. An officer or accredited representative of CUB shall, upon reasonable request by CUB, be admitted to the property of the Employer during working hours and shall be granted reasonable time for the purpose of discussing or assisting in the adjustment of grievances under Article 8 of this Agreement. Each CUB representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a designated CUB representative shall be allowed to:

1. Post official CUB notices
2. Transmit communications authorized by CUB or its officers to the Employer or his representative.

B. If any Steward or CUB official charges harassment in the performance of his duties as a representative, the matter shall be resolved between the Labor Commissioner's Office and CUB immediately.

## **ARTICLE 37: BULLETIN BOARDS**

The Employer agrees to provide reasonable bulletin board space (e.g., lobby, break-room, etc.) labeled with CUB's name where notice of official CUB matters may be posted by CUB.

## **ARTICLE 38: NO STRIKE OR LOCKOUT**

A. CUB and its members, individually or collectively, agree that there shall be no strikes, slow-ups, stoppage of work and the City agrees that there shall be no lockout.

B. In the event of an unauthorized strike, slow-up or stoppage, the Employer agrees that there shall be no liability on the part of CUB; provided CUB 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 CUB 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.

## **ARTICLE 39: SUBCONTRACTING**

During the term of this Agreement, except in case of emergency, the Employer agrees to give 45 days' notice and to discuss with CUB, prior to actual implementation, any plan to contract work ordinarily assigned to or performed by CUB-represented employees which would result in a layoff or demotion.

The parties agree that concerns relating to subcontracting are appropriate topics for the departmental labor-management committees.

#### **ARTICLE 40: TECHNOLOGICAL CHANGES**

The Employer and CUB recognize that advances in technology lead to changes in the work environment. The Employer and CUB also recognize that the retention of experienced employees is essential to efficient City operations. The Employer and CUB will cooperate in providing transitional assistance to those employees affected by technological changes. The Employer shall make every effort to find a position for which the affected employee is qualified within City employment.

#### **ARTICLE 41: LABOR-MANAGEMENT MEETINGS**

The Employer and CUB agree to the establishment of Labor-Management meetings to discuss concerns of both parties and to foster improved communication between the Employer and members of the bargaining unit. The parties shall meet at least once a month, unless both parties agree to waive the meeting. The parties may agree to meet in the interim between regularly scheduled meetings. Labor-Management meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the collective bargaining agreement, nor shall grievances or appeals be discussed at these meetings. Labor-Management Committees shall be composed of no more than five (5) Union representatives and five (5) management representatives. The Union representatives shall be granted paid release time to attend Labor-Management meetings.

At least five (5) working days prior to the agreed meeting date, each party shall provide the other with an agenda. This requirement may be waived by mutual agreement.

#### **ARTICLE 42: LATENESS**

The Employer and CUB recognize the issue of lateness as a concern of both management and employees. The Employer and CUB agree to establish a joint labor-management committee consisting of no more than seven (7) Union representatives and no more than seven (7) management representatives appointed by each party for the purpose of examining the lateness problem and developing a lateness policy. This Committee shall convene its first meeting no later than November, 2000 and submit its final report to the Labor Commissioner and the President of CUB no later than December, 2001.

#### **ARTICLE 43: PRINTING OF THE MEMORANDUM**

The Employer and CUB agree to share the cost of printing of the Memorandum of Understanding on a prorated basis, each paying for the number of copies it orders. The printing shall be done by CUB.

## **ARTICLE 44: MISCELLANEOUS PROVISIONS**

A. The City shall print and furnish to employees a Department of Human Resources handbook with highlights from Civil Service Rules giving the rights and benefits of employees.

B. The Employer will amend written work rules and policies and take such other action as may be necessary to give full force and effect to the provisions of the Memorandum of Understanding. If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. Any substitute action shall be subject to appropriate consultation with the Union.

## **ARTICLE 45: TERMINATION, MODIFICATION OR AMENDMENT**

This Memorandum of Understanding shall become effective on July 1, 2003, and remain in full force and effect until June 30, 2005 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give 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 certified mail no later than January 1 of the year involved.

This Memorandum of Understanding may be reopened by either party hereto for the sole purpose of studying the reports of the joint labor-management committees provided for in this Memorandum, in order to negotiate and/or prepare recommended amendments to the appropriate Ordinances as may be mutually agreed to by both parties.



This Memorandum of Understanding is signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2003, in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL OF BALTIMORE:**

\_\_\_\_\_  
Sean R. Malone

\_\_\_\_\_  
Yvonne R. Carter

\_\_\_\_\_  
Deborah F. Moore-Carter

\_\_\_\_\_  
Momoh A. Conteh

\_\_\_\_\_  
Kimberly Allen

\_\_\_\_\_  
Carla Walton

\_\_\_\_\_  
Linda Brooks

**CITY UNION OF BALTIMORE:**

\_\_\_\_\_  
James Carroll

\_\_\_\_\_  
John Davis-El

\_\_\_\_\_  
Lorretta Johnson

\_\_\_\_\_  
LaVerne Foster

\_\_\_\_\_  
Ronald Adcock

\_\_\_\_\_  
Thaddeus Goode

\_\_\_\_\_  
James Anthony

\_\_\_\_\_  
Clara Hamilton

\_\_\_\_\_  
Brenda Clayburn

\_\_\_\_\_  
Donald Morris

\_\_\_\_\_  
Robert Cotton

\_\_\_\_\_  
Kenneth McNair

Page 39 of the Memorandum of Understanding (FY 2004-2005) by and between the City of Baltimore and the City Union of Baltimore.

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Ruth Pajouhandeh

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Tammy Vines

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Joyce Penny

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Donn Waddy

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Delores Powell

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Gertrude Watts-Downs

---

Yvonne Rice

---

James Williams

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Maurice Robinson

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NOTED BY THE BOARD OF ESTIMATES:

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

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Deborah K. St. Lawrence  
Associate Solicitor

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Clerk

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Date

## ADDENDUM A: HEALTH AND WELFARE BENEFITS

Employees covered by this Memorandum are eligible for the following benefits under the Blue Cross/Blue Shield Preferred Provider Network (PPN), Traditional Plan (if eligible) or under one of the HMOs offered by the Employer. The benefits under the aforementioned plans are set forth in the Summary Plan Descriptions for those plans.

For information purposes, the parties have set forth below various benefits provided under the Blue Cross/Blue Shield Plans including certain benefits which have been agreed upon during the negotiations for this Memorandum.

### A. PPN Plan

1. Major Medical – 80% Employer coverage, after \$200 deductible.  
Private-Duty Nursing  
Medical Supplies  
Ambulance Services  
Whole Blood  
Orthopedic and Prosthetic Devices
2. Hospital inpatient medical days                      365 days at 100%
3. Routine physicals    100% of allowed benefit  
(one every three years)                                      \$10 per office visit
4. Routine OB/GYN Exam                                      100% of allowed benefit  
(one per year)    \$15 per office visit
5. Office Medical Visit    \$10 per office visit
6. Specialist office visit    \$15 per office visit
7. Well Child care through age 6                              \$10 per office visit  
Included immunizations and vaccines
8. One annual physical ages 7-12                              \$75 maximum  
\$10 per office visit
9. Out-of-Network Care    70% coverage after deductible
10. In-vitro fertilization    Limit of \$12,000

- |     |   |  |
|-----|---|--|
| 11. | Physical, speech and occupational Therapy (Out-patient office)<br>Pre-authorization required after 10 <sup>th</sup> visit | 100 combined visits per year               |
| 12. | Emergency room charges due to Medical Emergency   | 100% of allowed benefits<br>\$25 per visit |
| 13. | Diabetic medical supplies   | 100% of allowed benefits                   |
| 14. | Diagnostic test, x-rays, laboratory tests   | 100% of allowed benefits                   |

B. Traditional Plan

1. See summary plan description

C. Prescription Drug Program

1. The parties shall continue to administer a generic prescription drug program. Employees and their dependents shall as a general rule be expected to have prescriptions filled with generic equivalents when proprietary drugs are ordered. However, if medically necessary, an employee or dependent may apply for permission to purchase a proprietary drug by name even though a generic equivalent may be available on the market. If an employee or dependent secures prior permission to purchase a proprietary drug in lieu of a generic drug, the employee shall be subject only to a co-pay at the rate of a generic drug. In order to qualify for permission, the employee must first submit satisfactory written medical documentation for review to the Employee Benefits Division of the Department of Human Resources. After impartial review by a qualified health care professional, Employee Benefits Division shall either grant, deny or ask for additional information about the application. Employees or beneficiaries who are approved shall be expected to purchase the approved proprietary drug from a participating pharmacist, and to initially pay the cost of the drug out-of-pocket. All covered out-of-pocket expenses shall thereafter be reimbursed by the City.
  
2. The Employer shall continue the Prescription Drug Plan in effect as of the date of this Memorandum with the following co-pays:
  - (a) The co-pays set by the Employer effective January 1, 2004, for a thirty (30) day retail prescription shall be three-tiered, that is, in three different classifications: \$10.00 for a generic drug: \$20.00 for a preferred brand name drug: and \$30.00 for a non-preferred brand drug. The co-pays set by the Employer effective January 1, 2004 for a ninety (90) day mail order prescription shall be three-tiered, that is, in three different classifications: \$15.00 for a generic drug: \$25.00 for a preferred brand drug: and \$35.00 for a non-preferred drug.

(b) On or before October 1, 2003, the employer shall provide to the Union a schedule of the drugs classified as generic, brand name and non-preferred. The Employer shall not be arbitrary in its assignment of a drug to one co-pay classification as opposed to another.

## ADDENDUM B: SALARY SCHEDULE

Effective 07/01/2002

<u>Medical Office Assistants</u>					
Full					
Grade	Hiring Level	Performance Level	Experienced Level	Senior Level	Levels 1-5
50	18,485	18,954	21,038	21,375	534
52	22,841	23,890	27,169	27,622	691
<u>Crossing Guards</u>					
60	7,056	7,148	7,604	7,721	193
<u>C.U.B. Full Time</u>					
61	17,168	17,443	18,715	19,012	475
62	17,362	17,641	18,942	19,239	481
63	17,563	17,856	19,171	19,476	487
64	11,777	18,070	19,406	19,712	493
65	17,989	18,297	19,666	19,976	499
66	18,212	18,522	19,925	20,240	506
67	18,439	18,770	20,203	20,523	513
68	18,684	19,020	20,495	20,822	521
69	48,936	19,289	20,807	21,139	528
70	19,202	19,571	21,142	21,478	537
71	19,483	19,871	21,505	21,849	546
72	19,780	20,190	21,913	22,261	557
73	20,100	20,524	22,345	22,702	568
74	20,432	20,885	22,820	23,183	580
75	20,791	21,278	23,340	23,715	593
76	21,182	21,725	23,814	24,196	605
77	21,625	22,225	24,483	24,875	622
78	22,126	22,690	25,200	25,606	640
79	22,588	23,359	26,039	26,473	662
80	23,252	24,076	27,008	27,457	686
81	23,967	24,897	28,037	26,504	713
82	24,781	25,784	28,940	29,421	736
83	25,665	26,766	30,134	30,636	766
84	26,638	27,620	31,385	31,907	798
85	27,492	28,756	32,704	33,247	831
86	28,619	29,948	34,074	34,643	866
87	29,805	31,199	35,559	36,152	904
88	31,049	32,505	37,120	37,743	944
89	32,350	33,916	38,759	39,406	985
90	33,753	35,400	40,475	41,153	1,029
91	35,232	36,957	42,287	42,995	1,075
92	36,781	38,587	44,181	44,919	1,123
93	38,403	40,309	46,179	46,953	1,174
94	40,119	42,108	46,266	49,074	1,227
95	41,906	44,004	50,396	51,241	1,281
96	43,794	45,976	52,704	53,550	1,340
97	45,759	48,045	55,087	56,012	1,400
98	47,816	50,204	57,588	58,556	1,484
99	49,965	52,473	60,202	61,215	1,530

## ADDENDUM B: SALARY SCHEDULE

Effective 07/01/2002

<u>Medical Office Assistants</u>					
Full					
Grade	Hiring Level	Performance Level	Experienced Level	Senior Level	Levels 1-5
50	18,485	18,954	21,038	21,375	534
52	22,841	23,890	27,169	27,622	691
<u>Crossing Guards</u>					
60	7,056	7,148	7,604	7,721	193
<u>C.U.B. Full Time</u>					
61	17,168	17,443	18,715	19,012	475
62	17,362	17,641	18,942	19,239	481
63	17,563	17,856	19,171	19,476	487
64	11,777	18,070	19,406	19,712	493
65	17,989	18,297	19,666	19,976	499
66	18,212	18,522	19,925	20,240	506
67	18,439	18,770	20,203	20,523	513
68	18,684	19,020	20,495	20,822	521
69	48,936	19,289	20,807	21,139	528
70	19,202	19,571	21,142	21,478	537
71	19,483	19,871	21,505	21,849	546
72	19,780	20,190	21,913	22,261	557
73	20,100	20,524	22,345	22,702	568
74	20,432	20,885	22,820	23,183	580
75	20,791	21,278	23,340	23,715	593
76	21,182	21,725	23,814	24,196	605
77	21,625	22,225	24,483	24,875	622
78	22,126	22,690	25,200	25,606	640
79	22,588	23,359	26,039	26,473	662
80	23,252	24,076	27,008	27,457	686
81	23,967	24,897	28,037	26,504	713
82	24,781	25,784	28,940	29,421	736
83	25,665	26,766	30,134	30,636	766
84	26,638	27,620	31,385	31,907	798
85	27,492	28,756	32,704	33,247	831
86	28,619	29,948	34,074	34,643	866
87	29,805	31,199	35,559	36,152	904
88	31,049	32,505	37,120	37,743	944
89	32,350	33,916	38,759	39,406	985
90	33,753	35,400	40,475	41,153	1,029
91	35,232	36,957	42,287	42,995	1,075
92	36,781	38,587	44,181	44,919	1,123
93	38,403	40,309	46,179	46,953	1,174
94	40,119	42,108	46,266	49,074	1,227
95	41,906	44,004	50,396	51,241	1,281
96	43,794	45,976	52,704	53,550	1,340
97	45,759	48,045	55,087	56,012	1,400
98	47,816	50,204	57,588	58,556	1,484
99	49,965	52,473	60,202	61,215	1,530

**ADDENDUM C: AUTHORIZATION FOR DEDUCTION OF VOLUNTARY POLITICAL EDUCATION CONTRIBUTIONS**

"I hereby authorize the City of Baltimore to deduct from my salary the bi-weekly sum of \$\_\_\_\_\_ and to forward that amount to the City Union of Baltimore Committee on Political Education. This authorization is signed freely and voluntarily and not out of any fear of reprisal, and with the understanding that the City of Baltimore Committee on Political Education is engaged in joint fund-raising efforts with the AFT and the AFL-CIO. This voluntary authorization shall remain in effect unless revoked by me at any time by notifying the City of Baltimore Commissioner of Labor in writing of my desire to do so."

(Signed)\_\_\_\_\_ (NAME)

\_\_\_\_\_ (ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_ (WORK LOCATION)

NOTE: Contributions for the Committee on Political Education to C.U.B. are not deductible as charitable contributions for federal income tax purposes.



**ADDENDUM D: ADULT EVALUATION AND REVIEW SERVICES  
(AERS)**

James A. Carroll, President  
City Union of Baltimore  
Local 800 AFT, AFL-CIO  
22 East 25th Street  
Baltimore, Maryland 21218

October 21, 2003

***Re: ADULT EVALUATION AND REVIEW SERVICES (AERS)***

Dear Mr. Carroll:

Notwithstanding the provisions of the Memorandum of Understanding (FY 2004-2005), between the City of Baltimore (City) and the City Union of Baltimore (CUB) this Side Letter is executed to document the understanding and accord between the parties (City and Union) with respect to Social Workers and their participation in the Adult Evaluation and Review Services (hereinafter referred to as AERS) program. It is understood that this Side Letter shall apply solely to Social Workers with regard to the AERS program, and shall not be construed as precedent setting nor be applied to other classifications, within the bargaining unit or to other Health Department programs.

Accordingly, it is hereby agreed that the following understandings have been reached:

1. For any week that a Social Worker has the on call assignment, the employee shall receive fifteen (15) hours of compensatory time at the straight time rate.
2. If an on call assignment occurs during a week that an official City holiday is observed, the employee shall receive twenty (20) hours of compensatory at the straight time rate.
3. The Baltimore City Health Department shall furnish digital pagers with a range sufficient to accommodate participants.

4. Bi-annually, the Employer shall meet with the Union to evaluate the workload. The Employer and the Union shall work together to resolve any problems with GES.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Sean R. Malone, Interim  
Labor Commissioner

*SRM/DFMC/lw/CUB FY 2004-05.doc*

Accepted For the City Union Of Baltimore:

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James A. Carroll, President

cc: Peter Beilenson, MD, MPH  
Hakim Farrakhan, MA  
Deborah F. Moore-Carter  
Francine Childs  
Kimberly Allen  
Lorretta Johnson

## **ADDENDUM E: POLICE DEPARTMENT COMMITTEE**

James A. Carroll, President  
City Union of Baltimore, Local 800  
22 East 25th Street  
Baltimore, Maryland 21218

October 21, 2003

***Re: Joint Labor Management Committee, Police Department***

Dear Mr. Carroll:

The following provision reflects the agreement between the City of Baltimore and the City Union of Baltimore (CUB).

A joint labor-management committee shall be established with equal representation of the command staff of the Police Department and the City Union of Baltimore (CUB). The Police Commissioner shall convene the committee within 10 days of the noted Memorandum of Understanding by the Board of Estimates. The committee shall review the discipline policies of the Department and their effect on employees represented by CUB. The Committee shall make recommendations for changes in the disciplinary policies to the Police Commissioner and Labor Commissioner within 90 workdays after the Committee has been convened. Approved recommendations will be implemented immediately and will be updated in the disciplinary policies. After the recommendations are completed, the committee will review the appropriate contract or policy manual to determine where to house the revised policy.

Sincerely,

Sean R. Malone, Interim  
Labor Commissioner

SRM/DFMC/lw/CUB FY 2004-05.doc

ACCEPTED FOR THE CITY UNION OF BALTIMORE:

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James A. Carroll, President

cc: Kevin P. Clark                      Kenneth L. Blackwell  
Deborah F. Moore                      Franklin O. Stanford  
Lorretta Johnson

**ADDENDUM F: MEMBERSHIP DUES DEDUCTIONS -- PRINTOUT**

October 21, 2003

James A. Carroll, President  
City Union of Baltimore  
22 E. 25th Street  
Baltimore, Maryland 21218

Dear Mr. Carroll:

The City agrees to schedule a meeting with the City Union of Baltimore and representatives of the Department of Finance to discuss membership dues deductions, printouts and reports.

The parties, in good faith, will meet to reach a joint understanding by December 1, 2003 on procedures and forms by which CUB will receive membership dues deductions and agency fee printouts and reports.

Sincerely,

Sean R. Malone, Interim  
Labor Commissioner

Accepted for the City Union of Baltimore:

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James A. Carroll, President

SRM/DFMC/lw/CUB FY 2004-05.doc

cc: Deborah F. Moore  
Barbara Dent  
James Culp  
Lorretta Johnson

**ADDENDUM G: JOB INJURY LEAVE**

February 3, 2004

James A. Carroll, President  
City Union of Baltimore  
22 E. 25th Street  
Baltimore, Maryland 21218

*Re: Job Injury Leave Interpretation*

Within 30 days of the notation of this Memorandum of Understanding by the Board of Estimates, a joint labor management committee will be convened with equal representation from the Employer and the Union. The committee shall review the current policy on job injury leave payroll procedures whereby employees while on such leave net more take home pay. The committee shall be charged with finding ways to eliminate, if feasible, this pay practice. If it feasible to change the current payroll practice without violation of current contract then, recommendations for change will be made to the Labor Commissioner and the Director of Finance by February 1, 2004.

Sincerely,

Sean R. Malone, Interim  
Labor Commissioner

SRM/DFMC/Iw/CUB FY 2004-05.doc

cc: Peggy J. Watson  
Elliott Wheelan  
Deborah F. Moore-Carter  
Barbara Dent  
Lorretta Johnson