MEMORANDUM OF UNDERSTANDING

FISCAL YEARS 2018-2020

THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE FIGHTERS, LOCAL 734 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

This Memorandum of Understanding is entered into this First day of July, 2017 through June 30, 2020 by and between the Mayor and City Council of Baltimore ("Employer" or "City") and the Baltimore Fire Fighters, Local 734, IAFF, AFL-CIO, CLC ("Union"). The terms and conditions of this document shall constitute a mandate to the Mayor of Baltimore City with respect to such matters which can be remedied administratively by her, and as a mandate to the Board of Estimates and the City Council with respect to matters which require legislative action necessary to implement the Agreement in lieu of a decision of the Board of Arbitration.

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ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

A. Subject to any limitation of existing law, any grievance, defined in the MERO, 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 the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1. Within 15 calendar days of the date of the grievance or knowledge by the affected employee of the occurrence giving rise to the grievance, the employee, accompanied by an authorized representative of the Union, shall orally discuss the grievance with his immediate officer. The aggrieved employee and representative shall attempt to resolve the complaint with all parties involved. In the event the grievance is not resolved at this level within 15 calendar days, the employee and his Union representative shall present the grievance in writing to the Senior Officer of the unit to which the member is assigned, House Captain, or to the Senior EMS Officer on the employee's shift. If the grievance is not resolved at this level within 15 calendar days, the Union Battalion representative shall present the grievance in writing to the Battalion Chief.

Step 2. If the grievance is not satisfactorily resolved within 15 calendar days of presentation to the Battalion Chief, the aggrieved employee shall forward the grievance in writing through a Union Vice President to the appropriate Deputy Chief. Within 7 calendar days of the presentation, that Deputy Chief shall hold a meeting with an appropriate Union Representative to discuss the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written grievance may be taken to the Chief of Fire Department or his designee within 15 days following the completion of Step 2. The Chief or his designee shall meet and discuss the grievance with an appropriate Union Official within ten (10) days of receipt of the grievance. A written answer to the grievance shall be submitted to the employee and an appropriate union official within ten (10) days thereafter. Should the Union not receive a written response within 10 days, it may advance the grievance to the next step. Any grievance concerning the specific action of the Chief of Fire Department or any grievance which affects more than one employee may be commenced at Step 3.

Step 4. If the grievance has not been satisfactorily resolved at Step 3, the grievance may be taken to the Office of the Labor Commissioner of the City of Baltimore by the Union President or his designee within 15 days following the completing of Step 3. Within 15 days of receipt of the grievance, the Labor Commissioner or his designee shall meet with the Union President or his designee and the aggrieved employee to discuss the grievance. The Labor Commissioner or his designee shall respond in writing to the President of the Union within 10 days thereafter. Should the Union not receive a written response within 10 days, it may advance the grievance to the next step.

Step 5. Shall be binding arbitration, which shall be available if a grievance is not settled or withdrawn by prior action of the Union. Arbitration shall be demanded by a letter

addressed, jointly, to the Chief of Fire Department and the Office of the Labor Commissioner. The Union's letter making a demand for arbitration shall be timely if it is delivered within thirty days after completion of Step 3, or Step 4 if that Step is conducted by agreement.

- B. The parties shall appoint an arbitrator to hear and decide all issues by alternately striking from a list of seven arbitrators who each are members of the National Academy of Arbitrators Baltimore/Washington Area list furnished to them by the Federal Mediation and Conciliation Service. The first strike made in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.
- C. The Union is the only party that may demand arbitration on behalf of the bargaining unit, and/or any members of the bargaining unit. Any award issued by an arbitrator shall be final and binding on the Union, the Mayor and City Council (and all constituent City agencies), and the employee(s) aggrieved. Should the Union decide not to proceed to arbitration, the employee(s) aggrieved shall likewise be bound by that decision.
- D. 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.
- E. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.
- F. In computing the time limits under this Article, the date of the preceding event shall be counted. Commencing at Step 3, Saturdays, Sundays and legal holidays shall not be counted in computing time limits. The time period for filing a grievance to contest any form of discipline shall not begin until the final administrative action has occurred within the Fire Department and the employee(s) affected have received written notice of such action.
- G. The rights of any employee who is discharged, permanently reduced in pay or position, or suspended for more than thirty (30) days shall be prescribed in Article 12 of this Agreement. The employee shall be entitled to all rights and remedies that are available to the employees under Baltimore City Charter (as last amended by Resolution 14-016; Chapter 531, Acts of 2014), Article VII, Section 100 (a), which are expressly reserved.
- H. Any employee who is disciplined, but as to whom a due process hearing is not available under Baltimore City Charter, Article VII, Section 100, shall be permitted to grieve and/or arbitrate the discipline under this Article; provided, however, that any employee who is suspended for five or more days, but less than 31 days, shall also be permitted to arbitrate a grievance pursuant to this Article. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2010 as published by the Department of Legislative Reference), 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.

I. The Employer shall print and maintain copies of grievance forms in all units.

ARTICLE 7: UNION STEWARDS & UNION REPRESENTATION

- A. The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties, and, where provided for in this Agreement, the Union President and/or representative in all grievances filed under this Agreement.
- B. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.
- C. There shall be no more than 1 Union Steward and alternate in each area referred to in Section A, above.
- D. After appropriate notice to his immediate superior, a Union Representative shall be granted reasonable time off during working hours with pay where he is engaged in processing a grievance under Article 6 of this Agreement, except when granting such leave would adversely affect delivery of emergency services.
- E. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members, or inhibit or hamper any employee's constitutional right of free speech.
- F. The President of the Union shall be detailed to Fire Department headquarters for the duration of this Agreement, and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President. The Union shall submit to the Office of the Labor Commissioner the name of one employee who, on behalf of the Union, shall be assigned on a full time basis to perform labor relations duties, process grievances, and to assist in monitoring the IAFF/IAFC wellness program. Once the assignment is approved by the Employer, which approval shall not be unreasonably withheld, the employee shall be compensated by the Employer at the employee's regular rate of pay, and without loss of the benefits that are associated with the employee's regular job class.
- G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.
- H. The Union shall be granted access as scheduled by the Fire Academy to address each Fire Academy class shortly before the class graduates. Sufficient time shall be given for the Union to review its contract, City employee programs, dues or service fee check-off procedures and similar matters with the class. The Union recognizes that the rights of "probationary" employees are defined in Baltimore City Code (2009 as published by the Baltimore City Department of Legislative Reference), Article 12, Section 1-1(d).

ARTICLE 8: HOURS OF WORK

- A. The following terms shall remain in effect through December 31, 2013:
 - 1. The regularly scheduled workweek for all fire suppression and Emergency Medical Services ("EMS") personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2190 hours annually. The present procedure of scheduling 10- and 14-hour shifts shall be maintained.
 - 2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C-1 Work Schedule, attached hereto, which is intended to represent the schedule set forth herein. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.
- B. The schedule and hours of work for the Fire Suppression Division shall be as follows:
 - 1. Effective January 1, 2017, Fire Suppression Division shift employees (but not day work employees) shall be assigned to a four (4) platoon, 24-hour shift work schedule for a regularly scheduled average of approximately 46.8 work hours each week, the aggregate of which shall be 2,433.3 hours per year, on a nine (9) number system (for a total of 10.1 impact days annually).
 - 2. The base schedule of 47 hours per week for Fire Suppression will be one 24 hour shift of work, followed by one day off, followed in turn, by a second 24-hour shift of work (the "24/24/24"). After the second work shift of 24 hours, there will be five consecutive regularly scheduled days off. This pattern completes an eight calendar day cycle. The next eight calendar days repeat that same pattern, with the vacation option day falling every forty-eight days within a six number system. The complete 8-day pattern shall be: W-0-W-0-0-0-0-0. (W) Work and (0) Off. Personnel assigned to the Fire Suppression Division will be assigned to a 24-hour "impact" day rotation that will alternate every 34th and 38th day for an average of one impact day every 36 calendar days. This schedule shall yield the option of a thirteen-day break from work every 48 calendar days, except when an impact day falls within a member's first choice vacation. The calendar template for the 24-hour schedule that is to be implemented as of January 1, 2017 is appended to this Agreement as Addendum C.
 - 3. On and after January 1, 2014, personnel assigned to the Fire Suppression Division will remain on the six-number vacation system, and will receive approximately 15 first choice vacation options per year, as provided in Section 30.C.
 - 4. An impact day cannot result in the assignment of two days or forty-eight hours of work consecutively. An impact day may be exchanged or swapped between employees, in 10, 14, and/or 24 hour blocks as elected by the employee.

5. Employees may not take vacation, personal, holidays or compensatory leave on impact days. Notwithstanding the preceding sentence, upon the effective date of this Agreement, the Chief of Department shall issue a new MOP (in the MOP 322 series) which will allow employees to use a first choice vacation option of another member on their own regularly scheduled impact day, subject to certain agreed-upon restrictions.

It is further understood by and between the parties that the MOP to be issued by the Chief of Department as referenced in Article 8.B.5 above shall include the following restrictions:

- a. The procedures in MOP 322 (in the MOP 322 series) concerning "Vacation Received" shall be applicable to using first choice vacation options on impact days as set forth herein.
- b. Under no circumstances shall this use of first choice vacation options on impact days create any additional cost, through overtime, acting out of title, or otherwise, to the City. In the event that it does create a cost, the Chief of Department shall have the right to modify, suspend, or discontinue the MOP, as he determines to be in the best interests of the Department.
- 6. In the event of a jury summons or other court appearance, the terms of MOP 339-1 shall continue to be observed. Notwithstanding anything to the contrary in the MOP, for jury service in particular, pursuant to Maryland Code, Courts and Judicial Proceedings Article, Section 8-501(b)(1) and (2), if a member is summoned and appears for jury service for 4 or more hours, including travel time, that member shall not be called to work on or after 5pm on the day of the member's appearance for jury service or before 3am on the following day of the member's appearance for jury service. However, if the member is summoned and appears for jury service for less than 4 hours, including travel time, once released by the court, the member must immediately report for duty for the balance of his/her shift.
- 7. The new Fire Suppression schedule shall not apply to personnel on day work in the following areas; Fire Academy, Fire Prevention Bureau, Special Operations Command, HazMat, Air Mask Repair, Fire Supply Fire Maintenance, Information Technology (IT), EMS, OEM, Safety and as Staff Aides. The new Fire Suppression schedule shall apply to all personnel assigned to shift work, including personnel assigned to fire companies, Fire Investigation, Fire Prevention Bureau (on shift), Telestaff, Air Logistics, Special Operations, and as Shift Safety Officers or Shift Commander's Office Aides. Employees acting as instructors at the Fire Academy shall work a 4-day, 40-hour week.

Personnel who are reassigned, involuntarily, from Fire Suppression to day work shall not suffer a loss of pay or position, and it is understood that such employees, to remain in Fire Suppression status, may be assigned up to 47 hours a week, about which schedule the Employer shall first consult with the Union.

8. The work day for Fire Suppression personnel shall begin at 0700 hours (7:00 AM).

C.

- 1. For the term of this Agreement, the regular work schedule and hours of work for all members of the EMS Division of four days on (two 10-hour days followed by two 14-hour nights) followed by four days off shall remain in effect and unchanged, which schedule shall be that reflected in Addendum C-1.
- 2. Effective January 1, 2014, the Employer may organize and operate new EMS shifts known as "E" and "F" shifts, which shall be staffed seven (7) days per week. These E and F shifts may consist of two or more medic units each to be staffed and operated on a 12-hour basis during peak times every day of the week. The City may staff these E and F shifts with new hires or with volunteers from the existing workforce. Employees assigned to these shifts will be scheduled to work four days consecutively, followed by a minimum of four days off. The regular positions on these shifts will be filled only by employees who hold active ALS or BLS certification from MIEMSS. No employees shall be involuntarily assigned to staff these shifts, either on a permanent or temporary basis. Bids for voluntary placement on these E and F shifts shall be awarded to the most senior employees based on seniority within the EMS Division.
- 3. All EMS Division personnel will remain on the six-number vacation system, and they will continue to receive approximately 30 first choice vacation options per year.

4.

- a. Effective upon the Union's ratification of this Agreement, part C of this subparagraph C.4 shall no longer govern the order of detail work assignments for back filling vacant positions in the EMS Division, except as provided in part b below.
- b. As long as the percentage of vacant positions among the total number of Funded Operational Positions (as defined below) (hereinafter referred to as the "Vacancy Rate") is 5.0% or lower, part a of this subparagraph C.4 shall continue to govern the order of detail work assignments to back fill vacant positions in the EMS Division. In the event that one or more Funded Operational Positions above a 5.0% Vacancy Rate is vacant for a period of 30 consecutive days, at the end of such 30-day period part c below of this subparagraph C.4 shall govern the order of detail work assignments for back filling vacant EMS Division positions until the Vacancy Rate is 5.0% or less. When the Vacancy Rate is 5.0% or less, EMS Division vacancies shall be back filled in accordance with part a above. For purposes of this paragraph, "Funded Operational Positions" shall mean the number of funded positions in the Fire Suppression and Emergency Medical Services Divisions covered by this Agreement excluding day work and office personnel, as set forth in the FY 2017 Adopted Budget.
- c. To back fill vacant positions in the EMS Division, day by day, detail work assignments shall be made in the following order:

First, the Department may assign to the EMS Division non-rated Fire Suppression personnel in the TeleStaff EMS rotation who are ALS or BLS certified and who are working on an impact day, such assignment not to exceed a period of fourteen consecutive hours in any shift for those individuals, and such EMS assignments shall be equitably distributed.

Second, the Department shall offer that work, on an overtime basis, to members permanently assigned to the EMS Division.

Third, the Department shall offer the work on an overtime basis to members permanently assigned to the Fire Suppression Division in the TeleStaff EMS rotation who are ALS or BLS certified, and the overtime opportunities shall be equitably distributed.

Fourth, the Department shall temporarily detail non-rated Fire Suppression personnel in the TeleStaff EMS rotation who are ALS or BLS certified to EMS Division units, and should that back fill cause a vacant Fire Suppression position in a four-member complement of a Fire Suppression unit, the Department shall make a call back to fill the temporary opening.

Back-fill assignments of a member of the Fire Suppression unit to an EMS unit may not be for a period of more than fourteen (14) hours, subject to incidental hold-overs beyond fourteen (14) hours in the event of urgent need of the Department.

- D. Between October 1, 2013 and October 31, 2013, all rated personnel who are not assigned to the EMS Division and all first acting members of Fire Suppression units, may elect to drop their ALS certifications from MIEMSS, which request shall be honored by the Employer. After October 31, 2013, this window will close and employees who did not optout shall be required to maintain their ALS certification.
- E. No employee shall be laid off, terminated, demoted/reduced in rank, furloughed or reduced in wage or position as a result of the schedule change during the term of this Agreement.
- F. The following implementation rules shall apply to the changes that are adopted under this Agreement to begin in Fiscal Year 2014:
 - 1. Through June 30, 2019, the City shall not make any proposal to further increase, nor shall it further increase, the number of hours worked by Fire Suppression personnel above and beyond the shift and schedule changes to be implemented on January 1, 2014 under this Article.
 - 2. The changes in work schedules and hours of work for suppression employees that are provided for under this Article 13 are conditioned on implementation and payment of the wage increases noted in Article 13.A.2, and those added amounts shall continue to be paid through the term of this Agreement concurrently with the schedule and hours changes. If any of the Fiscal Year 2014 payments are reduced or discontinued during the term of this Agreement, the work schedules and hours of work for suppression employees shall revert to those last in effect between July 1, 2012 and June 30, 2013. In all other respects, the wages

and wage increases that are due under Article 13 shall be subject to revision only if the terms of Article 36.B of this Agreement are satisfied.

- G. Notwithstanding the changes that are to be implemented under this Agreement, the Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.
- H. Employees shall be permitted to exchange at any one time either 1 or 2 vacation choices or turns with employees in the same firehouse. Members may, with the permission of their respective Battalion Chiefs, make exchanges within their Battalions. Members may exchange vacation choices or turns within the Department with the permission of the Battalion Chiefs of the battalions involved. Responsibility for repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Department will undertake neither the enforcement nor repayment of the time nor compensation not paid as a result of the said agreement between the employees affected.

If there are enough qualified personnel to fulfill the requirements of a medical unit, it will be permissible for EMS Division personnel to: (1) swap vacation days department-wide with the permission of the Battalion Chief, Medical Division; and/or (2) exchange vacation choices or turns within the respective battalion in which the medical unit is assigned.

- I. Employees in the Fire Fighters bargaining unit may exchange vacation opportunities with employees in the Fire Officers bargaining unit.
- J. As personnel shall remain deployed in four shifts or platoons, there shall be no Division-wide redraw either in Fire Suppression or EMS, nor shall there be a new Department-wide assignment of vacation numbers within the six-number vacation system. Personnel may be reassigned and given new vacation numbers consistent with Article 30.J. The impact numbers shall be assigned as discussed between the Fire Department and the Fire Unions before the new work schedule is implemented.
- K. Employees may exchange work shifts provided no individual may work more than twenty-four (24) consecutive hours except under emergency conditions. Employees who voluntarily swap tours of duty to work longer than their normal shift will not be eligible for meal allowance or overtime under Article 9 of this Agreement. If the employee who voluntarily works an additional shift is held past that shift due to emergency operations, the employee shall be eligible for the provisions of Article 9. The Employer shall have the right to disapprove any swap of work dates that would invoke the provision of Fair Labor Standards Act ("FLSA") overtime payment for public safety employees.
- L. An employee shall be excused from duty upon proper relief within the two hour period prior to the end of his shift by his Unit Officer, or member acting as such, or earlier upon consent of the Company officer.

- M. Before scheduling the work hours of any unit, the Employer shall notify the Union 30 days in advance, so that the parties may have opportunity to further discuss any change prior to implementation. The Chief of Fire Department shall have scheduling authority.
- N. Shift exchanges (open-ended swaps) permitted between members shall expire in the event of a transfer to the same shift, or a separation from service for retirement, death, termination or resignation after a swap is made.
- O. Except as otherwise provided in Article 9.H with respect to the specific certifications noted therein, it is the agreed rule that the Employer shall pay its employees for all time spent as a condition of employment to maintain a qualification for the member's classification in classroom instruction, training and/or preceptorship, and such time spent shall be considered as hours of work. This obligation shall not include time devoted by a member to personal study or for remedial studies.

ARTICLE 9: OVERTIME

A. All hours worked in excess of regularly scheduled work days or in excess of the regularly scheduled work period shall be overtime and shall be paid for at the rate of one and one half (1¹/2) times the normal straight time rate of pay. Notwithstanding the regularly scheduled work days and work periods for members of the bargaining unit, in the application of overtime pay the Employer shall also distinguish between employees who are FLSA § 7(k) exempt and employees who are not exempt under FLSA §7(k), with the result that the Employer shall extend overtime pay for all regularly scheduled hours of work within the EMS Division that are in excess of 40 hours in a week. The Employer shall apply General Order No. 46-09 (July 21, 2009) concerning overtime pay for members assigned to the EMS Division, which General Order is appended as a part of this Agreement as Addendum G. The hourly overtime rate shall be paid after an employee has worked for a minimum of fifteen minutes overtime.

The FLSA work period for employees assigned to the 47-hour schedule shall be 24-days and shall begin on January 1, 2014 at 7:00 a.m. (the previous 8-day period shall no longer apply). The pay period for such employees shall remain the same.

- B. Employees called in to work outside their regular shift shall be paid a minimum of 4 hours overtime at the rate of one and one-half $(1^1/2)$ times their normal rate. Any employee called in 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 times $(1^1/2)$ his regular rate of pay only for the time worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. Nothing herein shall be construed to mean compounding of overtime. The Union shall be provided the names, companies and shifts of all employees called back within 3 days of the call back.
- C. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.
- D. A protocol shall be drawn up by the parties before February 1, 2012 setting out the governing rules for the Fire Department's TeleStaff system, and the assignments and

recording of overtime assignments. All call back and overtime assignments shall be distributed equitably between members of the bargaining unit with equalization of the "overtime bucket" desired result. Compensatory time shall be granted in lieu of overtime pay at the employee's request.

- E. No employee will lose pay due to a shortening of the actual hours of work caused by the changing of clocks for the observance of Daylight Savings Time.
- F. An employee whose actual hours of work are extended due to the changing of clocks for the return of Standard Time will be eligible for overtime pay for all work performed in excess of the regular work shift.
- G. The Employer shall issue an MOP as annexed to this Agreement to apply current law to correctly implement the FLSA § 7(K) exemption to personnel who are assigned to the EMS Division. Any revisions to the MOP once adopted shall likewise be submitted to the Union for review and discussions. Publication and receipt of the MOP shall be verified following the procedures for Manual Releases set out in MOP 002.
- H. Subject to the conditions agreed by side letter in negotiations in 2007, by agreement, the City Department of Human Resources (the "DHR") and the Civil Service Commission have the authority to amend the Classification Description for members who hold either (i) a Basic Life Support Certification ("BLS"); (ii) Advanced Life Support ("ALS") Certification as Cardiac Rescue Technician ("CRT"); (iii) Emergency Medical Technician-I (EMT-I), (iv) Emergency Medical Technician-P (EMT-P); or (v) Emergency Medical Dispatch ("EMD"), to require those members to continue to maintain their current level of certification (either BLS, ALS or EMD) as a condition of employment. Members subject to the condition to continue ALS or EMD certification shall be required to recertify or renew their MIEMSS certification, as they may voluntarily elect, either (i) on their own and at their own expense, or (ii) through on-site programs organized and offered by the Baltimore City Fire Department. If an employee elects an on-site program, the employee may be required to report in uniform, all costs associated with that program, preparation and training, shall be paid by the Employer, and the employee shall be credited with one day of additional paid leave as vacation for each day spent in such training and preparation. The employees who are required to complete biennial ALS re-licensure shall have the option to choose to receive one of the following benefit options:

Option 1: Compensatory time credit: Employees who take training at the City's training facility shall receive compensatory time credit in an amount equal to 1.5 times the number of hours in each training course with the expectation that employees choosing this option shall have the ability to earn 108 compensatory hours for the two year re-licensure period (72 con-ed hours x 1.5 = comp hours). It is understood that a course which is scheduled for a set number of credit hours (e.g., six hours) shall be worth nine hours of comp time credit whether the course takes the full amount of time (e.g., six hours) or a shorter period of time (e.g., four hours). The City agrees to give employees some type of 'receipt' of proof of attendance upon completion of a given training course.

Option 2: Monetary Stipend: Employees who complete their re-licensure and present certification of same to the City may choose, instead, to receive a monetary stipend of \$2,700.00. Course may be taken at the City's facility or elsewhere. The City may require certain skills evaluations related to re-

licensure be taken at the City's training center. Members subject to the condition to continue BLS certification shall be offered and complete such recertification within their regular work schedule through on-site programs organized and offered by the Baltimore City Fire Department.

ARTICLE 12: DISCIPLINE AND DISCHARGE

- A. 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 on the form that is referred to in Article 6, Paragraph H. of this Agreement. The employee's choice of which procedure to use to contest the action shall be binding, 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 4 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate and the employee shall be bound by the Union's decision whether or not to arbitrate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with provisions of the MERO 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.
- B. Any employee who, as discipline, is suspended for five (5) 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 H, of this Agreement. If the employee elects to file a grievance, it shall be filed initially at Step 3 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with MERO, Section 32(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.
- C. All other penalties and punishments, including suspension for 30 days or less, shall be as prescribed by the Chief of Fire Department subject to the right of the employee to grieve that action, as set forth in Article 12, Paragraph B, above. Persons suspended under this section who are later cleared of all charges by the Chief of Fire Department shall be reinstated with full back pay.
- D. The Employer shall begin all disciplinary investigations, when it deems such investigations are necessary, no later than fifteen (15) days after the Employer acquires knowledge of the misconduct or event for which disciplinary action is proposed. For the purposes of this Article, the fifteen (15) day period shall start when the Shift Commander acquires knowledge of the misconduct or event for which disciplinary action is proposed.

- E. When an investigation is begun the Employer shall serve a Notification of Investigation (a "NOI") on the employee and the Union. The employee also shall be notified when disciplinary action (charges) are undertaken, so said employee may obtain, consult and have present, proper Union representation during discharge of discipline, except when being charged under MOP 336 Drug and Alcohol Policy.
- F. Employees of the Department shall be entitled to Union Representation at any disciplinary proceeding, or investigation. An employee shall be given ample time and opportunity to request and contact an appropriate union representative to attend an investigatory interview.
- G. Before an administrative hearing, trial board, or grievance hearing is convened, employees placed on charges after the completion of an investigation shall be entitled to copies of the charges, any special reports and all other relevant documents not privileged (as attorney-client communications, attorney work product or deliberative work product) collected or created by the Department during the investigation.
- H. An employee who is charged with a disciplinary infraction shall be entitled to a due process hearing before the appropriate level Referral Officer before such Officer shall recommend any disciplinary adjudication of the charge. The Referral Officer's recommended adjudication of a charge shall not be altered or modified to result in an increased penalty before the final adjudication without a rehearing of the charge at the Review Officer level. When an employee is to appear for a rehearing before the Review Hearing Officer for a suspension, the hearing is to be conducted within twenty-nine (29) calendar days of the referral except when the employee is unavailable. Final adjudication of the charges shall be as prescribed and approved by the Chief of the Fire Department. The employee shall have the right to grieve to challenge discipline, but the filing of a grievance shall not relieve the penalty prescribed.
- I. The Employer shall not drop or suspend health insurance and pension coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less. The Employer shall permit an employee who is suspended without pay for thirty (30) days or less to use accrued leave days to the extent necessary to maintain and pay the employee cost of health insurance premium and pension coverage during the period of the employee suspension.
- J. If the Department has reason to reprimand an employee, it shall be done in a place and manner that is appropriate to the circumstance and not abusive.

K.

- 1. Occurrences that are charged based on a DriveCam report shall have a Period of Reckoning of twenty-four (24) months from the date of the incident reported, at which time the report and consequent discipline shall be expunged from the employee's record.
- 2. Upon the effective date of this Agreement, all prior DriveCam reports and discipline shall be expunged and restarted, except the DriveCam reports and discipline for employees with

five (5) occurrences shall be expunged and restarted and the next offense for such employees shall be a Penalty of \$100.00. For a two (2) year trial period commencing upon the effective date of this Agreement, the progressive discipline sequence for occurrences based upon DriveCam reports shall be as follows:

- Verbal Counseling (documented);
- Written Reprimand;
- Penalty of \$100.00;
- Penalty of \$200.00;
- Five-Day Suspension without Pay;
- 10-Day Suspension without Pay;
- 15-Day Suspension without Pay;
- Demotion or Termination.

At the end of the trial period, the progressive discipline sequence for DriveCam occurrences shall revert to the form in effect prior to the effective date of this Agreement unless the parties agree to extend the trial period.

- L. Continuous duty shall not be used as a form of discipline or punishment.
- M. In discipline and discharge cases, the Employer shall take into account prior cases with similar circumstances before administering punishment.
- N. During the pendency of a charge against an employee, any additional charge shall require an additional hearing.
- O. Any employee who is to appear before the Administrative Hearing Officer as the subject of a disciplinary or discharge hearing may request that the hearing or portions of the hearing be held in executive session.
- P. Any employee of the Fire Department who is subjected to a suspension of thirty (30) days or less may at his/her discretion forfeit a like number of days from his/her vacation bank in lieu of the suspension; provided, however, that at no time may the Employer require any employee to forfeit vacation time as discipline. The choice to use vacation time instead of serving a suspension, without pay, shall be made solely by the employee affected. The Fire Department shall advise the Union when an employee who is subjected to a suspension elects, instead, to forfeit vacation time.
- Q. An employee's opportunity to receive call backs shall not be withheld while a suspension is pending, but not yet served.
- R. The Employer shall continue MOP 336 in effect, or as modified as mutually agreed by Fire Department and the Union; and it shall follow all terms of the MOP relating to preconditions to testing, aftercare and confidentiality. In all cases involving Motor Vehicle Accidents, only the Driver and/or Tillerman shall be tested as the driver/operator under MOP 336-2 (Post Accident Testing). Other personnel may be tested, but only upon sufficient cause to satisfy MOP 336-1

(Reasonable Suspicion Procedure). The record of members with a period of ten (10) years without a second violation of MOP 336 for an off-duty alcohol-related event shall be expunged. The Fire Department shall not administratively issue its own aftercare agreements for violations of MOP 336, aftercare agreements are only to be issued by the Mercy/PSI for proper cause under the MOP.

- S. The Employer shall issue an MOP that states: "All Union employees of the Department shall be entitled to request a Union representative to attend any interview, investigation, hearing or other proceeding that may result in discipline."
- T. Should an investigatory interview be audio or video recorded, the Union and the Employer shall each be given a copy of the same recording.
- U. Effective on and after January 1, 2014, for all personnel assigned to a 47-hour work schedule on a 24-hour basis, when an employee is to be suspended for a period of one or more "days," those "days" shall refer to a twelve (12) hour period of time.

ARTICLE 15: SAFETY AND HEALTH

A. General Principles

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.

B. Protective Clothing and Equipment

- 1. The Employer shall furnish and thereafter maintain at no cost to any employee all respiratory apparatus, gloves, helmets, boots, protective clothing and other protective equipment that are necessary to preserve and protect the safety and health of fire fighters. Protective clothing and equipment shall meet or may exceed Federal OSHA Fire Brigade Standard (CFR 1910.56). In addition, the Employer shall specify the following or better:
 - a. All turnout coats and gloves shall have a lining of Gore-Tex (T/M) or other comparable material.
 - b. All turnout coats shall have an outer shell constructed from Pbi (T/M) (polybenzimidazole) or other comparable material.
 - c. Issue of protective clothing stipulated in Paragraphs (a) and (b) shall be on a replacement basis where it does not conflict with any existing or future local, state or federal statute.

- d. The Employer agrees to maintain sufficient reserves of protective clothes, equipment and station uniforms so that replacement is accomplished on or before 30 days from the date such item is condemned by the Employer.
- e. At the employee's request, the Employer shall arrange for air mask eyeglass kits at cost to those employees that are required to use self-contained breathing apparatus.
- f. The Employer shall provide each 1st line apparatus and ready reserve within the Fire Department with appropriate operable flashlights for all positions assigned to the unit.
- 2. Only personnel adequately trained shall be permitted to perform maintenance and/or repair on self-contained breathing apparatus, except for routine maintenance presently being performed by Department personnel that does not require such certification.
- 3. On a replacement basis, the Employer shall provide and, thereafter, shall, at no cost to any employee, maintain station uniforms that meet non-flammability criteria that are currently accepted in the industry, which shall be 100% cotton or better, unless the parties mutually agree in writing to a modification thereto.

C. Joint Labor/ Management Safety and Health Committee

- 1. There shall be a Joint Safety and Health Committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union, and two members from each local of the Committee will be provided released time to attend pre-scheduled, bi-monthly meetings of the Joint Committee. Reports involving injuries to Local 734, I.A.F.F. members, while working, shall be provided to the Union at each regularly scheduled Committee meeting. The Joint Committee shall make written recommendations for the correction of hazardous conditions or unsafe work methods. Union members of the Joint Committee shall be released from their work obligations in order to attend pre-scheduled Committee meetings, except when granting of such leave would adversely affect delivery of emergency services.
- 2. The Union shall prepare an agenda of the topics to be discussed within seven (7) days of a scheduled meeting so that the Chief of Department, through his/her representatives assigned to attend, may meaningfully discuss and remedy the matters to be presented. The Committee shall file a written report of its meeting within fifteen (15) days after each meeting, to which report the Chief of Department or his/her designee shall respond within thirty (30) days if the Committee has recommended that the Department take a specific action or adopt an express measure.
- 3. On or before October 1, 2017, the Employer shall confer with the Union and after such consultation the Employer shall include a new box on the report form to document IDLH incident Exposure Events. For all Exposure reports, copies of the report form shall be given to the Union, if requested by the Union, within thirty (30) days after completion.

D. Employee Medical Treatment

When a Fire Department physician is not on duty in the Fire Department Infirmary, all employees who are injured or who become ill and who require medical treatment shall be transported (pursuant to EMS. protocol) to the nearest appropriate hospital.

E. Hearing Conservation

The Department and the Union shall work to develop a hearing conservation program for the benefit of all members of the service. Discussions about such a program shall be conducted in meetings of the Joint Labor/Management Safety and Health Committee. The purpose of the discussions shall be to develop criteria to identify work-related hazards and measures to abate or eliminate any such hazards. Another objective of the program shall be to develop a protocol intended to educate members of the Department about work-related hearing problems.

F. Stress Counseling

- 1. The Department shall adopt the MIEMSS protocol (Critical Incident Stress Development Program) to deal with employees' stress resulting from critical incidents and work-related fatalities. The Department shall discuss its understanding of the MIEMSS protocol and steps necessary to abate work-related stress in the regular meetings of the Joint Labor/Management Safety and Health Committee. Any procedures adopted shall be shared with the Committee before implementation.
- 2. Using the Joint Labor/Management Safety and Health Committee, the Department shall explore means to deliver psychological counseling to deal with stress resulting from fire and emergency service on an employee-by-employee basis outside of the City's generally available Employee Assistance Program.
- G. The Employer shall notify the Union at least 30 days in advance of the implementation of any decision to permanently close a unit of the Fire Department. Upon such notice, the Employer shall meet with the Union to consider the likely impact of the action on the safety and well-being of the work force and the effects of the proposed action.
- H. The Department and the Unions shall continue to jointly establish a fitness and wellness program as recommended by the Joint Labor/Management Safety and Health Committee.
- I. The Employer will consider union manufacturers when purchasing uniforms and protective equipment.

J. Mercy PSI

1. The Employer shall continue to have authority to direct employees for a medical evaluation. When an employee is directed by the City to report to Mercy Health Services ("Mercy") for an evaluation, the Department shall disclose to the employee in writing the

reason(s) for the evaluation, and the Employer shall require Mercy 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 Mercy 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 Employer shall, at all times, honor, and require Mercy to honor its employees' confidentiality and privacy rights with regard to medical information and care.

K. Management of Injuries and Illnesses

- 1. The Employer shall have the right to send an employee to a designated physician for an evaluation of an injury, illness or disability sustained within the course of and within the scope of employment for the Department (an occupational injury) and the Employer shall follow the physician's direction regarding the employee's time and manner of return to work.
- 2. Notwithstanding Paragraph J., immediately above, should an employee consult with his/her own physician in connection with an occupational injury, and should that physician conclude that due to an occupational injury the employee should be placed off from work or that the employee's duties at work must be limited, that physician's recommendations shall be honored by the Employer unless it is unreasonable. The physician's orders that are to be followed shall include all warnings and contraindications about the safe use of medications prescribed by the attending physician.
- 3. Where there is a dispute or conflict between the Employer's evaluating physician and the employee's treating or attending physician, the dispute shall be resolved in the following manner: the Employer and the employee shall accept the recommendations of the employee's physician for seven (7) work days, during which the physicians are to consult and attempt to resolve differences as to management of the employee's occupational injury. Should the physicians be unable to agree, then representatives of the Employer and the union shall attempt to resolve the dispute or disagreement as to the employee's assignment.
- 4. Nothing in this section shall in any way alter the rights and provisions of the State's workers' compensation laws.
- L. Notwithstanding anything to the contrary in this Article 15, the protocol set forth in Joint Addendum E regarding disagreements between the employee's attending physician(s) and the physician employed by the Fire Department as to whether the nature or extent of a Non-Line of Duty illness or injury renders an employee unable to perform his or her duties and return to work shall, upon the effective date of this Agreement, also be applicable to disagreements between the employee's attending physician(s) and the physician employed by the Fire Department solely over the employee's ability to return to work from Line of Duty illnesses and injuries.

- M. The parties shall continue in effect Joint Addendum E on Non-Line of Duty Illness and/or Injury (dated July 7, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum E, and the Employer shall continue to observe the terms of Joint Addendum F. When the terms of the Joint Addendum are in conflict with any term or condition of this Agreement, the terms of Joint Addendum E shall supersede and prevail over that other language. Paragraphs 10 and 11 of Joint Addendum are deemed to no longer be in effect.
- N. In Fiscal Year 2018, the parties shall organize a joint Union/Management committee to study recommended safety and protective measures for EMS personnel. The committee may recommend a grant proposal for funds to furnish safety equipment and vests to EMS personnel. The committee shall be expected to complete its assigned tasks by January 1, 2018.

ARTICLE 17: NO STRIKE OR LOCKOUT

- A. The Union and its members, individually and collectively, agree that during the term of this Agreement there shall be no strikes, slow-ups, or stoppage of work, and the City agrees that there shall be no lockout.
- B. In the event of an unauthorized strike, slow-up or stoppage, the City 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 City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.
- C. In the event that such action by the Union has not effected resumption of normal work practices, the 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 Agreement.

ARTICLE 18: MEAL ALLOWANCE

An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of ten dollars (\$10.00).

ARTICLE 21: ACTING OUT-OF-TITLE

- A. Any employee covered by this Agreement who is acting out-of-title shall, in addition to his total annual salary, receive the difference between the total annual salary of the Maximum Level of the acting class and the total annual salary of the Maximum Level of the employee's class. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 H of this Agreement. Acting out-of-title rates shall be placed into effect on a calendar year basis.
- B. Effective January 1, the Maximum Level pay rates that are to be used in computing the premium wage for acting out-of-title shall be the wage rates that were in effect on July 1, of the fiscal year.

- C. An up-to-date and accurate bulletin containing the sanctioned acting out-of-title pay scale to take effect on January 1, shall be supplied to stations in print and distributed on or before December 1, of the prior calendar year.
- D. The new acting out-of-title rate shall take effect on the first day of the payroll period in which January 1st falls.
- E. Any employee who acts out-of-title on overtime or call-back time shall be paid at the acting rate for the overtime or call-back period

ARTICLE 22: TRANSPORTATION

- A. The Department shall develop and implement a plan to provide at its expense and risk, transportation to and from the fire ground for all employees who are covered by this Agreement. Whenever an employee on duty is required to use his personal automobile for the purpose of transportation to and from fire grounds or for other required departmental business, he shall be paid the sum of \$7.50 for such use; provided however that an employee shall not be compensated for use of his personal automobile to and from his home to the firehouse or where his personal automobile is used for his convenience.
- B. Employees shall not be ordered to use their personal vehicles for Fire Department business, nor shall they be ordered to use or enter any personal vehicle of any other person for Fire Department business.

ARTICLE 23: SENIORITY, CALL BACK, LAYOFF AND RECALL

- A. A roster of all members of the bargaining unit shall be compiled and maintained by the Personnel Administrator showing each member of the Fire Department in the order of his length of service with the Fire Department. Company rosters shall be maintained.
- B. Employees called back to duty shall be so called on the basis of company seniority within the appropriate rank, whenever feasible. The officer in charge of field operations shall have full authority and discretion to select companies for emergency call back.

C.

1. The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 30 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 15 days, within which it shall meet and confer with the Union to discuss such an action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of the notice.

- 2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 21 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice also shall reasonably state the reasons for the action, and any rights which the employee may have under the Administrative Manual and Department of Personnel Rules or this Agreement with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
- 3. All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the employee was hired into the Fire Department. Seniority in rank or classification shall be established from the date that the employee was promoted into the rank or classification that he or she currently occupies.

In the event of a tie in seniority, the tie shall be broken on the basis of the Fire Academy final standing or score upon graduation from the Fire Academy.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.

- 4. For the purpose of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an employee who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the employee's favor as if the employee lost no time away from work. Second, should an employee return to the Department after having resigned from the City service or voluntarily transferred from the Fire Department service for more than 6 months, his or her seniority shall begin anew; if less than 6 months, than the employee shall regain previous service time.
- 5. In the event a reduction in force is necessary, the reduction shall proceed in the following order:
 - a. Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.
 - b. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee's date of promotion.
 - c. An employee who is laid off shall be paid for all accrued but unused leave time, including vacation, holiday and retirement leave (employee must be eligible for service retirement), based on the employee's total annual salary as of the date of separation.

- d. All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
- e. Each junior employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
- 6. Any employee who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting out-of-title compensation based on the employee's acting certification. Any employee who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
- 7. If the current salary is the same as or greater than the maximum of the lower grade, the employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.
- 8. The Department of Human Resources shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 24 months after the date of a layoff (unless extended by the Department of Human Resources) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired or transferred (from other City agencies) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City agency, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The employee shall receive no credit for longevity while on layoff.
- 9. Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the Personnel Administrator, or other designated agent of the Fire Department, of any change in address while laid off or reduced in rank. The notice shall be by certified mail, return receipt requested. The employee shall be given 20 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Personnel Administrator.
- 10. Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires,

subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.

- 11. The provisions of this Article shall govern to determine the rights of any employee who is demoted or laid off on or after July 1, 1992.
- 12. In addition to the rules generally applicable to layoffs under Paragraph C of this Article 23, the following additional rule shall apply to the EMS Division. For purposes of layoff and reemployment "AM-205-8, Employee Layoffs" defines "organizational unit." The Fire Department has three (3) or more organizational levels, the level immediately below the agency is normally designated as a bureau. The organizational level immediately below a bureau is normally designated as a division. "Organizational unit" refers to a division. In this instance, the EMS Division is an organizational unit.

All Emergency Medical Service personnel who are to be laid off shall first be offered an opportunity to fill any vacant position(s) in the Fire Department for which the employees are qualified or for which they may be qualified after a period of training. In the event a reduction in force is necessary in the Emergency Medical Service, but there are fewer vacant positions remaining in the Fire Department than the number of employees to be laid off, the vacancies shall be offered in order of seniority going first to the most senior personnel to be laid off from the Emergency Medical Service.

D. No members of the bargaining unit shall be laid off Fiscal Years 2014, 2015, and 2016.

ARTICLE 25: PROMOTIONAL SYSTEM

- A. Consistent with the City Charter, it is hereby agreed that unless ordered to do so by a court of competent jurisdiction, neither the Employer nor any of its constituent agencies will change the present time-in-grade requirements for promotion, nor will they deviate from the present policy of selection of the first candidate on a list, through all grades up to and including Battalion Chief.
- B. Promotion lists shall run for 2 years from posted date and shall not be extended except by agreement of the parties.
- C. Vacancies shall be filled from current eligible lists commencing with the following pay period, and other vacancies as soon as possible. BCFD shall consult with the Union in Labor-Management about beginning a criminal background check before positions shall become vacant.
- D. Promotion lists to be maintained in all grades up to and including Lieutenant, and as soon as possible in other classifications as the need arises.
- E. The Employer agrees that representatives of the Union shall be entitled to meet with the Director of the Department of Human Resources or his/her designee on a regular quarterly basis, at times to be mutually agreed upon, to discuss problems of interest to members of Local 734. This will not preclude further meetings which may be mutually arranged by the parties.

F. The Union and management shall convene a joint committee to review, discuss and prepare educational requirements for promotions within the Department. The joint committee shall complete its written report and recommended educational requirements on or before February 1, 2012, for subsequent review and discussions with Chief of Fire Department.

ARTICLE 26: UNIFORMS

- A. Members will be allowed to wear clean work uniforms, as determined by the Chief, dress uniforms, or civilian clothes to and from work.
- B. The Employer shall maintain and replace uniforms on the basis currently followed. Station uniforms no longer serviceable shall be replaced within 30 days of condemnation.

The minimum issue of station uniforms to all employees on payroll after June 30, 1986 shall consist of: four (4) pair of pants; four (4) short sleeve shirts; four (4) long sleeve shirts; one (1) dress cap; one (1) insulated winter jacket (with zip-out liner); one (1) web-style belt; one (1) belt buckle.

- C. All clothing issued as uniforms pursuant to Paragraphs B and C of this Article shall conform to the standards described in Article 15, Paragraph B of this Agreement.
- D. The Employer shall provide a clothing allowance of \$250 to members assigned or detailed to the Public Information Office.

ARTICLE 35: WORK RULES

A. Snow Removal

Employees shall not be required to remove snow from company quarters from 2400 to 0700 hours, except in the event that snow has accumulated to such depth that the access and egress of fire equipment is impeded, thus requiring the cleaning of Engine House driveways.

B. Watch Desk Duty

Departmental Communications will operate in "Silent Dispatch Mode" between 2200 and 0600 hours effective 0700 hours July 1, 1999 for a six month evaluation period prior to permanent implementation effective 0700 hours January 1, 2000. Thereafter, members will be relieved of attended watch duty between 2200 hours and 0600 hours unless "Silent Dispatch Mode" is canceled by the Officer in Charge of Field Operations.

C. Clean-up

Employees returning from a fireground or other work assignment shall be allowed 15 minutes for clean-up.

D. Each employee who is covered by this Agreement shall be given 10 days' notice in advance of any change in assignment or of any Departmental decision to change their individual shift (including vacation numbers). Any Departmental decision to change an employee's shift will be based, first, on unit seniority on the shift involved and then on battalion seniority on the shift involved, unless the Department can demonstrate unusual and unforeseen circumstances.

ADDENDUM C: WORK SCHEDULES

July 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDICLE



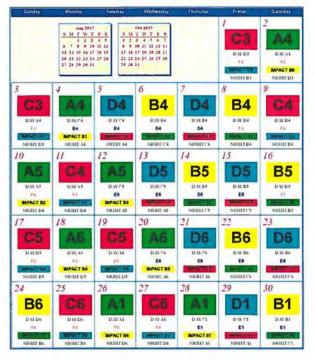
August 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL *714 WORK SCHEDULE



September 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL =734 WORK SCHEDULE



October 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL *734 WORK SCHEDI'LE

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November 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL +734 WORK SCHEDULE

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MPACT 87	A STATE OF THE STA	MPACT BE			Section 1	THE REAL PROPERTY.
MORET DY	NUMBER	NUHT.W	NOHT.M	NUMECA	PERMIC	SERVE
2	13	14	15	16	17	18
C6	A1	C6	A1	D1	B1	D1
D/II/D4	Day or	DWAI	bwn	D.WP1	D.W.81	11/1/21
80	10	10	EI	E1	EI	Et
SERVICE OF	IMPACT 88	MASSE	IMPACT B1	المسما	Land Market	10000
NIGHT 84	NUITE	NOTE DE	NORTAL	NURITAL	NUMBER	NUMERI
9	20	21	22	23	24	25
B1	C1	A2	C1	A2	D2	B2
DWDI	DAYDI	D.O.Y.	D.W. (2	D.W.C2	DW72	D/A.B1
Ri	- 0	FI	+1	EI	EX	E2
NEGHT BI	SERVED DE	SIGHT DI	SOURT DE	NOTE A	NORITAL	SOURCE
6	27	28	29	30	93333	2000000
no.	STATE STATE OF		AT	-		
UZ	B2	C2	M3	62		
D:#/ B3	DAVD2	DWD1	D.11.13	DAYAR		
62	FI	SERVICE DE	IMPACT B4	PE		
			IMPAUL BA			

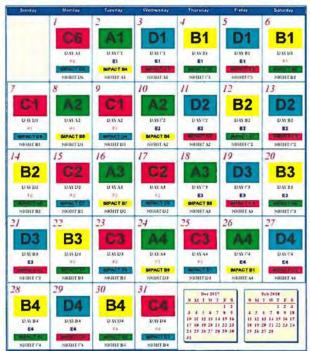
December 2017

BALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDIALE

Sunday	Monday	Tuesday	Wednesday	Thursday	Fielay	Saturday
	Nov 201 S M T W 1 5 6 7 8 1 12 13 14 15 1 19 20 21 22 2 26 27 20 29 3	F S S M	Jan 20 (a T W T F S J 3 J F A 9 19 31 12 13 16 17 38 18 20 23 24 25 24 27 30 31		DAYES ES IMPACT BS INDITED	DI D
B3 DAYBI E3 NKGHTCI	DAYBS ES NEGHT CS	B3 DAVD3 F3	DAYDI FI BANKIT DE NKHT BI	D.W.A.	DWA FEE	DAYPS 64 MPACT BY SIGHT M
DAYCI E4	B4 DAXBA E4	DA DA BA E4	13 B4 BWD4 F4	DADA 54 MINACIDA NGILITEA	DAY 11	DAVAS E4
DATES ES MERCES SIGIETAS	DS DATE ES SMITH	19 B5 DAVES E8	DE DAYES ES	21 B5 DAVD3 F5 SQUIT B3	DADS DADS 12 SBRIDES	D.W.W.
DWAS IN SECULO	DAY CE ES MPACT B2 NOTHE A	26 08 0.000 84 Sadiff.w	B6 DAYB6 E8	DA D	B6 DADE 14	DATES
DAYAN MANATEN NERTEN						

January 2018

BALTIMORE CITY FIRE DEPARTMENT LOCAL +734 WORK SCHEDI LE



February 2018

BALTMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHED/LE

Sunney	Moonley	toesnay	Wednesitay	Thursday	Firelay	Saturday
7 1 14 1 31 2	Jan 2019 M. T. W. T. P. S. 1. T. W. T. P. S. 1. T. W. S. D. 1. T.	5 38 f W T 4 f h f w 11 42 14 18 15 10 19 20 21 22 26 26 27 20 29	y 5 2 3 9 18 16 17 23 24	UNY AS FL BMPACT BZ NIGHT SH	2 DAV.45 F4 NBSHTD4	AS DAY CS ES MPACT BS
4	5	6	7	8	9	10
D5	B5	D5	B5	C5	A6	C5
DAYCS	DAY B5	D.WB3	D.13°D5	D.W.D3	DWite	DW W
ES	ES	Es	FS	FS	FS	71
NEHTAS	NEIHTC)	NIGHT C5	NOTITE BS	NORT BY	NIGHEDS	NEITH DE
11	12	13	14	15	16	17
8.6	DE	B6	De	B6	CO.	A
PAR	DO	DO	DO	DO	Later 1	ALL
U.II Ca	DAY CE	D.11'84	D.WB6	DAY De	DAY D4	DAYAL
MPACT BS	MONATE CAL	Section 1	E .		BOOK TO .	MPACTE
SOURT.M	NOHT.W	NONLCE	NEHLCE	NIOHT B6	NIGHTHA	NIGHT D6
18	19	20	21	22	23	24
C6	A1	D1	B1	D1	B1	C1
DAYAI	DAY C1	DWCI	0:4791	DAY 81	DWDI	DAYDI
F6.	£13	E1	E1	E1	FI	Fi
NIONT De	MPACT BY NIGHT AL	NKHEAL	NOHICI	NIGHTCI	N10H181	NIGHTBI
25	26	27	28		133774	
8.9	100	8.7	Da			
MAG.	0.1	MAG.	DE			
DAVAZ	D.W.42	0.48/63	D.W.C2			
MPACT 88	Manager Con 1	EI IMPACT B9	E2			
NIGHT DI	NIGHT DI	NRDIT-M	NOHIT.42			

November 2018

BALTIMORE CITY FIRE DEPARTMENT LOCAL +734 WORK SCHEDULE

D₃ **B3 B3 B4 B4 C4** C4 20 D₅ **B5** D₅ **B5** DAYES ES **D6 B6** D6 **B6** DAY Bo D.WB6 D'U.C.

December 2018

BALTMORE CITY FIRE DEPARTMENT LOCAL *734 WORK SCHEDULE

Sumlay	Manday	Tsiesilay	Wednesday	Thursday	Tiple/	Saturday
	11 1	Net 2018 M T W T F 8 1 3 3 8 4 7 8 7 10 2 13 14 15 16 17 7 20 21 22 23 24 6 27 28 27 36	Jm 2019 8 M T W T 1 2 3 6 7 8 7 19 13 14 15 16 17 20 21 22 23 24 27 20 29 30 31	11 12 10 19		D (V D4
D.W.AI BIPACT BI NIGHT D6	DAYAI SIGHTON	DAYCE EN MPACT BT SOURT AL	Dt Dt Dt Still U	D.WB1 E1	DA DAWN) E1	B1 BAYD) F) NORTH
D.W.DI	DAVA2 F1 BMPACT BB SKIHTDI	P304ET D1	DAY 12 E2 E2 EPACT E9	D2 DWC2 62	B2 DAYB2 E2 SIGHT C2	15 DWB2 DWB2 C2 NORT C2
B2 D.W.DI	DAY DE SKRITTER	DAVAI	PARTO DE LA COLOR	DAYON EN MORELLAN	D3 DBC) E3	B3 Divers
DWB) E3 NORTCI	24 B3 Div 28 F1	DAY DAY	DAYAL MARKET 83 MIGHT DI	D.W.A.	DWC4 84 MPACT 84 NIGHT, M	DA DAVEA
BA BA BA BA	31 000 84 54					

January 2019

BALTIMORE CITY FIRE DEPARTMENT LIXCAL #734 WORK SCHEDULE

Santa	Manday	Torsital	Wednesday	Thursday	Fieldy	Samuritay
2 3 1 2 9 10 11 1 14 17 18 1	V T F N	B4 • A	C-4	DIVINI FA	CA D.W.O.	DAYES ES IMPACT BS
DS	7 B5	8 D5	9 B5	10 C.5	NICHT DA	12 C5
DAYCE E4	E4 E4	D:11/B1	D.W.D.S	DAVD1	DAYAS SHACT B7	D.WAS
3 A.B.	14 D6	15 B6	16 D6	17 B6	18 C6	19 A.1
DAYCE ES MPACT BE NUMBER AS	E4 STRILLAL	DAYB6	DAYBS	DAVD6 #s	D/M/DN F4 NAME DE	DAVA1
C6	21 A1	22 D1	23 B1	24 D1	25 B1	26 C1
DALAI FE NORT DE	BAYER EI BAPACTBI	EN CI EN	DAY BI E1	EAVEI ES	DAVI E) SOSHED	D.W.D.I
A 2	28	29 A2	30 D2	B2	5 N T	2019 W I F S 6 1 8 2 6 1 8 17 16 10 21 22 23
MPACT BZ	NUMBER	MPACT B3	ISSUIT A2	NORTH C2	24 15 26 1	

February 2019

BALTIMORE CITY FIRE DEPARTMENT LOCAL *734 WORK, SCHEDICLE

Sunday	Monday	Tuesday	Wednesday	Thursday	Fretay	Saturday
	3 1 1 W T 4 1 2 3 4 1 8 9 10 13 14 15 16 17 29 21 22 23 24 27 20 29 30 31	F 5 9 M 4 6 11 12 9 3 1 10 10 10 11 1 25 26 17 10	Mar 2819 T. W. T. F. S. 9 S. T. B. 9 12 c3 14 25 16 49 20 24 22 23 26 27 28 29 38		D.V.B2 B2 SIGHT C2	B2 DAY D2 E3
3	4	5	6	7	8	9
DAY D2 F2 7/64 NIGHT B2	DAVAD ET MPACT BA	D.W.AD	DITO	D3 DAYCS CS REGISTRAL	B3	D.O. B.) D.O
10	11	12	13	14	15	16
B3	DAYD) F1 NIGHT ID)	DAYA) MPACTES NUMBER NUMBER	DAVA4	UAVCA EA SAPACT B7 NIGHT M	D.11/C4 E4 NIGHT.14	DAYB4
17	18	19	20	21	22	23
DAY B4 E4	B4 D.WD4 F4	DAYDA FA NXHI BA	DAVAS F4 SMPACT BB SIGRIT D4	DAYAS F4 SIGRIT D4	DAYCS ES BAPACT BS	D.S. D.W.CS E8
24	25	26	27	28		
B5 DAYBS ES	D.AYB5	B5 BAYDS	DAYDS FE	DALAS DALAS MPACTES		
NIGHTCS	NIGHTCS	NIGHT BS	NERTES	NIGHT DS		

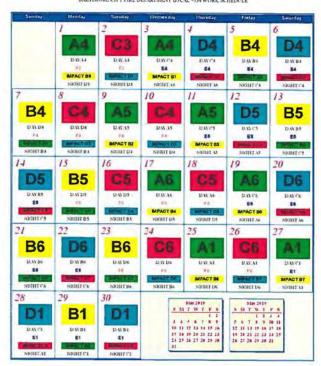
March 2019

BALTIMURE CITY FIRE DEPARTMENT LOCAL *714 WORK SCHEDULE



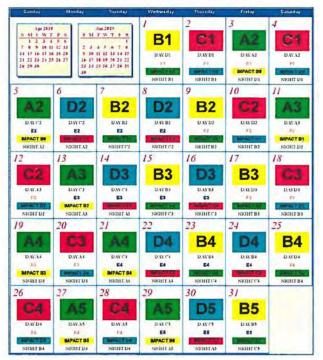
April 2019

BALTMORE CITY FIRE DEPARTMENT LOCAL *734 WORK SCHEDULE



May 2019

BALTIMORE CTLY PIRE DEPARTMENT LOCAL =734 WORK SCHEDULE



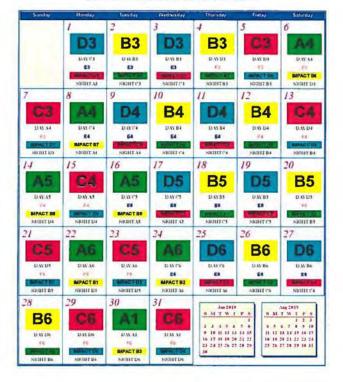
June 2019

BALTIMORE CITY FIRE DEPARTMENT LOCAL *734 WORL SCHEDULE

Sumlay	Monday	Tuesday	Wedresday	Thursday	Finley	Samuelay
	12 1 19 2	Sin 2017 3 T W T F S 1 2 3 4 5 7 8 9 10 11 3 10 10 10 10 10 3 10 10 10 10 10 21 32 23 24 25 7 20 29 30 31	3 M 3 W T 1 2 3 4 7 9 9 10 11 24 25 14 27 18 23 23 24 25 28 29 58 31	5 A 12 13 19 20		DAYBS ES
B6 DAVDS F5 NORTBS	D.WD5	DAYA6 FA MPACT BT NKHIT DE	DAYAGE FA	DIXC4 E8 MPACT BE NIGHT M	DANCE ES	B6 D/W B6 E6
DAY86 E8	B6 DAYD6 P4 NKHIT B6	DAYD6	DAYAI BANAI	D.W.AI	DAYCE BI BAPAGY BI SOCIET AS	DAWCI BI
B1 DAY SE E1	Disputer Ey	B1 D.W.D.I FI	D.W.DI	DAYAZ PH IMPACT BZ INSCRETED	DAYA2	DWCS E2 MPACT BS
23 D2 DAY 72 E2 SSORTA2	24 B2 DAYB2 E2 NKHITC2	D.D. D.W.B.Z. E.Z. NIGHT C.Z.	26 B2 D.N'D2 \$2 NXHIT B2	DAVD2	DAYAD FI MPACT M NESHT DI	29 DWAI
DAY CO						

July 2019

BALTIMORE CITY FIRE DEPARTMENT LOCAL +734 WORK SCHEDULE



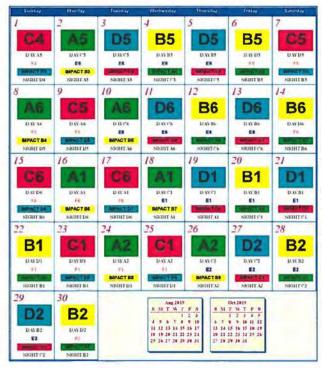
August 2019

BALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDULE

Standay	Unnited	Tuesday	Wednesday	Thursday	Friday	Saturitay
	242919	Nep2819		1	2	3
	RATWIN	SMTWI	y s	0.4	D4	D4
	1 2 1 1 5 6 1 0 10 11 12 13	1 2 3 4 5		19.1	Di	B1
	5 16 17 10 10 28 2 23 24 25 26 27	22 23 24 25 26		DWC1	DWC1	10.001
	9 30 31	29 38	27 28	E1	Ef	Et
				MPACT B4	NIGHTAL	laght Ci
4	5	6	7	8	9	10
104	D4	100	100	75.4		
D1	B1	C1	A2	CT	AZ	D2
DWBI	b.wbi	D.W.DI	PWAZ	BAYA2	DOT2	12.0072
E1	27	EI	80	44	EZ	61
NUITEI	NEGHTBA	NIGHT BI	BAPACT 95	SEPART DE	IMPACT BE	
	1000000		NUMBER	MOILL DI	NIGHT U	NORTAL
11	12	13	14	15	16	17
B2	D2	B2	C2	A3	C2	Δ3
			Section 1999	1000		-
D/I/.93	D// B2	D:W D2	PADI	DAYAS	DWAI	D.M.C)
A SHAME AND A	militario car	William IV.	THE REAL PROPERTY.	BMPACT B7	THE ACTOR	MPACT BE
MORE PLAN	NKIRT C2	NEGITT B2	SWIFT #2	MORET D2	SIGHTOD	NORT U
18	19	20	21	22	23	24
D3	B3	D2	B3	00	AA	C3
D3	D3	Da	Do	C3	44.0	100
D.W.C3	D.W.B3	DWBI	DWDI	DW III	DAYA	DAY-14
E3	EI	E)	11	11	MPACT Se	CT.
SMIITA)	NIGHTCA	NOSETTE	NACHTEL	STORE BY	NORTE	SACHITUR
25	26	27	28	29	30	31
0.4	DA	D4	DA	D.A	10.4	A.P.
144	D4	B4	U4	B4	6.4	Ab
D.W.C4	D.W.C4	D.WB4	DAY84	DAY D4	DAYD4	D.W.45
E4	64	E4	E4	64	44	+4
MPACT 81			Market Committee		No. of Concession,	IMPACT BS

September 2019

BALTIMORE CITY FIRE DEPARTMENT LOCAL 4734 WORK SCHEDICLE



October 2019

BALITMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDA LE

Sunday	Mankey	Timestay	Wednesday	Thirting	Friday	Saluntay
- Sub	2419	1	2	3	4	5
5 M T		00	A 2	0.9	0.2	D3
1 7 16	11 12 13 14	CZ.	410	U.C.	PAGE	US
22 23 24 3	18 19 20 21 26 26 27 20	DAY D2	D.W.A1	DWAI	10.00.01	DD C1
29 30		THE REAL PROPERTY.	BAPACT B1	PI SHOW THE	MPACT B2	E1
		NIGHT B2	NOTE IN	PROBLEMS	NULLTA	NUMBER
6	7	8	9	10	11	12
B3	D3	B3	C3	A4	C3	A4
n or B1	DAYBE	D.W.D.I	DAYD)	DAY34	DAVAA	DWC4
63	E1	1.9	12	71	93	EA
SIGHT CI	NORTCE	NUCHT B)	NOBITE)	NIGHT DJ	NORTH	MPACT B4
13	14	15	16	17	18	19
D4	B4	D4	B4	C4	A5	C4
DAYCE	DAYDO	DAYB4	DATE	D47.04	D.07.43	DAVAS
EA	E4	E4	71	F4	+1	54
STIGHT M	NOTEC4	800HLC1	NOMET B4	SQUITB4	MPACT BS NUMBER D4	NIGHT DA
20	21	22	23	24	25	26
A5	D5	B5	D5	B5	C5	AG
D.M.CS	DAYCS	DAYBS	D/II/B1	para	DAYDS	D.W.34
ES	ES	Es	ES	. 75	n	FI
SIGHTAN	AKIIIT. O	MOHTCA	RESTRICTED IN	NIGHT BS	NIGHT B5	MPACT BY
27	28	29	30	31		
C5	8.0	D6	B6		S M T	
60	140	De	D0	D6	3 4 5	6 T 8 T
D.W.M	D.W.Ca	D.W.C.	D.W.Bi	OWBS	10 11 12 17 10 19	10 14 15 16
THE PERSON NAMED IN	MPACT BE	EN	EI	£1		27 20 21 Jo
SQUITES	NEGHT.	SIGHTA	SERRITCE	NIGHT C's		

March 2020

BALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDULE

B4 D4 10 11 13 **B5 B4** D.WD4 0.07.05 MPACT DE NETHT D4 NICHTE **B5** D₆ D5 A6 D.W.D. **B6** D₆ **B6** A1 DAS BE Es 30 31 5 31 F W T F 3 Apr 2010 8 56 1 W 7 9 8 1 7 9 4 5 6 7 8 8 10 12 95 10 15 16 17 18 19 70 21 12 23 24 25 26 21 28 29 38 **B1 D1 D1** 2 3 6 5 8 7 8 9 30 31 12 13 14 15 16 27 16 19 20 21 22 23 34 22 20 27 28 29 DATE DAYBI E1 E

April 2020

BALTIMORE CITY FIRE DEPARTMENT LOCAL *734 WORK SCHEDULE

Similar	Montag	Tuesday	Wednesday	Thirkday	Fielay	Salunday
Nie tot		1. 1010	1	2	3	4
N A1 T W 1	V 5 5 31	TWTF8	D4	17.4	Air	-04
1 2 3 4 : 1 7 10 11 1		1 6 7 8 9	B1	1531	AZ	C1
15 16 17 19 1	W 28 21 10 11	12 13 14 15 16	DAYDI	D.W.DI	DWA	D.W.12
29 29 21		19 20 21 22 23 26 27 20 29 30	41	P3-	23	21
200	31	-	Maria de M	Constall	IMPACT BZ	BEFACED
_	Tu	-	SKHIBI	NACHET DE	NGHT DI	NUITO
5	6	7	8	9	10	11
A2	D2	B2	D2	B2	(2.2	A3
-	22	DZ	20	DZ	U.E.	200
D.11 C2	DW-6.5	D W.B1	D.15 B2	D/0/01	DWD1	11.11.11
MPACT B3	E2	£2	E2	F2	F2	(1)
STORT AL	SHORTAL	NIGHT (*2	800017/2	18 THOSE	NEGRET BJ	NORTE
12	13	14	15	16	17	18
			-	-	The state of the s	
C2	A3	D3	B3	D3	B3	C3
D.W.AJ	DAYCE	p.n/cs	D/2.91	D.W.B.t	DAYDI	DAVDE
15	El	Es	E3	EX	F3	115
WEAT TO	MPACT B5	1		Street, a	1.004	100
NEGHTDI	samm.u	SIGHTAL	NEHTT)	SHOREGI	SHIRT B.)	SHIEFT BY
19	20	21	22	23	24	25
A4	C3	A4	D4	B4	D4	B4
D.W.44	U.W.M	DAYC4	D/V/C4	U.IV84	D 0 84	D.M D4
IMPACT BE	BRESCI DE	MPACT 87			-	PERSONAL PROPERTY.
MONTON	NEHITED	SRIITAI	NEBITAL	SHIRT CA	NORT C4	ramer a
26	27	28	29	30		
100.00	4.5	100.0	4.0	DE		
C4	MO	C4	AD	D5		
D.W.D4	D.03.45	DWAS	DWGs	D.W.C3		
FE	14	Fa	Es	68		
SEACT DE	IMPACT BE	N	MPACT 89	汽 中面 对正键解		
SHIRITE4	SHIRTDA	NEBELDA	SHORTM	SERRITAN		

May 2020

B ALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDITE



June 2020

BALTIMORE CITY FIRE DEPARTMENT LOCAL #734 WORK SCHEDULE

Sunday	Monitay	Toestray	Westverillag	Thursday	Fister	Sames
	1	2	3	4	5	6
	D3	B3	D2	B3	100	8.4
	DS	БЗ	DS	D3	63	2009
	DW.C3	DATES	DWBE	D IV D)	DWD	D31.44
	E)	63	E3	P3	FI.	IMPACT B
	SIGHT.O	Same	CATION	ed thinks	(BIHITE)	SSBILD
7	8	9	10	11	12	13
10.0	8.4	DA	D4	DA	D4	100.0
00	NAME	D4	B4	104	B4	C4
0.07.14	D.W.C4	UWC4	DATE	D.W.B4	0.0704	E1 15 E14
HATSANA I	MPACT B1	E4	E4	EA	79	F-4
NIGHT DA	MIGHT 14	NEGHT VA	SQUIT'C4	NUBSTCA	NEGIT B4	NEBRIT BA
14	15	16	17	18	19	20
AR	G4	AS	D5	B5	DS	B5
200	1	4.4	50	DJ	55	Do
DWAI	D.W.45	10.00	DWG	DAY BY	DATES	DWDS
MPACT B2	14 mm (16)	BMPACT B3	E 6	6.0	E9	75
NESTETA	NEGHT D4	SIGHT AS	POGITTAS	Idont Ca	SMIRE	STORE BE
21	22	23	24	25	26	27
C5	AG	C5	A.C.	D6	B6	D6
.00	20,00	100	9500	De	DO	DO
DATES	D.W.16	D.W.46	DIVE	DAVES	DWBs	DAVB4
I MARCE DA	MPACT B4	PRINCEPOR	MPACT BE	E4	10	E1
SECRETAR	NEHTUS	мингрэ	NEHT A	WHITE.	SHIRE	NUMBER
28	29	30		May 2020	Jul 2020	
B6	C6	0.4	N I	MINTYS	SMTWF	F M
DO	Print.		3	1 2 4 2 4 5	* * 7 * *	
DAYDS	DAY DI	DWAI		10 12 13 14 15 16 18 19 20 21 22 23	12 13 14 15 16 19 20 21 22 23	
F6	ENVACE DE	MPACT BE	24.2	9 34 37 18 19 38	26 27 28 29 38	
	NOTHER BA	MIPACT BE	31			

Dec 2018 81 A2 A2 C 82 02 D2 A3 A3 3 8 D3 D3 104 82 83 83 84 84 U A4 A4 Mo We ô We £ A5 AS S A6 Nov 2018 84 04 D4 A5 A5 3 82 05 9 A6 90 AI 90 9 Mo We S £ 90 3 A6 A6 90 AZ 9 98 98 A1 U A1 C 81 A2 Oct 2018 85 9 90 90 A1 8 B6 A1 U 81 81 A2 D2 U 01 Mo We Mo Su 2018 IAFF Local 734 Baltimore City Fire Department EMS Schedule 02 A3 A3 8 83 83 D3 D3 A4 A4 82 D2 3 2 5 84 1 D4 Sep 2018 01 A2 A3 හ 3 83 83 D3 D3 A4 5 C4 D2 A3 84 AS 85 A4 84 04 A5 S Mo We Mo W We ۲ Th. Sa S 2 Su AG D3 85 D4 D4 A5 A5 85 92 A6 90 S 05 90 90 Aug 2018 S 90 B6 C A4 04 A5 AS S 85 85 90 50 A6 9e 90 90 98 3 98 90 90 A1 A1 We S We Wo å We £ Sa Su 2 £ 2 Su Sc 90 AB 90 90 90 98 98 90 A1 81 01 A1 C 81 01 A2 A2 D2 A3 Jul 2018 A6 90 9 10 A2 D3 90 98 98 90 A1 A1 U U 81 81 01 A2 82 82 D2 D2 A3 A3 83 C 2 3 3 Mo 9W We Mo We S We 3 Su 2 Su 2 £ £ Sa H Sa Su 2 H A2 Jun 2018 D2 D2 A3 A3 U 8 83 83 D3 03 A4 A4 2 B4 D4 A5 85 B4 D4 A5 S 2 S 82 82 D2 D2 A3 A3 U 3 83 83 60 D3 A4 2 5 84 D4 D4 A5 05 05 A6 A4 A5 85 84 S CS Mo We Mo We Wo Su 2 W ۴ 25 ù. 3 Sa A5 85 A6 May 2018 85 D5 93 98 S S 05 A6 93 98 90 90 84 05 90 D4 A5 A5 85 85 05 A6 A6 90 90 90 A2 CS S 98 98 A1 A1 01 A2 C U 81 B1 01 Mo We Mo We 2 Mo We 2 S S H Sa S F Sa S 86 90 90 A1 A1 81 01 10 A2 A2 2 82 82 02 D2 A3 A3 B1 83 C Apr 2018 90 1 A3 90 D1 A2 A2 2 2 82 02 A3 3 A1 81 81 82 02 9 83 03 D3 A4 Mo Mo We Mo We Mo 2 We Su 2 Sa F Sa Su Z 82 83 D2 D2 A3 A3 3 B 83 D3 03 A4 5 2 84 D4 D4 A5 A5 CS D5 9 A4 B4 CS 85 D5 AG Mar 2018 02 A3 A3 83 83 D3 D3 A4 44 2 2 B4 84 AS CS D4 D4 AS CS 85 98 85 05 D5 A6 A6 Mo Mo We We We ۲ å We Sa 25 D5 05 D4 85 90 98 90 A1 D4 A5 85 A6 A6 90 98 90 A1 U 81 01 10 U 81 C Feb 2018 A5 05 A6 A5 S CS 85 05 AG 90 9 98 98 90 90 01 D1 2 82 A1 A1 U U 81 AZ B1 A2 B2 Mo We We £ 2 £ A3 A3 A2 AZ S 82 82 D2 D2 2 C3 3 Jan 2018 A2 C5 B2 B2 02 02 A3 A3 83 83 D3 2 D4 2 3 3 A4 A4 2 Mo 10 We We 2 Mo We Mo 24 We B 14 Su 23 Tu Su £ 18 Th 25 Th 2 20 Sa Sa Sa 2 Sa Su H 26 13 19 27

2019 IAFF Local 734 Baltimore City Fire Department EMS Schedule

													-	-	-							- 1	-								-	
119	1	B4	D4	D4	A5	AS	S	S	82	85	05	DS	A6	A6	9	9	98	98	90	90	A1	A1	IJ	IJ	81	81	10	01	A2	A2	C	8
Dec 2019		D4	A5	A5	S	CS	85	85	D5	D5	A6	A6	90	93	98	98	9Q	90	A1	A1	C	C	B1	81	D1	01	A2	A2	C	7	82	82
6		3	Mo	Tu	We	Th	F	Sa	Su	Mo	T	We	Th.	F	Sa	Su	Mo	1	We	£	Ŧ	Sa	NS.	Mo	2	We	£	F	Sa	Su	Mo	2
6		90	A1	A1	ם	CI	B1	B1	D1	D1	A2	A2	C	2	82	82	D2	D2	A3	A3	B	3	83	83	03	03	A4	A4	52	C4	84	
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2020 IAFF Local 734 Baltimore City Fire Department EMS Schedule

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May 2020	IA)	05	A6	A6	90	90	98	98	90	90	A1	A1	CI	C	81	B1	D1	D1	AZ	A2	2	22	82	82	D2	D2	A3	A3	C3	8	B3	83
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2018 IAFF Local 734 Baltimore City Fire Department Suppression Schedule

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ADDENDUM G: GENERAL ORDER ON OVERTIME

BALTIMORE CITY FIRE DEPARTMENT

GENERAL ORDER NO. 46-09 (REVISED) (p. 1 of 3)

July 21, 2009

Subject: Overtime Pay For Members Assigned To The EMS Division

Policy Statement:

Beginning July 8, 2009, all sworn members of the Baltimore City Fire Department who are assigned to the Emergency Medical Services Division and working as field providers on EMS units will receive overtime pay for hours worked in excess of 40 hours per week. EMS officers working in the field and members assigned to suppression units who are on 1800 hour details are included. These members will continue to perform fixefighter duties when necessary, but their primary job will be to staff field EMS units.

For purposes of the calculation of overtime, this calendar week began at 1700 hours on July 7, 2009 and will continue to begin each Tuesday afternoon at 1700 hours and will end on each Tuesday afternoon the following week at 1659 hours.

The current labor agreement with the unions outlines an annual rate of pay for an average of 42 hours per week, or 2190 hours per year. For purposes of calculating overtime, the annual pay rate for each member will be determined by dividing the annual pay rate outlined in the various labor agreements by 2190 hours to arrive at the hourly base pay rate.

The current labor agreement base pay rates are based on an average of forty-two (42) hours per week of work. Under this policy, each member will be paid an additional ½ hour of pay for the forty-first (41st) and forty-second (42st) hour worked during each calendar week. Overtime worked in excess of 42 hours in each calendar week will be compensated at one and one-half times the normal hourly rate.

Example: Assumes the 42 hour average work week and base pay of \$30 per hour.

Hours Type of Pay	Base Pay	Overtime
1-40 Base pay	$40 \times $30 = $1,200$	
41-42 Base pay + half-time	. 2 x \$30 = 60	$2 \times $15 = 30
43-48 Time-and-a-half		$6 \times $45 = 270$
Total	\$1,260	\$300

For example, if a qualified member works a total of 48 hours in a calendar week, the member will be due an extra one hour of base pay for the first two hours of work and 1 ½ times base pay for the additional six hours over forty two hours. If the member's normal pay rate is \$30.00 per hour, this works out to an extra \$15.00 an hour (or half-pay) for each of the first two hours and \$45.00 an hour (or time plus one-half) for each of the remaining six hours, or a total of \$300 in overtime pay for that week.

In order to be qualified for overtime pay, all hours must be actually worked. Various types of leave (vacation, sick, compensatory time, etc.) are disqualifying hours for purposes of overtime eligibility. Members assigned to suppression units and continuously detailed to the EMS division in excess of and including one complete payroll period (14 calendar days) also qualify for overtime under this policy as long as all the provisions of this policy are otherwise met.

(continued)

Procedure Statement

In order to record the overtime hours for FLSA that were worked based on the Policy Statement above each person's time worked must be reviewed by the payroll supervisor each pay period to determine the number for eligible overtime hours based on the person's scheduled work shift. The scheduled work shift starting and ending point changes each pay period due to the work cycle being different from the payroll period.

Currently Etime Payroll does not have a specific Pay Code for the scheduled shift hours worked for hour 41 and 42 to pay an employee the additional half hour over their straight pay. The only way to calculate this is to review the employee's work hours each week and determine the number of total hours that they worked over the 40 hour minimum. (This would include any additional time worked, additional shifts worked and the employees regular scheduled shift hours.)

REMEMBER THE HOURS OF WORK CAPTURED MUST BE FROM TUESDAY 1700 TO TUESDAY 1659 HOURS FOR EACH CALENDAR WEEK.

Calculating Overtime Under FLSA

To calculate an employee's overtime under PLSA please follow the following steps:

- Step 1: Determine total number of hours employee worked weekly.
- Step 2: If the employee worked in excess of 40 hours in a given work week, at that point then subtract 2 hours (for hour 41 and 42) from the total number of hours worked. For Etime payroll calculate 20 minutes each for hours 41 and 42 (total of 40 minutes)
- Step 3: Do this calculation for both Week 1 and Week 2 of the given payroll period and then add the hours up for both weeks for hour 41 - 42.
- Step 4: Add the remainder of hours that is in excess of 42 hours worked in a normal scheduled work week to come up with the total hours to enter into Etime payroll system.

*Please note that any additional shifts or call backs worked or hours worked when members are held over beyond their regular work day will not be calculated into the FLSA overtime and not charged as per this procedure, but will still be recorded in Etime Payroll as overtime worked.

Making Entries Into Etime

- Step 1: Enter a separate line at the end of the pay period.
- Step 2: Enter a Pay Code of "Fire FLSA OT @ 1.5" with the total hours recorded in the Amount Column and the following account code as above in the Transfer column.

 (1001-000000-3190-308780-601065) (This entry is the number of hours which is like entering Over Time hours. Etime will calculate the dollar amount to be paid.)

 This is a total of hours calculated above for FLSA. For example, if the regular worked hours were 48 for each week of a given payroll period, the total FLSA OT in this entry would be 13 hours and 20 minutes. (This is 6 hours and 40 minutes per week for the 8 hours over 40 hours). Hours 41 and 42 at half time, converted to 20 minute increments for a total of 40 minutes and then multiplied times the 1.5 overtime rate; and hours 43 to 48 at 1.5 overtime rate.

(continued)

Making Entries Into Etime (continued)

Again if the employee works any additional shifts in a given payroll period, their time is considered as time worked and should be recorded in Etime Payroll as a Pay Code of "Overtime @ 1.5" with the appropriate hours worked recorded in the entry on the date line.

<u>Please Note:</u> If there are any problems or concerns when applying this to the payroll or after the payroll is submitted and/or paid please report it through email via Etime Payroll to "BCFD.Etime" to record the concern and BCFD Payroll/HR Office.

by order or,

AMES S. CLACK

Chief of Fire Department