

MEMORANDUM OF UNDERSTANDING

between the

CITY OF BALTIMORE

and the

***AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES***

AFL-CIO, COUNCIL 3 & LOCAL 558

COMMUNITY HEALTH NURSES

and

NURSE PRACTITIONERS

Fiscal Years 2026-2028

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AND NURSE PRACTITIONERS

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Fiscal Years 2026-2028

This Memorandum of Understanding entered into as of the 1st day of July 2025, between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 3, Local 558 ("Union"). To the extent that implementation of these points requires action by the City Council and/or the Board of Estimates, 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

Sec. 1.1. - Intent

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operation of the City of Baltimore. In order to render the most efficient public service to its citizens, the Union and Employer agree that those goals can best be achieved through an orderly, constructive, and harmonious relationship between them. The parties hereto are in further accord that effective employee/management cooperation 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.

Sec. 1.2. - Usage of Feminine Pronoun

The Employer and the Union agree that in all instances in this Memorandum (except as noted) in which the feminine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

ARTICLE 2
Recognition

Sec. 2.1. - Recognition

The Employer recognizes the Union as the sole and the exclusive representative of all Registered Community Health Nurses and Nurse Practitioners employed by the City of Baltimore for whom the Union has been certified pursuant to the provisions of the Municipal Labor Relations Ordinance Baltimore City Code, 2000, Article 12, Sections 1 through 9.

Sec. 2.2. - Unit List

The Employer agrees to furnish a report* to Union on a monthly basis and electronically containing the following information for positions within the Union's jurisdiction:

- a. Name
- b. Service date (date of hire)
- c. Employee unique identifier number
- d. Job profile (position classification)
- e. Department
- f. Pay rate
- g. Longevity step (if applicable)
- h. Work site where the employee receives mail
- i. Work telephone number
- j. Work email address

- k. Home address
- l. Home/cell phone number
- m. Source of funding (if available)
- n. Union membership
- o. Dues deduction status
- p. Deduction for AFSCME People (in lump sum)
- q. Terminations
- r. Promotions out of the bargaining unit
- s. race
- t. gender

*The information may be provided in separate reports.

The Union understands that the City does not make any representation concerning the accuracy of Employee personal information provided by the Employees. The Union agrees that it will only use the information provided by the City to execute this MOU, and the Union shall be exclusively responsible for the protection and security of the information provided by the City. To the full extent permitted by law, the Union shall indemnify and save the City harmless from 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 City and/or for any improper disclosure for the purpose of complying with the provisions of this Section.

Sec. 2.3. - The Employer shall notify the Union of all changes in job classification or class specification thirty (30) days prior to the change. The Union, if it requests, shall have the opportunity to discuss such changes with the Employer prior to implementation.

Sec. 2.4. - New Employees

The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

ARTICLE 3
Check Off

Sec. 3.1. - P E O P L E. Deduction

The City agrees to deduct from the pay of each employee, from whom it receives an authorization to do so, the monthly amount authorized by the employee for the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). This voluntary authorization may be revoked at any time by notifying the Bureau of Central Payroll in writing of the desire to do so. A list of the employees from whom the deductions shall have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

Sec. 3.2. - Hold Harmless

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the Union.

ARTICLE 4
Discrimination

Sec. 4.1. - Discrimination Prohibited

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

Sec. 4.2. - Rights Guaranteed

The Employer and the Union agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Labor Relations Ordinance.

Sec. 4.3. - Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment and employment practices against a qualified individual with a disability. In accordance with this provision of ADA, the parties acknowledge the Employer's duty to provide reasonable accommodations to a disabled individual and the Employer shall take all actions necessary to comply with the Act.

ARTICLE 5
Management Rights

It is the exclusive right of the Employer to determine the mission of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and direction over its organization and operations. It is also the right of the Employer to direct its employees, to hire, promote, transfer, assign or retain employees in positions within an agency, and in that regard to establish reasonable work rules. It also retains the right to suspend, demote, discharge or take any other appropriate disciplinary action against its employees for just cause, and in accordance with the provisions of the City Charter relating to Civil Service, and other applicable laws, or to relieve its employees from duty in the event of lack of work, funds or for other legitimate reasons.

ARTICLE 6
Grievance and Arbitration Procedure

Sec. 6.1. - Grievance Defined

Subject to any limitations of existing law, any grievance defined in the Municipal Labor Relations Ordinance Section I-I(g) as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation of 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:

Step 1: Immediate Supervisor

The Union Representative with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days of the date of the grievance or her knowledge of its occurrence, but in no event more than thirty (30) days from the date of the 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: Written Appeal

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with a Union Representative and the aggrieved employee within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union representative(s) present at the hearing in writing on the said form within ten (10) calendar days thereafter. Grievance Report form attached as Addendum I.

In addition to stating the specific articles, sections and provisions of the Agreement allegedly violated, the Grievance Report form submitted by the Union shall state how the articles, sections and/or provisions were violated; the date(s) of the alleged violation(s); the date(s) the aggrieved employee(s) discussed the alleged violation(s) with his/her supervisor(s); how the employee(s) was adversely affected; and shall be accompanied by supporting documentation (i.e. Letter of Discipline). The Union shall be in no way impeded from submitting additional documents at a later date.

Additionally, grievances filed on behalf of a group of employees (Class Action) will be filed directly with the Department Head, within ten (10) work days after the employee had knowledge, or should have had knowledge, of the event which caused the grievance or complaint, by the Union. The Grievance Report form, for a Class Action grievance, must sufficiently define the Class by stating why the grievance is being filed as a Class Action, the common issue(s) among the Class members, and the names of the Class members (provided that the quarterly membership list is presently up to date, pursuant to Article 2, Recognition, Section 2.2).

The supervisor shall meet with and discuss the grievance with a Union Representative and the aggrieved employee within ten (10) work days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union representative(s) present at the hearing in writing, from the supervisor who heard the case, on the said form within ten (10) work days thereafter.

Step 3: Labor Commissioner

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head or her designee within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Department Head or Management representative designated by her and the Labor Commissioner meet with the Union Representative and the aggrieved employee to discuss the grievance. The Labor Commissioner shall respond in writing on the said form within fifteen (15) business days thereafter.

Step 4: Final & Binding Arbitration

If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Thereafter, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An arbitrator shall be chosen by alternately striking names from the list; last name remaining being the arbitrator chosen.

- (a) The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, City policy, or applicable State or local law.
- (b) The arbitrator shall confine himself to the precise question presented for arbitration and shall have no authority to determine any other question.
- (c) The arbitrator may hear or decide more than one (1) grievance if jointly requested by the parties.
- (d) The fee charged by any arbitrator for proceedings under this Agreement shall be equally divided between the Employer and the Union. The cost of expert witnesses or materials in preparation for, or used during, the arbitration proceeding shall be borne by the party presenting said witness or material.
- (e) Any award issued by an arbitrator shall be final and binding on the Union, the Mayor and City Council, the agency and the employee(s) aggrieved.

Sec. 6.2. - Time Limits

- (a) Time limits under this Article may be changed by mutual agreement.
- (b) If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.
- (c) In computing the time limits under this Article, the date the answer is received at the preceding step shall be counted.

Sec. 6.3. - Suspension and Reduction in Pay

- (a) The time period for filing a grievance under this Memorandum or an administrative appeal before the City's Civil Service Commission to contest any form of discipline shall not begin until after a conference is held, or in the case of a termination, after the pre-termination hearing is held, the final action is issued by the appointing authority and the employee(s) affected have received written notice of such action.
- (b) The rights of any employee who, on or after July 2, 2007, is discharged, reduced in pay or position or suspended for more than thirty (30) days shall be as prescribed in Article VII, Section 100 of the Baltimore City Charter (2006), as amended by City Council Resolution 06-017 (ratified November 7, 2006) and in Article 10, Paragraph 10.2.b of this Memorandum.

(c) Any employee, who is disciplined, including suspensions for less than 31 days, shall be permitted to grieve such discipline. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2000), Article 12, Section 3-2(3) (i), the discipline was for just cause, and, if not, what shall be the remedy.

Sec. 6.4. - Representation

(a) Representative of Choice: At any step of this procedure, the aggrieved shall be entitled to the representative of choice.

(b) Union Representation: In the presentation of grievances, representation of aggrieved employees by Union representatives shall be permitted at each step.

(c) Grievance Processing - Time Off with Pay: A recognized and accredited representative of the Union shall be granted reasonable time off without loss of pay during working hours, where practical, where the representative is engaged in processing a grievance under Article 6 of the Memorandum of Understanding. The aggrieved shall be granted reasonable time off during work hours without loss of pay while she is engaged in processing the grievance.

ARTICLE 7
Holidays

Sec. 7.1. - Holidays and Holiday Pay

(a) Leave with pay shall be granted for the following days referred to herein as holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Presidential and Congressional General Election Days
- Veterans Day
- Thanksgiving Day
- Christmas Day

(b) Holidays Falling on Weekends: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

(c) Holiday Pay Eligibility: To be eligible for holiday pay an employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

(d) Holiday Work - Premium Pay: In extenuating circumstances employees required to work on a holiday shall be paid at the rate of one and one-half times their regular pay in addition to their holiday pay.

(e) Holidays and make-up days for- 10-Month School Nurses: Holidays and make-up days for ten (10) month school nurses are those observed by the school system.

Sec. 7.2. - Holiday Exchange Provision

Ten-month employees may exchange two (2) days of sick leave per school year for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the employee's religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry-on their regular professional or business activities. The employee must request for usage of sick leave at least five (5) workdays in advance of the requested day(s) off. The usage of sick leave under this section shall not be counted as an occasion under the Employer's Attendance Standards Policy.

Sec. 7.3. - Voting Time

In the case of an election other than a Presidential or Congressional general election, the Employer shall, upon request, allow employees who are registered to vote up to two (2) hours leave with pay, if necessary for the purpose of voting.

ARTICLE 8 ***Leaves***

Sec. 8.1. - Vacation Leave & Accrual

(a) Vacation 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 more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1-1/4)

working days for each month of completed service or a total of fifteen (15) days per year.

(3) Employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1-1/2) working days for each month of completed service or a total of eighteen (18) days per year.

(4) Employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1-3/4) 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.

(6) For ten-month school nurses and nurse practitioners, vacation day benefits are considered the days schools are closed for students and teachers, excluding weekends, and payment for the days from the time school closes until the 216th work day from the date ten-month employees return to work.

Sec. 8.2. - Vacation Requests and Usage

(a) Vacation may be taken by employees entitled thereto subject to the approval of their supervisor which will not be unreasonably withheld. Request for vacation in Workday 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 to one (1) week or more.

The Supervisor or Designee shall respond in writing to the request within three (3) working days. Except in cases of emergency, request for leave of less than one (1) week is to be submitted one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desires of employees in requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations, and vacation shall be resolved on the basis of seniority. For the purpose of this Section, seniority shall be defined as the total length of service as a Community Health Nurse or Nurse Practitioner in the Baltimore City Health Department. For School Health employees, leave requests shall be submitted in the current school year. Leave requests submitted more than thirty (30) days in advance of the requested leave will be answered within ten (10) days of submission.

(b) Rates - Vacation Pay: Pay for all vacation days will be based on the employee's regular rate of pay.

(c) Effective June 30, 2015, all accrued vacation days shall be placed into the employees' individual legacy vacation account. On July 1, 2015, the City shall open a new vacation account for each employee. Employees shall continue to earn vacation days at their current rate. The maximum number of days an employee may accumulate in their new vacation account shall not exceed forty-five (45) days. Vacation time taken in excess of the current balance in the new vacation account may be drawn from the legacy vacation account. Each year, employees shall be given the opportunity to use all new vacation days earned during the current calendar year, to avoid any forfeiture of vacation leave accrued but not used.

(d) Holidays During Vacation Period: 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.

(e) Vacation & Early Closings: Employees on vacation leave on any day of early closing shall be charged the full vacation leave they would have been charged if the early closing had not occurred.

(f) Vacation Accrual: Vacation leave shall accrue provided that the employee is in a pay status at any time during the payroll period in which her anniversary date occurs.

(g) Vacation Accrual After Return from Layoff: Prior service shall be recognized in computing vacation entitlement of employees who had permanent status at the time of layoff due to lack of work or funds and who are subsequently re-employed.

(h) Vacation Accrual & Reemployment: Employees who are re-employed, except as defined in (g), above, following a break in service of thirty (30) or more calendar days, shall be restored and then adjusted for the period transpired between separation and reinstatement subject to one- year reinstatement period. This will be the official entry date and will be the basis for determining vacation leave accrual rates, level movements, and longevity based salary increments.

(i) Vacation Retained on Transfer: Whenever employees transfer from one (1) permanent position to another permanent position without a break in service they shall be entitled to retain their vacation balance.

Sec. 8.3. - Vacation Payments - Legal Heirs of Deceased Employee

The legal heirs of a deceased employee shall be granted, in addition to the employee's accrued vacation, a bonus equivalent to the amount of vacation to which they would have been entitled for twelve (12) months of service provided, however, that if the employee within six (6) months immediately prior to the date of death, 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 employee.

Sec. 8.4. - Payment for Vacation on Retirement and Resignation

Employees who retire or resign shall be paid in full as of their date of separation for any accumulated vacation, overtime or bonus pay. The cut-off ticket must contain, therefore, a record of all leave due the employees upon their retirement or resignation.

Sec. 8.5. - Vacation Accrual - Part-Time Employees

Part-time permanent employees shall accrue vacation leave in accordance with the following schedule:

(a) Part-time permanent employees with less than six (6) years of service shall be credited with one (1) day vacation leave when they have worked a total of one hundred sixty (160) hours.

(b) Part-time permanent employees who have completed more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1-1/4) working days for each one hundred sixty (160) hours worked.

(c) Part-time permanent employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1-1/2) working days for each one hundred sixty (160) hours worked.

(d) Part-time permanent employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1 3/4) working days for each one hundred sixty (160) hours worked.

(e) Part-time permanent employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each one hundred sixty (160) hours worked.

Sec. 8.6. - Vacation Day Defined

(a) In each instance, the vacation day shall be seven and one-third (7 1/3) hours.

(b) Employees on approved vacation leave who become injured or ill may use sick leave in lieu of vacation leave provided that verification from a medical provider is given to the employer immediately upon the employee's return. It shall be the responsibility of the employee to notify the employer of the dates of the illness or injury. Said dates must coincide with the medical verification provided.

Sec. 8.7. - Vacation Leave - Probationary Period

Employees who have not previously served a probationary period earning vacation at the rate of one (1) day per month of completed service 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 employee's ability to use sick or personal leave as such leave accumulated, provided, however, that in the event a probationary employee's service is terminated, all earned accumulated leave above referred to shall be forfeited.

Sec. 8.8. - Sick Leave

(a) See Side Letter Addendum H

At the beginning of each fiscal year, all bargaining unit employees will be front-loaded forty (40) hours of Sick and Safe Leave commensurate with the Maryland Healthy Working Families Act; and,

1. At the beginning of each fiscal year, the remaining approximately seven (7) days of paid Sick Leave will accrue in equal weekly/bi-weekly increments over the 12-month period; and
2. Any unused Sick and Safe Leave remaining at the end of the fiscal year, will be added to the employee's Sick Leave accrual; and,
3. The accrual and documentation of paid leave that qualifies as Sick and Safe Leave shall be periodically reported to each employee as directed in Section 3-1306 of the Maryland Healthy Working Families Act; and,
4. In each fiscal year following Fiscal Year 2020, employees will be permitted to use Sick and Safe Leave but only to the number of days allowable annually under the Maryland Healthy Working Families Act; and,
5. Notwithstanding the City's current policies and procedures, and the provisions of the Parties' MOU with respect to the use of paid sick leave, the City shall additionally permit all employees to use Sick and Safe Leave for the purposes recognized under the Maryland Healthy Working Families Act.

Twelve (12) month employees: The monthly accrual for 12-month employees, working 7:20 hours daily, will 4:00 hours a month, for each month of completed services, provided that the employee is in pay status at any time during the payroll period in which his/her anniversary date occurs.

Ten (10) month employees: The monthly accrual for 10-month employees, working 7:20 hours daily, will 3:20 hours a month, for each month of completed services, provided that the employee is in pay status at any time during the payroll period in which his/her anniversary date occurs.

- (a) Sick Leave Usage: Accumulated sick leave may be used by employees who are required to be absent from duty because of personal sickness (either physical or mental), or pre- or post-natal disability which is of such a degree that the employee is unable to provide service to the employer. The Employer and the Union recognize that this disability will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.
- (b) Return to Position after Childbirth: An employee who is temporarily absent due to reasons described above from her position due to a temporary disability related to maternity and who remains on the payroll in either a "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.
- (c) Notification to Employer: An employee requesting sick leave shall notify her supervisor as early as possible on the first day of such absence.
- (d) Denial of Sick Leave: Sick leave shall not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.
- (e) Illness on Holidays: Should a day designated herein as a holiday occur while an employee is absent on sick leave, such a day will be observed as a holiday and will not be charged against sick leave.
- (f) Extended Sick Leave: An employee who is unable to return to work after all her accrued sick leave, vacation leave, or personal leave has been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, she may recommend it to the Department of Human Resources. Such request must be accompanied by a medical certificate. No extension, however, may exceed the number of days earned in the basic sick leave plan, namely one (1) day per month of completed service, or one day for each one hundred and sixty (160) hours in the case of part-time employees.
- (g) Sick Leave upon Retirement or 20 Years of Service: Employees who retire or leave City service after having accumulated twenty (20) years' service 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 retirement or separation.
- (h) Sick Leave Conversion: Employees are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months. 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. For every four (4) days of sick leave accumulated during that year, an employee may convert one (1) day to cash and retain the remaining three (3) days in her sick leave account. Payment for such converted sick leave shall be made to employees no later than December 24.

(i) Doctor & Dentist Appointments: Employees may utilize accumulated leave for appointments with doctors and dentists provided that at least three (3) days' notice is given to the supervisor. Once approved, use of sick leave for such appointment shall not constitute an occasion under the Attendance Standards Program.

(j) Sick Leave Usage for Family Members: Within a rolling year, employees may use up to five (5) days of their accumulated sick leave for an illness in their immediate family, in accordance with the provisions of Section 8.8, Paragraphs (d) (Notification to Employer) and (e) (Denial of Sick Leave). Up to an additional ten (10) days may be used for an immediate family member who has a catastrophic illness or injury. Each approval shall be based on Section 8.8, Paragraphs (d) and (e). Illness or injury shall include but not be limited to a personal injury or disease such as cancer, heart disease, automobile accident, etc. Leave usage under this section (k) is applicable for minor ailments such as ear infections, colds, stomach aches, or rashes in children which often require a parent to stay home. For the purposes of this provision, immediate family shall mean a 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, parent, or any other family member living in the same household as the employee.

(k) Approved sick leave usage for Family Members shall not be charged as an occasion under the City's Attendance Standards Policy.

Sec. 8.9. - Bereavement Leave

(a) Eligible Family Members: Up to four (4) consecutive working days with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, grandparents, grandchildren, step and half-blood relatives.

One (1) day's leave of absence with pay will be authorized for the death of aunts and uncles, sister-in-law and brother in-law. This one (1) day's leave of absence with pay must be taken within four (4) calendar days of the date of the death or the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of the death.

(b) Commencement of Leave: The four (4) days shall commence at the option of the employee, on the day of death, or the day following the day of death. In the event the deceased lived in the same household as the employee making the request, the deceased shall also be considered to have been a member of the immediate family.

(c) Employees who require additional time off beyond the four (4) days may request and shall be granted additional reasonable time off charged to accumulated leave.

Sec. 8.10. - Job Injury Leave

In the event that an employee shall suffer a line-of-duty injury or illness, said employee shall remain in paid status without being charged sick leave until such time as a decision is made by the third-party administrator as to whether or not the injury or illness shall be classified as line-of-duty or non-line-of-duty. The employee shall be paid an amount equal to sixty-six and two-thirds percent (66 2/3%) of his/her regular pay which may be excluded from federal adjusted gross income and therefore is not subject to either federal or state income tax (standard Workers Compensation benefit). In addition, the Employer shall provide a supplement to the standard Worker's Compensation benefit so that the gross pay of employees is equal to eighty-five percent (85%) of the employee's regular gross pay. If it is determined that the injury is non-line-of-duty and the employee has been paid for days in excess of his accrued leave days, he shall repay or be docked for such pay; provided, however, that such repayment or docking shall not exceed forty-five (45) days of overpayments.

Sec. 8.11. - Civil Defense Leave

Any employee who is an accredited volunteer of the Civil Defense Organization may be granted permission by the head of the department, bureau or other municipal agency in which she is 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:

- (a) A request 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.
- (b) The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

Sec. 8.12. - Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or 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 of 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 members of the organized militia are ordered to active duty under authority of the Governor, they shall be entitled to leave of absence without loss of pay, 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.

Sec. 8.13. - Jury Service

An employee who is required to perform jury service in any court (City, Federal or County) shall be paid her regular salary. An employee shall notify her supervisor at the time she first receives notice that she may be called to serve as juror. At the time she is summoned, an employee shall notify her supervisor immediately by memorandum attaching a copy of the summons.

An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day.

Sec. 8.14. - Personal Leave

(a) Effective June 30, 2015, all personal leave (up to eight (8) days) shall be placed into the employees' individual legacy personal leave account. On July 1, 2015, the City shall open a new personal leave account. All personal leave days earned in the new account must be taken in the fiscal year they are earned. Employees with a zero (0) balance in the new account may use any available days in their legacy personal leave bank.

(b) On July 1st of each fiscal year, four (4) Personal Leave days will be frontloaded for 12-month employee. On September 1st, three (3) days two and a half (2-1/2) hours Personal Leave days will be frontloaded for 10-month employees. Personal Leave is frontloaded and must be used in the fiscal year in it is granted or it will be forfeited.

(c) Usage: Personal leave may be used for any purpose as long as requests are made at least five (5) working days in advance. The Supervisor or Designee shall respond in writing to the request within three (3) working days. Personal leave may not be unreasonably denied. Requests for personal leave for a religious holiday must be honored.

(d) Payment Upon Separation: Employees will be paid for unused personal leave in their legacy accounts when separated from City service.

(e) Severe Weather Conditions: In the event of severe weather conditions, an employee may request and shall at the discretion of the Bureau Head be granted the use of personal or vacation leave to be taken in no less than forty-five (45) minute increments or compensatory time in one-half (1/2) hour increments and shall not count as an "occasion". Severe weather conditions are defined as those occurring when the City declares Snow Emergency Plan II, because of ice, snow or flooding conditions.

(f) Incremental Usage: Personal leave shall be available for usage in increments a minimum of thirty (30) minutes.

Sec. 8.15. - President's Leave and Union Activity

Union Activity during Working Hours

- a) The Employer and the Union recognize that the president and stewards play an important role in effectuating the terms of this Agreement; however, both parties acknowledge that the duties undertaken as a steward are in addition to the employee's normal job assignment.

Consistent with the operational needs of the Employer, the Employer shall grant time off with pay, including reasonable travel time when necessary during work hours, for:

1. Grievance investigations;
2. Labor Management, Committee meetings, and activities if such meetings or activities have been jointly established by the parties; or,
3. Negotiating sessions regarding supplementation or amendment of this Agreement during its term;
4. Meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being Union representatives or stewards.

Release hours will not exceed the employee's normally scheduled workday. Time off with pay will not be unreasonably withheld. The Union, whenever possible, will provide the Employer with the names of its representatives who need release time, within seven (7) work days, before the scheduled meeting.

Union representatives shall be allowed reasonable work time to complete assignments that have been assigned by the Labor Management Committee. The employee's supervisor shall approve when the time can be taken.

- (a) The President of Local 558 or her designee may request and be granted up to a maximum of fifty-two (52) days of duty time per year in order to conduct Union business and up to a maximum of twenty (20) days for other members for union training. The Union shall provide on a quarterly basis a report to the appropriate Assistant Commissioner and Office of the Labor Commissioner of the dates and times used.

Sec. 8.16. - Compensatory Time Accrual

Compensatory time may be carried over from year to year.

Sec. 8.17. - Leave Usage Units

Vacation leave, personal leave and sick leave may be taken in at least thirty (30) minute increments.

Sec. 8.18. - Leave of Absence Without Pay

(a) Eligibility: Upon written request, an employee may be granted leave of absence without pay for the reason of prenatal and post-natal disability, childcare, personal illness, illness in the immediate family, disability or other acceptable reason.

(b) No Loss of Leave or Seniority - No Accrual on Unpaid Leave: 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.

(c) Leave in Excess of 30 Days: 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 the leave of absence, except for any employee who is on leave of absence without pay for military service.

Sec. 8.19. - Union Conferences, Conventions and Trainings

Leave without loss of pay may be granted, subject to scheduling needs of the Department, to employees officially designated by the Union to attend scheduled conferences, conventions or trainings. This leave must be requested at least ten (10) days in advance. No more than twenty (20) staff days will be available per fiscal year.

Sec. 8.20. - Graduation Leave

Employees shall receive a one-day leave of absence with pay to attend her own graduation from an accredited college or university, or a ceremony which takes place during her regularly scheduled hours. All requests for graduation leave must be submitted at least fifteen (15) days in advance. Documentation of the graduation must be submitted with the request.

Employees shall receive one-day leave of absence with pay to attend graduation exercises of a spouse, child, grandchild or legal dependent, from high school, an accredited college or university or GED program provided that the graduation exercises are scheduled during the employee's regularly scheduled hours. All requests for graduation leave must be submitted at least fifteen (15) days in advance. Documentation of the graduation exercise must be submitted with the request.

ARTICLE 9
Health and Welfare

Sec. 9.1. - Contributions

A.

The parties recognize, and agree to, the Fourth Health and Prescription Drug Plan Agreement, as approved by the Board of Estimates on December 17, 2025, which is attached hereto in Addendum A, along with the accompanying exhibits, and which shall remain in effect as provided therein.

B. Death and Dismemberment Benefit

In the event of ordinary death, the Employer will provide a lump sum death benefit equal to the greater of \$15,000 or the employee's annual salary.

In the event of accidental death, the employee shall receive the greater of \$15,000 or the employee's annual salary, in addition to any pension received under the Employee's Retirement System.

An employee's coverage under this provision shall terminate upon separation, except that employees represented by AFSCME shall be covered by a reduced death benefit of \$5,000 if they retire from City employment.

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 above.

2. For a double dismemberment, the benefit will be equal to the amount specified 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

In the event of accidental death, the benefit payable shall be double the amount specified above.

The death benefit, as stated 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.

C. 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, Local 558 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 is payable 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 Local 558, 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 Local 558, 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.

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.

D. The Employer shall continue to pay its share of health insurance premiums for employees on extended sick leave; provided the employee continues to pay his or her share, if any.

E. 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 health insurance coverage for a period not to exceed thirty (30) days; provided the affected employee continues to assume his appropriate contribution for said coverage.

F. Employees will use the City's stand-alone drug program. Employees enrolled in HMOs will no longer use the HMO's prescription drug program.

G. Eligible unmarried dependents 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 26.

H. Flexible Spending Accounts ("FSA's") will be offered to Employees and administered in accordance with the IRS Code. The period of coverage for FSA's shall be twelve (12) months. Employees must reapply for this benefit each year during the open enrollment period for health benefits.

Sec. 9.2. - Part-time employees

It is agreed that part-time employees covered by this agreement must consistently work an average of 50% of a regularly scheduled work week to be eligible for the benefits of 9.1 and 9.2 above.

Sec. 9.3. - Billing 10-Month Employees

Health and welfare benefits shall continue for 10-month employees throughout the summer months.

Sec. 9.4. - Section 125 Plan

The Employer will continue to administer a Section 125 Plan whereby the employees' contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes.

Sec. 9.5. - Waiver Incentive

(a) The Employer shall remit an annual payment of twenty-five hundred dollars (\$2,500) 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 the 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 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 thirty (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. Employees must reapply for this benefit each year during the open enrollment period for health benefits.

(b) Effective January 1, 2012, employees who waive medical, dental, vision and prescription drug coverage will no longer participate in the temporary bi-weekly gross pay reduction.

Sec. 9.6. - New Enrollees in a City Health Care Plan

New enrollees in a City Health Care Plan shall no longer be required to pay higher employee contributions for the first six (6) months after enrollment.

Sec. 9.7. - Hospital Bill Audit Gainsharing

An employee shall be entitled to a Hospital Bill Audit Gainsharing payment of thirty-three and one third percent (33 1/3%) of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of five hundred dollars (\$500) to the employee for each incident. In order to qualify for the Gainsharing payment, the employee must: (a) identify an overpayment of more than two hundred fifty dollars (\$250) (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent and (b) notify the City's Employee Benefits Division of the error within thirty (30) days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified and the amount overpaid actually is recovered to the City's benefit.

Sec. 9.8. - Prescription Drugs and Vision Care for Eligible Unmarried Dependents

Eligible unmarried dependents covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age twenty-six (26). Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

ARTICLE 10
Discipline and Discharge

Sec. 10.1. - Discipline

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Following disciplinary action, the employee shall be notified that a copy of the disciplinary action will be forwarded to the union president unless the employee notifies the Employer within two (2) workdays of the disciplinary action that a copy should not be sent to the Union. It shall also be explained to the employee that notification of discipline does not constitute a grievance being filed, which must be generated by the Union.

Sec. 10.2. - Discharge, Reduction in Pay or Position or Suspension for More than Thirty (30) Days

(a) The Employer shall not discharge any employee who has completed her probationary period, nor shall the employer reduce in pay or position, or suspend for more than thirty (30) days, any employee without just cause as may, in the opinion of the person authorized by law to remove or dismiss such employee, interfere with the efficient performance of the employee's duties. The employee will be promptly notified, in writing, of any discharge, reduction in pay or position, or suspension for more than thirty (30) days, and specific reasons will be given.

(b) Any employee who is discharged, reduced in pay or position, or suspended for more than thirty (30) days may contest the action either (i) by lodging an appeal with the Civil Service Commission under the official rules of the Commission, or (ii) by filing a grievance under Article 6, Paragraph 6.1. of this Memorandum which grievance must be filed within fifteen (15) days after the action challenged. The employee's choice of which procedure to use to contest the action shall be final and binding on the employee, and the employee may not subsequently choose to follow a different procedure. If the employee elects to file a grievance, it shall be filed initially at Step 3 of the Grievance Procedure in Article 6, Paragraph 6.1 of this Memorandum, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the employee shall be bound by the Union's decision whether or not to arbitrate. The Union also may decline to arbitrate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2000), Article 12, Section 3- 2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy. The Arbitrator's decision shall be final and binding on the City, the Union and on the employee(s) affected.

(c) The Employer must impose disciplinary action not later than thirty (30) days after the agency acquires knowledge of the misconduct for which the disciplinary action is

imposed; except in those cases where criminal conduct may be involved, or with offenses related to violations of civil statutes, including those governing anti-discrimination and sexual harassment, and in those cases, the Employer must impose disciplinary action no later than thirty (30) days after the investigation is completed.

(d) No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged; (ii) prior notice to the Union of the same; and (iii) an informal hearing at which management shall be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination.

ARTICLE 11 ***No Strike or Lockout***

Sec. 11.1. - No Strike - No Lockout

The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding, there shall be no strikes, slow-ups, stoppage of work and the City agrees that there shall be no lockout.

Sec. 11.2. - Unauthorized Strikes

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

Sec. 11.3. - Discipline of Strike Participants

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

ARTICLE 12 ***Hours of Work***

Sec. 12.1. - Hours of Work - Until the First Complete Pay Period in January 2024

(a) Regular 12-month employees shall work seven and one-third (7 1/3) hours with a forty (40) minute unpaid meal period within the hours of 7:30 a.m. to 7:30 p.m., Monday through Friday, depending on the operating hours of the program. Adjustment of hours to accomplish optimum service will be determined by management.

(b) Regular ten (10) month employees shall work seven and one-third (7 1/3) hours with a forty (40) minute unpaid meal period within the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, depending on the operating hours of the school subject to evaluation of the school health program. Adjustment of hours to accomplish optimum service will be determined by management and based upon the operational needs of the school.

(c) On Call Employees: Employees on call during the weekend who are required to remain in their homes shall be granted compensatory time off for those hours spent on call. In the event an employee is called in to go on assignment, she shall have the option of receiving compensatory time at the rate of one and one-half (1-1/2) hours for each hour spent on assignment, or she may receive payment for each hour spent on assignment at one and one-half (1-1/2) her normal rate of pay.

(d) Use of Comp Time: The use of compensatory time shall not be unreasonably denied.

(e) Breaks: All employees shall be provided two (2) fifteen (15) minute breaks per workday, provided it does not unduly interrupt City business.

(f) Employees are entitled to a duty-free unpaid lunch. For Employees assigned to school health, depending on the operating hours of the school and based on students' health needs as determined by the site's supervisor, all forty (40) minute lunch periods must be scheduled for the middle of the workday, starting at 11:00 am and ending by 2:00 pm. There are no terminal (end of shift) lunch breaks.

If an employee is required by her supervisor to perform, during any portion of the unpaid duty-free lunch period, a service that cannot be postponed or rescheduled, the incomplete portion of the lunch period shall be paid at the applicable overtime rate.

If an employee is unable to take a duty-free lunch period in order to perform a service required by her supervisor, that cannot be postponed or rescheduled, and the employee is not given time during the shift to take lunch, the lunch period shall be paid at the applicable overtime rate.

In either case, the employee must work an entire shift in order to be paid overtime for any portion of the lunch period. Authorization for overtime payments for interrupted lunch periods not taken must be given by the employee's immediate supervisor or designee in order to be eligible for overtime payment.

Sec. 12.2. - Hours of Work - Effective the First Complete Pay Period in January 2024

(a) Regular 12-month employees shall work seven and one-third (7 1/3) hours with a forty (40) minute paid meal period within the hours of 7:30 a.m. to 7:30 p.m., Monday

through Friday, depending on the operating hours of the program. Adjustment of hours to accomplish optimum service will be determined by management.

(b) Regular ten (10) month employees shall work seven and one-third (7 1/3) hours with a forty (40) minute paid meal period within the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, depending on the operating hours of the school subject to evaluation of the school health program. Adjustment of hours to accomplish optimum service will be determined by management and based upon the operational needs of the school.

(c) On Call Employees: Employees on call during the weekend who are required to remain in their homes shall be granted compensatory time off for those hours spent on call. In the event an employee is called in to go on assignment, she shall have the option of receiving compensatory time at the rate of one and one-half (1½) hours for each hour spent on assignment, or she may receive payment for each hour spent on assignment at one and one-half (1½) her normal rate of pay.

(d) Use of Comp Time: The use of compensatory time shall not be unreasonably denied.

(e) Breaks: All employees shall be provided two (2) fifteen (15) minute breaks per workday, provided it does not unduly interrupt City business.

(f) Employees are entitled to a duty-free paid lunch. For Employees assigned to school health, depending on the operating hours of the school and based on students' health needs as determined by the site's supervisor, all forty (40) minute lunch periods must be scheduled for the middle of the workday, starting at 11:00 am and ending by 2:00 pm. There are no terminal (end of shift) lunch breaks.

If an employee is required by her supervisor to perform, during any portion of the paid duty-free lunch period, a service that cannot be postponed or rescheduled, the incomplete portion of the lunch period shall be paid at the applicable overtime rate.

If an employee is unable to take a duty-free lunch period in order to perform a service required by her supervisor, that cannot be postponed or rescheduled, and the employee is not given time during the shift to take lunch, the lunch period shall be paid at the applicable overtime rate.

In either case, the employee must work an entire shift in order to be paid overtime for any portion of the lunch period. Authorization for overtime payments for interrupted lunch periods not taken must be given by the employee's immediate supervisor or designee in order to be eligible for overtime payment.

(g) An employee required to work three (3) or more hours immediately following the completion of a normal full time work shift shall receive a meal allowance of \$15.00 (fifteen dollars).

ARTICLE 13 ***Assignments***

Sec. 13.1. - Evening and Weekend Assignments

Nurses will be assigned to evening and weekend assignments according to a schedule plan subject to the following:

(a) Seniority: Registered Nurses with eighteen (18) years of service with this agency will have the option of accepting any evening or weekend assignment.

(b) Employees Registered for College: Nurses registered for accredited college courses will not be assigned on the evenings or weekends of their classes.

(c) Compensation: One and one-half (1-1/2) hours of compensatory time, or paid time at one and one-half (1-1/2) the computed hourly rate, at the employee's option, shall be paid after twelve (12) minutes for each hour worked in excess of a regularly scheduled shift.

(d) Two or More Different Types of Work: When an employee in a single work week works at two (2) or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over thirty-six (36) hours and forty (40) minutes in a work week.

Sec. 13.2. - Assignments, Public Health Emergency Response

(a) Assignments during an event requiring a public health emergency response: The Employer and Union agree that events such as terrorist attacks and large-scale communicable disease outbreaks demonstrate the need for the Health Department to expand its mission to respond to such public health emergencies. The Health Department shall maintain a list of volunteers who shall be called upon to respond to the public health emergencies. Should there not be enough volunteers available for an event, employees with the least seniority on a Department-wide basis shall be called for all assignments. Once an employee has been selected and worked an assignment, her name shall be placed at the end of the seniority list. Discretion shall be used by the Commissioner of Health on a case-by-case basis regarding transportation problems and/or personal responsibilities.

(b) Employees reporting for duty when the City is officially closed due to an emergency or unforeseen circumstance shall be entitled to a payment of fifty dollars (\$50.00) per

event. Such payment shall be in addition to the employees' regularly scheduled pay or overtime benefit paid for working during the event.

Sec. 13.3. - Delegation (Bureau of School Health)

(a) Assignments that involve delegation to non-licensed staff must abide by the guidelines set forth in The Maryland Board of Nursing-Nurse Practice Act.

(b) Nurses who are assigned to positions within the BCHD, Bureau of School Health that involve delegation to non-licensed staff shall be provided the Case Manager/Delegating Nurse Training.

(c) Any member who takes the Case Manager/Delegating Nurse Training shall receive the training manual.

(d) After completion of the Case Manager/Delegating Nurse Training, the Agency shall forward all required documentation to the Maryland Board of Nursing in a timely manner.

(e) The Agency shall promulgate guidelines for delegation within the BCHD, Bureau of School Health.

ARTICLE 14 ***Education***

Sec. 14.1. - Tuition and Book Reimbursement

Full time nurses, who have completed eighteen months of service, enrolling at an accredited undergraduate or graduate institution in one or more courses which contribute to professional growth and service in nursing or related fields, shall be entitled to tuition and book reimbursement for a minimum of seventy-five per cent (75%) for a total reimbursement of one thousand dollars (\$1,000) per person, subject to the existing requirements of the program. The employee will request in writing prior to the beginning of the school semester both book and tuition costs. Payment will be made within forty-five (45) days upon submission of proof of satisfactory completion of such a course or courses.

Probationary employees who are employed at the time that the Board of Estimates notes the contract in December 2001, will be grand-fathered under the old contract language. Those employees will be eligible for this benefit at the conclusion of their probationary period.

Sec. 14.2. - Work Study Program

(a) Eligibility and Leave: two (2) full time staff nurses or supervisors from different programs, with a minimum of two years of service as City Health Department nurses (or

an equivalent number of staff nurses or supervisors equal to two (2) full time positions) shall be permitted to attend school on agency time. The following guide will apply:

- (1) Employees carrying fifteen (15) or more credits will work a maximum of three (3) one-half (1/2) days per week.
- (2) Employees carrying ten (10) to fourteen (14) credits will work five (5) one-half (1/2) days per week.
- (3) Employees carrying six (6) to nine (9) credits will work six (6) one-half (1/2) days per week.

Sec. 14.3. - Selection Priority

- (a) The first choice shall be based on seniority; thereafter requests shall be granted on a rotating basis. Neither grade nor class shall influence the choice of employees. Priority for participation in the Work Study Program shall be as follows: (1) BSN, (2) MSN, or (3) MPH and other related fields. Priority shall be given to employees who have not previously participated in the Work Study program.
- (b) For selection purposes credits needed to complete degree shall be considered as a factor.

Sec. 14.4. - Information Available

- (a) The Union shall receive copies of the initial work study request.
- (b) Upon request of the Local Union President, the Health Department will invite the Local President to review and discuss with the Department applications of Union members for the Work Study Program.
- (c) Upon request of the Local President, the Department shall provide a list of individuals selected to participate in the Work Study Program.

Sec. 14.5. - Remain in City Service

Any employee who receives aid under this Article shall agree in writing to remain an employee of the Health Department for one year after completion of the course.

Sec. 14.6. - Employee Responsibility

The employee will be required to submit proof of satisfactory completion of course work within 45 days of the end of the semester. Failure to submit required proof within the specified time will require the employee to reimburse the Employer for the time provided for work study. If an administrative oversight occurs which results in a late submission, the employee shall be held harmless.

Sec. 14.7. - Certification

(a) Initial Certification

Employees who receive initial certification from an accredited certification board during the term of this Agreement shall be reimbursed for the cost of obtaining initial certification, which includes the application fee, the examination fee, and the wallet card fee. Certification must be in a field of nursing related to the employees' current positions.

(b) Recertification

Employees who receive recertification from an accredited certification board during the term of this Agreement shall be reimbursed for the cost of the application fee only. Recertification must be in a field of nursing relating to employees' current positions.

Sec. 14.8. - Master's Degree Differential

For the term of this Memorandum of Understanding, employees who have received or will receive a Master's degree in nursing or a related field shall receive an annual differential of one thousand dollars (\$1000). One half of the differential or five hundred dollars (\$500.00) shall be made on the first full pay period in the month of December. The second half of the differential shall be made on the first pay period in the month of June. Payment of the Master's Degree differential shall be made by separate check.

ARTICLE 15
Longevity

Sec. 15.1. - Increments and Eligibility

Subject to Article 17, all employees who are covered by this Memorandum of Understanding shall receive the following longevity increments, as an adjustment to base, as a percentage of the maximum step of the grade, (or, in the event that any employee is on a flat salary or hourly wage, then as a percentage of an employee's salary or wages.)

20 years of continuous City Service - an additional 3%

25 years of continuous City Service - an additional 3%

30 years of continuous City Service - an additional 3%

Effective July 1, 2015, 40 years of continuous City Service - an additional 2%

As set forth in Article 17, effective July 1, 2027, all longevity increments shall be discontinued.

ARTICLE 16 ***Promotion***

Sec. 16.1. - Notification of Vacancies

Vacancies occurring within the Bargaining Unit shall be posted on the Department of Human Resources Website. The Health Department Human Resources Office will send notice to the Union President when requests for postings are made to the City's Central DHR.

Sec. 16.2. - Notification of New Hires

The Health Department shall provide the local Union president with the names of all new employees hired in bargaining unit positions within ten (10) working days following the commencement of employment for a unit member. The Employer shall provide a Union representative the opportunity to meet with new employees during New Employee Orientation.

ARTICLE 17 ***Salary***

Sec. 17.1. - Salary FY 2026-2028

1. Wages

The wage scales attached to this Agreement as Addendum B shall be implemented, and employees wages shall be adjusted, as follows:

1. FY 2026: Effective and retroactive to July 1, 2025:
 - a. Steps 1-10 shall be implemented, with 3.0% increments between steps, and step movement after 18 months;
 - b. Employees shall be placed at the step equal to their length of City service;
 - c. Longevity increments for 20 years of service or more, as set forth in Article 28, shall remain in effect;
 - d. If step placement would result in less than a 2% increase, the employee will receive a 2% increase;
 - e. No employee will be paid less than \$20 per hour; and
 - f. An employee promoted to a higher grade will move to the lowest step in that grade which results in at least a 4.0% increase.

- g. To be eligible for any retroactive payment under this agreement, an employee must be employed by the City on the date of notation by the Board of Estimates.
2. FY 2027: Effective July 1, 2026:
 - a. Steps 11-15 shall be implemented, with 2.5% between steps, and step movement after 18 months;
 - b. Employees with over 15 years of City service shall be placed at a step from step 11 to 15 equal to their length of City service;
 - c. Longevity increments for 25 years of service or more, as set forth in Article 28, shall remain in effect;
 - d. A 2.5% cost of living adjustment shall be applied to all steps; and
 - e. If an employee's new total salary as of July 1, 2026 (base salary plus longevity, if any), is less than 2.50% more than the employee's total salary (base salary plus longevity, if any) in FY 2026, the employee will be moved to the next step on the salary scale that results in at least a 2.50% increase.
 3. FY 2028: Effective July 1, 2027:
 - a. Steps 16-25 shall be implemented, with 2.0% between steps, and step movement after 18 months;
 - b. Employees with over 24 years of City service shall be placed at a step from 16 to 25 equal to their length of City service;
 - c. All longevity increments shall be discontinued;
 - d. A 2.75% cost of living adjustment shall be applied to all steps; and
 - e. If an employee's new salary as of July 1, 2027, is less than 2.75% more than the employee's total salary (base salary plus longevity, if any) in FY 2027, the employee will be moved to the next step on the salary scale that results in at least a 2.75% increase.

2. Sec. 17.2 Remuneration Due Date

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

ARTICLE 18
Seminars and Workshops

Sec. 18.1. - Eligibility and Funding Available

Nurses who have completed their probationary period shall be entitled to attend a reasonable number of seminars and workshops which contribute to professional growth

and service so long as such attendance does not materially interfere with the operational needs of the Baltimore City Health Department. Management will respond to requests for leave to attend job-related seminars or workshops ten (10) work days after such requests have been submitted.

The Department shall reimburse employees for the costs of attending said seminars and workshops. A fund of six thousand dollars (\$6,000) per fiscal year shall be provided for such purpose, of which at least two thousand (\$2,000) shall be available for the use of the City-wide In-Service Education Committee and the Staff Education Committee for the purpose of paying for films, speakers, printing of the program, educational materials and building rental fees.

Sec. 18.2. - Information on Workshop Participation

The Health Department shall submit a quarterly report to the Union providing the following information:

- (1) Name of Workshop
- (2) Names of employees who attended, staff and supervisors
- (3) Cost per each person and total cost.

ARTICLE 19 ***Distribution of Memorandum***

The Employer shall prepare and provide to the Union 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 20 ***Bulletin Boards***

The Employer agrees to provide reasonable bulletin board space labeled with the Union name where notices of official Union matters may be posted by the Union.

ARTICLE 21 ***Visitation***

Authorized Union representatives or Union officers or stewards shall have access to and be admitted to non-public areas of Employer worksites during working hours subject to reasonable security requirements including advance notice to the appropriate management representative. Such access shall be for the purpose of participating in labor management meetings and the administration of this collective bargaining agreement including interviewing grievants and attending grievance

hearings/conferences, provided such activities do not interfere with employees' performance of their duties.

Distribution of Union Information

The Union shall be permitted to place and distribute materials at mutually agreed locations frequented by employees, before and after work, and during breaks and meals periods.

Use of Employer Facilities

The Union may, with at least two (2) days' prior notice to and approval by the Deputy Commissioner or designee, use Employer facilities for meetings at no charge, in accordance with Employer policies and procedures.

ARTICLE 22 ***Mileage Allowance***

Sec. 22.1. - Standard Mileage Rate

The amount allowed employees under this Memorandum for mileage on their private cars shall be the business standard rate prescribed by the Internal Revenue Service (IRS).

Sec. 22.2. - Differential - Direct Travel to Work Assignment

Differential shall be allowed those employees, including school nurses, who, on temporary assignment, are required to travel directly from home to work assignment located further from their home than their normal work sites.

ARTICLE 23 ***No Loss of Benefits***

Except as otherwise expressly provided herein, all privileges and benefits which nurses have hitherto enjoyed shall be maintained and continued by the Employer during the term of this Memorandum.

ARTICLE 24 ***Out-Of-Title- Work***

Sec. 24.1. - Eligibility

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working days, she shall be paid the higher rate for such services commencing on the eleventh (11th) working day, in accordance with the rules and regulations as set forth in the Administrative Manual.

Sec. 24.2. - Maximum Performance and Compensation Period

No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

ARTICLE 25
Examination of Employee's Personnel File

Sec. 25.1. - Official Personnel File

(a) Official employee files shall be maintained in accordance with the following procedures:

(1) Examination: By appointment with the appropriate authorized person, the employee, with her identification, shall be permitted to examine her personnel file. The employee shall indicate in writing, to be placed in her file, that she has examined said file.

(2) Documentation & Limitation on Examination: 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 she has examined said file and the reason for said examination.

(3) Positive Information: Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional or civic nature.

(4) Expungement of Materials After Probation: Confidential inquiries and replies or any such material received from competent, responsible, outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file upon the completion of the employee's probationary period of employment.

Sec. 25.2. - Employee Knowledge of Information Added to File

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 she has read such material by affixing her signature on the actual copy to be filed, with the understanding that such signature merely signifies that she has read the material to be filed and does not necessarily indicate agreement with its content. An employee will not be required to

affix her signature on any material that is to be inserted in the file subject to the provisions discussed below.

Sec. 25.3. - Right to Respond to Information Included in File

The employee shall have the right to answer any material filed and her 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.

Sec. 25.4. - Right to Union Representation

The employee shall have the right to have a Union representative present during review of her personnel file.

ARTICLE 26
Liability Insurance

The Employer shall, through insurance or self-funding, provide liability coverage for negligent actions or omissions by an employee acting within the scope of his/her employment, to the extent allowable under the Local Government Tort Claims Act. Sec. 5-303 (Supp. 1997), et. seq., Court and Judicial Proceeding Article of the annotated code of Maryland, entitled "Local Government Tort Claims Act."

ARTICLE 27
Professional Concerns

Sec. 27.1. - New and Expanded Health Department Program

Whenever the Health Department acts to plan and/or implement new or expanded programs or services, or plans and/or implements changes which would significantly alter the current working conditions under which nurses operate, the Commissioner of Health or the appropriate designee shall meet and confer with a Union representative or her designee before such programs, services or changes are implemented.

Sec. 27.2. - Nursing Assignments During Labor Disputes

The Employer agrees to consider the principle that registered nurses shall not assume any duties normally discharged by non-nursing personnel unless a clear and present danger to the public health exists. The Employer further agrees that the best interests of all parties will be served if, in emergency situations caused by a labor dispute, patient care functions will be performed by Community Health Nurses on a volunteer basis.

Sec. 27.3. - Liaison Meetings

Liaison meetings between not more than three (3) representatives of the Union and the appropriate Assistant Commissioner will be held if necessary, upon request of either party.

Sec. 27.4. - Non-City Worksites

Nurses assigned through contractual arrangements to work in non-City worksites (Neighborhood Health Centers, Primary Care Centers, etc.) shall be eligible for the same benefits and subject to the same administrative policies as other nurses employed by the Baltimore City Health Department. If, in an effort to provide continuity of care to patients in the target area, the Center operates on a day which would normally be a City holiday, the holiday policy to be followed will be in accordance with Article 7 of this Memorandum.

Sec. 27.5. - Payroll Errors

If the City and/or agency's payroll department or the employee's department makes a mistake on an employee's pay, it shall be rectified immediately upon notification of the error. Request for payment to the affected employee shall be sent to Central Payroll within five (5) work days from the date of notification.

Sec. 27.6. - Salary Changes

The employee and the Union Local will be notified in writing as soon as possible, of any change in salary, including the rate of former and new salary, the designated classification and step and the effective date of the change.

Sec. 27.7. - 10-Month Nurses and Nurse Practitioners - Return to Work

10-month school nurses and nurse practitioners shall return with veteran teachers of the Baltimore City Public Schools in accordance with the school calendar.

Sec. 27.8. - Employee Assistance Program

(a) Program Maintained: The Employer shall continue to maintain an Employee Assistance Program. It shall be the policy of the Program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance for them. Employees with such problems are encouraged to contact the Employee Assistance Program for assistance by telephone or personal visit.

(b) Confidentiality: Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an

appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

Sec. 27.9. - Labor-Management Committee

A joint Labor-Management Committee composed of not more than four (4) Union representatives and four (4) Employer representatives shall be formed to address employment conditions within the Department including but not limited to the physical safety of employees, security of employees' personal property, and privacy and confidentiality of client files. The Committee shall meet at least every two months.

Sec. 27.10. - Upon request of the Union president, the Employer shall provide job descriptions for all positions covered by the collective bargaining agreement once every twelve (12) months, or whenever any substantial changes are made to the duties, responsibilities, or job requirements.

Sec. 27.11. - When an agency intends to issue a new Standard Operating Procedure ("SOP") or to modify an existing SOP, and such new or modified SOP would materially impact the wages, hours, or other terms and conditions of employment for bargaining unit employees, the Employer shall (i) provide the Union with no less than 30 days advance notice prior to proposed implementation, or, where 30 days' notice is not reasonably practicable, as much notice as is reasonably practicable under the circumstances and (ii) bargain with the Union over the proposed new or modified SOP. To the extent there is any conflict between this agreement and an SOP, this agreement controls.

ARTICLE 28
Safety

Sec. 28.1. - Cooperation

The Employer and the Union shall cooperate in the enforcement of safety. The Employer will make good faith efforts to provide safe and healthy working conditions for Employees. Employees will report any unsafe or unhealthy condition to the Employer as soon as practicable for consideration. In the event that an unsafe or unhealthy work condition is discovered, the Employer may re-assign any Employee until such condition is resolved.

Sec. 28.2. - Immunization

Employees working in areas at risk of contracting preventable communicable diseases shall be tested and immunized against those diseases at the expense of the Employer.

Sec. 28.3. - JLMSC

The Employer shall provide to all members of the Union's bargaining unit a safe, secure, and healthful workplace free from recognized hazards in accordance with all applicable local, state and federal laws and regulations. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that their work requires them to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Employer.

The Employer and AFSCME shall establish a Joint Labor Management Safety Committee (JLMSC). The JLMSC shall (i) identify occupational hazards and working conditions that impact worker health and safety, (ii) develop recommendations to improve workplace safety conditions, policies, practices, procedures and training to minimize workplace accidents, injuries, illness and close-calls/near-misses.

In performing these functions, the JLMSC shall develop a protocol for periodic joint labor-management inspections of work sites where bargaining unit members are assigned, to detect, evaluate and offer recommendations for control of potential health and safety hazards. The JLMSC may also review employee job-related accidents and occupational illnesses and make recommendations, and document and track workplace safety hazards and hazard abatement progress. The committee will develop parameters regarding access to health and safety-related reports and data, in conjunction with the City Bureau of Risk Management and the City Law Department, which shall be consistent with and subject to legal privacy and confidentiality requirements.

The JLMSC shall consist of three (3) members appointed and replaced by the City and the Union, respectively, for a total of six (6) members. The City's Director of Risk Management, or the Director's designee, shall be a member of the committee.

Union committee members shall participate in JLMSC meetings and jointly-approved activities during normal working hours. Union Committee members participation in JLMSC activities shall be without loss of pay. Such activities include: attendance at meetings, trainings, inspections, time in travel to meetings, meeting preparation time. Each party shall prepare and submit an agenda to the other party two weeks prior to any scheduled meeting. If neither party submits an agenda, the meeting shall be canceled.

The Employer shall affirmatively notify a designated Union representative of a bargaining unit employee being taken from a work site to a hospital, as soon as reasonably practicable after the incident.

JLMSC shall have a Union Co-Chair and Management Co-Chair and shall meet at least every other month, or more frequently as agreed upon. On months when the JLMSC does not meet, the Union's representatives shall be released internally to confer, draft agendas, and inspect and review data. The Office of the Labor Commissioner shall work with the Union to schedule the meetings in advance, at the beginning of each fiscal year. The JLMSC shall designate a person to take meeting minutes, which shall be documented in

writing, and sent to JLMSC members and made available to employees once approved by the committee

Sec. 28.4. - Training

The City shall provide health and safety training programs for all employees, ensuring that training is relevant, up-to-date, and accessible. This includes but is not limited to yearly -in-person trainings on heat stress and illness and workplace violation prevention, as well as periodic trainings (frequency TBD) for confined spaces, tag in/tag out, emergency procedures and response, rendering first aid, CPR, and stop the bleed. Except for the heat stress and illness and workplace violence prevention trainings, the JLMSC may review the frequency of such trainings and make recommendations regarding the timetable and employee groups required to attend such trainings.

Sec. 28.5. - Dangerous Conditions

In accordance with 29 CFR § 1977, occasions might arise when an employee is confronted with a choice between not performing assigned tasks or subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative (including notifying and seeking guidance from the Employer, as discussed below), refuses in good faith to expose himself/herself to the dangerous condition, he/she would be protected against subsequent discrimination and/or discipline. The condition causing the employee's apprehension of death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. In addition, in such circumstances, the employee, where possible, must also have sought from the Employer, and had been unable to obtain a correction of the dangerous condition.

Sec. 28.6. - Heat

In addition to all laws governing health and safety, including but not limited to COMAR 09.12.32, when the heat index exceeds 105 degrees the employer shall implement enhanced high heat procedures. This may include but not be limited too, Evaporative and Phase Change Personal Protective Equipment, increased staffing levels and adjusted work rest cycles. None of this language precludes the City or its departments to pause or temporarily cease operations due to dangerous conditions, including but not limited to heat, that would impact AFSCME covered employees. The parties shall meet about other alternatives to protect employees from dangerous conditions or forecasted heat waves.

Sec. 28.7. - Records

To enable the City to safeguard the safety, health and well-being of all bargaining unit employees, the City shall, within thirty (30) days after the demand of the JLMSC or the Union, furnish to the JLMSC or to the Union, either (i) copies any work site inspections or

statements of clinical findings which may concern the work or place(s) of employment of members of the Union's bargaining unit; or (ii) any information that is within the City's possession, custody or control about specific pathogens, contagions, environmental hazards, toxic chemicals, health or accident risks that pertain to the health and safety of workers.

ARTICLE 29 ***Seniority***

Sec. 29.1. - Seniority Factored

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

Sec. 29.2. - Seniority in Layoffs

(a) Factors Considered: In the case of reduction-in-force or elimination of position, the appointing officer shall retain the best qualified individual utilizing the following factors: merit, efficiency, work performance, length of service in the present classification or other classification, total length of service in the Classified Service, and any other classification relating to efficient operation of the organized unit. (Civil Service Rule 52). After an employee's effective layoff date is scheduled, she shall be entitled to convert to cash her accumulated vacation and personal leave.

(b) Sick Leave Conversion - Layoff: In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 8 of this Memorandum.

Sec. 29.3. - Voluntary Layoff

In case of a reduction-in-force or elimination of a position, an employee with twenty (20) years or more of continuous City service may volunteer to be laid-off. The employee must send a written request to the agency head asking that she be selected for lay-off. If the agency head approves the request, the employee must also meet the Employees' Retirement Systems (ERS) eligibility requirements.

ARTICLE 30 ***Bargaining Unit Integrity***

The Employer recognizes that the integrity of the bargaining unit is of significant importance to the Union. In accordance with Article 29, Seniority, Section 29.2, Seniority in Layoffs, the Employer shall inform the Union of economic or programmatic changes that result in the layoff of employees and/or the abolishment of positions. As provided

in this Memorandum of Understanding, bargaining unit work will normally be performed by classified employees in the bargaining unit. This provision does not prohibit the Employer from having contractual employees on a temporary basis.

Within 30 days of notation of the Memorandum of Understanding by the Board of Estimates, the Labor Commissioner will convene a labor management meeting between the Union and the Health Department to discuss the ability to move contractual employees doing bargaining union work into full-time permanent positions.

On a quarterly basis, the Employer shall prepare a written report (the "Quarterly Report") which shall be delivered by the Employer to the Union within thirty days (30) of the end of the month. The Quarterly Report shall contain the number of bargaining unit positions that are authorized within the annual operating budget of the City, and the number of positions that are vacant or are not filled by the permanent employees who are members of the City's Civil Service and who are covered by this Memorandum of Understanding.

The Employer shall meet with the Union after a reasonable period of time following delivery of the Quarterly Report, but not more than 30 days after such delivery, every two months to discuss the Employer's efforts to fill those positions identified as vacant or unfilled. This meeting shall include all AFSCME locals.

ARTICLE 31
Termination, Change or Amendment


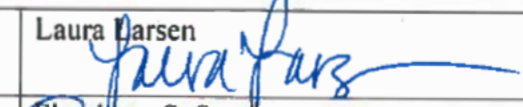

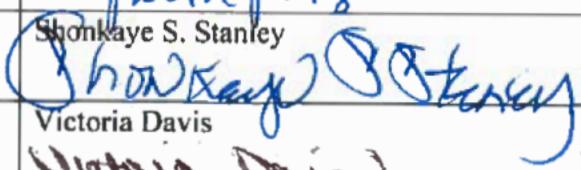

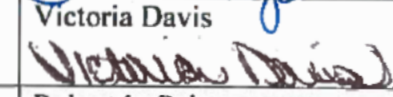


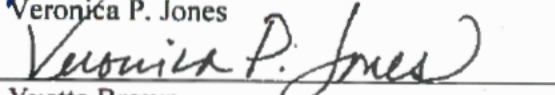

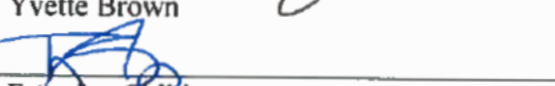



This Memorandum of Understanding shall become effective on July 1, 2025, and remain in full force and effect until June 30, 2028. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of the desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

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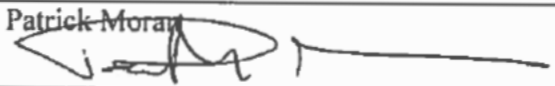

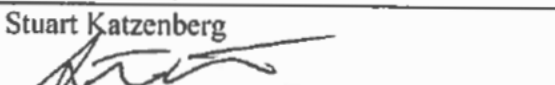

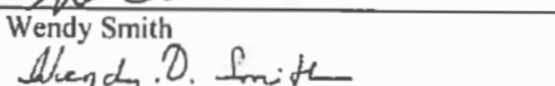
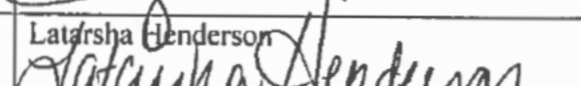
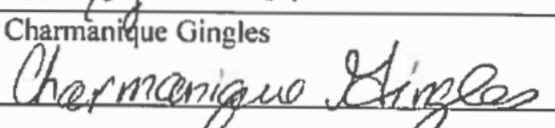
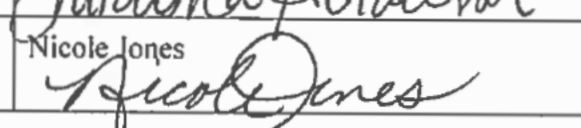
SIGNATURE PAGE

Signed on this 2 day of November, 2025, in Baltimore, Maryland.

MAYOR & CITY COUNCIL OF BALTIMORE:

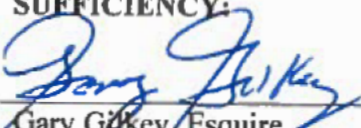
Mayor Brandon M. Scott 	Laura Larsen 
Faith P. Leach 	Shonkaye S. Stanley 
Marvin James 	Victoria Davis 
Deborah F. Moore-Carter 	Robert L. Paige 
Veronica P. Jones 	Denisha Harris 
Yvette Brown 	Alisa Underwood-Jordan 
Francine Childs 	Sherry Adeyemi 

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 3 & LOCAL 558:**

Patrick Moran 	Tia Harp-Calvie 
Stuart Katzenberg 	Jocelyn Robinson 
Wendy Smith 	Latarsha Henderson 
Charmanique Gingles 	Nicole Jones 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Notation by the BOE:


 Gary Gilkey, Esquire
 Chief, Labor and Employment


 M. A. Minto
 Date 4/1/2026

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 MAPS¹ (the "Unions") (hereinafter referred to as the "Agreement").

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

¹ 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 Equivalentents.

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, 2026.²

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

² 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

11/13/2025

Date: _____

AFSCME Maryland Council 3

By: _____
Patrick Moran, President

11/11/2025

Date: _____

Baltimore Fire Fighters, IAFF, Local
734, AFL-CIO, CLC

By: _____
Matthew Coster, President

11/11/2025

Date: _____

Fraternal Order of Police, Lodge 3

Michael Mancuso

By: _____
Michael Mancuso, President

11/11/2025

Date: _____

Baltimore Fire Officers, IAFF, Local
964, AFL-CIO, CLC

By: _____
Joshua L. Fannon, President

11/11/2025

Date: _____

Managerial and Professional Society of Baltimore, Inc.

By: _____
Nichelle Lashley, President

11/13/2025

Date: _____

**ADDENDUM B:
WAGE SCALES**

**FY 2026
Effective July 1, 2025**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Local 558 (10 month)										
501	\$54,877	\$56,523	\$58,219	\$59,966	\$61,765	\$63,618	\$65,527	\$67,493	\$69,518	\$71,604
503	\$61,427	\$63,270	\$65,168	\$67,123	\$69,137	\$71,211	\$73,347	\$75,547	\$77,813	\$80,147
507	\$72,334	\$74,504	\$76,739	\$79,041	\$81,412	\$83,854	\$86,370	\$88,961	\$91,630	\$94,379
510	\$84,482	\$87,016	\$89,626	\$92,315	\$95,084	\$97,937	\$100,875	\$103,901	\$107,018	\$110,229

Local 558 (12 month)										
532	\$62,642	\$64,521	\$66,457	\$68,451	\$70,505	\$72,620	\$74,799	\$77,043	\$79,354	\$81,735
537	\$73,839	\$76,054	\$78,336	\$80,686	\$83,107	\$85,600	\$88,168	\$90,813	\$93,537	\$96,343
542	\$87,494	\$90,119	\$92,823	\$95,608	\$98,476	\$101,430	\$104,473	\$107,607	\$110,835	\$114,160
544	\$95,532	\$98,398	\$101,350	\$104,391	\$107,523	\$110,749	\$114,071	\$117,493	\$121,018	\$124,649
546	\$101,421	\$104,464	\$107,598	\$110,826	\$114,151	\$117,576	\$121,103	\$124,736	\$128,478	\$132,332

Grade	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Local 558 (10 month)										
501	\$73,394	\$75,229	\$77,110	\$79,038	\$81,014	\$82,634	\$84,287	\$85,973	\$87,692	\$89,446
503	\$82,151	\$84,205	\$86,310	\$88,468	\$90,680	\$92,494	\$94,344	\$96,231	\$98,156	\$100,119
507	\$96,738	\$99,156	\$101,635	\$104,176	\$106,780	\$108,916	\$111,094	\$113,316	\$115,582	\$117,894
510	\$112,985	\$115,810	\$118,705	\$121,673	\$124,715	\$127,209	\$129,753	\$132,348	\$134,995	\$137,695

Local 558 (12 month)										
532	\$83,778	\$85,872	\$88,019	\$90,219	\$92,474	\$94,323	\$96,209	\$98,133	\$100,096	\$102,098
537	\$98,752	\$101,221	\$103,752	\$106,346	\$109,005	\$111,185	\$113,409	\$115,677	\$117,991	\$120,351
542	\$117,014	\$119,939	\$122,937	\$126,010	\$129,160	\$131,743	\$134,378	\$137,066	\$139,807	\$142,603
544	\$127,765	\$130,959	\$134,233	\$137,589	\$141,029	\$143,850	\$146,727	\$149,662	\$152,655	\$155,708
546	\$135,640	\$139,031	\$142,507	\$146,070	\$149,722	\$152,716	\$155,770	\$158,885	\$162,063	\$165,304

FY 2027
Effective July 1, 2026

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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Local 558 (10 month)

501	\$56,249	\$57,936	\$59,674	\$61,465	\$63,309	\$65,208	\$67,165	\$69,180	\$71,256	\$73,394
503	\$62,963	\$64,852	\$66,797	\$68,801	\$70,865	\$72,991	\$75,181	\$77,436	\$79,758	\$82,151
507	\$74,142	\$76,367	\$78,657	\$81,017	\$83,447	\$85,950	\$88,529	\$91,185	\$93,921	\$96,738
510	\$86,594	\$89,191	\$91,867	\$94,623	\$97,461	\$100,385	\$103,397	\$106,499	\$109,693	\$112,985

Local 558 (12 month)

532	\$64,208	\$66,134	\$68,118	\$70,162	\$72,268	\$74,436	\$76,669	\$78,969	\$81,338	\$83,778
537	\$75,685	\$77,955	\$80,294	\$82,703	\$85,185	\$87,740	\$90,372	\$93,083	\$95,875	\$98,752
542	\$89,681	\$92,372	\$95,144	\$97,998	\$100,938	\$103,966	\$107,085	\$110,297	\$113,606	\$117,014
544	\$97,920	\$100,858	\$103,884	\$107,001	\$110,211	\$113,518	\$116,923	\$120,430	\$124,043	\$127,765
546	\$103,957	\$107,076	\$110,288	\$113,597	\$117,005	\$120,515	\$124,131	\$127,854	\$131,690	\$135,640

Grade	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
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Local 558 (10 month)

501	\$75,229	\$77,110	\$79,038	\$81,014	\$83,039	\$84,700	\$86,394	\$88,122	\$89,884	\$91,682
503	\$84,205	\$86,310	\$88,468	\$90,680	\$92,947	\$94,806	\$96,703	\$98,637	\$100,610	\$102,622
507	\$99,156	\$101,635	\$104,176	\$106,780	\$109,450	\$111,639	\$113,871	\$116,149	\$118,472	\$120,841
510	\$115,810	\$118,705	\$121,673	\$124,715	\$127,833	\$130,389	\$132,997	\$135,657	\$138,370	\$141,137

Local 558 (12 month)

532	\$85,872	\$88,019	\$90,219	\$92,474	\$94,786	\$96,681	\$98,614	\$100,586	\$102,598	\$104,650
537	\$101,221	\$103,752	\$106,346	\$109,005	\$111,730	\$113,965	\$116,244	\$118,569	\$120,941	\$123,360
542	\$119,939	\$122,937	\$126,010	\$129,160	\$132,389	\$135,037	\$137,737	\$140,493	\$143,302	\$146,168
544	\$130,959	\$134,233	\$137,589	\$141,029	\$144,555	\$147,446	\$150,395	\$153,404	\$156,471	\$159,601
546	\$139,031	\$142,507	\$146,070	\$149,722	\$153,465	\$156,534	\$159,664	\$162,857	\$166,115	\$169,437

**FY 2028
Effective July 1, 2027**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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Local 558 (10 month)

501	\$57,796	\$59,529	\$61,315	\$63,155	\$65,050	\$67,001	\$69,012	\$71,082	\$73,216	\$75,412
503	\$64,694	\$66,635	\$68,634	\$70,693	\$72,814	\$74,998	\$77,248	\$79,565	\$81,951	\$84,410
507	\$76,181	\$78,467	\$80,820	\$83,245	\$85,742	\$88,314	\$90,964	\$93,693	\$96,504	\$99,398
510	\$88,975	\$91,644	\$94,393	\$97,225	\$100,141	\$103,146	\$106,240	\$109,428	\$112,710	\$116,092

Local 558 (12 month)

532	\$65,974	\$67,953	\$69,991	\$72,091	\$74,255	\$76,483	\$78,777	\$81,141	\$83,575	\$86,082
537	\$77,766	\$80,099	\$82,502	\$84,977	\$87,528	\$90,153	\$92,857	\$95,643	\$98,512	\$101,468
542	\$92,147	\$94,912	\$97,760	\$100,693	\$103,714	\$106,825	\$110,030	\$113,330	\$116,730	\$120,232
544	\$100,613	\$103,632	\$106,741	\$109,944	\$113,242	\$116,640	\$120,138	\$123,742	\$127,454	\$131,279
546	\$106,816	\$110,021	\$113,321	\$116,721	\$120,223	\$123,829	\$127,545	\$131,370	\$135,311	\$139,370

Grade	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
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Local 558 (10 month)

501	\$77,298	\$79,231	\$81,212	\$83,242	\$85,323	\$87,029	\$88,770	\$90,545	\$92,356	\$94,203
503	\$86,521	\$88,684	\$90,901	\$93,174	\$95,503	\$97,413	\$99,362	\$101,350	\$103,377	\$105,444
507	\$101,883	\$104,430	\$107,041	\$109,716	\$112,460	\$114,709	\$117,002	\$119,343	\$121,730	\$124,164
510	\$118,995	\$121,969	\$125,019	\$128,145	\$131,348	\$133,975	\$136,654	\$139,388	\$142,175	\$145,018

Local 558 (12 month)

532	\$88,233	\$90,440	\$92,700	\$95,017	\$97,393	\$99,340	\$101,326	\$103,352	\$105,419	\$107,528
537	\$104,005	\$106,605	\$109,271	\$112,003	\$114,803	\$117,099	\$119,441	\$121,830	\$124,267	\$126,752
542	\$123,237	\$126,318	\$129,475	\$132,712	\$136,030	\$138,751	\$141,525	\$144,357	\$147,243	\$150,188
544	\$134,560	\$137,924	\$141,373	\$144,907	\$148,530	\$151,501	\$154,531	\$157,623	\$160,774	\$163,990
546	\$142,854	\$146,426	\$150,087	\$153,839	\$157,685	\$160,839	\$164,055	\$167,336	\$170,683	\$174,097



ADDENDUM C

**BONUS PROGRAM
BALTIMORE CITY HEALTH DEPARTMENT**

1. Purpose:

There will be two bonuses available to enhance agency efforts in the hiring of new qualified nursing employees to fill vacancies:

- a. A Sign-On Bonus, and
- b. A Recruitment Bonus

These bonuses will apply to salaried RNs.

2. Funding:

Funding for nursing hiring bonuses must be paid from current program budgets. No additional funds have been budgeted for this program.

3. Audit:

Programs are expected to maintain adequate records for all bonuses paid. Records of bonuses paid shall include documentation of the recruiting process including a copy of any advertisement for the position, the eligible list coded for the selection, and other information used in making the decision to award a bonus.

4. Sign-On Bonus:

Scope: The sign-on bonus shall apply only to qualified nursing employees. A qualified nursing employee is:

- a. a new appointment; or
- b. a reinstatement of a previous employee with at least a six-month separation from City service; and
- c. an appointment in a classification listed in on page 43 of this document and
- d. a signed agreement to remain in the position for eighteen (18) months.

The sign-on bonus does not apply to:

Contractual employees who are placed in salaried positions.

Amount of the Bonus:

The sign-on bonus shall be one thousand-two hundred and fifty dollars (\$1,250.00).

Payment of the Bonus: The sign-on bonus shall be paid in two lump sums. Each lump sum shall represent fifty percent (50%) of the bonus. The first lump sum shall be paid to the new employee upon completion of her/his first three months of satisfactory City service. The second lump sum shall be paid to the new employee upon completion of her/his first six (6) months of satisfactory City service. The sign-on bonus will be paid only to employees who are in active employment status with the Health Department at the time the payment is due. If an employee fails to remain

in the position for eighteen (18) months, the bonus must be repaid based on the percentage of time remaining in the agreement.

5. Recruitment Bonus:

Scope: With the exception of the excluded employees described below, the recruitment bonus may be earned by any active, salaried or nursing employee (See page 43) who refers and recommends a qualified nursing employee who is hired by the department. A qualified nursing employee is defined in the sign-on bonus section of this guideline.

The recruitment bonus does not apply to:

- a. employees (nursing supervisor and professional/paraprofessional recruiters within the agency) who are responsible for, or have significant influence in the hiring process of nursing employees;
- b. any employee in the Executive Pay Plan.

Amount of the Bonus: The recruitment bonus shall be one thousand dollars (\$1,000.00) per recruitment.

Payment of the Bonus: The recruitment bonus shall be paid in two lump sums. Each lump sum shall represent fifty percent of the agreed upon amount as approved by the appointing authority. The first lump sum shall be paid to the employee identified on page 43 for her/his recruit when the new employee is officially entered on the city payroll. The second lump sum shall be paid to the City employee for her/his recruit when the new employee completes the first 6 months of satisfactory City service. The recruitment bonus will be paid only to employees who are in an active employment status at the time the payment is due.

Sign-On Bonus and Classifications Covered in the Memorandum of Understanding

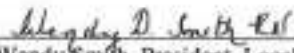
Qualifying Classifications

Community Health Nurse I
Community Health Nurse II
Community Health Nurse Supervisor I
Nurse Practitioner

Agreed as of this 1st day of December 2023.



Deborah F. Moore-Carter Labor Commissioner



Wendy Smith, President, Local 558

cc: Francine J. Childs, Acting Deputy Commissioner, BCHD
Phyllis Lee, HR Director, BCHD

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
INCLEMENT WEATHER LEAVE POLICY**

May 26, 2022

Wendy Smith, President
AFSCME Council 67 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

RE: Inclement Weather and Leave Usage

Dear Ms. Smith:

This is to confirm the treatment of an employee's previously scheduled leave when inclement weather results in Baltimore City Public Schools closing for the entire day. The leave day will be restored to the employee's accrued leave balance or the employee will be granted another day off with permission.

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 67 and Local 558:

A handwritten signature in black ink that reads "Wendy D. Smith" followed by "RU BSIS" and the date "5/31/22".
Wendy Smith, President

cc: Dr. Letitia Dzirasa, Commissioner, BCHD
Francine J. Childs, Assistant Commissioner, BCHD
Niela Magwood-Phoenix, HR Director, BCHD

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
SUSPEND GRIEVANCE PROCEDURE: 10-MONTH EMPLOYEES**

May 26, 2022

Wendy Smith, President
AFSCME Council 67 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

RE: Suspend Grievance Procedure: 10-Month Employees

Dear Ms. Smith:

Notwithstanding anything to the contrary in Articles 6 (Grievance and Arbitration Procedure) and 10 (Discipline and Discharge) any conduct, performance or action requiring discipline that occurs after June 1st of any given year involving ten-month employees shall be suspended until the first full week that employees return for service in the immediate following school year. Consequently, the requirement for serving discipline within thirty (30) days as well as the requirements for advancing any related grievance will be suspended.

Please accept this side letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 67 and Local 558:

5/31/22
Wendy Smith, President

cc: Dr. Letitia Dzirasa, Commissioner, BCHD
Francine J. Childs, Assistant Commissioner, BCHD
Niela Magwood-Phoenix, HR Director, BCHD

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
PERIODIC REVIEW OF PERSONNEL FILES**

May 26, 2022

Wendy Smith, President
AFSCME Council 67 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

RE: Periodic Review of Personnel Files

Dear Ms. Smith:

Periodically, employees may request that their supervisor review their personnel file. Their supervisor may expunge dated material when deemed appropriate. Nothing in this side letter shall be construed as requiring expungement of employee personnel files.

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 67 and Local 558:

A handwritten signature in black ink that reads "Wendy D. Smith" followed by "RW BSW" and "5/31/22".
Wendy Smith, President

cc: Dr. Letitia Dzirasa, Commissioner, BCHD
Francine J. Childs, Assistant Commissioner, BCHD
Niela Magwood-Phoenix, HR Director, BCHD

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
ARTICLE 22: MILEAGE ALLOWANCE**

May 26, 2022

Wendy Smith, President
AFSCME Council 67 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

RE: Article 22-Mileage Allowance

Dear Ms. Smith:

The Employer shall not require the transport of hazardous material in personal vehicles.

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 67 and Local 558:

A handwritten signature in black ink that reads "Wendy D. Smith".
Wendy Smith, President

cc: Dr. Letitia Dzirasa, Commissioner, BCHD
Francine J. Childs, Assistant Commissioner, BCHD
Niela Magwood-Phoenix, HR Director, BCHD

CITY OF BALTIMORE

BERNARD C. "JACK" YOUNG,
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
ARTICLE 8: LEAVES

Sec. 8.8 Sick Leave

At the beginning of each fiscal year, all bargaining unit employees will be front-loaded forty (40) hours of Sick and Safe Leave commensurate with the Maryland Healthy Working Families Act; and,

1. At the beginning of each fiscal year, the remaining approximately seven (7) days of paid Sick Leave will accrue in equal weekly/bi-weekly increments over the 12-month period; and
2. Any unused Sick and Safe Leave remaining at the end of the fiscal year, will be added to the employee's Sick Leave accrual; and,
3. The accrual and documentation of paid leave that qualifies as Sick and Safe Leave shall be periodically reported to each employee as directed in Section 3-1306 of the Maryland Healthy Working Families Act; and,
4. In each fiscal year following Fiscal Year 2020, employees will be permitted to use Sick and Safe Leave but only to the number of days allowable annually under the Maryland Healthy Working Families Act; and,
5. Notwithstanding the City's current policies and procedures, and the provisions of the Parties' MOU with respect to the use of paid sick leave, the City shall additionally permit all employees to use Sick and Safe Leave for the purposes recognized under the Maryland Healthy Working Families Act.

Twelve (12) month employees: The monthly accrual for 12-month employees, working 7:20 hours daily, will 4:00 hours a month, for each month of completed services, provided that the employee is in pay status at any time during the payroll period in which his/her anniversary date occurs.

Ten (10) month employees: The monthly accrual for 10-month employees, working 7:20 hours daily, will 3:20 hours a month, for each month of completed services, provided that the employee is in pay status at any time during the payroll period in which his/her anniversary date occurs.

The parties agree that this side letter shall replace Article 8.8(a), and will be automatically incorporated as the new Article 8.8(a) upon mutual agreement of the parties.

ADDENDUM I GRIEVANCE REPORT FORM



CITY OF BALTIMORE

GRIEVANCE REPORT

INSTRUCTIONS TO EMPLOYEE

1. Complete the front of this form only after you have discussed the grievance with your immediate supervisor and the grievance has not been satisfactorily resolved.
2. Submit the form to your next higher supervisor.
3. When the reply is received, you must check the box indicating whether the decision is accepted or rejected and then sign the form.
4. If you reject the 2nd step decision, you may submit the grievance to your agency head. This is the 3rd step of the grievance procedure.
- 5 a.) If you reject the 3rd step and your representative is from one of the City's labor organizations, you should consult your labor organization about the last step of the procedure which is binding arbitration.
- b.) If you reject the 3rd step and your representative is not from one of the City's labor organizations, you may submit the grievance to the Grievance Appeals Board. Forward a copy of this form and all other relevant documents to the Civil Service Commission. Address all mail to the "Grievance Appeals Board, Civil Service Commission." The decision of this Board is final.

INSTRUCTIONS TO MANAGEMENT

1. Write your response to the grievance in the indicated area.
2. Make 1 copy of form and any additional sheets for your files. Return form and any additional sheets to the employee.
3. See the Administrative Manual for additional information.

EMPLOYEE NAME	JOB TITLE	REPORT DATE
EMPLOYEE AGENCY	WORK LOCATION	
OTHER AGGRIEVED EMPLOYEES, IF ANY	EMPLOYEE REPRESENTATIVE—NAME	
	REPRESENTATIVE'S AFFILIATION	

GRIEVANCE (DESCRIBE BRIEFLY)

DATE YOU WERE AWARE OF GRIEVANCE	DATE GRIEVANCE PRESENTED TO IMMEDIATE SUPERVISOR	DATE OF RESPONSE FROM IMMEDIATE SUPERVISOR

EMPLOYEE'S SUGGESTED SOLUTION

EMPLOYEE SIGNATURE	REPRESENTATIVE SIGNATURE
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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
JUNETEENTH HOLIDAY FOR 10-MONTH EMPLOYEES**

May 26, 2022

Wendy Smith, President
AFSCME Council 67 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

RE: Juneteenth Holiday for 10-Month Employees

Dear Ms. Smith:

In accordance with the City of Baltimore's recognition of Juneteenth as an official City holiday, and consistent with Article 7 (Holidays), Section 7.1(a), if the Juneteenth holiday occurs on or before the 216th work day of ten-month employees, then those employees will be paid for the holiday, but will not receive Administrative Leave in addition to the holiday pay.

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 67 and Local 558:

A handwritten signature in black ink that reads "Wendy D. Smith".
Wendy Smith, President Date 5/26/22

cc: Dr. Letitia Dzirasa, Commissioner, BCHD
Francine J. Childs, Assistant Commissioner, BCHD
Niela Magwood-Phoenix, HR Director, BCHD

CITY OF BALTIMORE

DEPARTMENT OF HUMAN RESOURCES



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, LABOR COMMISSIONER
1100 Commissioners
317 E. Fayette Street, Suite 1200
Baltimore, Maryland 21202
410.396.4565

ADDENDUM K
Uniform Reimbursement

December 1, 2023

Wendy Smith, President
AFSCME Council 3 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

Dear Ms. Smith:

The uniform reimbursement maximum shall be increased from three hundred dollars (\$300.00) to four hundred dollars (\$400.00).

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 3 and Local 558:

Wendy Smith, President

A handwritten signature in black ink that reads "Wendy D. Smith".

cc: Francine J. Childs, Acting Deputy Commissioner, BCHD
Phyllis Lee, HR Director, BCHD



ADDENDUM L
Payroll Errors

December 1, 2023

Wendy Smith, President
AFSCME Council 3 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

Dear Ms. Smith:

This Side Letter is executed to document the understanding and accord between AFSCME Council 3 and Local 558 with respect to the Workday-related payroll matters. Accordingly, it is hereby agreed that, effective the date of the notation by the Board of Estimates, the City will implement the following measures to address payroll system errors associated with the Workday as a pilot program that will continue through June 30, 2024, in 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 performance 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 with sixty (60) days after reporting the mistake.
3. The respective Agency will process the reimbursement request within two (2) pay periods of the document submission. The monies employees receive for the reimbursement under the pilot program will be considered taxable income.
4. For any grievance under the Side letter involving a claim of \$1,000.00 or less, the arbitration procedure will be limited to Grievance Arbitration pursuant to the Article 6 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 Grievance Arbitration Rules of Article 6.

Sincerely,

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

Please accept this side letter as a memorialization of our understanding.

Wendy D. Smith

Wendy Smith, President, Local 558/Date

cc: Simone C. Johnson, Deputy Chief Administrative Officer, Mayor's Office
Gary Gilkey, Chief of Labor Personnel & Employment, LAW
Micheal Moiseyev, Director of Finance, Finance Administration
Francine J. Childs, Acting Deputy Commissioner, BCHD
Phyllis Lee, Chief People Officer, BCHD

CITY OF BALTIMORE

THE OFFICE OF THE CITY CLERK



OFFICE OF THE LABOR COMMISSIONER
DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1219
Baltimore, Maryland 21202
410-396-4165

ADDENDUM M
Summer Pay

December 1, 2023

Wendy Smith, President
AFSCME Council 3 & Local 558
Community Health Nurses
1410 Bush Street
Baltimore, MD 21230

Dear Ms. Smith:

The Office of the Labor Commissioner, the Health Department, and the Department of Human Resources shall convene a working group to develop a plan to ensure that 10-month employees who take voluntary summer assignments receive the same hourly rate that they received during the prior 10-month period. The working group shall report its results to the Union no later than February 29, 2024.

Please accept this side letter as compliance with our understanding.

Sincerely,

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

Deborah F. Moore-Carter Labor
Commissioner

Accepted for AFSCME Council 3 and Local 558:

Wendy Smith, President

A handwritten signature in black ink that reads "Wendy Smith".

cc: Francine J. Childs, Acting Deputy Commissioner, BCHD
Phyllis Lee, HR Director, BCHD

**ADDENDUM N:
CLASSIFICATION LISTING**

Job Code	Job Profile Name	Grade
62220	Registered Nurse, School Health, 10-month	501
62221	Community Health Nurse I, 10-month	503
62223	Registered Nurse I, School Health, 10-month	503
62222	Community Health Nurse II, 10-month	507
62224	Registered Nurse II, School Health, 10-month	507
62293	Nurse Practitioner, 10-month	510
62210	Registered Nurse - School Health, 12-month	532
62211	Community Health Nurse I, 12-month	537
62212	Community Health Nurse II, 12-month	542
62215	Community Health Nurse Supervisor I	544
62294	Nurse Practitioner	546

ADDENDUM O: SUBCONTRACTS

March 5, 2026

Patrick Moran, President
AFSCME Council 3
1410 Bush Street
Baltimore, Maryland 21230

RE: Subcontracts

Dear President Moran:

During the term of this Agreement, there shall be an annual meeting each fiscal year, to be scheduled at a mutually agreeable time, to discuss the subject of City contracting to cover staffing shortages that fall within the scope of the work performed by bargaining unit employees, and the possibility of in-sourcing such work.

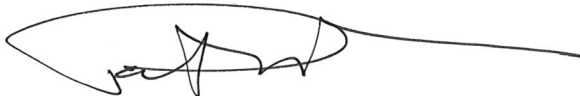
The City's representatives at the meeting shall be the City Administrator, the Mayor's Chief of Staff, and the Labor Commissioner. AFSCME Council 3 shall identify its representatives in advance of the meeting. The meeting shall be a working session and scheduled for no less than two (2) hours.

Sincerely,



Deborah F. Moore-Carter
Labor Commissioner

Accepted for AFSCME:



Patrick Moran, President

**ADDENDUM P:
HARASSMENT/BULLYING POLICY**

March Σ, 2026

Patrick Moran, President
AFSCME Council 3
1410 Bush Street
Baltimore, MD 21230

RE: Harassment/Bullying Policy

Dear President Moran:

The City agrees to develop and deploy a policy concerning harassment/bullying that is not based on a protected characteristic, within 180 days of this ratification of this Agreement. The City agrees to consult with the union on the program's provisions prior to enactment.

Sincerely,



Deborah F. Moore-Carter
Labor Commissioner

Accepted for AFSCME:



Patrick Moran, President

**ADDENDUM Q:
Maryland Family and Medical Leave Insurance ("FAMLI")**

March 5, 2026

Patrick Moran, President
AFSCME Council 3
1410 Bush Street
Baltimore, MD 21230

RE: Maryland Family and Medical Leave Insurance ("FAMLI")

Dear President Moran:

After the State has issued implementation regulations for the Maryland Family and Medical Leave Insurance ("FAMLI") program, the City and AFSCME Maryland Council 3 will commence negotiations over the implementation of the FAMLI program with respect to those aspects of the FAMLI program with which are subject to bargaining, including employee payroll deductions. Even if the State has not yet implemented regulations, the parties will commence negotiations over implementation of the FAMLI program no later than 90 days before the start of any payroll deductions.

Sincerely,



Deborah F. Moore-Carter
Labor Commissioner

Accepted for AFSCME:



Patrick Moran, President