

***MEMORANDUM of UNDERSTANDING***

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***FISCAL YEARS 2020-2021***

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***Between the***

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



***MAYOR AND CITY COUNCIL OF BALTIMORE  
MASTER CUB AGREEMENT PART A  
UNIT II***

***(Supervisory)***

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**CITY UNION OF BALTIMORE, UNIT II**  
**FY 2020-2021**

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

A. Subject to any limitations of existing law and the provisions of Section B below, any grievance, defined in the Municipal Employee Relations Ordinance Article 12 (1-1g) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner. It is understood and agreed that the supervisor or manager who attends the meeting at each step of the grievance procedure has full knowledge of the grievance and has the authority to remedy the grievance.

Step 1. The aggrieved employee, designated steward and/or CUB representative, shall normally discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) calendar days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2. If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be filed with the employee's next highest supervisor within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the aggrieved employee and designated steward and/or CUB representative within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and CUB in writing within ten (10) calendar days thereafter.

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

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

(a) Within ten (10) days of receipt of the Union's written intent to arbitrate the issues involved in the grievance, the Labor Commissioner shall, consistent with the Federal Mediation and Conciliation Service (FMCS) procedures, request a panel of arbitrators from the FMCS. Within ten (10) days after receipt of a panel of seven names obtained from the FMCS, the parties shall alternately strike name from that panel until one

name remains who shall be the arbitrator. The first strike made in selecting an arbitrator shall be alternated between the Union and the employer from case to case.

(b) The arbitrator shall conduct a hearing on the merits and issue a decision to the Employer and CUB. The arbitrator shall not have authority to alter, modify, add or subtract from any of the terms or conditions of this Agreement. The arbitrator's decision shall be final and binding pursuant to the Municipal Employees Relations Ordinance (MERO), except with respect to grievances involving employees in the Police Department, in which case subsection (c) below shall apply.

(c)

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

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

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

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

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

D. If the finding or resolution of a grievance at any step of the procedure is not appealed within any of the prescribed times herein, said grievance will be considered settled on the basis of the last written answer provided by the Employer, and there shall be no further appeal or review. Should the Employer not respond within any of the prescribed times, the grievance will proceed to the next step.

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

F. The Union shall be the exclusive representative in all grievance matters under this Agreement.

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

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

I. No reprisals of any kind shall be taken by any party involved in the grievance procedure. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

J. Grievances arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be filed at step 3 of this article. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.

K. Should discipline be imposed on an employee while a previous disciplinary action is pending, the parties shall discuss and agree on whether it is appropriate to hear the first disciplinary action prior to the second or merge the two disciplinary actions and have both heard in the same proceeding. If no agreement is reached, the two actions will be merged and heard in the same proceeding.

L. Notwithstanding the other provisions of this Article, the parties agree that there are various grievances, especially routine disciplinary matters, where the employee, the Union and the City are best served by establishing an arbitration process which will provide a more prompt, efficient and cost-effective method of handling such cases. The parties have, therefore, agreed to the following process which will be followed when the Union and the City mutually agree to do so:

1. The parties shall agree on a list of no less than 3 and no greater than 5 arbitrators who shall serve as Summary Arbitrators. Once selected, the Arbitrators shall be advised that they have been selected as members of this panel and shall be sent a copy of this section which sets forth the process which will be followed.

2. A list of Summary Arbitrators will be compiled in alphabetical order and selection of these arbitrators shall be rotated.

3. Procedure: Within twenty-one (21) days following the receipt of the City's Step 3 answer, if the Union decides to proceed to arbitration it shall determine whether it wishes to follow the Regular or Summary Arbitration Procedure and advise the Labor Commissioner. If the Union chooses Summary Arbitration, the Labor Commissioner shall have seven (7) calendar days to decline Summary Arbitration in which case the matter shall proceed to Regular arbitration. Assuming there is no objection to Summary Arbitration the matter shall follow the process in this section.

4. Once a grievance has been designated for Summary Arbitration, the parties shall contact the next arbitrator on the list of Summary Arbitrators. If the next arbitrator is not available to hear the case within a reasonable period, the parties shall go to the next arbitrator on the list and determine his/her availability. The parties shall continue the list for subsequent cases.

5. Hearings:

(a) The Union and the City shall present their respective cases using a representative of their choosing. It is the intent of the parties for the hearing to be informal and without briefs or transcripts. Upon mutual agreement at the close of a hearing, the parties may agree on filing a short written statement to address one or more issues if that is deemed appropriate.

(b) The Arbitrator shall be responsible for conducting the hearing consistent with the normal guidelines for arbitration cases. The Arbitrator shall have the responsibility for assuring that the relevant evidence and facts are brought forth by the parties and that the hearing is a fair one.

(c) After hearing the evidence and any closing statements by the parties, the Arbitrator shall render his/her decision within four (4) workdays following the date of the hearing. The Arbitrator's decision shall be in writing but the Arbitrator may issue a one or two sentence opinion in order to meet the time requirement herein, and then follow that opinion with an opinion setting forth the basis for his/her findings. It is the intent of the parties that the final opinion by the Arbitrator should be short and succinct and not exceed a few pages.

(d) The authority of the Arbitrator shall be the same as provided for in Article 8A, Step 4(b).

(e) The Arbitrator's decision shall be final and binding upon the parties, but any decision rendered under this Summary Arbitration Procedure shall have no precedent and shall not be cited as precedent in a subsequent case.

6. Costs: The parties shall share equally in the cost of any arbitration proceedings under this section.

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

A. Discipline - Disciplinary action may be imposed upon employees only for just cause. If the Employer has reason to reprimand or otherwise orally counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Employer must impose a disciplinary action not later than thirty (30) days after the Employer knew or reasonably should have known of the misconduct for which the disciplinary action is being imposed, or within thirty (30) days after the completion of an investigation which shall be conducted in a reasonable period of time.

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

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

2. In the event an employee, except an employee of the Police Department, who has completed his probationary period is discharged, reduced in pay or position, or suspended for more than thirty (30) days, such employee and/or his CUB representative may request an investigation by the Civil Service Commission or may initiate a grievance pursuant to the provisions of Article 8 at step 3. Upon the employee and/or his CUB representative electing either the Civil Service Hearing of the Grievance Procedure, such election is irrevocable. If a Civil Service hearing is requested by the employee and/or his CUB representative the Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer. The Civil Service Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

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

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

4. Employees whose suspensions or terminations are reduced and/or overturned will be reimbursed within two (2) full pay periods, subject only to those cases which must go through the Board of Estimates, in which case such employee will be reimbursed within two (2) full pay periods following Board approval.

5. Issuance of Discipline and Attendance at Grievance Meetings: It is agreed that the supervisor or manager who is responsible for imposing discipline shall sign the disciplinary form or letter. The City's representative at each step of the grievance process shall include a supervisor or manager who has full knowledge of the grievance and the authority to modify the discipline, if appropriate.

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

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

E. Where a police commissioned City employee (i.e. Special Traffic Enforcement Officer, Parking Control Agent) acting within the scope of his/her employment is charged with a criminal offense or is named as a defendant in a civil lawsuit. The City Solicitor will determine whether to provide such employee legal representation through the Baltimore City Law Department, or whether to indemnify the employee if he/she has obtained his/her own counsel. The decision to provide an employee legal counsel will be determined on a case-by-case basis and in the sole discretion of the City Solicitor. In no event will an employee who has been adjudicated "guilty" of a criminal offense or

who receives a verdict of probation before judgment (PBJ) be entitled to reimbursement for costs associated with his/her criminal case, including reimbursement for legal counsel.

F. Employees whose terminations arise from an arrest or absence from work caused by detention subsequent to arrest and who are later adjudged not guilty, shall upon request and upon sufficient proof, have the termination for cause expunged from the official personnel file and replaced with a letter of voluntary resignation, after which such employees shall be eligible for rehire, if otherwise qualified. Nothing in this paragraph shall apply to employees disciplined pursuant to the City's Arrest Policy.

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

### **C. Night Differential Pay**

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

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

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

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

### **D. Hazardous Duty Pay and Environmental Pay**

1. A premium of fifteen cents (\$.15) per hour shall be paid to employees for all hours when such employees are required to enter and work in excavated trenches of six (6) feet or more in depth, or to enter through manholes and in any existing underground pipe networks.

2. All Unit employees who are required to make repairs and/or installations from either hydraulic platform trucks or hydraulic bucket trucks at a height of seven (7) feet or more, shall receive a differential of fifteen cents (\$.15) per hour for each hour worked.

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

All employees at the Back River Waste Water Treatment Plant, the Patapsco Waste Water Treatment Plant and the Eastern Avenue Pumping Station (Department of Public Works, Waste Water



Facilities Division) and the Reproduction Shop (Department of Public Works, Survey and Records Section) and the Ashburton and Montebello Filtration Plants shall be paid an environmental differential pursuant to the above provision.

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

5. Employees occupying the following unit positions in the Laboratory Division of the Baltimore City Police Department who work with biohazardous materials, including contaminated blood and body fluids, shall be paid fifteen cents (\$ .15) per hour environmental differential for all hours worked. Employees permanently assigned to and working in the Evidence Control Unit shall be paid fifteen cents (\$ .15) per hour environmental differential for each hour worked at that facility.

**TITLES**

Crime Laboratory Technician I  
Crime Laboratory Technician II  
Crime Laboratory Photographer  
Forensic Scientist I

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

**TITLES**

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

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

**TITLES**

Animal Enforcement Officer Supervisor  
Medical Laboratory Technologist  
Dental Assistant (Board Certified)

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

9. Fifteen cents (\$ .15) per hour over the normal rate of pay will be paid to all employees occupying the classification of Transportation Enforcement Officer (TEO) and Parking Control Agent in the Department of Transportation.

10. In the event the Inclement Weather Conditions and Other City Emergencies policy (AM-204-22) is activated for inclement weather, and essential personnel are required to work hours in excess of their normal shift hours for the day, and/or weather emergency work schedules are activated (e.g. A/B 12-hour shifts), those essential personnel who work in excess of their regular shift, shall receive a one-time fifty-dollar (\$50.00) stipend for each such Inclement Weather occurrence (*i.e.*, employees shall only receive one \$50 stipend for two or more inclement weather days in a row, in addition to other benefits provided herein).

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

A. All regular classified employees as well as all shift employees shall work a regular workday of eight (8) consecutive hours including a forty (40) minute duty free, unpaid lunch (within each twenty-four (24) hour period) totaling forty (40) hours per week, to begin at such times designated by each department as regular workdays and regular shift workdays. A work shift shall consist of eight (8) consecutive hours including a forty (40) minute minimum duty free, unpaid lunch period. In the case of the Police Department, employees may be required to work more than one shift in a twenty-four (24) hour period to accommodate routine shift rotations.

B. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours. Employees shall not be regularly required to work more than sixteen (16) consecutive hours. After twenty-four (24) hours, the Department or Agency Head must declare an emergency if the Employer wishes to consider the situation “an emergency” under this provision.

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

D.

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

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

E. An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$7.50.

F. Call Back -- Employees called in to work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid in accordance with the provision outlined in Article 18, Overtime, but in no event less than one hour, and the aforesaid four (4) hour minimum provision shall not apply. The

employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed as to mean compounding of overtime. This four (4) hour minimum shall not be counted as time worked for overtime purposes.

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

## **ARTICLE 18: OVERTIME**

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

B. After forty (40) hours of work in a work week, non-exempt employees shall have the option to receive overtime compensation as a cash payment or as compensatory leave. Effective July 1, 2005, all eligible employees in the Police Department except for employees assigned to Communications Section shall receive cash payment or compensatory time. Effective July 1, 2006 eligible employees in the Police Department's Communications Section shall receive cash payment or compensatory time. The maximum accumulation of compensatory time shall be two-hundred forty (240) hours.

C. Exempt employees shall follow the City overtime policy.

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

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

F. Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, then the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. Each Department shall maintain an up-to-date list of overtime hours offered and worked which shall either be posted on a bulletin board and/or kept in an overtime log book for employee access.

G. Overtime work shall be voluntary except in the event of an emergency situation. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. For the purpose of this paragraph, an emergency situation is defined to mean an

unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action. A record shall be kept for each employee, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted towards overtime hours offered as per Article 18F.

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

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

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

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

## **ARTICLE 25: SENIORITY**

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

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

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

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

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

D. Before an employee's effective lay-off is scheduled, he shall be entitled to convert to cash payment accumulated vacation or personal leave. In either event, sick leave for the then current sick

leave year shall be converted to cash payment on a four (4) to one (1) basis as herein provided at the time of employment termination.

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

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

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

The Employer shall continue to provide work uniforms in those areas in which it currently provides such uniforms. The Employer shall provide safety equipment to employees as is required by the appropriate occupational safety agency. Safety items must be worn at all times when they are required by the agencies.

## **ARTICLE 30: TRANSPORTATION EXPENSE**

### **A. Travel Allowance**

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

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

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

## **ARTICLE 40: NO STRIKE OR LOCKOUT**

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

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

## **ADDENDUM J: 1+1 FINAL AGREEMENT**

### **Tentative Agreement Between City Union of Baltimore and Mayor and City Council of Baltimore July 9, 2009**

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

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

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

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

#### **Article 17: Hours of Work**

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

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

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

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

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

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

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

Add the following to amend Article 23 Holidays:

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

Add the following to amend Article 23, Holidays:

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

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