

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2024

between

THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE OFFICERS

IAFF LOCAL 964

AFL-CIO, CLC

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MEMORANDUM OF UNDERSTANDING

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THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE OFFICERS, LOCAL 964

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

This Memorandum of Understanding is entered into this 1st day of July 2023, between the Mayor and City Council of Baltimore ("Employer") and the Baltimore Fire Officers, IAFF Local 964, 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 the Mayor, 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.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

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

ARTICLE 2: RECOGNITION

A. The Employer recognizes the Union as the certified negotiating representative of all eligible employees in the BCFD, pursuant to the provisions of the Municipal Employee Relations Ordinance ("MERO") (as last amended by Ordinance 04-822), Baltimore City Code (2010 as published by Baltimore City Department of Legislative Reference) (hereinafter "Baltimore City Code"), Article 12, Section 4-1.

B. The Employer agrees to furnish the Union with the titles, classifications, rates of pay and job descriptions of all employees in the unit upon request.

C. The parties shall continue in effect, as edited through February 27, 2011, portions of the Statement of Labor Management Committee on the Reorganization of the BCFD EMS Division (dated August 5, 2009) which Statement, as edited, is appended as a part of this Agreement as Addendum J, and the Employer shall continue to observe the terms of the Statement.

ARTICLE 3: CHECKOFF

The Employer agrees to deduct Union dues from the pay of any employee whom the Union is certified to represent and who authorized such deductions in writing, pursuant to the provisions of the MERO, Section 6-1. The Employer shall transmit all such moneys withheld to the Union within seven (7) days of said deduction. The Employer agrees to supply the Union with a dues deduction computer printout on a biannual basis throughout the term of this Agreement. Said printout shall include each individual's name, address, location, annual salary and amount deducted per pay period. Said deductions and printouts shall be without cost to the Union.

Such authorization shall be continued from year to year unless revoked in writing thirty (30) days prior to the employee's anniversary date.

The Employer shall deduct a service fee from the bi-weekly pay of any employee who the Union is certified to represent who is not a Union member and who has not authorized the City to deduct Union dues from his or her pay. The service fee shall be collected, without the need for a prior written authorization from the employee, pursuant to all applicable provisions of the MERO, Section 6-2. The service fee deduction shall be updated on a quarterly basis to reflect adjustments from promotions and

otherwise, in an employee's total annual salary; and collection of the service fee shall be conditioned on compliance with Article 14, of this Agreement. The Employer shall transmit all funds withheld to the Union within seven days of said deduction.

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Section, and the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the City to the Union. Should the Employer fail to pay any sum that is a part of an employee's total annual compensation, the Employer shall deduct and withhold Union dues from that sum whenever it is paid, and it shall remit the sum withheld as Union dues check off.

ARTICLE 4: DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans With Disabilities Act, or sexual orientation.

B. The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the MERO.

C. All reference to employees or members in this Agreement is intended to include both sexes, and, wherever the male gender is used, it shall be construed to include male and female members as appropriate.

ARTICLE 5: MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer shall have all of the rights set forth in Baltimore City Charter (As Last Amended by Ch. 624, Acts of 2013), Article VII, Sections 47, 48 (a) and (d), and Sections 51 (b) and (c); and in provisions of the MERO, Section 3-2, which provisions are incorporated herein by reference.

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, the employee and his Union representative shall present the grievance in writing to the Senior Officer or House Captain. If the grievance is not resolved at this level within 15 days, the Union Steward and Battalion Representative shall present the grievance in writing to the Battalion Chief.

STEP 2. If the grievance is not satisfactorily resolved within 15 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 the 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 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 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 Chief of Fire Department, or any grievance which affects at least 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 completion 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, it may advance the grievance to the next step.

Following Step 4 proceedings at the level of the Office of the Labor Commissioner, there shall be a Step 4 Mediation, but, if and only if, the Union, the Chief of Fire Department, and the Office of the Labor Commissioner agree in writing to conduct Step 4 Mediation as a non-binding mediation that is chaired by a neutral party, whom the parties shall appoint either from the staff of the Federal Mediation and Conciliation Service, or 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. Any costs or fees associated with the mediation shall be shared equally; each side, however, to cover its own costs of counsel and presentation.

A Step 4 Mediation shall be conducted within sixty days after a mediation agreement is signed by the Union the Chief of Fire Department and the Office of the Labor Commissioner. A grievance shall be settled through mediation only if a settlement agreement is signed by the Union, the Chief of Fire Department and the Office of the Labor Commissioner, and it is noted, if necessary, by the Baltimore City Board of Estimates. No statement made in the course of a mediation session or by the mediator may be used as evidence in any proceedings.

STEP 5. 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.

a. 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.

b. 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.

B.

1. Notwithstanding the grievance steps which are provided in Paragraph A, immediately above, the employee and/or the Union shall file a grievance at the step commensurate with the level at which, as alleged in the grievance, the breach alleged first occurred.
2. Time limits under this Article may be changed by mutual agreement.

C. If the findings 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.

D. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

E. 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 under this Agreement or an administrative appeal before the City's Civil Service Commission 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.

F. The rights of any employee who is discharged, permanently reduced in pay or position or suspended for more than thirty (30) days shall be as prescribed in Article 12 of this Agreement. The employee shall be entitled to all rights and remedies that are available to the employee under Baltimore

City Charter, (as last amended by Resolution 10-024; Chapter 645, Acts of 2010), Article VII, Section 100 (a), which are expressly reserved.

G. Any employee, who, as discipline, is suspended for five or more days, but less than 31 days, shall be permitted to grieve such discipline. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2009 as published by Baltimore City 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.

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

I. Officers involved in the charges leading to a grievance shall have the prerogative of being present at each step of the processing of that grievance.

ARTICLE 7: UNION STEWARDS AND 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 one (1) Union Steward and alternate in each area referred to in Paragraph A above.

D. After appropriate notice to his immediate superior, a Union Steward or Union Officer shall be granted reasonable time off during working hours with pay where he is engaged in processing a grievance under Article 6 of this Memorandum, 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 to discharge his duties and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President.

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 pursuant to the 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.

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 2,190 hours annually.
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 C1 Work Schedule, effective July 1, 2013, attached to the FY 2014-16 MOU. 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 August 30, 2023, 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 46.3 work hours each week, the aggregate of which shall be 2,409.3 hours per year, on a ten (10) number system (for a total of 9.1 impact days annually).
2. The base schedule of 46.3 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-O-W-O-O-O-O-O. (W) Work and (O) Off. Personnel assigned to the Fire Suppression Division will be assigned to a 24-hour “impact” day rotation that will alternate every 38th and 42nd day for an average of one impact day every 40 calendar days. This schedule shall yield the option of a thirteen-day break from work every 46 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 August 30, 2023 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 vacations 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, or otherwise be excused from reporting for work on impact days except for bereavement leave or jury summons or other court appearance.

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. The current hours and work schedules of all employees not expressly addressed in this Article shall be maintained. 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 46.3 hours a week, about which schedule the Employer shall first consult with the Union.

Notwithstanding anything to the contrary in this paragraph above, upon the effective date of this Agreement, the Chief of Department shall issue a new MOP (in the MOP 322 series) pursuant to which Lieutenants and Captains shall be permitted to exercise a vacation option on their 24-hour "impact" day. The employee must then forfeit one 24-hour vacation option within the next ninety (90) days. Employees may not swap this opportunity. When an employee exercises this opportunity, it is entered in Telestaff as "VX".

It is further understood by and between the parties that allowing employees to exercise a vacation option on an impact day is not expected nor intended to create any additional annual net cost to the City, through overtime, acting out of title, or otherwise. Accordingly, at or around the end of each fiscal year that this program is in effect, the Department will review the data to determine whether it has generated a net cost over the past fiscal year. In the event that it has created such a cost, the Chief of Department and the Union will discuss potential changes to the program or other corrective measures to address the issue.

The current pilot program regarding impact days for Battalion Chiefs, Shift Fire Investigators, and Shift Safety Officers shall remain in effect unless or until it is discontinued by the Chief of Department, in which case the new MOP for Lieutenants and Captains discussed above shall become applicable to Battalion Chiefs, Shift Fire Investigators, and Shift Safety Officers as well.

6. 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. All EMS Division personnel will remain on six-number vacation system, and they will continue to receive approximately 30 first choice vacation options per year.

D. All rated personnel who are not assigned to the EMS Division (and not in the medic rotation) may elect to drop their ALS certifications from MIEMSS, which request shall be honored, subject to the approval of the Fire Chief, by the Employer upon expiration of the employee's 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. For a period of six (6) years (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 or after 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 FY 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. Company Officers and Battalion Officers may be permitted to exchange at any one time one or more vacation choices or turns with similarly situated employees in the same battalion, or within the Department, with the consent of the respective Battalion Chief or Shift Commander as the case may be. Battalion Chiefs may be permitted to exchange at any one time one or more vacation choices with similarly situated employees in the Department with the consent of respective Division Chief(s). Responsibility for the equalization of time rests exclusively with the two employees agreeing to the exchange of tours of duty, and the Fire Department will not undertake the enforcement or equalization of the time. An employee shall be excused from duty upon proper relief within the two (2) hour period to the end of his shift by his Unit Officer, or member acting as such, or earlier upon consent of the Battalion Chief/ Shift Commander.

I. Company officers may exchange vacation choices or shift rotation (as defined in Article 8, Section A.2 of this Agreement) with employees in the Fire Fighters 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 thirty-eight hours consecutive 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. Before rescheduling 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.

M. Employees assigned as instructors at the Fire Academy, assigned to the Fire Prevention Bureau, or assigned to the "all day" shift at the Fire Investigation Bureau shall work a 4-day, 40-hour workweek.

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 periods shall be overtime and shall be paid for at the rate of one and one half (1½) 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 non-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 K. 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 46.3-hour schedule shall be 24-days and shall begin on August 30, 2023 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 (1½) 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 (1½) 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, except for temporary changes in which case 5 days' notice will be given.

D. A protocol shall be drawn up by parties before February 1, 2012 setting out the governing rules for the Fire Department's Telestaff system, and the assignment 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" the desired result. Compensatory time shall be granted in lieu of overtime payment at the employee's request at the rate of one and one-half (1½) hours for each hour worked. The present policy shall remain in effect for the Officers' school and church services.

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 discussion. Publication and receipt of the MOP shall be verified following the procedures for Manual Releases set out in MOP 002.

H. Recertification

1. Until the Department commences providing ALS recertification training during employees' regular working hours, 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 ("BLS") certificate; (ii) an 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 Department. If an employee elects an on-site program, the employee shall 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.

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.

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. Those members who completed such programs, either BLS or ALS, on their off time, after September 1, 2007, shall be credited with leave on a day for day basis.

2. Upon the Department's commencement of providing ALS recertification to employees during their regular working hours, 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 ("BLS") certificate; (ii) an Advanced Life Support ("ALS") Certification as Cardiac Rescue Technician ("CRT"), (iii) Emergency Medical Technician-1 ("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 through on-site programs organized and offered by the Department. The employee shall be required to report in uniform, all costs associated with that program, preparation and training, shall be paid by the Employer.

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. Those members who completed such programs, either BLS or ALS, on their off time, after September 1, 2007, shall be credited with leave on a day for day basis.

- I. Employees returning from a fire ground shall be allowed twenty (20) minutes for clean-up.

ARTICLE 10: BULLETIN BOARDS

The Employer agrees to provide a bulletin board at least 36" x 48" labeled with the Union's name where the Union may post notices of official Union matters. All Fire Department Bulletin Boards shall be used only for official notices of Union matters and Fire Department documents. Only the Chief of the Department has the right to order the removal of any literature not in compliance with the foregoing.

ARTICLE 11: HEALTH AND WELFARE

A. The Third Health and Prescription Drug Plan Agreement ("THPDP Agreement") agreed to by the parities and approved by the Board of Estimates on June 27, 2018, is attached hereto as Addendum A and shall remain in effect as provided therein. As the term of the THPDP Agreement is due to expire on December 31, 2020, the parties recognize that the THPDP Agreement shall need to be amended and modified through bargaining conducted among all participating unions during the term of this Agreement. While remaining in negotiation, and prior to impasse, the terms of the THPDP Agreement, with the exclusion of ¶8, shall remain in effect, with the intent that all terms of the THPDP Agreement shall continue to operate. With regard to the rates and plan options for Plan Year 2022 as adopted by the Board of Estimates, nothing in this section shall revive any previous claim made in 2021 nor give rise to any new claim over the rates and plan options for Plan Year 2022.

B.

1. The Employer shall remit an annual payment of \$650 (which shall not be treated as a part of total annual salary) to be paid in bi-weekly installments to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other qualifying event as determined by the Employee Benefits Division within 60 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

2. An employee shall be entitled to a Hospital Bill Audit Gain Sharing payment of 33 1/3% of an overpayment (or other billing error resulting in an overpayment of the health care provider), up to a maximum of \$3,000.00 to the employee for each incident. In order to qualify for the Gain Sharing payment, the employee must: (i) identify an overpayment of more than \$250.00 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent; and (ii) notify the City's Employee Benefits Division of the error within 30 days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified, and the amount overpaid actually is recovered to the City's benefit.
3. Employees may freely transfer between Employer-sponsored health programs during open enrollment periods without penalty or exclusion of benefits. Existing memberships may alter enrollment status (adding and removing eligible dependents) in accordance with Employee Benefits Division guidelines.

C. The following benefits, in conjunction with Resolutions of the Board of Estimates adopted July 1, 1970 and March 28, 1973, relating to death, accidental death and dismemberment, shall remain in effect as follows for the duration of this Agreement:

1. The face amount of the death benefit shall be an amount equivalent to the deceased employee's total annual salary on the date of the employee's death plus \$1,500. In the event of the death or accidental death of an employee so covered, the amount of the benefit shall be paid to such beneficiary as the employee shall have, from time to time, specifically designed, or in the event there is no named beneficiary, then the amount shall be paid to his estate. In the event of the accidental death of such employee, such designated beneficiary or his estate shall receive double the said amount in indemnity benefits. The maximum amount provided for double dismemberment shall likewise be increases to an amount equivalent to the injured employee's total annual salary on the date of the employee's injury.
2. The additional accidental death benefit provided for in Paragraph (1) immediately above shall not apply to accidental death or dismemberment of an employee in line of duty.
3. The benefits and coverage provided for in Paragraph (1) above shall be converted, upon retirement, to a \$10,000 death benefit with double the same amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary or his estate, as in Paragraph (1) above. The maximum amount provided for double dismemberment shall likewise be converted to \$7,000, with one-half of said sum payable for a single dismemberment.
4. All retirees currently protected by the coverage described herein shall continue to receive same in the amount of \$10,000, with double indemnity and dismemberment benefits, as provided for in Paragraph (3) above.
5. Present retirees who are not covered under (3) or (4) above shall receive a death benefit with double said amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary, or his estate, as in Paragraph (1) above, in the amount of \$10,000.

6. The provisions of the aforesaid Resolutions of the Board of Estimates shall continue in full force in effect.

D. The City will provide continued health care coverage at active employee rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1985. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.

E. The Employer shall continue to assume 50% of the current retiree's Blue Cross/Blue Shield premiums and it shall continue to assume 50% of the premiums for all members who retire after 20 or more years of credited service, or upon a disability retirement from the Fire and Police Retirement System. The Employer may reduce its share of premiums for employees who retire after less than 20 years of service (other than on a disability retirement) as approved by the Board of Estimates. The Employer shall not further reduce its share of retiree premiums, nor change the benefits plans available to retirees and dependents without prior notice to the Union. If requested, the Employer shall respond to Union inquiries through the Joint Health Care Committee.

F. The Employer shall provide a burial benefit for line-of-duty death up to a maximum of \$15,000 as an actual reimbursement for funeral expenses, including a memorial plaque.

G. In case of a line-of-duty death, the employees of the decedent's unit shall be given permission to attend the funeral and related services while on duty without loss of pay.

H. The Employer shall maintain a program to provide confidential short-term psychiatric or psychological care for Fire Department employees of this bargaining unit. The program shall be administered in the following manner:

1. A licensed psychologist or psychiatrist shall be selected by a joint committee composed of an equal number of members appointed by the Union and by Management.
2. The psychologist or psychiatrist to be selected shall have obtained training in and shall have had significant professional experience in treating Post-Traumatic Stress disorder and related conditions.
3. A contract to provide professional services to members of the Union shall be entered into on a fee for service basis which shall require the psychologist or psychiatrist to provide at least the following care:
 - a. Employees shall be entitled to 2 one-hour consultations per annum without charge to the employee.
 - b. Billing for said consultations shall be sent to the Department of Finance through the Fire Department; however, the identity of the employee shall not be disclosed to officials of the Fire Department without the employee's consent.

- c. The psychologist or psychiatrist shall adhere to those standards of confidentiality normally expected of practitioners in his field when treating private patients.
- d. The psychologist shall make himself or a qualified substitute available at all hours for emergency consultations and critical incident debriefings.
- e. The cost of any treatment that the employee elects to obtain from the psychologist or psychiatrist beyond the 2 one-hour sessions per annum referred to herein shall be the sole responsibility of the individual employee.

I. Joint Health Care Committee

1. A joint committee composed of four (4) members named by the Employer and four (4) members named by Local 734 and Local 964 jointly, shall be organized to examine the cost, delivery and management of health care benefits that are to be provided under the terms of this Agreement. The joint committee shall meet on a routine basis no less frequently than once each month.
2. The Union shall be entitled to request and receive data the member may find necessary to understand either the cost of any health care benefits that are to be provided under the terms of this Agreement, or the manner in which any of such benefits are delivered or administered. Such requests for information shall be honored within a reasonable time after they are delivered, and shall be available either on a citywide or unit-wide basis.

J. Section 125 Plan

1. The Employer shall adopt and thereafter administer a fringe benefit program which qualifies under Section 125 of the Internal Revenue Code (1954 as amended), with the effect that the amount of each employee's contribution, if any, for health care coverage, prescription drug, dental and vision care shall be excluded from the employee's adjusted gross income.
2. To the extent permitted by federal tax laws, the Employer also shall make available to all unit employees on a before-tax basis those insurance products for which it generally permits payroll deduction. Such privilege shall also include any new insurance products that are of general application among City Employees.

K. Optical plan benefits shall apply to current and future fire officer retirees, widows and dependents. The plan shall include an eye exam every twenty-four (24) months and prescription glasses, if needed.

L. The Employer shall establish and make available to all employees a Flexible Spending Account to permit employees to voluntarily fund on a pre-tax basis expenses for dependent care, health expenses and co-pays. The Employer recognizes the duty to notify and consult with Union, about administration of Flexible Spending Account.

M. Request for Documents

1. The Employer shall make available to the Union copies of all documents, which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided to the extent such documents are available. Such programs shall include, without limitation, health, major medical, dental, drug and vision care.
2. For the subsequent health plan year, the Employer shall make available to the Union copies of all documents which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents, as soon as such documents are available.
3. At the request of the Union, the Employer shall further make available to the Union copies of any Request for Proposal and Specifications before any such document is released for bid. In addition, the Union shall be notified of the time, date, and place of any pre-bid meeting conducted with interested parties on the RFP. If any amendments are drawn to the RFP, copies of such amendment also shall promptly be furnished to the Union. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided.
4. Further, the Employer also shall furnish copies of any midterm amendment or adjustment to the programs before the terms of any such amendment or adjustment are implemented.

N. City of Baltimore Vision Care Plan

The Employer shall continue the Vision Care Program until it successfully issues and awards an RFP to CareFirst or other provider to establish a Select Vision Program with benefits at least comparable to those available currently under the 2008 Select Vision Program for other City units.

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 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 the 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 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

C. 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 or Administrative Hearing Officer level. When an employee is to appear before the Administrative 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. 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's cost of health insurance premium and pension coverage during the period of the employee's suspension.

Final adjudication of the charges shall be as prescribed and approved by the Chief of Fire Department. The employee shall have the right to grieve or to challenge discipline, but the filing of a grievance shall not relieve the penalty prescribed.

D. All other penalties and punishments, including suspension for 30 days or less, shall be as prescribed by the Trial Board and approved 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 Board shall be reinstated with full back pay.

E. Continuous duty shall not be used as a form of discipline or punishment.

F. The Employer shall take into account prior cases with similar circumstances before administering punishment. The Employer shall begin all disciplinary investigations, when it deems such investigations necessary, no later than fifteen (15) days after it acquires knowledge of the misconduct or event for which disciplinary action is proposed. For purposes of this Article, the fifteen (15) day period shall start when a Shift Commander acquires knowledge of the misconduct or event for which

disciplinary action is proposed. The employee shall be notified when an investigation is begun. The employee shall be notified when disciplinary action (charges) are to be undertaken, so said employee may obtain, consult and have present, proper Union representation during discharge of discipline.

1. An employee shall be given ample time and opportunity to request and contact an appropriate Union representative to attend an investigatory interview.
2. 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 investigations.

G. During the pendency of a charge against an employee, any additional charge shall require an additional hearing.

H. 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.

I. An employee's opportunity to receive callbacks shall not be withheld while a suspension is pending, but not yet served.

J. 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.

K. 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."

L. Should an investigatory interview be audio or video recorded, the Union and the Employer shall each be given a copy of the same recording.

M. Effective on and after January 1, 2014, for all personnel assigned to a 46.3-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 12-hour period of time.

N. 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.

ARTICLE 13: SALARIES

A. General Wage Adjustment

1. Effective July 1, 2023, the total annual salary of each employee in the bargaining unit shall be increased by four percent (4%).

B. Pay Scale Adjustments

1. Effective July 1, 2022, the hourly rates of pay for all employees shall be adjusted so that all employees of the same rank (e.g., all Lieutenants, all Captains, and all Battalion Chiefs) receive the same annual salary regardless of their regularly scheduled annual work hours. The annual salaries shall be based on Grades 338 (for Lieutenants), 341 (for Captains), and 344 (for Battalion Chiefs), as adjusted by the wage increases in Section A of this Article. Employees with ALS certification shall receive an adjustment to base salary of \$3,000 more than the regular annual salary for their rank. The salaries of bargaining unit employees as adjusted in accordance with this Section, effectively July 1, 2022, are set forth in Addendum B-1 of this Agreement.

C. There shall be no furloughs during Fiscal Years 2018, 2019 and 2020, unless the City implements a furlough program for all bargaining units in the City.

D.

Stipends effective July 1, 2022:

1. Employees assigned to Special Operations (SOC) who are trained and certified in the following specialties shall receive a stipend of \$1,500, which shall not be added to base pay, for obtaining and maintaining three of the following specialties, and an additional \$1,000 stipend for all five specialties:

- Confined Space
- Swift Water
- High Angle, Technical Rope
- Structural Collapse
- Trench

2. In addition, employees assigned to Hazmat units, who have Hazmat Technician certification and have currently passed the physical exam, shall receive a stipend of \$1,500, which shall not be added to base pay. The \$0.50/hour differential for qualifying employees shall be discontinued as of June 30, 2022.
 3. Employees who are permanently assigned to Air Mask Repair who have the Drager certification required for Air Mask Repair shall receive a stipend of \$1,500 which shall not be added to base pay.
 4. Employees who have MICRB certification and participate in at least 20 hours per year of training classes at the Fire Academy as a lead instructor or adjunct instructor shall receive a stipend of \$1,500, which shall not be added to base pay.
 5. All of the above stipends shall be paid in July of the following fiscal year (i.e., starting in July 2023). The stipend shall be paid on a prorated basis for employees who do not perform a full year of the stipend-qualifying assignment. Prorated stipends shall be calculated as the number of full months in the assignment divided by 12, multiplied by the stipend amount.
 6. Employees must have the Department's approval to drop their certification(s); the Department may deny approval based on the needs of the Department.
- E. For the duration of this Agreement, the following terms shall not apply: In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for any portion of Fiscal Year 2013 (except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment) grants an increase in wages, salaries, benefits or any component of total annual salary for any portion of Fiscal Year 2013 to any employees in Unit II of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to any employees in the Union's bargaining unit for the same portion of Fiscal Years 2013, the Employer agrees to grant an equivalent additional increase beginning in the same portion of Fiscal Year 2013 to all employees in the Union's bargaining unit.
- F. EMS preceptors shall be paid an added wage premium of \$1.00 an hour for each hour served in that capacity.

G.

1. Between July 1, 1994 and June 30, 2001, the Employer and the Union have in each fiscal year, by agreement, included in their Memorandum of Understanding a clause known as the "parity" clause which clause provided as follows:

In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2000, except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment, grants an increase in wages, salaries, benefits or any component of total annual salary for Fiscal Year 2000 to Unit II of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to the Union's bargaining unit for Fiscal Year 2000 the Employer agrees to grant an equivalent additional increase in Fiscal Year 2000 to all employees in the Union's bargaining unit.

2. In bargaining for a Memorandum of Understanding for Fiscal Year 2002 the Employer and the Union have considered the value of benefits, hours of work, work assignments, etc., as between respective Fire and Police bargaining units. By mutual consent, they agree that these values were considered, and, as a consequence, there shall be no Article 13.B. "parity" clause for Fiscal Years 2002 and 2003. In reaching their present agreement for Fiscal Years 2002 and 2003, neither the Employer nor the Union waives the right to bargain over parity in future fiscal years.
3. The Employer shall not appeal the judgment and/or mandate of the Court of Special Appeals in Mayor and City Council of Baltimore v. Baltimore City Firefighters Local 734 and Baltimore Fire Officers Local 964, No. 0181, September Term, 2000, nor shall the Employer file a petition for a writ of further review of the "parity" and "promotion" issues on appeal; thus to end the litigation between the Employer and the Union.
4. When the total annual salary for Fiscal Year 2002 for each employee who is covered by this Agreement is determined, the added three and one-half percent (3.5%) increase that is due under Article 13, Sec. A.1. shall be computed only after the total annual salary for Fiscal Year 2001 is first adjusted to reflect the added 4% wage increase that should have been applied but was not in Fiscal Year 2001 under Article 13, Sec. B. of the Memorandum of Understanding for that year.
5. On or before September 18, 2001, the back wages of each employee who was covered by the predecessor Agreement to this Agreement, the Memorandum of Understanding for Fiscal Year 2001 (under Article 13, Sec. B. of that Memorandum of Understanding for Fiscal Year 2001), shall be paid in a lump sum. This shall include all employees on the payroll during FY 2001 who has retired or who has separated from employment for any other reason. The back wages due shall be computed by multiplying the employee's total wage earnings (from all sources, including overtime earnings, etc.) for Fiscal Year 2001, from July 1, 2000 through June 30, 2001, by a factor of 4.0%, the product of which shall be the amount owed. If any wages that are due as of July 1, 2001 are unpaid as of September 18, 2001, then the Employer shall pay to each employee interest at the prime rate published for the Baltimore Metropolitan area on all such sums due but not paid, with interest payable on sums unpaid beginning July 1, 2000. The Employer shall meet

with the Union, and it shall provide all information needed by the Union, to enable the Union to timely audit the Employer's compliance with its obligations under this Article.

6. For purposes of wage and service credit under the Fire and Police Employees Retirement System, the total annual salary of each employee shall be adjusted retroactively to July 1, 2000, to reflect the additional 4.0% wage increase due to each employee (past and present) who was covered under Art. 13, Sec. B. of the Memorandum of Understanding for Fiscal Year 2001.

H. Commencing on January 1, 1991, a fourth salary level shall be established which shall be entitled "Maximum Level" and shall be attained upon the completion of 5 years of service. A salary increment of 2.5% above the Experienced salary level shall be payable to employees who have attained the Maximum Level.

I. All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

J. When an employee covered by this Agreement is promoted to a higher position, he shall receive the base pay for the higher position in accordance with the City's actual policy governing salary and promotions as of February 29, 1988.

K. In order to compute the hourly rate for fire suppression or other Group System employee working on a 42-hour schedule, the employee's total annual salary shall be divided by 2,190. The hourly rate for any employee who is assigned to a 46.3-hour work week under Article 8.B.1 of this Agreement shall be determined by a factor of 2,409.3.

L. The Employer shall implement all adjustments to wages and all adjustments to base salary of an employee on the first day of the payroll period, if the effective date of such adjustment falls within the first half of the payroll period. The Employer shall implement all adjustments and all adjustments to base salary of an employee on the first day of the next payroll period following the effective date, if the effective date of the adjustment falls within the second half of the payroll period. Payment of the adjustment(s) (e.g., promotions, longevity, step/level adjustments, transfers), but excluding reclassifications by DHR and disputed pay issues, shall be made on the pay date for the corresponding payroll period.

M. If the Employer is aware of a delay or error in its implementation or payment of any adjustments, it shall timely notify the employee(s) affected, and the Union. If the Employer shall fail to pay an adjustment to wages and/or and adjustment to base salary within sixty days after the effective date of the adjustment that is due, the failure to pay may be grieved, and if the grievance is advanced to arbitration, the Union may request that interest be awarded on the unpaid balance until the sums due to the employee are paid in full.

ARTICLE 14: UNION SECURITY

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

Should the Union desire to implement the collection of a representation fee as permitted under the MERO, the Union then must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S 292, 106 S. Ct. 1066, 89 L. Ed. 2d 232 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers. The Union may charge for all constitutionally permitted expenses including, but not limited to, those expenses incurred in contract negotiations, grievance handling, lobbying on fire service, pension-related, Department of Personnel and other matters, discipline and dismissal hearings, arbitration and all other expenses either directly or indirectly related to those statutory functions as a collective bargaining representative.

ARTICLE 15: SAFETY AND HEALTH

A. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure.

B.

1. In addition, a departmental Joint Labor-Management Committee with equal representation from the City and Union will be established to discuss and make recommendations to the Chief of Fire Department regarding protective devices, wearing apparel, safety training and other safety-related subjects.
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 of 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.

C. 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 deliver of emergency services.

D. 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 workforce and the effects of the proposed action.

E. The Fire 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.

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.

G. Employer will make every effort to purchase station uniforms and/or protective clothing manufactured by Union employees.

H. 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.

I. 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 employee shall follow the physician's direction regarding the employee's time and manner of return to work.
2. Notwithstanding Paragraph 1., 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 recommendation 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 Employer and the employee shall accept the recommendation 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 promptly 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.

J. The parties shall continue in effect Joint Addendum on Non-Line of Duty Illness and/or Injury (dated June 29, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum I, and the Employer shall continue to observe the terms of Joint Addendum. When the terms of Joint Addendum are in conflict with any term or condition of this Agreement, the terms of Joint Addendum I shall supersede and prevail over that other language. Paragraphs 10 and 11 of Joint Addendum are deemed to no longer be in effect.

K. Notwithstanding anything to the contrary in this Article 15, the protocol set forth in Joint Addendum I 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.

L. 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 task by January 1, 2018.

ARTICLE 16: SAVINGS CLAUSE

All privileges, benefits, and rights presently enjoyed by employees covered by this Agreement which are not specifically provided for or abridged in this Agreement, such as, but not limited to, holidays, vacations, uniforms, equipment, etc., are hereby included in and protected by this Agreement.

ARTICLE 17: NO STRIKE OR LOCKOUT

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. 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 48 hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

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

ARTICLE 18: MEAL ALLOWANCE

An employee required to work 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 19: CLASSIFICATION OF EMPLOYEES

A. The Employer agrees that in the event of a recommended change in the classification of a position in the Baltimore City Fire Department, it will notify the Union at least fifteen (15) days before it delivers the submission of the recommended change to either the Civil Service Commission or the Department of Human Resources. The Employer shall complete the process, and finally approve or disapprove a change in classification within 180 days after it delivers to the Union the written notice that is required by this paragraph, or the notification shall become void and the recommendation shall be withdrawn.

B. Whenever the Employer plans to create a new job classification or to re-write an existing classification, the Employer shall first meet with the Union about the intended changes and its anticipated effect on the compensation and employment opportunity of employees who are covered by this Agreement.

C. Effective July 1, 2008, the Employer shall have the authority to require a criminal background check as a condition upon acceptance of a promotion within the bargaining unit. A "criminal background check" shall mean only that the Employer (or its agents) may inquire about any past criminal convictions currently on an employee's record. The Employer may not use a criminal

conviction previously disclosed as sufficient reason to deny an employee a promotion. Should a background check result in the disclosure of a misdemeanor conviction, that conviction shall not in itself, be sufficient reason to deny a promotion, but the employee may be disciplined for failure to report, and, if for just cause, for the underlying offense. An authorization for a criminal background check shall not be continuing, but, instead, it shall be a condition of promotion and expire by its terms within ninety (90) days after it is given by an employee to the Employer.

The Employer shall consult with the Union about the contents of the form to be used to authorize a criminal background check before it is adopted for use.

ARTICLE 20: LONGEVITY

A. The following longevity rules shall apply:

1. Each employee who is covered by this Agreement and who has attained 5 years of creditable City service shall receive a longevity increment in the amount of 1.0% of the Maximum Level of the total annual salary of the employee's classification.
2. Effective July 1, 2023, each employee who is covered by this Agreement and who has attained 6 years of creditable City service shall receive an additional longevity increment in the amount of 1.5% of the Maximum Level of the total annual salary of the employee's classification.
3. Effective June 30, 2024, each employee who is covered by this Agreement and who has attained 6 years of creditable City service shall receive an additional longevity increment in the amount of 1.5% of Maximum Level of the total annual salary of the employee's classification. In the Memoranda of Agreement following the FY2024 Agreement, the six-year longevity increment shall be continued as a 3% longevity increment.
4. Each employee who is covered by this Agreement and who has attained 10 years of creditable City service shall receive an additional longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.
5. Each employee who is covered by this Agreement and who has attained 13 years of creditable City service shall receive an additional longevity increment in the amount of 2% of the Maximum Level of the total annual salary of the employee's classification.
6. Each employee who is covered by this Agreement and who has attained 15 years of creditable City service shall receive an additional longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.
7. Each employee who is covered by this Agreement and who has attained 18 years of creditable City service shall receive an additional longevity increment in the amount of 2% of the Maximum Level of the total annual salary of the employee's classification.
8. Each employee who is covered by this Memorandum and who has attained 20 years of creditable

City service shall receive an additional longevity increment in the amount of 8% of the Maximum Level of the total annual salary of the employee's classification.

9. Each employee who is covered by this Memorandum and who has attained 25 years of creditable City service shall receive an additional longevity increment in the amount of 7% of the Maximum Level of the total annual salary of the employee's classification.
10. Rules of application remain the same; each new longevity step will be implemented as a member attains required creditable City service.

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 of this Agreement. Acting out-of-title rates shall be placed into effect on a calendar year basis.

B. Effective January 1 of the fiscal year, 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 bulletin containing the sanctioned acting out-of-title pay scale shall be supplied to all 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 callback time shall be paid at the acting rate for the overtime or callback 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 employees on duty are required to use their personal automobile for the purpose of transportation to and from fire grounds or for other required departmental business, they shall be paid the sum of seven dollars and fifty cents (\$7.50) for such use; provided however that employees shall not be compensated for use of their personal automobile to and from their home to the firehouse or where their personal automobile is used for their 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 persons for Fire Department business.

ARTICLE 23: SENIORITY, CALL BACK, LAYOFF AND RECALL

A. A roster of all members of the Fire Department 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. Department Seniority - Captains

1. An employee's seniority for Acting Battalion Chief shall be established by the date of his/her acting-out-of-title approval.
2. Employees transferring to another Unit in another Battalion will be placed on the Battalion seniority roster where his/her acting seniority places them.
3. An employee cannot "bump" current first Acting Battalion Chiefs.
4. An employee transferring will be considered for the next available first Acting Battalion Chief position if seniority warrants. If an employee is transferring into a unit where the previous Captain was one of the four (first-acting) senior Captains, and the employee transferring in has more seniority than the next junior Captain, the employee transferring in will assume the first acting position (This is not considered a "bump").
5. The employee may elect not to invoke his seniority for a first Acting Battalion Chief position each time an opening occurs.
6. If an employee is "disbanded" and is currently in a first Acting Battalion Chief position and the disbanded employee has more seniority, the employee may "bump" a junior Acting Battalion Chief.

C. 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.

D.

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 Civil Service Commission Rules or this Memorandum 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, which 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 City service or voluntarily transferred from Fire Department service for more than 6 months, his or her seniority shall begin anew; if less than 6 months, then 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. Department Seniority – Lieutenants
 - i. For the purpose of this article the three (3) Lieutenant positions in each suppression company will be listed as follows, Senior Lieutenant, Lieutenant, and Junior Lieutenant.
 - ii. A member's seniority will be established on the date his/her promotion to the position of Fire Lieutenant Suppression. Members voluntarily transferring out of suppression will lose their seniority. Member's new seniority will be established on the date he/she returns to suppression.
 - iii. The Lieutenant with the most seniority in a company would be in the Senior Lieutenant position and the Lieutenant with the least seniority would be in the Junior Lieutenant position.
 - iv. A Lieutenant transferring into a company will assume the vacant position if his/her seniority allows. If a member is placed into a position where his/her seniority is not in effect he/she will be considered for the next available senior position. In the event of any identical promotion date(s), the members standing on applicable promotional list shall prevail.
 - v. A member may elect not to invoke his/her seniority for a Senior or Lieutenant position each time an opening occurs.
 - vi. If a member is "disbanded" and is currently in a senior or Lieutenant Position or if disbanded member has more seniority, the member may "bump" a Lieutenant or Senior Lieutenant in his/her new assignment.
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.

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

ARTICLE 24: FIRE OFFICERS' PAC FUND AND DEFERRED COMPENSATION PLAN

A. The Employer and the Union shall provide for deductions of Fire Officers' Union Political Action Committee contributions from payroll and pension checks upon proper voluntary written authorization by participating employees at no cost to the Union or to the Political Action Committee.

B. The Employer shall assume the administrative cost for employees participating in the deferred compensation plan.

ARTICLE 25: PROMOTIONAL SYSTEM

- A. The Employer will not 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 Battalion Chief, and as soon as possible in other classifications as the need arises.
- E. 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 discussion with the Chief of Fire Department.
- F. In order to allow employees sufficient time for preparation before undergoing a promotion process the Fire Department shall:
1. Establish and announce the dates of each examination at least four months ahead of time for Lieutenant, Captain, and Battalion Chief in suppression and EMS.
 2. Announce which books will be used to create each examination at least ten (10) months ahead of time.
 3. Provide at least three weeks for employees to apply for a promotion after the promotional opportunity is first announced.

ARTICLE 26: UNIFORMS

- A. The Employer shall supply suitable jackets to Chief Officers.
- B. The wearing of uniforms to and from work shall be at the option of the employee.
- C. The Employer shall maintain and replace uniforms as the need arises.
- D. At all times there shall be at least 25 complete sets of turnout gear in stock at the Supply Division.
- E. The Employer shall provide a clothing allowance of \$250 to members assigned or detailed to the Public Information Office.

ARTICLE 27: EMPLOYEE'S PERSONNEL AND MEDICAL FILE

A. No material relating to an employee's conduct, service, character, or personality shall be placed in the member's personnel file unless it is signed by the person submitting the information. By appointment, and after proper identification, employees shall have the right to examine their file, and employees shall in writing indicate the date of the examination and affix their signature. Personnel files shall be read or examined only by those persons so authorized by the Chief of Fire Department.

B. By appointment and after proper identification, an employee or the employee's designated representative, acting on behalf of the employee with a notarized written statement of authorization signed by the employee, shall have the right to examine his personnel and/or medical file, and the employee and/or his authorized representative shall, in writing, indicate the date of said examination and affix his signature. Personnel and/or medical files shall be read or examined only by those persons so authorized by the Chief of Fire Department, and in the presence of the Fire Department Personnel Administrator or his/her designee who will be responsible for maintaining the security and confidentiality of the file documents during the review process. The Personnel Administrator will safeguard the file documents against alteration, removal, or tampering and ensure that no document, record or other material is placed in the file during the review, by requiring that reasonable security procedures be adhered to during the review process. For medical files, the employee will be responsible for usual and customary administrative processing fees and any additional cost associated with the document reproductions.

C. All documents whether formal or informal, that record discipline considered or sustained against an employee with the exception of offenses under MOP 336, shall be expunged from the files of the Fire Department should the same offense not recur within forty-eight (48) months.

D. No previous charge over forty-eight (48) months (with the exception of previous violations of the substance abuse and testing policies and procedures and aftercare arrangements (MOP 336 to 336-9 inclusive) will be considered in the process of adjudicating departmental charges.

E. The parties shall jointly review MOP 312 as revised January 1, 2011, and MOP 336, to determine on or before February 1, 2012 what adjustment are needed in those MOPs, and to appropriately reduce the reckoning periods in ¶C and ¶D above.

ARTICLE 28: BEREAVEMENT LEAVE

A. Employees shall be entitled to bereavement leave for death of blood relatives and in-laws set forth at AM-204-8 of the Employer's Administrative Manual in effect on the date of execution of the Agreement. In addition, effective July 1, 2003, the Employer shall include in immediate family: ex-wife or ex-husband who is the parent of an employee's child under the age of 18.

B.

1. In addition, effective July 1, 2003, the Employer shall permit an employee to claim and receive one day of leave, without pay, for the death of a former mother-in-law or former father-in-law who is grandparent to a child parented by the employee, or of a brother-in-law or sister-in-law

of the employee. At the employee's option, to obtain leave without pay for the death of a former mother-in-law or former father-in-law who is grandparent to a child parented by the employee, or of a brother-in-law or sister-in-law of the employee, the Employer shall allow the employee to cover the absence with accrued leave, which shall be debited against the employee's account.

2. The one day of leave of absence must be taken within six (6) calendar days of the date of death, or on the day of the funeral of the relative if the funeral occurs more than six (6) days after the death, as provided in MOP 319 in effect on March 1, 2001.

C. Any employee qualifying for the four (4) days of Bereavement Leave under this Agreement, may at his or her choosing take additional Bereavement Leave of four (4) additional work days, to be used from the employee's vacation bank, for a total of eight (8) consecutive work days.

D. The terms of MOP 319 shall continue to be observed. Employees may take bereavement leave as their days of necessity fall, whether or not such day falls on an impact day. On or after January 1, 2014, any personnel who are assigned to a 24-shift may take up to two (2) full 24-hour shifts as bereavement days in those situations which allow four (4) bereavement days (i.e. either two regular work days or one work day and one impact day). Bereavement practices under the 10/14-hour and other schedules shall not change.

ARTICLE 29: EDUCATION

The Employer shall reimburse each employee for a sum of up to \$7,500 per Fiscal Year to cover a portion of the employee's cost of tuition and books for job related college courses related to a degree which are not reimbursed by State funds. A grade of "pass" in a pass/fail course, or an "A" (GPA 4.0) shall be reimbursed at 75%; 65% for a "B" (GPA 3.0); 55% for a "C" (GPA 2.0). The employee must document completion of the course with a certified transcript from the educational program in which he/she was enrolled. To qualify for reimbursement, college credits must be received by the employee for courses taken and successfully completed at an accredited educational institution. Non-reimbursable courses may be eligible for reimbursement if documentation is provided by the educational institution showing an accreditation conversion and the acceptance of the credits as a part of an accredited degree program. Administrative fees as defined in AM-219-1 will be reimbursed up to a maximum of \$25.00 per semester (out of the \$7,500).

The determination of what is considered "job related" shall be determined by the Fire Chief.

ARTICLE 30: VACATION

A. The parties shall continue in effect their Joint Addendum on Leave and Leave Accruals (dated July 21, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum L, and they shall continue to observe the terms of the Addendum. Subject to and with the exception of Section P below, where the terms of the Joint Addendum L are in conflict with any term of or condition of this Agreement the terms in the Joint Addendum L shall supersede and prevail over that other language.

B. Three Suppression Battalion Chiefs shall be allowed off on first choice vacation on each shift.

1. A pilot program regarding the use of vacation on impact days by Battalion Chiefs shall commence on January 1, 2022. The pilot program shall last for one (1) year, unless terminated prior to then by the Department in accordance with the following terms.
2. While the pilot program remains in effect, within three (3) days of a scheduled impact shift, in the event there are less than three (3) Battalion Chiefs off on first choice vacation, the Battalion Chief scheduled to work their impact may exercise the option as first choice vacation for their scheduled impact shift.
3. The parties agree that allowing Battalion Chiefs to exercise a vacation option on an impact day is not intended to create any additional cost for the City, due to overtime or for any other reason, that would not have been incurred in the absence of this pilot program. Accordingly, after ninety (90) days have elapsed since the implementation of this pilot program, and after each ninety (90) day period thereafter, the Department will review data to determine whether this pilot program has generated such additional cost. In the event that the pilot program has generated such a cost, the Chief of Department shall have the right to terminate the pilot program. The Chief of Department's decision to permit the pilot program to continue notwithstanding a determination that the program generated additional cost shall not be a waiver of the Chief's right to terminate the program following a subsequent ninety-day period.
4. After the end of the fourth ninety-day period following the start of the pilot program, provided that the pilot program has not been terminated already, the Chief of Department shall have the right, in his sole and exclusive discretion, to terminate the pilot program upon thirty (30) days' notice to the President of the Union. Upon request by the President of the Union, the Chief of Department shall meet and confer in good faith with the Union during this thirty (30) day notice period, and the Chief shall provide the Union with an explanation (which need not be in writing) for his decision to terminate the pilot program.

C. The practice of numbering first choice vacation opportunities shall be continued. In order to assign first choice vacation opportunities, all Fire Suppression and EMS employees who are members of the Group System, as provided in Article 8, shall be assigned to six (6) numbered groups. An EMS employee shall be entitled to a first-choice vacation opportunity consisting, on a 10/14 schedule, of four (4) consecutive shifts when the employee's number appears on the work schedule and, on a 24-hour schedule, of two (2) consecutive shifts when the employee's number appears on the work schedule. Each employee on a 10/14 schedule shall receive approximately thirty (30) first choice vacation opportunities within a year; each employee on a 24-hour schedule shall receive approximately fifteen (15) first choice vacation opportunities within each year.

D. Second choice vacations will be permitted if sufficient personnel are available.

E. Employees may exchange vacation options with the consent of the respective Battalion Chief, Battalion Commander, or Division Chief(s), as the case may be, as stated in Article 8, Section B.

F. Effective July 1, 2011, the accrual rate of a leave day shall be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or retirement from

service with the City of Baltimore, unused leave shall be liquidated at the rate of 8.424 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis, i.e., use of a day shift shall exhaust 10 hours and use of a night shift shall exhaust 14 hours.

G. No employee shall at any time be compelled to take vacation time.

H. Effective January 1, 2014, for personnel assigned to a 46.3-hour work schedule, the accrual rate of a leave day shall continue to be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or retirement from service with the City of Baltimore, unused leave shall be liquidated at the rate of 9.4 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis.

I. The Employer may reassign members to different group numbers within the six-number system to equalize shifts and vacation numbers. The Employer shall nonetheless ensure that each member's vacation opportunities are not cut short. The members shall be afforded the opportunity to take the proper number of vacation options per year.

J. On and after January 1, 2014, upon permanent separation or retirement from service of each Employee who is assigned to a 46.3-hour work schedule, all unused leave earned and accumulated by that employee after December 31, 2013 and over and above the amount accumulated and which appears on the written statement as of December 31, 2013, shall be liquidated at the rate of 9.4 hours for each day. In January 2014, the City of Baltimore and the Fire Department shall prepare a written statement for each member of the Fire Department through December 31, 2013, accounting to that member (and the Union) for all leave earned and accumulated by the member through December 31, 2013. On and after January 1, 2014, upon permanent separation or retirement from service, all unused leave earned and accumulated before January 1, 2014 shall be liquidated at the rate of 8.424 hours for each day of accrued leave.

K. On and after January 1, 2014, the Employer shall devote its "best efforts" as practicable to separately account for holiday leave time on the payroll records and pay stub of each bargaining unit employee, which shall separately account for all prior accrued holiday leave.

L. On and after January 1, 2014, Employees assigned to a 46.3-hour work (24-hour shift) schedule may use first choice vacation leave in 10, 14 and/or 24-hour blocks as elected by the employee.

M. The terms of DO 25-22 shall be extended to all members of the bargaining unit, allowing them to use vacation in segments of 10, 14, or 24 hours for impact days.

N. Regulations pertaining to vacation under MOP 322 shall remain in effect for employees hired into the Fire Service prior to July 1, 1979.

O. For those employees hired into the Fire Service after July 1, 1979, vacation leave is accrued in relationship to the length of continuous service with the Employer as follows:

1. Employees with less than six (6) full years of completed service shall earn vacation leave of one (1) day for each month of completed service, or a total of 12 days per year.
2. Employees who have six (6) but less than eleven (11) full years of completed service shall earn vacation leave of 1¼ days for each month of completed service, or a total of 15 days per year.
3. Employees who have eleven (11) but less than fourteen (14) years of completed service shall earn vacation leave of 1½ days for each month of completed service, or a total of 18 days per year.
4. Employees who have fourteen (14) but less than nineteen (19) years of completed service shall earn vacation leave of 1¾ days for each month of completed service, or a total of 21 days per year.
5. Employees who have nineteen (19) or more years of service shall earn vacation leave of 2 days for each month of completed service, or a total of 24 days per year.

P. Holidays

Effective July 1, 2023, the following days are City legal holidays:

1. New Year's Day
2. Independence Day
3. Martin Luther King's Birthday
4. Labor Day
5. Indigenous Peoples' Day†
6. Veteran's Day
7. President's Day†
8. Thanksgiving Day
9. Good Friday†
10. Christmas Day
11. Memorial Day
12. Juneteenth
13. General Elections (when a member of the U.S. Congress is to be elected)

Members observe the holidays as designated each year for City employees.

The City may designate additional legal holidays, which shall be recognized, herein, upon enactment.

Members working on a schedule other than Monday through Friday will be granted one additional leave day for each of the legal holidays as it occurs except that those members will not be granted a leave for President's Day, Good Friday, or for Indigenous Peoples' Day.

All hours worked during a shift that begins on Thanksgiving Day, Christmas Day, or on Independence Day shall be paid at a rate of time and a half.

This section does not affect the rights of employees appointed prior to July 1, 1979.

Q. Employees shall be allowed to accumulate vacation up to the maximum number of days as provided in Addendum L, except that notwithstanding anything to the contrary in Addendum L or elsewhere in this Agreement:

1. Effective July 1, 2021, the current annual holiday leave accrual shall be reduced by two (2) days per year.
2. Effective July 1, 2022, the annual holiday leave accrual shall be reduced by an additional two (2) days per year.
3. The parties agree to discuss a modified holiday accrual schedule to account for the above changes.

All leave days shall be considered vacation days for the purpose of this Article.

R. Notwithstanding any other contrary provision of or addendum to this Agreement or any other agreement, policy or procedure, all members of the Baltimore Fire Officers, Local 964 hired by the Baltimore City Fire Department on or after July 1, 2016, may accrue, accumulate, use, and trade vacation and other leave on the same terms as employees hired before that date but, upon permanent separation or retirement from service, shall be allowed to liquidate (i.e., "cash-in") a maximum of fifty (50) days of accrued leave (meaning 50 days of vacation, personal leave and holidays in the aggregate). In all other respects, regulations pertaining to vacation and other leave shall remain the same. Regulations pertaining to vacation under MOP 366-2, MOP 366-5, and any other related MOP(s) shall be changed to reflect this limitation on cashing in vacation upon termination for those hired after July 1, 2016.

S. The existing Joint Labor-Management Committee shall be continued for the purpose of addressing any problems or concerns, which arise from the implementation of this policy.

The Committee shall consist of six (6) persons, two (2) of whom shall be appointed by the Fire Department from its management staff and 2 each from each of the Local Unions, each person so appointed having equal right to participation in the Committee's affairs. The Committee shall have the authority to recommend to the parties any change, which might be viewed as necessary to improve the work schedule, granting each party the right to review any such recommendation. The Committee shall conduct its first meeting after the beginning of the contract year in the first week of October 1992, and thereafter with such frequency as its members believe is necessary to the best interest of the Department and its members.

ARTICLE 31: OTHER LEAVE

A. Injury and/or Sick Leave (Non-Line of Duty)

No deduction shall be made in the salaries of employees of the bargaining unit on account of non-line of duty illness or injury; provided such sickness does not last longer than 6 months; and provided further that if employees shall absent themselves from duty on account of non-line of duty illness or injury they shall, before receiving their salary, present or have presented to the unit officer of the company of which they are members, a certificate from the physician employed by the Fire Department, stating that on account of the employee's illness or injury, they are unable to perform their duties.

B. Injury and/or Sick leave (Line of Duty)

Members of the Department, receiving injury or becoming disabled while in the discharge of duties, so as to prevent them from following their daily occupation or attending to their duties as a member of said Department, such members shall, for the space of twelve (12) months, provided their disability shall last that time, receive their usual salary.

Employees shall be entitled to receive no Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employees are receiving their full-salary job injury leave as outlined above.

C. Catastrophic Injury or Illness

In addition to leave available in Sections A and B above, should a permanent full-time employee covered by this Agreement sustain a catastrophic injury or illness, and complete medical recovery is reasonably anticipated; but, return to full regular duty requires additional recovery/rehabilitation time, he or she will be allowed to use twelve weeks of accrued leave time as Family and Medical Leave for a serious health condition provided the following conditions are met: The reasonable prognosis of complete recovery within twelve weeks referred to in this section C, must be certified by a physician licensed in the State of Maryland.

D. Family and Medical Leave

1. Use of accrued leave as provided in this Article does not modify the combination of types of leave specified in the City of Baltimore Administrative Manual, AM 203-2 Family and Medical Leave. Use of Family and Medical Leave under the provisions of this section is limited to the twelve (12) weeks per twelve (12) month entitlement of the Family and Medical Leave Act of 1993 ("FMLA") and the Employee Eligibility criteria specified in AM 203-2.
2. The Employer shall continue to follow its paid leave practices for line of duty and non-line of duty leave in the event of illness or injury. When an employee is out of work for an illness or injury that qualifies for the FMLA, that leave shall be counted toward an employee's twelve (12) weeks of FMLA coverage, and he/she shall be notified that the FMLA shall be applied to the absence. In the event of other absence covered by the FMLA, e.g. for child care or parental leave, then such absences shall be charged against the employee's vacation leave accrual, if any remains, but the employee shall not forfeit any first choice opportunities for such leave. In the event that an employee exhausts the twelve (12) week FMLS coverage, in the absence of leave

abuse, the Employer shall give due consideration for requests for extended leave to avoid hardship or loss of employment.

E. Retirement Leave

1. Employees who retire between July 1, 2021 and June 30, 2022 may elect to receive ninety (90) days of leave with pay ("Retirement Leave") as a lump sum payment, at their then-current rates of pay, or to take Retirement Leave as 90 days of paid leave in accordance with current practices.
2. Employees who retire after June 30, 2022, shall receive Retirement Leave as a lump sum payment at their then-current rates of pay.
3. Nothing in this Section shall affect employees' current ability to use Retirement Leave in conjunction with non-line of duty and line of duty illness or injury leave.

F. Union Leave

With prior approval of the Chief of the Department, employees may be granted Union Leave without loss of pay to attend scheduled conferences, seminars, meetings, and conventions. The total amount of this leave available during the term of this Agreement is equal to 160 days per year. Up to 160 days of Union Leave that is unused may be carried over from one fiscal year to the next, and it shall be available for use in addition to the 160 days that shall be allotted for the new fiscal year.

Subject to approval by the Chief of Fire Department, an employee with accumulated vacation days may transfer up to two (2) vacation days per calendar per to another employee who is experiencing a personal hardship, providing the following conditions are met:

1. The recipient has exhausted all of his or her accrued leave including vacation and personal leave.
2. The transfer of vacation days pursuant to this program is strictly a voluntary donation. Vacation days may not be transferred in exchange for cash or other remuneration.
3. The recipient must be experiencing a hardship for which the transfer of days would provide relief.
4. All days transferred pursuant to this program are irrevocable transfers.
5. An employee may receive no more than thirty (30) transferred days if they are a day-work employee or twenty-eight (28) transferred days if they are a shift work employee.
6. Use of donated days by an employee on suspension or termination is not permitted.

G. Jury Duty

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 four (4) or more hours, including travel time, that member shall not be called to work on or after 5:00 p.m. on the day of the member's appearance for jury service or before 3:00 a.m. 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 four (4) hours, including travel time, once released by the court, the member must immediately report for duty for the balance of his/her shift.

ARTICLE 32: PENSION COMMITTEE

The parties agree that the present joint committee to review the existing pension system will continue. Union representation for the joint committee shall be composed of six representatives, two each, from and appointed by the following bargaining agents: IAFF Local 734, IAFF Local 964, and Fraternal Order of Police ("FOP"). It shall be permitted to recommend appropriate pension changes during the term of this Agreement.

ARTICLE 33: PRINTING

The cost of printing a sufficient number of copies of this Agreement for distribution to members of the bargaining unit and the Employer representatives shall be shared equally by the parties and the printing shall be by Union shop as selected by the Union. IAFF Local 964 shall be provided with a PDF copy of the signed and adopted Agreement with all addenda and attachments.

ARTICLE 34: SEVERABILITY

A. Should any Article or part of any Article of this Agreement be declared by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Agreement shall not thereby be invalidated but shall remain in full force and effect to the same end and effect as if such invalid portion had not been included. In such event, the parties agree that at the request of either of them, negotiations will be commenced for a mutually agreeable replacement provision.

B. If, as a condition for receipt by the City of state or federal grant-in-aid funds or other state or federal allotments of money, a provision of the Memorandum is required by the awarding agency to be deleted or modified, the parties shall promptly meet to discuss compliance with such condition and the adoption of substitute contractual provisions to preserve and protect the rights and privileges of the parties as intended by the provision required to be deleted or modified.

ARTICLE 35: WORK RULES

Each employee who is covered by this Agreement shall be given ten (10) days' notice in advance of any change in assignment or of any Departmental decision to change an employee's shift (including vacation numbers). Any 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.

ARTICLE 36: TERMINATION, CHANGE OR AMENDMENT

A. This Agreement shall become effective July 1, 2023 and remain in full force and effect until June 30, 2024. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by certified mail no later than January 1, 2024. The provisions of Section 8.F.1 shall remain in effect after the expiration of the remainder of this Agreement.

B. If a substantial and material change occurs in the fiscal status of the City of Baltimore's General Fund subsequent to the formation of the current Interest Arbitration Award or Memorandum of Understanding, then in such event the Mayor may require the reopening of the Interest Arbitration Award or Memorandum of Understanding, as to wages only, upon 20-days written notice to the other party. The Mayor's notice shall be noted in the minutes of the Board of Estimates. Should the parties fail to reach an agreement regarding a change in wages by negotiation, within 20 days following the commencement of negotiation, the parties shall submit the wage adjustment issue to binding interest arbitration, consistent with the procedures set forth in Baltimore City Charter (As Last Amended by Ch. 624, Acts of 2013), Article II, Section 55(b).

The neutral member of the Board of Arbitration shall be a member of the National Academy of Arbitrators.

The issue submitted to the Board of Arbitration will be whether the Arbitration Award or Memorandum of Understanding must be modified in light of substantial and material changed fiscal circumstances in the City of Baltimore's General Fund which could not reasonably have been expected at the time of the interest arbitration or prior negotiation. The Board of Arbitration shall have the authority to modify the wage component of the Award or Memorandum of Understanding based upon the final and last positions taken by the parties. Any such modification shall only be prospective. The decision of the Board of Arbitration shall be rendered within 30 days of the commencement of the hearing.

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This Agreement is signed on the 10th day of August 2023 in Baltimore Maryland.

**MAYOR AND CITY COUNCIL OF
BALTIMORE**

Deborah F. Moore-Carter

Deborah F. Moore-Carter

James W. Wallace
James W. Wallace

Veronica P. Jones

Veronica P. Jones

Yvette Brown
Yvette Brown

Wayne T. Robinson
Wayne T. Robinson

Jamarr L. Rayne
Jamarr Rayne

**BALTIMORE FIRE OFFICERS, IAFF, LOCAL
964, AFL-CIO, CLC**

DocuSigned by:
Joshua L. Fannon

Joshua L. Fannon

David M. Goldman

Michael Hudson

Thomas A. Skinner

Harry Conway

Carrie Naylor

Duane Hull

Approved as to Form and Legal Sufficiency:

Eilene Brown 8/11/23

Eilene Brown, Esq. Date
General Counsel, Legal and Regulatory
Affairs Baltimore City Fire Department

NOTED BY THE BOARD OF ESTIMATES:

M. Amato 8/23/2023
Clerk Date

ADDENDUM A: HEALTH AND WELFARE BENEFITS

THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

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

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

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

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

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

IT IS HEREBY AGREED by and between the parties hereto:

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

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

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

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

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

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

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

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

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

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

3. **Premiums/Premium Equivalents.**

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

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

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

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

5. **Requests for Proposals.**

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

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

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

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

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

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

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

6. Surplus from Self-Insured Plans.

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

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

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

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

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

7. **Premium Stabilization Fund.**

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

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

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

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

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

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

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

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

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


MAYOR AND CITY
OF BALTIMORE:


Deborah F. Moore-Carter

AFSCME, LOCAL 44


Glenard S. Middleton, Sr.


AFSCME, LOCAL 558


Wendy Smith

BALTIMORE FIRE OFFICERS
ASSOCIATION


Stephen Forchar, Jr.

AFSCME, LOCAL 2202


Gary Smith

CITY UNION OF BALTIMORE


Antoinette Ryan-Johnson

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


Gene Ryan

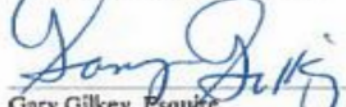
BALTIMORE FIRE FIGHTERS
ASSOCIATION


Richard "Dickie" Altieri

MANAGERIAL AND PROFESSIONAL SOCIETY OF
BALTIMORE, INC


~~Michael Guye~~ Pamela Shaw

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Gary Gilkey, Esquire
Chief, Labor and Employment

ADDENDUM B: SALARY SCHEDULES

FY24 Salary Schedule Effective July 1, 2023

FY24 - Local 964 Non-ALS												
					1%	1.5%	3.5%	2%	3.5%	2%	8%	7%
Grade	Hiring	Full Performance	Experienced	Maximum	Long 1 (5)	Long 2 (6)	Long 3 (10)	Long 4 (13)	Long 5 (15)	Long 6 (18)	Long 7 (20)	Long 8 (25)
338	\$70,823.37	\$73,586.21	\$84,307.81	\$86,415.59	\$864.16	\$1,296.23	\$3,024.55	\$1,728.31	\$3,024.55	\$1,728.31	\$6,913.25	\$6,049.09
341	\$79,384.83	\$82,949.79	\$95,529.62	\$97,915.91	\$979.16	\$1,468.74	\$3,427.06	\$1,958.32	\$3,427.06	\$1,958.32	\$7,833.27	\$6,854.11
344	\$90,370.46	\$94,695.19	\$110,152.61	\$112,905.42	\$1,129.05	\$1,693.58	\$3,951.69	\$2,258.11	\$3,951.69	\$2,258.11	\$9,032.43	\$7,903.38

FY24 - Local 964 ALS												
					1%	1.5%	3.5%	2%	3.5%	2%	8%	7%
Grade	Hiring	Full Performance	Experienced	Maximum	Long 1 (5)	Long 2 (6)	Long 3 (10)	Long 4 (13)	Long 5 (15)	Long 6 (18)	Long 7 (20)	Long 8 (25)
374	\$73,943.38	\$76,706.21	\$87,427.81	\$89,535.59	\$895.36	\$1,343.03	\$3,133.75	\$1,790.71	\$3,133.75	\$1,790.71	\$7,162.85	\$6,267.49
378	\$82,504.83	\$86,069.79	\$98,649.62	\$101,035.91	\$1,010.36	\$1,515.54	\$3,536.26	\$2,020.72	\$3,536.26	\$2,020.72	\$8,082.87	\$7,072.51
381	\$93,490.46	\$97,815.19	\$113,272.61	\$116,025.43	\$1,160.25	\$1,740.38	\$4,060.89	\$2,320.51	\$4,060.89	\$2,320.51	\$9,282.03	\$8,121.78

FY24 Salary Schedule Effective June 30, 2024

FY24 - Local 964 Non-ALS												
					1%	3%	3.5%	2%	3.5%	2%	8%	7%
Grade	Hiring	Full Performance	Experienced	Maximum	Long 1 (5)	Long 2 (6)	Long 3 (10)	Long 4 (13)	Long 5 (15)	Long 6 (18)	Long 7 (20)	Long 8 (25)
338	\$70,823.37	\$73,586.21	\$84,307.81	\$86,415.59	\$864.16	\$2,592.47	\$3,024.55	\$1,728.31	\$3,024.55	\$1,728.31	\$6,913.25	\$6,049.09
341	\$79,384.83	\$82,949.79	\$95,529.62	\$97,915.91	\$979.16	\$2,937.48	\$3,427.06	\$1,958.32	\$3,427.06	\$1,958.32	\$7,833.27	\$6,854.11
344	\$90,370.46	\$94,695.19	\$110,152.61	\$112,905.42	\$1,129.05	\$3,387.16	\$3,951.69	\$2,258.11	\$3,951.69	\$2,258.11	\$9,032.43	\$7,903.38

FY24 - Local 964 ALS												
					1%	3%	3.5%	2%	3.5%	2%	8%	7%
Grade	Hiring	Full Performance	Experienced	Maximum	Long 1 (5)	Long 2 (6)	Long 3 (10)	Long 4 (13)	Long 5 (15)	Long 6 (18)	Long 7 (20)	Long 8 (25)
374	\$73,943.38	\$76,706.21	\$87,427.81	\$89,535.59	\$895.36	\$2,686.07	\$3,133.75	\$1,790.71	\$3,133.75	\$1,790.71	\$7,162.85	\$6,267.49
378	\$82,504.83	\$86,069.79	\$98,649.62	\$101,035.91	\$1,010.36	\$3,031.08	\$3,536.26	\$2,020.72	\$3,536.26	\$2,020.72	\$8,082.87	\$7,072.51
381	\$93,490.46	\$97,815.19	\$113,272.61	\$116,025.43	\$1,160.25	\$3,480.76	\$4,060.89	\$2,320.51	\$4,060.89	\$2,320.51	\$9,282.03	\$8,121.78

ADDENDUM C: WORK SCHEDULE

JULY 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Fire A/6 Impact B/3 EMS Day A/6 EMS Night D/5
2 Fire C/5 Impact D/4 EMS Day A/6 EMS Night D/5	3 Fire A/6 Impact B/4 EMS Day C/6 EMS Night A/6	4 Fire D/6 Impact C/5 EMS Day C/6 EMS Night A/6 <i>Independence Day</i>	5 Fire B/6 Impact A/5 EMS Day B/6 EMS Night C/6	6 Fire D/6 Impact C/6 EMS Day B/6 EMS Night C/6	7 Fire B/6 Impact A/6 EMS Day D/6 EMS Night B/6	8 Fire C/6 Impact D/5 EMS Day D/6 EMS Night B/6
9 Fire A/1 Impact B/5 EMS Day A/1 EMS Night D/6	10 Fire C/6 Impact D/6 EMS Day A/1 EMS Night D/6	11 Fire A/1 Impact B/6 EMS Day C/1 EMS Night A/1	12 Fire D/1 Impact C/7 EMS Day C/1 EMS Night A/1	13 Fire B/1 Impact A/7 EMS Day B/1 EMS Night C/1	14 Fire D/1 Impact C/8 EMS Day B/1 EMS Night C/1 \$	15 Fire B/1 Impact A/8 EMS Day D/1 EMS Night B/1
16 Fire C/1 Impact D/7 EMS Day D/1 EMS Night B/1	17 Fire A/2 Impact B/7 EMS Day A/2 EMS Night D/1	18 Fire C/1 Impact D/8 EMS Day A/2 EMS Night D/1	19 Fire A/2 Impact B/8 EMS Day C/2 EMS Night A/2	20 Fire D/2 Impact C/2 EMS Day C/2 EMS Night A/2	21 Fire B/2 Impact A/2 EMS Day B/2 EMS Night C/2	22 Fire D/2 Impact C/1 EMS Day B/2 EMS Night C/2
23 Fire B/2 Impact A/1 EMS Day D/2 EMS Night B/2	24 Fire C/2 Impact D/2 EMS Day D/2 EMS Night B/2	25 Fire A/3 Impact B/2 EMS Day A/3 EMS Night D/2	26 Fire C/2 Impact D/1 EMS Day A/3 EMS Night D/2	27 Fire A/3 Impact B/1 EMS Day C/3 EMS Night A/3	28 Fire D/3 Impact C/4 EMS Day C/3 EMS Night A/3 \$	29 Fire B/3 Impact A/4 EMS Day B/3 EMS Night C/3
30 Fire D/3 Impact C/3 EMS Day B/3 EMS Night C/3	31 Fire B/3 Impact A/3 EMS Day D/3 EMS Night B/3					

AUGUST 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
		Fire C/3	Fire A/4	Fire C/3	Fire A/4	Fire D/4
		Impact D/4	Impact B/4	Impact D/3	Impact B/3	Impact C/6
		EMS Day D/3	EMS Day A/4	EMS Day A/4	EMS Day C/4	EMS Day C/4
		EMS Night B/3	EMS Night D/3	EMS Night D/3	EMS Night A/4	EMS Night A/4
6	7	8	9	10	11	12
Fire B/4	Fire D/4	Fire B/4	Fire C/4	Fire A/5	Fire C/4	Fire A/5
Impact A/6	Impact C/5	Impact A/5	Impact D/6	Impact B/6	Impact D/5	Impact B/5
EMS Day B/4	EMS Day B/4	EMS Day D/4	EMS Day D/4	EMS Day A/5	EMS Day A/5	EMS Day C/5
EMS Night C/4	EMS Night C/4	EMS Night B/4	EMS Night B/4	EMS Night D/4	EMS Night D/4	EMS Night A/5
					\$	
13	14	15	16	17	18	19
Fire D/5	Fire B/5	Fire D/5	Fire B/5	Fire C/5	Fire A/6	Fire C/5
Impact C/8	Impact A/8	Impact C/7	Impact A/7	Impact D/8	Impact B/8	Impact D/7
EMS Day C/5	EMS Day B/5	EMS Day B/5	EMS Day D/5	EMS Day D/5	EMS Day A/6	EMS Day A/6
EMS Night A/5	EMS Night C/5	EMS Night C/5	EMS Night B/5	EMS Night B/5	EMS Night D/5	EMS Night D/5
20	21	22	23	24	25	26
Fire A/6	Fire D/6	Fire B/6	Fire D/6	Fire B/6	Fire C/6	Fire A/1
Impact B/7	Impact C/1	Impact A/1	Impact C/2	Impact A/2	Impact D/1	Impact B/1
EMS Day C/6	EMS Day C/6	EMS Day B/6	EMS Day B/6	EMS Day D/6	EMS Day D/6	EMS Day A/1
EMS Night A/6	EMS Night A/6	EMS Night C/6	EMS Night C/6	EMS Night B/6	EMS Night B/6	EMS Night D/6
					\$	
27	28	29	30	31		
Fire C/6	Fire A/1	Fire D/1	Fire B/1	Fire D/1		
Impact D/2	Impact B/2	Impact C/3	Impact A/8	Impact C/9		
EMS Day A/1	EMS Day C/1	EMS Day C/1	EMS Day B/1	EMS Day B/1		
EMS Night D/6	EMS Night A/1	EMS Night A/1	EMS Night C/1	EMS Night C/1		

SEPTEMBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
					Fire B/1	Fire C/1
					Impact A/9	Impact D/8
					EMS Day D/1	EMS Day D/1
					EMS Night B/1	EMS Night B/1
3	4	5	6	7	8	9
Fire A/2	Fire C/1	Fire A/2	Fire D/2	Fire B/2	Fire C/6	Fire B/2
Impact B/8	Impact D/9	Impact B/9	Impact C/10	Impact A/10	Impact C/1	Impact A/1
EMS Day A/2	EMS Day A/2	EMS Day C/2	EMS Day C/2	EMS Day B/2	EMS Day B/2	EMS Day D/2
EMS Night D/1	EMS Night D/1	EMS Night A/2	EMS Night A/2	EMS Night C/2	EMS Night C/2	EMS Night B/2
	<i>Labor Day</i>				\$	
10	11	12	13	14	15	16
Fire C/2	Fire A/3	Fire C/2	Fire A/3	Fire D/3	Fire B/3	Fire D/3
Impact D/10	Impact B/10	Impact D/1	Impact B/1	Impact C/2	Impact A/2	Impact C/3
EMS Day D/2	EMS Day A/3	EMS Day A/3	EMS Day C/3	EMS Day C/3	EMS Day B/3	EMS Day B/3
EMS Night B/2	EMS Night D/2	EMS Night D/2	EMS Night A/3	EMS Night A/3	EMS Night C/3	EMS Night C/3
17	18	19	20	21	22	23
Fire B/3	Fire C/3	Fire A/4	Fire C/3	Fire A/4	Fire D/4	Fire B/4
Impact A/3	Impact D/2	Impact B/2	Impact D/3	Impact B/3	Impact C/4	Impact A/4
EMS Day D/3	EMS Day D/3	EMS Day A/4	EMS Day A/4	EMS Day C/4	EMS Day C/4	EMS Day B/4
EMS Night B/3	EMS Night B/3	EMS Night D/3	EMS Night D/3	EMS Night A/4	EMS Night A/4	EMS Night C/4
					\$	
24	25	26	27	28	29	30
Fire D/4	Fire B/4	Fire C/4	Fire A/5	Fire C/4	Fire A/5	Fire D/5
Impact C/5	Impact A/5	Impact D/4	Impact B/4	Impact D/5	Impact B/5	Impact C/6
EMS Day B/4	EMS Day D/4	EMS Day D/4	EMS Day A/5	EMS Day A/5	EMS Day C/5	EMS Day C/5
EMS Night C/4	EMS Night B/4	EMS Night B/4	EMS Night D/4	EMS Night D/4	EMS Night A/5	EMS Night A/5

OCTOBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
Fire B/5	Fire D/5	Fire B/5	Fire C/5	Fire A/6	Fire C/5	Fire A/6
Impact A/6	Impact C/7	Impact A/7	Impact D/6	Impact B/6	Impact D/7	Impact B/7
EMS Day B/5	EMS Day B/5	EMS Day D/5	EMS Day D/5	EMS Day A/6	EMS Day A/6	EMS Day C/6
EMS Night C/5	EMS Night C/5	EMS Night B/5	EMS Night B/5	EMS Night D/5	EMS Night D/5	EMS Night A/6
					\$	
8	9	10	11	12	13	14
Fire D/6	Fire B/6	Fire D/6	Fire B/6	Fire C/6	Fire A/1	Fire C/6
Impact C/8	Impact A/8	Impact C/9	Impact A/9	Impact D/8	Impact B/8	Impact D/9
EMS Day C/6	EMS Day B/6	EMS Day B/6	EMS Day D/6	EMS Day D/6	EMS Day A/1	EMS Day A/1
EMS Night A/6	EMS Night C/6	EMS Night C/6	EMS Night B/6	EMS Night B/6	EMS Night D/6	EMS Night D/6
	<i>Indigenous Peoples Day</i>					
15	16	17	18	19	20	21
Fire A/1	Fire D/1	Fire B/1	Fire D/1	Fire B/1	Fire C/1	Fire A/2
Impact B/9	Impact C/10	Impact A/10	Impact C/1	Impact A/1	Impact D/10	Impact B/10
EMS Day C/1	EMS Day C/1	EMS Day B/1	EMS Day B/1	EMS Day D/1	EMS Day D/10	EMS Day A/2
EMS Night A/1	EMS Night A/1	EMS Night C/1	EMS Night C/1	EMS Night B/1	EMS Night B/1	EMS Night D/1
					\$	
22	23	24	25	26	27	28
Fire C/1	Fire A/2	Fire D/2	Fire B/2	Fire D/2	Fire B/2	Fire C/2
Impact D/1	Impact B/1	Impact C/2	Impact A/2	Impact C/3	Impact A/3	Impact D/2
EMS Day A/2	EMS Day C/2	EMS Day C/2	EMS Day B/2	EMS Day B/2	EMS Day D/2	EMS Day D/2
EMS Night D/1	EMS Night A/2	EMS Night A/2	EMS Night C/2	EMS Night C/2	EMS Night B/2	EMS Night B/2
29	30	31				
Fire A/3	Fire C/2	Fire A/3				
Impact B/2	Impact D/3	Impact B/3				
EMS Day A/3	EMS Day A/3	EMS Day C/3				
EMS Night D/2	EMS Night D/2	EMS Night A/3				

NOVEMBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
			Fire D/3	Fire B/3	Fire D/3	Fire B/3
			Impact C/4	Impact A/4	Impact C/5	Impact A/5
			EMS Day C/3	EMS Day B/3	EMS Day B/3	EMS Day D/3
			EMS Night A/3	EMS Night C/3	EMS Night C/3	EMS Night B/3
					\$	
5	6	7	8	9	10	11
Fire C/3	Fire A/4	Fire C/3	Fire A/4	Fire D/4	Fire B/4	Fire D/4
Impact D/4	Impact B/4	Impact D/5	Impact B/5	Impact C/6	Impact A/6	Impact C/7
EMS Day D/3	EMS Day A/4	EMS Day A/4	EMS Day C/4	EMS Day C/4	EMS Day B/4	EMS Day B/4
EMS Night B/3	EMS Night D/3	EMS Night D/3	EMS Night A/4	EMS Night A/4	EMS Night C/4	EMS Night C/4
						<i>Veteran's Day</i>
12	13	14	15	16	17	18
Fire B/4	Fire C/4	Fire A/5	Fire C/4	Fire A/5	Fire D/5	Fire B/5
Impact A/7	Impact D/6	Impact B/6	Impact D/7	Impact B/7	Impact C/8	Impact A/8
EMS Day D/4	EMS Day D/4	EMS Day A/5	EMS Day A/5	EMS Day C/5	EMS Day C/5	EMS Day B/5
EMS Night B/4	EMS Night B/4	EMS Night D/4	EMS Night D/4	EMS Night A/5	EMS Night A/5	EMS Night C/5
					\$	
19	20	21	22	23	24	25
Fire D/5	Fire B/5	Fire C/5	Fire A/6	Fire C/5	Fire A/6	Fire D/6
Impact C/9	Impact A/9	Impact D/8	Impact B/8	Impact D/9	Impact B/9	Impact C/10
EMS Day B/5	EMS Day D/5	EMS Day D/5	EMS Day A/6	EMS Day A/6	EMS Day C/6	EMS Day C/6
EMS Night C/5	EMS Night B/5	EMS Night B/5	EMS Night D/5	EMS Night D/5	EMS Night A/6	EMS Night A/6
				<i>Thanksgiving</i>		
26	27	28	29	30		
Fire B/6	Fire D/6	Fire B/6	Fire C/6	Fire A/1		
Impact A/10	Impact C/1	Impact A/1	Impact D/10	Impact B/10		
EMS Day B/6	EMS Day B/6	EMS Day D/6	EMS Day D/6	EMS Day A/1		
EMS Night C/6	EMS Night C/6	EMS Night B/6	EMS Night B/6	EMS Night D/6		

DECEMBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
					Fire C/5	Fire A/1
					Impact D/1	Impact B/1
					EMS Day A/1	EMS Day C/1
					EMS Night D/6	EMS Night A/1
					\$	
3	4	5	6	7	8	9
Fire D/1	Fire B/1	Fire D/1	Fire B/1	Fire C/1	Fire A/2	Fire C/1
Impact C/2	Impact A/2	Impact C/3	Impact A/3	Impact D/2	Impact B/2	Impact D/3
EMS Day C/1	EMS Day B/1	EMS Day B/1	EMS Day D/1	EMS Day D/1	EMS Day A/2	EMS Day A/2
EMS Night A/1	EMS Night C/1	EMS Night C/1	EMS Night B/1	EMS Night B/1	EMS Night D/1	EMS Night D/1
10	11	12	13	14	15	16
Fire A/2	Fire D/2	Fire B/2	Fire D/2	Fire B/2	Fire C/2	Fire A/3
Impact B/3	Impact C/4	Impact A/4	Impact C/5	Impact A/5	Impact D/4	Impact B/4
EMS Day C/2	EMS Day C/2	EMS Day B/2	EMS Day B/2	EMS Day D/2	EMS Day D/2	EMS Day A/3
EMS Night A/2	EMS Night A/2	EMS Night C/2	EMS Night C/2	EMS Night B/2	EMS Night B/2	EMS Night D/2
					\$	
17	18	19	20	21	22	23
Fire C/2	Fire A/3	Fire D/3	Fire B/3	Fire D/3	Fire B/3	Fire C/3
Impact D/5	Impact B/5	Impact C/6	Impact A/6	Impact C/7	Impact A/7	Impact D/6
EMS Day A/3	EMS Day C/3	EMS Day C/3	EMS Day B/3	EMS Day B/3	EMS Day D/3	EMS Day D/3
EMS Night D/2	EMS Night A/3	EMS Night A/3	EMS Night C/3	EMS Night C/3	EMS Night B/3	EMS Night B/3
24	25	26	27	28	29	30
Fire A/4	Fire C/3	Fire A/4	Fire D/4	Fire B/4	Fire D/4	Fire B/4
Impact B/6	Impact D/7	Impact B/7	Impact C/8	Impact A/8	Impact C/9	Impact A/9
EMS Day A/4	EMS Day A/4	EMS Day C/4	EMS Day C/4	EMS Day B/4	EMS Day B/4	EMS Day D/4
EMS Night D/3	EMS Night D/3	EMS Night A/4	EMS Night A/4	EMS Night C/4	EMS Night C/4	EMS Night B/4
	<i>Christmas</i>				\$	
31						
Fire C/4						
Impact D/8						
EMS Day D/4						
EMS Night B/4						
<i>New Years Eve</i>						

JANUARY 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	Fire A/5	Fire C/4	Fire A/5	Fire D/5	Fire B/5	Fire D/5
	Impact B/8	Impact D/9	Impact B/9	Impact C/10	Impact A/10	Impact C/1
	EMS Day A/5	EMS Day A/5	EMS Day C/5	EMS Day C/5	EMS Day B/5	EMS Day B/5
	EMS Night D/4	EMS Night D/4	EMS Night A/5	EMS Night A/5	EMS Night C/5	EMS Night C/5
	<i>New Year's Day</i>					
7	8	9	10	11	12	13
Fire B/5	Fire C/5	Fire A/6	Fire C/5	Fire A/6	Fire D/6	Fire B/6
Impact A/1	Impact D/10	Impact B/10	Impact D/1	Impact B/1	Impact C/2	Impact A/2
EMS Day D/5	EMS Day D/5	EMS Day A/6	EMS Day A/6	EMS Day C/6	EMS Day C/6	EMS Day B/6
EMS Night B/5	EMS Night B/5	EMS Night D/5	EMS Night D/5	EMS Night A/6	EMS Night A/6	EMS Night C/6
					\$	
14	15	16	17	18	19	20
Fire D/6	Fire B/6	Fire C/6	Fire A/1	Fire C/6	Fire A/10	Fire D/1
Impact C/3	Impact A/3	Impact D/2	Impact B/2	Impact D/3	Impact B/3	Impact C/4
EMS Day B/6	EMS Day D/6	EMS Day D/6	EMS Day A/1	EMS Day A/1	EMS Day C/1	EMS Day C/1
EMS Night C/6	EMS Night B/6	EMS Night B/6	EMS Night D/6	EMS Night D/6	EMS Night A/1	EMS Night A/1
	<i>MLK Jr Day</i>					
21	22	23	24	25	26	27
Fire B/1	Fire D/1	Fire B/1	Fire C/1	Fire A/2	Fire C/1	Fire A/2
Impact A/4	Impact C/5	Impact A/5	Impact D/4	Impact B/4	Impact D/5	Impact B/5
EMS Day B/1	EMS Day B/1	EMS Day D/1	EMS Day D/1	EMS Day A/2	EMS Day A/2	EMS Day C/2
EMS Night C/1	EMS Night C/1	EMS Night B/1	EMS Night B/1	EMS Night D/1	EMS Night D/1	EMS Night A/2
					\$	
28	29	30	31			
Fire D/2	Fire B/2	Fire D/2	Fire B/2			
Impact C/6	Impact A/6	Impact C/7	Impact A/7			
EMS Day C/2	EMS Day B/2	EMS Day B/2	EMS Day D/2			
EMS Night A/2	EMS Night C/2	EMS Night C/2	EMS Night B/2			

FEBRUARY 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
				Fire C/2	Fire A/3	Fire C/2
				Impact D/6	Impact B/6	Impact D/7
				EMS Day D/2	EMS Day A/3	EMS Day A/3
				EMS Night B/2	EMS Night D/2	EMS Night D/2
4	5	6	7	8	9	10
Fire A/3	Fire D/3	Fire B/3	Fire D/3	Fire B/3	Fire C/3	Fire A/4
Impact B/7	Impact C/8	Impact A/8	Impact C/9	Impact A/9	Impact D/8	Impact B/8
EMS Day C/3	EMS Day C/3	EMS Day B/3	EMS Day B/3	EMS Day D/3	EMS Day D/3	EMS Day A/4
EMS Night A/3	EMS Night A/3	EMS Night C/3	EMS Night C/3	EMS Night B/3	EMS Night B/3	EMS Night D/3
					\$	
11	12	13	14	15	16	17
Fire C/3	Fire A/4	Fire D/4	Fire B/4	Fire D/4	Fire B/4	Fire C/4
Impact D/9	Impact B/9	Impact C/10	Impact A/10	Impact C/1	Impact A/1	Impact D/10
EMS Day A/4	EMS Day C/4	EMS Day C/4	EMS Day B/4	EMS Day B/4	EMS Day D/4	EMS Day D/4
EMS Night D/3	EMS Night A/4	EMS Night A/4	EMS Night C/4	EMS Night C/4	EMS Night B/4	EMS Night B/4
18	19	20	21	22	23	24
Fire A/5	Fire C/4	Fire A/5	Fire D/5	Fire B/5	Fire D/5	Fire B/5
Impact B/10	Impact D/1	Impact B/1	Impact C/2	Impact A/2	Impact C/3	Impact A/3
EMS Day A/5	EMS Day A/5	EMS Day C/5	EMS Day C/5	EMS Day B/5	EMS Day B/5	EMS Day D/5
EMS Night D/4	EMS Night D/4	EMS Night A/5	EMS Night A/5	EMS Night C/5	EMS Night C/5	EMS Night B/5
	<i>President's Day</i>				\$	
25	26	27	28	29		
Fire C/5	Fire A/6	Fire C/5	Fire A/6	Fire D/6		
Impact D/2	Impact B/2	Impact D/3	Impact B/3	Impact C/4		
EMS Day D/5	EMS Day A/6	EMS Day A/6	EMS Day C/6	EMS Day C/6		
EMS Night B/5	EMS Night D/5	EMS Night D/5	EMS Night A/6	EMS Night A/6		

MARCH 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
					Fire B/6	Fire D/6
					Impact A/4	Impact C/5
					EMS Day B/6	EMS Day B/6
					EMS Night C/6	EMS Night C/6
3	4	5	6	7	8	9
Fire B/6	Fire C/6	Fire A/1	Fire C/6	Fire A/1	Fire D/1	Fire B/1
Impact A/5	Impact D/4	Impact B/4	Impact D/5	Impact B/5	Impact C/6	Impact A/6
EMS Day D/6	EMS Day D/6	EMS Day A/1	EMS Day A/1	EMS Day C/1	EMS Day C/1	EMS Day B/1
EMS Night B/6	EMS Night B/6	EMS Night D/6	EMS Night D/6	EMS Night A/1	EMS Night A/1	EMS Night C/1
					\$	
10	11	12	13	14	15	16
Fire D/1	Fire B/1	Fire C/1	Fire A/2	Fire C/1	Fire A/2	Fire D/2
Impact C/7	Impact A/7	Impact D/6	Impact B/6	Impact D/7	Impact B/7	Impact C/8
EMS Day B/1	EMS Day D/1	EMS Day D/1	EMS Day A/2	EMS Day A/2	EMS Day C/2	EMS Day C/2
EMS Night C/1	EMS Night B/1	EMS Night B/1	EMS Night D/1	EMS Night D/1	EMS Night A/2	EMS Night A/2
17	18	19	20	21	22	23
Fire B/2	Fire D/2	Fire B/2	Fire C/2	Fire A/3	Fire C/2	Fire A/3
Impact A/8	Impact C/9	Impact A/9	Impact D/8	Impact B/8	Impact D/9	Impact B/9
EMS Day B/2	EMS Day B/2	EMS Day D/2	EMS Day D/2	EMS Day A/3	EMS Day A/3	EMS Day C/3
EMS Night C/2	EMS Night C/2	EMS Night B/2	EMS Night B/2	EMS Night D/2	EMS Night D/2	EMS Night A/3
					\$	
24	25	26	27	28	29	30
Fire D/3	Fire B/3	Fire D/3	Fire B/3	Fire C/3	Fire A/4	Fire C/3
Impact C/10	Impact A/10	Impact C/1	Impact A/1	Impact D/10	Impact B/10	Impact D/1
EMS Day C/3	EMS Day B/3	EMS Day B/3	EMS Day D/3	EMS Day D/3	EMS Day A/4	EMS Day A/4
EMS Night A/3	EMS Night C/3	EMS Night C/3	EMS Night B/3	EMS Night B/3	EMS Night D/3	EMS Night D/3
					<i>Good Friday</i>	
31						
Fire A/4						
Impact B/1						
EMS Day C/4						
EMS Night A/4						

APRIL 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	Fire D/4	Fire B/4	Fire D/4	Fire B/4	Fire C/4	Fire A/5
	Impact C/2	Impact A/2	Impact C/3	Impact A/3	Impact D/2	Impact B/2
	EMS Day C/4	EMS Day B/4	EMS Day B/4	EMS Day D/4	EMS Day D/4	EMS Day A/5
	EMS Night A/4	EMS Night C/4	EMS Night C/4	EMS Night B/4	EMS Night B/4	EMS Night D/4
					\$	
7	8	9	10	11	12	13
Fire C/4	Fire A/5	Fire D/5	Fire B/5	Fire D/5	Fire B/5	Fire C/5
Impact D/3	Impact B/3	Impact C/4	Impact A/4	Impact C/5	Impact A/5	Impact D/4
EMS Day A/5	EMS Day C/5	EMS Day C/5	EMS Day B/5	EMS Day B/5	EMS Day D/5	EMS Day D/5
EMS Night D/4	EMS Night A/5	EMS Night A/5	EMS Night C/5	EMS Night C/5	EMS Night B/5	EMS Night B/5
14	15	16	17	18	19	20
Fire A/6	Fire C/5	Fire A/6	Fire D/6	Fire B/6	Fire D/6	Fire B/6
Impact B/4	Impact D/5	Impact B/5	Impact C/6	Impact A/6	Impact C/7	Impact A/7
EMS Day A/6	EMS Day A/6	EMS Day C/6	EMS Day C/6	EMS Day B/6	EMS Day B/6	EMS Day D/6
EMS Night D/5	EMS Night D/5	EMS Night A/6	EMS Night A/6	EMS Night C/6	EMS Night C/6	EMS Night B/6
					\$	
21	22	23	24	25	26	27
Fire C/6	Fire A/1	Fire C/6	Fire A/1	Fire D/1	Fire B/1	Fire D/1
Impact D/6	Impact B/6	Impact D/7	Impact B/7	Impact C/8	Impact A/8	Impact C/9
EMS Day D/6	EMS Day A/1	EMS Day A/1	EMS Day C/1	EMS Day C/1	EMS Day B/1	EMS Day B/1
EMS Night B/6	EMS Night D/6	EMS Night D/6	EMS Night A/1	EMS Night A/1	EMS Night C/1	EMS Night C/1
28	29	30				
Fire B/1	Fire C/1	Fire A/2				
Impact A/9	Impact D/8	Impact B/8				
EMS Day D/1	EMS Day D/1	EMS Day A/2				
EMS Night B/1	EMS Night B/1	EMS Night D/1				

MAY 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
			Fire C/1	Fire A/2	Fire D/2	Fire B/2
			Impact D/9	Impact B/9	Impact C/10	Impact A/10
			EMS Day A/2	EMS Day C/2	EMS Day C/2	EMS Day B/2
			EMS Night D/1	EMS Night A/2	EMS Night A/2	EMS Night C/2
					\$	
5	6	7	8	9	10	11
Fire D/2	Fire B/2	Fire C/2	Fire A/3	Fire C/2	Fire A/3	Fire D/3
Impact C/1	Impact A/1	Impact D/10	Impact B/10	Impact D/1	Impact B/1	Impact C/2
EMS Day B/2	EMS Day D/2	EMS Day D/2	EMS Day A/3	EMS Day A/3	EMS Day C/3	EMS Day C/3
EMS Night C/2	EMS Night B/2	EMS Night B/2	EMS Night D/2	EMS Night D/2	EMS Night A/3	EMS Night A/3
12	13	14	15	16	17	18
Fire B/3	Fire D/3	Fire B/3	Fire C/3	Fire A/4	Fire C/3	Fire A/4
Impact A/2	Impact C/3	Impact A/3	Impact D/2	Impact B/2	Impact D/3	Impact B/3
EMS Day B/3	EMS Day B/3	EMS Day D/3	EMS Day D/3	EMS Day A/4	EMS Day A/4	EMS Day C/4
EMS Night C/3	EMS Night C/3	EMS Night B/3	EMS Night B/3	EMS Night D/3	EMS Night D/3	EMS Night A/4
					\$	
19	20	21	22	23	24	25
Fire D/4	Fire B/4	Fire D/4	Fire B/4	Fire C/4	Fire A/5	Fire C/4
Impact C/4	Impact A/4	Impact C/5	Impact A/5	Impact D/4	Impact B/4	Impact D/5
EMS Day C/4	EMS Day B/4	EMS Day B/4	EMS Day D/4	EMS Day D/4	EMS Day A/5	EMS Day A/5
EMS Night A/4	EMS Night C/4	EMS Night C/4	EMS Night B/4	EMS Night B/4	EMS Night D/4	EMS Night D/4
26	27	28	29	30	31	
Fire A/5	Fire D/5	Fire B/5	Fire D/5	Fire B/5	Fire C/5	
Impact B/5	Impact C/6	Impact A/6	Impact C/7	Impact A/7	Impact D/6	
EMS Day C/5	EMS Day C/5	EMS Day B/5	EMS Day B/5	EMS Day D/5	EMS Day D/5	
EMS Night A/5	EMS Night A/5	EMS Night C/5	EMS Night C/5	EMS Night B/5	EMS Night B/5	
	<i>Memorial Day</i>				\$	

JUNE 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Fire A/8 Impact B/6 EMS Day A/6 EMS Night D/5
2	3	4	5	6	7	8
Fire C/5	Fire A/6	Fire D/6	Fire B/6	Fire D/6	Fire B/6	Fire C/8
Impact D/7	Impact B/7	Impact C/8	Impact A/8	Impact C/9	Impact A/9	Impact D/8
EMS Day A/6	EMS Day C/6	EMS Day C/6	EMS Day B/6	EMS Day B/6	EMS Day D/6	EMS Day D/6
EMS Night D/5	EMS Night A/6	EMS Night A/6	EMS Night C/6	EMS Night C/6	EMS Night B/6	EMS Night B/6
9	10	11	12	13	14	15
Fire A/1	Fire C/6	Fire A/1	Fire D/1	Fire B/1	Fire D/1	Fire B/1
Impact B/8	Impact D/9	Impact B/9	Impact C/10	Impact A/10	Impact C/1	Impact A/1
EMS Day A/1	EMS Day A/1	EMS Day C/1	EMS Day C/1	EMS Day B/1	EMS Day B/1	EMS Day D/1
EMS Night D/6	EMS Night D/6	EMS Night A/1	EMS Night A/1	EMS Night C/1	EMS Night C/1	EMS Night B/1
					\$	
16	17	18	19	20	21	22
Fire C/1	Fire A/2	Fire C/1	Fire A/2	Fire D/2	Fire B/2	Fire D/2
Impact D/10	Impact B/10	Impact D/1	Impact B/1	Impact C/2	Impact A/2	Impact C/3
EMS Day D/1	EMS Day A/2	EMS Day A/2	EMS Day C/2	EMS Day C/2	EMS Day B/2	EMS Day B/2
EMS Night B/1	EMS Night D/1	EMS Night D/1	EMS Night A/2	EMS Night A/2	EMS Night C/2	EMS Night C/2
			<i>Juneteenth</i>			
23	24	25	26	27	28	29
Fire B/2	Fire C/2	Fire A/3	Fire C/2	Fire A/3	Fire D/3	Fire B/3
Impact A/3	Impact D/2	Impact B/2	Impact D/3	Impact B/3	Impact C/4	Impact A/4
EMS Day D/2	EMS Day D/2	EMS Day A/3	EMS Day A/3	EMS Day C/3	EMS Day C/3	EMS Day B/3
EMS Night B/2	EMS Night B/2	EMS Night D/2	EMS Night D/2	EMS Night A/3	EMS Night A/3	EMS Night C/3
					\$	
30						
Fire D/3						
Impact C/5						
EMS Day B/3						
EMS Night						

ADDENDUM D: RELEASE FROM WORK

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM D
RELEASE FROM WORK

Michael B. Campbell, President
Baltimore Fire Officers, IAFF
Local #964
1030 S Linwood Avenue
Baltimore, Maryland 21224

April 30, 2012

Re: Time Off To Process Grievances and Attend Committee Meetings

Dear Mr. Campbell:

Callbacks, except for major emergency incidents, shall not be a reason to deny leave under Article 7 and Article 15 of the Memorandum of Understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 964:

Michael B. Campbell, President

DFMC/lw-mcn/FO 964 FY 2013.doc

cc: James Clack

ADDENDUM E: ADVANCE LIFE SUPPORT (ALS) CERTIFICATION

CITY OF BALTIMORE
CATHERINE E. PUGH, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1403
Baltimore, Maryland 21202
410-396-4365

ADDENDUM E: ALS CERTIFICATION

August 8, 2013

Michael B. Campbell, President
Baltimore Fire Officers, IAFF Local #964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Advanced Life Support (ALS) Certifications

Dear Mr. Campbell:

Subject to the operation of Section 8.D. of the Agreement, the Baltimore City Fire Department (BCFD) and/or Baltimore City's Civil Service Commission shall have the authority to amend the classification descriptions for promotional examinations posted for "rated" positions after July 1, 2007, to prospectively require any member who holds certification as Cardiac Rescue Technician (CRT), Emergency Medical Technician-I (EMT-I) or Emergency Medical Technician-P (EMT-P) to continue to maintain that certification as a condition of employment upon acceptance of a promotion.

Sincerely,

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

ACCEPTED FOR IAFF, LOCAL 964:

Michael B. Campbell
Michael B. Campbell, President

cc: Jeffrey Segal

110

Fire Officers Local 964

FY 2018-2020

Printed on recycled paper with environmentally friendly soy based ink.

ADDENDUM F: MIEMSS CERTIFICATION

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SEFR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM F
MIEMSS CERTIFICATION

Michael B. Campbell, President
Baltimore Fire Officers, IAFF
Local #964
1030 S. Linwood Avenue
Baltimore, Maryland 21224

April 30, 2012

Re: MIEMSS Certification

Dear Mr. Campbell:

Employees who are permanently assigned to positions within the Emergency Medical Services Division of the Baltimore City Fire Department shall maintain their Maryland Institute for Emergency Medical Services Systems (MIEMSS) certifications as in the past.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 964:

Michael B. Campbell, President

DFMC/lw-mcn / FO 964 FY 2013

cc: James Clack

ADDENDUM G: VACATION

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM G
ARTICLE 30, Vacation

Michael B. Campbell, President
Baltimore Fire Officers, IAFF
Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21224

April 30, 2012

Re: FY 2010-11 MOU Side Letter Agreement, Article 30

Dear Mr. Campbell:

Please accept this letter as confirmation of our mutual agreement to modify the language contained in Article 30, paragraph A of the Memorandum of Understanding. On those shifts where a floating suppression Battalion Chief is assigned, a fourth Battalion Chief shall be authorized to utilize first-choice vacation on the following days.

- Thanksgiving – Day & Night Shifts
- Christmas Eve – Night Shift
- Christmas Day – Day & Night Shifts
- New Year’s Eve – Night Shift
- New Year’s Day – Day Shift

This side letter agreement shall continue from year-to-year unless or until modified through collective bargaining between the parties reaching mutual agreement.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 964:

Michael B. Campbell, President

DFMC/lw-mcn/FO 964 FY 2013

cc: James Clack

ADDENDUM H
[RESERVED – PAGE INTENTIONALLY LEFT BLANK]

ADDENDUM I: NON-LINE OF DUTY ILLNESS

**JOINT ADDENDUM TO
MEMORANDA OF UNDERSTANDING
Between
Baltimore Fire Officers, Local 964, IAFF,
Baltimore Fire Fighters, Local 734, IAFF,
And the Mayor and City Council of Baltimore**

This Agreement is made between Baltimore Fire Officers, Local 964, IAFF and Baltimore Fire Fighters, Local 734, IAFF (the "Fire Unions") and the Baltimore City Fire Department ("BCFD") about the proper interpretation and application of Baltimore City Code (2010) Article 9, § 6-1, BCFD MOP 366-1, and Article 31, ¶¶ A, C and E of the Memorandum of Understanding for FY10 and FY11 for each of the Fire Unions' bargaining units. To clarify and amend the terms and conditions that shall apply to Injury and Sick Leave (Non-Line of Duty), Catastrophic Injury or Illness, and Retirement Leave, the Fire Unions, BCFD and the Mayor and City Council agree as follows:

Non-Line of Duty Illness and/or Injury.

1. Baltimore City Code (2010) Article 9, § 6-1 and MOU Article 31, ¶ A shall continue in effect. No deduction shall be made in the salary of any employee on account of non-line of duty illness or injury, provided that such sickness does not last longer than 6 months, and provided further that if an employee is absent from duty on account of non-line of duty illness or injury he/she shall, before receiving his/her salary, present or have presented to the unit officer of the company of which he/she is a member a report from the physician employed by the Fire Department (the "PSI Visitation/Disposition Report") stating that the employee, on account of illness or injury, is unable to perform his or her duties.

2. There shall also be a Medical Review Report from the Public Safety Infirmiry (the "PSI") which report shall be based on an examination of the employee and the employee's relevant medical records, and it shall identify the causes of and likely prognosis for the illness or injury that renders the employee unable to perform his or her duties. It shall be the obligation of the employee to appear for an examination and to authorize release of his/her pertinent medical records when so directed. Once completed, copies of the Medical Review Report shall be promptly delivered to the employee, and, if authorized by the employee, then a copy shall also be delivered to the Fire Union that is the employee's bargaining agent, and to BCFD, but, in no event shall delivery to any party occur later than 10 days after the date of the Report.

3. In the event of an initial disagreement 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, such disagreement shall be referred to an independent third party physician who is board certified in occupational health. The referral shall be made to an agreed physician, jointly appointed on a continuing basis by the Fire Unions and BCFD, and it shall occur within 15 days after a disagreement as to the nature or extent of disability of the employee is evident, and, in any event, within 15 days after receipt of a Medical Review Report concerning the employee. There shall be no right to independent review if such referral for an independent evaluation is not requested within 15 days after delivery of the Medical Review Report to the member and/or the Union. The independent physician shall release a comprehensive report of the physician's opinion (the "Independent Opinion") about the employee's fitness for duty, applying the minimum qualifications necessary for the employee's occupational classification, and, as suitable, NIOSH, MFRJ and MIEMSS standards, within 20 days after examining the employee and review of the medical records that the physician deems relevant, which review shall include the Medical Review Report if one has been issued. Copies of the Independent Opinion shall be promptly delivered to employee, the Fire Union that is the employee's bargaining agent, if authorized, and to BCFD, but in no event, not more than

10 days after the date of the Opinion. The Opinion of the independent physician shall be final and binding on the employee, the Fire Union that is the employee's bargaining agent, BCFD and the City of Baltimore to determine the employee's entitlement to paid leave under ¶ 1 and the employee's ability to return to work and when, and it shall not be subject to further dispute or appeal as to the employee's employment rights under the City Civil Service system or Union Memorandum of Understanding.

4. Once an employee completes 135 consecutive days of leave for a non-line of duty illness or injury, the Chief of Department may direct that employee to report for a fitness for duty examination by the physician employed by the Fire Department, the purpose of which shall be to determine whether it is reasonably foreseeable that the employee will be sufficiently fit to return to duty upon the expiration of the 6 month period of paid leave under ¶ 1 applying the minimum qualifications necessary for the employee's occupational classification, and, as suitable, NFPA, MFR and MEMSS standards. The physician employed by the Fire Department (or the PSD) shall issue a report (the "Medical Review Report") as to whether or not the employee will be sufficiently fit to be able to return to duty before the employee completes 150 consecutive days of leave. Copies of the Medical Review Report shall be promptly distributed to employee, and if authorized by the employee then to the Fire Union that is the employee's bargaining agent, and to BCFD, but, in no event shall delivery to any party occur later than 10 days after the date of the Report.

5. Should the employee and his attending physician(s) disagree with the opinion and findings of the physician employed by the Fire Department given under ¶ 4 as to the employee's condition and/or the likelihood that the employee will be able to return to work, the employee and/or the employee's Fire Union may request review by the independent physician jointly appointed and the procedure set out in ¶ 3 shall be followed to conclusively determine whether the employee will be able to return to work, or, alternatively, is permanently disabled and cannot return to work in the form of an Independent Opinion.

6. If it is finally determined in the Medical Review Report and/or Independent Opinion rendered under ¶¶ 2, 3, 4 and/or 5 that a complete recovery is reasonably anticipated but the employee's return to full regular duty requires additional recovery/rehabilitation time, the employee will be allowed to use for the purposes of this Agreement up to an additional 8 weeks of accrued leave as Catastrophic Leave paid time off to complete recuperation, to the extent that the employee has accrued the right to such leave. Upon return to work, leave expended by the employee to cover the additional recovery/rehabilitation time shall be deducted day for day from the employee's leave account. An employee who returns to work within the 6 month plus 8 week period shall suffer no loss in other leave or benefit, including retirement leave when the employee elects to retire. If, upon completion of the 6 month and 8 week Catastrophic Leave periods, an employee is unable to return to work due to a non-line of duty illness or injury, the employee's Catastrophic Leave of up to 8 weeks shall be converted into retirement leave, and the employee shall not be entitled to any further leave as his/her retirement leave shall be deemed exhausted.

7. If it is finally determined in the Medical Review Report and/or Independent Opinion rendered under ¶¶ 2, 3, 4 and/or 5 that a complete recovery is not reasonably anticipated and that the employee is not likely to sufficiently recover to be able to return to duty, upon exhaustion of the 6 month paid leave, the employee shall begin paid retirement leave of 60 days. Should the employee nonetheless actually return to duty before the 60 day retirement leave expires, the time expended by the employee to cover the additional recovery/rehabilitation, formerly as retirement leave, shall be deducted day for day from the employee's leave account, unless the employee had insufficient leave accrued, in which case leave that was not covered will be repaid by the employee to BCFD within two years subsequent to reinstatement.

8. Under no circumstances shall any employee be entitled to a total of more than 8 months leave with pay on account of a non-line of duty illness or injury; that is, the 6 month leave and then either

Catastrophic Leave in the event a return to work or 60 days as retirement leave immediately before separation from BCFD for a non-line of duty illness or injury. When an employee permanently leaves BCFD, he/she shall be paid by the City of Baltimore for any accrued paid leave remaining unused on the date of separation at the employee's rate of pay at the time of separation.

9. The cost of review by the independent third party physician shall be covered to the extent possible by the City Health Plan in which the employee is enrolled. The uncovered cost of an independent review shall be apportioned as follows. One, if the Independent Opinion concurs with the findings in the Medical Review Report that the employee is unable to return to work, the employee shall be responsible to cover the entire uninsured cost. Two, should the Independent Opinion disagree with the findings in the Medical Review Report and conclude, instead, that the employee is or will be able to return to work then BCFD and the employee shall equally share payment of the uncovered cost on a 50/50 basis.

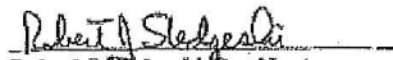
Confirmation and Effective Date

10. This Joint Addendum shall become operative upon approval and ratification by the Office of the Labor Commissioner, the Fire Unions, the Chief of Department, BCFD and the City's Board of Estimates, and it shall remain in effect through Fiscal Year 2012. It shall be subject to negotiation for Fiscal Year 2013.


11. Once operative, the terms of this Joint Addendum shall be applied to any person who was subject to non-line of duty benefits on and after September 1, 2009. This Joint Addendum also shall apply to any member on restricted duty at present who was placed in such duty beginning in 2009, and who has asserted by physician's documentation the ability to return to full duty. Persons notified under this paragraph shall have 30 days from notification to elect review under this Joint Addendum.

Agreed as of this 7th day of July 2010.


Baltimore Fire Fighters, Local 734:


Robert J. Sedgeski, President

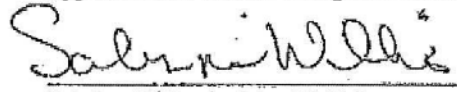
For Baltimore City Fire Department:


James S. Clark, Chief of Fire Department


For the Office of the Labor Commissioner:


Deborah F. Moore-Carter,
Labor Commissioner

Approved as to form and Legal Sufficiency:


Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:


Date JUL 21 2010 Clerk

ADDENDUM J: REORGANIZATION OF EMS

Statement of Labor Management Committee on the Reorganization of the BCFD EMS Division

(As Edited February 28, 2011
from Version Adopted August 5, 2009)

1. Mission Statement

The Labor Management Committee on the Reorganization of the Baltimore City Fire Department (BCFD) Emergency Medical Services (EMS) Division was formed in September 2008 out of a mutual interest on the part of both the management team of the BCFD and the two Firefighter Labor Unions to reorganize how emergency medical services are organized and delivered in Baltimore City. The contents of this document have been reached by consent between the BCFD, IAFF Local 734 and IAFF Local 964. The discussions that have taken place during committee meetings are to assist in the reorganization of the EMS Division.

The goal of the EMS Division of the BCFD is to provide timely, efficient and effective medical intervention and transport to patients in need of service within the City of Baltimore, delivered by professional Advanced Life Support (ALS) and Basic Life Support (BLS) staff who are adequately trained, certified and/or licensed by the State of Maryland. The EMS Division will be adequately supported, and will endeavor to recover revenue in order to sustain the high level of EMS care that Baltimore City residents and visitors enjoy.

2. Positions

The job classes of personnel assigned to the operational units within the EMS Division will consist of Emergency Medical Technician/Firefighters (EMT/FF), Firefighter Paramedic Apprentices (FPA), Paramedics and Firefighter/Paramedics.

Beginning with recruit classes 07-01, the position of EMT/FF shall be the entry level position for Fire Suppression Division, with the member to be trained by the BCFD in BLS functions and in Fire Suppression activities. The EMT/FF shall be (i) certified by Maryland Fire and Rescue Institute (MFRI) as a firefighter and (ii) certified by MIEMSS as an EMT-Basic, both of which must be maintained as a condition of employment. The probationary period for EMT/FF shall be one year from date of hire. When a probationary EMT/FF is assigned to a suppression company assigned to a critical alert medic unit, the member will ride as the third person on the medic unit and not be the primary care provider.

BCFD (and City DHR) shall, consistent with Article 19 of the Union MOUs, confer with the Fire Unions about the minimum qualifications and duties that are to be assigned to each job class within the EMS Division before a job class description is changed or newly adopted. The job class description for the new position of EMT/Firefighter is attached to this document as addendum "A".

In-grade placements for lateral hires shall be discussed with the Fire Unions before any change is implemented.

All candidates hired off a list of eligibles for assignment to any position within the Fire Department shall be fully trained in all skills necessary to competently and safely perform all duties expected of the candidates' job class before completion of the training program. Training shall be completed within the first six (6) months of hire. Probation for all employees shall be completed within twelve (12) months of hire.

Paramedic and Fire Fighter/Paramedic (or like positions as determined by the City DHR) shall be rated positions within the EMS Division. Entry into those positions shall require licensure as an ALS provider by MIEMSS and also successful completion of BCFD's firefighter training curriculum. The minimum qualifications adopted by the City DHR for the job class of Paramedic and of Fire Fighter/Paramedic shall require the member to be trained and licensed in Advanced Life Support (ALS) by MIEMSS, and fully trained in Fire Suppression Division duties satisfactory to Maryland Fire Rescue Institute (MFRI) standards to engage in fire suppression work. Personnel assigned to the EMS Division may be required to perform fire suppression tasks on the fire ground.

As a condition of employment, all members of the EMS Division shall:

- (i) be trained to standard in ALS/BLS and Fire Suppression and maintain those qualifications and abilities;
- (ii) be responsible to engage in both ALS/BLS and Fire Suppression activities;
- (iii) be fully provisioned with first line fire suppression turnout gear including self-contained breathing apparatus (SCBA) on active units, annually certified to wear SCBA, and various other Fire Suppression tools and equipment; and,
- (iv) be subject to assignment to EMS and/or Fire Suppression units; and be subject to command and control by Fire Suppression Command Staff at the scene of fires and other emergency events.

3. Pension

The City shall continue to require as a condition of employment those items listed in ¶¶ 3(i) through 3(iv), immediately above, for the purpose, among other things, of keeping EMS personnel exempt from FICA obligation and thereby eligible for participation in Fire and Police Employees' Retirement System of Baltimore City ("FPRS") under the present requirements of the FPRS.

4. Work Rules, Discipline and Scheduling

When members working on an EMS unit are not able to take a break due to the volume of emergency calls, units shall be granted a paid off duty lunch break of approximately 30 minutes for the purpose of eating, as well as other reasonable breaks for personal convenience and

hygiene during each shift. These break periods will be managed by the EMS Battalion Chief so that they are reasonably staggered during the shift to have the least impact on service delivery.

Consistent with management's reserved rights and with their mutual obligations under the Municipal Employee Relations Ordinance, BCFD and the Fire Unions shall work cooperatively to develop operational protocols and work rules for the EMS Division. BCFD shall train its EMS managers to apply reasonable, consistent and progressive discipline to members of the EMS Division. Consistent with good human resources practices, the intent of the BCFD EMS Division disciplinary process is to improve the performance of its members for the benefit of the public.

The EMS Division shall continue to be assigned to the 10 hour day shift and 14 hour night shift 42-hour work schedule under Article 8 of the Local 734 MOU. Beginning July 8, 2009, all members of the EMS Division will not be considered as FLSA § 7(k) exempt and each member will be compensated accordingly.

A separate, posted "staggered" relief schedule may be implemented for the operational units of the EMS Division, but only upon agreement between BCFD and the Fire Unions. Labor and Management agree to discuss various scheduling and relief schedules for personnel assigned to field units within the EMS Division, with the primary goals of increased efficiency, improved customer service and minimizing the impact on fire suppression forces.

5. Downgrade from ALS Licensure to BLS Certification

Any member promoted to a "rated" position (Pump Operator, Emergency Vehicle Driver, Fire Lieutenant, Fire Captain, Fire Battalion Chief or Emergency Boat Operator) that was posted after July 1, 2007 who holds certification as a CRT or an EMT-P will not be allowed to reduce to EMT-B.¹

Non-rated members holding licensure as a CRT or EMT-P who are not in the EMS Division will be permitted to reduce to the EMT-B job class subject to the requirement that the Department must maintain a minimum of 500 ALS providers. Requests to downgrade shall be honored in order of length of service (based upon original ALS certification date or hiring date, whichever is later) of the respective members within BCFD.

In order for an ALS provider to reduce, a BLS position must be open and available. Every sworn member of the BCFD who is not an ALS provider will be required to be minimally certified as an EMT-B by July 1, 2011. All members who reduce from ALS to BLS will forfeit any future ALS stipends or premium pay due them under the labor agreements effective from the date of such reduction. Members who elect to downgrade, and who are permitted to downgrade, may be required to accept temporary assignments (for one shift or less) to staff a medic or ambulance unit as a BLS provider as authorized under the Critical Alert protocol. Members who are

¹ Pursuant to the arbitration decision of March 2, 2008, rated members who promoted to a position that was posted before July 1, 2007 can downgrade upon submission of a Special Report requesting the downgrade.

permitted to downgrade will be obligated to maintain their ALS license through the end of the current term of their MIEMSS ALS license.

6. Implementation

Effective after July 8, 2009, to the extent funded and operational, BCFD shall require all sworn personnel who are newly hired to fill a position within the EMS Division (Lateral Entry ALS personnel) to successfully pass a physical ability test. The physical standard requirement shall be the same for both lateral hires and EMT/FF.

All candidates also shall be expected to satisfy the requirements of NFPA 1582 as a condition of employment prior to hire, including no use of tobacco products while on duty.

The job classification of FPA shall be frozen, with no new candidates admitted to that classification. Only members assigned to FPA Classes 1 – 19 may occupy this job classification. Members hired in the classification of Firefighter Paramedic Apprentice shall be required to obtain their Maryland ALS licensure.

7. Oversight

The EMS Committee shall continue to meet periodically to review implementation of these terms, and to evaluate the impact of changes implemented, including EMD procedures, response time(s), patient care and effects on quality of service and working conditions. No term or condition of employment may be altered without the consent of the parties.

ADDENDUM K: 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 firefighter 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 (42nd) 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 x \$30 = \$1,200	
41-42	Base pay + half-time	2 x \$30 = 60	2 x \$15 = \$ 30
43-48	Time and-a-half		6 x \$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 FLSA 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.

Please Note: 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 of,

JAMES S. CLACK
Chief of Fire Department

jb

ADDENDUM L: VACATION/HOLIDAY LEAVE

**JOINT ADDENDUM TO
MEMORANDA OF UNDERSTANDING
Between
Baltimore Fire Officers, Local 964, IAFF,
Baltimore Fire Fighters, Local 734, IAFF,
And the Mayor and City Council of Baltimore**

This Agreement is made between Baltimore Fire Officers, Local 964, IAFF and Baltimore Fire Fighters, Local 734, IAFF (the "Fire Unions") and the Baltimore City Fire Department ("BCFD") about the proper interpretation and application of BCFD MOP 322, 322-1, 322-2, 341-1, and 343-2 and Article 30 of the Memorandum of Understanding for FY10 and FY11 for each of the Fire Unions' bargaining units. To clarify and amend the terms and conditions that shall apply to Vacation and Holidays, Compensatory Leave and Continuing Education Leave, the Fire Unions, BCFD and the Mayor and City Council agree as follows:

1. For all purposes, for BCFD members who permanently separate from employment with nineteen (19) or more years of service, then, under Article 30 the maximum number of days of paid Holiday and Vacation Leave (over and above accrued Compensatory Leave and Leave for Continuing Education which shall be separately accounted for and not included in these figures) that can be accrued and held by those employees shall be:

For All BCFD Employees hired prior to July 1, 1979:

Vacation, Holidays and Election Days Grouped Together		<u>Total:</u>
964 Unit Members:		
B.C.	(5 x 40 = 200) can be working on 6 th year =	242 days
Capt. Lieut.	(5 x 38 = 190) can be working on 6 th year =	230 days
734 Unit Members:	(4 x 36 = 144) can be working on 5 th year =	182 days

For All BCFD Employees hired after July 1, 1979

Nineteen (19) years or more service		<u>Total:</u>
<u>964 Members</u>		
Vacation:	(5 x 24 = 120) can be working on 6 th year =	144 days
Personal Leave:	(5 x 04 = 20) can be working on 6 th year =	24 days
Holidays:	(5 x 11 = 55) can be working on 6 th year =	66 days
Sub-Total:		234 days
Election Days		2 days
Total:		<u>236 days</u>
<u>734 Members</u>		
Vacation:	(4 x 24 = 96) can be working on 5 th year =	120 days
Personal Leave:	(4 x 04 = 16) can be working on 5 th year =	20 days
Holidays:	(4 x 11 = 44) can be working on 5 th year =	55 days
Sub-Total:		195 days
Plus 2 Election Days		2 days
Total:		<u>197 days</u>

2. For employees who permanently separate from employment with less than nineteen (19) years of service, the maximum number of days allowable under ¶ 1 of this Agreement shall be apportioned accordingly.

3. Paid Compensatory Leave shall be separately accounted in hours, and it shall not exceed a maximum of 480 hours at any given time (with the exception of compensatory hours awarded on account of apprenticeship service under 734 MOU Arts. 8.I. and 9.I. which amount may then exceed 480 hours in total without a cap or limit).

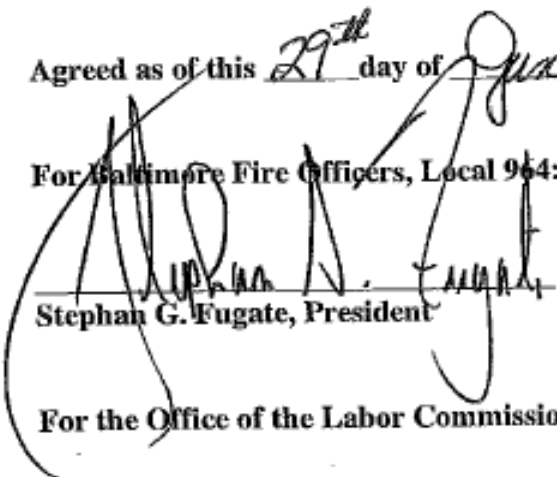
4. In addition to the amounts of paid days off recognized under the previous paragraphs in this Agreement, any other balances recognized by BCFD and/or the Mayor and City Council in any other agreements with IAFF Local 734 and/or IAFF Local 964, including any that pertains to furlough days, vacation days (5 days (FPA Agreement)), and/or continuing education days, shall continue to be observed.

Confirmation and Effective Date

5. This Joint Addendum shall become operative upon approval and ratification by the Office of the Labor Commissioner, the Fire Unions, the Chief of Department, BCFD and the City's Board of Estimates.

Agreed as of this 29th day of June 2010.

For Baltimore Fire Officers, Local 964:


Stephan G. Fugate, President


For the Baltimore City Fire Department:


James S. Clack, Fire Chief

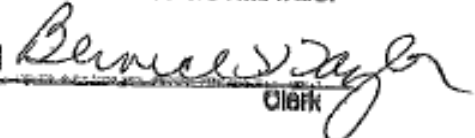
For the Office of the Labor Commissioner:


Deborah F. Moore-Carter,
Labor Commissioner

Approved as to form and Legal Sufficiency:


Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:

1 JUL 21 2010 
Date Clerk

ADDENDUM M: STAFFING ESTIMATES

The City shall provide a Side Letter setting forth its estimate of the number of Fire Suppression Rated Positions after the shift change on January 1, 2014:

- Battalion Chiefs
- Fire Captains
- Fire Captains assigned to Fire Investigation Bureau
- Fire Lieutenants

ADDENDUM N: UNIFORMS

CITY OF BALTIMORE
CATHERINE E. PUGH, Mayor



FIRE DEPARTMENT
NILES R. FORD, PhD
Chief of Fire Department
401 E. Fayette Street
Baltimore, Maryland 21202

ADDENDUM N: UNIFORMS

June 12, 2017

Michael B. Campbell, President
Baltimore Fire Officers, IAFF Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Uniforms

Dear Mr. Campbell:

Upon ratification of the FY 2018-2020 MOU by the members of Local 964, the Chief of Department shall convene a Department-wide committee to study and make recommendations on the subject of uniforms. The committee shall be chaired by the Chief of Department's designee, and shall include two (2) members appointed by Local 964, and additional members representing various areas of the Department appointed by the Chief of Department. The Committee shall complete its work and make its recommendations to the Chief of Department no later than September 30, 2017.

Sincerely,

Handwritten signature of Niles R. Ford in blue ink.

Niles R. Ford, Ph.D.
Chief of Department
Baltimore City Fire Department

127

Fire Officers Local 964

FY 2018-2020

Printed on recycled paper with environmentally friendly soy based ink.

ADDENDUM O: WASHERS AND DRYERS

CITY OF BALTIMORE

CATHERINE E. PUGL, Mayor



FIRE DEPARTMENT

NILES R. FORD, PhD
Chief of Fire Department
401 E. Fayette Street
Baltimore, Maryland 21202

ADDENDUM O: WASHERS AND DRYERS

June 12, 2017

Michael B. Campbell, President
Baltimore Fire Officers, IAFF Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Washers and Dryers

Dear Mr. Campbell:

During the term of this agreement, the City shall install, in the quarters that the Department chooses, clothes washers and dryers in one additional stationhouse within each Battalion. The Employer shall maintain all installed equipment as fully operational.

Sincerely,

Niles R. Ford, Ph.D.
Chief of Department
Baltimore City Fire Department

ADDENDUM P: MISSION CRITICAL STIPEND

CITY OF BALTIMORE

Brandon M. Scott
Mayor



FIRE DEPARTMENT

Niles Ford, PhD, Chief
401 E. Fayette Street
Baltimore, Maryland 21202

ADDENDUM P: MISSION CRITICAL STIPEND

January 27, 2022

Joshua Fannon, President
Baltimore Fire Officers, IAFF Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Mission Critical Stipend

Dear Mr. Fannon:

The Mission Critical Stipend of \$200 per pay period shall be increased to \$250 per pay period, and shall be paid through, at least, December 31, 2021, and for any period between July 1, 2021 and December 31, 2021, during which public-facing eligible employees did not receive the stipend.

The Mission Critical Stipend of \$100 per pay period shall be increased to \$150 per pay period, and shall be paid through, at least, December 31, 2021, and for any period between July 1, 2021 and December 31, 2021, during which non-public-facing eligible employees did not receive the stipend.

Sincerely,

A handwritten signature in black ink that reads "Niles R. Ford".

Niles R. Ford, Ph.D.
Chief of Fire Department

ADDENDUM Q: PAYOUT OF ACCRUED LEAVE UPON RETIREMENT

CITY OF BALTIMORE

Brandon M. Scott
Mayor



FIRE DEPARTMENT

Niles Ford, Ph.D., Chief
401 E. Fayette Street
Baltimore, Maryland 21202

ADDENDUM Q: PAYOUT OF ACCRUED LEAVE UPON RETIREMENT

January 27, 2022

Joshua Fannon, President
Baltimore Fire Officers, IAFF Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Payout of Accrued Leave Upon Retirement

Dear Mr. Fannon:

For employees who retire on or after July 1, 2022, the ability to use up to 120 days of accrued leave immediately prior to retirement shall be eliminated. Upon retirement, employees shall be paid up to 120 days of accrued leave on an hour-for-hour basis (i.e., 1,440 hours (shift work schedule), 1,200 hours (4-day schedule), or 960 hours (5-day schedule)). Any additional unused accrued leave shall be paid out at the existing conversion rate.

Sincerely,

A handwritten signature in black ink, appearing to read "Niles R. Ford".

Niles R. Ford, Ph.D.
Chief of Fire Department

ADDENDUM R: DISPATCHERS

CITY OF BALTIMORE

Brandon M. Scott
Mayor



FIRE DEPARTMENT

Niles Ford, PhD, Chief
401 E. Fayette Street
Baltimore, Maryland 21202

ADDENDUM R: DISPATCHERS

January 27, 2022

Joshua Fannon, President
Baltimore Fire Officers, IAFF Local 964
1030 S. Linwood Avenue
Baltimore, Maryland 21234

RE: Fire Dispatchers

Dear Mr. Fannon:

In the event that the City seeks to make changes to classification and/or compensation for any dispatching classifications in the City workforce, the City may request negotiations over the impact, if any, on the terms and conditions of employment of Fire Dispatcher Administrators, Fire Dispatcher Managers, and Fire Dispatcher Supervisors in the bargaining unit.

Sincerely,

Niles R. Ford, Ph.D.
Chief of Fire Department

ADDENDUM S: SIDE LETTER RE OPERATIONAL DISCUSSIONS

CITY OF BALTIMORE
BRANDON M. SCOTT, Mayor



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1203
Baltimore, Maryland 21202
410-396-4365

ADDENDUM S: SIDE LETTER RE OPERATIONAL DISCUSSIONS

July 1, 2023

Joshua Fannon, President
Baltimore Fire Officers, IAFF, Local 964 AFL-CIO, CLC
1030 S. Linwood Avenue
Baltimore, MD 21224

RE: BALTIMORE FIRE OFFICERS, IAFF, LOCAL 964
SIDE LETTER RE OPERATIONAL DISCUSSIONS (FY 2024)

Dear President Fannon,

This side letter reflects the parties' agreement that, in connection with the FY 2024 Memorandum of Understanding ("MOU") and the agreement to incorporate an additional longevity increment in the Local 964 wage scale, the parties shall engage in collaborative, bilateral discussions regarding operational changes for all Baltimore City Fire Department personnel in preparation for negotiations over any successor Memorandum of Agreement negotiations.

Very truly yours,

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

Deborah F. Moore-Carter
Labor Commissioner

Accepted for the Baltimore Fire Officers

A handwritten signature in black ink, appearing to be "Joshua Fannon".

Joshua Fannon, President / Date: 8/10/2023

cc: Simone C. Johnson, Deputy City Administrator, Mayor's Office
James W. Wallace, Acting Chief, BCFD
Veronica P. Jones, Deputy Labor Commissioner, OLC
Yvette Brown, Director of Employee and Labor Relations, OLC

ADDENDUM T: SIDE LETTER RE PFAS JOINT LABOR & MANAGEMENT COMMITTEE

CITY OF BALTIMORE

BRANDON M. SCOTT, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1203
Baltimore, Maryland 21202
410-396-4365

ADDENDUM T: SIDE LETTER RE PFAS JOINT LABOR & MANAGEMENT COMMITTEE

July 1, 2023

Joshua Fannon, President
Baltimore Fire Officers, IAFF, Local 964 AFL-CIO, CLC
1030 S. Linwood Avenue
Baltimore, MD 21224

RE: BALTIMORE FIRE OFFICERS, IAFF, LOCAL 964
SIDE LETTER RE PFAS JOINT LABOR AND MANAGEMENT COMMITTEE

Dear President Fannon,

This side letter reflects the parties' agreement that, in connection with the FY 2024 Memorandum of Understanding (MOU), the parties agree to establish a PFAS Joint Labor and Management Committee to study the availability and costs of purchasing turnout gear and firefighting foam that does not contain Perfluoroalkyl and Polyfluoroalkyl. The committee shall meet biannually to discuss such matters but will not deal with litigation matters involving the City, Union, or members of the bargaining unit.

Very truly yours,

Deborah F. Moore-Carter
Labor Commissioner

DocuSigned by:
Accepted by the Baltimore Fire Officers

66309595BC44412

Joshua Fannon, President / Date: 8/10/2023

cc: Simone C. Johnson, Deputy City Administrator, Mayor's Office
James W. Wallace, Acting Chief, BCFD
Veronica P. Jones, Deputy Labor Commissioner, OLC
Yvette Brown, Director of Employee and Labor Relations, OLC