

***MEMORANDUM OF UNDERSTANDING  
FISCAL YEARS 2026-2028***

*Between the*

**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 – 2026-2028**

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

**UNIT I (Non-Supervisory)**

**and**

**THE MAYOR AND CITY COUNCIL OF BALTIMORE**

This Memorandum of Understanding entered into as of the 1<sup>st</sup> day of July 2025 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 2024-2025 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 2024-2025 MOU.

### **ARTICLE 3: CHECKOFF**

A. The Employer agrees to deduct CUB dues 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. 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 bi-weekly 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.

C. 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.

D. 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 paid by each employee on a quarterly basis.

#### **ARTICLE 5: TERMINATION, MODIFICATION OR AMENDMENT**

A. This Memorandum of Understanding shall become effective on July 1, 2023 and remain in full force and effect until June 30, 2025 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter unless either party shall give 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, 2025), 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.

#### **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, sexual orientation, gender identity, military status, and any other characteristic protected by applicable law.

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 Labor 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 fifteen (15) 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 his or her designee within fifteen (15) calendar days following the completion of Step 2. Within ten (10) calendar days of such appeal, the Labor Commissioner or his or her designee shall meet with the aggrieved employee and CUB representative to discuss the grievance. The Labor Commissioner or his or her designee shall respond in writing within thirty (30) 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) Notwithstanding any AAA rules to the contrary, within ten (10) days of receipt of the Union's written intent to arbitrate the issues involved in the grievance, the Labor Commissioner shall initiate arbitration with the AAA by requesting a panel of arbitrators from the AAA and pay appropriate AAA fees (to be split by the parties as set forth below). Within ten (10) days after receipt of a panel of seven names obtained from the AAA, 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. On a case by case basis, the parties may proceed to Expedited Arbitration under the AAA rules, only upon advanced written agreement signed by both the Union and the Employer's authorized representatives. In such event, the AAA Rules for Expedited Arbitration shall control.

(b) 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 Expedited Arbitration Procedure and advise the

Labor Commissioner. If the Union chooses Expedited Arbitration, the Labor Commissioner shall have seven (7) calendar days to decline Expedited Arbitration in which case the matter shall proceed to Regular arbitration. Assuming there is no objection to Expedited Arbitration the matter shall follow the process in this section.

(c) The parties shall share equally in the cost of any arbitration proceedings under this section.

(d) 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 (e) below shall apply.

(e)

(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. 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.

I. 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.

J. 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.

## **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 shall serve a probationary period as set forth in the City’s Civil Service Rules and Regulations.

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

The following concepts and provisions apply to bargaining unit employees who are not in the Water and Waste Water Division of the Department of Public Works.

A. New Wage Scale with Steps and Phased Implementation.

1. All bargaining unit employees will be placed on a 25-step scale, phased in over 3 years as specified below, based on their years of continuous service with the City. (DPW, Bureau of Water and Waste Water (WWW) employees who received compensation changes based on a new 20-step scale effective 7/1/24 will be re-slotted on the scale based on their years of continuous service with the City

2. Phase in a 25-step pay scale, including Crossing Guards, over a three-year period. The new scales will become effective from the start of Fiscal 2026 (July 1<sup>st</sup>, 2025). Employees will progress through steps every 18 months. 18-month increases will be calculated

from July 1<sup>st</sup>, 2025. All employees hired after July 1<sup>st</sup>, 2025, will receive 18-month step increases based on their anniversary date.

3. The new scale will be implemented over a three-year period.
  - (a) Year 1: Implement steps 1-10 (effective July 1<sup>st</sup>, 2025).
  - (b) Year 2: Implement Steps 11-15 (effective July 1<sup>st</sup>, 2026).
  - (c) Year 3: Implement steps 16-25 (effective July 1<sup>st</sup> 2027).
4. The percentage increase between steps will follow this progression:
  - (a) Steps 1-10 = 3% Step Increase.
  - (b) Steps 11-15 = 2.5% Step Increase.
  - (c) Steps 16-25 = 2% Step increase.

5. Longevity will be phased out over the same three-year contract period while additional steps are added to the salary table.

6. In FY 2026 current employees will be placed on an appropriate step that guarantees a minimum of 2% increase in total pay (base wage plus longevity), even if the placement results in a step higher than step 10.

7. In FY 2027, employees will be placed on an appropriate step that guarantees no reduction in total pay (base wages plus longevity), even if that placement is higher than step 15.

8. In FY 2028, the wage scale will have been fully implemented and the longevities will no longer apply.

#### B. Cost of Living Adjustments (COLA)

1. FY 2027 - On July 1, 2026, 2% across-the-board wage increase shall be given to each active employee covered by this Agreement who is on payroll and in pay status as of July 1, 2026.

2. FY 2028 - On July 1, 2027, 2% across-the-board wage increase shall be given to each active employee covered by this Agreement who is on payroll and in pay status as of July 1, 2027.

#### C. Longevities

1. **FY2026**

Longevity:

Over 40 years of service	14% of compensation
Over 35 Years of Service	11% of compensation
Over 30 years of service	9% of compensation
Over 25 years of Service	6% of compensation
Over 20 years of service	3% of compensation
Over 15 Years of Service	Removed
Over 10 year of Service	Removed

2. **FY2027**

Longevity:

Over 40 years of service	11% of compensation
Over 35 years of service	8% of compensation
Over 30 years of service	6% of compensation
Over 25 years of service	3% of compensation
Over 20 years of service	removed
Over 15 years of service	removed
Over 10 years of service	removed

3. **FY2028**

Longevity: Fully phase out longevity increases.

D. **Night Differential Pay**

1. Employees regularly assigned to night or shift work shall be paid fifty cents (\$.50) 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 seventy-five cents (\$.75) 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 seventy-five cents (\$.75) per hour for each hour worked.

3. Employees listed below working in hazardous environmental conditions shall be paid seventy-five cents (\$.75) 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. seventy-five cents (\$.75) 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 seventy-five cents (\$.75) per hour environmental differential for all hours worked. Employees permanently assigned to and working in the Evidence Control Unit shall be paid seventy-five cents (\$.75) 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 seventy-five cents (\$.75) 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 seventy-five cents (\$.75) per hour environmental differential.

**TITLES**

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

8. seventy-five cents (\$.75) 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. seventy-five cents (\$.75) 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. The parties recognize, and agree to, the Fourth Health and Prescription Drug Plan Agreement, as approved by the Board of Estimates on November 19, 2025, which is attached hereto as Addendum A, along with the accompanying exhibits, and which shall remain in effect as provided therein. The parties recognize that the Fourth Health and Prescription Drug Plan Agreement shall need to be amended and modified through bargaining conducted among all participating unions during the term of this Agreement.

While remaining in negotiation, and prior to impasse, the terms of the Fourth Health and Prescription Drug Plan shall remain in effect, with the intent that all terms of the Fourth Health and Prescription Drug Plan shall continue to operate.

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.

H. Effective January 1, 2020, the Employer shall remit an annual payment of \$2,500.00 (twenty-five hundred) to be paid bi-weekly to each employee who, with satisfactory proof of alternative Health Insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. The waiver of coverage applies to medical, dental, vision, and prescription drug programs. Health care coverage cannot be provided by a spouse/domestic partner who receives City benefits. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of employment (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. An employee must notify the City's Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

#### **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.

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.

D. 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 \$15.00.

E. 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.

#### F. Duty Officer Assignments

For agencies that do not maintain a 24x7 schedule for duty officer assignments, when a Unit member is assigned to be available while off duty, that Unit member shall be provided, at the employee's election, either (i) a total of twelve (12) hours of overtime compensation (at the rate of time and a half the regular hourly rate) or (ii) twelve (12) hours of compensatory time, for the entirety of the duty officer assignment.

If an employee who has been assigned to be available while off duty has accumulated the maximum amount of compensatory time (240 hours), the employee shall instead be compensated at one-and-a-half times their regular rate of pay for all hours assigned to be available.

If an employee is called into work on one of the duty officer assignment days, the employee will be paid regular pay according to the call-back provision of Article 17.F for the time actually worked.

### **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 Flexitime Committee consisting of five (5) members appointed by each party for the purpose of studying the issue of flexitime and composing recommendations which would lead to the implementation, where possible, of flexitime 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 ¼) 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 1st 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 1st 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: 120 days  
Current 45 days  
PAYOUT: 120 days

Employee B: Legacy: 6 days  
Current: 40 days  
PAYOUT: 45 days

Employee C: Legacy 60 days  
Current: 20 days  
PAYOUT: 60 days

Employee D: Legacy 0 days  
Current: 35 days  
PAYOUT: 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.

1. Vacation leave must be taken in units of no less than thirty (30) 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.

G. 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.

H. 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.

I. 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.

J. 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.

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

L. 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.

M. Employees who are separated from City service, regardless of reason, shall be paid in full as of their date of separation for any accumulated overtime, compensatory time (unless exempt from FLSA Provision), and bonus pay, except in the case of bona fide indebtedness to the Employer. The cut-off form must contain, therefore, a recording of all leave due to the employees upon their retirement or resignation.

N. 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:

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 (1¼) 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.

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

P. 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 October and extends through the last payroll period in October of the following year. All sick leave days not converted to cash shall be carried forward and retained as accrued sick leave. Payment for 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 thirty (30) 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 two (2) 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.

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.

R. 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 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 legacy 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 thirty (30) 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.

## **ARTICLE 23: HOLIDAYS**

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

January 1	New Year's Day
Third Mon. in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People's Day

November 11  
Fourth Thursday in November  
December 25

Veterans Day  
Thanksgiving Day  
Christmas Day

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.

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.

C. 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 at the employee's discretion:

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.

D. 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 (1½) for all hours worked the first shift, and holiday allowance plus time and one-half (1½) for all hours worked the second shift.

E. 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.

F. 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.

G. 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.

H. 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	New Year's Day
Third Mon. in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People's Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

#### I. School Calendar Holidays

Unit I employees employed by City agencies but assigned to work at the Baltimore City Public Schools, shall follow the school calendar holidays and make-up days for inclement weather as determined by the Board of School Commissioner, to include:

- (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. In addition, the Employer shall provide a supplement to the standard Workers Compensation benefit so that the gross pay of the employee is equal to eighty-five percent (85%) of the employee's regular gross pay. 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
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 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. In accordance with subsection C regarding

promotions, 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. Promotions

1. From among those employees who have submitted applications for a promotional opportunity, the agency shall consider prior performance, work record, qualifications, attendance, compliance with operating policies and procedures, disciplinary record, skill, ability, agency-specific operational needs and/or other job-related factors that are relevant to the new positions. The applicant with the greatest seniority shall be selected unless the agency can provide documented objective evidence that the less senior employee is more qualified for the promoted position.

2. An employee promoted to a new position shall be, in accordance with City policy, placed on probation for a period not to exceed 6 months, except for employees of the Baltimore Police Department (BPD), who shall be placed on probation for a period not to exceed one calendar year. If, after appropriate training and reasonable time, the Employer concludes that the employee has not met the expectations of the new position, the employee shall be returned within six months to his/her previous job/classification, provided the lower-level job/classification is funded, vacant, and available

D. Layoffs

1. 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 D shall be deemed to authorize or require any administrative action which, if taken, would conflict with any provision of applicable law.

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

3. The City's employment opportunities are posted on the City of Baltimore Job Opportunities site, which is electronically available to employees. The reemployment list is maintained by the Department of Human Resources, and the department shall make available to CUB the vacant bargaining unit represented positions whenever a bargaining unit employee is laid off or upon request. In addition, agency organizational lists shall be made available to CUB upon request.

4. 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**

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.

A. 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. 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 shall provide CUB upon written request within 30 days a current list of each Safety Officer in each Agency. The Employer shall provide CUB this list within 30 days of confirmation from the Department of Finance and Bureau of Risk Management of receipt for this request. 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. **OSHA Certification.** Beginning on July 1, 2026, and on July 1 of every other year, CUB may request up to three (3) members of the bargaining unit who perform supervisory or safety responsibilities to ensure compliance with OSHA regulations or due to specific and related industries (i.e., construction) be given up to 40 hours of leave each to attend a 30-Hour OSHA Outreach Training Program. Upon completion of the program, the bargaining unit employees shall be reimbursed by management the tuition costs for attending the training. This OSHA-30 certified training may be provided by the City to bargaining unit employees, as long as upon successful completion, an employee shall be given an OSHA-30 card. The City retains sole discretion to determine the course material for the training. A trainee who misses a class in the series will be disqualified from receiving the card until the employee completes training by the following bi-annual period.

The Employer and CUB shall cooperate in the enforcement of safety rules. Should an employee feel that his/her work assignment requires him/her to be in a physically unsafe or unhealthy situation, the employee shall notify the employee's immediate supervisor and/or the

safety officer of the agency of the employee. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and shall be processed pursuant to the Grievance Procedure.

B. The Employer shall, where applicable, provide its employees with adequate safety and personal protective equipment. When an employee's work assignment requires wearing steel-toed or other similar protective boots, consistent with their job responsibilities, the Employer shall provide the employee these boots.

The Employer and CUB shall cooperate in the enforcement of safety and health rules. The City shall maintain a Health and Safety Committee composed of an equal number of members representing the City and the union. The union shall appoint up to 4 regular members of different departments from the bargaining unit on this committee. The committee shall meet up to four (4) times per year and develop recommendations to the City regarding improvements and/or maintenance of the safety and health conditions of members of the bargaining unit. CUB representatives to this committee shall be granted release time to fulfill the meeting obligations. The union appointees to this committee shall have the ability to add agenda items to be discussed at the meetings of this committee. The committee established may advise, assist, and make recommendations to the Employer. It shall remain the exclusive responsibility of management to ensure the safety and health of its employees at work and to accept or reject the recommendations of the committee.

The Employer shall establish first-aid stations at work areas, including trucks and all work vehicles designated by the Director of Safety. Any expired items within the kits will be replaced by management. Moreover, the Employer shall provide through its designated provider adult CPR, AED, and First Aid training courses to all interested employees at areas designated by the Director of Safety. The Employer shall provide a schedule of trainings. When training is available, each employee will be granted permission to leave to attend a training. Approval shall not be unreasonably denied.

C. The Employer agrees to provide dispatchers with orientation and training in communications. Training will (i) cover all applicable federal, state, and local regulations as well as internal policies governing communication procedure, (2) involve proper use of radio equipment, including appropriate verbal transmission, prioritizing messages, and standard radio protocols and (3) emphasize record keeping such as logs and reports for compliance purposes.

D. Rules for Dispatchers and Call Center Employees of the Baltimore Police and Fire Departments:

- a. Employees who respond to emergency calls from the public will receive a fifteen (15) minute wellness break after one (1) consecutive hour worked. During breaks, employees shall be relieved of their work duties.
- b. Employees who test for drug or alcohol will, upon full execution of the "positive Drug Screens Form", receive their test results (including levels) from MyChart.

## **ARTICLE 34: EMPLOYEE ASSISTANCE SERVICES**

The Employer shall continue to maintain an Employee Assistance Program (EAP). It shall be the policy of the EAP to provide strictly confidential support to permanent employees seeking assistance with a range of personal or work-related concerns. These may include, but are not limited to, stress management, substance use or misuse, psychological or medical conditions, grief and loss, interpersonal conflicts, or financial difficulties. This policy acknowledges that such issues are treatable, and it is the responsibility of the employee to proactively seek professional assistance when needed.

Employees experiencing such challenges are encouraged to contact the Employee Assistance Program for assistance by telephone or personal visit. Supervisors and Human Resources professionals may initiate supervisory referrals in response to employee challenges that impact the workplace. These may include, but are not limited to, attendance issues, interpersonal conflicts, workplace violence, substance misuse, or performance-related concerns. Interactions with the Employee Assistance Counselor will be maintained in strict confidence. Employees will be informed of legal exceptions to confidentiality prior to engaging with EAP services.

The Employee Assistance Counselor shall assess the employee's concerns and based on the evaluation, recommend appropriate interventions. These may include referrals to internal support services, external community resources, or treatment programs. It is the responsibility of the employee to adhere to the recommendations provided by the Employee Assistance Program.

## **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: SEVERABILITY**

If any provision of this Agreement or application thereof to any party is declared invalid, illegal, or unenforceable for any reason by the court of competent jurisdiction, such invalidity, illegality, or unenforceability does not affect other provisions or applications of the Agreement, which can be given effect without the invalid application or provision, and to this end the provisions of this Agreement are severable, unless otherwise provided by the law.

**The remainder of this page is intentionally left blank.**

This Memorandum of Understanding is signed on the 20th day of April 2026, in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL OF BALTIMORE:**

Deborah F. Moore-Carter <i>Deborah F. Moore-Carter</i>	Jamarr Rayne
Veronica P. Jones <i>Veronica P. Jones</i>	Karen Tyler <i>Karen Tyler</i>
Yvette Brown <i>Yvette Brown</i>	Nick Fontanez <i>Nick Fontanez</i>
Ajeenah Green <i>Ajeenah Green</i>	Nikki Lewis <i>Nikki Lewis</i>
Alisa Underwood	Robert Paige <i>Robert Paige</i>
Babila Lima <i>Babila Lima</i>	Shonkaye Stanley <i>Shonkaye Stanley</i>
Catherine Burns <i>Catherine Burns</i>	Tamira Muir
Denisha Harris <i>Denisha Harris</i>	Tiffany Williams
Felicia Knight-Davis <i>Felicia Knight-Davis</i>	Thomas Pointer <i>Thomas Pointer</i>
Jacia Falcon <i>Jacia Falcon</i>	Victoria Davis <i>Victoria Davis</i>

**CITY UNION OF BALTIMORE:**

Antoinette Ryan-Johnson <i>Antoinette Ryan-Johnson</i>	Maxine Holmes <i>Maxine Holmes</i>
Todd Reynolds <i>Todd Reynolds</i>	Myra Johnson <i>Myra Johnson</i>
Akua Safo <i>Akua Safo</i>	Nettie Harris <i>Nettie Harris</i>
Che Jenkins <i>Che Jenkins</i>	Rasheed Ray <i>RASHEED RAY</i>
Donald Evans	Roderick Pinkett <i>Roderick Pinkett</i>

<p>Lorenzo Hill <i>Lorenzo Hill</i></p>	<p>Tiffanie Griffin <i>Tiffanie Griffin</i></p>
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<p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY:</p>	<p>NOTED BY THE BOARD OF ESTIMATES:</p>
<p>Elisabeth B. Hofmann, Esquire Deputy Chief, Labor and Employment</p> <p><i>[Signature]</i> Date <i>4/21/26</i></p>	<p>Clerk _____ Date _____</p>

Page 47 of the Memorandum of Understanding (FY 2026-2028) by and between the City of Baltimore and the City Union.

# ADDENDUM A: Fourth Health and Prescription Drug Plan Agreement

## Fourth Health and Prescription Drug Plan Agreement

This Fourth Health and Prescription Drug Plan 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 Labor 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 first entered into a Health and Prescription Drug Plan Agreement which was adopted by the Board of Estimates on November 7, 2012 (the "First Agreement"); and

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

WHEREAS, the Transition Agreement was succeeded by the Third Health and Prescription Drug Plan Agreement approved and adopted by the Board of Estimates on June 13, 2018 (the "Third Agreement"); and

WHEREAS, although the Third Health and Prescription Drug Plan Agreement expired for each of the signatory Unions on December 31, 2020, 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 Third Agreement that shall be effective from July 1, 2025 through June 30, 2028.

IT IS HEREBY AGREED by and between the parties hereto:

1. Health Insurance Committee Meetings and Activities The "Health Insurance Committee ("HIC")" shall meet no more than four (4) times in each calendar year. The HIC shall meet at least twice between the months of June and September to discuss:

- a. The fiscal and benefit outcomes of the immediate past plan year;
- b. Health benefit options for the upcoming plan year;
- c. Margin and other factors considered in rate setting for the upcoming plan year;
- d. Premium rates for the upcoming plan year.

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<sup>1</sup> The City's obligation with respect to MAPS does not extend beyond what is required under the Baltimore City Charter and Article 12 of the Baltimore City Code.

## **2. Information Exchange**

### *a. Annual Provider Reports*

Following the conclusion of each plan year and when they become available, and no later than June 15, the City shall provide copies of Annual Provider Reports to the members of the HIC. The Annual Provider Reports shall include information from the prior plan year, including: (1) enrollment data; (2) data relating to claims, including claims exceeding \$100,000, and any other relevant information about the health benefit plan's status, benefit delivery, and fiscal outcome. Covered Provider Reports will include: current employees, pre-Medicare eligible retirees, spouses of City employees or pre-Medicare eligible retirees, and dependents of City employees or pre-Medicare retired City Employees.

### *b. Gain and Loss Statements*

Once a year, following the close of each plan (calendar) year, as soon as feasible, and, in general, applying generally accepted accounting principles under the rules of the Governmental Standards Accounting Board (the "GASB"), the City shall provide to the members of the HIC an operating gain/loss statement for each self-insured plan. The Unions acknowledge that the calendar year report may not be the final audited report and may be subject to change upon completion of the final audited report.

### *c. Final Accounting*

No later than June 30 of each year, the City shall deliver a final accounting, prepared by the Director of the Department of Finance ("Director of Finance") to the members of the HIC that includes information and data related to: (1) enrollment; (2) claims; (3) administrative costs; (4) usage trends; and (5) any other data necessary to calculate any surplus or deficit experienced by the plan for the immediately preceding plan year. The Unions acknowledge that the calendar year report may not be the final audited report and may be subject to change upon completion of the final audited report.

## **3. Premiums/Premium Equivalents.**

a. After the City receives from its consultant the projected premiums and projected premium equivalent rates for the upcoming plan year, the City shall release to the Consultant for the members of the HIC :

- i. The formula, methods, and data used by the City's consultant to build rate projections for the ensuing plan year;
- ii. A report containing the projected premiums and premium equivalent rates for each provider plan within the program for the upcoming plan year, including both self-insured and fully-insured plans; and
- iii. Any available supporting data.

- b. The Unions may request a meeting with the City or City's consultant concerning the proposed premium or premium equivalent rates.
- c. **Request Timeline:** The Unions must request a meeting described in Paragraph b of this subsection (i) in writing; (ii) no later than fifteen (15) days following the disclosure of the proposed rates; and (iii) no later than September 10, provided that the annual report required by this section is delivered to the Unions prior to August 25.
- d. **Meeting Timeline:** The meeting described in Paragraph b of this subsection shall be held at least fifteen (15) days prior to the submission of the proposed rates to the Board of Estimates.
- e. **City's Response Timeline:** At least ten (10) days before the submission of the proposed rates to the Board of Estimates, the City shall consider and respond in writing to the Unions and their consultant regarding proposed rates.

4. **Current Plans and Cost Sharing.** The City's Health and Prescription Drug Programs, the Healthcare Providers, and the plan of benefits for each of those City programs (as published in the City of Baltimore Plan Year 2026 Benefits books for active employees and retirees) shall remain unchanged through December 31, 2026. The current statements of benefits are attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates for active employees and dependents, and for all pre-Medicare eligible retirees and dependents, shall remain unchanged through December 31, 2026.<sup>2</sup>

5. **Requests for Proposals.**

a. It is understood that the City intends to issue Request(s) for Proposals ("RFPs"), or other procurement solicitations, for some or all of its plans for plan years during the term of this Agreement, 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 members of the HIC about which health insurance benefit programs, benefit options, providers, pricing and methods of delivery are in the best interests of the City and all benefit plan participants. In entering into these discussions, the City does not waive its Charter prerogatives to determine providers and pricing, nor shall the Unions waive their rights under the Municipal Labor Relations Ordinance.

b. In addition to the discussions that are described in Paragraph 5.a., above, no less than forty-five (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), or other solicitations. After the Unions have been provided with this information, there shall be at least one (1) HIC meeting at which the members of the HIC 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 five (5) days prior to issuance of each RFP or other solicitation.

c. After the City has received and reviewed the response(s) to an RFP or other solicitation, 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 thirty (30) days before such action is recommended to the Board of Estimates. The members of the HIC shall have a meaningful opportunity to discuss within the HIC any such proposed changes before the changes are implemented by the City.

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

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

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

6. **Surplus from Self-Insured Plans.** A surplus under this Agreement is the difference between all contributions (including premiums and payments) received from covered employees (including all active employees and dependents), all pre-65 retirees and dependents, and the City in excess of plan expenses and administrative costs, in the aggregate, for all covered health and prescription drug plans. The City's view of the appropriate application of any year-end surplus shall be discussed between the City and the Unions. Surplus funds for fiscal year 2025, and any fiscal year thereafter, may not be applied by the City for any other purpose than (a) the City's medical insurance plans covering active employees, pre-65 retirees and dependents, (b) to sustain the City's health insurance plans by deposit in the Premium Stabilization Fund that is described and defined in this Agreement, or (c) to defer the City's OPEB liability. Surplus funds for fiscal years attributable to the Program's self-insured coverage of currently enrolled active employees shall first be deposited to the account of the Premium Stabilization Fund to maintain that Fund's minimum balance as defined below.

7. **Premium Stabilization Fund.**

a. The City shall maintain a Premium Stabilization Fund ("Fund"). The proceeds of the Fund shall not be comingled with any part of the City's general Operating Fund, but instead, the Fund shall be maintained for the exclusive benefit of the Program. The Fund shall be used to

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<sup>2</sup> The City and the Unions agree that the employer/employee split in percentage of premium rates for active employees is a mandatory subject of bargaining.

offset any fiscal year deficit from the self-insured medical and prescription drug plans. Any deficit or surplus calculation will be fully disclosed to the members of the HIC.

b. Any fiscal year surpluses attributable to the Program's self-insured coverage of currently enrolled active employees will be transferred to the Fund until the balance in the Fund equals two (2) months of medical and prescription drug active employees claims for the most recent completed plan year. The Director of Finance will report on the balance of the Fund within six (6) months of the close of the fiscal year to the members of the HIC. The Unions acknowledge that the calendar year report may not be the final audited report and may be subject to change upon completion of the final audited report.

c. When the Fund is equal or greater than the two (2) months of Program medical and prescription drug claims for current active employees for the most recent completed plan year, the City will not add margin as a factor in the pricing of premium equivalents for self-insured benefit plans. The Unions understand that the cost for pre-65 and pre-Medicare retired Employees and dependents are paid from the OPEB Trust Fund only.

8. **Disputes:** All disputes about the application or interpretation of the terms of this Agreement shall first be presented in writing to the HIC, and absent agreement, shall be referred, collectively by the participating employee organizations that are exclusive representatives under the Municipal Labor Relations Ordinance, and/or the City, for a decision by a neutral arbitrator who is a member of the National Academy of Arbitrators using the administrative processes of the American Arbitration Association. The fees and costs of the Association and of the selected neutral arbitrator shall be shared equally between the two (2) parties.

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

10. **Notice:** For all purposes, notice to the Union shall be sufficient if given to the Unions and to the City of Baltimore through correspondence, in writing, delivered by email addressed to the Director and Chief Human Capital Officer, Department of Human Resources, and the Labor Commissioner.

11. **Term:** This Agreement shall remain in effect through June 30, 2028, and until replaced by a successor agreement.

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MAYOR AND CITY COUNCIL  
OF BALTIMORE

By: Deborah F. Moore-Carter  
Deborah F. Moore-Carter

Date: 11-19-2025

City Union of Baltimore Local 800  
*Antoinette Ryan-Johnson*

By: \_\_\_\_\_  
Antoinette Ryan-Johnson, President

Date: 11/13/2025

AFSCME Maryland Council 3  
*Patrick Moran*

By: \_\_\_\_\_  
Patrick Moran, President

Date: 11/11/2025

Baltimore Fire Fighters, IAFF, Local  
734, AFL-CIO, CLC  
*Matthew Coster*

By: \_\_\_\_\_  
Matthew Coster, President

Date: 11/11/2025

Fraternal Order of Police, Lodge 3  
*Michael Mancuso*

By: \_\_\_\_\_  
Michael Mancuso, President

Date: 11/11/2025

Baltimore Fire Officers, IAFF, Local  
964, AFL-CIO, CLC  
*Joshua L. Fannon*

By: \_\_\_\_\_  
Joshua L. Fannon, President

Date: 11/11/2025

Managerial and Professional Society of Baltimore, Inc.  
*Nichelle Lashley*

By: \_\_\_\_\_  
Nichelle Lashley, President

Date: 11/13/2025

## ADDENDUM B: SALARY SCHEDULE

<b>FY26 - CUB Salary Range (Effective 7/1/25)</b>										
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2000	\$13,748	\$14,160	\$14,585	\$15,023	\$15,474	\$15,938	\$16,416	\$16,908	\$17,415	\$17,937
2002	\$38,736	\$39,899	\$41,096	\$42,328	\$43,599	\$44,907	\$46,254	\$47,642	\$49,071	\$50,543
2003	\$40,672	\$41,893	\$43,151	\$44,445	\$45,779	\$47,152	\$48,567	\$50,024	\$51,525	\$53,071
2004	\$43,264	\$44,562	\$45,898	\$47,276	\$48,695	\$50,156	\$51,661	\$53,211	\$54,807	\$56,451
2005	\$45,427	\$46,790	\$48,194	\$49,640	\$51,130	\$52,664	\$54,244	\$55,871	\$57,547	\$59,273
2006	\$47,699	\$49,130	\$50,603	\$52,123	\$53,685	\$55,296	\$56,955	\$58,664	\$60,424	\$62,237
2007	\$50,083	\$51,587	\$53,134	\$54,728	\$56,370	\$58,061	\$59,803	\$61,597	\$63,445	\$65,348
2008	\$52,589	\$54,165	\$55,791	\$57,464	\$59,188	\$60,964	\$62,793	\$64,677	\$66,617	\$68,616
2009	\$55,218	\$56,873	\$58,580	\$60,338	\$62,147	\$64,011	\$65,931	\$67,909	\$69,946	\$72,044
2010	\$57,978	\$59,717	\$61,510	\$63,355	\$65,255	\$67,213	\$69,229	\$71,306	\$73,445	\$75,648
2011	\$60,877	\$62,704	\$64,584	\$66,523	\$68,518	\$70,574	\$72,691	\$74,872	\$77,118	\$79,432
2012	\$63,922	\$65,839	\$67,814	\$69,848	\$71,944	\$74,102	\$76,325	\$78,615	\$80,973	\$83,402
2013	\$67,117	\$69,131	\$71,205	\$73,341	\$75,541	\$77,807	\$80,141	\$82,545	\$85,021	\$87,572
2014	\$70,472	\$72,587	\$74,765	\$77,008	\$79,318	\$81,698	\$84,149	\$86,673	\$89,273	\$91,951
2015	\$73,997	\$76,216	\$78,502	\$80,858	\$83,284	\$85,783	\$88,356	\$91,007	\$93,737	\$96,549
2016	\$77,696	\$80,028	\$82,427	\$84,901	\$87,448	\$90,071	\$92,773	\$95,556	\$98,423	\$101,376
2017	\$81,581	\$84,029	\$86,550	\$89,146	\$91,821	\$94,576	\$97,413	\$100,335	\$103,345	\$106,445
2018	\$85,660	\$88,230	\$90,878	\$93,603	\$96,412	\$99,305	\$102,284	\$105,352	\$108,512	\$111,767

**FY27 - CUB  
Salary Range  
(Effective 7/1/26)**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2000	\$14,023	\$14,443	\$14,877	\$15,323	\$15,783	\$16,257	\$16,744	\$17,246	\$17,763	\$18,296
2002	\$39,511	\$40,697	\$41,918	\$43,175	\$44,471	\$45,805	\$47,179	\$48,595	\$50,052	\$51,554
2003	\$41,485	\$42,731	\$44,014	\$45,334	\$46,695	\$48,095	\$49,538	\$51,024	\$52,556	\$54,132
2004	\$44,129	\$45,453	\$46,816	\$48,222	\$49,669	\$51,159	\$52,694	\$54,275	\$55,903	\$57,580
2005	\$46,336	\$47,726	\$49,158	\$50,633	\$52,153	\$53,717	\$55,329	\$56,988	\$58,698	\$60,458
2006	\$48,653	\$50,113	\$51,615	\$53,165	\$54,759	\$56,402	\$58,094	\$59,837	\$61,632	\$63,482
2007	\$51,085	\$52,619	\$54,197	\$55,823	\$57,497	\$59,222	\$60,999	\$62,829	\$64,714	\$66,655
2008	\$53,641	\$55,248	\$56,907	\$58,613	\$60,372	\$62,183	\$64,049	\$65,971	\$67,949	\$69,988
2009	\$56,322	\$58,010	\$59,752	\$61,545	\$63,390	\$65,291	\$67,250	\$69,267	\$71,345	\$73,485
2010	\$59,138	\$60,911	\$62,740	\$64,622	\$66,560	\$68,557	\$70,614	\$72,732	\$74,914	\$77,161
2011	\$62,095	\$63,958	\$65,876	\$67,853	\$69,888	\$71,985	\$74,145	\$76,369	\$78,660	\$81,021
2012	\$65,200	\$67,156	\$69,170	\$71,245	\$73,383	\$75,584	\$77,852	\$80,187	\$82,592	\$85,070
2013	\$68,459	\$70,514	\$72,629	\$74,808	\$77,052	\$79,363	\$81,744	\$84,196	\$86,721	\$89,323
2014	\$71,881	\$74,039	\$76,260	\$78,548	\$80,904	\$83,332	\$85,832	\$88,406	\$91,058	\$93,790
2015	\$75,477	\$77,740	\$80,072	\$82,475	\$84,950	\$87,499	\$90,123	\$92,827	\$95,612	\$98,480
2016	\$79,250	\$81,629	\$84,076	\$86,599	\$89,197	\$91,872	\$94,628	\$97,467	\$100,391	\$103,404
2017	\$83,213	\$85,710	\$88,281	\$90,929	\$93,657	\$96,468	\$99,361	\$102,342	\$105,412	\$108,574
2018	\$87,373	\$89,995	\$92,695	\$95,475	\$98,340	\$101,291	\$104,329	\$107,459	\$110,682	\$114,003

Grade	Step 11	Step 12	Step 13	Step 14	Step 15
2000	\$18,753	\$19,222	\$19,702	\$20,195	\$20,700
2002	\$52,843	\$54,164	\$55,519	\$56,907	\$58,330
2003	\$55,486	\$56,873	\$58,295	\$59,753	\$61,247
2004	\$59,019	\$60,495	\$62,008	\$63,558	\$65,147
2005	\$61,970	\$63,519	\$65,108	\$66,736	\$68,404
2006	\$65,069	\$66,696	\$68,363	\$70,073	\$71,824
2007	\$68,322	\$70,030	\$71,780	\$73,575	\$75,414
2008	\$71,738	\$73,531	\$75,369	\$77,253	\$79,184
2009	\$75,322	\$77,205	\$79,135	\$81,113	\$83,141
2010	\$79,090	\$81,067	\$83,093	\$85,171	\$87,301
2011	\$83,046	\$85,122	\$87,250	\$89,431	\$91,666
2012	\$87,197	\$89,376	\$91,611	\$93,901	\$96,249
2013	\$91,556	\$93,845	\$96,191	\$98,596	\$101,062
2014	\$96,135	\$98,538	\$101,001	\$103,527	\$106,115
2015	\$100,942	\$103,466	\$106,052	\$108,703	\$111,421
2016	\$105,988	\$108,638	\$111,354	\$114,138	\$116,992
2017	\$111,288	\$114,071	\$116,923	\$119,846	\$122,842
2018	\$116,853	\$119,774	\$122,769	\$125,838	\$128,984

**FY28 - CUB  
Salary Range  
(Effective 7/1/27)**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
2000	\$14,303	\$14,732	\$15,175	\$15,629	\$16,099	\$16,582	\$17,079	\$17,591	\$18,118	\$18,662	\$19,228	\$19,806	\$20,396
2002	\$40,301	\$41,511	\$42,756	\$44,039	\$45,360	\$46,721	\$48,123	\$49,567	\$51,053	\$52,585	\$53,900	\$55,247	\$56,629
2003	\$42,315	\$43,586	\$44,894	\$46,241	\$47,629	\$49,057	\$50,529	\$52,044	\$53,607	\$55,215	\$56,596	\$58,010	\$59,461
2004	\$45,012	\$46,362	\$47,752	\$49,186	\$50,662	\$52,182	\$53,748	\$55,361	\$57,021	\$58,732	\$60,199	\$61,705	\$63,248
2005	\$47,263	\$48,681	\$50,141	\$51,646	\$53,196	\$54,791	\$56,436	\$58,128	\$59,872	\$61,667	\$63,209	\$64,789	\$66,410
2006	\$49,626	\$51,115	\$52,647	\$54,228	\$55,854	\$57,530	\$59,256	\$61,034	\$62,865	\$64,752	\$66,370	\$68,030	\$69,730
2007	\$52,107	\$53,671	\$55,281	\$56,939	\$58,647	\$60,406	\$62,219	\$64,086	\$66,008	\$67,988	\$69,688	\$71,431	\$73,216
2008	\$54,714	\$56,353	\$58,045	\$59,785	\$61,579	\$63,427	\$65,330	\$67,290	\$69,308	\$71,388	\$73,173	\$75,002	\$76,876
2009	\$57,448	\$59,170	\$60,947	\$62,776	\$64,658	\$66,597	\$68,595	\$70,652	\$72,772	\$74,955	\$76,828	\$78,749	\$80,718
2010	\$60,321	\$62,129	\$63,995	\$65,914	\$67,891	\$69,928	\$72,026	\$74,187	\$76,412	\$78,704	\$80,672	\$82,688	\$84,755
2011	\$63,337	\$65,237	\$67,194	\$69,210	\$71,286	\$73,425	\$75,628	\$77,896	\$80,233	\$82,641	\$84,707	\$86,824	\$88,995
2012	\$66,504	\$68,499	\$70,553	\$72,670	\$74,851	\$77,096	\$79,409	\$81,791	\$84,244	\$86,771	\$88,941	\$91,164	\$93,443
2013	\$69,828	\$71,924	\$74,082	\$76,304	\$78,593	\$80,950	\$83,379	\$85,880	\$88,455	\$91,109	\$93,387	\$95,722	\$98,115
2014	\$73,319	\$75,520	\$77,785	\$80,119	\$82,522	\$84,999	\$87,549	\$90,174	\$92,879	\$95,666	\$98,058	\$100,509	\$103,021
2015	\$76,987	\$79,295	\$81,673	\$84,125	\$86,649	\$89,249	\$91,925	\$94,684	\$97,524	\$100,450	\$102,961	\$105,535	\$108,173
2016	\$80,835	\$83,262	\$85,758	\$88,331	\$90,981	\$93,709	\$96,521	\$99,416	\$102,399	\$105,472	\$108,108	\$110,811	\$113,581
2017	\$84,877	\$87,424	\$90,047	\$92,748	\$95,530	\$98,397	\$101,348	\$104,389	\$107,520	\$110,745	\$113,514	\$116,332	\$119,261
2018	\$89,120	\$91,795	\$94,549	\$97,385	\$100,307	\$103,317	\$106,416	\$109,608	\$112,896	\$116,283	\$119,190	\$122,169	\$125,224

Grade	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
2000	\$20,599	\$21,114	\$21,536	\$21,967	\$22,406	\$22,854	\$23,311	\$23,777	\$24,253	\$24,738	\$25,233	\$25,738
2002	\$58,045	\$59,497	\$60,687	\$61,901	\$63,139	\$64,402	\$65,690	\$67,004	\$68,344	\$69,711	\$71,105	\$72,527
2003	\$60,948	\$62,472	\$63,721	\$64,995	\$66,295	\$67,621	\$68,973	\$70,352	\$71,759	\$73,194	\$74,658	\$76,151
2004	\$64,829	\$66,450	\$67,779	\$69,135	\$70,518	\$71,928	\$73,367	\$74,834	\$76,331	\$77,858	\$79,415	\$81,003
2005	\$68,071	\$69,772	\$71,167	\$72,590	\$74,042	\$75,523	\$77,033	\$78,574	\$80,145	\$81,748	\$83,383	\$85,051
2006	\$71,474	\$73,260	\$74,725	\$76,220	\$77,744	\$79,299	\$80,885	\$82,503	\$84,153	\$85,836	\$87,553	\$89,304
2007	\$75,047	\$76,922	\$78,460	\$80,029	\$81,630	\$83,263	\$84,928	\$86,627	\$88,360	\$90,127	\$91,930	\$93,769
2008	\$78,798	\$80,768	\$82,383	\$84,031	\$85,712	\$87,426	\$89,175	\$90,959	\$92,778	\$94,634	\$96,527	\$98,458
2009	\$82,735	\$84,804	\$86,500	\$88,230	\$89,995	\$91,795	\$93,631	\$95,504	\$97,414	\$99,362	\$101,349	\$103,376
2010	\$86,874	\$89,047	\$90,828	\$92,645	\$94,498	\$96,388	\$98,316	\$100,282	\$102,288	\$104,334	\$106,421	\$108,549
2011	\$91,220	\$93,499	\$95,369	\$97,276	\$99,222	\$101,206	\$103,230	\$105,295	\$107,401	\$109,549	\$111,740	\$113,975
2012	\$95,779	\$98,174	\$100,137	\$102,140	\$104,183	\$106,267	\$108,392	\$110,560	\$112,771	\$115,026	\$117,327	\$119,674
2013	\$100,568	\$103,083	\$105,145	\$107,248	\$109,399	\$111,581	\$113,813	\$116,089	\$118,411	\$120,779	\$123,195	\$125,659
2014	\$105,598	\$108,237	\$110,402	\$112,610	\$114,862	\$117,159	\$119,502	\$121,892	\$124,330	\$126,817	\$129,353	\$131,940
2015	\$110,877	\$113,649	\$115,922	\$118,240	\$120,605	\$123,017	\$125,477	\$127,987	\$130,547	\$133,158	\$135,821	\$138,537
2016	\$116,421	\$119,332	\$121,719	\$124,153	\$126,636	\$129,169	\$131,752	\$134,387	\$137,075	\$139,817	\$142,613	\$145,465
2017	\$122,243	\$125,299	\$127,805	\$130,361	\$132,968	\$135,627	\$138,340	\$141,107	\$143,929	\$146,808	\$149,744	\$152,739
2018	\$128,355	\$131,564	\$134,195	\$136,879	\$139,617	\$142,409	\$145,257	\$148,162	\$151,125	\$154,148	\$157,231	\$160,376

**ADDENDUM C: Authorization for Deduction of Voluntary Political Education Contributions**

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

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

"I hereby authorize the City of Baltimore to deduct from my salary the bi-weekly sum of \$ \_\_\_\_\_ and to forward that amount to the City Union of Baltimore Committee on Political Education. This authorization is signed freely and voluntarily and not out of any fear of reprisal, and with the understanding that the City of Baltimore Committee on Political Education is engaged in joint fund-raising efforts with the AFT and the AFL-CIO. This voluntary authorization shall remain in effect unless revoked by me at any time by notifying the City of Baltimore Commissioner of Labor in writing of my desire to do so."

(SIGNED) \_\_\_\_\_ (NAME)

\_\_\_\_\_ (ADDRESS)

\_\_\_\_\_ (WORK LOCATION)

NOTE: Contributions for the Committee on Political Education to CUB are not deductible as charitable contributions for federal income tax purposes.

## ADDENDUM D: Contracting Out

CITY OF BALTIMORE

BRANDON M. SCOTT,

Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP

Labor Commissioner

417 E. Fayette Street, Suite 1203

Baltimore, Maryland 21202

410-396-4365

### ADDENDUM D: CONTRACTING OUT

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

## ADDENDUM E: Inclement Weather Designation of Employees

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM E: INCLEMENT WEATHER DESIGNATION OF EMPLOYEES

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

## ADDENDUM F: Temporary Employees

CITY OF BALTIMORE

BRANDON M. SCOTT,

Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP

Labor Commissioner

417 E. Fayette Street, Suite 1203

Baltimore, Maryland 21202

410-396-4365

### ADDENDUM F: TEMPORARY EMPLOYEES

February 27, 2020

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

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

Deborah F. Moore-Carter

Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

## ADDENDUM G: Out of Title

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM G: OUT-OF-TITLE

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

## ADDENDUM H: Uniforms and Clothing

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM H: UNIFORMS AND CLOTHING

February 27, 2020

Antoinette Ryan-Johnson, President  
City Union of Baltimore  
2117 N. Howard Street  
Baltimore, MD 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  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

cc: Nick Fontanez, DOT, Chief of Human Resources\

## ADDENDUM I: Police Department Committee

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM I: POLICE DEPARTMENT COMMITTEE

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

A handwritten signature in blue ink that reads "Antoinette Ryan-Johnson".  
Antoinette Ryan-Johnson, President Date

cc: Michael Harrison, Police Commissioner

## ADDENDUM J: 1+1 Final Agreement

CITY OF BALTIMORE

BRANDON M. SCOTT  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM J: 1+1 FINAL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to amend Article 23 Holidays:

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

Add the following to amend Article 23, Holidays:

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

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

## ADDENDUM K: CUB Unrepresented Positions

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM K: CUB UNREPRESENTED POSITIONS

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

## ADDENDUM L: Additional Agreements

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM L: ADDITIONAL AGREEMENTS

February 27, 2020

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

Sincerely,



Deborah F. Moore-Carter  
Labor Commissioner

Accepted for CUB:



Antoinette Ryan Johnson, President Date

## ADDENDUM M: Essential Personnel/ Emergency Conditions Committee

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM M: ESSENTIAL PERSONNEL / EMERGENCY CONDITIONS COMMITTEE

February 27, 2020

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

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

A handwritten signature in blue ink that reads "Antoinette Ryan Johnson".

Antoinette Ryan Johnson, President/Date

## ADDENDUM N: Article 21 Sick Leave

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM N: ARTICLE 21 SICK LEAVE

February 27, 2020

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

RE: ARTICLE 21 SICK & SAFE LEAVE

Dear Ms. Ryan-Johnson:

The parties have agreed that employees have the discretion to elect Sick & Safe Leave (S&SL), Sick Leave (SL) or X day as they determine appropriate, and the Employer shall not mandate which option the employee must elect under any circumstance.

In addition, the Employer shall provide the Union with a detailed calculation for S&SL and SL accrual for:

- a. Crossing Guards
- b. 10-month employees
- c. Part-time employees

Sincerely,

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

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

A handwritten signature in blue ink that reads "Antoinette Ryan-Johnson".  
Antoinette Ryan-Johnson, President

## ADDENDUM O: Sick Bank

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM O: SICK BANK

February 27, 2020

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

RE: SICK BANK

Dear Ms. Ryan-Johnson:

The parties have agreed to restore the Sick Bank Committee to full strength, and direct the committee to develop written policies, procedures and guidelines intended to improve and professionalize the functional operation of the Sick Bank and related leaves granted under the program.

Additional issues to be addressed by the committee:

- a. Tighter more precise rules and regulations designed to accomplish the original intent of sick bank leave to protect employees by providing them, where possible, sufficient time to maintain such employee in pay status, to preserve continuation of health care benefit coverage to the extent of the leave granted.
- b. Established guidelines for decision making and leave grants.
  1. Establish maximum limits on the number of hours granted per pay period not to exceed a number required to maintain in-pay status
- c. Establish a review process by qualified Independent Medical Examiner to participate in the determination of eligibility for sick bank grants.
- d. Establish rules and regulations designed to minimize abuse.

Sincerely,

Handwritten signature of Deborah F. Moore-Carter in blue ink.

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Handwritten signature of Antoinette Ryan-Johnson in blue ink.

Antoinette Ryan-Johnson, President, Date

# ADDENDUM PI: CUB Classification Listing for Job Codes 33330 and 33335

CITY OF BALTIMORE

BRANDON M. SCOTT,

Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP

Labor Commissioner

417 E. Fayette Street, Suite 1203

Baltimore, Maryland 21202

410-396-4365

## ADDENDUM PI: CUB CLASSIFICATION LISTING FOR JOB CODES 33330 AND 33335

August 10, 2022

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

RE: EMERGENCY DISPATCHER AND EMERGENCY DISPATCHER SUPERVISOR

Dear Ms. Ryan-Johnson:

The parties have agreed that:

- a) Effective July 1, 2022, the Grade for Emergency Dispatcher (Job Code 33330) shall be changed from 87 to 88.
- b) Effective July 1, 2022, the Grade for Emergency Dispatcher Supervisor (Job Code 33335) shall be changed from 89 to 90.
- c) Each active employee in the above classifications who is on payroll and in pay status as of the date that this Agreement is noted by the Board of Estimates shall receive a lump sum payment equal to the amount of retroactive pay the employee would if the grade change had been implemented effective July 1, 2021, less applicable withholdings.

Sincerely,

Handwritten signature of Deborah F. Moore-Carter in blue ink.

Deborah F. Moore-Carter  
Labor Commissioner

Please accept this Side Letter as compliance with our understanding.

Handwritten signature of Antoinette Ryan-Johnson in blue ink, dated 22 Aug 22.

Antoinette Ryan-Johnson, President Date

**ADDENDUM PII: Classification Listing**

<b>Job Code</b>	<b>Job Profile Name</b>	<b>Grade</b>
82190	Crossing Guard	2000
82190	Crossing Guard	2000
53707	Coin Collection Worker	2002
61392	Medical Office Assistant, 10-month	2002
42911	WWW Inspector Trainee	2002
53707	Coin Collection Worker	2002
61392	Medical Office Assistant, 10-month	2002
42911	WWW Inspector Trainee	2002
82121	Associate Teacher Preschool	2003
52541	Bindery Worker I	2003
34211	Cashier I	2003
72511	Civil Engineering Drafting Technician I	2003
62425	Dental Assistant Board Qualified	2003
62721	Emergency Medical Aide	2003
81331	Geriatric Day Care Aide	2003
61391	Medical Office Assistant, 12-month	2003
33211	Office Support Specialist I	2003
33371	Radio Dispatcher I	2003
33561	Storekeeper I	2003
53321	Traffic Maintenance Worker I	2003
82191	Transportation Safety Instructor I	2003
42997	Vehicle Processor	2003
33234	WWW Office Support Specialist I	2003
33376	WWW Radio Dispatcher I	2003
33569	WWW Storekeeper I	2003
82121	Associate Teacher Preschool	2003
52541	Bindery Worker I	2003
34211	Cashier I	2003
72511	Civil Engineering Drafting Technician I	2003
62425	Dental Assistant Board Qualified	2003
62721	Emergency Medical Aide	2003
81331	Geriatric Day Care Aide	2003
61391	Medical Office Assistant, 12-month	2003
33211	Office Support Specialist I	2003

33371	Radio Dispatcher I	2003
33561	Storekeeper I	2003
53321	Traffic Maintenance Worker I	2003
82191	Transportation Safety Instructor I	2003
42997	Vehicle Processor	2003
33234	WWW Office Support Specialist I	2003
33376	WWW Radio Dispatcher I	2003
33569	WWW Storekeeper I	2003
2419	Office Support Specialist I (non-civil)	2003
34131	Accounting Assistant I	2004
52542	Bindery Worker II	2004
34253	Collections Representative I	2004
33319	Communications Assistant	2004
41179	Community Service Officer	2004
33837	Crime Records Technician	2004
34263	Customer Care Analyst I	2004
33113	Data Entry Operator III	2004
71141	Fingerprint Technician	2004
52551	Graphic Print Operator	2004
33681	HR Assistant I	2004
42912	License and Right of Way Inspector	2004
42998	License Inspections Collections	2004
33663	Medical Claims Examiner	2004
61411	Medical Records Technician	2004
33212	Office Support Specialist II	2004
41526	Park Ranger I	2004
41611	Parking Control Agent	2004
33294	Permits and Records Technician I	2004
33831	Police Report Reviewer	2004
81322	Program Assistant I	2004
33501	Purchasing Assistant	2004
83113	Recreation Leader II, Elder	2004
53371	Sign Fabricator I	2004
41613	Special Traffic Enforcement Officer	2004
33562	Storekeeper II	2004
33563	Storekeeper II, Auto Parts	2004
72612	Survey Technician II	2004

33341	Towing Services Representative I	2004
53322	Traffic Maintenance Worker II	2004
53411	Traffic Signal Installer I	2004
33673	Training Assistant	2004
82194	Transportation Safety Instructor II	2004
52593	Whiteprint Machine Operator	2004
34270	WWW Customer Care Analyst I	2004
33117	WWW Data Entry Operator	2004
33235	WWW Office Support Specialist II	2004
53821	WWW Scale Attendant	2004
33570	WWW Storekeeper II	2004
42129	Housing Inspector Apprentice	2004
34131	Accounting Assistant I	2004
52542	Bindery Worker II	2004
34253	Collections Representative I	2004
33319	Communications Assistant	2004
41179	Community Service Officer	2004
33837	Crime Records Technician	2004
34263	Customer Care Analyst I	2004
33113	Data Entry Operator III	2004
71141	Fingerprint Technician	2004
52551	Graphic Print Operator	2004
33681	HR Assistant I	2004
42912	License and Right of Way Inspector	2004
42998	License Inspections Collections	2004
33663	Medical Claims Examiner	2004
61411	Medical Records Technician	2004
33212	Office Support Specialist II	2004
41526	Park Ranger I	2004
41611	Parking Control Agent	2004
33294	Permits and Records Technician I	2004
33831	Police Report Reviewer	2004
81322	Program Assistant I	2004
33501	Purchasing Assistant	2004
83113	Recreation Leader II, Elder	2004
53371	Sign Fabricator I	2004
41613	Special Traffic Enforcement Officer	2004

33562	Storekeeper II	2004
33563	Storekeeper II, Auto Parts	2004
72612	Survey Technician II	2004
33341	Towing Services Representative I	2004
53322	Traffic Maintenance Worker II	2004
53411	Traffic Signal Installer I	2004
33673	Training Assistant	2004
82194	Transportation Safety Instructor II	2004
52593	Whiteprint Machine Operator	2004
34270	WWW Customer Care Analyst I	2004
33117	WWW Data Entry Operator	2004
33235	WWW Office Support Specialist II	2004
53821	WWW Scale Attendant	2004
33570	WWW Storekeeper II	2004
34132	Accounting Assistant II	2005
52543	Bindery Worker III	2005
34212	Cashier II	2005
72512	Civil Engineering Drafting Technician II	2005
34254	Collections Representative II	2005
33119	Control System Operator	2005
33216	Crime Laboratory Assistant	2005
34264	Customer Care Analyst II	2005
42231	Inspection Associate I	2005
81230	Lactation Technician	2005
33202	Liquor Board Office Assistant II	2005
42241	Materials Inspector	2005
81231	Nutrition Technician	2005
33295	Permits and Records Technician II	2005
33372	Radio Dispatcher II	2005
53372	Sign Fabricator II	2005
34293	Tax Transfer Clerk I	2005
33342	Towing Services Representative II	2005
52631	Traffic Electronics Maintenance Technician I	2005
42412	Traffic Investigator II	2005
41626	Transportation Enforcement Officer I	2005
42996	Vehicle Identification Inspector	2005
34271	WWW Customer Care Analyst II	2005

33377	WWW Radio Dispatcher II	2005
34310	WWW Utility Meter Technician I	2005
34132	Accounting Assistant II	2005
52543	Bindery Worker III	2005
34212	Cashier II	2005
72512	Civil Engineering Drafting Technician II	2005
34254	Collections Representative II	2005
33119	Control System Operator	2005
33216	Crime Laboratory Assistant	2005
34264	Customer Care Analyst II	2005
42231	Inspection Associate I	2005
81230	Lactation Technician	2005
33202	Liquor Board Office Assistant II	2005
42241	Materials Inspector	2005
81231	Nutrition Technician	2005
33295	Permits and Records Technician II	2005
33372	Radio Dispatcher II	2005
53372	Sign Fabricator II	2005
34293	Tax Transfer Clerk I	2005
33342	Towing Services Representative II	2005
52631	Traffic Electronics Maintenance Technician I	2005
42412	Traffic Investigator II	2005
41626	Transportation Enforcement Officer I	2005
42996	Vehicle Identification Inspector	2005
34271	WWW Customer Care Analyst II	2005
33377	WWW Radio Dispatcher II	2005
34310	WWW Utility Meter Technician I	2005
34133	Accounting Assistant III	2006
33361	Call Center Agent I	2006
34215	Cashier Supervisor I	2006
82195	Crossing Guard Supervisor I	2006
34265	Customer Care Analyst III	2006
33683	HR Assistant II	2006
54463	Impoundment Services Supervisor	2006
81380	Information & Referral Worker	2006
42232	Inspection Associate II	2006
32932	Legal Assistant I	2006

75311	Loan Processor	2006
71491	Naturalist	2006
33213	Office Support Specialist III	2006
41527	Park Enforcement Officer II	2006
41612	Parking Control Agent II	2006
33382	Police Information Lead Technician	2006
33381	Police Information Technician	2006
81323	Program Assistant II	2006
31500	Program Compliance Assistant	2006
83112	Recreation Leader II	2006
83120	Recreation Program Assistant	2006
42981	Recycling Program Associate	2006
33232	Secretary II	2006
81171	Social Services Coordinator	2006
34294	Tax Transfer Clerk II	2006
53325	Traffic Maintenance Worker Supervisor	2006
53412	Traffic Signal Installer II	2006
41627	Transportation Enforcement Officer II	2006
34313	Utility Meter Technician II	2006
32472	WWW Customer Care Analyst III	2006
33236	WWW Office Support Specialist III	2006
33238	WWW Secretary II	2006
42311	WWW Sewerline Video Inspection Technician	2006
34309	WWW Utility Meter Technician II DPW	2006
42612	Zoning Examiner I	2006
34133	Accounting Assistant III	2006
33361	Call Center Agent I	2006
34215	Cashier Supervisor I	2006
82195	Crossing Guard Supervisor I	2006
34265	Customer Care Analyst III	2006
33683	HR Assistant II	2006
54463	Impoundment Services Supervisor	2006
81380	Information & Referral Worker	2006
42232	Inspection Associate II	2006
32932	Legal Assistant I	2006
75311	Loan Processor	2006
71491	Naturalist	2006

33213	Office Support Specialist III	2006
41527	Park Enforcement Officer II	2006
41612	Parking Control Agent II	2006
33381	Police Information Technician	2006
83115	Aquatic Center Leader	2007
33362	Call Center Agent II	2007
34255	Collections Representative Supervisor	2007
34241	Collections Supervisor I	2007
34242	Collections Supervisor II	2007
33120	Control System Lead Operator	2007
82196	Crossing Guard Supervisor II	2007
71146	Fingerprint Technician Supervisor	2007
53692	Greenhouse Supervisor	2007
42999	License Inspections II, Collections	2007
42941	Liquor Board Inspector I	2007
33241	Medical Claims Processor I	2007
33834	Police Report Reviewer Supervisor	2007
33411	Public Information Officer I	2007
34599	Statistical Traffic Analyst	2007
33565	Stores Supervisor I	2007
33564	Stores Supervisor I, Auto Parts	2007
72613	Survey Technician III	2007
42413	Traffic Investigator III	2007
53413	Traffic Signal Installer III	2007
34314	Utility Meter Technician III	2007
33378	WWW Radio Dispatcher Supervisor	2007
33571	WWW Stores Supervisor I	2007
34324	WWW Utility Meter Technician III DPW	2007
33382	Police Information Lead Technician	2007
33351	911 Operator	2008
31100	Administrative Coordinator	2008
41413	Animal Control Investigator	2008
41415	Animal Enforcement Officer Supervisor	2008
33365	Call Center Supervisor	2008
33132	Computer Operator III	2008
72411	Contract Administrator I	2008
33330	Emergency Dispatcher	2008

34258	Liens Process Supervisor	2008
33215	Office Supervisor	2008
53621	Park Maintenance Supervisor	2008
52285	Pipefitter Supervisor	2008
52591	Printing Planner Estimator II	2008
31501	Program Compliance Officer I	2008
42211	Public Works Inspector I	2008
83211	Recreation Center Director I	2008
33233	Secretary III	2008
52985	Supervisor of Board Ground Maintenance	2008
33741	Title Records Assistant	2008
72721	Transportation Associate I	2008
53655	Tree Service Supervisor I	2008
31125	WWW Administrative Coordinator	2008
34274	WWW Customer Care Analyst Supervisor I	2008
53678	WWW Grounds Maintenance Supervisor	2008
33218	WWW Office Supervisor	2008
31505	WWW Program Compliance Officer I	2008
42214	WWW Public Works Inspector I	2008
33352	911 Lead Operator	2009
34141	Accountant I	2009
31311	Administrative Analyst I	2009
53622	Assistant Park District Manager	2009
53353	Assistant Superintendent, Traffic Signs and Markings	2009
34113	Auditor Trainee	2009
52117	Automotive Service Writer	2009
52991	Building Maintenance General Supervisor	2009
53115	Building Repairer Supervisor	2009
42325	Cable Inspection Supervisor	2009
72515	Civil Engineering Draft Supervisor	2009
42931	Code Enforcement Investigator I	2009
33320	Communications Analyst I	2009
61251	Community Health Educator I	2009
33133	Computer Operator IV	2009
53555	Conduit Maintenance Supervisor Officer I	2009
42263	Construction Building Inspector I, DGS	2009

42273	Construction Electrical Inspector I, DGS	2009
42283	Construction Mechanical Inspector I, DGS	2009
72417	Contract Processing Supervisor	2009
33105	Control System Operator Supervisor	2009
71130	Crime Laboratory Technician I	2009
34266	Customer Care Analyst Supervisor I	2009
53690	Dock Master	2009
33686	Employee Benefits Specialist II	2009
72711	Engineering Associate I	2009
42511	Environmental Sanitarian I	2009
42992	Environmental Technician	2009
52995	Events Manager	2009
34421	Fiscal Technician	2009
52162	Fleet Quality Control Analyst	2009
71263	Fuel Technician Specialist	2009
33189	GIS Technician	2009
73112	Graphic Artist II	2009
42132	Housing Inspector	2009
75313	Housing Rehabilitation Technician II	2009
33676	HR Generalist I	2009
42235	Inspection Associate Supervisor	2009
32933	Legal Assistant II	2009
42942	Liquor Board Inspector II	2009
75310	Loan Servicing Officer	2009
33391	Mailing Supervisor	2009
52553	Offset Press Operator II	2009
41528	Park Enforcement Supervisor	2009
53222	Public Building Manager	2009
52422	Radio Maintenance Technician II	2009
33711	Real Estate Agent I	2009
83212	Recreation Center Director II	2009
34218	Remittance Supervisor	2009
81172	Senior Social Services Coordinator	2009
81151	Social Program Administrator I	2009
81111	Social Work Associate II	2009
81112	Social Worker I, LGSW	2009
53815	Solid Waste Supervisor	2009

52632	Traffic Electronics Maintenance Technician II	2009
31992	Traffic Safety Assistant	2009
41628	Transportation Enforcement Supervisor I	2009
31346	WWW Administrative Analyst I	2009
52992	WWW Building Maintenance General Supervisor	2009
72141	WWW Engineering Associate I	2009
34422	WWW Fiscal Technician	2009
73116	WWW Graphic Artist II	2009
71211	WWW Pollution Control Analyst I	2009
34319	WWW Utility Meter Technician Supervisor	2009
53691	WWW Watershed Maintenance Supervisor	2009
42613	Zoning Examiner II	2009
33321	Communications Analyst II	2010
33355	911 Operator Supervisor	2010
53221	Building Operations Supervisor	2010
52245	Carpenter Supervisor	2010
33839	Central Records Shift Supervisor	2010
33315	Communications Services Supervisor	2010
61252	Community Health Educator II	2010
33622	Compensation Analyst I	2010
42261	Construction Building Inspector I	2010
42271	Construction Electrical Inspector I	2010
42281	Construction Mechanical Inspector I	2010
52555	Copy Center Supervisor	2010
34267	Customer Care Analyst Supervisor II	2010
52514	Desktop Publishing Coordinator	2010
33188	Document Imaging Manager	2010
33335	Emergency Dispatch Supervisor	2010
52994	Events Specialist	2010
62723	Field Health Services Supervisor	2010
42133	Housing Inspector Senior	2010
31420	Liaison Officer I	2010
52225	Mason Supervisor	2010
33242	Medical Claims Processor II	2010
52275	Painter Supervisor	2010
84241	Paralegal	2010

33128	PC Support Technician II	2010
33293	Permits and Records Supervisor	2010
72625	Plats and Records Supervisor	2010
33587	Procurement Officer I	2010
33523	Procurement Specialist I	2010
33412	Public Information Officer II	2010
42212	Public Works Inspector II	2010
83216	Recreation Inclusion Specialist	2010
33674	Recruitment & Talent Acquisition Specialist I	2010
34511	Research Analyst I	2010
33641	Safety Enforcement Officer I	2010
72614	Survey Technician IV	2010
41629	Transportation Enforcement Supervisor II	2010
53656	Tree Service Supervisor II	2010
52248	WWW Carpenter Supervisor	2010
34275	WWW Customer Care Analyst Supervisor II	2010
52622	WWW Instrumentation Technician II	2010
31245	WWW Liaison Officer I	2010
52228	WWW Mason Supervisor	2010
54445	WWW Motor Pool Supervisor	2010
52263	WWW Painter Supervisor	2010
42215	WWW Public Works Inspector II	2010
53515	WWW Utilities Installer Repairer Supervisor I	2010
83215	Aquatic Center Director	2011
34110	Auditor I	2011
52155	Automotive Body Shop Supervisor	2011
71521	Chemist I	2011
81442	Community Coordinator	2011
61253	Community Health Educator III	2011
53556	Conduit Maintenance Supervisor Officer II	2011
72412	Contract Administrator II	2011
71131	Crime Laboratory Technician II	2011
52215	Electrical Mechanic Supervisor	2011
53425	Electrical Mechanic Supervisor, Street Lighting	2011
72712	Engineering Associate II	2011
42512	Environmental Sanitarian II	2011
73115	Graphic Artist Supervisor	2011

53331	Highway Maintenance Supervisor	2011
81234	Nutrition Technician Supervisor	2011
34259	Property Transfer Supervisor	2011
42561	Public Health Representative II	2011
83210	Recreation Center Director III	2011
83121	Recreation Programmer	2011
81243	Registered Dietitian	2011
53415	Traffic Signal Maintenance Supervisor	2011
72722	Transportation Associate II	2011
71515	WWW Chemist I	2011
72414	WWW Contract Administrator II	2011
72142	WWW Engineering Associate II	2011
71531	WWW Microbiologist I	2011
71212	WWW Pollution Control Analyst II	2011
54335	WWW Technician Supervisor I Pumping	2011
54334	WWW Technician Supervisor I Sanitary	2011
53562	WWW Utility Investigator	2011
33144	Analyst/Programmer II	2012
52115	Automotive Maintenance Supervisor I	2012
42933	Code Enforcement Investigator II	2012
42262	Construction Building Inspector II	2012
42264	Construction Building Inspector II, DGS	2012
42272	Construction Electrical Inspector II	2012
42274	Construction Electrical Inspector II, DGS	2012
42282	Construction Mechanical Inspector II	2012
42284	Construction Mechanical Inspector II, DGS	2012
72416	Contract Administrator Supervisor	2012
54215	Heating and Air Conditioning Technician Supervisor I	2012
75314	Housing Rehabilitation Technician III	2012
32935	Legal Assistant Supervisor	2012
31422	Liaison Officer II	2012
34140	Liquor Board Accountant	2012
83342	Media Producer Director I	2012
42562	Public Health Representative III	2012
42213	Public Works Inspector III	2012
33642	Safety Enforcement Officer II	2012

81113	Social Worker II	2012
72641	Survey Computation Analyst	2012
34439	Treasury Assistant	2012
71411	Urban Forester	2012
54355	WWW Electrical Maintenance Technician Supervisor I	2012
54221	WWW Heating and Air Conditioning Technician Supervisor I	2012
34123	WWW Liaison Officer II	2012
54365	WWW Mechanical Maintenance Technician Supervisor I	2012
54354	WWW Plant Coordinator	2012
42216	WWW Public Works Inspector III	2012
54315	WWW Treatment Technician Supervisor	2012
53516	WWW Utilities Installer Repairer Supervisor II	2012
71441	Assistant Chief, Horticulturist	2013
72492	Building Project Coordinator	2013
61167	Case Management Supervisor	2013
72713	Engineering Associate III	2013
42944	Liquor Board Inspector III	2013
33643	Safety Enforcement Officer III	2013
72723	Transportation Associate III	2013
72143	WWW Engineering Associate III	2013
71213	WWW Pollution Control Analyst III	2013
54336	WWW Technician Supervisor II Pumping	2013
54338	WWW Technician Supervisor II Sanitary	2013
53565	WWW Utility Investigator Supervisor	2013
71522	Chemist II	2014
71111	Forensic Scientist I	2014
71516	WWW Chemist II	2014
71532	WWW Microbiologist II	2014
54320	WWW Pumping Technician Supervisor	2014
72724	Plans & Inspections Supervisor	2015
71523	Chemist III	2016
72715	Engineering Associate Supervisor	2016
71517	WWW Chemist III	2016
72717	WWW Engineering Associate Supervisor	2016

52723	Avionics Technician/Airframe & Power Plant Mechanic	2017
52722	Aviation Mechanic Inspector - Airframe and Powerplant	2018
52721	Aviation Mechanic, Air and Powerplant	2018

## ADDENDUM Q: Traffic Enforcement Officer (TEO) Bonus Incentive Program

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayer



OFFICE OF THE LABOR COMMISSIONER

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

### ADDENDUM Q: SIDE LETTER UPDATE – TRAFFIC ENFORCEMENT OFFICER (TEO) BONUS INCENTIVE PROGRAM

June 3, 2022

**SENT VIA EMAIL**

Antoinette Ryan-Johnson, President  
City Union of Baltimore (CUB)  
2117 North Howard Street  
Baltimore, MD 21218

RE: Side Letter Update - Traffic Enforcement Officer (TEO) Bonus Incentive Program

Dear Ms. Johnson:

An additional event has been added to the City's special events Side Letter regarding Traffic Enforcement Officers (TEO's) Bonus Incentive Program. The updated event\* has been added below:

- 1) Opening Day (Orioles)
- 2) Preakness Stakes
- 3) Independence Day (July 4<sup>th</sup>)
- \* 4) Maryland Cycling Event (Sunday before Labor Day)
- 5) Baltimore Running Festival
- 6) New Year's Eve Celebration

CUB has been supportive of the Department of Transportation's (DOT) efforts to encourage TEO's to report for overtime assignments. As a result, the TEO's report to the assignments as scheduled.

DOT management will review the overtime list to determine which of the six (6) events each TEO works. The piloted bonus program will work as follows:

Number of Events	Bonus Amount
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600

*Normal payroll deductions, i.e. taxes, will be deducted.*

Please sign and date this letter as compliance with your understanding.

Sincerely,



Deborah F. Moore-Carter Labor  
Commissioner

Acceptance for the City Union of Baltimore, Inc. (CUB):

Antoinette M. Ryan-Johnson 07/15/2022

Antoinette Ryan-Johnson, President, CUB / Date:

cc: Steve Sharkey, DOT  
Marshall Goodwin, DOT  
Nick Fontanez, DOT  
Maxine Holmes, CUB  
Veronica P. Jones, OLC  
Yvette Brown, OLC

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## ADDENDUM R: Workday-Related Payroll Matters

CITY OF BALTIMORE

BRANDON H. COOTE, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH E. MOORE-CARTER, SPHR, SHRM-SCP  
Labor Commissioner  
417 E. Fayette Street, Suite 1203  
Baltimore, Maryland 21202  
410.366.4365

October 26, 2023

### VIA ELECTRONIC MAIL

Antoinette Ryan-Johnson, President  
City Union of Baltimore, Local 800, AFT, AFL-CIO  
2117 N. Howard Street  
Baltimore, Maryland 21218

**RE:** In the Matter of City Union of Baltimore and Mayor and City Council of Baltimore:  
Workday

Dear President Ryan-Johnson,

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

1. For each underpayment in excess of \$50.00 an employee incurred as a direct result of an administrative mistake caused by processing performed by Workday in the Workday system, the City will reimburse the employee for the amount of the verifiable financial penalties in an amount up to \$500.00 provided the employee (a) notifies the Agency's Human Resources Office/ Fiscal Office concerning the payroll mistake, and (b) produces supporting documentation (e.g., late fee notice, bank statement, interest charge on written statement) to the Agency's Human Resources Office/ Fiscal Office for the error that the City confirms.
2. Employees seeking reimbursement under this section must provide notice of the payroll error within two (2) pay periods of the mistake and supporting documentation within sixty (60) days after reporting the mistake.
3. The respective Agency will process the reimbursement request within two (2) pay periods of document submission. The monies employees receive for reimbursement under the pilot program will be considered taxable income.
4. For any grievance under this Side letter involving a claim of \$1,000.00 or less, the arbitration procedure will be limited to Expedited Arbitration pursuant to the Article 8 of the MOU. The Union will seek to process any grievances involving similar claims (of individual amounts at or below the above amount) under this Side letter as a group grievance pursuant to the Expedited Arbitration Rules of Article 8.

5. Effective July 1, 2023, the Employer shall arrange online training or an annual one-day "Workday Workshop" for employees having difficulty with the system or seeking refresher training. Employees seeking assistance at such Workshop shall sign up in advance to attend the Workshop on a form provided by the Employer, or other method of notification as determined by the Employer. The Workshop shall be conducted by a person having knowledge of the Workday System and shall include an overview of the Workday System, a review of employee data entry requirements, and a Q&A session to address individual difficulties attendees are facing.
6. Consistent with applicable law, whenever payroll adjustments are made to correct payroll errors, or in cases of retroactive pay adjustments, and other similar matters, such adjustments shall be accompanied by a paystub that identifies the breakdown of such payment into appropriate pay categories, including without limitation: hourly rate, the number of hours at RSTHR, overtime rate and number of hours at the overtime rate, leave pay (vacation, sick, personal, etc.), and pay period covered, and a detail of all deductions and the related reason for the deduction.

Sincerely,



Deborah F. Moore Carter  
Labor Commissioner

Please accept this Side Letter as a memorialization of our understanding.



Antoinette Ryan-Johnson, President, CUB / Date

cc: Simone C. Johnson, Deputy Chief Administrative Officer, Mayor's Office  
Gary Gilkey, Chief of Labor Personnel & Employment, LAW  
Veronica P. Jones, Deputy Labor Commissioner, OLC  
Yvette Brown, Director of Employee & Labor Relations, OLC

## ADDENDUM S: SENIORITY

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

March 30, 2026

VIA ELECTRONIC MAIL

Antoinette Ryan-Johnson, President  
City Union of Baltimore Local 800, AFT, AFL-CIO  
2117 N. Howard Street  
Baltimore, Maryland 21218

RE: In the Matter of City Union of Baltimore and Mayor and City Council of Baltimore:  
Article 25 – Seniority

Dear President Ryan-Johnson,

This Side Letter memorializes the understanding and accord between the City of Baltimore (“City”) and the City Union of Baltimore (“CUB”) with respect to Article 25—Seniority and remains in effect until both parties mutually agree to terminate this agreement after FY 2028.

The Parties acknowledge that Article 25 has been revised in the current MOU.

The Parties further agree that the most senior employee who applied for the promotional opportunity and was not selected may request a review meeting of the Agency’s selection decision. The employee must submit the request for review in writing to the agency’s HR Officer, or their designee, within ten (10) business days of receiving notice of non-selection. After receiving the agency HR Officer’s, or their designee, decision, the employee may seek in writing further review with the City’s Department of Human Resources within ten (10) business days of receiving the agency HR Officer’s, or their designee, response. This review procedure does not affect an employee’s ability to grieve a promotion decision.

Very truly yours,

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

Deborah F. Moore Carter

Labor Commissioner

Please accept this Side Letter as a memorialization of our understanding.

*Antoinette Ryan-Johnson*

4-1-2026

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Antoinette Ryan-Johnson, President, CUB / Date

cc:

Veronica P. Jones, Deputy Labor Commissioner, OLC

Yvette Brown, Director of Employee & Labor Relations, OLC