

MEMORANDUM of UNDERSTANDING

FISCAL YEARS 2024 - 2025

between

THE CITY OF BALTIMORE

and



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

AFL-CIO, COUNCIL 3 and LOCAL 2202

***HUMAN SERVICE WORKERS
ENERGY PROGRAM TECHNICIANS***

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**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 3**

and

LOCAL 2202

This Memorandum of Understanding entered into as of the 1st day of July **2023** between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council No. 3 and Local No. 2202 ("Union"). To the extent that implementation of these points requires action by the Board of Estimates ("Board") and/or the City Council, this Memorandum will serve a request and recommendation to such bodies that it be so implemented.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES & PURPOSE

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore. In order to render the most efficient public service to the citizens of the City, the Union and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Memorandum of Understanding.

ARTICLE 2: RECOGNITION

A. Exclusive Agent

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

B. Unit Information Provided

The Employer agrees to furnish a report* to Union on a monthly basis and electronically containing the following information for positions within the Union's jurisdiction:

- a. Name
- b. Service date (date of hire)
- c. Employee unique identifier number
- d. Job profile (position classification)
- e. Department
- f. Pay rate
- g. Longevity step (if applicable)
- h. Work site where the employee receives mail
- i. Work telephone number
- j. Work email address
- k. Home address
- l. Home/cell phone number
- m. Source of funding (if available)
- n. Union membership
- o. Dues deduction status
- p. Deduction for AFSCME People (in lump sum)
- q. Terminations
- r. Promotions out of the bargaining unit
- s. race
- t. gender

*The information may be provided in separate reports.

The Union understands that the City does not make any representation concerning the accuracy of Employee personal information provided by the Employees. The Union agrees that it will only use the information provided by the City to execute this MOU, and the Union shall be exclusively responsible for the protection and security of the information provided by the City. To the full extent permitted by law, the Union shall indemnify and save the City harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the City and/or for any improper disclosure for the purpose of complying with the provisions of this Section.

C. Classification Change Notification

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

ARTICLE 3: CHECK OFF

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

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

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section; and

the Union assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the City to the Union.

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

ARTICLE 4: DISCRIMINATION

A. Equal Application

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

B. Rights Guaranteed

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

C. Americans with Disabilities Act (ADA)

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

ARTICLE 5: MANAGEMENT RIGHTS

The Employer shall have all of the rights set forth in Article 12, Section 3-2, of the Baltimore City Code, supra, which is incorporated herein by reference.

ARTICLE 6: GRIEVANCE & ARBITRATION PROCEDURE

A. Grievance Defined

Subject to any limitations of existing law, any grievance, defined in the Municipal Labor Relations Ordinance (Section 1-1 [g]) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner.

Step 1:

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

Step 2:

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or his designee and the aggrieved employee within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within ten (10) calendar days.

Step 3:

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Department Head or management representative designated by him and the Labor Commissioner meet with the Union Steward, the President of the Local Union, a council representative and the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing on the said form within fifteen (15) working days thereafter.

Step 4:

(a) If the grievance has not been satisfactorily resolved in Step 3, a review by an impartial arbitrator may be requested within twenty-one (21) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner. If the grievance has not been satisfactorily resolved within twenty-one (21) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Thereafter, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

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

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

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

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

B. Time limits

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

C. Untimely Responses

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step at any time after the time for an answer has expired, even though an answer has not been issued.

D. Cost of Arbitration

The cost of any arbitration proceedings under this Agreement, including per diem expenses of the arbitrator, if any, and actual and necessary travel and subsistence expenses, shall be equally divided between the Employer and the Union.

E. Computing of Time Limits

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

F. Discharge & Suspension Grievances

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

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

3. Any employee who is suspended for three or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline. The Union may advance the employee's

grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2010), Article 12, Section 3-2(3)(i), the discipline was for just cause, and, if not, what shall be the remedy.

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

ARTICLE 7: BARGAINING UNIT INTEGRITY

A. On a quarterly basis, the Employer shall prepare a written report (the “Quarterly Report”) which shall be delivered by the Employer to the Union within thirty (30) days of the end of each calendar quarter.

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

B. The Employer shall meet with the Union after a reasonable period of time following delivery of the Quarterly Report, but not more than thirty (30) days after such delivery, every two months to discuss the Employer’s efforts to fill those positions identified as vacant or unfilled. This meeting shall include all AFSCME locals.

C. If, during FY 2022 – FY 2023, the City is considering entering into a contract under which employees of that contractor will directly replace unit employees who, during one of these Fiscal Years, has been previously laid off, or such contract will result in the subsequent layoff of unit employees because the work will be performed by one of the contractor’s employees, the City agrees to give the Union sixty (60) days advance notice of such contracting and to discuss the impact of such contract, all alternatives to contracting out of this work or laying off employees, including but not limited to employment of unit employees in the same or similar classifications doing similar work or in other classifications for which they are qualified.

D. The City will provide the Union with access to electronic copies of all RFPs. If the Union determines that an RFP impacts bargaining unit members, upon request, the City shall discuss with the Union possible alternatives to privatization, the projected savings to result from privatization and alternatives for bargaining unit members who will be adversely affected by the proposed initiative.

ARTICLE 8: UNION STEWARDS & UNION REPRESENTATION

A. Union Representation

The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties and, where provided for in this Agreement, with the Union President and/or Council Representative in all grievances filed under this Agreement.

B. Steward Listing Provided

A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. Number of Stewards and Alternates

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

D. Grievance Process & Investigation

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

E. Local President – Union Business Leave

The President of the Union shall, when the need arises, be granted up to twelve (12) hours per week for the purpose of conducting Union business. If the President is unable to attend, the Vice President shall be allowed to attend on the President's behalf.

The processing or attending of union grievances shall not be deducted from this leave.

All leave requests must be submitted and approved in advance. Requests may be denied for operational needs.

ARTICLE 9: SENIORITY

A. Application

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

B. Layoffs

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

(a) Classification seniority within the division shall be given, provided the employee's productivity is satisfactory.

(b) However, as to executive, administrative, technical or professional employees, the current Civil Service Rule #52 shall apply.

(c) An employee who has been identified for layoff shall be able to displace a less senior employee in a lower classification in a job series within the same layoff unit, provided he is qualified and able to perform the duties of the job.

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

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

C. Entitlement Prior to Layoff

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

1. to convert to cash, whichever is greater, his/her legacy vacation or current vacation (up to a maximum of 45 days) and legacy personal leave.

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

D. Seniority for Promotional Opportunities

The Mayor's Office of Children and Family Success ("MOCFS") will evaluate all current employees for promotional opportunities provided that the employee follows the Civil Service recruitment process. In determining eligibility for promotion, factors shall include, but are not limited to, seniority, work record and the length of service in the particular division. In accordance with the guidelines set forth by the Department of Human Resources, candidates for Civil Service positions will be interviewed by a panel.

Local 2202 may designate one (1) member of the Union of equal rank to the position being filled to attend the panel interviews as an observer but shall have no speaking role. The Union Representative will not serve on the panel or participate in the questioning of the candidates for promotion. The Union Representative shall be given the opportunity to offer his/her feedback to the panel members prior to their deliberation. After the Union Representative has offered his/her feedback, he/she will leave the interview room prior to the panel's deliberation. The Union Representative shall also be required to sign a confidentiality agreement prior to attending the interview, agreeing to keep all information disclosed during the interview(s) confidential, unless it is required to be disclosed by law or required to be disclosed for official City business. Should the member violate the confidentiality agreement, he/she will be subject to disciplinary action.

The conditions upon which the union member participates during the interviews are subjects for renegotiation at the expiration of the current MOU.

E. Reduction-in-Force

In case of a reduction-in-force, an employee with twenty (20) years or more of continuous City service may volunteer to be laid-off. The employee must send a written request to the agency head asking that he be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

F. Department of Human Resources Mailing List

Vacancies occurring within the Bargaining Unit shall be posted on the Department of Human Resources (DHR) website. The Union will encourage employees to notify MOCFS of their interest in other classified service positions for which they qualify. The MOCFS will make good faith efforts to send notice to the Union President when requests for postings are made to the City's Central DHR.

ARTICLE 10: HOLIDAYS

A. Holidays Listed

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

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

B. Congressional Election Day

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

C. Voting Time

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

D. Holidays Falling on Weekends

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

E. Holidays & Sick Leave

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

F. Holiday Pay Eligibility

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

G. Rates for Holidays Worked

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

ARTICLE 11: VACATION LEAVE

A. Accrual

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

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

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

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

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

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

B. Vacation Requests

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

C. Vacation Pay

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

D. Holidays Within Scheduled Vacation Periods

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

E. Early Closings & Vacations

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

F. Vacation Leave Units

An employee may use vacation leave in no less than thirty (30) minute increments.

G. Accrual While in Pay Status

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

H. Prior Service Recognized

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

I. Prior Service Recognition: Exception

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

J. Vacation Carried on Transfers

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

K. Vacation and Military Leave

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

L. Bonus Vacation Provision

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

M. Vacation Leave Pay-out Upon Separation

Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation, personal leave, overtime or bonus pay, except in the case of bona fide indebtedness to the Employer. The cutoff ticket must contain, therefore, a record of all leave due the employee upon his separation.

N. Vacation Accrual: Part-time Permanent

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

1. Part-time permanent employees with less than six (6) years completed continuous service shall be credited with one (1) day vacation leave when they have worked a total of one hundred sixty (160) hours.

2. Part-time permanent employees with six (6) but less than eleven (11) years of completed continuous service shall earn vacation leave of one and one-quarter ($1\frac{1}{4}$) working days for each one hundred sixty (160) hours worked.

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

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

5. Part-time permanent employees with more than nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

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

O. Probationary Employees

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

P. Leave Reform

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

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

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

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

ARTICLE 12: SICK LEAVE

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

- B. See Addendum C.
- 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 October and extends through the last payroll period in October of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for converted sick leave shall be made no later than December 24 each year.
- E. Employees who resign or terminate employment after June 1 of any year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year.
- F. In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, shall be entitled to a bonus of one (1) day's pay for each four (4) days of accumulated sick leave at the time of their retirement and/or termination from City service.
- G. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.
- H. An employee may use sick leave in no less than thirty (30) minute increments.
- I. Employees shall notify their supervisor prior to the start of the employee's work shift on the first day of absence due to illness, and at such intervals as specified by the supervisor for the duration of such absence.
- J. All use of sick leave is subject to verification, including periodic examination by the Employer's physician.
- K. Sick leave with pay shall be granted for pre- and post-natal disability to an employee who is disabled to such a degree that she is unable to provide service to the Employer. The Employer and the Union recognize that this disablement will occur, in most cases, during the period four (4) weeks before and six (6) weeks after delivery.
- An employee who is temporarily absent from her position due to reasons described above and who remains on the payroll in either a "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.
- L. Should a day designated herein as a holiday occur while an employee is on sick leave, that day shall be observed as a holiday and shall not be charged against sick leave.

M. An employee with at least three (3) years of City service and who is unable to return to work after all of his accrued sick leave, vacation leave and personal leave have been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Personnel. Such request must be accompanied by a medical certificate. No extension, however, may exceed one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit must reimburse the City for one-half (½) of the extended sick leave days granted.

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

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

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

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

R. See Addendum E.

ARTICLE 13: OTHER LEAVE

A. Bereavement Leave

Four (4) consecutive work days leave with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse, (as defined in the Administrative Manual (AM), children, grandchildren, step and half-blood relatives.

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

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

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

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

B. Job Injury Leave

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

C. Civil Defense Leave

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

1. A request for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.

2. The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

D. Military Training

All employees who are members of the Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard) or a Reserve component of one of these branches; the Public Health Service Commissioned Corps; the Maryland organized militia (Maryland Army National Guard, the Maryland Air National Guard, the Inactive National Guard, and the Maryland Defense Force); and any category of persons designated by the President in time of war or national emergency shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in

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

E. Jury Service

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

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

F. Leave Without Pay (LWOP)

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

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

3. Education Leave. After completing one (1) year of continuous service, any employee, upon request and upon the approval of the appointing officer and the Department of 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 the Union agree to cooperate in the development of job training upgrading, apprenticeship and career ladder programs.

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

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

G. Union Conventions

The Employer shall grant leave without loss of pay to employees officially designated as delegates to regularly scheduled Union conventions and conferences; provided, that during any one (1) calendar year, not more than fifteen (15) such employees shall be granted such leave and no employee shall be granted such leave more than once

H. Personal Leave

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

2. Beginning July 1, 2015, the City shall open a "New PL Account" for each employee into which account the City shall deposit four (4) personal leave days consistent with all other terms of this Article 13, ¶ H. On or before June 30 of each Fiscal year, each employee's New PL Account shall be exhausted or zeroed out, thus to leave no personal leave days to carry forward.

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

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

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

I. Leave Usage

An employee may use vacation leave, personal leave, and sick leave in units of no less than thirty (30) minute increments.

J. Graduation Leave

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

Effective July 1, 1999, employees shall receive one-day leave of absence with pay to attend graduation exercises of a spouse, child or authorized dependent, as certified on the employee

benefits file or legal documentation, from senior high school or an accredited college or university provided that the graduation exercises are scheduled during the employee's regularly scheduled workday. All requests for graduation leave must be submitted at least four weeks in advance. Documentation of the graduation exercise must be submitted with the leave request.

ARTICLE 14: HOURS OF WORK

A. Consecutive Daily Hours

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

B. Work Week

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

C. Work Day

A maximum of eight (8) consecutive hours, including a paid forty (40) minute lunch period, shall constitute a work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

D. Lunch Period

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

E. Work Outside Regular Shift

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

An employee required to work three (3) or more hours immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$8.00 (eight dollars).

F. Limitation on Consecutive Work Hours

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

ARTICLE 15: OVERTIME

A. Overtime Defined

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

B. Paid Leave Considered Time Worked

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

C. Overtime Equalization

Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over a twelve-month period beginning January 1st to December 31st. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

D. Overtime Voluntary or Mandatory

Overtime work shall be voluntary except in the event of an emergency. There shall be no discipline against any employee who declines to work voluntary overtime. In the event of a declared emergency, overtime may be mandatory. For the purpose of this paragraph, an emergency situation is defined to mean an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action. A record shall be kept for each employee and posted, showing the number of hours of overtime the employee was offered but refused to work.

These hours shall be counted toward overtime offered as per paragraph C above. If an employee fails to report for an overtime shift for which the employee has volunteered, no discipline shall be implemented if the employee has a documented illness or injury, or the employee is excused from an assignment of voluntary overtime at least twenty-four (24) hours before the start of the scheduled shift. In the event an employee fails to report for mandatory overtime, the employee may be subject to progressive discipline. If the employee is unable to report due to a verifiable unforeseen situation beyond the employee's control, no discipline will be imposed.

E. Seventh Consecutive Day of Work

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

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

F. Rearranged Work Schedules: Disallowed

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

G. Two or More Different Types of Work

When an employee in a single work week works at two (2) or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

ARTICLE 16: SAFETY AND HEALTH

A. The City shall provide to all members of the Union's bargaining unit a safe and healthful work place. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure. If an employee feels that a piece of motor vehicle equipment he must operate is unsafe, he shall immediately report it to his supervisor who shall make an immediate inspection. No employee shall be required to operate an unsafe piece of motor vehicle equipment.

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

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

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

toxic chemicals, health or accident risks that are under active study by the Joint Committee under this Article 15.

E.

1. When an employee is directed by the City to report to the City of Baltimore Occupational Medical Services (Mercy Clinic), the City shall require the Mercy Clinic to correctly disclose the scope and terms of its professional engagement to the employee.

2. No employee shall be required, as a condition of employment, to authorize the Mercy Clinic to assume the capacity of that employee's treating physician or treating medical care provider.

3. No employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.

4. The City shall, at all times, honor and require the Mercy Clinic to honor its employees' confidentiality and privacy right with regard to medical information and care.

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

ARTICLE 17: BULLETIN BOARDS

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

ARTICLE 18: HEALTH & WELFARE

A. Benefit Coverage

The parties recognize, and agree to, the Third Health and Prescription Drug Plan Agreement, as noted by the Board of Estimates, on June 27, 2018, which is attached hereto in Addendum A, along with the accompanying exhibits, and which shall remain in effect as provided therein until a successor agreement is submitted to, and noted by, the Board of Estimates.

The parties recognize that the Third Health and Prescription Drug Plan Agreement shall need to be amended and modified through bargaining conducted among all participating unions during the term of this Agreement.

B. Death Benefit

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

In the event of accidental death, the employee shall receive the greater of \$15,000 or the employee's annual salary, in addition to any pension received under the Employee's Retirement System. An employee's coverage under this provision shall terminate upon separation, except that employees represented by AFSCME shall be covered by a reduced death benefit of \$5,000 if they retire from City employment.

Dismemberment benefits shall be as follows:

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

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

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

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

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

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

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, Local 2202 or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim.

The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to Local 2202, an appeal may be made to the Catastrophic Illness Appeals Board.

Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by Local 2202, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board

shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

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

Beneficiary

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

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

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

C. Premium Payment-Extended Sick Leave

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

D. Premium Payment -- Leave Without Pay

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

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

E. Waiver of Health Insurance Coverage

Effective January 1, 2002, the Employer shall remit an annual payment of \$2500 to be paid bi-weekly to each employee who, with satisfactory proof of alternative Health Insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. The waiver of coverage applies to medical, dental, vision, and prescription drug programs. Health care coverage cannot be provided by a spouse/domestic partner who receives City benefits. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment.

An employee must notify the City's Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

F. Prescription Drug and Vision Care for Eligible Unmarried Dependents

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

ARTICLE 19: RATES OF PAY

A. Wages

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

FY 2024: A 4.5% annual across-the-board wage increase to each active employee covered by this Agreement who is on the payroll and in pay status as of the date that this Agreement is noted by the Board of Estimates shall be given. Said increase shall be retroactive to July 1, 2023.

The appropriate revised wage scales are attached to this Agreement as Addendum B.

FY 2025: A 4.5% across-the-board wage increase to each active employee covered by this Agreement shall be given effective July 1, 2024.

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

ARTICLE 20: VISITATION

Authorized Union representatives or union officers or stewards shall have access to and be admitted to non-public areas of Employer worksites during working hours subject to reasonable security requirements including advance notice to the appropriate management representative. Such access shall be for the purpose of participating in labor management meetings and the administration of this collective bargaining agreement including interviewing grievants and attending grievance hearings/conferences, provided such activities do not interfere with employees' performance of their duties.

Distribution of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed locations frequented by employees, before and after work, and during breaks and meals periods.

Use of Employer Facilities

The Union may, with at least two (2) days' prior notice to and approval by the appropriate administrative official or designee, use Employer facilities for meetings at no charge, in accordance with Employer policies and procedures.

ARTICLE 21: TRAVEL ALLOWANCE

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

ARTICLE 22: DISCIPLINE & DISCHARGE

A. Discipline

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

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

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

D. Any employee who is discharged, reduced in pay or position, or suspended for more than thirty (30) days may contest the action either (i) by lodging an appeal with the Civil Service Commission under the official rules of the Commission, or (ii) by filing a grievance under Article 6, Paragraph A. of this Memorandum which grievance must be filed within fifteen (15) days after the action challenged. The employee's choice of which procedure to use to contest the action shall be final and binding on the employee, and the employee may not subsequently choose to follow a different procedure. If the employee elects to file a grievance, it shall be filed initially at Step 3 (Department Head) of the Grievance Procedure in Article 6, Paragraph A of this Memorandum, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the

Union finds arbitration to be appropriate, and the employee shall be bound by the Union's decision whether or not to arbitrate. The Union also may decline to arbitrate. The issue presented, which may be decided by an Arbitrator, shall be whether, consistent with Baltimore City Code (2010), Article 12, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy. The Arbitrator's decision shall be final and binding on the City, the Union and on the Employee(s) affected.

E. Any employee who, as discipline, is suspended for three or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline by filing a grievance on the form that is referred to in Article 6, Paragraph A, of this Memorandum which grievance must be filed within fifteen (15) days after the action challenged. If the employee elects to file a grievance, it shall be filed initially at Step 4 of the Grievance Procedure in Article 6, Paragraph A of this Memorandum, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds the arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2010), Article 12, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

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

ARTICLE 23: NO STRIKE OR LOCKOUT

A. No Strike or Lockout

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

B. Unauthorized Job Action

In the event of an unauthorized strike, slow-up, or stoppage, the Employer agrees that there will be no liability on the part of the Union; provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

C. Disciplinary Action

In the event that such action by the Union has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE 24: TEMPORARY EMPLOYEES

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

ARTICLE 25: LONGEVITY

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

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

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

ARTICLE 26: PENSION & RELATED BENEFITS

A. Annuity Savings Certificate

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

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

B. Employee Pension Counseling Service

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

ARTICLE 27: EMPLOYEE ASSISTANCE SERVICE

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

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

ARTICLE 28: CONFERENCE, WORKSHOPS AND TRAINING

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

The Employer shall grant a total of twenty-five (25) days to the entire bargaining unit, without loss of pay, to attend trainings, union conventions and conferences. Council 67 shall request in writing permission at least seven (7) days in advance of the scheduled event stating the date, location and purpose to the Office of the Labor Commissioner.

All requests may be denied for operational needs.

ARTICLE 29: OUT-OF-TITLE WORK

Exempt, Competitive, and Non-Competitive Classes

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

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

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

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

appointing authority shall give due consideration to the employee(s) who occupied the position in an acting out of title capacity.

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working days, he shall be paid the higher rate for such services commencing on the eleventh working day, in accordance with the rules and regulations as set forth in the Administrative Manual. No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

The Labor Commissioner shall, as the Employer's representative, study out-of-title practices. The Union shall be given the right to actively participate and shall share in the information to be examined. The purpose shall be to determine (on a case by case basis) whether the out-of-title practice is inappropriately administered either by labor or management and, if so, to make effective recommendations to deal with any abuses.

ARTICLE 30: CHANGES IN AGENCY

A. Operational Changes

In the event that the Mayor's Office of Children and Family Success ("MOCFS") is merged with another City Agency, or its operations are transferred to another City agency or terminated, the Employer and the Union, AFSCME, Local 2202 shall discuss such changes prior to their implementation and attempt to resolve all questions concerning the effect of such changes on employees covered by this Memorandum. Every attempt shall be made to allow employees to continue the benefits enjoyed under this Memorandum.

B. Notification Prior To Transfer

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

C. Consultation Required

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

ARTICLE 31: VACANCIES

Vacancies within the Mayor's Office of Children and Family Success ("MOCFS") will be filled by individuals who qualify through the Department of Human Resources.

ARTICLE 32: MISCELLANEOUS PROVISIONS

A. Payroll Errors

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

B. Deferred Compensation Plan

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

C. Third Person Pronoun

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

D. Labor-Management Committee


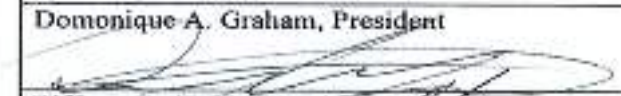

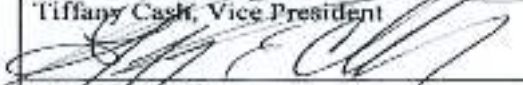

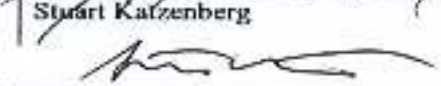
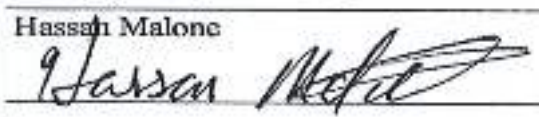


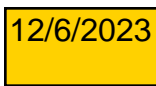
A Labor-Management Committee will be established comprised of the following representation: (3) from labor and (3) from management. The established committee will meet on a bi-monthly basis or as needed.

ARTICLE 33: TERMINATION, CHANGE OR AMENDMENT

This Memorandum of Understanding shall become effective on July 1, 2023, and remain in full force and effect until June 30, 2025, unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by registered mail no later than January 1 of the year involved.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Signed on this 5th day of December 2023, in Baltimore, Maryland.

MAYOR AND CITY COUNCIL OF BALTIMORE:	THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 3 & LOCAL 2202:
Deborah F. Moore-Carter 	 Domonique A. Graham, President
Veronica P. Jones 	 Tiffany Cash, Vice President
Yvette Brown 	 Stuart Katzenberg
Dr. Debra Y. Brooks	 Hassan Malone
Christopher Quintyne	NOTED BY THE BOARD OF ESTIMATES: 
Angela Whitaker	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  12/5/23	
Gary Gilkey, Esquire Chief, Labor and Employment	Clerk Date 

ADDENDUM A:

THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

This Third Health and Prescription Agreement for City employees and dependents is made by and between the City of Baltimore (the "City") and the employee organizations designated as exclusive representatives of City employees in bargaining units certified under the Municipal Employee Relations Ordinance, including CUB, AFSCME, FOP, JAFF, and also including MAPS¹ (the "Unions"); (hereinafter referred to as the "Agreement").

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

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

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

WHEREAS, although the 2016 Agreement was to expire for each of the signatory Unions on December 31, 2017, the City and the Unions desire to continue to address health and prescription drug benefits on a City-wide basis with an agreement in succession to the 2016 Agreement through December 31, 2020;

IT IS HEREBY AGREED by and between the parties hereto:

1. **Health Insurance Committee Meetings and Activities.** The Health Insurance Committee ("HIC") that was re-established under Paragraph 9 of the 2012 Agreement shall continue in effect as follows:

a. The HIC shall be composed of equal members of Union and City representatives. Each Union and MAPS shall appoint one representative to the HIC, and the City shall designate representatives from the Office of the Labor Commissioner, the Department of Human Resources (including the Division of Employee Benefits), the Department of Finance, and the Office of Mayor. The parties' representatives may designate professional consultants to attend the meetings and participate in the business of the HIC. Should the Unions choose to have a consultant participate in HIC meetings, they shall choose a joint consultant.

b. The HIC shall meet no more than three (3) times but no less than two (2) times between the months of June and September to discuss cost containment, efficiencies, wellness, and other relevant issues, to review data for each plan for active employees (and pre-65

¹ The City's obligation to MAPS is to "assist and confer." Consistent with the parties' practice under the preceding Rank and File Prescription Drug Plan Agreement, MAPS was invited to participate in the discussions regarding this Agreement. Nothing in this Agreement should be construed as modifying MAPS' status under the Municipal Employee Relations Ordinance or in any way creating a duty to bargain with MAPS.

reviews) and other relevant information, as raised or requested by the Unions or the City, or their respective consultants. The Union shall provide a proposed agenda no later than week prior to each requested meeting.

c. The City shall also endeavor to provide the Unions' consultant with the same or similar quarterly information that it has been providing to date. In the event that the Unions' consultant requests to meet and confer with the City's representatives, or requests information related to the City's plans, the City shall respond to such requests within a reasonable period of time (and where the response is a denial of the Unions' request, the City shall provide the reason for such denial). No data or documents may be unreasonably withheld nor may any communication be unreasonably delayed. Any complaints regarding the content or timing of the City's response, if not resolved directly between the consultants or between the Unions' consultant and the involved City representative, shall be brought to the attention of the Labor Commissioner who shall attempt to resolve the issue promptly. Access to data and documents available under this Agreement shall be in addition to any rights or remedies conferred under the State's Public Information Act.

d. One of the HRC meetings conducted between June and September shall be used to discuss each health insurance provider's Annual Provider Report set forth in Paragraph 2 below. The consultants designated by the Unions and the City may be required to attend the HRC meeting(s) concerning the Annual Provider Reports.

e. Upon mutual agreement, HRC meetings may by mutual agreement be adjourned and rescheduled to be resumed on subsequent timely dates to enable the City and its consultant(s) to fully respond to the Unions' requests for documents, information and data.

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

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

3. Revenues/Premiums/Equivalents.

a. To the extent that the Unions request data about the prior plan year's revenues, claims and costs associated with any of the City's health insurance programs and thus, reasonably view(s), such requests are made to enable the Unions and their consultant to gauge the decoupling of premiums/equivalents for an upcoming Plan Year, such documents, data and information shall be furnished by the City to the Unions within the month of July, if available.

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

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

4. Current Plans and Cost Sharing. The City's Health and Prescription Drug Programs, the Providers and the plans of benefits for each of those City programs (as published in the City of Baltimore Plan Year 2019 Benefits Guide) shall remain unchanged through December 31, 2020. That current statement of benefits is attached hereto as Exhibit A. The current employer/employee split in percentage of premium rates also shall remain unchanged through December 31, 2020.

5. Requests for Proposals.

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

b. In addition to the discussions that are described in Paragraph 5.a. above, no less than 45 days before the release of any RFPs, the City shall notify the Unions of the proposed health insurance benefit options and plan structure(s) to be included in the RFP(s). After the Unions have been provided with this information, there shall be at least one HMC meeting at which the Unions shall have a meaningful opportunity to review and discuss with the City the RFP, and to propose changes to the proposed RFP(s) to which the City shall give meaningful consideration and response at least 5 days prior to issuance of each RFP.

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

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

e. The Unions shall be permitted to appoint two (2) Union representatives, in addition to the Unions' designated consultant, which representatives and consultant shall be permitted access to and participate in the process and meetings in development, interviews and scoring of each of the RFPs.

f. The parties shall be reasonable in exercising their rights under this Paragraph 5 and shall not impair or cause any unreasonable delay to the procurement of new health and prescription drug benefits.

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

6. Surplus from Self-Insured Plans.

a. Following the close of each plan (calendar) year, on or before May 1, and, in general, applying generally accepted accounting principles under the rules of the Governmental Standards Accounting Board (the "GASB"), the City shall furnish, in good faith, to the Unions and their designated consultant, an operating gain/loss statement for each self-insured plan.

b. The good faith operating gain/loss statement shall account for all premiums (and premium equivalents) of the plan for the benefit year as compared to expenditures for the plan. Expenditures shall include but not be limited to, estimated incurred claims, premiums paid, administrative, network, and other fees, and any taxes. The documents, information and data considered shall be furnished by Provider program, and with separate disclosure of revenues, claims and expenses for active employees (and covered dependents) and pre-Medicare eligible (e.g., pre-65 YOA) retirees and covered dependents to the extent that in the ordinary course such information is collected or maintained as to be maintained in the ordinary course of business.

c. In the event that a surplus results from the difference between premiums and payments received from covered employees (including all active employees and dependents, and all pre-65 retirees and dependents), and rebates and remittances from Providers, in excess of plan expenses in the aggregate for all health and prescription drug plans (i.e., taking into account any amounts (positive or negative) in all plans), for Plan Years 2016, 2017, 2018, 2019 and 2020, the City's view of the appropriate application of any year-end surplus shall be discussed between the City and the Unions. Surplus funds may not be applied by the City for any other purpose than (a) the City's medical insurance plans covering active employees, pre-65 retirees and dependents, (b) to sustain the City's health insurance plans by deposit to the Premium Stabilization Fund that is described and defined in Paragraphs 7.a. and 7.b. of this Agreement, or (c) to defer the City's OPEB liability. Beginning with Plan Year 2018, and in each Plan Year thereafter, surplus funds from the prior Plan Year (and in the case of Plan Year 2018, the surplus funds from Plan Years 2016 and 2017) shall first be deposited to the account of the Premium Stabilization Fund to attain and maintain that Fund's minimum balance as defined in Paragraphs 7.b. and 7.c.

d. Surplus (between premiums collected and payments disbursed) attributable to currently enrolled active employees may not be used to offset the City's OPEB liability or applied to support the City's OPEB Trust without disclosure in advance to the HIC.

a. Conditioned on continuation of the present benefit Plans, benefit options and Providers, and current premium splits are maintained as provided in Paragraph 4 of this Agreement, in no event shall any refund be given to participating employees from any year-end surplus (as defined herein) for Plan Years 2016, 2017, 2018, 2019 or 2020.

7. Premium Stabilization Fund.

a. The City shall maintain a Premium Stabilization Fund (the "Fund") within the Risk Management Fund. The proceeds of the Fund shall not be commingled with any part of the City's General Operating Fund, but, instead, the Fund shall be maintained by the City for the exclusive benefit of active and pre-65 persons covered under the City's Health and Prescription Drug Plan under this Agreement. The Fund shall be used only to enable the City to defray a year-end Plan Year deficit in the Medical and Prescription Drug accounts, after all revenues, claims and costs are fully accounted for after full disclosure to the Unions and their designated consultant.

b. Any Plan Year-end surpluses in the Medical and Prescription Drug accounts, as defined in Paragraphs 6.a. and 6.b., will be transferred into the Premium Stabilization Fund until the balance in the Fund reaches the equivalent of two months of medical and prescription drug claims for the most recent completed Plan Year. The Director of Finance will report to the Unions on the balance of the Fund within three (3) months after the end of each Plan Year, i.e., by March 31 of the following year.

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

d. Disbursements from the Fund shall be authorized only upon application by the Director of Finance approved by the Board of Estimates which application shall be furnished to the Unions before it is presented to the Board of Estimates. Should disbursements be authorized from the Fund by the Board of Estimates due to a year-end plan deficit as defined herein, then, in subsequent plan years, year-end plan surplus shall be exclusively applied first to restore the Fund, until the Fund is completely restored when other authorized applications of surplus may be considered consistent with Paragraphs 6.b and 6.c.

8. Attachment to Individual Union MOUs. This Agreement (including referenced attachments) shall be included as an attachment to each Union's MOU.

9. Disputes: All disputes about the application or interpretation of the terms of this Agreement shall first be presented in writing to the HIC, and absent agreement, shall be referred, collectively by the participating employee organizations that are exclusive representatives under

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

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

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

MAYOR AND CITY
OF BALTIMORE:


Deborah P. Moore-Carter

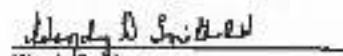
AFSCME, LOCAL 44


Gerard S. Middleton, Sr.

AFSCME, LOCAL 7202


Peggy-Pennells Cary Smith

AFSCME, LOCAL 558


Wendy D. Smith

CITY UNION OF BALTIMORE


Antonette Ryan-Johnson

BALTIMORE FIRE OFFICERS
ASSOCIATION


Stephen Boschor, Jr.

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


Gene Ryan

BALTIMORE FIRE FIGHTERS
ASSOCIATION



Richard Dickie Allen

MANAGERIAL AND PROFESSIONAL SOCIETY OF
BALTIMORE, INC



Michael O'Byrne / Patricia Shaw

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Gary Gilbey, Esquire
Chief, Labor and Employment

ADDENDUM B: SALARY SCHEDULE					
FY24 - LOCAL 2202					

GRADE	Hiring	Full Performance	Senior	Long 1 - 5	Long 6
550	\$36,329	\$36,836	\$38,124	\$1,143.72	\$762.48
551	\$36,836	\$37,397	\$38,840	\$1,165.20	\$776.80
552	\$38,720	\$39,528	\$41,488	\$1,244.64	\$829.76
553	\$40,890	\$41,986	\$45,045	\$1,351.35	\$900.50
556	\$52,455	\$54,379	\$60,383	\$1,811.49	\$1,207.66
558	\$56,393	\$58,560	\$65,504	\$1,965.12	\$1,310.08

FY25 - LOCAL 2202					
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GRADE	Hiring	Full Performance	Senior	Long 1 - 5	Long 6
550	\$37,964	\$38,494	\$39,840	\$1,195.20	\$796.80
551	\$38,494	\$39,080	\$40,588	\$1,217.64	\$811.76
552	\$40,462	\$41,307	\$43,355	\$1,300.65	\$867.10
553	\$42,730	\$43,875	\$47,072	\$1,412.16	\$941.44
556	\$54,815	\$56,826	\$63,100	\$1,893.00	\$1,262.00
558	\$58,931	\$61,195	\$68,452	\$2,053.56	\$1,369.04

CITY OF BALTIMORE
BERNARD C. "BOCK" YOUNG, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPUR, MIRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1203
Baltimore, Maryland 21202
410-396-4142

**ADDENUM C
ARTICLE 12 SICK LEAVE - ACCRUAL**

January 2, 2020

Tami Knox, President
AFSCME, Local 2202
1410 Bush Street, Suite A
Baltimore, MD 21230

Dear Ms. Knox:

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

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

Sincerely,

A handwritten signature in blue ink that reads "Deborah F. Moore-Carter".

Deborah F. Moore-Carter
Labor Commissioner

Accepted for Local 2202:

A handwritten signature in blue ink that reads "Tami Knox" followed by the date "1/28/20".
Tami Knox, President/Date

CITY OF BALTIMORE
BERNARD C. "JACK" WYBING, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1200
Baltimore, Maryland 21202
410-205-4263

ADDENDUM D: LATENESS POLICY

January 27, 2020

Tami Knox, President
AFSCME, Local 2202
1410 Bush Street, Suite A
Baltimore, MD 21230

Dear Ms. Knox:

Within thirty (30) days of the notation of the Memorandum of Understanding by the Board of Estimates, the Executive Director of MDPCS shall convene a labor management committee to develop an Agency-wide lateness policy.

The committee shall consist of three (3) members of each labor and management.

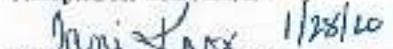
To expedite the process, management shall provide a draft lateness policy at this first meeting.

The goal of the committee is to recommend an Agency-wide lateness policy to the Executive Director on or before February 1, 2020. The ultimate approval of the policy is the sole authority of the Executive Director.

Sincerely,


Deborah F. Moore-Carter
Labor Commissioner

Accepted for Local 2202:

 1/28/20
Tami Knox, President/Date

cc: Tisha Edwards, Executive Director

CITY OF BALTIMORE

BRANDEN L. MYRTLE
Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
411 E. Fayette Street, Suite 1201
Baltimore, Maryland 21202
410.776-2765

ADDENDUM E: COVID-19 ADMINISTRATIVE LEAVE

November 4, 2022

Domonique A. Graham, President
AFSCME, Local 2202
1410 Bush Street, Suite A
Baltimore, MD 21230

Dear Mr. Graham:

This is to memorialize the City of Baltimore's COVID-19 Administrative Leave protocol, whereby, if a City employee is contact-traced, by the Baltimore City Health Department, regarding a workplace exposure to COVID-19 and, consequently, required to quarantine, the Mayor's Office of Children and Family Success (MOCFS) Human Resources Office will coordinate with the Office of the Labor Commissioner (OLC) to grant the employee ten (10) days of administrative leave. Under this protocol, each incidence of employee exposure will be treated as a separate occurrence.

If an employee is required to quarantine for a non-workplace COVID-19 exposure, the employee must use his/her accrued leave.

This Side Letter expires one (1) year from the date of this Memorandum of Understanding's (MOU's) notation by the Board of Estimates (BOE). However, it may be extended, by mutual agreement of the parties.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

Accepted for AFSCME Local 2202:

Domonique A. Graham, President/Date

cc: Dr. Debra Y. Brooks, Executive Director, MOCFS

CITY OF BALTIMORE

BRANDON M. SCOTT, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1203
Baltimore, Maryland 21202
410.396-4361

ADDENDUM F
Payroll Errors

December 1, 2023

Domonique A. Graham, President
AFSCME Council 3 & Local 2202
1410 Bush Street
Baltimore, MD 21230

Dear Mr. Graham:

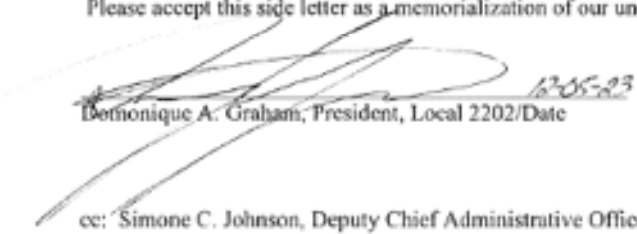
This Side Letter is executed to document the understanding and accord between AFSCME Council 3 and Local 2202 with respect to the Workday-related payroll matters. Accordingly, it is hereby agreed that, effective the date of the notation by the Board of Estimates, the City will implement the following measures to address payroll system errors associated with Workday as a pilot program that will continue through June 30, 2024, in which time the parties agree to discuss Workday-related payroll matters:

1. For each underpayment in excess of \$50.00 an employee incurred as a direct result of an administrative mistake caused by processing performance by Workday in the Workday system, the City will reimburse the employee **for the amount of the verifiable financial penalties** in an amount up to \$500.00 provided the employee (a) notifies the Agency's Human Resources Office/Fiscal Office concerning the payroll mistake, and (b) produces supporting documentation (e.g. late fee notice, bank statement, interest charge on written statement) to the Agency's Human Resources Office/Fiscal Office for the error that the City confirms.
2. Employees seeking reimbursement under this section must provide notice of the payroll error within two (2) pay periods of the mistake and supporting documentation with sixty (60) days after reporting the mistake.
3. The respective Agency will process the reimbursement request within two (2) pay periods of the document submission. The monies employees receive for the reimbursement under the pilot program will be considered taxable income.
4. For any grievance under the Side letter involving a claim of \$1,000.00 or less, the arbitration procedure will be limited to Grievance Arbitration pursuant to Article 6 of the MOU. The Union will seek to process any grievances involving similar claims (of individual amounts at or below the above amount) under this Side letter as a group grievance pursuant to the Grievance Arbitration Rules of Article 6.

Sincerely,

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

Please accept this side letter as a memorialization of our understanding.


Domonique A. Graham, President, Local 2202/Date

cc: Simone C. Johnson, Deputy Chief Administrative Officer, Mayor's Office
Gary Gilkey, Chief of Labor Personnel & Employment, LAW
Michael Moiseyev, Director of Finance, DOF
Dr. Debra Y. Brooks, Executive Director, MOCFS
Christopher Quintyne, Chief of Staff, MOCFS
Christopher Donaldson, Human Resources Business Partner, MOCFS

ADDENDUM G
CLASSIFICATION LISTING
FY24 - LOCAL 2202

Job Code	Job Profile Name	Grade	Hiring	Full Performance	Senior	Long 1 - 5 (3%)	Long 6 (2%)
	No Classification	550	\$36,329	\$36,836	\$38,124	\$1,143.72	\$762.48
75332	Energy Program Technician I	552	\$38,720	\$39,528	\$41,488	\$1,244.64	\$829.76
75333	Energy Program Technician II	553	\$40,890	\$41,986	\$45,045	\$1,351.35	\$900.90
84321	Human Services Worker I	556	\$52,455	\$54,379	\$60,383	\$1,811.49	\$1,207.66
84323	Human Services Worker II	558	\$56,393	\$58,560	\$65,504	\$1,965.12	\$1,310.08

FY25 - LOCAL 2202

Job Code	Job Profile Name	Grade	Hiring	Full Performance	Senior	Long 1 - 5 (3%)	Long 6 (2%)
	No Classification	550	\$37,964	\$38,494	\$39,840	\$1,195.20	\$796.80
75332	Energy Program Technician I	552	\$40,462	\$41,307	\$43,355	\$1,300.65	\$867.10
75333	Energy Program Technician II	553	\$42,730	\$43,875	\$47,072	\$1,412.16	\$941.44
84321	Human Services Worker I	556	\$54,815	\$56,826	\$63,100	\$1,893.00	\$1,262.00
84323	Human Services Worker II	558	\$58,931	\$61,195	\$68,452	\$2,053.56	\$1,369.04