### MEMORANDUM OF UNDERSTANDING FISCAL YEARS 2017-2019

Between the

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



# MAYOR AND CITY COUNCIL OF BALTIMORE MASTER CUB AGREEMENT PART A UNIT I

(Non-Supervisory)

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#### MEMORANDUM OF UNDERSTANDING

FISCAL YEARS – 2017-2019 \* \* \* \*

THE CITY UNION OF BALTIMORE LOCAL 800, AFT, AFL-CIO UNIT I (Non-Supervisory)

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and

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#### THE MAYOR AND CITY COUNCIL OF BALTIMORE

This Memorandum of Understanding entered into as of the 1<sup>st</sup> day of July 2016 between the Mayor and City Council of Baltimore (hereinafter referred to as "Employer" or "City") and City Union of Baltimore, Local 800, AFT, AFL-CIO (hereinafter referred to as "CUB"). To the extent that implementation of these points requires action by the Board of Estimates and/or the City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

## ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

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

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

#### **ARTICLE 2: RECOGNITION**

- A. Pursuant to the provisions of the Municipal Employees Relations Ordinance ("MERO") Article 12 of the Baltimore City Code and the Code of Public Laws of Baltimore City, the Employer recognizes the City Union of Baltimore ("CUB" or "Union") as the exclusive representative of all eligible employees in Unit I and certain employees who are presently unrepresented for which CUB has been certified.
- B. All Classification Titles and the current pay grade for each title included in the Units for which CUB has been certified shall be listed in the Roster of the Unit. The Employer agrees to furnish CUB a complete list of classification titles and pay grades for all classes which, through reclassification, change in duties, change in titles, or any other reason are proposed as additions, deletions, or changes to Units for which CUB has been certified prior to any such changes. The list to be furnished shall include the name and work location of each person currently employed in the bargaining Unit I.
- C. The Employer agrees to provide CUB with advance notice in writing should it decide that a position within the Unit should be excluded. The notice shall include a reason for the exclusion and CUB shall be given the opportunity to discuss the matter.
- D. The parties have agreed to create a separate bargaining unit (Unit II) for inclusion of supervisory employees as that term is defined in the City Code, Article 12, §1-1(k). All classifications not designated to Unit II, shall remain in the non-supervisory Unit I. A separate MOU shall be prepared and executed concurrent with this Agreement, and contain identical terms except those set forth in Article 2, and the CUB Classification Listing attached to the FY 2017-2019 MOU.
- E. Classification Listing: When this Memorandum of Understanding is noted by the Board of Estimates by that action, the Mayor and City Council also shall recognize CUB as the exclusive representative of certain employees who are presently unrepresented. Within ten (10) days of execution of this Agreement, the Labor Commissioner shall meet with representatives of CUB to commence identification of such classifications. The affected classifications and employees holding such classifications shall be listed in the CUB Classification Listing attached to the FY 2017-2019 MOU.

#### **ARTICLE 3: CHECKOFF**

- A. The Employer agrees to deduct CUB dues or service fees from the pay of any employee who is certified and represented and who has authorized in writing such deduction pursuant to the pertinent provisions of the Municipal Employee Relations Ordinance. Even if a probationary employee signs a dues check-off authorization before the employee completes his/her probationary period as provided under the Municipal Labor Relations Ordinance, the Employer shall nonetheless begin to check off union dues, as authorized in the check off, within the next full pay period following the Employer's receipt of the check off authorization from the employee. The terms of this paragraph A shall not for any other purpose change or expand the definition of an "employee" contained in Baltimore City Code Art. 12§ 1-1(d) and moreover this paragraph A shall not extend any representational rights to any probationary employee. The Employer shall promptly transmit all such moneys withheld to CUB on a monthly basis through the Automatic Clearinghouse (ACH), without charge to CUB.
- B. The Employer agrees to deduct CUB service fees from the pay of any employee who is certified to be represented, is not a member of the local union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance. The Employer shall promptly transmit all such moneys withheld as service fees to CUB on a monthly basis, without charge to CUB.

#### C. Political Action Checkoff

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

- D. CUB shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this section, and CUB assumes full responsibility for the disposition of the funds deducted under this section.
- E. The Employer will provide up to 1 (one) hour during orientation for a Union Representative to meet with new hires, transfers, or others who become part of bargaining unit. No less than once every six months, the Employer shall notify the Union, in writing by mail the times, dates and places of all new employees' orientation sessions. The Employer shall provide a confirmation notice of the place of each session one week before each scheduled session. In the event no formal orientation session is scheduled, the Employer shall arrange a meeting time and place for the Union Representative to meet with such employees.

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

- A. The Employer shall provide CUB with a print-out of its dues-paying membership to be furnished on a monthly basis without charge to CUB.
- B. The Employer shall provide CUB with a print-out of all employees in the Unit for which CUB has been certified with classification title, work location, date of hire and amount of dues or service fees paid by each employee on a quarterly basis.

#### ARTICLE 5: UNION SECURITY

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

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

#### **ARTICLE 6: DISCRIMINATION**

- A. All provisions of this Agreement shall be applied equally to all employees in Unit I for which CUB is the certified representative without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or sexual orientation.
- B. The Employer and CUB agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employee Relations Ordinance. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

#### ARTICLE 7: MANAGEMENT RIGHTS

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

#### ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

- A. Subject to any limitations of existing law and the provisions of Section B below, any grievance, defined in the Municipal Employee Relations Ordinance Article 12 (1-1g) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner. It is understood and agreed that the supervisor or manager who attends the meeting at each step of the grievance procedure has full knowledge of the grievance and has the authority to remedy the grievance.
- Step 1. The aggrieved employee, designated steward and/or CUB representative, shall normally discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) calendar days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.
- Step 2. If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be filed with the employee's next highest supervisor within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the aggrieved employee and designated steward and/or CUB representative within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and CUB in writing within ten (10) calendar days thereafter.
- Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed with the Labor Commissioner or designee within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such appeal, the Labor Commissioner or designee shall meet with the aggrieved employee and CUB representative to discuss the grievance. The Labor Commissioner or his designee shall respond in writing within ten (10) calendar days thereafter.
- Step 4. If the grievance has not been satisfactorily resolved in Step 3, a hearing before an impartial arbitrator may be initiated by CUB within twenty-one (21) calendar days following the completion of Step 3, by filing a written notice with the Labor Commissioner of CUB's decision to arbitrate.
  - (a) Within ten (10) days of receipt of the Union's written intent to arbitrate the issues involved in the grievance, the Labor Commissioner shall, consistent with the Federal Mediation and Conciliation Service (FMCS) procedures, request a panel of arbitrators from the FMCS. Within ten (10) days after receipt of a panel of seven names obtained from the FMCS, the parties shall alternately strike name from that panel until one name remains who shall be the arbitrator. The

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

- (b) The arbitrator shall conduct a hearing on the merits and issue a decision to the Employer and CUB. The arbitrator shall not have authority to alter, modify, add or subtract from any of the terms or conditions of this Agreement. The arbitrator's decision—shall be final and binding pursuant to the Municipal Employees Relations Ordinance (MERO), except with respect to grievances involving employees in the Police Department, in which case subsection (c) below shall apply.
- (c)
  (i) If a grievance involving a Police Department employee involves the policies, procedures or operations of the Police Department or Police Commissioner, the arbitrator's recommendations shall not be final and binding, but shall be advisory only. In the event the arbitrator's recommendations are not accepted by the Police Commissioner, a written statement of reasons will be provided to CUB.
  - (ii) The determination whether a grievance involves the policies, procedures or operations of the Police Department or Police Commissioner shall be made jointly by the Labor Commissioner and Police Commissioner and this decision shall be binding upon the Employer and CUB. This determination shall be made before an arbitrator is selected.
  - (iii) If a grievance involving a Police Department employee does not involve the policies, procedures or operations of the Police Department or Commissioner, then the arbitrator's recommendation shall be final and binding pursuant to the Ordinance.
- B. Grievances involving employees and operations of the Police Department may be pursued through the procedures set forth in Section A above, except that if a grievance is submitted to the Personnel Service Board in accordance with the provisions of Subtitle 16, Section 16-12 of the Code of Public Laws of Baltimore City, the employee and the Union shall be deemed to have waived their right to have the grievance processed through Section A above.
  - C. Time limits under this Article may be changed in writing by mutual agreement.
- D. If the finding or resolution of a grievance at any step of the procedure is not appealed within any of the prescribed times herein, said grievance will be considered settled on the basis of the last written answer provided by the Employer, and there shall be no further appeal or review. Should the Employer not respond within any of the prescribed times, the grievance will proceed to the next step.
- E. Except for Step 1, time limits shall begin for both parties upon the day after receipt of the grievance or the day after receipt of the response.
- F. The Union shall be the exclusive representative in all grievance matters under this Agreement.

- G. Upon request, any recognized and accredited representative of CUB shall be granted reasonable time off during working hours where and when engaged in processing grievances under the grievance and arbitration procedure.
- H. The cost of any arbitration proceeding shall be divided equally between the Employer and CUB.
- I. No reprisals of any kind shall be taken by any party involved in the grievance procedure. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.
- J. Grievances arising out of any discharge, reduction in pay or position, or suspension for more than thirty (30) days shall be filed at step 3 of this article. No resolution of a grievance shall expand or otherwise amend the terms of this Agreement.
- K. Should discipline be imposed on an employee while a previous disciplinary action is pending, the parties shall discuss and agree on whether it is appropriate to hear the first disciplinary action prior to the second or merge the two disciplinary actions and have both heard in the same proceeding. If no agreement is reached, the two actions will be merged and heard in the same proceeding.
- L. Notwithstanding the other provisions of this Article, the parties agree that there are various grievances, especially routine disciplinary matters, where the employee, the Union and the City are best served by establishing an arbitration process which will provide a more prompt, efficient and cost-effective method of handling such cases. The parties have, therefore, agreed to the following process which will be followed when the Union and the City mutually agree to do so:
- 1. The parties shall agree on a list of no less than 3 and no greater than 5 arbitrators who shall serve as Summary Arbitrators. Once selected, the Arbitrators shall be advised that they have been selected as members of this panel and shall be sent a copy of this section which sets forth the process which will be followed.
- 2. A list of Summary Arbitrators will be compiled in alphabetical order and selection of these arbitrators shall be rotated.
- 3. Procedure: Within twenty-one (21) days following the receipt of the City's Step 3 answer, if the Union decides to proceed to arbitration it shall determine whether it wishes to follow the Regular or Summary Arbitration Procedure and advise the Labor Commissioner. If the Union chooses Summary Arbitration, the Labor Commissioner shall have seven (7) calendar days to decline Summary Arbitration in which case the matter shall proceed to Regular arbitration. Assuming there is no objection to Summary Arbitration the matter shall follow the process in this section.
- 4. Once a grievance has been designated for Summary Arbitration, the parties shall contact the next arbitrator on the list of Summary Arbitrators. If the next arbitrator is not

available to hear the case within a reasonable period, the parties shall go to the next arbitrator on the list and determine his/her availability. The parties shall continue the list for subsequent cases.

#### 5. Hearings:

- (a) The Union and the City shall present their respective cases using a representative of their choosing. It is the intent of the parties for the hearing to be informal and without briefs or transcripts. Upon mutual agreement at the close of a hearing, the parties may agree on filing a short written statement to address one or more issues if that is deemed appropriate.
- (b) The Arbitrator shall be responsible for conducting the hearing consistent with the normal guidelines for arbitration cases. The Arbitrator shall have the responsibility for assuring that the relevant evidence and facts are brought forth by the parties and that the hearing is a fair one.
- (c) After hearing the evidence and any closing statements by the parties, the Arbitrator shall render his/her decision within four (4) workdays following the date of the hearing. The Arbitrator's decision shall be in writing but the Arbitrator may issue a one or two sentence opinion in order to meet the time requirement herein, and then follow that opinion with an opinion setting forth the basis for his/her findings. It is the intent of the parties that the final opinion by the Arbitrator should be short and succinct and not exceed a few pages.
- (d) The authority of the Arbitrator shall be the same as provided for in Article 8A, Step 4(b).
- (e) The Arbitrator's decision shall be final and binding upon the parties, but any decision rendered under this Summary Arbitration Procedure shall have no precedent and shall not be cited as precedent in a subsequent case.
- 6. Costs: The parties shall share equally in the cost of any arbitration proceedings under this section.

#### ARTICLE 9: DISCIPLINE AND DISCHARGE

- A. Discipline Disciplinary action may be imposed upon employees only for just cause. If the Employer has reason to reprimand or otherwise orally counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Employer must impose a disciplinary action not later than thirty (30) days after the Employer knew or reasonably should have known of the misconduct for which the disciplinary action is being imposed, or within thirty (30) days after the completion of an investigation which shall be conducted in a reasonable period of time.
- B. Discharge, Reduction in Pay or Position, or Suspension for more than Thirty Days The Employer shall not, except with just cause, discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any such employee without just cause. The employee will be promptly notified in writing giving specific reasons for discharge, reduction in pay or position, or suspension for more than thirty (30) days.

- 1. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days of an employee who has completed his probationary period, the management representative responsible for initiating such action shall, if requested, meet with the affected employee and his CUB representatives within five (5) calendar days from the date of the action complained of.
- 2. In the event an employee, except an employee of the Police Department, who has completed his probationary period is discharged, reduced in pay or position, or suspended for more than thirty (30) days, such employee and/or his CUB representative may request an investigation by the Civil Service Commission or may initiate a grievance pursuant to the provisions of Article 8 at step 3. Upon the employee and/or his CUB representative electing either the Civil Service Hearing of the Grievance Procedure, such election is irrevocable. If a Civil Service hearing is requested by the employee and/or his CUB representative the Civil Service Commission shall, as part of its investigation, refer such request to its Hearing Officer. The Civil Service Hearing Officer shall conduct a fair and impartial hearing no later than fifteen (15) days from the receipt of such request.

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

- 3. All Civil Service Commission disciplinary proceedings shall be recorded on a tape recorder and/or related machinery to be supplied by the Employer. Following a final disposition by the Civil Service Commission on the Hearing Officer's recommendations, tapes of the Hearing Officer's proceedings in each individual disciplinary matter shall be preserved and inserted in the affected employee's personnel file for further review not to exceed thirty (30) days.
- 4. Employees whose suspensions or terminations are reduced and/or overturned will be reimbursed within two (2) full pay periods, subject only to those cases which must go through the Board of Estimates, in which case such employee will be reimbursed within two (2) full pay periods following Board approval.
- 5. Issuance of Discipline and Attendance at Grievance Meetings: It is agreed that the supervisor or manager who is responsible for imposing discipline shall sign the disciplinary form or letter. The City's representative at each step of the grievance process shall include a supervisor or manager who has full knowledge of the grievance and the authority to modify the discipline, if appropriate.
- C. In the event that the Baltimore City Charter is amended and a new Human Resources Department is created, the Employer agrees that any such change in the administration of City human resource policies shall not violate an employee's rights to a fair hearing in the event of disciplinary action.
- D. Any employee scheduled for a disciplinary hearing or meeting must be given prior notice by management that he has a right to representation by his CUB Representative.

- E. Where a police commissioned City employee (i.e. Special Traffic Enforcement Officer, Parking Control Agent) acting within the scope of his/her employment is charged with a criminal offense or is named as a defendant in a civil lawsuit. The City Solicitor will determine whether to provide such employee legal representation through the Baltimore City Law Department, or whether to indemnify the employee if he/she has obtained his/her own counsel. The decision to provide an employee legal counsel will be determined on a case-by-case basis and in the sole discretion of the City Solicitor. In no event will an employee who has been adjudicated "guilty" of a criminal offense or who receives a verdict of probation before judgment (PBJ) be entitled to reimbursement for costs associated with his/her criminal case, including reimbursement for legal counsel.
- F. Employees whose terminations arise from an arrest or absence from work caused by detention subsequent to arrest and who are later adjudged not guilty, shall upon request and upon sufficient proof, have the termination for cause expunged from the official personnel file and replaced with a letter of voluntary resignation, after which such employees shall be eligible for rehire, if otherwise qualified. Nothing in this paragraph shall apply to employees disciplined pursuant to the City's Arrest Policy.

#### ARTICLE 10: PROBATIONARY PERIOD

- A. All newly hired unit members shall serve a probationary period of six (6) months beginning on their date of hire, during which the employee's competency to fulfill the duties of the position will be judged by the Employer. Police Department employees shall serve the one-year probationary period as set forth in The Code of Public Local Law of Baltimore City.
- B. An employee who is recalled to his/her same position shall not be required to serve a probationary period. Should an employee be recalled to a different classification, the employee shall be required to serve a probationary period, but if the employee is unable to perform the job, she/he shall be returned to layoff status. Employees who quit, are terminated or are laid off for a period in excess of one (1) year, shall be required to serve a probationary period if they are rehired. Employees who are promoted or transferred shall serve a probationary period as set forth in the City's Civil Service Rules and Regulations.

#### ARTICLE 11: RATES OF PAY

- A. During the term of this Memorandum of Understanding, the salary system that was effective July 1, 1989 and which consists of four levels for each salary grade, entitled "Hiring Level," "Full Performance Level," "Experienced Level," and "Senior Level," respectively, shall continue. The length of continuous service required in one level of a grade before an employee may move to the next level of that grade shall be eighteen (18) months. In order for an employee to move between levels, that employee's job performance must be certified as being satisfactory. Under the level movement system, appropriate service in grade prior to the July 1, 1981 implementation of the level movement system shall continue to be credited toward level movement.
  - B. Wage increases for employees shall be as follows:
     FY 2017- 2% across the board wage increase effective July 1, 2016.

FY 2018-2% across the board wage increase effective July 1, 2017. In addition to the aforementioned increase for FY 2018, a one-time bonus of \$500 (five hundred dollars) shall be paid to each active employee who is eligible for the FY 2018 wage increase. Payment of the bonus shall be as soon as practicable following approval, as required, by the City Council and/or Board of Estimates.

FY 2019- 2% across the board wage increase effective July 1, 2018.

The Employer has represented that there shall be no greater wage increases provided to the AFSCME locals. Should that change, CUB shall receive an equal percent wage increase.

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

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10 \text{ years} - 3\%
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15 years - 3%

20 years - 3%

25 years - 3%

30 years - 3%

40 years - 2%

#### D. Night Differential Pay

- 1. Employees regularly assigned to night or shift work shall be paid thirty cents (\$. 30) per hour above their established pay rates for each hour worked on a shift which commences between the hours of 2:00 p.m. and 5:00 a.m. This provision shall not apply to employees whose emergency assignments start or carry into the above-named periods. When applicable, night differential shall be paid at the appropriate overtime rate.
- 2. An employee not regularly assigned to the night shift, but who works overtime hours into the night shift, shall receive the night differential for all overtime hours worked into the night shift in excess of ten (10) hours in a given bi-weekly payroll period. Said differential shall be paid at the rate of thirty cents (\$ .30) an hour at time and one-half (1½).
- 3. An employee who works overtime extending into the night shift shall be paid the night differential of thirty cents (\$ .30) at time and one-half (1½) of that rate if he works the entire night shift regardless of the total number of hours of overtime worked within the given payroll period.
- 4. Recreation employees in the Bureau of Recreation whose regularly assigned shifts entitle them to night differential pay shall be eligible to receive night differential for all hours worked on a shift which, because of a temporary shift change, commences prior to 2:00 p.m.

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

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

- 2. All Unit employees who are required to make repairs and/or installations from either hydraulic platform trucks or hydraulic bucket trucks at a height of seven (7) feet or more, shall receive a differential of fifteen cents (\$ .15) per hour for each hour worked.
- 3. Employees listed below working in hazardous environmental conditions shall be paid fifteen cents (\$ .15) per hour above the established rates for each hour worked on the shift. A hazardous environmental condition shall be defined as one which exposes the employee to an area where highly toxic chemicals are used or an atmosphere where the level of toxic fumes or gases is dangerously high.

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

- 4. Fifteen cents (\$ .15) per hour over the normal hourly rate will be paid to all employees under this Memorandum of Understanding (MOU) working on the Jones Falls Expressway, Baltimore-Washington Parkway, Key Highway and Pulaski Highway, or any other Interstate Highway within the City limits for each hour so worked.
- 5. Employees occupying the following unit positions in the Laboratory Division of the Baltimore City Police Department who work with biohazardous materials, including contaminated blood and body fluids, shall be paid fifteen cents (\$ .15) per hour environmental differential for all hours worked. Employees permanently assigned to and working in the Evidence Control Unit shall be paid fifteen cents (\$ .15) per hour environmental differential for each hour worked at that facility.

#### **TITLES**

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

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

#### **TITLES**

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

7. Employees occupying the following classified positions at the Animal Shelter Division of the Baltimore City Health Department who work with biohazardous materials,

including contaminated blood and body fluids, shall be paid fifteen cents (\$ .15) per hour environmental differential.

#### TITLES

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

- 8. Fifteen cents (\$ .15) per hour over the normal rate of pay will be paid to all employees occupying the classifications of Solid Waste Collections Supervisor and Solid Waste Disposal Supervisor at the Department of Public Works, Bureau of Solid Waste.
- 9. Fifteen cents (\$ .15) per hour over the normal rate of pay will be paid to all employees occupying the classification of Transportation Enforcement Officer (TEO) and Parking Control Agent in the Department of Transportation.
- 10. In the event the Inclement Weather Conditions and Other City Emergencies policy (AM-204-22) is activated for inclement weather, and essential personnel are required to work hours in excess of their normal shift hours for the day, and/or weather emergency work schedules are activated (e.g. A/B 12-hour shifts), those essential personnel who work in excess of their regular shift, shall receive a one-time fifty-dollar (\$50.00) stipend for each such Inclement Weather occurrence (i.e., employees shall only receive one \$50 stipend for two or more inclement weather days in a row, in addition to other benefits provided herein).

#### F. Payroll Errors

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

#### ARTICLE 12: DEPARTMENT OF HUMAN RESOURCES

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

#### ARTICLE 13: PENSION AND RELATED BENEFITS

- A. During the term of this Memorandum, the Employer agrees to submit to CUB all proposed changes, modifications and/or amendments to the Retirement System. No proposed changes, modifications and/or amendments to the Retirement System shall be submitted by the City to the City Council during the term of this Memorandum of Understanding (MOU) without prior consultation with City Union of Baltimore.
- B. The employer shall provide CUB with advance notice of any material changes to the Employees' Retirement Systems.
  - C. Annuity Savings Certificate

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

This certificate shall include the following information: (1) total annuity accumulation; (2) employee annuity contribution and the amount that contribution is drawing; (3) explanation of interest accrual; (4) current year service credits; and (5) probable maximum retirement allowance.

#### D. Employee Pension Counseling Service

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

#### E. Transfer of Pension Funds: Employee Authorization and Release

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

#### F. Deferred Compensation Plan

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

#### G. Retirement Benefits Committee

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

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

A. As the term of the Transition Health and Prescription Drug Plan Agreement is due to expire on December 31, 2017, and new RFPs have been issued for Plan Year 2018, the parties recognize that the Transition Agreement shall need to be amended and modified through

bargaining conducted among all participating unions and MAPS during the term of this Agreement. The terms of the Transition Agreement, with the exclusion of ¶8, shall remain in effect, with the intent that all terms of the Transition Agreement shall continue to operate until a successor Agreement is consummated between parties.

- B. Part-time employees covered by this Article, except employees hired before July 1, 1982, must consistently work an average of fifty percent (50%) of a regularly scheduled work week to be eligible for the benefits in A and B, above.
- C. In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of his CareFirst Blue Cross Blue Shield or HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage.
- D. Employees who reach age sixty-five (65) shall be covered by CareFirst Blue Cross Blue Shield 65 Plan Benefits in addition to Medicare. This coverage shall continue after the employee retires. In this respect the Employer shall continue to deduct the retiree's contribution, if any, from his pension, or in the alternative, the retiree shall assume his appropriate share of payment for such coverage.
- E. The Employer shall provide all employees enrolled in a designated health insurance plan or plans with information concerning the particular program. This information shall be contained in a booklet which shall be provided and paid for by either the insurance carrier or the Employer.
- F. Eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or until the end of the year they cease being full-time students, whichever occurs first.
- G. The Employer shall remit an annual payment of six hundred fifty dollars (\$650.00) (to be paid bi-weekly) to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. The employee must notify the City's Employee Benefits Division within sixty (60) days after a qualifying event occurs in order to enroll in a City Health Care Plan. If after sixty (60) days the employee has not enrolled in a City Health Care Plan, he must wait until the next open enrollment period.

# ARTICLE 15: JOINT LABOR-MANAGEMENT CHILD CARE COMMITTEE

The Employer and CUB recognize that the issue of childcare is a concern of unit members. The Employer and CUB agree to retain a joint Labor-Management Child Care Committee composed of five (5) members of management and five (5) members of CUB which shall explore the child care needs of unit members and study available alternatives. The

Committee shall be convened by within thirty (30) days of the notation of this Memorandum by the Board of Estimates and continue its work through for ninety (90) days. The Committee shall report its findings and recommendations to the Labor Commissioner and the President of CUB.

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

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

#### Dismemberment benefits shall be as follows:

- 1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half (1/2) the amount specified in A, above.
- 2. For a double dismemberment, the benefit will be equal to the amount specified in A, above. Double dismemberment shall be defined as:
  - (i) Both hands or both feet
  - (ii) One hand and one foot
  - (iii) One hand and the sight of one eye
  - (iv) One foot and the sight of one eye
  - (v) Sight of both eyes
- B. In the event of accidental death, the benefit payable shall be double the amount specified in A, above.
- C. The death benefit as stated in A, above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for the City or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

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

The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, CUB or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation was paid under (1) Workers' Compensation laws

or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to CUB, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by CUB, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

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

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

#### E. Beneficiary

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

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

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

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

#### ARTICLE 17: HOURS OF WORK

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

- B. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break, except in case of an emergency endangering life, health or safety. If an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours. Employees shall not be regularly required to work more than sixteen (16) consecutive hours. After twenty-four (24) hours, the Department or Agency Head must declare an emergency if the Employer wishes to consider the situation "an emergency" under this provision.
- C. Work schedules showing the employee's shifts, workdays, and hours shall be posted on each department bulletin board at all times and at all locations within the department where shift work takes place.

D.

- 1. In those work sites in which the City has heretofore provided lunch facilities, the City will either provide adequate facilities or stagger lunch breaks where necessary to insure each employee a full forty (40) minute lunch period. With the approval of the appropriate supervisor, employees shall be allowed to leave the work premises during duty-free lunch periods. Approval will not be unreasonably denied.
- 2. If an employee's unpaid, duty-free lunch is interrupted because of plant operations and the employee is not given time during his shift to finish lunch, the uncompleted portion of the lunch period shall be paid at the appropriate overtime rate.
- E. An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$7.50.
- F. Call Back -- Employees called in to work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay. Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid in accordance with the provision outlined in Article 18, Overtime, but in no event less than one hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed as to mean compounding of overtime. This four (4) hour minimum shall not be counted as time worked for overtime purposes.
- G. When a Unit member is ordered to stand by during his off duty hours and remain available by telephone or pager for call back to duty, that Unit member shall be paid at one and one half times ( $1\frac{1}{2}$ ) his regular rate of pay for all hours spent on such stand by assignment.

#### ARTICLE 18: OVERTIME

A. All hours worked in excess of forty (40) hours scheduled within a work week shall be considered overtime and non-exempt employees shall be compensated at the rate of one and one-half (1½) times their normal straight time rate of pay. All paid leave shall be counted as

hours worked in the computation of overtime. The straight time rate shall be based upon the employee's annual salary divided by 1906.

- B. After forty (40) hours of work in a work week, non-exempt employees shall have the option to receive overtime compensation as a cash payment or as compensatory leave. Effective July 1, 2005, all eligible employees in the Police Department except for employees assigned to Communications Section shall receive cash payment or compensatory time. Effective July 1, 2006 eligible employees in the Police Department's Communications Section shall receive cash payment or compensatory time. The maximum accumulation of compensatory time shall be two-hundred forty (240) hours.
  - C. Exempt employees shall follow the City overtime policy.
- D. The overtime rate of pay for all hours worked on the seventh consecutive day worked in a regular work week shall be at the rate of two (2) times the normal straight time rate of pay.
- E. Where, in the normal operation of a Department, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work shall be scheduled in each fourteen (14) day period. An employee working this type of schedule shall be paid one and one-half (1½) times his hourly rate as provided above in A, except that for all hours worked in excess of twelve (12) work days during the fourteen (14) day work period, the employee shall be paid two (2) times his hourly rate.
- F. Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, then the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. Each Department shall maintain an up-to-date list of overtime hours offered and worked which shall either be posted on a bulletin board and/or kept in an overtime log book for employee access.
- G. Overtime work shall be voluntary except in the event of an emergency situation. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. For the purpose of this paragraph, an emergency situation is defined to mean an unforeseen serious situation or an occurrence that happens unexpectedly and demands immediate action. A record shall be kept for each employee, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted towards overtime hours offered as per Article 18F.
- H. Any assigned City vehicle should be returned to the City lot at the close of the work day. Any employee not allowed to leave the job site before quitting time will be paid for the period of time necessary to return the vehicle to the City lot, in accordance with the Employer's overtime policy.

- I. Employees of the Police Department shall receive overtime at the rate of one and one-half (1½) times their regular rate, with a two (2) hour minimum for court appearances outside of working hours. Such employees shall also receive overtime at the rate of one and one-half (1½) times their regular rate when summoned as a witness in a departmental hearing outside of working hours.
- J. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime. The Police Department may vary or rearrange work schedules of unit employees to accommodate court appearances and this shall not be considered varying or rearranging schedules to avoid the payment of overtime.
- K. The Employer will make every effort to pay for overtime hours worked within two (2) pay periods following the pay period in which such overtime was worked.

#### **ARTICLE 19: FLEXTIME**

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

#### **ARTICLE 20: VACATION LEAVE**

- A. Vacations leave for employees covered by this memorandum of Understanding is accrued in relationship to the length of continuous service with the Employer as follows:
- 1. Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service, or a total of twelve (12) days per year.
- 2. Employees who have six (6), but less than eleven (11) full years of completed service shall earn vacation leave of one and one-quarter (1 1/4) working days for each month of completed service, or a total of fifteen (15) days per year.
- 3. Employees who have eleven (11), but less than fourteen (14) years of completed service shall earn vacation leave of one and one-half (1 ½) working days for each month of completed service, or a total of eighteen (18) days per year.
- 4. Employees who have fourteen (14), but less than nineteen (19) years of completed service shall earn vacation leave of one and three-quarters (1 ¾) working days for each month of completed service, or a total of twenty-one (21) days per year.
- 5. Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service, or a total of twenty-four (24) days per year.

- B. Vacation may be taken by employees entitled thereto subject to the approval of their supervisor. Such approval shall not be unreasonably withheld. It is understood that it is unreasonable to deny an employee's vacation request due to normal staffing shortages. Request for vacation on the prescribed agency form shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend for one (1) week or more. Except in cases of emergency, leave requests for amounts of time less than one (1) week are to be submitted at least one (1) full working day prior to the expected start of the leave. Every effort shall be made to respond to vacation requests within one (1) week of initial request. While every effort shall be made to meet the desires of employees who request their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority.
  - C. Pay for all vacation days will be based on the employee's regular rate of pay.
- D. Notwithstanding any provisions in this agreement to the contrary, the parties have reached agreement to modify the provisions set forth in Article 20, Paragraph D of the 2014-2016 MOU as follows:
- 1. Legacy Account: All vacation accrued by an employee as of July 1, 2015 shall be placed in each employee's vacation accrual Legacy Account for use while an active employee or paid out at the time of termination. No additional vacation days may be added to an employee's Legacy Account after July 1, 2015.

#### 2. Current Vacation Account:

- (a) Vacation Leave: Effective November 1, 2016 and July 1<sup>st</sup> thereafter, each employee's annual vacation accrual shall be frontloaded and available for use at any time during the fiscal year thereafter and added to any unused carryover vacation (or used to offset any negative current vacation balance) previously accrued to that date from the prior year up to a maximum of 45 days. Thereafter, no more than 45 days may be accrued, including frontloaded vacation, into an employee's Current Vacation Account.
- (b) Milestones: Employees' frontloaded vacation amount shall be adjusted as follows to reflect any increase due pursuant to the provisions of Article 20, Paragraph A of the MOU: Each employee reaching a milestone (i.e. completed 6, 11, 14, and 19 years of service) will have one quarter day (1/4 day) of vacation leave added to the current account on his/her anniversary date. An additional quarter day of vacation leave will be added each month until the end of the fiscal year in which the milestone occurs. Thereafter, the full allotment of vacation leave will be frontloaded on July 1<sup>st</sup> in accordance with Paragraph 2(a) above.
- i. Example: Employee completing six years of service on December 15, 2016 would receive one quarter day of vacation leave on December 15, 2016. The employee would receive an additional quarter day of vacation leave on January 15, 2017, February 15, 2017, March 15, 2017, April 15, 2017, May 15, 2017 and June 15, 2017. On July 1, 2017, the employee would be frontloaded fifteen (15) day of vacation leave.

#### 3. Separation:

(a) Upon separation from City employment, Employees having no accrued days remaining in their Legacy Account shall be paid out for all days in their Current Vacation Account up to a maximum of 45 days. Employees with accrued vacation remaining in their Legacy Account at the time of termination shall be paid out for all such vacation remaining in their Legacy Account. Should the number of Legacy Days remaining in the Legacy Account be less than 45, such employee shall also be paid all days accrued in the employee's Current Vacation Account up to a combined total of 45 days.

Examples: At Time of Separation:

Employee A:	Legacy: <u>Current</u> PAYOUT:	120 days <u>45 days</u> 120 days
Employee B:	Legacy: Current: PAYOUT:	6 days 40 days 45 days
Employee C:	Legacy Current: PAYOUT:	60 days 20 days 60 days
Employee D:	Legacy Current: PAYOUT:	0 days 35 days 35 days

- (b) During the term of this Agreement, and commencing at the beginning of the fiscal year, vacation leave will be front-loaded by allowing employees to use leave during the fiscal year before it is accrued. If for any reason, an employee separates employment during the year and uses more vacation for the year than has been accrued, the employee will be required to reimburse the City for such used vacation.
- 4. Police Department: The foregoing shall be applicable to all CUB Members employed by the Baltimore Police Department.
- 5. Communications: The Employer agrees to distribute a Labor Commissioner Bulletin to all CUB Members to include a Directive from Chief Payroll Director to all Payroll Clerical Personnel setting forth the essential terms and conditions of the Parties' agreement. Such Bulletin to be distributed within two weeks of the execution of this Agreement.
- 6. From July 1, 2016 through October 31, 2016, Employees will be allowed to use up to fifteen vacation days in advance of accrual through the process currently in place (allowing negative vacation accruals). On November 1, 2016, any unused vacation leave from the current fiscal year will be frontloaded in accordance with Paragraph 2 (a) above.

Employees shall have 30 days from the date that the 2016 Vacation accrual is first reflected on their paystub in their Current Vacation Account to file a grievance challenging the

vacation accrual, including the 2016 Frontload amount, placed in their Current Vacation Account.

- E. Any holiday as defined in this Memorandum which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.
- F. Employees on vacation leave on any day of early closing shall be charged the full vacation leave that they would have been charged if the early closing had not occurred.

G.

- 1. Vacation leave must be taken in units of no less than five (5) minute intervals.
- 2. In May and October of each year, employees may opt to convert up to two (2) days of accumulated vacation leave to compensatory time.
- H. Vacation leave shall accrue provided that the employee is in pay status at any time during the payroll period in which his anniversary date occurs.
- I. Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of lay-off due to lack of work or lack of funds and who are subsequently re-employed.
- J. Employees who are re-employed, except as specified in I above, following a break in service of more than one year, shall be considered as new employees for the purpose of computing vacation allowance.
- K. Whenever employees transfer from a permanent City position to another permanent City position without a break in service, they shall be entitled to retain their vacation, sick leave, personal leave and compensatory time balances.
- L. Employees may, when granted leave of absence for military service, utilize their accrued vacation. If such vacation leave is not utilized, it shall be retained pending their return to City service.
- M. In addition to payment for the accrued vacation of employees who die, their legal heirs shall be granted a bonus equivalent to the amount of vacation to which the employee would have been entitled for twelve (12) months of service; provided, however, that if within six (6) months immediately prior to the employee's date of death, the employee had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employees.
- N. Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated vacation (up to the maximum number of days earnable for a four (4) year period), personal leave, overtime, compensatory time (unless exempt from FLSA Provision), or bonus pay, except in the case of bonafide indebtedness to the Employer. The cut-off ticket must contain, therefore, a recording of all leave due to the employees upon their retirement or resignation.

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

P.

- 1. Part-time permanent employees with less than six (6) years of completed continuous service shall earn vacation leave of one working day for each one hundred sixty (160) hours worked.
- 2. Part-time permanent employees with six (6) but less than eleven (11) years of continuous completed service shall earn vacation leave of one and one-quarter (11/4) working days for each one hundred sixty (160) hours worked.
- 3. Part-time permanent employees with eleven (11) but less than fourteen (14) years of completed continuous service shall earn vacation leave of one and one-half (1½) working days for each one hundred sixty (160) hours worked.
- 4. Part-time permanent employees with fourteen (14) but less than nineteen (19) years of completed continuous service shall earn vacation leave of one and three-quarters (1¾) working days for each one hundred sixty (160) hours worked.
- 5. Part-time permanent employees with nineteen (19) or more years of continuous completed service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

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

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

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

#### ARTICLE 21: SICK LEAVE

- A. Sick leave with pay shall be received by employees who have accrued sick leave and who are required to be absent from duty because of personal sickness, injury, medical appointments, or pre- or post-natal disability.
- B. Sick leave shall accrue at the rate of (1) day for each month of completed service, provided that the employee is in pay status at any time during the payroll period in which her/his

anniversary date occurs. Unit members appointed to the Police Department prior to July 1, 1973, shall continue under the present sick leave accumulation policy.

- C. There shall be no ceiling on accumulation of sick leave.
- D. Employees may convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the sick leave year at their rate of pay at the time of conversion. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for such converted sick leave will be made by a separate check, including the usual deductions for taxes and social security, and shall be made to such employees no later than December 24.
- E. Employees who resign or terminate employment after June 1 of a given year shall be entitled to convert to cash one (1) day of unused sick leave for each four (4) days of sick leave accrued during the then current sick leave year, at the time of said resignation and/or termination from City Service.
- F. In addition to their accrued vacation leave, employees who are pensioned or who elect to terminate their service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from City service.
- G. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave. In the event the Employer believes that evidence of abuse exists and upon request by the employee, the Employer shall provide the employee with the reasons in writing why it is denying the sick leave.
  - H. Sick leave must be taken in units of at least five (5) minutes.
- I. Employees shall notify their department prior to the start of the employee's work shifts on the first day of absence due to illness, and at such intervals as specified by the department for the duration of such absence. Civilian employees of the Fire Department shall not be required to report to the Public Safety Infirmary ("PSI") in order to take sick leave nor shall they be required to report to the PSI in order to return to duty from sick leave.
- J. All use of sick leave is subject to verification. Periodic examination by the Employer's physician shall be at the Employer's expense. However, a physician's statement from an employee's private physician may not be required for periods of absence less than three (3) consecutive days, unless abuse is suspected. In the event abuse is suspected, the Employer shall provide the basis for such suspicion at the time a physician's statement is required and provide such explanation, in writing, as soon thereafter as practical.
- K. Sick leave with pay shall be granted for pre- or post-natal disability to an employee who is disabled to such a degree that she is unable to provide service to the Employer. The Employer and CUB recognize that this disablement will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.

An employee who is temporarily absent due to reasons described above from her position and who remains on the payroll in either an "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

- L. Should a day designated herein as a holiday occur while an employee is absent on sick leave, such day shall be observed as a holiday and shall not be charged against sick leave.
- M. Employees with at least two (2) years of service who are unable to return to work after all of their accrued sick leave, vacation leave, personal leave and compensatory time has been exhausted may request extended leave with pay. If the Department Head deems such an extension advisable, he may recommend it to the Department of Human Resources. Such request must be accompanied by a medical certificate. The formula for sick leave extension will be based on the last three (3) full years, excluding current illness. No extension, however, may exceed the number of days allowed in the basic sick leave plan; one (1) day per month of completed service (or in the case of part-time permanent employees one (1) day for each one hundred sixty (160) hours worked). Upon return to work and after accumulating ten (10) sick leave days, an employee receiving this benefit shall reimburse the City for one-half (1/2) of the extended sick leave days granted. If a request is denied by the Department Head, an appeal may be made to the Department of Human Resources.
- N. All part-time employees hired after June 30, 1982, must consistently work an average of 50% of a regularly scheduled work week to be eligible for sick leave. Eligible part-time employees shall accrue sick leave at the rate of one (1) day sick leave for each one hundred sixty (160) hours.

Crossing Guards will be eligible for this prorated benefit.

- O. Up to five (5) days of accumulated sick leave may be used by a Unit member, in a rolling year, in the case of illness in the Unit member's immediate family. Employees of the Police Department hired before July 1, 1973 and who do not accrue sick leave are eligible for this benefit. For purposes of this provision, immediate family under the FLMA shall mean child including biological, adopted, foster, step child or legal ward, or other child for whom the employee has day to day responsibilities for care and legal support who is under the age of eighteen or older if the child has a mental or physical disability, spouse, or parent. Should the FMLA be modified so as to change this definition of immediate family, this provision shall be considered so modified.
- P. Sick leave that is requested in advance for medical appointments shall not be unreasonably denied nor counted as an occasion against that employee under the Attendance Monitoring Standards Program.
- Q. The City Union of Baltimore Sick Leave Bank hereinafter referred to as "the Bank" will continue in effect. Membership in the Bank will be voluntary for all employees. All new employees who request membership will be assessed one (1) day of sick leave for deposit in the Bank.

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

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

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

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

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

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

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

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

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

R.

- 1. Where an employee has a physician's statement permitting the employee to return to work after an extended period of absence for medical reasons (30 days or more), the normal practice shall be that the employee is put back to work. If there is a legitimate medical or business reason, the employee may be required to report for examination to the Employer's physician (Mercy Clinic).
- 2. In the event the Employer requires an employee to submit to such evaluation, the evaluation shall be limited in scope to the cause of the disability for purposes of determining the employee's fitness for duty. The evaluation shall not require as a condition of employment, a fitness or wellness standard as a condition of employment.
- S. The Office of the Labor Commissioner will review requests for exceptions to the Attendance Standards Policy based on extenuating circumstances for employees who reach their 5<sup>th</sup> occasion and are facing suspension.

#### **ARTICLE 22: PERSONAL LEAVE**

A. Permanent employees, except employees in the Police Department, shall be entitled to four (4) personal leave days per year. All personal leave days accrued on or before July 1, 2015 will be held in a holding account which may be used while an active employee, or cashed out at the end of employment. Personal leave will be front-loaded at the beginning of each fiscal year and such leave shall be used anytime during the fiscal year in which the personal leave is received, or the personal leave shall be forfeited.

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

Crossing Guards are eligible for this prorated benefit.

- B. Personal leave must be taken in units of at least five (5) minutes.
- C. Personal leave shall not be unreasonably denied, provided the employee requests such leave with at least three (3) calendar days' notice, but four (4) calendar days if the request encompasses two (2) of the employee's regularly scheduled off days. In emergency situations, the notice requirement may be waived by the supervisor. Request for personal leave for religious holidays shall not be denied.
- D. Employees will be paid for unused personal leave from their holding accounts when separated from City service.

#### **ARTICLE 23: HOLIDAYS**

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

January 1

Third Mon. in January

Third Monday in February

Friday before Easter Last Monday in May

July 4

First Monday in September

Second Monday in October

November 11

Fourth Thursday in November

December 25

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

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

February 12

March 25

September 12

Lincoln's Birthday Maryland Day

Defender's Day

The three holidays listed above shall be considered "floating holidays" and may be used as personal leave at any time during the calendar year. Requests for such leave must be submitted at least three work days in advance. In bonafide emergency situations, the three-day notification requirement may be waived. If these three days are not used by December 31<sup>st</sup>, they cannot be accumulated nor can they be carried over into the new year. Should the member leave during the year and the three "floating holidays" have not been used, those three days will not be included in the final compensation cash out of used leave, unless the employee is in pay status on the date of the holiday identified above would have occurred. In addition to the authorized days in this Article 23 Section A. each Unit member working at the Police Department shall be authorized one (1) additional floating holiday of his/her choice per calendar year. These four (4) floating holidays are the equivalent of PL days for bargaining members not assigned to the Police Department.

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

C.

- 1. For employees working a conventional work schedule, that is, Monday through Friday, eight hour shifts, holidays which fall on Saturday shall be observed the preceding Friday, and holidays which fall on Sunday shall be observed the following Monday.
- 2. If a holiday falls on the regular day off of an employee working on a schedule other than Monday through Friday, the employee shall be granted another day off within the following two (2) pay periods.
- 3. For employees working a non-conventional work schedule, whenever New Year's Day (January 1), July 4<sup>th</sup>, or Christmas Day (December 25), fall on an employee's scheduled Saturday or Sunday work day, the Holiday shall be observed on that day for such employees.
- D. If an employee is required to work on a holiday listed above, said employee shall receive time and one-half (1½) for all hours worked, in addition to one of the following:
- 1. Holiday pay for the regularly scheduled number of hours in the employee's work day; or
  - 2. A day off with pay no later than the end of the following pay period.
- E. Whenever a holiday falls on a regular workday of a bi-weekly employee engaged in shift work, and the employee is required to work a second shift on that holiday, she/he shall be allowed holiday allowance plus time and one-half  $(1\frac{1}{2})$  for all hours worked the first shift, and holiday allowance plus time and one-half  $(1\frac{1}{2})$  for all hours worked the second shift.
- F. Employees scheduled to work on a holiday who call in sick shall be charged for a sick leave on that day. Failure to notify their supervisor or his/her designee of illness will result in the loss of pay for that day.
- G. To be eligible for holiday pay, employees must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

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

#### I. Police Department Employees

- 1. Whenever unit members working at the Police Department are required to work on a day designated as a holiday, or if the holiday coincides with a regularly scheduled day off, the Employer shall provide a day in lieu thereof within forty-five (45) days of such holiday. This may be forty-five (45) days prior to or subsequent to the holiday involved. Requests for these days shall follow the same procedure as GO 12-90.
- 2. Employees assigned to work on the following shall receive one and one-half (1½) pay for all hours worked on:

January 1
Third Mon. in January
Third Monday in February
Friday before Easter
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
December 25

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

#### J. School Calendar Holidays

- A. Unit I employees employed by City agencies whose holiday schedule coincides with the Baltimore City Public Schools, shall enjoy the following paid holidays in lieu of the present holidays of Lincoln's Birthday and Columbus Day:
  - (a) Day after Thanksgiving
  - (b) Additional day during Christmas recess
  - (c) Two (2) days during spring vacation

#### **ARTICLE 24: OTHER LEAVE**

#### A. Job Injury Leave

An employee sustaining an occupational injury or accident which is not the result of his negligence shall receive sixty-six and two-thirds (66 and 2/3) of the employee's average weekly wages not to exceed the State of Maryland's Average Weekly Wage (AWW) limit tax-free and shall not be required to use any sick leave, vacation or personal leave if, upon medical examination and certification by the Employer's physician, it is determined that the injury and/or accident disables the employee. Under this circumstance, the affected employee shall be examined periodically by the Employer's physician to determine the progress and length of time necessary for recovery.

Employees will be eligible for a fixed number of days, 195 workdays per job-related accident or injury which shall be designated as job injury leave days. The days will be used as

needed for job-related illnesses or injuries. On the 196<sup>th</sup> day, employees shall receive one-half (1/2) day of job injury leave and shall be deducted one half (1/2) day of accumulated leave for 20 additional days.

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

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

#### B. Other Leave

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

#### C. Bereavement Leave

Four (4) consecutive working days' leave with pay shall be granted upon request in the event of a death in an employee's immediate family. Immediate family shall be considered as: father, mother, sister, brother, spouse, domestic partner, children (including pre-term deliveries), mother-in-law, father-in-law, grandparents, step and half-blooded relatives and grandchildren. The four (4) days shall commence at the option of the employee on the date of death or the day following the date of death or in conjunction with a memorial or funeral service. In the event the deceased relative lived in the same household as the employee making the request, the deceased shall be considered to have been a member of the immediate family.

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

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

#### D. Civil Defense Leave

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

- 1. Requests for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.
- 2. The total amount of time for which permission may be granted to employees for the purpose outlined shall not exceed forty (40) hours in any calendar year.

#### E. Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air Force or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or reduction in efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law in the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any member of the organized militia or Army, Navy, Air or Marine Reserve is ordered to active duty in the event of an emergency, he shall be entitled to a leave of absence without loss of pay, (i.e., such employee shall receive gap pay if necessary in order to ensure that the employee receives no less than his regular City salary for the time he is on such duty) time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working day period specified above.

#### F. Civil Leave

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

#### G. Paid CUB Representative

CUB shall submit to the Labor Commissioner the names and agencies of four employees who shall perform Union duties on a full-time basis. Once approved, the four employees shall be compensated by their respective agencies at their regular rate of pay.

#### H. President's Leave

The President of CUB shall be granted leave with pay for the term of his/her office. Upon the expiration of his/her term, the President shall be restored to his/her former City position with full seniority and all his/her other employee rights and benefits. While on this leave with pay, the President shall continue to be covered for all the health and welfare and pension benefits by the City.

#### I. Leave Without Pay

1. Upon application in writing, employees may be granted a leave of absence without pay, not to exceed one (1) year, for the reason of personal illness, illness in the immediate family or disability.

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

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

frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process, provided the employee qualifies for the position.

J. Education Leave -- After completing one (1) year of continuous service, any employee, upon request and upon the approval of the appointing Officer and the Department of Human Resources, shall be granted a leave of absence without pay for education purposes. The period of the leave of absence shall not exceed nine (9) months, but may be extended or renewed upon the request of the employee and with the concurrence of the appointing Officer and the Department of Human Resources.

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

- K. Parental Leave -- Employees may request any portion of vacation, personal, or compensatory time for the purpose of child rearing as outlined in the respective Leave Articles. In addition, employees may request a leave of absence without pay as set forth below for the purpose of child rearing or adoption.
  - (a) For an employee whose total leave of absence without pay is ten (10) calendar weeks or less, the employee shall be entitled to return to her/his former position. If the former position is abolished or frozen, the employee will be reinstated to another position in the same class or comparable class through the transfer process provided the employee qualifies for the position.
  - (b) For an employee whose total leave of absence without pay is more than 30 days, the employee shall be entitled to invoke Civil Service rules regarding return to work or placement on the reemployment list.

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

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

#### L. Weather Emergency Leave

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

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

If, in accordance with the City inclement weather policy, a delayed opening of City facilities is announced, authorized employees shall be entitled to use accumulated personal leave,

vacation or compensatory time in order to arrive at work safely. All employees shall be notified as to whether they are essential or non-essential, in accordance with City policy. The City shall provide the Union with a list of CUB represented essential employees including their names, classifications and work locations.

# M. Family Leave

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

## N. Matrimony Leave

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

#### O. Graduation Leave

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

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

### **ARTICLE 25: SENIORITY**

- A. The Employer and CUB recognize the principle of seniority as a factor in promotion, lay-off, reemployment, transfer and other conditions of employment; and recognize the need of maintaining an efficient work force. The application of seniority under this Article shall prevail where the principle does not conflict with any provisions of applicable law.
- B. In determining seniority as a factor for promotion or transfer, the length of service in the particular division shall be considered rather than length of service in the bureau or department.
- C. It is the intention of the parties that if the Employer is compelled to lay-off permanent employees on a departmental, bureau or division basis, the sole criterion of inverse order of their original appointments to City service based on continuous years of employment shall be followed to the extent allowed by applicable law; provided, however, that nothing in this Paragraph C shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law.

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

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

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

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

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

### **ARTICLE 27: PERFORMANCE RATING**

The Employer agrees to submit to CUB for its input, if any, any proposed changes in the Performance Evaluation System one (1) month prior to submission to the Department of Human Resources. Notwithstanding the language in this Article 27, any year in which an employee does not receive a performance evaluation, he shall be considered to have performed at the Satisfactory Level for that year.

# ARTICLE 28: EXAMINATION OF EMPLOYEE'S PERSONNEL FILE

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

- A. There shall be only one (1) official personnel file for any employee. This file shall be kept in the personnel office of the appropriate agency.
- B. By appointment with the appropriate authorized person, the employee, his CUB representative or other authorized representative, with his identification, shall be permitted to examine the employee's personnel file. The employee shall indicate in writing, to be placed in his file, that he has examined said file.
- C. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he has examined said file and the reason for said examination.
- D. Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performance, or contribution of an academic, professional, or civic nature.
- E. Confidential inquiries and replies or any such material received from outside sources which are included in the employee's file shall be expunged from said file upon the completion of the employee's probationary period of employment.

- F. No material related to an employee's conduct, service, character, or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. Any employee will not be required to affix his signature on any material that is to be inserted in the file subject to the provisions herein below discussed.
- G. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Memorandum of Understanding.
- H. Disciplinary actions that are not contained within the employee's personnel file at the time the employee, his CUB representative or other authorized representative inspects such file or which are not presented by management by the close of the step 3 meeting, shall be excluded from evidence in any grievance or arbitration case involving such employee unless such document is dated and issued to the employee after such inspection.

# **ARTICLE 29: UNIFORM AND CLOTHING**

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

### ARTICLE 30: TRANSPORTATION EXPENSE

### A. Travel Allowance

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

### B. Portal-to-Portal Pay

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

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

A.

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

- 2. All job announcements shall designate whether the job announced is competitive or non-competitive and such designation shall not be changed.
- B. Examination and recruitment lists shall be publicly and conspicuously posted at the offices of the Department of Human Resources and at conspicuous locations in all other City buildings.

# ARTICLE 32: LEAVE FOR DEPARTMENT OF HUMAN RESOURCES EXAMINATIONS

- A. An employee shall be granted, upon request, administrative leave for the time necessary to take any departmental promotional Department of Human Resources exam for which he is eligible.
- B. A shift employee wishing to take an examination that is administered by the Department of Human Resources, shall, in filing an application for such an examination, clearly state therein his present work schedule. The Department of Human Resources shall thereupon schedule the examination at a time which does not interfere with the employee's assigned shift and, in any event, the affected employee shall not be required to work within the sixteen (16) hour period immediately preceding the time set for the examination.
- C. In any case where an employee is required to work overtime or in an emergency capacity on the day immediately preceding an examination or in any case where an employee is required to work during the sixteen (16) hour period immediately preceding the examination, then, and in that event, the Department of Human Resources shall reschedule said examination for a subsequent time and date which does not conflict with the provisions stated above.

## ARTICLE 33: SAFETY AND HEALTH

A. The Employer has provided CUB with a current list of each Safety Officer in each Agency.

Each Safety Officer shall conduct a semi-annual inspection of each building within his scope of responsibility and submit a report to the Director of Risk Management with a copy to CUB. The semi-annual inspection report shall be jointly developed by the Director of Risk Management (or designee) and the respective Safety Officer(s) in each Agency.

- B. The Employer and CUB shall cooperate in the enforcement of safety rules. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and shall be processed pursuant to the Grievance Procedure.
- C. The Employer shall, where applicable, provide its employees with adequate safety equipment.

The Employer and CUB shall establish, where appropriate, joint Committees to review safety standards, accident-related causes and safe place-to-work grievances. The Employer shall

establish first-aid stations at work areas designated by the Director of Safety. Moreover, the Employer shall cooperate with the Red Cross to provide First Aid training courses to all interested employees at areas designated by the Director of Safety.

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

### E. Video Display Terminal (VDT) Safety Rules

- 1. The Employer and the Union recognize that the use of technologically advanced office equipment can increase the productivity and efficiency of City operations. To address issues of health and safety concerns which may be created by the use of video display terminals (VDTs), the Employer agrees to provide the following for all employees whose primary job responsibility is to work on VDTs for six (6) or more hours per day:
  - (a) Annual eye examinations to be provided by the Office of Occupational Medicine and Safety.
  - (b) After one (1) hour of continuous work on a VDT an employee shall be entitled to a rest break or rotation to other work activities not using a VDT, for a period of fifteen (15) minutes.

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

# ARTICLE 34: EMPLOYEE ASSISTANCE SERVICES

The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program by telephone or personal visit. Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Program shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Counselor.

# **ARTICLE 35: TUITION REIMBURSEMENT**

The Employer shall establish a Tuition Reimbursement Program to be administered by the Department of Human Resources. Upon approval by the Department of Human Resources, employees shall be granted benefits under this Section and shall be reimbursed, providing the employee meets all qualifications as listed in the Administrative Manual, for up to 50% of the tuition cost of a maximum of ten (10) credits per semester, consisting of not more than four (4) courses, for job-related courses or those leading to a job-related degree. Affected employees shall be further reimbursed for laboratory and administrative fees not to exceed sixty dollars \$60.00 per semester.

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

# ARTICLE 36: TRAINING AND DEVELOPMENT

- A. The City presented a training and development program for FY 2013. The Employer shall conduct an in-service training program which shall be administered by the Department of Human Resources. This program shall include substantive training in policies and procedures which are relevant and important for employees and unit supervisors as determined by the City. Examples of training include sexual and other workplace harassment, workplace violence, compliance with employment laws (FMLA, ADA, Title VII, etc.), substance abuse, etc. The Department of Human Resources shall modify the training from year to year to see that employees get a broader range of training and development.
- B. Unit members who are required to take a certification examination as a requirement of their job classification shall be provided time off with pay to sit for such examination when scheduled during normal work hours. Employees scheduled to evening shifts shall be granted permission leave on the evening that such examination is taken.

### **ARTICLE 37: JOB SECURITY**

- A. In cases of layoff or job elimination, it is the intent of the parties to (1) identify positions where layoff or job abolishment is imminent and/or foreseeable/anticipated (e.g., water meter section, etc.); and (2) to include planning for employee reassignment, re-training, and placement in other City employment opportunities where possible.
- B. In the case of planned layoffs or reductions in force, especially where there is going to be an elimination of a group or unit of employees, the City shall make its best efforts to identify positions which are open and/or for which the laid off employees may be qualified and/or trained to perform. Human Resources from the Agency shall then meet with employees who will be affected by a layoff and provide any job options available and assist employee in finding a suitable position in another section with the member's Department. In cases of layoff, the Agency shall notify the Department of Human Resources of the employee(s) involved. Employees shall be required to advise the Department of Human Resources of any change of address or telephone number so that the employee may be contacted in case of job openings. Where appropriate, the Department of Human Resources shall do a skill assessment of affected employees and recommend re-training.
- C. The parties agree that the process to be followed shall differ depending upon whether the amount of notice of the layoff is short or foreseeable well in advance.
- D. At least thirty (30) days prior to the effective date of any layoff, the Labor Commissioner shall provide written notice to the Union. The notice shall include the number of positions affected, by division and classification, and a list of all CUB classified positions the Employer is then actively seeking to fill through job posting or other means. Within two (2) weeks of the issuance of the notice to the Union, the Employer shall meet and confer with the Union to discuss the planned layoff and consider alternative proposals.

### **ARTICLE 38: VISITATION**

- A. An officer or accredited representative of CUB shall, upon reasonable request by CUB, be admitted to the property of the Employer during working hours and shall be granted reasonable time for the purpose of discussing or assisting in the adjustment of grievances under Article 8 of this Agreement. Each CUB representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a designated CUB representative shall be allowed to:
  - 1. Post official CUB notices.
- 2. Transmit communications authorized by CUB or its officers to the Employer or his representative.
- B. If any Steward or CUB official charges harassment in the performance of his duties as a representative, the matter shall be resolved between the Labor Commissioner's Office and CUB immediately.

### ARTICLE 39: BULLETIN BOARDS

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

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

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

# **ARTICLE 41: SUBCONTRACTING**

A. During the term of this Agreement, except in cases of emergency, when the Employer is contemplating contracting out work that is normally performed by unit employees, the Employer agrees to give notice as far in advance as practical, where possible at least sixty (60) days, to discuss with CUB, prior to actual implementation, any plan to contract work ordinarily assigned to or performed by CUB-represented employees which would result in a layoff or demotion. The Employer agrees to discuss the impact of such contract, all offered alternatives to contracting out this work or laying off employee, including without limitation, whether the work can be performed with unit employees in a manner which is as cost effective as an outside contract, employment of unit employees in the same or similar classification doing similar work, or in other classifications for which they are qualified.

- B. The parties agree that concerns relating to subcontracting are appropriate topics for the departmental labor-management committees.
- C. Except in cases of emergency, and from time to time on a temporary basis not to exceed 3 months to address legitimate temporary needs, the Employer shall not allow members of other Baltimore City Bargaining Units, (FOP, IAFF, and AFSCME or Community Aides and Seasonal Maintenance Aides) to perform work which is normally performed by bargaining unit employees at the particular location.

### ARTICLE 42: TECHNOLOGICAL CHANGES

The Employer and CUB recognize that advances in technology lead to changes in the work environment. The Employer and CUB also recognize that the retention of experienced employees is essential to efficient City operations.

The Employer and CUB will cooperate in providing transitional assistance to those employees affected by technological changes. The Employer shall make every effort to find a position for which the affected employee is qualified within City employment.

# **ARTICLE 43: LABOR-MANAGEMENT MEETINGS**

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

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

### **ARTICLE 44: LATENESS**

The Employer and CUB recognize the issue of lateness as a concern of both management and employees. The Employer and CUB agree to establish a joint labor-management committee consisting of no more than seven (7) Union representatives and no more than seven (7) management representatives appointed by each party for the purpose of examining the lateness problem and developing a lateness policy. This Committee shall convene its first meeting no later than November, 2017 and submit its final report to the Labor Commissioner and the President of CUB no later than June, 2018.

### ARTICLE 45: PRINTING OF THE MEMORANDUM

The Employer shall prepare and provide to CUB an electronic copy of the final version of the Agreement as noted by the Board of Estimates in a printable format. Each party shall be responsible for printing copies of the Agreement for its constituents at its own expense.

# **ARTICLE 46: MISCELLANEOUS PROVISIONS**

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

# ARTICLE 47: TERMINATION, MODIFICATION OR AMENDMENT

- A. This Memorandum of Understanding shall become effective on July 1, 2016 and remain in full force and effect until June 30, 2019 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by certified mail no later than January 1 of the year involved.
- B. This Memorandum of Understanding may be reopened by either party hereto for the sole purpose of studying the reports of the joint labor-management committees provided for in this Memorandum, in order to negotiate and/or prepare recommended amendments to the appropriate Ordinances as may be mutually agreed to by both parties.
- C. In the event that the parties are unable to reach agreement on a successor MOU as of the time the existing MOU expires (i.e. June 30, 2019), the terms of the existing agreement shall continue until an agreement is reached or until such time as the impasse and/or fact-finding process set forth in the City's Code, Article 12, §5-5 through §5-7 is completed; provided, however, that the City shall continue to be able to exercise any management rights which it has under this MOU.

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MAYOR AND CITY COUNCIL OF BALTIN	MORE:
Deforal In Moore-Cartes	Lever V. Meci
Deborah F. Moore-Carter	Teresa V. Meli
MA	Kathy L/Litz
Quinton M. Herbert	Kathy L/Litz
KAn	Beverly Woolford  Beverly Woolford
Yvette Brown	Beverly Woolford
	Yanish Bomand
Felicia Knight-Davis	Tanisha E. Bomani
	Jeres A
Lisa Wood	Teresa Everett
Lacea mith	Carle B
Jacia Smith	Catherine Burns
CITY UNION OF BALTIMORE:	
Macheller Schron	Says b. Walker
Antoinette Ryan-Johnson	Tiffany Walker
Sp Conf	Subhtogenhardel)
James Anthony, Sr.	Ruth L. Pajouhandeh
O'Barer -	Have Wattison
Olivia J. Baker	Gaye Mattison
Master	
Maxine J. Holmes	
APPROVED AS TO FORM AND LEGAL	NOTED BY THE BOARD OF ESTIMATES:
SUEFICIENCY:	NOTED BY THE BOARD OF ESTIMATES:
l	NOTED BY THE BOARD OF ESTIMATES:

Page 43 of the Memorandum of Understanding (FY 2017-2019) by and between the City of Baltimore and the City Union of Baltimore.

# ADDENDUM A: TRANSITION HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

# TRANSITION HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

This Transition Agreement 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 MAPS<sup>1</sup> (the "Unions") (hereinafter referred to as the "Agreement").

WHEREAS, the City and the Unions 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, pursuant to Paragraph 14 of the 2012 Agreement, the 2012 Agreement was included as an attachment to each of the Unions' respective collective bargaining agreements (viz. Memorandum of Understanding) to begin with Fiscal Year 2013; and

WHEREAS, the 2012 Agreement is expiring in 2016 for each of the signatory Unions, and 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 2012 Agreement through December 31, 2017;

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 less frequently than one time each calendar quarter beginning in the month of January to discuss cost containment, efficiencies, wellness, and other relevant issues, to review data for each plan for active employees and other relevant information, as raised or requested by the Unions or the City, or their respective consultants.

<sup>&</sup>lt;sup>1</sup> 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.

- c. The City shall 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 aforementioned quarterly HIC meetings 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.
- 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 the 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.
- 3. 2017 and 2018 Plan Years Premiums/Premium Equivalents. Subsequent to receiving from its consultant the projected premiums and/or premium equivalent rates for the 2017 and 2018 plan years, the City shall provide the Unions with a report containing the projected premiums and/or premium equivalent rates for each plan (including both self-insured and fully-insured plans) proposed for each of those plan years, with supporting data. 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. Such meeting(s) shall be held 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 one week before submission of the proposed rates to the Board of Estimates.
- 4. <u>Current Plans and Cost Sharing.</u> The plan of benefits for each of the City's plans (as published in the City of Baltimore 2016 Benefits Guide) shall remain unchanged for plan years 2016 and 2017. The current statement of benefits is attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates shall remain unchanged for plan (calendar) years 2016 and 2017.

### 5. Requests for Proposals.

- a. It is understood that the City intends to issue Request(s) for Proposals ("RFPs") for some or all of its plans for plan year 2018, 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 April 1, 2016 and January 31, 2017 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.
- 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 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.
- e. 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 years 2016 and 2017, the City shall furnish the plan operating gain/loss statement for each self-insured plan to the Unions through their designated consultant. The plan operating gain/loss statement shall account for premiums collected on behalf 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.

- b. In the event that for any plan a surplus results from the difference between premiums and payments received from covered employees 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), the appropriate application of any year-end surplus shall be discussed between the City and the Unions to determine what amount, if any, shall be refunded to currently enrolled active employees and/or retained to fund the City's self-insured health insurance plans, including maintaining proper current and/or OPEB reserves. Surplus funds may not be applied by the City for any other purpose than the City's medical insurance plans or OPEB liability.
- c. 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 full and complete disclosure in advance to the HIC.
- d. In no event shall any refund from any year-end surplus (as defined herein) exceed the portion of such surplus attributable to active employee premiums.
- 7. <u>Future Agreements.</u> It is the intent of the parties to enter into negotiations for a successor to this transitional Agreement following the completion of the RFP process referenced in Paragraph 5 above.

# 8. Resolution of Dispute over Results from Prior Years.

There exists a difference of opinion between the Unions and the City as to the appropriate resolution of the year-end surplus for Plan Years 2014 and 2015, however, all claims and disputes between the Unions and the City with respect to year-end surplus (as defined in Paragraph 6, above) or the use thereof for Plan Years 2014 and 2015 are waived, released, concluded and resolved under this Agreement in this manner:

- a. The City shall release the final CareFirst year-end retrospective settlement for plan year 2015 to the Unions' benefits consultant on or before March 15, 2016.
- b. The City shall grant one premium holiday to all current CareFirst active employee plan participants, meaning that the City shall not demand payment or payroll deduct premiums in the amount of 1/26th of the annual premium for each employee. Such premium holiday shall occur on the first pay period of June, 2016.
- c. These terms are without precedent and without prejudice to any claims or defenses asserted by the parties with respect to future plan years.
- 9. Attachment to Individual Union MOUs. This Agreement (including referenced attachments) shall be included as an attachment to each Union's MOU.
- 10. <u>Disputes</u>: 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 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.

- 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
- Term. This Agreement shall remain in effect through December 31, 2017, except for those provisions which expressly refer to events occurring after that date (e.g., Paragraphs 5 and 6).

MAYOR AND CITY OF BALTIMORE:

AFSCME, LOCAL 44

AFSCME, LOCAL 2202

PCGGY PCACOCK GM
Peggy Peacock

AFSCME, LOCAL 558

CITY UNION OF BALTIMORE

Wendy Smith

Yvonne Rice

BALTIMORE FIRE OFFICERS ASSOCIATION

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

Michael Campbell

Gene Ryan

BALTIMORE FIRE FIGHTERS ASSOCIATION

Charles 'Rick Hoffman

MANAGERIAL AND PROFESSIONAL SOCIETY OF BALTIMORE, INC

Anthony G. Polsinell

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS DAY OF

Assistant Cit (Scit. 107

	Aetna PPO ST.	ANDARD OPTION	Aetna PPO	HIGH OPTION
	In-Network	Out-of-Network*	In-Network	Dut-of-Network*
Deductible	\$250 per Individual \$500 per family	\$500 per individual \$1,000 per family	ench	None
Annual Out-of-Pocket (OOP) Maximum (based on salary) (Deductible, copays, and coinsurance amounts included in OOP max.)	Employee salary < \$45,000: \$1,000 per individual/\$2,000 per family Employee salary > \$44,999: \$1,500 per individual/\$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/\$4,000 per family Employee salary > \$44,999: \$3,000 per individual/\$6,000 per family	\$1,000 per individual/ \$2,000 per family	None
Lifetime Maximum Benefit	Unlimited	Unlimited	Unamited	Unlimited
Routine & Preventive			WWW. Name of the local	
Routine Annual Physical	100%	100% allowed benefit®	Covered in full	100% allowed benefit*
Well Baby /Child Care (age & schedule apply)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Routine GYN Examination (limit: one per year)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Mammography, Colorectal Screening, Prostate Screening (call for plan Ilmits)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Physician Office Visits (Sick,	/Non-routine)			
Physician Office Visit	\$25 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Specialist Office Visit	\$40 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Emergency & Urgent Care		MANUSE ON FEE	NEW WARRIES	
Emergency Room	90%	90%	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)
Urgent Care	\$25 copay, then plan pays 90%	\$25 copay, then plan pays 90%	\$5 copay per visit	\$5 copay per visit; 100% allowed benefit*
Hospital Inpatient Services				All Supplies MAIN
Inpatient Hospital Services, including Room, Board & General Nursing Services	90%	70%	Covered in full	100% allowed benefit*
npatient Medical Surgical Physician Services	90%	70%	Covered in full	100% allowed benefit*
npatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
npatient Physical, Speech,  3 Occupational Therapy	90%	70%	Covered in full	100% allowed benefit*

	AETINA PPO 51	ANDARD OPTION	Actna PPO HIGH OPTION	
	In-Network	Out-of-Network®	In Network	Out-of-Network®
Organ Transplant (Pre- Authorization Required)	90% at institutes of Excellence facilities, 70% at other innetwork facilities	70%	Covered in full	No coverage
Outpatient Services			ES TOST PROPERTY	
Outpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Outpatient Surgery	90%	70%	Covered in full	100% allowed benefit*
Outpatient Physical, Speech, & Occupational Therapy	90% up to 60 visits per year (physical, speech, & occupational therapies combined)	70% up to 60 visits per year (physical, speech, & occupational theraples combined)	\$5 co-pay per visit; up to 60 visits per year {physical, speech, & occupational theraples combined}	\$5 co-pay per visit, then Plan pays 100% allowed benefit*; up to 60 visits per year (physical, speech, & occupational therapies combined)
Pre-Admission Testing	90%	70%	Covered in full	100% allowed benefit*
Allergy Testing	90%	70%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit
Allergy Serum	90%; call Aetha for plan details	70%; call Aetha for plan details	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit
Maternity				BU STARTE VERSE
Pre- and Post-Natal Care (Physician services)	Covered in full	80%	Covered in full	\$5 copay initial visit to determine pregnancy, then covered at 10% allowed benefit*
Delivery (Inpatient)	100%	80%	Covered in full	100% allowed benefit*
Newborn Care (Inpatient)	50% after deductible	70% after deductible	Covered in full	100% allowed benefit*
Fertility Testing & Family Pl	anning			
Fertility Testing & Famdy Planning	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided; 100% allowed benefit
In-Vitro Fertilization	90%; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO	70%; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, At, and AO	Covered in full up; \$100,000 maximum Infetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO	100% aflowed benefit*; \$100,000 maximum lifetime benefit; up to 3 attempts per five birth combined with ART, AI, and AO

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	AETNA PP	O STANDARD OPTION	Aetna PPO HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network®
Mental Health & Substance	Abuse Benefits			
Inpatient Mental Health & Alcohol/Substance Abuse	90%	70%	Covered in full	100% allowed benefit*
Outpatient Mental Health & Alcohol/Substance Abuse	\$25 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Other				
Diabetic Supplies (not including insulin and syringes, which are covered by Rx Plan)	90%	70%	Covered in full	100% allowed benefit®
Durable Medical Equipment	90%	70%	Covered In fuil	100% allowed benefit*
Private duty nursing (pre- authorization required)	90%	70%	Covered in full	100% allowed benefit*
Hospice Care	90%	70%	Covered in full	100% allowed benefit*

<sup>\*</sup>Out-of-network benefits are based on the allowed benefit, which is 50% of the reasonable and customary (R&C) amount. Out-of-network providers can balance bill the difference between the allowed amount and the billed amount. This table is to be used as a guide only. Actual benefits will be governed by the terms and conditions of the Booklet Certificate.

	CareFirst PPN 51	ANDARD OPTION	CareFirst PPN HIGH OPTION	
	In-Network Out-of-Network*		In-Network	Out-of-Network*
Deductible	\$250 per individual	\$500 per individual	None	None
	\$500 per family	\$1,000 per family		
Annual Out-of-Pocket Maximum (based on salary) (Deductible, copays, and coinsurance amounts included in OOP max.)	Employee salary < \$45,000: \$1,000 per Individual/ \$2,000 per family Employee salary > \$44,999: \$1,500 per Individual/ \$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/ \$4,000 per family Employee salary > \$44,999: \$3,000 per individual/ \$6,000 per family	\$1,000 per Individual/ \$2,000 per family	N/A
Lifetime Maximum Benefit	Unlimited	Uniimited	Unlimited	Unlimited
Routine & Preventive				
Routine Annual Physical	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Well Baby/Child Care through age 6 (includes Immunizations and vaccinations)	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Routine GYN Examination (limit: 1 per year)	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Mammography, Colorectal Screening & Prostate Screening	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Physician Office Visits (Sici	/ Non-Routine)			
Maps & Unrepresented: Physician Office Visit Includes family, general, internal medicine, and pediatricians	\$25 copay	80% Allowed Benefit	\$20 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Physician Office Visit Includes family, general, internal medicine, and pediatricians	\$25 copay	80% Allowed Benefit	\$10 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Maps & Unrepresented: Specialist Office Visit	\$40 сорау	80% Allowed Benefit	\$25 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Specialist Office Visit	\$40 copay	80% Allowed Benefit	\$15 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network®
Emergency & Urgent Care				
Emergency Room	90% after deductible	90% after deductible	\$50 copay per visit (waived if admitted)	\$50 copay per visit (waived if admitted)
Urgent Care	\$25 copay, then Plan pays 90% Allowed Benefit	\$25 copay, then Plan pays 90% Allowed Benefit	\$10 copay per visit	100% Allowed Benefit
Hospital Inpatient Service:				
Maps & Unrepresented: Inpatient Hospital Services, Including Room, Board & General Nursing Services (does not include acute Inpatient rehabilitation); preauthorization required	90% after deductible	70% after deductible	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 70% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Represented: Inpatient Hospital Services, Including Room, Board & General Nursing Services (does not Include acute Inpatient rehabilitation); pre- authorization required	90% after deductible	70% after deductible	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 80% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Inpatient Diagnostic Lab Work & X-rays	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit
Inpatient Medical Surgical Physician Services	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
Inpatient Physical, Speech, & Occupational Therapy	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
Organ Transplant (Pre- authorization required)	90% after deductible	70% after deductible (\$30,000 per transplant max.)	100% Allowed Benefit	100% Allowed Benefit
Outpatient Services				
Outpatient Diagnostic Lab Work & X-rays	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Outpatient Surgery	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit

	CareFirst PPN S	TANDARD OPTION	CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network <sup>4</sup>	In-Network	Out-of-Network®
Maps & Unrepresented: Outpatient Physical, Speech, & Occupational Therapy (Preauthorization required after 10 <sup>th</sup> lifetime visit)	90% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	70% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	100% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)	80% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)
Represented: Outpatient Physical, Speech & Occupational Therapy (Presuthorization required after 10 <sup>th</sup> lifetime visit)	90% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	70% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	Facility: \$10 copay per visit; Office: 100% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational theraples combined)	80% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)
Pre-Admission Testing	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Allergy Testing	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Allergy Serum (\$200 Annual Maximum)	90% Allowed Benefit after deductible up to annual maximum	70% Allowed Benefit after deductible to annual maximum	100% Allowed Benefit up to annual maximum	80% Allowed Benefit up to annual maximum
Maternity				
Pre- and Post-Natal Care (Physician Services)	100% Allowed Benefit	80% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Delivery (Inpatient)	100% Allowed Benefit	80% Allowed Benefit	Represented: 100% allowed benefit; pre- certification required MAPS/Unrepresented: 100% allowed benefit; pre-certification required	Represented: \$100 deductible per admission, then plan pays 80% up to \$1,500 out-of-pocket maximum per admission, then 100% allowed benefit. Precertification required. MAPS/Unrepresented: \$100 deductible per admission, then plan pays 70% up to \$1,500 out-of-pocket maximum per admission, then 100% allowed benefit. Precertification required.
Newborn Care (Inpatient)	100% Allowed Benefit	80% Allowed Benefit	100% Allowed Benefit	BO% Allowed Benefit

	CareFirst PPN S	TANDARD OPTION	CareFirst PPN HIGH OPTION	
	in-Network	Out-of-Network®	In-Network	Out-of-Network®
Fertility Testing & Fan	nily Planning			
Fertility Testing & Family Planning	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
In-Vitro Fertilization (IVF)	90% after deductible (\$100,000 lifetime maximum)	70% after deductible (\$100,000 lifetime maximum)	100% Allowed Benefit (\$12,000 lifetime maximum)	80% Allowed Benefit (\$12,000 lifetime maximum)
Inpatient Mental Heal	th & Substance Abuse B	enefits – Provided by B	leacon Health Options	
Maps & Unrepresented: Inpatient Mental Health & Alcohol/Substance Abuse; Pre- authorization required	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 70% up to \$1,500 out-of- pocket maximum per admission, then 100% Allowed Benefit
Represented: Inpatient Mental Health & Alcohol/Substance Abuse; Pre- authorization required	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 80% up to \$1,500 out-of- pocket maximum per admission, then 100% Allowed Benefit
Outpatient Mental He	alth & Substance Abuse	Benefits - Provided by	Beacon Health Options	
Maps & Unrepresented: Outpatient Mental Health & Alcohol/Substance Abuse; Pre- authorization required	\$25 copay	80% Allowed Benefit	\$20 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Outpatient Mental Health & Alcohol/Substance Abuse; Pre- authorization required	\$25 copay	80% Allowed Benefit	\$10 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit

	CareFirst PPN	STANDARD OPTION	CareFirst PPN HIGH OPTION	
	In Network	Out-of-Network*	In-Network	Out-of-Network®
Other				
Diabetic Supplies (not including insulin and syringes, which are covered by Rx Plan)	90% after deductible	70% after deductible	100% Allowed Benefit, including lancets, test strips, and glucometers	100% Allowed Benefit, including lancets, test strips, and glucometers
Durable Medical Equipment	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	See Major Medical benefit	See Major Medical benefit
Private duty nursing (pre-authorization required)	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	Based on medical necessity; see Major Medical benefit	Based on medical necessity; see Major Medical benefit
Hospice Care (pre- authorization required)	90% after deductible	70% after deductible	100% Allowed Benefit	100% Allowed Benefit
Major Medical Benefits	N/A	N/A	Preferred Provider Major Medical Services: private duty nursing, medical supplies, ambulance (ground transport only), whole blood, orthopedic devices and durable medical equipment.	
Maps & Unrepresented: Major Medical Annual Deductible	N/A	N/A	Major medical expenses only: \$250 per person per year	
Represented: Major Medical Annual Deductible	N/A	N/A	Major medical expenses only: \$200 per person per policy year	
Maps & Unrepresented: Major Medical Benefit Percentages	N/A	N/A	After deductible, plan pays 100% of the first \$30,000 of allowed expenses; thereafter, plan pays 50% allowed benefit	
Represented: Major Medical Benefit Percentages	N/A	N/A	After deductible, plan pays 80% allowed benefit	

<sup>\*</sup>Any out-of-network provider can balance bill the difference between allowed amount and billed amount.

Note: This table is to be used as a guide only. Actual benefits will be governed by the terms and conditions of the Booklet

Certificate.

		Point-of-Service (POS) d Option Plan	UnitedHealthcare Point-of-Service (POS) High Option Plan	
real expension	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$250 per individual \$500 per family	\$500 per individual \$1,000 per family	None	None
Annual Out-of- Pocket Maximum (based on salary) (Deductible, copays, and coinsurance amounts included in OOP max.)	Employee salary < \$45,000: \$1,000 per individual/ \$2,000 per family Employee salary > \$44,999: \$1,500 per individual/ \$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/\$4,000 per family Employee salary > \$44,999: \$3,000 per Individual/\$6,000 per family	\$1,000 per individual/ \$2,000 per family	N/A
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Routine & Preventive			1 1 1 1 1 1 1 1 1	
Routine Annual Physical	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Well Baby/Child Care	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Routine GYN Examination	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Mammography, Colorectal & Prostate Screening	100%	100%	Covered in full, Call plan for frequency limits	100% allowed benefit* Call plan for frequency limits
Physician Office Visit	s (Sick/Non-routine)			
Physician Office Visit	\$25 copay per visit	80%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*
Specialist Office Visit	\$40 copay per visit	80%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*
Emergency & Urgent	Care	ACTIVITY OF THE STREET		
Emergency Room	90%	90%	\$50 copay (walved if admitted)	\$50 copay (waived if admitted)
Urgent Care	\$25 copay, then Plan pays 90%	\$25 copay, then Plan pays 90%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*

	UnitedHealthcare Point-of-Service (POS) Standard Option Plan		UnitedHealthcare Point-of-Service (POS) High Option Plan	
	In-Network	Out-of-Network	in-Network	Out-of-Network
Hospital Inpatient Ser	rvices			
Inpatient Hospital Services, Including Room, Board & General Nursing Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Inpatient Medical Surgical Physician Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Physical, Speech, & Occupational Therapy	90%	70%	Covered in full	100% allowed benefit*
Organ Transplant (pre- authorization required)	90% for non- experimental transplants	70% (out-of-network limit: \$30,000 per transplant) non- experimental transplants	Covered in full for non-experimental transplants	100% allowed benefit" (out-of- network limit: \$30,000 per transplant) non- experimental transplants
Outpatient Services	OVER WALES		nagrika - Taling I	e ziguke i za p
Outpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Outpatient Surgery	90%	70%	Covered in full	100% allowed benefit*
Outpatient Physical, Speech, & Occupational Therapy ("Combined" means physical, speech, & occupational therapy visits added together)	90% up to 60 visits per year combined	70% up to 60 visits per year combined	\$5 copay per visit; up to 60 visits per year combined	\$5 copay per visit, then Plan pays 100% allowed benefit"; up to 60 visits per year combined
Pre-Admission Testing	90%	70%	\$5 copay per visit; testing covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Allergy Testing	90%	70%	\$5 copay per visit	\$5 copay per visit, up to 100% allowed benefit
Allergy Serum	90%	70%	Covered in full	100% allowed benefit

		Point-of-Service (POS)  Option Plan		UnitedHealthcare Point-of-Service (POS) High Option Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network	
Maternity					
Pre- and Post-Natal Care (Physician Services)	\$40 copay for initial visit to determine pregnancy, then covered in full	80%	\$5 copay for initial visit to determine pregnancy, then covered in full	\$5 copay for initial visit to determine pregnancy, then Plan pays 100% allowed benefit*	
Delivery (Inpatient)	90%	70%	Covered in full	100% allowed benefit*	
Newborn Care (Inpatient)	90%	70%	Covered in full	100% allowed benefit*	
Fertility Testing & Family	/ Planning				
Fertility Testing & Family Planning	90%	70%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit	
In-Vitro Fertilization	90% allowable charges; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	70% allowed benefit; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	100% allowable charges; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	100% allowed benefit; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	
Mental Health & Substar	nce Abuse Benefits		XEEDERY ERES		
Inpatient Mental Health & Alcohol/Substance Abuse	90%	70%	Covered in full	100% allowed benefit*	
Outpatient Mental Health & Alcohol/Substance Abuse	\$25 copay per visit	80% after deductible	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*	
Other			SAMUEDING HELD		
Diabetic Supplies (not Including insulin and syringes, which are covered by Rx Plan)	90%	70%	Covered in full, Including lancets, test strips, and glucometers	100% allowed benefit,* including lancets, test strips, and glucometers	
Durable Medical Equipment (pre- authorization required)	90%	70%	Covered in full	100% allowed benefit*	
Private duty nursing (pre-authorization required)	Contact Plan for details	Contact Plan for details	Covered in full for skilled care based on medical necessity	100% allowed benefit*	
Hospice Care (pre- authorization required)	90%	70%	Covered in full	100% allowed benefit*	

Note: This table is to be used as a guide only. Actual benefits will be governed by the official plan documents.

# ADDENDUM B: SALARY SCHEDULES

# FY 2017 (July 1, 2016-June 30, 2017)

					3%	2%
GRADE	HIRING LEVEL	FULL PERF. LEVEL	EXPERIENCED LEVEL	SENIOR LEVEL	Long. (1-5)	Long. 6
050	\$25,416	\$26,041	\$28,817	\$29,268	\$878	\$585
052	\$31,217	\$32,617	\$36,982	\$37,585	\$1,128	\$752
060	\$9,663	\$9,786	\$10,394	\$10,548	\$316	\$211
061	\$23,662	\$24,026	\$25,722	\$26,118	\$784	\$522
062	\$23,920	\$24,292	\$26,024	\$26,419	\$793	\$528
063	\$24,185	\$24,579	\$26,330	\$26,737	\$802	\$535
064	\$24,475	\$24,863	\$26,643	\$27,050	\$812	\$541
065	\$24,753	\$25,166	\$26,989	\$27,404	\$822	\$548
066	\$25,053	\$25,464	\$27,334	\$27,755	\$833	\$555
067	\$25,355	\$25,795	\$27,704	\$28,133	\$844	\$563
068	\$25,680	\$26,129	\$28,096	\$28,529	\$856	\$571
069	\$26,017	\$26,487	\$28,509	\$28,952	\$869	\$579
070	\$26,371	\$26,863	\$28,955	\$29,403	\$882	\$588
071	\$26,745	\$27,264	\$29,438	\$29,897	\$897	\$598
072	\$27,143	\$27,689	\$29,981	\$30,445	\$913	\$609
073	\$27,568	\$28,134	\$30,560	\$31,034	\$931	\$621
074	\$28,009	\$28,614	\$31,191	\$31,673	\$950	\$633
075	\$28,488	\$29,138	\$31,883	\$32,381	\$971	\$648
076	\$29,009	\$29,733	\$32,515	\$33,025	\$991	\$660
077	\$29,599	\$30,399	\$33,405	\$33,927	\$1,018	\$679
078	\$30,265	\$31,017	\$34,362	\$34,902	\$1,047	\$698
079	\$30,884	\$31,910	\$35,480	\$36,055	\$1,082	\$721
080	\$31,765	\$32,864	\$36,769	\$37,367	\$1,121	\$747
081	\$32,718	\$33,957	\$38,140	\$38,761	\$1,163	\$775
082	\$33,803	\$35,141	\$39,343	\$39,983	\$1,199	\$800
083	\$34,983	\$36,446	\$40,935	\$41,604	\$1,248	\$832
084	\$36,275	\$37,583	\$42,602	\$43,295	\$1,299	\$866
085	\$37,415	\$39,098	\$44,358	\$45,083	\$1,352	\$902
086	\$38,915	\$40,685	\$46,179	\$46,939	\$1,408	\$939
087	\$40,495	\$42,350	\$48,158	\$48,950	\$1,468	\$979
088	\$42,153	\$44,092	\$50,238	\$51,070	\$1,532	\$1,021
089	\$43,887	\$45,970	\$52,424	\$53,284	\$1,599	\$1,066
090	\$45,755	\$47,947	\$54,709	\$55,610	\$1,668	\$1,112
091	\$47,723	\$50,023	\$57,121	\$58,066	\$1,742	\$1,161
092	\$49,788	\$52,191	\$59,643	\$60,626	\$1,819	\$1,213
093	\$51,946	\$54,486	\$62,306	\$63,338	\$1,900	\$1,267
094	\$54,230	\$56,881	\$65,084	\$66,160	\$1,985	\$1,323
095	\$56,613	\$59,409	\$67,923	\$69,048	\$2,071	\$1,381
096	\$59,128	\$62,036	\$70,997	\$72,179	\$2,165	\$1,444
097	\$61,745	\$64,793	\$74,171	\$75,402	\$2,262	\$1,508
098	\$64,484	\$67,669	\$77,502	\$78,793	\$2,364	\$1,576
099	\$67,349	\$70,687	\$80,983	\$82,334	\$2,470	\$1,647

					3%	2%
GRADE	HIRING LEVEL	FULL PERF. LEVEL	EXPERIENCED LEVEL	SENIOR LEVEL	Long. (1-5)	Long. 6
050	\$25,925	\$26,561	\$29,393	\$29,853	\$896	\$597
052	\$31,841	\$33,269	\$37,722	\$38,337	\$1,150	\$767
060	\$9,857	\$9,982	\$10,602	\$10,759	\$323	\$215
061	\$24,135	\$24,507	\$26,237	\$26,640	\$799	\$533
062	\$24,398	\$24,778	\$26,545	\$26,947	\$808	\$539
063	\$24,669	\$25,071	\$26,857	\$27,272	\$818	\$545
064	\$24,964	\$25,360	\$27,176	\$27,591	\$828	\$552
065	\$25,248	\$25,670	\$27,529	\$27,952	\$839	\$559
066	\$25,554	\$25,974	\$27,881	\$28,310	\$849	\$566
067	\$25,862	\$26,311	\$28,258	\$28,695	\$861	\$574
068	\$26,193	\$26,652	\$28,658	\$29,100	\$873	\$582
069	\$26,537	\$27,017	\$29,079	\$29,531	\$886	\$591
070	\$26,899	\$27,400	\$29,534	\$29,991	\$900	\$600
071	\$27,280	\$27,809	\$30,027	\$30,495	\$915	\$610
072	\$27,686	\$28,243	\$30,580	\$31,054	\$932	\$621
073	\$28,119	\$28,696	\$31,171	\$31,654	\$950	\$633
074	\$28,569	\$29,186	\$31,814	\$32,307	\$969	\$646
075	\$29,057	\$29,721	\$32,521	\$33,029	\$991	\$661
076	\$29,589	\$30,328	\$33,165	\$33,685	\$1,011	\$674
077	\$30,191	\$31,007	\$34,073	\$34,606	\$1,038	\$692
078	\$30,871	\$31,638	\$35,049	\$35,600	\$1,068	\$712
079	\$31,501	\$32,548	\$36,189	\$36,776	\$1,103	\$736
080	\$32,400	\$33,522	\$37,504	\$38,114	\$1,143	\$762
180	\$33,372	\$34,636	\$38,903	\$39,536	\$1,186	\$791
082	\$34,479	\$35,844	\$40,130	\$40,783	\$1,223	\$816
083	\$35,683	\$37,175	\$41,753	\$42,436	\$1,273	\$849
084	\$37,001	\$38,335	\$43,454	\$44,161	\$1,325	\$883
085	\$38,163	\$39,880	\$45,245	\$45,985	\$1,380	\$920
086	\$39,693	\$41,498	\$47,103	\$47,878	\$1,436	\$958
087	\$41,305	\$43,197	\$49,121	\$49,929	\$1,498	\$999
088	\$42,996	\$44,973	\$51,243	\$52,092	\$1,563	\$1,042
089	\$44,764	\$46,890	\$53,472	\$54,349	\$1,630	\$1,087
090	\$46,670	\$48,906	\$55,803	\$56,723	\$1,702	\$1,134
091	\$48,677	\$51,023	\$58,263	\$59,227	\$1,777	\$1,185
092	\$50,784	\$53,235	\$60,836	\$61,838	\$1,855	\$1,237
093	\$52,984	\$55,576	\$63,552	\$64,605	\$1,938	\$1,292
094	\$55,315	\$58,019	\$66,386	\$67,483	\$2,025	\$1,350
095	\$57,745	\$60,597	\$69,281	\$70,429	\$2,113	\$1,409
096	\$60,311	\$63,277	\$72,417	\$73,623	\$2,209	\$1,472
097	\$62,980	\$66,089	\$75,655	\$76,911	\$2,307	\$1,538
098	\$65,774	\$69,022	\$79,052	\$80,369	\$2,411	\$1,607
099	\$68,696	\$72,101	\$82,603	\$83,981	\$2,519	\$1,680

# FY 2019 (July 1, 2018-June 30, 2019)

		8			3%	2%
GRADE	HIRING LEVEL	FULL PERF. LEVEL	EXPERIENCED LEVEL	SENIOR LEVEL	Long. (1-5)	Long. 6
050	\$26,443	\$27,093	\$29,981	\$30,450	\$914	\$609
052	\$32,478	\$33,934	\$38,476	\$39,103	\$1,173	\$782
060	\$10,054	\$10,181	\$10,814	\$10,974	\$329	\$219
061	\$24,618	\$24,997	\$26,762	\$27,173	\$815	\$543
062	\$24,886	\$25,274	\$27,076	\$27,486	\$825	\$550
063	\$25,162	\$25,572	\$27,394	\$27,817	\$835	\$556
064	\$25,464	\$25,867	\$27,720	\$28,143	\$844	\$563
065	\$25,753	\$26,183	\$28,080	\$28,511	\$855	\$570
066	\$26,065	\$26,493	\$28,438	\$28,877	\$866	\$578
067	\$26,380	\$26,837	\$28,823	\$29,269	\$878	\$585
068	\$26,717	\$27,185	\$29,231	\$29,682	\$890	\$594
069	\$27,068	\$27,557	\$29,661	\$30,121	\$904	\$602
070	\$27,436	\$27,948	\$30,125	\$30,590	\$918	\$612
071	\$27,826	\$28,365	\$30,628	\$31,105	\$933	\$622
072	\$28,240	\$28,808	\$31,192	\$31,675	\$950	\$633
073	\$28,681	\$29,270	\$31,795	\$32,287	\$969	\$646
074	\$29,141	\$29,770	\$32,451	\$32,953	\$989	\$659
075	\$29,638	\$30,316	\$33,171	\$33,689	\$1,011	\$674
076	\$30,181	\$30,934	\$33,828	\$34,359	\$1,031	\$687
077	\$30,795	\$31,627	\$34,755	\$35,298	\$1,059	\$706
078	\$31,488	\$32,270	\$35,750	\$36,312	\$1,089	\$726
079	\$32,131	\$33,199	\$36,913	\$37,512	\$1,125	\$750
080	\$33,048	\$34,192	\$38,254	\$38,876	\$1,166	\$778
081	\$34,039	\$35,329	\$39,681	\$40,327	\$1,210	\$807
082	\$35,168	\$36,561	\$40,933	\$41,598	\$1,248	\$832
083	\$36,396	\$37,918	\$42,588	\$43,285	\$1,299	\$866
084	\$37,741	\$39,101	\$44,323	\$45,044	\$1,351	\$901
085	\$38,926	\$40,677	\$46,150	\$46,904	\$1,407	\$938
086	\$40,487	\$42,328	\$48,045	\$48,836	\$1,465	\$977
087	\$42,131	\$44,061	\$50,104	\$50,927	\$1,528	\$1,019
088	\$43,855	\$45,873	\$52,268	\$53,134	\$1,594	\$1,063
089	\$45,660	\$47,828	\$54,542	\$55,436	\$1,663	\$1,109
090	\$47,604	\$49,884	\$56,919	\$57,857	\$1,736	\$1,157
091	\$49,651	\$52,044	\$59,429	\$60,411	\$1,812	\$1,208
092	\$51,800	\$54,300	\$62,053	\$63,075	\$1,892	\$1,262
093	\$54,044	\$56,688	\$64,823	\$65,897	\$1,977	\$1,318
094	\$56,421	\$59,179	\$67,714	\$68,833	\$2,065	\$1,377
095	\$58,900	\$61,809	\$70,667	\$71,837	\$2,155	\$1,437
096	\$61,517	\$64,543	\$73,865	\$75,095	\$2,253	\$1,502
097	\$64,239	\$67,411	\$77,168	\$78,449	\$2,353	\$1,569
098	\$67,090	\$70,403	\$80,633	\$81,976	\$2,459	\$1,640
099	\$70,069	\$73,543	\$84,255	\$85,661	\$2,570	\$1,713

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

to forward that authorization is understanding t raising efforts	rize the City of Baltimore to deduct from my salary the bi-weekly sum of \$ and t amount to the City Union of Baltimore Committee on Political Education. This is signed freely and voluntarily and not out of any fear of reprisal, and with the that the City of Baltimore Committee on Political Education is engaged in joint fund with the AFT and the AFL-CIO. This voluntary authorization shall remain in effect by me at any time by notifying the City of Baltimore Commissioner of Labor in writing do so."
(Signed)	(NAME)
	(ADDRESS)
	(WORK LOCATION)
NOTE: Contr	ibutions for the Committee on Political Education to CUB are not deductible as

27

charitable contributions for federal income tax purposes.

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

### ADDENDUM D: CONTRACTING OUT

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Contracting Out

Dear Ms. Ryan-Johnson:

Notwithstanding the provisions of Article 39, in FY 2017, 2018, and 2019 Memorandum of Understanding (MOU), if the City is considering a subcontract that will result in the loss of unit jobs, it will give the Union the opportunity to meet and discuss whether such work can be effectively and efficiently performed by unit employees.

Sincerely,

Deborah F. Moore-Carter Labor Commissioner

In Moose-Cartes

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan Johnson, President/Date

DFMC:bmrr

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

### ADDENDUM E: INCLEMENT WEATHER DESIGNATION OF EMPLOYEES

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Inclement Weather Designation of Employees

Dear Ms. Ryan-Johnson:

Within thirty (30) days of the notation of the Memorandum of Understanding by the Board of Estimates, I, in my capacity of Labor Commissioner, will issue guidelines to managers and supervisors regarding the designation of employees either essential or non-essential in accordance with the City's Inclement Weather Policy and a copy of such guidelines will be shared with CUB.

Sincerely,

Deborah F. Moore-Carter Labor Commissioner

horal Ir. Moore-Carles

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan-Johnson, President/Date

DFMC:bmrr

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

### ADDENDUM F: TEMPORARY EMPLOYEES

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

**RE:** Temporary Employees

Dear Ms. Ryan-Johnson:

No temporary employee shall be retained by the Employer for more than six (6) months. At such time, the temporary employee shall be hired into a bargaining unit position or terminated from employment. It is understood that this provision shall not be construed as a vehicle for the Employer to establish a "temporary to permanent" hiring strategy for all positions. Instead, it is intended to minimize the current practice of long term utilization of temporary workers.

Sincerely.

Deborah F. Moore-Carter Labor Commissioner

Moore-Carles

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan Johnson, President/Date

DFMC:bmrr

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

### ADDENDUM G: OUT-OF-TITLE

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Out- of-Title

Dear Ms. Ryan-Johnson:

It is understood that the Labor Commissioner in cooperation with agency human resources representatives and CUB Leadership, will initiate processes necessary to ensure full compliance with the provision of AM-214-1 Part II for all members who are assigned the duties of a higher level vacant position on a temporary basis. The parties further acknowledge that it is their intention that CUB members assigned to perform the duties and responsibilities of a higher classification, shall be compensated in accordance with AM-214-1 Part II for such services from the first working day.

Sincerely,

Deborah F. Moore-Carter

In Moore - Carles

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan-Johnson, President/Date

DFMC:bmrr

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

### ADDENDUM H: UNIFORMS AND CLOTHING

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Uniforms and Clothing

Dear Ms. Ryan-Johnson:

The Employer shall provide each new employee with five (5) long-sleeve shirts, five (5) short-sleeve shirts and five (5) pair of pants upon hire. Each subsequent year, the Employer, if requested by the employee, shall provide two (2) additional pair of pants, two (2) additional long-sleeve shirts, and two (2) additional short-sleeve shirts. Should a garment wear out, the employee may exchange said garment for a new issue, up to three (3) long-sleeve shirts, three (3) short-sleeve shirts, and three (3) pair of pants.

Sincerely,

Deborah F. Moore-Carter

Moore-Calle

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan-Johnson, President/Date

DFMC:bmrr

cc: Kathy Litz, Chief of Administration of DOT-HR Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM I: POLICE DEPARTMENT COMMITTEE

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Joint Labor Management Committee, Police Department

Dear Ms. Ryan-Johnson:

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

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

Sincerely,

eborah F. Moore-Carter

In Moore-Carles

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan-Johnson, President

DFMC:bmrr

cc: Kevin Davis, Police Commissioner Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM J: 1+1 FINAL AGREEMENT

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

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

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

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

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

# **Article 17: Hours of Work**

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

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

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

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

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

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

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

Add the following to amend Article 23 Holidays:

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

Add the following to amend Article 23, Holidays:

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

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

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM K: CUB UNREPRESENTED POSITIONS

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: CUB Unrepresented Positions

Dear Ms. Ryan-Johnson:

Article 12 Municipal Labor Relations provides that as the Labor Commissioner, I determine units appropriate for representation. Certain governing standards are set forth in the code section in order to aid in those decisions. For example, units appropriate for representation are those that are compatible with the joint responsibilities of the employer and the employees to serve the public. In addition, unit descriptions include job classifications with similar job duties, skills, wages, educational requirements, supervision, hours of work, job location and working conditions.

As part of our agreement, I am conducting a study of unrepresented City Union of Baltimore (CUB) positions which may be appropriate to include in CUB's bargaining unit.

In addition, I am also conducting a study regarding contractual positions in the City of Baltimore to determine if those contractual positions doing CUB bargaining work are in violation of any negotiated agreements with CUB.

I will submit quarterly progress reports to you as I complete each phase of the study.

Sincerely,

Deborah F. Moore-Carter

hoose-Caron

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan-Johnson, President/Date

DFMC:bmrr

cc: Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

CATHERINE E. PUGH, Mayor



## OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM L: ADDITIONAL AGREEMENTS

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: SUMMARY OF AGREEMENTS

Dear Ms. Ryan-Johnson:

During the FY 2017 negotiations, the parties have agreed to the following items:

- 1. Attendance Standards Policy (Citywide):
  - a. The Attendance Standards Policy (ASP) will remain as currently written; however, management reserves the right to make changes in the future.
  - b. The City will develop an incentive policy that recognizes perfect attendance. The new policy will be effective on October 1, 2014, and operate on the same timeline as the current Sick Leave Conversation policy (annually, October through October).
  - c. The Labor Commissioner shall review requests for exceptions to the ASP based on extenuating circumstances for employees who reach their 5<sup>th</sup> occasion and are facing suspension.
- 2. Medical Office Assistants (MOA's) (Health Department):
  - a. MOA's will be paid their same hourly rate of pay for hours worked during the summer.
  - b. MOA's selected to work during the summer will not have to take an additional drug/alcohol test or employment physical to qualify for summer employment.
- 3. School Crossing Guards (Department of Transportation):
  - a. The Department of Transportation (DOT) will continue the needs analysis of corners where crossing guards will be needed during the school year which shall be completed no later than December 31, 2017. Upon completion, DOT will provide CUB with a copy of the analysis. The union and the City agreed that the number of regular crossing guards, as opposed to substitutes should be approximately equal to the number of regular crossing guard corners identified in the analysis.

- "Substitutes" may be used to fill temporary vacancies of Regular Crossing Guards and will not be assigned to staff a regular crossing guard corner.
- 4. The CUB MOU FY 2017-2019 has been prepared with the exception of the Leave Reform process. The Steps for implementation is being worked on, which includes the vacation process. Leave reform as described in Article 20 herein will commence upon implementation of all leave reform processes including but not limited to updates to the City's e-time and other payroll systems.

Please accept this side letter as compliance with our understanding.

This side letter is effective this 18th day of Sept, 2017.

Sincerely, Dehral J. Moore-Carles

Deborah F. Moore-Carter, Labor Commissioner

Accepted for CUB:

Antoinette Ryan-Johnson, President/Date

DFMC:bmrr

cc: Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM M: CLASSIFICATION COMMITTEE

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Classification Committee

Dear Ms. Ryan-Johnson:

Upon request of the Union, the Labor Commissioner shall convene a committee to consider the job classification issues raised by the Union during the FY 2017 bargaining cycle. The committee shall consist of up to three members selected by the Union, three members selected by the Employer, plus a wage study representative from the Department of Human Resources ("DHR"); and others as requested by the committee from time to time. One member of the committee shall be a member of the Agency from the classification under consideration. The committee shall complete its work and submit its recommendations to DHR and Finance no later than June 30, 2018.

Sincerely,

Deborah F. Moore-Carter Labor Commissioner

In Moore-Carter

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan Johnson, President/Date

DFMC:bmrr

cc: Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

CATHERINE E. PUGH, Mayor



#### OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP Labor Commissioner 417 E. Fayette Street, Suite 1405 Baltimore, Maryland 21202 410-396-4365

# ADDENDUM N: ESSENTIAL PERSONNEL/EMERGENCY CONDITIONS COMMITTEE

September 15, 2017

Antoinette Ryan-Johnson, President City Union of Baltimore 2117 N. Howard Street Baltimore, Maryland 21218

RE: Essential Personnel/Emergency Conditions Committee

Dear Ms. Ryan-Johnson:

Upon request of the Union, the Labor Commissioner shall convene a committee to consider the issues raised by the Union during the FY 2017 bargaining cycle regarding essential personnel and emergency conditions. The committee shall consist of up to five members selected by the Union and five members selected by the Employer. The committee shall complete its work and submit its recommendations to the Labor Commissioner and the President of CUB no later than June 30, 2018.

Sincerely,

Deborah F. Moore-Carles

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Antoinette Ryan Johnson, President/Date

DFMC:bmrr

cc: Quinton M. Herbert, Deputy Labor Commissioner Yvette Brown. Labor Relations Specialist

# **ADDENDUM O: CUB CLASSIFICATION LISTING**

COLUMN TO SERVICE SERV						
Tol Code	Job Tille	Grade	Hiring	PullPerf		ed Senser
33352	911 LEAD OPERATOR	086	\$38,915	\$40,685	\$46,179	\$46,939
33351	911 OPERATOR	085	\$37,415	\$39,098	\$44,358	\$45,083
33355	911 OPERATOR SUPERVISOR	880	\$42,153	\$44,092	\$50,238	\$51,070
34141	ACCOUNTANT I	088	\$42,153	\$44,092	\$50,238	\$51 070
34191	ACCOUNTANT TRAINEE	085	\$37,415	\$39,098	\$44,358	\$45,083
34135	ACCOUNTING ASSISTANT SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
34131	ACCOUNTING ASST I	075	\$28,488	\$29,138	\$31,883	\$32,381
34132	ACCOUNTING ASST II	078	\$30,265	\$31,017	\$34,362	\$34,902
34133	ACCOUNTING ASST III	084	\$36,275	\$37,583	\$42,602	\$43,295
31311	ADMINISTRATIVE ANALYST I	087	\$40,495	\$42,350	\$48,158	\$48,950
31100	ADMINISTRATIVE COORDINATOR	087	\$40,495	\$42,350	\$48,158	\$48,950
33143	ANALYST/PROGRAMMER I	089	\$43,887	\$45,970	\$52,424	\$53,284
33144	ANALYST/PROGRAMMER II	092	\$49,788	\$52,191	\$59,643	\$60,626
41413	ANIMAL CONTROL INVESTIGATOR	087	<b>\$</b> 40,495	\$42,350	\$48,158	\$48,950
41415	ANIMAL ENFORCEMENT OFCR SUPV	087	\$40,495	\$42,350	\$48,158	\$48,950
33667	APPRENTICESHIP PROGRAM COORDIN	880	\$42,153	<b>\$</b> 44,092	\$50,238	\$51,070
83215	Aquatic Center Director	085	\$37,415	\$39,098	\$44,358	\$45,083
83115	Aquatic Center Leader	080	\$31,765	\$32,864	\$36,769	\$37,367
75111	ARCHITECT I	087	\$40,495	\$42,350	\$48,158	\$48,950
33820	ARCHIVES TECHNICIAN	078	\$30,265	\$31,017	\$34,362	\$34,902
33821	ARCHIVIST	082	\$33,803	\$35,141	\$39,343	\$39,983
53622	ASSISTANT PARK DISTRICT MGR	084	\$36,275	\$37,583	\$42,602	\$43,295
82121	Associate Teacher Preschool	078	\$30,265	\$31,017	\$34,362	\$34,902
71441	ASST CHIEF HORTICULTURIST	088	\$42,153	\$44,092	\$50,238	\$51,070
72431	ASST NEIGHBORHOOD PROJECT COOR	088	\$42,153	\$44,092	\$50,238	\$51,070
53353	ASST SUPT TRAFFIC SIGNS/MARKIN	089	\$43,887	\$45,970	\$52,424	\$53,284
52611	AUDIO-VISUAL TECH	077	\$29,599	\$30,399	\$33,405	\$33,927
34110	AUDITOR I	090	<b>\$</b> 45,755	\$47,947	\$54,709	\$55,610
34120	AUDITOR I (CPA)	091	\$47,723	\$50,023	\$57,121	\$58,066
34113	AUDITOR TRAINEE	087	\$40,495	\$42,350	\$48,158	\$48,950
52155	AUTOMOTIVE BODY SHOP SUPERVISO	090	\$45,755	\$47,947	\$54,709	\$55,610
52115	AUTOMOTIVE MAINT SUPV I	090	\$45,755	\$47,947	\$54,709	\$55,610
52117	Automotive Service Writer	089	\$43,887	\$45,970	\$52,424	\$53,284
52722	AVIATION MECHANIC INSPECTOR-A&	096	\$59,128	\$62,036	\$70,997	\$72,179
52721	AVIATION MECHANIC-AIR&POWER	094	\$54,230	\$56,881	\$65,084	\$66,160
52723	AVIONICS TECHNICIAN/POWER PLAN	098	\$64,484	\$67,669	\$77,502	\$78,793
52541	BINDERY WORKER I	075	\$28,488	\$29,138	\$31,883	\$32,381
52542	BINDERY WORKER II	079	\$30,884	\$31,910	\$35,480	\$36,055
52543	BINDERY WORKER III	082	\$33,803	\$35,141	\$39,343	\$39,983
52991	BUILDING MAINT GENERAL SUPV	087	\$40,495	\$42,350	\$48,158	\$48,950
53221	BUILDING OPERATIONS SUPERVISOR	084	\$36,275	<b>\$</b> 37,583	\$42,602	\$43,295
72492	BUILDING PROJECT COORDINATOR	093	\$51,946	\$54,486	\$62,306	\$63,338
53115	BUILDING REPAIRER SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
52235	CABINETMAKER SUPV	087	\$40,495	\$42,350	\$48,158	\$48,950
42325	CABLE INSPECTION SUPERVISOR	088	\$42,153	\$44,092	\$50,238	\$51,070
42321	CABLE INSPECTOR	082	\$33,803	<b>\$</b> 35,141	\$39,343	\$39,983
33361	CALL CENTER AGENT I	080	\$31,765	\$32,864	\$36,769	\$37,367
33362	CALL CENTER AGENT II	084	\$36,275	\$37,583	\$42,602	\$43,295
33365	CALL CENTER SUPERVISOR	088	\$42,153	\$44,092	\$50,238	\$51,070
33360	CALL CENTER TRAINEE	074	\$28,009	\$28,614	\$31,191	\$31,673
52245	CARPENTER SUPERVISOR	084	\$36,275	\$37,583	\$42,602	\$43,295
61167	Case Management Supervisor	093	\$51,946	\$54,486	\$62,306	\$63,338
34211	CASHIER I	078	\$30,265	\$31,017	\$34,362	\$34,902
34212	CASHIER II	080	\$31,765	\$32,864	\$36,769	\$37,367
34215	CASHIER SUPERVISOR I	084	\$36,275	\$37,583	\$42,602	\$43,295
33839	CENTRAL RECORDS SHIFT SUPV	089	\$43,887	\$45,970	\$52,424	\$53,284
71521	CHEMIST I	086	\$38,915	\$40,685	\$46,179	\$46,939
			(h) (h)			

JobCode	Transfer	-	The same of the sa	THE RESERVE		
71522	CHEMIST II	Grade 089	## \$43,887	Full Hert		ed Senior
71523	CHEMIST III	093		\$45,970	\$52,424	\$53,284
72511	CIVIL ENG DRAFTING TECH I	079	\$51,946 \$30,884	\$54,486 \$31,910	\$62,306	\$63,338
72512	CIVIL ENG DRAFTING TECH II	083			\$35,480	\$36,055
72515	CIVIL ENGINEERING DRAFTING SUP	088	\$34,983	\$36,446 \$44,092	\$40,935	\$41,604 \$51,070
42931	Code Enforcemt Investigator I	087	\$42,153 \$40,495		\$50,238	
42933	Code Enforcemt Investigator II	092	\$49,788	\$42,350 \$52,191	\$48,158	\$48.950
53707	COIN COLLECTION WORKER	073	\$49,786 \$27,568	\$22,191 \$28,134	\$59,643 \$30,560	\$60,626
34255	COLLECTION REPRESENTATIVE SUPV	086	\$38,915	\$40,685	\$46,179	\$31,034 \$46,939
34253	COLLECTIONS REPRESENTATIVE I	080	\$31,765	\$32,864	\$36,769	\$37,367
34254	COLLECTIONS REPRESENTATIVE II	082	\$33,803	\$35,141	\$39,343	\$39,983
34241	COLLECTIONS SUPERVISOR I	085	\$37,415	539,098	\$44,358	\$45,083
34242	COLLECTIONS SUPERVISOR II	087	\$40,495	\$42,350	\$48,158	\$48,950
33320	COMMUNICATIONS ANALYST I	087	\$40,495	\$42,350	\$48,158	\$48,950
33321	COMMUNICATIONS ANALYST II	089	\$43,887	\$45,970	\$52,424	\$53,284
33319	COMMUNICATIONS ASSISTANT	081	\$32,718	\$33,957	\$38,140	\$38,761
33315	COMMUNICATIONS SERVCS SUPV	089	\$43,887	\$45,970	\$52,424	\$53,284
34286	Communications Sves Billing Su	091	\$47,723	\$50,023	\$57,121	\$58,066
81442	COMMUNITY COORDINATOR	090	\$45,755	\$47,947	\$54,709	\$55,610
61251	COMMUNITY HEALTH EDUCATOR I	082	\$33,803	\$35,141	\$39,343	\$39,983
61252	COMMUNITY HEALTH EDUCATOR II	085	\$37,415	\$39,098	\$44,358	\$45,083
61253	COMMUNITY HEALTH EDUCATOR III	088	\$42,153	\$44,092	\$50,238	\$51,070
81349	COMMUNITY PROGRAM SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
81193	COMMUNITY RESOURCE COORD	088	\$42,153	\$44,092	\$50,238	\$51,070
41179	COMMUNITY SERVICE OFFICER	080	\$31,765	\$32,864	\$36,769	\$37,367
33622	Compensation Analyst I	090	\$45,755	\$47,947	\$54,709	\$55,610
33130	COMPUTER OPERATOR I	080	\$31,765	\$32,864	\$36,769	\$37,367
33131	COMPUTER OPERATOR II	083	\$34,983	\$36,446	\$40,935	\$41,604
33132	COMPUTER OPERATOR III	086	\$38,915	\$40,685	\$46,179	\$46,939
33133	COMPUTER OPERATOR IV	088	\$42,153	\$44,092	\$50,238	\$51,070
33140	COMPUTER PROGRAMMER I	080	\$31,765	\$32,864	\$36,769	\$37,367
33141	COMPUTER PROGRAMMER II	083	\$34,983	\$36,446	\$40,935	\$41,604
33142	COMPUTER PROGRAMMER III	086	\$38,915	\$40,685	\$46,179	\$46,939
53555	CONDUIT MAINTENANCE SUPV I	085	\$37,415	\$39,098	\$44,358	\$45,083
53556	CONDUIT MAINTENANCE SUPV II	089	\$43.887	\$45,970	<b>\$</b> 52,424	\$53,284
42261	CONSTRUCTION BLDG INSPECTOR I	088	\$42,153	\$44,092	\$50,238	\$51,070
42262	CONSTRUCTION BLDG INSPECTOR II	091	\$47,723	\$50,023	\$57,121	\$58,066
42271	CONSTRUCTION ELECTRICAL INSPECT	088	\$42,153	\$44,092	\$50,238	\$51,070
42272	CONSTRUCTION ELECTRCL INSPECII	091	\$47,723	\$50,023	\$57,121	\$58,066
42281	CONSTRUCTION MECHNICL INSPECT	088	\$42,153	\$44,092	\$50,238	\$51,070
42282	CONSTRUCTION MECHNCL INSPEC II	091	\$47,723	\$50,023	\$57,121	\$5B,066
72411 72412	CONTRACT ADMINISTRATOR I	085	\$37,415	\$39,098	\$44,358	\$45,083
72412	CONTRACT ADMINISTRATOR II Contract Administrator Superv	089	\$43,887	\$45,970	\$52,424	\$53,284
31933	CONTRACT DEVELOPMENT ASSISTANT	091 089	\$47,723	\$50,023 \$45,970	\$57,121	\$58,066
72417	CONTRACT PROCESSING SUPERVISOR	ORR	\$43,887 \$42,153	243,970 544,092	552,424 550,238	\$53,284 \$51,070
33120	CONTROL SYSTEM LEAD OPERATOR	085	\$37,415	\$39,098	\$44,358	\$45,083
33119	CONTROL SYSTEM OPERATOR	082	\$33,803	\$35,141	\$39,343	\$39,983
33105	Control System Operator Superv	088	\$42,153	\$44.092	\$50,238	\$51,070
52555	COPY CENTER SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
33216	Crime Laboratory Assistant	082	\$33,803	\$35,141	\$39,343	\$39,983
71121	CRIME LABORATORY PHOTOGRAPHER	088	\$42,153	\$44.092	\$50,238	\$51,070
71130	CRIME LABORATORY TECHNICIAN I	086	\$38,915	\$40,685	\$46,179	\$46,939
71131	CRIME LABORATORY TECHNICIAN II	091	\$47,723	\$50,023	\$57,121	\$58,066
33837	CRIME RECORD TECHNICIAN	081	\$32,718	\$33,957	\$38,140	\$38,761
34540	CRIME STATISTICS ANALYST	085	\$37,415	\$39,098	\$44,358	\$45,083
82190	CROSSING GUARD	060	\$9,663	59,786	\$10,394	\$10,548
B2195	CROSSING GUARD SUPV I	083	\$34,983	536,446	\$40,935	\$41,604

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82196	CROSSING GUARD SUPV II	086	\$38,915	540,685	\$46,179	\$46,939
34260	Cust Care Acct Spec Adj I	082	\$33,803	\$35,141	\$39,343	\$39,983
34261	Cust Care Acct Spec Adj II	084	\$36,275	\$37,583	\$42,602	\$43,295
34262	Cust Care Acet Spec Adj Supv	087	\$40,495	\$42,350	\$48,158	\$48,950
34263	Customer Care Analyst I	080	\$31,765	532,864	\$36,769	\$37,367
34264	Customer Care Analyst II	082	\$33,803	\$35,141	<b>5</b> 39,343	\$39,983
34265	Customer Care Analyst III	084	\$36,275	\$37,583	\$42,602	\$43,295
34267	Customer Care Analyst Sup II	090	\$45,755	\$47,947	\$54,709	\$55,610
34266	Customer Care Analyst Supervis	087	\$40,495	\$42,350	\$48,158	\$48,950
33113	DATA ENTRY OPERATOR III	081	\$32,718	\$33,957	\$38,140	\$38,761
62425	DENTAL ASST (BOARD QUALIFIED)	078	\$30,265	\$31,017	\$34,362	\$34,902
62441	DENTAL HYGIENIST I	081	\$32,718	\$33,957	\$38,140	\$38,761
62442	DENTAL HYGIENIST II	085	\$37,415	\$39,098	\$44,358	\$45,083
52514	DESK TOP PUBLISHING COORDINATO	089	\$43,887	\$45,970	\$52,424	\$53,284
82125	DIRECTOR DAY CARE CENTER	089	\$43,887	\$45,970	\$52,424	\$53,284
53690	DOCK MASTER	087	\$40,495	\$42,350	\$48,158	\$48,950
33188	DOCUMENT IMAGING MANAGER	089	\$43,887	\$45,970	\$52,424	\$53,284
72591	DRAFTING TRAINEE	073	\$27,568	\$28,134	\$30,560	\$31,034
41461	ECOLOGICAL INVESTIGATION COORD	089	\$43,887	\$45,970	\$52,424	\$53,284
33173	EDP COMMUNICATIONS COOR I	089	\$43,887	\$45,970	\$52,424	\$53,284
33174	EDP COMMUNICATIONS COOR II	092	\$49,788	\$52,191	\$59,643	\$60,626
33181	EDP DATA TECH I	080	\$31,765	\$32,864	\$36,769	\$37,367
33182	EDP DATA TECHNICIAN II	083	\$34,983	\$36,446	\$40,935	\$41,604
33183	EDP DATA TECHNICIAN III	086	\$38,915	\$40,685	\$46,179	<b>\$</b> 46,939
54355	ELECTRICAL MAINT TECH SUPV I	088	\$42,153	\$44,092	\$50,238	\$51,070
53425	ELECTRICAL MECH SUPY ST LIGHTG	087	\$40,495	\$42,350	\$48,158	\$48,950
52215	ELECTRICAL MECHANIC SUPV	087	\$40,495	\$42,350	\$48,158	\$48,950
52216	ELECTRICAL SUPY LICENSED	088	\$42,153	\$44,092	\$50,238	\$51,070
33335	EMERGENCY DISPATCH SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
33330	EMERGENCY DISPATCHER	087	\$40,495	\$42,350	\$48,158	\$48,950
62721	EMERGENCY MEDICAL AIDE	075	\$28,488	\$29,138	\$31,883	\$32,381
33691	EMPL ASSISTANCE COUNSELOR I	088	\$42,153	\$44,092	\$50,238	\$51,070
33696	EMPL ASSISTANCE COUNSELOR II	092	\$49,788	\$52,191	\$59,643	\$60,626
33688	EMPLOYEE BENEFITS ASSISTANT	080	\$31,765	\$32,864	\$36,769	\$37,367
33278	EMRGNCY MEDL SRVCS BILLING SUP	091	\$47,723	\$50,023	\$57,121	\$58,066
72711	ENGINEERING ASSOCIATE I	087	\$40,495	\$42,350	\$48,158	\$48,950
72712	ENGINEERING ASSOCIATE II	089	\$43,887	\$45,970	\$52,424	\$53,284
72713	ENGINEERING ASSOCIATE III	092	\$49,788	\$52,191	\$59,643	\$60,626
72715	ENGINEERING ASSOCIATE SUPERVIS	095	\$56,613	\$59,409	\$67,923	\$69,048
42932	ENVIRONMENTAL CRIMES INVESTIGA	092	\$49,788	\$52,191	\$59,643	\$60,626
42255	ENVIRONMENTAL INSPECTION SUPV	090	<b>\$</b> 45,755	\$47,947	\$54,709	\$55,610
42251	ENVIRONMENTAL INSPECTOR	085	<b>\$</b> 37,415	\$39,098	\$44,358	\$45,083
42511	ENVIRONMENTAL SANITARIAN I	088	\$42,153	\$44,092	\$50,238	\$51,070
42512	ENVIRONMENTAL SANITARIAN II	190	\$47,723	\$50,023	\$57,121	\$58,066
42513	ENVIRONMENTAL SANITARIAN III	095	\$56,613	\$59,409	\$67,923	\$69,048
42992	ENVIRONMENTAL TECHNICIAN	089	\$43,887	\$45,970	\$52,424	\$53,284
52995	EVENTS MANAGER	087	<b>\$</b> 40,495	\$42,350	\$48,158	<b>\$48,950</b>
62723	FIELD HEALTH SERVICES SUPV	089	\$43,887	\$45,970	\$52,424	\$53,284
71141	FINGERPRINT TECHNICIAN	082	\$33,803	\$35,141	\$39,343	<b>\$</b> 39,983
71146	FINGERPRINT TECHNICIAN SUPERVI	086	\$38,915	\$40,685	\$46,179	\$46,939
34421	FISCALTECHNICIAN	880	\$42,153	\$44,092	\$50,238	\$51,070
52162	FLEET QUALITY CONTROL ANALYST	089	\$43,887	\$45,970	\$52,424	\$53,284
71117	FORENSIC ARTIST	088	\$42,153	\$44,092	\$50,238	\$51,070
71111	Forensic Scientist I	091	\$47,723	\$50,023	\$57,121	\$58,066
53693	Forestry Technician	084	\$36,275	\$37,583	\$42,602	\$43,295
71263	Fuel Technician Specialist	087	\$40,495	\$42,350	\$48,158	\$48,950
81331	GERIATRIC DAY CARE AIDE	075	\$28,488	\$29,138	\$31,883	532,381
81132	GERIATRIC GUARDIANSHIP OFFICER	085	\$37,415	\$39,098	\$44,358	\$45,083

JobCode	Job Title	Grade	Hiring	Fall Red	Ex periences	
81299	GERIATRIC NUTRITIONIST	093	\$51,946	\$54,486	\$62,306	\$63,338
33189	GIS TECHNICIAN	087	\$40,495	\$42,350	\$48,158	\$48,950
53155	GRAFFITI REMOVAL SUPERVISOR	087	\$40,495	\$42,350	\$48,158	\$48,950
73111	GRAPHIC ARTIST I	078	\$30,265	\$31,017	\$34,362	\$34,902
73112	GRAPHIC ARTIST II	085	\$37,415	\$39,098	\$44,358	\$45,083
73115	GRAPHIC ARTIST SUPV	089	\$43,887	\$45,970	\$52,424	\$53.284
52551	GRAPHIC PRINT OPERATOR	079	\$30,884	\$31,910	\$35,480	\$36,055
53692	GREENHOUSE SUPERVISOR	084	\$36,275	\$37,583	\$42,602	\$43,295
53675	GROUNDS MAINTENANCE SUPERVISOR	084	\$36,275	\$37,583	\$42,602	\$43,295
41521	GUARDI	072	\$27,143	\$27,689	\$29,981	\$30,445
41522	GUARD II	074	\$28,009	\$28,614	\$31,191	\$31,673
81191	Health and Social Services Ast	083	\$34,983	\$36,446	\$40,935	\$41,604
81192	HEALTH SOCIAL SERVICES COORDIN	088	\$42,153	\$44,092	\$50,238	\$51,070
54215	HEAT AIR CONDITIONING TECH SUP	087	\$40,495	\$42,350	\$48,158	\$48,950
53331	HIGHWAY MAINTENANCE SUPERVISOR	087	\$40,495	\$42,350	\$48,158	\$48,950
91110	Holding Class 1	085	\$37,415	\$39,098	\$44,358	\$45,083
91111	Holding Class II	090	\$45,755	\$47,947	\$54,709	\$55,610
42132	HOUSING INSPECTOR	087	\$40,495	\$42,350	\$48,158	\$48,950
42129	HOUSING INSPECTOR APPRENTICE	080	\$31,765	\$32,864	\$36,769	\$37,367
42133	HOUSING INSPECTOR SENIOR	090	\$45,755	\$47,947	\$54,709	\$55,610
75312	HOUSING REHABILITATION TECH I	086	\$38,915	\$40,685	\$46,179	\$46,939
75313	HOUSING REHABILITATION TECH II	088	\$42,153	\$44,092	\$50,238	\$51,070
75314	HOUSING REHABILITATION TECH II	091	\$47,723	\$50,023	\$57,121	\$58,066
33681	HR ASSISTANT I	081	\$32,718	\$33,957	\$38,140	\$38,761
33683	HR ASSISTANT II	085	\$37,415	\$39,098	\$44,358	\$45,083
33676	HR Generalist I	088	\$42,153	\$44,092	\$50,238	\$51,070
33628	HR SPECIALIST I	090	<b>\$</b> 45,755	\$47.947	\$54,709	\$55,610
54463	IMPOUNDMENT SERVICES SUPV I	084	\$36,275	\$37,583	\$42,602	\$43,295
54465	IMPOUNDMENT SERVICES SUPV II	087	\$40,495	\$42,350	\$48,158	\$48,950
81380	INFORMATION AND REFERRAL WORKE	083	\$34,983	\$36,446	\$40,935	\$41,604
61261	INJURY PREVENTION SPECIALIST	089	\$43,887	\$45.970	\$52,424	\$53,284
42231	INSPECTION ASSOCIATE I	180	\$32,718	\$33.957	\$38,140	\$38,761
42232	INSPECTION ASSOCIATE II	085	\$37,415	\$39,098	\$44,358	\$45,083
42235	INSPECTION ASSOCIATE SUPV	088	\$42,153	\$44,092	\$50,238	\$51,070
42911	INSPECTOR TRAINEE	073	\$27,568	\$28.134	\$30,560	\$31,034
52622	INSTRUMENTATION TECH II	088	\$42,153	\$44,092	\$50,238	\$51,070
81230	LACTATION TECHNICIAN	082	\$33,803	\$35,141	\$39,343	\$39,983
32932	LEGAL ASSISTANT I	084	\$36,275	\$37,583	\$42,602	\$43,295
32933	LEGAL ASSISTANT II	087	\$40,495	\$42,350	\$48,158	\$48,950
32935	LEGAL ASSISTANT SUPERVISOR	190	\$47,723	\$50,023	\$57,121	\$58,066
33222	LEGAL STENOGRAPHER II	080	\$31,765	\$32,864	\$36,769	\$37,367
33824	LEGISLATIVE REFERENCE ASST	085	\$37,415	\$39,098	\$44,358	\$45,083
31420 31422	LIAISON OFFICER I LIAISON OFFICER II	090	\$45,755	\$47,947	\$54,709	\$55,610
42912		093	\$51,946	\$54,486	\$62,306	\$63,338
42912	License and Right of Way Inspe LICENSE INSPECTOR	081 081	\$32,718 \$32,718	\$33,957	\$38,140	\$38,761
34258	LIENS PROCESS SUPERVISOR	087	\$40,495	\$33,957 \$42,350	\$38,140	\$38,761
34162	LIQUOR BOARD ACCOUNTING ASSTIL	085	\$37,415	\$39.098	\$48,158	\$48,950
42943	LIQUOR BOARD ASST CHIEF INSPEC	097	\$61,745	\$64,793	\$44,358 \$74,171	\$45,083 \$75,402
42945	LIQUOR BOARD CHIEF INSPECTOR	099	\$67,349	\$70,687	\$80,983	\$82,334
33204	LIQUOR BOARD COMMUNITY REPRESE	093	\$51,946	\$54,486	\$62,306	\$63,338
42941	LIQUOR BOARD INSPECTOR I	082	\$33,803	\$35,141	\$39,343	\$39,983
42942	LIQUOR BOARD INSPECTOR II	082	\$37,415	\$39,098	\$39,343 \$44,358	\$45,083
42944	LIQUOR BOARD INSPECTOR III	088	\$42,153	\$44,092	\$50,238	\$51,070
33202	LIQUOR BOARD OFFICE ASST II	082	\$33,803	\$35,141	\$39,343	\$39,983
33206	LIQUOR BOARD SECRETARY III	086	\$38,915	\$40,685	\$46,179	\$46.939
33205	LIQUOUR BOARD ASST EXE SECRETA	099	\$67,349	\$70,687	\$80,983	\$82,334
33391	MAILING SUPV	087	\$40,495	\$42,350	\$48,158	\$48,950
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Joh Code	Job Title	Grade	Highe	Full Per	Pa per linece	
53190	MAINT COORDINATOR	085	\$37,415	\$39,098	\$44,358	\$45,083
41625	MARINE DOCK MASTER	087	\$40,495	\$42,350	\$48,158	\$48.950
41622	MARINE ENFORCEMENT AGENT I	078	\$30,265	\$31,017	\$34,362	\$14,902
41623	MARINE ENFORCEMENT AGENT II	080	\$31,765	\$32,864	\$36,769	\$17,367
52225	MASON SUPERVISOR	087	\$40,495	\$42,350	\$48,158	\$48,950
42241	MATERIALS INSPECTOR I	082	\$33,803	\$35.141	\$39,343	\$19.983
54365	MECHANICAL MAINT TECH SUPV I	088	\$42,153	\$44,092	\$50,238	\$51,070
83342	MEDIA PRODUCER DIRECTOR I	090	\$45,755	\$47,947	\$54,709	\$55,610
83343	MEDIA PRODUCER DIRECTOR II	092	\$49,788	\$52,191	\$59,643	\$60,626
33663	MEDICAL CLAIMS EXAMINER	080	\$31,765	\$32,864	\$36,769	\$37,367
33241	MEDICAL CLAIMS PROCESSOR I	084	\$36,275	\$37,583	\$42,602	\$43,295
33242	MEDICAL CLAIMS PROCESSOR II	087	\$40,495	\$42,350	\$48,158	\$48,950
63221	MEDICAL LABORATORY TECHNOLOGIS	089	\$43,887	\$45,970	\$52,424	\$53,284
61391	MEDICAL OFFICE ASSISTANT	078	\$30,265	\$31,017	\$34,362	\$34,902
61392	MEDICAL OFFICE ASSISTANT (10 M	050	\$25,416	\$26,041	\$28,817	\$29,268
61411	MEDICAL RECORDS TECH	080	\$31,765	\$32,864	\$36,769	\$37,367
81141	MENTAL HEALTH ANALYST	089	\$43,887	\$45,970	\$52,424	\$53,284
71531	MICROBIOLOGIST I	086	\$38,915	\$40,685	\$46,179	\$46,939
71532	MICROBIOLOGIST II	089	\$43,887	\$45,970	\$52,424	\$53,284
54445	MOTOR POOL SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
83292	MUSEUM CURATOR	088	\$42,153	\$44,092	\$50,238	\$51,070
71491	NATURALIST	084	\$36,275	\$37,583	\$42,602	\$43,295
61220	NOSOLOGIST	085	\$37,415	\$39,098	\$44,358	\$45,083
81231	NUTRITION TECHNICIAN	082	\$33,803	\$35,141	\$39,343	\$39,983
81234	NUTRITION TECHNICIAN SUPERVISO	089	\$43,887	\$45,970	\$52,424	\$53,284
81242	NUTRITIONIST	090	\$45,755	\$47,947	\$54,709	\$55,610
81241	NUTRITIONIST TRAINEE	085	\$37,415	\$39,098	\$44,358	\$45,083
33124	OFC SYSTEMS ANALYST/PRGMMR	089	\$43,887	\$45,970	\$52,424	\$53,284
33215	OFFICE SUPERVISOR	084	\$36,275	\$37,583	\$42,602	\$43,295
33211	OFFICE SUPPORT SPECIALIST I	071	\$26,745	\$27,264	\$29,438	\$29,897
33212	OFFICE SUPPORT SPECIALIST II	075	\$28,488	\$29,138	\$31,883	\$32,381
33213	OFFICE SUPPORT SPECIALIST III	078	\$30,265	\$31,017	\$34,362	\$34,902
52552	OFFSET PRESS OPERATOR I	084	\$36,275	\$37,583	\$42,602	\$43,295
52553	OFFSET PRESS OPERATOR II	088	\$42,153	\$44,092	\$50,238	\$51,070
31313	OPERATIONS RESEARCH ASSISTANT	081	\$32,718	\$33,957	\$38,140	\$38,761
52275	PAINTER SUPERVISOR	084	\$36,275	\$37,583	\$42,602	\$43,295
84241	PARALEGAL	090	\$45,755	\$47,947	\$54,709	\$55,610
53621	PARK MAINTENANCE SUPERVISOR	078	\$30,265	\$31,017	\$34,362	\$34,902
41611	Parking Control Agent	076	\$29,009	\$29,733	\$32,515	\$33,025
41612	PARKING CONTROL AGENT II	078	\$30,265	\$31,017	\$34,362	\$34,902
41615	PARKING CONTROL SUPV I	084	\$36,275	\$37,583	\$42,602	\$43,295
41616	PARKING CONTROL SUPV II	087	\$40,495	\$42,350	\$48,158	\$48,950
53711	PARKING METER MECHANIC	080	\$31,765	\$32,864	\$36,769	\$37,367
53715	PARKING METER MECHANIC SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
33127	PC SUPPORT TECHNICIAN I	082	\$33,803	\$35,141	\$39,343	\$39,983
33128	PC SUPPORT TECHNICIAN II	087	\$40,495	\$42,350	\$48,158	\$48,950
33295	Permit and Records Tech II	083	\$34,983	\$36,446	\$40,935	\$41,604
33294	Permits and Records Tech 1	080	\$31,765	\$32,864	\$36,769	\$37,367
33293	PERMITS/RECORDS SUPERVISOR	087	\$40,495	\$42,350	\$48,158	\$48,950
73211	PHOTOGRAPHER	085	\$37,415	\$39,098	\$44,358	\$45,083
62413	PHYSICIAN'S ASSISTANT	099	<b>\$67.</b> 349 =	\$70,687	\$80,983	\$82,334
52285	PIPEFTITER SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
74132	PLANNING ASST	081	\$32,718	\$33,957	\$38,140	\$38,761
72724	Plans & Inspection Supervisor	091	\$47,723	\$50,023	\$57,121	\$58,066
72621	PLATS & RECORDS TECH	086	\$38,915	\$40,685	<b>\$</b> 46,179	\$46.939
72625	PLATS AND RECORDS SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
33682	POLICE HUMAN RESOURCES ASSOCIA	085	\$37,415	\$39,098	\$44,358	\$45,083
33382	POLICE INFORMATION LEAD TECH	083	\$34,983	<b>\$</b> 36,446	\$40,935	\$41,604

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JobCode	Job Title	Grade	Hiring	FullHerf		ced Senior
33385	POLICE INFORMATION TECH SUPV	086	\$38,915	\$40,685	\$46,179	\$46,939
33381	POLICE INFORMATION TECHNICIAN	080	\$31,765	\$32,864	\$36,769	\$37,367
33831	POLICE REPORT REVIEWER	180	\$32,718	\$33,957	\$38,140	\$38,761
33834	POLICE REPORT REVIEWER SUPV	085	\$37,415	\$39,098	\$44,358	\$45,083
71211	POLLUTION CONTROL ANALYST I	086	\$38,915	\$40,685	\$46,179	\$46,939
71212	POLLUTION CONTROL ANALYST II	089	\$43,887	\$45,970	\$52,424	\$53,284
71213	POLLUTION CONTROL ANALYST III	093	\$51,946	\$54,486	\$62,306	\$63,338
71191	POLYGRAPH EXAMINER	091	\$47,723	\$50,023	\$57,121	\$58,066
52590	PRINTING PLANNER AND ESTIMATOR	085	\$37,415	<b>\$</b> 39 <b>,09</b> 8	\$44,358	\$45,083
52591	PRINTING PLANNER AND ESTIMATOR	087	\$40,495	\$42,350	\$48,158	\$48,950
52531	PRINTING PRESS OPR I MULTI-COL	085	\$37,415	\$39,098	\$44,358	\$45,083
33523	PROCUREMENT SPECIALIST I	091	\$47,723	\$50,023	\$57,121	\$58,066
31911	PROFESSIONAL SERVICE TRAINEE	085	\$37,415	\$39,098	\$44,358	\$45.083
81345	PROG SUPERVISOR WAXTER CENTER	089	\$43,887	\$45,970	\$52,424	\$53,284
81322	PROGRAM ASSISTANT I	080	\$31,765	\$32,864	\$36,769	\$37,367
81323	PROGRAM ASSISTANT II	084	\$36,275	\$37,583	\$42,602	\$43,295
31500	PROGRAM COMPLIANCE ASSISTANT	080	\$31,765	\$32,864	\$36,769	\$37,367
31501	PROGRAM COMPLIANCE OFFICER I	087	\$40,495	\$42,350	\$48,158	\$48,950
33541	PROPERTY DISPOSAL ASSISTANT	084	\$36,275	\$37,583	\$42,602	\$43,295
72631	PROPERTY LOCATION TECH	087	\$40,495	\$42,350	\$48,158	<b>\$</b> 48.950
34259	PROPERTY TRANSFER SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
81368	PROVIDER PROCESS SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
53222	PUBLIC BUILDING MANAGER	087	\$40,495	\$42,350	\$48,158	\$48,950
42561	PUBLIC HEALTH REPRESENTATIVE	086	\$38,915	\$40,685	\$46,179	\$46,939
33411	PUBLIC INFORMATION OFFICER I	085	\$37,415	\$39,098	\$44,358	\$45,083
33412	PUBLIC INFORMATION OFFICER II	089	\$43,887	\$45,970	\$52,424	\$53,284
42211	PUBLIC WORKS INSPECTOR I	084	\$36,275	\$37,583	\$42,602	\$43,295
42212	PUBLIC WORKS INSPECTOR II	087	\$40,495	\$42,350	\$48,158	\$48,950
42213	PUBLIC WORKS INSPECTOR III	092	\$49,788	\$52,191	\$59,643	\$60,626
54320	PUMPING TECHNICIAN SUPERVISOR	088	\$42,153	\$44,092	\$50,238	\$51,070
33501	PURCHASING ASSISTANT	081	\$32,718	\$33,957	\$38,140	\$38,761
33503	PURCHASING SERVICES COORDINATO	090	\$45,755	\$47,947	\$54,709	\$55,610
33371	RADIO DISPATCHER I	078	\$30,265	\$31,017	\$34,362	\$34,902
33372	RADIO DISPATCHER II	082	\$33,803	\$35,141	\$39,343	\$39,983
33375	RADIO DISPATCHER SUPV	085	\$37,415	\$39,098	\$44,358	\$45,083
52421	RADIO MAINT TECH I	084	\$36,275	\$37,583	\$42,602	\$43,295
52422	RADIO MAINT TECH II	088	\$42,153	\$44,092	\$50,238	\$51,070
52420	RADIO MAINT TRAINEE	077	\$29,599	\$30,399	\$33,405	\$33,927
33711	REAL ESTATE AGENT I	089	\$43,887	\$45,970	\$52,424	\$53,284
33721	REAL ESTATE TECHNICIAN	087	\$40,495	\$42,350	\$48,158	\$48,950
83213	RECREATION AREA MANAGER	089	\$43,887	\$45,970	\$52,424	\$53,284
83211	RECREATION CENTER DIRECTOR I	082	\$33,803	\$35,141	\$39,343	\$39,983
83212	RECREATION CENTER DIRECTOR II	084	\$36,275	\$37,583	\$42,602	\$43,295
83111	RECREATION LEADER I	075	\$28,488	\$29,138	\$31,883	\$32,381
83112	RECREATION LEADER II	079	\$30,884	\$31,910	\$35,480	\$36,055
83113	Recreation Leader II Elder Act	079	\$30,884	\$31,910	\$35,480	\$36,055
83120	RECREATION PROGRAM ASST	084	\$36,275	\$37,583	\$42,602	\$43,295
83121	RECREATION PROGRAMMER	090	\$45,755	\$47,947	\$54,709	\$55,610
33674	Recruitment & Talent Ac Spec I	090	\$45,755	\$47,947		
42981	RECYCLING PROGRAM ASSOCIATE	085	\$37,415	\$39,098	\$54,709	\$55,610 \$45,083
81243	REGISTERED DIETITIAN	090	\$45,755	\$47,947	\$44,358 \$54,709	\$45,083
34218	REMITTANCE SUPERVISOR	087				\$55,610 #48,050
			\$40,495	\$42,350	\$48,158	\$48,950
34511	RESEARCH ANALYST I	088	\$42,153	\$44,092	\$50,238	\$51,070
33631	RETIREMENT BENEFITS ANALYST I	089	\$43,887	\$45,970	\$52,424	\$53,284
33641	SAFETY ENFORCEMENT OFFICER I	085	\$37,415	\$39,098	\$44,358	\$45,083
33642	SAFETY ENFORCEMENT OFFICER II	088	\$42,153	\$44,092	\$50,238	\$51,070
33643	SAFETY ENFORCEMENT OFFICER III	090	\$45,755	\$47,947	\$54,709	\$55,610
53821	SCALE ATTENDANT	078	\$30,265	\$31,017	\$34,362	\$34,902

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JobCode	Job Title	Grade	Hiring	Holl Herl	ba gemence t	
33231	SECRETARY I	075	\$28,488	\$29,138	\$31,883	\$32,381
33232	SECRETARY II	078	\$30,265	\$31,017	\$34,362	\$34,902
33233	SECRETARY III	084	\$36,275	\$37,583	\$42,602	\$43,295
81172	SENIOR SOCIAL SERVICES COORDIN	086	\$38,915	\$40,685	\$46,179	\$46,939
81413	SENIOR YOUTH DEVELOPMENT TECHN	086	\$38,915	\$40,685	\$46,179	\$46,939
42311	SEWERLINE VIDEO INSPECTOR TECH	082	\$33,803	\$35,141	\$39,343	\$39,983
53371	SIGN FABRICATOR I	076	\$29,009	\$29,733	\$32,515	<b>\$</b> 33,025
53372	SIGN FABRICATOR II	079	\$30,884	\$31,910	\$35,480	\$36,055
53351	SIGN PAINTER I	081	\$32,718	\$33,957	\$38,140	\$38,761
53352	SIGN PAINTER II	084	\$36,275	\$37,583	\$42,602	\$43,295
81151	SOCIAL PROGRAM ADMINISTRATOR I	088	\$42,153	\$44,092	\$50,238	\$51,070
81171	SOCIAL SERVICES COORDINATOR	084	\$36,275	\$37,583	\$42,602	\$43,295
81110	SOCIAL WORK ASSOCI	085	<b>\$</b> 37,415	\$39,098	\$44,358	\$45,083
81111	SOCIAL WORK ASSOC II	089	\$43,887	\$45,970	\$52,424	\$53,284
81112	SOCIAL WORKER I (LGSW)	089	543,887	\$45,970	<b>\$</b> 52,424	\$53,284
81113	SOCIAL WORKER II	092	\$49,788	<b>\$</b> 52,191	<b>\$</b> 59,643	\$60,626
53815	SOLID WASTE SUPERVISOR	089	\$43,887	\$45,970	\$52,424	\$53,284
41613	SPECIAL TRAFFIC ENFORCMNT OFCR	081	\$32,718	<b>\$</b> 33,957	\$38,140	\$38,761
41618	SPECIAL TRAFFIC ENFRCMNT SUPI	084	\$36,275	\$37,583	\$42,602	\$43,295
41619	SPECIAL TRAFFIC ENFRCMNT SUPIL	087	<b>\$</b> 40,495	\$42,350	\$48,158	\$48,950
34599	STATISTICAL TRAFFIC ANALYST	082	533,803	\$35,141	\$39,343	\$39,983
33561	STOREKEEPER I	077	<b>\$</b> 29,599	\$30,399	\$33,405	\$33,927
33562	STOREKEEPER II	080	\$31,765	\$32,864	\$36,769	\$37,367
33563	STOREKEEPER II AUTO PARTS	080	\$31,765	\$32,864	\$36,769	\$37,367
33565	STORES SUPERVISOR I	086	\$38,915	\$40,685	\$46,179	<b>\$</b> 46,939
33564	STORES SUPERVISOR I AUTO PARTS	086	\$38,915	\$40,685	\$46,179	\$46,939
52985	SUPV. OF BOARDING/GROUNDS MAIN	089	\$43,887	\$45,970	\$52,424	\$53,284
72641	SURVEY COMPUTATION ANALYST	092	\$49.788	\$52,191	\$59,643	\$60,626
72611	SURVEY TECHNICIAN I	073	\$27,568	\$28,134	\$30,560	\$31,034
72612	SURVEY TECHNICIAN II	081	\$32,718	\$33,957	\$38,140	\$38,761
72613	SURVEY TECHNICIAN III	085	\$37,415	\$39,098	\$44,358	\$45,083
72614	SURVEY TECHNICIAN IV	089	\$43.887	<b>\$</b> 45,970	\$52,424	\$53,284
34293	TAX TRANSFER CLERK I	082	\$33,803	\$35,141	\$39,343	\$39,983
34294	TAX TRANSFER CLERK II	085	<b>\$</b> 37,415	\$39,098	\$44,358	\$45,083
82122	TEACHER PRESCHOOL	083	\$34,983	\$36,446	\$40,935	\$41,604
82111	TEACHERS ASST I	069	\$26,017	\$26,487	\$2B,509	\$28,952
82112	TEACHER'S ASST II PRESCHOOL	072	\$27,143	\$27,689	\$29,981	\$30,445
33311	TELEPHONE OPERATOR I	077	\$29,599	\$30,399	\$33,405	\$33,927
33312	TELEPHONE OPERATOR II	080	\$31,765	<b>\$</b> 32,864	\$36,769	\$37,367
33741	TITLE RECORDS ASSISTANT	086	\$38,915	\$40,685	\$46,179	\$46,939
33341	TOWING SERVICES REP I	079	\$30,884	\$31,910	\$35,480	\$36,055
33342	TOWING SERVICES REP II	082	\$33,803	\$35,141	\$39,343	<b>\$</b> 39,983
52632	TRAFFIC ELECTRON MAINT TECH II	088	\$42,153	\$44,092	\$50,238	\$51,070
52631	TRAFFIC ELECTRONICS MAINTENANC	082	\$33,803	\$35,141	\$39,343	<b>\$</b> 39,983
42411	TRAFFIC INVESTIGATOR I	071	\$26,745	\$27,264	\$29,438	\$29,897
42412	TRAFFIC INVESTIGATOR II	079	\$30,884	<b>\$</b> 31,910	\$35,480	\$36,055
42413	TRAFFIC INVESTIGATOR III	083	\$34,983	\$36,446	\$40,935	\$41,604
42415	TRAFFIC INVESTIGATOR SUPV	085	\$37,415	<b>\$</b> 39,098	\$44,358	\$45,083
53321	TRAFFIC MAINT WORKER I	075	\$28,488	\$29,138	\$31,883	\$32,381
53322	TRAFFIC MAINT WORKER II	078	\$30,265	<b>5</b> 31,017	\$34,362	\$34,902
53325	TRAFFIC MAINT WORKER SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
31992	TRAFFIC SAFETY ASSISTANT	088	\$42,153	\$44,092	\$50,238	\$51,070
53411	TRAFFIC SIGNAL INSTALLER I	078	\$30,265	\$31,017	\$34,362	\$34.902
53412	TRAFFIC SIGNAL INSTALLER II	080	\$31.765	\$32,864	\$36,769	\$37,367
53413	TRAFFIC SIGNAL INSTALLER III	084	\$36,275	<b>\$</b> 37,583	\$42,602	\$43,295
53415	TRAFFIC SIGNAL MAINT SUPV	087	\$40,495	\$42,350	\$48,158	\$48.950
33673	TRAINING ASSISTANT	081	\$32,718	\$33,957	\$38,140	\$38,761
72733	TRANSPORTATION ANALYST	092	\$49,788	\$52,191	\$59.643	\$60,626

T. bCod	Job Bilk	Grade	Hiring	2001012	No. of Concession, Name of	7 6 7
72721	TRANSPORTATION ASSOCI	086	\$38,915	\$40,685	\$46,179	\$46,939
72722	TRANSPORTATION ASSOCI	089	\$43,887	\$45.970	\$52,424	\$53,284
41626	Transportation Enforcemt Off I	081	\$32,718	\$33,957	\$38,140	\$38,761
41627	Transportation Enforcmt Off II	083	\$34,983	\$36,446	\$40,935	\$41,604
41628	Transportation Enforcmt Sup 1	087	\$40,495	\$42,350	\$48,158	\$48,950
41629	Transportation Enforcmt Sup II	090	\$45,755	\$47,947	\$54,709	\$55,610
82191	TRANSPORTATION SAFETY INST I	076	\$29,009	\$29,733	\$32,515	\$33,025
82194	TRANSPORTATION SAFETY INST II	081	\$32,718	\$33,957	\$38,140	\$38,761
34439	TREASURY ASSISTANT	091	\$47.723	\$50,023	\$57,121	\$58,066
53655	TREE SERVICE SUPV I	081	\$32,718	\$33,957	\$38,140	\$38,761
53656	TREE SERVICE SUPV II	084	\$36,275	\$37,583	\$42,602	\$43,295
52965	TURF MANAGEMENT SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
33251	TYPIST I	071	\$26,745	\$27,264	\$29,438	\$29,897
33252	TYPIST II	075	\$28,488	\$29,138	\$31,883	\$32,381
71411	Urban Forester	090	\$45,755	\$47,947	\$54,709	\$55,610
53515	UTILITIES INSTALLER REPAIR \$ 1	082	\$33,803	\$35,141	\$39,343	\$39,983
53516	UTILITIES INSTALLER REPAIR SII	087	\$40,495	\$42,350	\$48,158	\$48,950
53562	UTILITY INVESTIGATOR	087	\$40,495	\$42,350	\$48,158	<b>\$</b> 48,950
53565	UTILITY INVESTIGATOR SUPV	091	\$47,723	\$50,023	\$57,121	\$58,066
34311	UTILITY METER READER I	078	\$30,265	\$31,017	\$34,362	\$34,902
34312 34316	UTILITY METER READER II UTILITY METER READER SUPT I	081 087	\$32,718 \$40,495	\$33,957 \$42,350+	\$38,140 \$48,158	\$38,761
34315	UTILITY METER READER SUPV	084	\$36,275	\$37,583	\$42,602	\$48,950 \$43,295
34310	Utility Meter Technician I	078	\$30,265	\$31,017	\$34,362	\$34,902
34313	Utility Meter Technician II	082	\$33,803	\$35,141	\$39,343	<b>\$</b> 39,983
34314	Utility Meter Technician III	083	\$34,983	\$36,446	\$40,935	\$41,604
34319	Utility Meter Technician Super	085	\$37,415	\$39,098	\$44,358	\$45,083
34320	Utility Meter Technician Supt	087	\$40,495	\$42,350	\$48,158	\$48,950
42996	VEHICLE IDENTIFICATION INSPECT	082	\$33,803	\$35,141	\$39,343	\$39,983
42997	VEHICLE PROCESSOR	075	\$28,488	\$29,138	\$31,883	\$32,381
81394	VOLUNTEER SERVICE WORKER	080	\$31.765	\$32,864	\$36,769	\$37,367
54354	WASTE WATER PLANT COORDINATOR	088	\$42,153	\$44,092	\$50,238	\$51,070
54335	Waste Water Tech Supv I Pump	087	\$40,495	\$42,350	\$48,158	<b>\$</b> 48,950
54336	Waste Water Tech Supv II Pump	090	\$45,755	\$47.947	\$54,709	<b>\$</b> 55,610
54338	Waste Water Tech Supv II Sanit	090	\$45,755	547.947	\$54,709	<b>\$</b> 55,610
54334	Waste Water Techn Supv I Sanit	087	\$40,495	\$42,350	\$48,158	\$48,950
42330	WATER SERVICE INSPECTOR	078	\$30,265	\$31,017	\$34,362	\$34,902
34321	WATER SERVICE REPRESENTATIVE	078	\$30,265	\$31,017	\$34,362	\$34,902
54315	WATER TREATMENT TECHNICIAN SUP	088	\$42,153	\$44,092	\$50,238	\$51,070
71421	WATERSHED FORESTER	087	\$40,495	\$42,350	\$48,158	\$48,950
53691	WATERSHED MAINT SUPV	084	\$36,275	\$37,583	\$42,602	\$43,295
41520	WATERSHED RANGER I	085	\$37,415	\$39,098	\$44,358	\$45,083
41523 41524	WATERSHED RANGER II WATERSHED RANGER III	089 092	\$43,887 \$49,788	\$45,970 \$52,191	\$52,424 \$59,643	\$53,284 \$60,626
\$2315	WELDER SUPV	088	\$42,153	\$44,092	\$50,238	\$60,626 \$51,070
52593	WHITEPRINT MACHINE OPR	079	\$30,884	\$31,910	\$35,480	\$31,070 \$36,055
33256	WORD PROCESSING OPERATOR I	071	\$26,745	\$27,264	\$29,438	\$29,897
33257	WORD PROCESSING OPERATOR II	075	\$28,488	\$29,138	\$31,883	\$32,381
33258	WORD PROCESSING OPERATOR III	078	\$30,265	\$31,017	\$34,362	\$34,902
81410	YOUTH DEVELOPMENT AIDE I	067	\$25,355	\$25,795	\$27,704	\$28,133
81411	YOUTH DEVELOPMENT AIDE II	075	\$28,488	\$29,138	\$31,883	\$32,381
81420	YOUTH DEVELOPMENT AIDE SUPERVI	084	\$36,275	\$37,583	\$42,602	\$43,295
81412	YOUTH DEVELOPMENT TECH	082	\$33,803	\$35,141	\$39,343	\$39,983
42621	ZONING APPEALS ADVISOR BMZA	090	\$45,755	\$47,947	\$54,709	\$55,610
42612	ZONING EXAMINER I	084	\$36,275	\$37,583	\$42,602	\$43,295
42613	ZONING EXAMINER II	087	\$40,495	\$42,350	\$48,158	\$48,950
42611	ZONING EXAMINER TRAINEE	074	\$28,009	\$28,614	\$31,191	\$31,673