

MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2027

between

THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE FIGHTERS

LOCAL 734, IAFF

AFL-CIO, CLC

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**MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2027**

**THE MAYOR AND CITY COUNCIL OF BALTIMORE
and
BALTIMORE FIRE FIGHTERS, LOCAL 734
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO, CLC**

This Memorandum of Understanding is entered into this 1st day of July 2026 through June 30, 2027, by and between the Mayor and City Council of Baltimore ("Employer" or "City") and the Baltimore Fire Fighters, Local 734, IAFF, AFL-CIO, CLC ("Union"). The terms and conditions of this document shall constitute a mandate to the Mayor of Baltimore City with respect to such matters which can be remedied administratively by the "Mayor", and as a mandate to the Board of Estimates and the City Council with respect to matters which require legislative action necessary to implement the Agreement in lieu of a decision of the Board of Arbitration.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

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

ARTICLE 2: RECOGNITION

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

- B.
 - 1. The Employer shall continue to recognize the Union as the exclusive representative for all apprentices, trainees and/or entry level employees, and lateral entry paramedics, within the Department. The terms and conditions of employment within this Agreement for the Union's bargaining unit shall apply to those employees.

 - 2. The Employer shall phase-out the Baltimore City Fire Department's Joint Apprenticeship Program. No additional apprenticeship classes shall be started. Candidates in the classes currently active, shall complete the course of study, all training and licensure required under the Apprenticeship Standards, including Advanced Life Support ("ALS") certification by MIEMSS.

 - 3. To replace the Joint Apprenticeship Program, the Employer shall organize, fund, and safely operate a training program for all candidates recruited to work within the Fire Suppression Service and/or the Emergency Medical Service, and those candidates shall be assigned to an appropriate grade by the Department of Human Resources, at a total annual salary that is no less than that observed previously for members with the same duties. The Employer shall begin with skilled and adequately fit candidates to successfully complete training and pass all required certification programs within four years following employment. The Employer's standards for the program shall include an exact curriculum of courses, a timetable for all candidates to complete and pass training in Fire Suppression and Advanced Life Support licensure, and known sanctions for a candidate's failure to perform to standards or to complete expected certifications on time. Current and accurate records shall be kept by the Employer to track the performance of each candidate, with periodic performance reviews issued to the candidates to make known to the candidate the Employer's expectations. There shall be no exercises that may subject candidates to

unreasonable risk. For the candidates in classes 07-01, 07-02, 08-01, 09-01, and future classes, ALS training shall be made available for candidates who request to be trained in ALS.

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

4. It is the Employer's right to adopt and modify the standards and practices for the training program, subject, however, to the provisions of ¶ B.3 of this Article, and with notice to the Union.
- C. The Employer agrees to furnish the Union with the titles, classifications, rates of pay and job description of all employees in the unit upon request.

ARTICLE 3: CHECKOFF

- A. The Employer agrees to deduct Union dues from the pay of any employee whom the Union is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the MERO, Section 6-1. The dues deduction, as authorized, shall be updated on a quarterly basis to reflect adjustments from promotions and otherwise in an employee's total annual salary. The Employer shall transmit all such monies withheld to the Union within seven (7) days of said deduction.
- B. The Employer agrees to supply the Union with a dues deduction computer printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name, address, location, annual salary and amount deducted per pay period. Said deductions and printout shall be without cost to the Union. In addition, the Employer agrees to supply the Union with employee change notices, i.e., cutoff, promotion, change of address, etc., as they occur, without cost to the Union.
- C. Such authorization shall be continued from year to year unless revoked in writing thirty (30) days prior to the employee's anniversary date.
- D. The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Section, and the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the City to the Union. Should the Employer fail to pay any sum that is a part of an employee's total annual compensation, the Employer shall deduct and withhold union dues from that sum whenever it is paid, and it shall remit the sum withheld as union dues check-off.

ARTICLE 4: DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin,

political affiliation, disability as defined in the Americans with Disabilities Act, or sexual orientation.

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

ARTICLE 5: MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer shall have all of the rights set forth in Baltimore City Charter (As Last Amended by Ch. 531, Acts of 2014), Article VII, Sections 47, 48 (a) and (d), and Sections 51 (b) and (c); and in provisions of the MERO, Section 3-2, which provisions are incorporated herein by reference.

ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

- A. Subject to any limitation of existing law, any grievance, defined in the MERO, Section 1-1(g), as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1. Within thirty (30) calendar days of the date of the grievance or knowledge by the affected employee of the occurrence giving rise to the grievance, the employee, accompanied by an authorized representative of the Union, shall orally discuss the grievance with his immediate officer. The aggrieved employee and representative shall attempt to resolve the complaint with all parties involved. In the event the grievance is not resolved at this level within thirty (30) calendar days, the employee and his Union representative shall present the grievance in writing to the Senior Officer of the unit to which the member is assigned, House Captain, or to the Senior EMS Officer on the employee's shift. If the grievance is not resolved at this level within thirty (30) calendar days, the Union Battalion representative shall present the grievance in writing to the Battalion Chief.

Step 2. If the grievance is not satisfactorily resolved within fifteen (15) calendar days of presentation to the Battalion Chief, the aggrieved employee shall forward the grievance in writing through a Union Vice President to the appropriate Deputy Chief. Within fourteen (14) calendar days of the presentation, that Deputy Chief shall hold a meeting with an appropriate Union Representative to discuss the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, a written grievance may be taken to the Chief of Fire Department or his designee within fifteen (15) calendar days following the completion of Step 2. The Chief or his designee shall meet and discuss the grievance with an appropriate Union Official within twenty (20) calendar days of receipt of the grievance. A written answer to the grievance shall be submitted to the employee and an appropriate union official within twenty (20) calendar days thereafter. Should the Union not receive a written response within twenty (20) calendar days, it may advance the grievance to the next step. Any grievance concerning the specific action of the Chief of Fire Department or any grievance which affects more than one employee may be commenced at Step 3.

Step 4. If the grievance has not been satisfactorily resolved at Step 3, the grievance may be taken to the Office of the Labor Commissioner of the City of Baltimore by the Union President or his designee within fifteen (15) calendar days following the completing of Step 3. Within fifteen (15) calendar days of receipt of the grievance, the Labor Commissioner or his designee shall meet with the Union President or his designee and the aggrieved employee to discuss the

grievance. The Labor Commissioner or his designee shall respond in writing to the President of the Union within twenty (20) calendar days thereafter. Should the Union not receive a written response within twenty (20) days, it may advance the grievance to the next step.

Step 5. Shall be binding arbitration, which shall be available if a grievance is not settled or withdrawn by prior action of the Union. Arbitration shall be demanded by a letter or email addressed, jointly, to the Chief of Fire Department and the Office of the Labor Commissioner. The Union's letter or email making a demand for arbitration shall be timely if it is delivered within thirty (30) calendar days after completion of Step 3, or Step 4 if that Step is conducted by agreement.

- B. The parties shall appoint an arbitrator to hear and decide all issues by alternately striking from a list of seven arbitrators who each are members of the National Academy of Arbitrators Baltimore/Washington Area list furnished to them by the American Arbitration Association. The first strike made in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.
- C. The Union is the only party that may demand arbitration on behalf of the bargaining unit, and/or any members of the bargaining unit. Any award issued by an arbitrator shall be final and binding on the Union, the Mayor and City Council (and all constituent City agencies), and the employee(s) aggrieved. Should the Union decide not to proceed to arbitration, the employee(s) aggrieved shall likewise be bound by that decision.
- D. 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.
- E. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.
- F. In computing the time limits under this Article, the date of the preceding event shall be counted. Commencing at Step 3, Saturdays, Sundays, and legal holidays shall not be counted in computing time limits. The time period for filing a grievance to contest any form of discipline shall not begin until the final administrative action has occurred within the Fire Department and the employee(s) affected have received written notice of such action.
- G. The rights of any employee who is discharged, permanently reduced in pay or position, or suspended for more than thirty (30) days shall be prescribed in Article 12 of this Agreement. The employee shall be entitled to all rights and remedies that are available to the employees under Baltimore City Charter (as last amended by Resolution 14-016; Chapter 531, Acts of 2014), Article VII, Section 100 (a), which are expressly reserved.
- H. Any employee who is disciplined, but as to whom a due process hearing is not available under Baltimore City Charter, Article VII, Section 100, shall be permitted to grieve and/or arbitrate the discipline under this Article; provided, however, that any employee who is suspended for five or more days, but less than thirty-one (31) days, shall also be permitted to arbitrate a grievance pursuant to this Article. The issue presented, which may be decided by an arbitrator, shall be

whether, consistent with Baltimore City Code (2010 as published by the Department of Legislative Reference), Article 12, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

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

ARTICLE 7: UNION STEWARDS & UNION REPRESENTATION

- A. The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties, and, where provided for in this Agreement, the Union President and/or representative in all grievances filed under this Agreement.
- B. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.
- C. There shall be no more than one (1) Union Steward and alternate in each area referred to in Section A, above.
- D. After appropriate notice to his immediate superior, a Union Representative shall be granted reasonable time off during working hours with pay where the representative is engaged in processing a grievance under Article 6 of this Agreement, except when granting such leave would adversely affect delivery of emergency services.
- E. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members, or inhibit or hamper any employee's constitutional right of free speech.
- F. The President of the Union shall be detailed to Fire Department headquarters for the duration of this Agreement, and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President. The Union shall submit to the Office of the Labor Commissioner the name of one employee who, on behalf of the Union, shall be assigned on a full-time basis to perform labor relations duties, process grievances, and to assist in monitoring the IAFF/IAFC wellness program. Once the assignment is approved by the Employer, which approval shall not be unreasonably withheld, the employee shall be compensated by the Employer at the employee's regular rate of pay, and without loss of the benefits that are associated with the employee's regular job class.
- G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance and arbitration procedure herein for any disciplinary action taken against them for conduct while acting in their official capacity as officers of the Union.
- H. The Union shall be granted access as scheduled by the Fire Academy to address each Fire Academy class shortly before the class graduates. Sufficient time shall be given for the Union to review its contract, City employee programs, dues or service fee check-off procedures and similar matters with the class. The Union recognizes that the rights of "probationary" employees are defined in Baltimore

City Code (2009 as published by the Baltimore City Department of Legislative Reference), Article 12, Section 1-1(d).

ARTICLE 8: HOURS OF WORK

- A. The following terms shall remain in effect through December 31, 2013:
1. The regularly scheduled workweek for all fire suppression and Emergency Medical Services ("EMS") personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2190 hours annually. The present procedure of scheduling 10- and 14-hour shifts shall be maintained.
 2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C-1 Work Schedule, attached hereto, which is intended to represent the schedule set forth herein. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.
- B. The schedule and hours of work for the Fire Suppression Division shall be as follows:
1. Effective September 1, 2023, Fire Suppression Division shift employees (but not day work employees) shall be assigned to a four (4) platoon, 24-hour shift work schedule for a regularly scheduled average of approximately 46.3 work hours each week, the aggregate of which shall be 2,409.3 hours per year, on a ten (10) number system (for a total of 9.1 impact days annually).
 2. The base schedule of 47 hours per week for Fire Suppression will be one 24-hour shift of work, followed by one day off, followed in turn, by a second 24-hour shift of work (the "24/24/24"). After the second work shift of 24 hours, there will be five consecutive regularly scheduled days off. This pattern completes an eight (8) calendar day cycle. The next eight (8) calendar days repeat that same pattern, with the vacation option day falling every forty-eight days within a six (6) number system. The complete eight (8) day pattern shall be: W-0-W-0-0-0-0-0. (W) Work and (0) Off. Personnel assigned to the Fire Suppression Division will be assigned to a 24-hour "impact" day rotation that will alternate every 38th and 42nd day for an average of one impact day every forty (40) calendar days. This schedule shall yield the option of a thirteen-day break from work every forty-six (46) calendar days, except when an impact day falls within a member's first choice vacation. The calendar template for the 24-hour schedule effective as of September 1, 2023 is appended to this Agreement as Addendum C.

Notwithstanding anything to the contrary in this paragraph above, upon the effective date of this Agreement, the Department shall amend the MOP 322 series to permit employees to exercise a vacation option on their 24-hour "impact" day. The employee must submit a leave request through the

chain of command to forfeit one 24-hour vacation option (Kelly number) at least seven (7) days prior to or which falls within ninety days after the date for which they seek to exercise the vacation option. The leave request must be approved before the employee is permitted to take the requested vacation option. Employees may not swap this opportunity. When an employee exercises this opportunity, it is entered in Telestaff as "VX." The leave utilized in exercising this option may be vacation, holiday, or personal leave, as the employee may direct.

3. On and after January 1, 2014, personnel assigned to the Fire Suppression Division will remain on the six-number vacation system, and will receive approximately 15 first choice vacation options per year, as provided in Section 30.C.
4. An impact day cannot result in the assignment of two (2) days or forty-eight (48) hours of work consecutively. An impact day may be exchanged or swapped between employees, in 10, 14, and/or 24-hour blocks as elected by the employee.
5. Employees may not take vacation, personal, holidays or compensatory leave on impact days. Notwithstanding the preceding sentence, upon the effective date of this Agreement, the Chief of Department shall issue a new MOP (in the MOP 322 series) which will allow employees to use a first-choice vacation option of another member on their own regularly scheduled impact day, subject to certain agreed-upon restrictions.

It is further understood by and between the parties that the MOP to be issued by the Chief of Department as referenced in Article 8.B.5 above shall include the following restrictions:

- a. The procedures in MOP 322 (in the MOP 322 series) concerning "Vacation Received" shall be applicable to using first choice vacation options on impact days as set forth herein.
- b. Under no circumstances shall this use of first choice vacation options on impact days create any additional cost, through overtime, acting out of title, or otherwise, to the City. In the event that it does create a cost, the Chief of Department shall have the right to modify, suspend, or discontinue the MOP, as the Chief determines to be in the best interests of the Department.

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

6. In the event of a jury summons or other court appearance, the terms of MOP 339-1 shall continue to be observed. Notwithstanding anything to the contrary in the MOP, for jury service in particular, pursuant to Maryland Code, Courts and Judicial Proceedings Article, Section 8-501(b)(1) and (2), if a member is summoned and appears for jury service for 4 or more hours, including travel time, that member shall not be called to work on or after 5pm on the day of the member's appearance for jury service or before 3am on the following day of the member's appearance for jury service. However, if the member is summoned and appears for jury service for less than 4 hours, including travel time, once released by the court, the member must immediately report for duty for the balance of his/her shift.
7. The new Fire Suppression schedule shall not apply to personnel on day work in the following areas; Fire Academy, Fire Prevention Bureau, Special Operations Command, HazMat, Air Mask Repair, Fire Supply Fire Maintenance, Information Technology (IT), EMS, OEM, Safety and as Staff Aides. The new Fire Suppression schedule shall apply to all personnel assigned to shift work, including personnel assigned to fire companies, Fire Investigation, Fire Prevention Bureau (on shift), Telestaff, Air Logistics, Special Operations, and as Shift Safety Officers or Shift Commander's Office Aides. Employees acting as instructors at the Fire Academy shall work a 4-day, 40-hour week.

Personnel who are reassigned, involuntarily, from Fire Suppression to day work shall not suffer a loss of pay or position, and it is understood that such employees, to remain in Fire Suppression status, may be assigned up to 47 hours a week, about which schedule the Employer shall first consult with the Union.

8. The work day for Fire Suppression personnel shall begin at 0700 hours (7:00 AM).

C.

1. For the term of this Agreement, the regular work schedule and hours of work for all members of the EMS Division of four (4) days on (two 10-hour days followed by two 14-hour nights) followed by four (4) days off shall remain in effect and unchanged, which schedule shall be that reflected in Addendum C-1.
2. Effective January 1, 2014, the Employer may organize and operate new EMS shifts known as "E" and "F" shifts, which shall be staffed seven (7) days per week. These E and F shifts may consist of two or more medic units each to be staffed and operated on a 12-hour basis during peak times every day of the week. The City may staff these E and F shifts with new hires or with volunteers from the existing workforce. Employees assigned to these shifts will be scheduled to work four (4) days consecutively, followed by a minimum of four (4) days off. The regular positions on these shifts will be filled only by employees who hold active ALS or BLS certification from MIEMSS. No employees shall be involuntarily assigned to staff these shifts, either on a permanent or temporary basis. Bids for voluntary placement on these E and F shifts shall be awarded to the most senior employees based on seniority within the EMS Division.

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

4.

a. Effective upon the Union's ratification of this Agreement, part C of this subparagraph C.4 shall no longer govern the order of detail work assignments for back filling vacant positions in the EMS Division, except as provided in part b below.

b. As long as the percentage of vacant positions among the total number of Funded Operational Positions (as defined below) (hereinafter referred to as the "Vacancy Rate") is 5.0% or lower, part a of this subparagraph C.4 shall continue to govern the order of detail work assignments to back fill vacant positions in the EMS Division. In the event that one or more Funded Operational Positions above a 5.0% Vacancy Rate is vacant for a period of thirty (30) consecutive days, at the end of such 30-day period part c below of this subparagraph C.4 shall govern the order of detail work assignments for back filling vacant EMS Division positions until the Vacancy Rate is 5.0% or less. When the Vacancy Rate is 5.0% or less, EMS Division vacancies shall be back filled in accordance with part a above. For purposes of this paragraph, "Funded Operational Positions" shall mean the number of funded positions in the Fire Suppression and Emergency Medical Services Divisions covered by this Agreement excluding day work and office personnel, as set forth in the FY 2017 Adopted Budget.

c. To back fill vacant positions in the EMS Division, day by day, detail work assignments shall be made in the following order:

First, the Department may assign to the EMS Division non-rated Fire Suppression personnel in the Telestaff EMS rotation who are ALS or BLS certified and who are working on an impact day, such assignment not to exceed a period of fourteen (14) consecutive hours in any shift for those individuals, and such EMS assignments shall be equitably distributed.

Second, the Department shall offer that work, on an overtime basis, to members permanently assigned to the EMS Division.

Third, the Department shall offer the work on an overtime basis to members permanently assigned to the Fire Suppression Division in the Telestaff EMS rotation who are ALS or BLS certified, and the overtime opportunities shall be equitably distributed.

Fourth, the Department shall temporarily detail non-rated Fire Suppression personnel in the Telestaff EMS rotation who are ALS or BLS certified to EMS Division units, and should that back fill cause a vacant Fire Suppression position in a four-member complement of a Fire Suppression unit, the Department shall make a call back to fill the temporary opening.

Back-fill assignments of a member of the Fire Suppression unit to an EMS unit may not be for a period of more than fourteen (14) hours, subject to incidental hold-overs beyond fourteen (14) hours in the event of urgent need of the Department.

- D. All rated personnel (Pump Operators, Emergency Vehicle Drivers, Emergency Boat Operators, Marine Engineers, Fire Inspectors, and Field Operations Aides) who are not assigned to the EMS Division (and not in the medic rotation) may elect to drop their ALS certification(s) from MIEMSS, which request shall be honored, subject to the approval of the Fire Chief, upon expiration of the employee's certification.
- E. No employee shall be laid off, terminated, demoted/reduced in rank, furloughed or reduced in wage or position as a result of the schedule change during the term of this Agreement.
- F. The following implementation rules shall apply to the changes that are adopted under this Agreement to begin in Fiscal Year 2014:
 - 1. Through June 30, 2019, the City shall not make any proposal to further increase, nor shall it further increase, the number of hours worked by Fire Suppression personnel above and beyond the shift and schedule changes to be implemented on January 1, 2014 under this Article.
 - 2. The changes in work schedules and hours of work for suppression employees that are provided for under this Article 13 are conditioned on implementation and payment of the wage increases noted in Article 13.A.2, and those added amounts shall continue to be paid through the term of this Agreement concurrently with the schedule and hours changes. If any of the Fiscal Year 2014 payments are reduced or discontinued during the term of this Agreement, the work schedules and hours of work for suppression employees shall revert to those last in effect between July 1, 2012 and June 30, 2013. In all other respects, the wages and wage increases that are due under Article 13 shall be subject to revision only if the terms of Article 36.B of this Agreement are satisfied.
- G. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief. Except in the case of working incidents or other exceptional circumstances (e.g. weather events, civil unrest, etc.), personnel shall not be held over for more than ninety (90) minutes beyond the end of their shift. Personnel not relieved within that period shall be excused from duty once approved by the appropriate Battalion Chief.
- H. Employees shall be permitted to exchange at any one time either 1 or 2 vacation choices or turns with employees in the same firehouse. Members may, with the permission of their respective Battalion Chiefs, make exchanges within their Battalions. Members may exchange vacation choices or turns within the Department with the permission of the Battalion Chiefs of the battalions involved. Responsibility for repayment of time or compensation in lieu of repayment of time rests exclusively with the two (2) employees agreeing to the exchange of tours of duty. The Department will undertake neither enforcement nor repayment of the time nor compensation not paid as a result of the said agreement between the employees affected.

If there are enough qualified personnel to fulfill the requirements of a medical unit, it will be permissible for EMS Division personnel to: (1) swap vacation days department-wide with the permission of the Battalion Chief, Medical Division; and/or (2) exchange vacation choices or turns within the respective battalion in which the medical unit is assigned.

- I. Employees in the Fire Fighters bargaining unit may exchange vacation opportunities with employees in the Fire Officers bargaining unit.
- J. As personnel shall remain deployed in four shifts or platoons, there shall be no Division-wide redraw either in Fire Suppression or EMS, nor shall there be a new Department-wide assignment of vacation numbers within the six-number vacation system. Personnel may be reassigned and given new vacation numbers consistent with Article 30.J. The impact numbers shall be assigned as discussed between the Fire Department and the Fire Unions before the new work schedule is implemented.
- K. Employees may exchange work shifts provided no individual may work more than twenty-four (24) consecutive hours except under emergency conditions. Employees who voluntarily swap tours of duty to work longer than their normal shift will not be eligible for meal allowance or overtime under Article 9 of this Agreement. If the employee who voluntarily works an additional shift is held past that shift due to emergency operations, the employee shall be eligible for the provisions of Article 9. The Employer shall have the right to disapprove any swap of work dates that would invoke the provision of Fair Labor Standards Act ("FLSA") overtime payment for public safety employees.
- L. An employee shall be excused from duty upon proper relief within the two-hour period prior to the end of his shift by his Unit Officer, or member acting as such, or earlier upon consent of the Company officer.
- M. Before scheduling the work hours of any unit, the Employer shall notify the Union thirty (30) days in advance, so that the parties may have opportunity to further discuss any change prior to implementation. The Chief of Fire Department shall have scheduling authority.
- N. Shift exchanges (open-ended swaps) permitted between members shall expire in the event of a transfer to the same shift, or a separation from service for retirement, death, termination, or resignation after a swap is made.
- O. Except as otherwise provided in Article 9.H with respect to the specific certifications noted therein, it is the agreed rule that the Employer shall pay its employees for all time spent as a condition of employment to maintain a qualification for the member's classification in classroom instruction, training and/or preceptorship, and such time spent shall be considered as hours of work. This obligation shall not include time devoted by a member to personal study or for remedial studies.

ARTICLE 9: OVERTIME

- A. All hours worked in excess of regularly scheduled work days or in excess of the regularly scheduled work period shall be overtime and shall be paid for at the rate of one and one half (1¹/₂) times the normal straight time rate of pay.

Notwithstanding the regularly scheduled work days and work periods for members of the bargaining unit, in the application of overtime pay the Employer shall also distinguish between employees who are FLSA § 7(k) exempt and employees who are not exempt under FLSA §7(k), with the result that the Employer shall extend overtime pay for all regularly scheduled hours of work within the EMS Division that are in excess of forty (40) hours in a week. The Employer shall apply General Order No. 46-09 (July 21, 2009) concerning overtime pay for members assigned to the EMS Division, which General Order is appended as a part of this Agreement as Addendum G. The hourly overtime rate shall be paid after an employee has worked for a minimum of fifteen minutes overtime.

The FLSA work period for employees assigned to the 47-hour schedule shall be 24-days and shall begin on January 1, 2014 at 7:00 a.m. (the previous 8-day period shall no longer apply). The pay period for such employees shall remain the same.

- B. Employees called in to work outside their regular shift shall be paid a minimum of four (4) hours overtime at the rate of one and one-half ($1\frac{1}{2}$) times their normal rate. Any employee called in or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half times ($1\frac{1}{2}$) his regular rate of pay only for the time worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. Nothing herein shall be construed to mean compounding of overtime. The Union shall be provided the names, companies, and shifts of all employees called back within three (3) days of the call back.
- C. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.
- D. A protocol shall be drawn up by the parties before February 1, 2012 setting out the governing rules for the Fire Department's Telestaff system, and the assignments and recording of overtime assignments. All call back and overtime assignments shall be distributed equitably between members of the bargaining unit with equalization of the "overtime bucket" desired result. Compensatory time shall be granted in lieu of overtime pay at the employee's request.
- E. No employee will lose pay due to a shortening of the actual hours of work caused by the changing of clocks for the observance of Daylight Savings Time.
- F. An employee whose actual hours of work are extended due to the changing of clocks for the return of Standard Time will be eligible for overtime pay for all work performed in excess of the regular work shift.
- G. The Employer shall issue an MOP as annexed to this Agreement to apply current law to correctly implement the FLSA § 7(K) exemption to personnel who are assigned to the EMS Division. Any revisions to the MOP once adopted shall likewise be submitted to the Union for review and discussions. Publication and receipt of the MOP shall be verified following the procedures for Manual Releases set out in MOP 002.
- H. Recertification

1. Until the Department commences providing ALS recertification training during employees' regular working hours, which shall not be before May 2022, subject to the conditions agreed by side letter in negotiations in 2007, by agreement, the City Department of Human Resources (the "DHR") and the Civil Service Commission have the authority to amend the Classification Description for members who hold either (i) a Basic Life Support Certification ("BLS"); (ii) Advanced Life Support ("ALS") Certification as Cardiac Rescue Technician ("CRT"); (iii) Emergency Medical Technician-I (EMT-I), (iv) Emergency Medical Technician-P (EMT-P); or (v) Emergency Medical Dispatch ("EMD"), to require those members to continue to maintain their current level of certification (either BLS, ALS or EMD) as a condition of employment. Members subject to the condition to continue ALS or EMD certification shall be required to recertify or renew their MIEMSS certification, as they may voluntarily elect, either (i) on their own and at their own expense, or (ii) through on-site programs organized and offered by the Baltimore City Fire Department. If an employee elects an on-site program, the employee may be required to report in uniform, all costs associated with that program, preparation and training, shall be paid by the Employer, and the employee shall be credited with one day of additional paid leave as vacation for each day spent in such training and preparation. The employees who are required to complete biennial ALS re-licensure shall have the option to choose to receive one of the following benefit options:

Option 1: Compensatory time credit: Employees who take training at the City's training facility shall receive compensatory time credit in an amount equal to 1.5 times the number of hours in each training course with the expectation that employees choosing this option shall have the ability to earn 90 compensatory hours for the two-year re-licensure period (60 con-ed hours x 1.5 = comp hours). It is understood that a course which is scheduled for a set number of credit hours (e.g., six hours) shall be worth nine hours of comp time credit whether the course takes the full amount of time (e.g., six hours) or a shorter period of time (e.g., four hours). The City agrees to give employees some type of 'receipt' of proof of attendance upon completion of a given training course.

Option 2: Monetary Stipend: Employees who complete their re-licensure and present certification of same to the City may choose, instead, to receive a monetary stipend of \$2,700.00. Course may be taken at the City's facility or elsewhere. The City may require certain skills evaluations related to re-licensure to be taken at the City's training center. Members subject to the condition to continue BLS certification shall be offered and complete such recertification within their regular work schedule through on-site programs organized and offered by the Baltimore City Fire Department.

2. Upon the Department's commencement of providing ALS recertification to employees during their regular working hours, subject to the conditions agreed by side letter in negotiations in 2007, by agreement, the City Department of Human Resources (the "DHR") and the Civil Service Commission have the authority to amend the Classification Description for members who hold either (i) a Basic Life Support ("BLS") certificate; (ii) an Advanced Life Support ("ALS") Certification as Cardiac Rescue Technician ("CRT"), (iii) Emergency Medical Technician-I ("EMT-I"), (iv) Emergency Medical Technician-P ("EMT-P"); or (v) Emergency Medical Dispatch ("EMD"), to require those members to continue to

maintain their current level of certification (either BLS, ALS or EMD) as a condition of employment. Members subject to the condition to continue ALS or EMD certification shall be required to recertify or renew their MIEMSS certification through on-site programs organized and offered by the Department. The employee shall be required to report in uniform, and all costs associated with that program, preparation and training, shall be paid by the Employer.

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: HEALTH AND WELFARE

- A. The Fourth Health and Prescription Drug Plan Agreement, agreed to by the parties and noted by the Board of Estimates on December 17, 2025, is attached hereto as Addendum A and shall remain in effect as provided herein.
- B.
 1. The Employer shall remit an annual payment of \$650 (which shall not be treated as a part of total annual salary) to be paid in bi-weekly installments to each employee who, with satisfactory proof of alternative Health Insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other 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 sixty (60) days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.
 2. An employee shall be entitled to a Hospital Bill Audit Gain sharing payment of 33 1/3% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of \$3,000.00 to the employee for each incident. In order to qualify for the Gain sharing payment, the employee must: (i) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent; and (ii) notify the City's Employee Benefits Division of the error within 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.
 3. Employees may transfer between Employer-sponsored health programs during open enrollment periods without penalty or exclusion of benefits. Existing memberships may alter enrollment status (adding and removing eligible dependents) in accordance with Employee Benefits Division guidelines.

- C. The following benefits, in conjunction with Resolutions of the Board of Estimates adopted July 1, 1970 and March 28, 1973, relating to death, accidental death and dismemberment, shall remain in effect as follows for the duration of this Agreement:
1. The face amount of the death benefit shall be an amount equivalent to the deceased employee's total annual salary on the date of the employee's death plus \$1,500. In the event of the death or accidental death of an employee so covered, the amount of the benefit shall be paid to such beneficiary as the employee shall have, from time to time, specifically designated, or in the event there is no named beneficiary, then the amount shall be paid to his estate. In the event of the accidental death of such employee, such designated beneficiary or his estate shall receive double the said amount in indemnity benefits. The maximum amount provided for double dismemberment shall likewise be increased to an amount equivalent to the injured employee's total annual salary on the date of the employee's injury.
 2. The additional accidental death benefit provided for in Paragraph (1) immediately above shall not apply to accidental death or dismemberment of an employee in line of duty.
 3. The benefits and coverage provided for in Paragraph (1) above shall be converted upon retirement to a \$10,000 death benefit with double the same amount of indemnity benefits in the event of accidental death, payable to the designated beneficiary or his estate, as in Paragraph (1) above. The maximum amount provided for double dismemberment shall likewise be converted to \$7,000, with one-half (1/2) of said sum payable for a single dismemberment.
 4. All retirees currently protected by the coverage described herein shall continue to receive same in the amount of \$10,000 with double indemnity and dismemberment benefits, as provided for in Paragraph (3) above.
 5. Present retirees who are not covered under (3) or (4) above shall receive a death benefit with double the said amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary, or his estate, as in Paragraph (1) above, in the amount of \$10,000.
 6. The provisions of the aforesaid Resolutions of the Board of Estimates shall continue in full force and effect.
- D. The City will provide continued health care coverage at active employees' rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1995. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.
- E. The Employer shall continue to assume 50% of the current retirees' Blue Cross/Blue Shield premiums, and it shall continue to assume 50% of the premiums for all members who retire after 20 or more years of credited service, or upon disability retirement from the Fire and Police Retirement System. The Employer may reduce its share of premiums for employees who retire after less

than 20 years (other than on a disability retirement) as approved by the Board of Estimates.

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

The Employer shall not further reduce its share of retiree premium nor change the benefits plans available to retirees and dependents without prior notice to the Union. If requested, the Employer shall respond to Union inquiries through the Joint Health Care Committee.

G. Joint Health Care Committee

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

H. Section 125 Plan

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

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

- J. The Employer shall establish and make available to all employees a Flexible Spending Account to permit employees to voluntarily fund on a pre-tax basis expenses for dependent care, health expenses and co-pays.

K. Request for Documents

1. The Employer shall make available to the Union copies of all documents, which describe and define the provider obligations of each health insurer, health

maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided to the extent such documents are available. Such programs shall include, without limitation, health, major medical, dental, drug and vision care.

2. For the subsequent health plan year, the Employer shall make available to the Union copies of all documents which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents, as soon as such documents are available.
3. At the request of the Union, the Employer shall further make available to the Union copies of any Request for Proposal and Specifications before any such document is released for bid. In addition, the Union shall be notified of the time, date, and place of any pre-bid meeting conducted with interested parties on the RFP. If any amendments are drawn to the RFP, copies of such amendment also shall promptly be furnished to the Union. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided.
4. Further, the Employer also shall furnish copies of any midterm amendment or adjustment to the programs before the terms of any such amendment or adjustment are implemented.

L. City of Baltimore Vision Care Plan

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

ARTICLE 12: DISCIPLINE AND DISCHARGE

- A. Any employee who is discharged, reduced in pay or position, or suspended for more than thirty (30) days may contest the action either (i) by lodging an appeal with the Civil Service Commission under the official rules of the Commission; or (ii) by filing a grievance on the form that is referred to in Article 6, Paragraph H. of this Agreement. The employee's choice of which procedure to use to contest the action shall be binding, and the employee may not subsequently choose to follow a different procedure. If the employee elects to file a grievance, it shall be filed initially at Step 4 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate and the employee shall be bound by the Union's decision whether or not to arbitrate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with provisions of the MERO Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be

the remedy. The Arbitrator's decision shall be final and binding on the City, the Union and on the employee(s) affected.

- B. Any employee who, as discipline, is suspended for five (5) or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline by filing a grievance on the form that is referred to in Article 6, Paragraph H, of this Agreement. If the employee elects to file a grievance, it shall be filed initially at Step 3 of the Grievance Procedure in Article 6, Paragraph A of this Agreement, and it shall subsequently be processed by the Union through that grievance and arbitration procedure. The Union may advance the employee's grievance to arbitration if, in its discretion, the Union finds arbitration to be appropriate. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with MERO, Section 32(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.
- C. All other penalties and punishments, including suspension for thirty (30) days or less, shall be as prescribed by the Chief of Fire Department subject to the right of the employee to grieve that action, as set forth in Article 12, Paragraph B, above. Persons suspended under this section who are later cleared of all charges by the Chief of Fire Department shall be reinstated with full back pay.
- D. The Employer shall begin all disciplinary investigations, when it deems such investigations are necessary, no later than fifteen (15) days after the Employer acquires knowledge of the misconduct or event for which disciplinary action is proposed. For the purposes of this Article, the fifteen (15) day period shall start when the Shift Commander acquires knowledge of the misconduct or event for which disciplinary action is proposed.
- E. When an investigation is begun the Employer shall serve a Notification of Investigation (a "NOI") on the employee and the Union. The employee also shall be notified when disciplinary action (charges) are undertaken, so said employee may obtain, consult and have present, proper Union representation during discharge of discipline, except when being charged under MOP 336 Drug and Alcohol Policy.
- F. Employees of the Department shall be entitled to Union Representation at any disciplinary proceeding, or investigation. An employee shall be given ample time and opportunity to request and contact an appropriate union representative to attend an investigatory interview.
- G. Before an administrative hearing, trial board, or grievance hearing is convened, employees placed on charges after the completion of an investigation shall be entitled to copies of the charges, any special reports and all other relevant documents not privileged (as attorney-client communications, attorney work product or deliberative work product) collected or created by the Department during the investigation.
- H. An employee who is charged with a disciplinary infraction shall be entitled to a due process hearing before the appropriate level Referral Officer before such Officer shall recommend any disciplinary adjudication of the charge. The Referral Officer's recommended adjudication of a charge shall not be altered or modified to result in an increased penalty before the final adjudication without a rehearing of the charge at the Review Officer level. When an employee is to appear for a

rehearing before the Review Hearing Officer for a suspension, the hearing is to be conducted within twenty-nine (29) calendar days of the referral except when the employee is unavailable. Final adjudication of the charges shall be as prescribed and approved by the Chief of the Fire Department. The employee shall have the right to grieve to challenge discipline, but the filing of a grievance shall not relieve the penalty prescribed.

- I. The Employer shall not drop or suspend health insurance and pension coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less. The Employer shall permit an employee who is suspended without pay for thirty (30) days or less to use accrued leave days to the extent necessary to maintain and pay the employee cost of health insurance premium and pension coverage during the period of the employee suspension.
- J. If the Department has reason to reprimand an employee, it shall be done in a place and manner that is appropriate to the circumstance and not abusive.

K.

- 1. Occurrences that are charged based on a DriveCam report shall have a Period of Reckoning of twenty-four (24) months from the date of the incident reported, at which time the report and consequent discipline shall be expunged from the employee's record.
- 2. Upon the effective date of this Agreement, all prior DriveCam reports and discipline shall be expunged and restarted, except the DriveCam reports and discipline for employees with five (5) occurrences shall be expunged and restarted and the next offense for such employees shall be a Penalty of \$100.00. For a two (2) year trial period commencing upon the effective date of this Agreement, the progressive discipline sequence for occurrences based upon DriveCam reports shall be as follows:

- Verbal Counseling (documented);
- Written Reprimand;
- Penalty of \$100.00;
- Penalty of \$200.00;
- Five-Day Suspension without Pay;
- 10-Day Suspension without Pay;
- 15-Day Suspension without Pay;
- Demotion or Termination.

At the end of the trial period, the progressive discipline sequence for DriveCam occurrences shall revert to the form in effect prior to the effective date of this Agreement unless the parties agree to extend the trial period.

- L. Continuous duty shall not be used as a form of discipline or punishment.
- M. In discipline and discharge cases, the Employer shall take into account prior cases with similar circumstances before administering punishment.
- N. During the pendency of a charge against an employee, any additional charge shall require an additional hearing.

- O. Any employee who is to appear before the Administrative Hearing Officer as the subject of a disciplinary or discharge hearing may request that the hearing or portions of the hearing be held in executive session.
- P. Any employee of the Fire Department who is subjected to a suspension of thirty (30) days or less may at his/her discretion forfeit a like number of days from his/her vacation bank in lieu of the suspension; provided, however, that at no time may the Employer require any employee to forfeit vacation time as discipline. The choice to use vacation time instead of serving a suspension, without pay, shall be made solely by the employee affected. The Fire Department shall advise the Union when an employee who is subjected to a suspension elects, instead, to forfeit vacation time.
- Q. An employee's opportunity to receive call backs shall not be withheld while a suspension is pending but not yet served.
- R. The Employer shall continue MOP 336 in effect, or as modified as mutually agreed by Fire Department and the Union; and it shall follow all terms of the MOP relating to preconditions to testing, aftercare and confidentiality. In all cases involving Motor Vehicle Accidents, only the Driver and/or Tillerman shall be tested as the driver/operator under MOP 336-2 (Post Accident Testing). Other personnel may be tested, but only upon sufficient cause to satisfy MOP 336-1 (Reasonable Suspicion Procedure). The record of members with a period of ten (10) years without a second violation of MOP 336 for an off-duty alcohol-related event shall be expunged. The Fire Department shall not administratively issue its own aftercare agreements for violations of MOP 336, aftercare agreements are only to be issued by the Mercy/PSI for proper cause under the MOP.
- S. The Employer shall issue an MOP that states: "All Union employees of the Department shall be entitled to request a Union representative to attend any interview, investigation, hearing or other proceeding that may result in discipline."
- T. Should an investigatory interview be audio or video recorded, the Union and the Employer shall each be given a copy of the same recording.
- U. Effective on and after January 1, 2014, for all personnel assigned to a 47-hour work schedule on a 24-hour basis, when an employee is to be suspended for a period of one or more "days," those "days" shall refer to a twelve (12) hour period of time.

ARTICLE 13: SALARIES

- A. Wages
 - 1. Effective July 1, 2026, the total annual salary of each employee in the bargaining unit shall be as indicated within the Wage Scale appended as Addendum B. The Wage Scale reflects a three percent (3%) across the board cost-of-living adjustment to all employees in the bargaining unit and certain base adjustments as set below. Improvements to longevities are included in the Wage Scale and are set out in Article 20. Employees must be employed on the date of the Board of Estimates notates the MOU in order to receive the salary increase. It remains that the scale is constructed, generally, as follows:

- a. “Hiring” on the Wage Scale is applicable to employees with less than one (1) year of service in the Department;
 - b. “Step 1” on the Wage Scale (the former “Full Performance Level”) is applicable to employees with between one (1) year of service and two (2) years of service. Employees will be advanced from the Hiring Level to Step 1 upon reaching their first anniversary;
 - c. “Step 2” on the Wage Scale (the former “Experienced Level”) is applicable to employees with between two (2) years of service and three (3) years of service. Employees will be advanced from Step 1 to Step 2 upon reaching their second anniversary;
 - d. “Step 3” on the Wage Scale (the former “Senior Level”) is applicable to employees with between three (3) years of service and four (4) years of service. Employees will be advanced from Step 2 to Step 3 upon reaching their third anniversary;
 - e. “Step 4” on the Wage Scale (the former “Senior Level”) is applicable to employees with between four (4) years of service and five (5) years of service. Employees will be advanced from Step 3 to Step 4 upon reaching their fourth anniversary;
 - f. “Step 5” on the Wage Scale is applicable to employees with between five (5) years of service and six (6) years of service. Employees will be advanced from Step 4 to Step 5 upon reaching their fifth anniversary;
 - g. Upon reaching their sixth anniversary, employees are afforded additional compensation and shall have their pay rates adjusted consistent with the existing longevities provided for in this Agreement. For the purposes of calculating longevity rates, “the Maximum Level” is the newly designated Step 5.
 - h. No employee’s pay rate shall be reduced due to implementation of this scale.
2. There shall be no furloughs during Fiscal Year 2027 unless the City implements a furlough program for all bargaining units in the City.
3. In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2017 (except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment) grants an increase in wages, salaries, benefits or any component of total annual salary for any part of Fiscal Year 2017 to any employees in Unit I of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to any employee in the Union’s (IAFF 734) bargaining unit for the same portion of Fiscal Year 2017, the Employer agrees to grant an equivalent additional increase beginning the same portion of Fiscal Year 2017 to all employees in the Union’s bargaining unit.

4. Effective July 1, 2007 and continuing into subsequent fiscal years, each employee who attains and maintains either EMT-P or EMT-I certification and is not permanently assigned to a position in the EMS Division shall be paid a certification stipend of \$1,350, which shall, in turn, be added to total annual salary.
5. EMS preceptors shall be paid an added wage premium of \$1.00 an hour for each hour served in that capacity.
6. Upon the effective date of this Agreement, Grade 309 as defined in the Memorandum dated January 4, 2017 prepared by the City Director of Human Resources and Chief Human Capital Officer shall be implemented, with modification that: (1) the salary for the Hiring Step shall be \$32,640 (annually); and, (2) the service time of such personnel shall begin with their respective first date of employment in the bargaining unit and all subsequent advances in Grade shall be on that basis.
7. On or before the end of the first payroll period after July 1, 2017, the Employer shall make whole employees classified as Emergency Medical Technician to recognize back pay due to each employee on account of the employee's service time as an EMT and consequent advancement to the Full Performance Level (\$35,904) upon completion of a period of eighteen (18) months of service following the employee's date of appointment to service in the Department. The first of the eighteen (18) month increases shall be recognized as of December 6, 2016.

B.

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

In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2001, except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment, grants an increase in wages, salaries, benefits or any component of total annual salary for Fiscal Year 2001 to Unit I of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to the Union's bargaining unit for Fiscal Year 2001 the Employer agrees to grant an equivalent additional increase in Fiscal Year 2001 to all employees in the Union's bargaining unit. This parity provision is further limited by the Arbitrated Settlement for Fiscal Year 2000 Memorandum of Understanding, and it also is limited, to the extent they are carried forward as amended by the Settlement Agreement for the Year 2000, by the prior Settlement Agreements for Fiscal Years 1998 and 1999 which prior agreements are Addendum "D" and Addendum "E" to this Memorandum of Understanding.

2. In bargaining for a Memorandum of Understanding for Fiscal Year 2002 the Employer and the Union considered the value of benefits, hours of work, work assignments, etc., as between respective Fire and Police bargaining units. By mutual consent, they agree that these values were considered, and, as a consequence, there shall be no Article 13.B "parity" clause for Fiscal Years 2002 and 2003. In reaching their present agreement for Fiscal Years 2002 and 2003, neither the Employer nor the Union waive the right to bargain over parity in future fiscal years.
 3. The Employer shall not appeal the judgment and/or mandate of the Court of Special Appeals in Mayor and City Council of Baltimore v. Baltimore City Firefighters, Local 734 and Baltimore Fire Officers Local 964, No. 0181, September Term, 2000, nor shall the Employer file a petition for a writ of further review of the "parity" and "promotion" issues on appeal; thus, to end the litigation between the Employer and the Union.
 4. When the total annual salary for Fiscal Year 2002 for each employee who is covered by this Agreement is determined, the added three and one-half percent (3.5%) increase that is due under Art. 13, Sec. A.1 shall be computed only after the total annual salary for Fiscal Year 2001 is first adjusted to reflect the added 4% wage increase that should have been applied but was not in Fiscal Year 2001 under Art. 13, Section B of the Memorandum of Understanding for that year.
 5. 5. On or before September 18, 2001, the back wages of each employee who was covered by the predecessor Agreement to this Agreement, the Memorandum of Understanding for Fiscal Year 2001 (under Art. 13, Sec. B of that Memorandum of Understanding for Fiscal Year 2001), shall be paid in a lump sum. This shall include all employees on the payroll during FY 2001 who have retired or who have separated from employment for any other reason. The back wages due shall be computed by multiplying the employee's total wage earnings (from all sources, including overtime earnings, etc.) for Fiscal Year 2001, from July 1, 2000 through June 30, 2001, by a factor of 4.0%, the product of which shall be the amount owed. If any wages that are due as of July 1, 2001 are unpaid as of September 18, 2001, then the Employer shall pay to each employee interest at the prime rate published for the Baltimore Metropolitan area on all such sums due but not paid, with interest payable on sums unpaid beginning July 1, 2000. The Employer shall meet with the Union, and it shall provide all information needed by the Union, to enable the Union to timely audit the Employer's compliance with its obligations under this Article.
 6. 6. For purposes of wage and service credit under the Fire and Police Retirement System, the total annual salary of each employee shall be adjusted retroactively to July 1, 2000, to reflect the additional 4.0% wage increase due to each employee (past and present) who was covered under Art. 13, Sec. B. of the Memorandum of Understanding for Fiscal Year 2001.
- C. Effective July 1, 1990, Emergency Dispatchers who are assigned to work in the Fire Communications Bureau shall be added to Addendum B to this Memorandum of Understanding as Grade 314. Such Emergency Dispatchers shall receive all terms and conditions of employment which are established under this Agreement on the same basis as all other bargaining unit employees.

D. Base Adjustments

The total annual salary for each EVD classification shall be equal to the annual salary for each like Pump Operator classification (ALS to ALS, day work to day work, etc.) after applying the cost-of-living adjustment and the base adjustments.

1. Effective July 1, 2026, the total annual salary for the following classifications and for all employees occupying the classifications, shall be adjusted by an increase of \$3,000:
 - a. EBO ALS, Grade 355F;
 - b. EBO, Grade 335F

E.

1. The parties intend to maintain a relationship in salary structure between an Experienced Level Fire Fighter with no longevity and an Experienced Level First Line Supervisor with no longevity. Likewise, adjustments have been made in order to maintain a similar salary structure relationship in grade between an Experienced Level Fire Fighter with no longevity and all other classifications and ranks within Local 734's bargaining unit. The amounts are reflected in the wage figures displayed in Addendum B.
2. Effective January 1, 1991, the parties shall maintain the relationship in salary structure between a Maximum Level Fire Fighter with no longevity and a Maximum Level First Line Fire Supervisor with no longevity. Likewise, adjustments have been made in order to maintain a similar salary structure relationship in grade between a Maximum Level Fire Fighter, with no longevity, and all other classification and ranks within Local 734's bargaining unit. The amounts are reflected in the wage figures displayed in Addendum B to this Agreement.

F. Paramedics and Cardiac Rescue Technicians shall continue to be paid an annual workload adjustment. The workload adjustment shall be considered part of total annual salary. The amounts are reflected in the wage figures displayed in Addendum B. Personnel classified as Fire Fighter/Paramedic shall, effective July 1, 2001, be paid an additional sum of \$500.00 to recognize the State certification that they are obligated to maintain to serve in an ALS capacity. The additional sum of \$500.00 shall be made part of the employee's total annual salary.

G. 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.

H. Whenever the term "adjustment" or "adjustment to base salary" is used in this Agreement, the amounts involved shall be components of an employee's total annual salary in order to compute biweekly, hourly, daily, overtime and acting out-of-title rates of pay, as well as longevity and pension benefits and other

salary-related benefits. The Employer shall implement all adjustments to wages and all adjustments to base salary within the payroll period of the effective date of the adjustment that is provided for in this Agreement if the effective date falls within the first half of the payroll period. Such adjustments to wages and base salary that fall within the second half of the payroll period shall be implemented within the next pay period.

- I. In order to compute the hourly rate for a fire suppression or other Group System employee working on a 42-hour schedule, the employee's total annual salary shall be divided by 2,190. The hourly rate for any employee who is assigned to a work week under ¶ 8.A.1 of this Agreement shall be determined by a factor of 2,409.3.
- J. In order to compute the hourly wage rate for any other employees of the Department working a 40-or 42-hour schedule, the employee's total annual salary shall be divided by 2,080.
- K. The Employer shall implement all adjustments to wages and all adjustments to base salary of an employee on the first day of the payroll period, if the effective date of such adjustment falls within the first half of the payroll period. The Employer shall implement all adjustments and all adjustments to base salary of an employee on the first day of the next payroll period following the effective date, if the effective date of the adjustment falls within the second half of the payroll period. Payment of the adjustment(s) (e.g., promotions, longevity, step/level adjustments, transfers), but excluding reclassifications by DHR and disputed pay issues, shall be made on the pay date for the corresponding payroll period.

If the Employer is aware of a delay or error in its implementation or payment of any adjustments, it shall timely notify the employee(s) affected, and the Union. If the Employer shall fail to pay an adjustment to wages and/or and adjustment to base salary within sixty (60) days after the effective date of the adjustment that is due, the failure to pay may be grieved, and if the grievance is advanced to arbitration, the Union may request that interest be awarded on the unpaid balance until the sums due to the employee are paid in full.

L.

- 1. All of the stipends in this Section L shall apply and shall be paid in July of the following fiscal year to which they apply. The stipend shall be paid on a prorated basis for employees who do not perform a full year of the stipend-qualifying assignment. Prorated stipends shall be calculated as the number of full months in the assignment divided by 12, multiplied by the stipend amount.
- 2. Employees assigned to Special Operations (SOC) who are trained and certified in the following specialties shall receive a stipend of \$1,500, which shall not be added to base pay, for obtaining and maintaining three of the following specialties, and an additional \$1,000 stipend for all five specialties:

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

3. Employees who are members of the Dive Team or Special Rescue Operations Team shall receive a stipend of \$1,500, which shall not be added to base pay.
4. Employees eligible for assignment for Hazmat shall receive a stipend of \$1,500, which shall not be added to base pay.
5. EVDs who are permanently assigned to Hazmat1 shall receive an additional stipend of \$1,000 for a total Hazmat stipend not to exceed \$2,500, which shall not be added to base pay.
6. EVDs who are permanently assigned to AirFlex who have the Drager certification required for Airflex assignment shall receive a stipend of \$2,500 which shall not be added to base pay.
7. Employees who have MICRB certification and participate in at least 20 hours per year of training classes at the Fire Academy as a lead instructor or adjunct instructor shall receive a stipend of \$1,500, which shall not be added to base pay.
8. For all of the certifications listed in this Section L, Employees must have the Department's approval to drop their certification(s); the Department may deny approval based on the needs of the Department.

ARTICLE 14: UNION SECURITY

- A. All employees covered by this Agreement (i) who are employed after July 1, 1976 and elect not to join or remain members of the Union, or (ii) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.
- B. Should the Union desire to implement the collection of a representation fee as permitted under the MERO, the Union then must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292, 106 S. Ct. 1066, 89 L. Ed. 2d 232 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers. The Union may charge for all constitutionally permitted expenses including, but not limited to, those expenses incurred in contract negotiations, grievance handling, lobbying on fire service, pension-related, Civil Service and other matters, discipline and dismissal hearings, arbitration and all other expenses either directly or indirectly related to those statutory functions as a collective bargaining representative.

ARTICLE 15: SAFETY AND HEALTH

A. General Principles

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that the member's work requires the member to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the Grievance Procedure.

B. Protective Clothing and Equipment

1. The Employer shall furnish and thereafter maintain at no cost to any employee all respiratory apparatus, gloves, helmets, boots, protective clothing and other protective equipment that are necessary to preserve and protect the safety and health of fire fighters. Protective clothing and equipment shall meet or may exceed Federal OSHA Fire Brigade Standard (CFR 1910.56). In addition, the Employer shall specify the following or better:
 - a. All turnout coats and gloves shall have a lining of Gore-Tex (T/M) or other comparable material.
 - b. All turnout coats shall have an outer shell constructed from Pbi (T/M) (polybenzimidazole) or other comparable material.
 - c. Issue of protective clothing stipulated in Paragraphs (a) and (b) shall be on a replacement basis where it does not conflict with any existing or future local, state or federal statute.
 - d. The Employer agrees to maintain sufficient reserves of protective clothes, equipment and station uniforms so that replacement is accomplished on or before thirty (30) days from the date such item is condemned by the Employer.
 - e. At the employee's request, the Employer shall arrange for air mask eyeglass kits at cost to those employees that are required to use self-contained breathing apparatus.
 - f. The Employer shall provide each 1st line apparatus and ready reserve within the Fire Department with appropriate operable flashlights for all positions assigned to the unit.
2. Only personnel adequately trained shall be permitted to perform maintenance and/or repair on self-contained breathing apparatus, except for routine maintenance presently being performed by Department personnel that does not require such certification.
3. On a replacement basis, the Employer shall provide and, thereafter, shall, at no cost to any employee, maintain station uniforms that meet non-flammability criteria that are currently accepted in the industry, which shall be 100% cotton or better, unless the parties mutually agree in writing to a modification thereto.

C. Joint Labor/ Management Safety and Health Committee

1. There shall be a Joint Safety and Health Committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union, and two members from each local of the Committee will be provided release time to attend pre-scheduled, bi-monthly meetings of the Joint Committee. Reports involving injuries to Local 734, I.A.F.F. members, while working, shall be provided to the Union at each regularly scheduled Committee meeting. The Joint Committee shall make written recommendations for the correction of hazardous conditions or unsafe work methods. Union members of the Joint Committee shall be released from their work obligations in order to attend pre-scheduled Committee meetings, except when granting such leave would adversely affect delivery of emergency services.
2. The Union shall prepare an agenda of the topics to be discussed within seven (7) days of a scheduled meeting so that the Chief of Department, through his/her representatives assigned to attend, may meaningfully discuss and remedy the matters to be presented. The Committee shall file a written report of its meeting within fifteen (15) days after each meeting, to which report the Chief of Department or his/her designee shall respond within thirty (30) days if the Committee has recommended that the Department take a specific action or adopt an express measure.
3. On or before October 1, 2017, the Employer shall confer with the Union and after such consultation the Employer shall include a new box on the report form to document IDLH incident Exposure Events. For all Exposure reports, copies of the report form shall be given to the Union, if requested by the Union, within thirty (30) days after completion.

D. Employee Medical Treatment

When a Fire Department physician is not on duty in the Fire Department Infirmary, all employees who are injured or who become ill and who require medical treatment shall be transported (pursuant to EMS. protocol) to the nearest appropriate hospital.

E. Hearing Conservation

The Department and the Union shall work to develop a hearing conservation program for the benefit of all members of the service. Discussions about such a program shall be conducted in meetings of the Joint Labor/Management Safety and Health Committee. The purpose of the discussions shall be to develop criteria to identify work-related hazards and measures to abate or eliminate any such hazards. Another objective of the program shall be to develop a protocol intended to educate members of the Department about work-related hearing problems.

F. Stress Counseling

1. The Department shall adopt the MIEMSS protocol (Critical Incident Stress Development Program) to deal with employees' stress resulting from critical incidents and work-related fatalities. The Department shall discuss its understanding of the MIEMSS protocol and steps necessary to abate work-related stress in the regular meetings of the Joint Labor/Management Safety and Health Committee. Any procedures adopted shall be shared with the Committee before implementation.

2. Using the Joint Labor/Management Safety and Health Committee, the Department shall explore means to deliver psychological counseling to deal with stress resulting from fire and emergency service on an employee-by-employee basis outside of the City's generally available Employee Assistance Program.
- G. The Employer shall notify the Union at least thirty (30) days in advance of the implementation of any decision to permanently close a unit of the Fire Department. Upon such notice, the Employer shall meet with the Union to consider the likely impact of the action on the safety and well-being of the workforce and the effects of the proposed action.
- H. The Department and the Unions shall continue to jointly establish a fitness and wellness program as recommended by the Joint Labor/Management Safety and Health Committee.
- I. The Employer will consider union manufacturers when purchasing uniforms and protective equipment.
- J. Mercy PSI
1. The Employer shall continue to have authority to direct employees for a medical evaluation. When an employee is directed by the City to report to Mercy Health Services ("Mercy") for an evaluation, the Department shall disclose to the employee in writing the reason(s) for the evaluation, and the Employer shall require Mercy to correctly disclose the scope and terms of its professional engagement to the employee.
 2. No employee shall be required, as a condition of employment, to authorize Mercy to assume the capacity of that employee's treating physician or treating medical care provider.
 3. No employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.
 4. The Employer shall, at all times, honor, and require Mercy to honor its employees' confidentiality and privacy rights with regard to medical information and care.
- K. Management of Injuries and Illnesses
1. The Employer shall have the right to send an employee to a designated physician for an evaluation of an injury, illness or disability sustained within the course of and within the scope of employment for the Department (an occupational injury) and the Employer shall follow the physician's direction regarding the employee's time and manner of return to work.
 2. Notwithstanding Paragraph J., immediately above, should an employee consult with his/her own physician in connection with an occupational injury, and should that physician conclude that due to an occupational injury the employee should be placed off from work or that the employee's duties at work must be limited, that physician's recommendations shall be honored by the Employer unless it is unreasonable. The physician's orders that are to be followed shall

include all warnings and contraindications about the safe use of medications prescribed by the attending physician.

3. Where there is a dispute or conflict between the Employer's evaluating physician and the employee's treating or attending physician, the dispute shall be resolved in the following manner: the Employer and the employee shall accept the recommendations of the employee's physician for seven (7) work days, during which the physicians are to consult and attempt to resolve differences as to management of the employee's occupational injury. Should the physicians be unable to agree, then representatives of the Employer and the union shall attempt to resolve the dispute or disagreement as to the employee's assignment.
 4. Nothing in this section shall in any way alter the rights and provisions of the State's workers' compensation laws.
- L. Notwithstanding anything to the contrary in this Article 15, the protocol set forth in Joint Addendum E regarding disagreements between the employee's attending physician(s) and the physician employed by the Fire Department as to whether the nature or extent of a Non-Line of Duty illness or injury renders an employee unable to perform his or her duties and return to work shall, upon the effective date of this Agreement, also be applicable to disagreements between the employee's attending physician(s) and the physician employed by the Fire Department solely over the employee's ability to return to work from Line of Duty illnesses and injuries.
- M. The parties shall continue in effect Joint Addendum E on Non-Line of Duty Illness and/or Injury (dated July 7, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum E, and the Employer shall continue to observe the terms of Joint Addendum F. When the terms of the Joint Addendum are in conflict with any term or condition of this Agreement, the terms of Joint Addendum E shall supersede and prevail over that other language. Paragraphs 10 and 11 of Joint Addendum are deemed to no longer be in effect.
- N. In Fiscal Year 2018, the parties shall organize a joint Union/Management committee to study recommended safety and protective measures for EMS personnel. The committee may recommend a grant proposal for funds to furnish safety equipment and vests to EMS personnel. The committee shall be expected to complete its assigned tasks by January 1, 2018.

ARTICLE 16: SAVINGS CLAUSE

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

ARTICLE 17: NO STRIKE OR LOCKOUT

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

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

ARTICLE 18: MEAL ALLOWANCE

An employee required to work three (3) or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of ten dollars (\$10.00).

ARTICLE 19: CLASSIFICATION OF EMPLOYEES

- A. The Employer agrees that in the event of a recommended change in the classification of a position in the Baltimore City Fire Department, it will notify the Union at least fifteen (15) days before it delivers the submission of the recommended change to either the Civil Service Commission or the Department of Human Resources. The Employer shall complete the process, and finally approve or disapprove a change in classification within 180 days after it delivers the written notice to the Union the written notice that is required by this paragraph, or the notification shall become void, and the recommendation shall be withdrawn.
- B. Whenever the Employer plans to create a new job classification or to re-write an existing classification, the Employer shall first meet with the Union about the intended changes and its anticipated effect on the compensation and employment opportunity of employees who are covered by this Agreement.
- C. Effective July 1, 2008, the Employer shall have the authority to require a criminal background check as a condition upon acceptance of a promotion within the bargaining unit. A "criminal background check" shall mean only that the Employer (or its agents) may inquire about any past criminal convictions currently on an employee's record. The Employer may not use a criminal conviction previously disclosed as sufficient reason to deny an employee a promotion, should a background check result in the disclosure of a misdemeanor conviction, that conviction shall not in itself, be sufficient reason to deny a promotion, but the employee may be disciplined for failure to report, and, if for just cause, for the underlying offense. An authorization for a criminal background check shall not be continuing, but, instead, it shall be a condition of promotion and expire by its terms within ninety (90) days after it is given by an employee to the Employer.
- D. The Employer shall consult with the Union about the contents of the form to be used to authorize a criminal background check before it is adopted for use.

ARTICLE 20: LONGEVITY

A. The following longevity rules shall apply:

1. The longevity steps in the Wage Scale are based on Step 5 on the Wage Scale (i.e. the annual rate of pay applicable after five years of service).
2. Each employee who is covered by this Agreement and who has attained six (6) years of creditable City service shall receive an additional longevity increment in the amount of 3.0% of the total annual salary at Step 5 of an employee's classification.
3. Each employee who is covered by this Agreement and who has attained eight (8) years of creditable City service shall receive an additional longevity increment in the amount of 1% of the total annual salary at Step 5 of an employee's classification.
4. Each employee who is covered by this Agreement and who has attained ten (10) years of creditable City service shall receive an additional longevity increment in the amount of 4.0% of the total annual salary at Step 5 of an employee's classification.
5. Each employee who is covered by this Agreement and who has attained thirteen (13) years of creditable City service shall receive an additional longevity increment in the amount of 3.5% of the total annual salary at the Step 5 of an employee's classification.
6. Each employee who is covered by this Agreement and who has attained fifteen (15) years of creditable City service shall receive an additional longevity increment in the amount of 4.0% of the total annual salary at Step 5 of an employee's classification.
7. Each employee who is covered by this Agreement and who has attained eighteen (18) years of creditable City service shall receive an additional longevity increment in the amount of 3.0% of the total annual salary at Step 5 of an employee's classification.
8. Each employee who is covered by this Agreement and who has attained twenty (20) years of creditable City service shall receive an additional longevity increment in the amount of 8% of the total annual salary at the Step 5 of an employee's classification.
9. Effective July 1, 2026, each employee who is covered by this Agreement and who has attained twenty-three (23) years of creditable City service shall receive an additional longevity increment in the amount of 7% of the total annual salary at Step 5 of an employee's classification.
10. Rules of application remain the same; each longevity step will be implemented as a member attains required creditable City service.

B. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 H of this Agreement.

ARTICLE 21: ACTING OUT-OF-TITLE

- A. When both positions are within the bargaining unit (Local 734), any employee covered by this Agreement who is acting out-of-title shall, in addition to his total annual salary, receive the difference between the total annual salary of Step 5 of the acting class and the total annual salary of Step 5 of the employee's class. When the acting class position is outside the bargaining unit (Local 734), any employee covered by this Agreement who is acting out-of-title shall, in addition to the employee's total annual salary, receive the difference between the total annual salary of the Maximum Level or Step 5 (i.e., whatever is the top level of pay before longevities are applied) of the acting class and the total annual salary of Step 5 of the employee's bargaining unit class. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 H of this Agreement. Acting out-of-title rates shall be placed into effect on a calendar year basis.
- B. Effective January 1, the Step 5/or Maximum Level pay rates that are to be used in computing the premium wage for acting out-of-title shall be the wage rates that were in effect on July 1, of the fiscal year.
- C. An up-to-date and accurate bulletin containing the sanctioned acting out-of-title pay scale to take effect on January 1, shall be supplied to stations in print and distributed on or before December 1, of the prior calendar year.
- D. The new acting out-of-title rate shall take effect on the first day of the payroll period in which January 1st falls.
- E. Any employee who acts out-of-title on overtime or call-back time shall be paid at the acting rate for the overtime or call-back period

ARTICLE 22: TRANSPORTATION

- A. The Department shall develop and implement a plan to provide at its expense and risk, transportation to and from the fire ground for all employees who are covered by this Agreement. Whenever an employee on duty is required to use his personal automobile for the purpose of transportation to and from fire grounds or for other required departmental business, the employee shall be paid the sum of \$7.50 for such use; provided, however, that an employee shall not be compensated for use of the member's personal automobile to and from home to the firehouse or where the member's personal automobile is used for the member's convenience.
- B. Employees shall not be ordered to use their personal vehicles for Fire Department business, nor shall they be ordered to use or enter any personal vehicle of any other person for Fire Department business.

ARTICLE 23: SENIORITY, CALL BACK, LAYOFF AND RECALL

- A. A roster of all members of the bargaining unit shall be compiled and maintained by the Personnel Administrator showing each member of the Fire Department, in the order of their length of service with the Fire Department. Company rosters shall be maintained.

B. Employees called back to duty shall be so called on the basis of company seniority within the appropriate rank, whenever feasible. The officer in charge of field operations shall have full authority and discretion to select companies for emergency call back.

C.

1. The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least thirty (30) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than fifteen (15) days, within which it shall meet and confer with the Union to discuss such an action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of the notice.
2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least twenty-one (21) days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to the member. The notice also shall reasonably state the reasons for the action, and any rights which the employee may have under the Administrative Manual and Department of Personnel Rules or this Agreement with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
3. All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the employee was hired into the Fire Department. Seniority in rank or classification shall be established from the date that the employee was promoted into the rank or classification that the member currently occupies.

In the event of a tie in seniority, the tie shall be broken on the basis of the Fire Academy final standing or score upon graduation from the Fire Academy.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.

4. For the purpose of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an employee who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the employee's favor as if the employee lost no time away from work. Second, should an employee return to the Department after having resigned from the City service or voluntarily transferred from the Fire Department service for more than six (6) months, his or her seniority shall begin anew; if less than six (6) months, then the employee shall regain previous service time.

5. In the event a reduction in force is necessary, the reduction shall proceed in the following order:
 - a. Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.
 - b. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee's date of promotion.
 - c. An employee who is laid off shall be paid for all accrued but unused leave time, including vacation, holiday and retirement leave (employee must be eligible for service retirement), based on the employee's total annual salary as of the date of separation.
 - d. All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
 - e. Each junior employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or the classification immediately junior. This shall not pertain to layoffs, which shall be consistent with Departmental seniority rights.
6. Any employee who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting out-of-title compensation based on the employee's acting certification. Any employee who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
7. If the current salary is the same as or greater than the maximum of the lower grade, the employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.
8. The Department of Human Resources shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for twenty-four (24) months after the date of a layoff (unless extended by the Department of Human Resources) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired or transferred (from other City agencies) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City agency, while any person in

that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The employee shall receive no credit for longevity while on layoff.

9. Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the Personnel Administrator, or other designated agent of the Fire Department, of any change in address while laid off or reduced in rank. The notice shall be by certified mail, return receipt requested. The employee shall be given twenty (20) days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Personnel Administrator.
10. Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.
11. The provisions of this Article shall govern to determine the rights of any employee who is demoted or laid off on or after July 1, 1992.
12. In addition to the rules generally applicable to layoffs under Paragraph C of this Article 23, the following additional rule shall apply to the EMS Division. For purposes of layoff and reemployment "AM-205-8, Employee Layoffs" defines "organizational unit." The Fire Department has three (3) or more organizational levels, the level immediately below the agency is normally designated as a bureau. The organizational level immediately below a bureau is normally designated as a division. "Organizational unit" refers to a division. In this instance, the EMS Division is an organizational unit.

All Emergency Medical Service personnel who are to be laid off shall first be offered an opportunity to fill any vacant position(s) in the Fire Department for which the employees are qualified or for which they may be qualified after a period of training. In the event a reduction in force is necessary in the Emergency Medical Service, but there are fewer vacant positions remaining in the Fire Department than the number of employees to be laid off, the vacancies shall be offered in order of seniority going first to the most senior personnel to be laid off from the Emergency Medical Service.

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

ARTICLE 24: FIRE FIGHTERS' UNION POLITICAL ACTION COMMITTEE AND DEFERRED COMPENSATION PLAN

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

- B. The Employer shall assume the administrative cost for employees participating in the Deferred Compensation Plan.

ARTICLE 25: PROMOTIONAL SYSTEM

- A. Consistent with the City Charter, it is hereby agreed that unless ordered to do so by a court of competent jurisdiction, neither the Employer nor any of its constituent agencies will change the present time-in-grade requirements for promotion, nor will they deviate from the present policy of selection of the first candidate on a list, through all grades up to and including Battalion Chief.
- B. Promotion lists shall run for two (2) years from posted date and shall not be extended except by agreement of the parties.
- C. Vacancies shall be filled from current eligible lists commencing with the following pay period, and other vacancies as soon as possible. BCFD shall consult with the Union in Labor-Management about beginning a criminal background check before positions shall become vacant.
- D. Promotion lists to be maintained in all grades up to and including Lieutenant, and as soon as possible in other classifications as the need arises.
- E. The Employer agrees that representatives of the Union shall be entitled to meet with the Director of the Department of Human Resources or his/her designee on a regular quarterly basis, at times to be mutually agreed upon, to discuss problems of interest to members of Local 734. This will not preclude further meetings which may be mutually arranged by the parties.
- F. The Union and management shall convene a joint committee to review, discuss and prepare educational requirements for promotions within the Department. The joint committee shall complete its written report and recommended educational requirements on or before February 1, 2012, for subsequent review and discussions with Chief of Fire Department.

ARTICLE 26: UNIFORMS

- A. Members will be allowed to wear clean work uniforms, as determined by the Chief, dress uniforms, or civilian clothes to and from work.
- B. The Employer shall maintain and replace uniforms on the basis currently followed. Station uniforms no longer serviceable shall be replaced within thirty (30) days of condemnation.

The minimum issue of station uniforms to all employees shall consist of: four (4) pair of pants; one (1) short sleeve shirt; one (1) long sleeve shirt; four (4) polo style short sleeve shirts; two (2) job shirts; one (1) dress cap; one (1) insulated winter jacket (with zip-out liner); one (1) web-style belt; one (1) belt buckle.

- C. All clothing issued as uniforms pursuant to Paragraphs B and C of this Article shall conform to the standards described in Article 15, Paragraph B of this Agreement.

- D. The Employer shall provide a clothing allowance of \$250 to members assigned or detailed to the Public Information Office.

ARTICLE 27: EMPLOYEE'S PERSONNEL AND MEDICAL FILE

- A. No material relating to an employee's conduct, service, character, personality, or medical status shall be placed in the employee's personnel and/or medical file unless it is signed by the person submitting the information and is furnished to the employee involved.
- B. By appointment and after proper identification, an employee or the employee's designated representative, acting on behalf of the employee with a notarized written statement of authorization signed by the employee, shall have the right to examine his personnel and/or medical file, and the employee and/or his authorized representative shall, in writing, indicate the date of said examination and affix his signature. Personnel and/or medical files shall be read or examined only by those persons so authorized by the Chief of Fire Department, and in the presence of the Fire Department Personnel Administrator or his/her designee who will be responsible for maintaining the security and confidentiality of the file documents during the review process. The Personnel Administrator will safeguard the file documents against alteration, removal, or tampering and ensure that no document, record or other material is placed in the file during the review, by requiring that reasonable security procedures be adhered to during the review process. For medical files, the employee will be responsible for usual and customary administrative processing fees and any additional cost associated with the document reproductions.
- C. All documents whether formal or informal, that record discipline considered or sustained against an employee with the exception of offenses under MOP 336, shall be expunged from the files of the Fire Department should the same offense not recur within forty-eight (48) months.
- D. No previous charge over forty-eight (48) months (with the exception of previous violations of the substance abuse and testing policies and procedures and aftercare agreements MOP 336 to 336-9 inclusive) will be considered in the process of adjudicating Departmental Charges.
- E. The parties shall jointly review MOP 312 as revised January 1, 2011, and MOP 336, to determine on or before February 1, 2012 what adjustments are needed in those MOPs, and to appropriately reduce the reckoning period in ¶C and ¶D above.

ARTICLE 28: BEREAVEMENT LEAVE

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

2. In addition, effective July 1, 2001, the Employer shall permit a covered employee to claim and receive one day of leave, without pay, for the death of a brother-in-law, a sister-in-law, as well as a former mother-in-law or former father-in-law who are grandparents to a child parented by the employee.
- B. The one day of leave of absence must be taken within six (6) calendar days of the date of death, or on the day of the funeral of the relative if the funeral occurs more than 6 days after the death, as provided in MOP 319 in effect on March 1, 2001.
 - C. Any employee qualifying for the four (4) days of Bereavement Leave under this Agreement, may at his or her choosing take additional Bereavement Leave to a maximum of four (4) additional work days, to be used from employee's vacation bank for a total of eight (8) consecutive work days.
 - D. The terms of MOP 319 shall continue to be observed. Employees may take bereavement leave as their days of necessity fall, whether or not such day falls on an impact day. On or after January 1, 2014, any personnel who are assigned to a 24-shift may take up to two (2) full 24-hour shifts as bereavement days in those situations which allow four (4) bereavement days (i.e. either two regular work days or one work day and one impact day). Bereavement practices under the 10/14-hour schedule shall not change.

ARTICLE 29: EDUCATION

- A. The Employer shall reimburse each employee for a sum of up to \$7,500 or whatever Local 964's agreement provides, whichever is higher, per Fiscal Year to cover a portion of the employee's cost of tuition and books for job related college courses related to a degree which are not reimbursed by State funds. A grade of "pass" in a pass/fail course, or an "A" (GPA 4.0) shall be reimbursed at 75%; 65% for a "B" (GPA 3.0); 55% for a "C" (GPA 2.0). The employee must document completion of the course with a certified transcript from the educational program in which he/she was enrolled. To qualify for reimbursement, college credits must be received by the employee for courses taken and successfully completed at an accredited educational institution. Non-reimbursable courses may be eligible for reimbursement if documentation is provided by the educational institution showing an accreditation conversion and the acceptance of the credits as a part of an accredited degree program. Administrative fees as defined in AM-219-1 will be reimbursed up to a maximum of \$25.00 per semester.
- B. Time off for Paramedic Training
 1. Beginning July 1, 2025, for Fiscal Year 2026 and thereafter, the Baltimore City Fire Department will permit EMTs who do not have ALS certification to utilize the option to swap with themselves to attend an accredited paramedic program. Members must submit the swap paperwork within 14 days of the requested days off, and the payback date must be within eight (8) days before the requested day off. This option can be utilized for class and clinical portions of the program.
 2. Beginning July 1, 2025, for Fiscal Year 2026 and thereafter, the Baltimore City Fire Department will permit CRTs who are enrolled in a CRT to Paramedic bridge program to utilize the option to swap with themselves to attend an accredited paramedic program. Members must submit the swap paperwork within 14 days

of the requested day off, and the payback date must be within eight (8) days before the requested day off. This option can be utilized for class and clinical portions of the program.

3. Members wishing to use the self swap policy (EMT to Paramedic or CRT to Paramedic) shall submit a special report along with all required swap paperwork to their immediate supervisor two (2) weeks prior to the start of each semester. Required paperwork shall include class schedule, payment for class, proof of registration, and proof of acceptance into the program. The self swap policy may be used for both lecture and clinical portions required by the program. When members request use of the self swap policy they will submit a special report to their immediate supervisor 14 days prior to the specific day of use, along with proof of class or clinical attendance signed by the class instructor after attending class. The pay back date must be equal hours for the requested time off and the pay back date must be within eight (8) days prior to the requested day off.
4. If the member fails to work the pay back date then the swap is cancelled and the member must work their regularly assigned shift.
5. Members must be employed by the Baltimore City Fire Department for at least (1) year and off probation before being granted use of ALS Educational Leave.
6. The Department may deny ALS self swaps for operational need on prompt notice (as early as practicable) to the effected member and the Union, and shall be supported by clear writing by the Department explaining the operational need, delivered within five (5) calendar days of initial notice of the cancellation. The Department may not deny an ALS self swap after the member has worked the swap.

ARTICLE 30: VACATION

- A. The parties shall continue in effect their Joint Addendum on Leave and Leave Accruals (dated July 21, 2010) which Joint Addendum is appended as a part of this Agreement as Addendum H, and they shall continue to observe the terms of the Addendum. Subject to and with the exception of Section N below, where the terms of the Joint Addendum H are in conflict with any term of or condition of this Agreement the terms in the Joint Addendum H shall supersede and prevail over that other language.
- B. A first choice vacation option must be exercised at least seven (7) days in advance of the vacation opportunity. If members do not exercise such option, the opened dates will be considered available to any member in the unit upon request. First choice vacation as provided for in this Article shall not be subject to cancellation.
- C. The practice of numbering first choice vacation opportunities shall be continued. In order to assign first choice vacation opportunities, all Fire Suppression and EMS employees who are members of the Group System, as provided in Article 8, shall be assigned to 6 number groups. An EMS employee shall be entitled to a first-choice vacation opportunity consisting of 4 consecutive shifts when the employee's number appears on the work schedule. Each employee shall receive approximately 30 first choice vacation opportunities within the year. The 6 number system shall remain in effect for a determined period of time, of no less than Fiscal Year 2008 and Fiscal Year 2009, through June 30, 2009 during which

period the Baltimore City Fire Department and the Fire Unions shall jointly study the staffing and scheduling of the Baltimore City Fire Department, to determine through negotiations, whether or not any changes may be necessary.

- D. Second choice vacations will be permitted if sufficient personnel are available; however, once granted, said vacation shall not be canceled unless a 24-hour notice is given.
- E. Regulations pertaining to vacation under Manual of Procedure (MOP) 322 shall remain in effect for employees hired into the Fire Service prior to July 1, 1979.

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

1. Employees with less than 6 years of service shall earn vacation leave of 1 working day for each month of completed service, or a total of 12 days per year.
 2. Employees who have 6 but less than 11 years of service shall earn vacation leave of $1\frac{1}{4}$ days for each month of completed service, or a total of 15 days per year.
 3. Employees who have 11 but less than 14 years of service shall earn vacation leave of $1\frac{1}{2}$ days for each month of completed service, or a total of 18 days per year.
 4. Employees who have 14 but less than 19 years of service shall earn vacation leave of $1\frac{3}{4}$ days for each month of completed service, or a total of 21 days per year.
 5. Employees who have completed 19 or more years of continuous service shall earn vacation leave of 2 days for each month of completed service, with a maximum of 24 days per year.
 6. Employees will be allowed to accumulate vacation up to the maximum number of days earnable as provided in Addendum I.
- F. During the term of this Agreement, no employee shall at any time be compelled to take vacation time. Effective July 1, 2011, the accrual rate of a leave day shall be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or retirement from service with the City of Baltimore, unused leave shall be liquidated at the rate of 8.424 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis, i.e., use of a day shift shall exhaust 10 hours and use of a night shift shall exhaust 14 hours.
 - G. All leave days shall be considered vacation days for the purpose of this Article.
 - H. No employee shall at any time be compelled to take vacation time.
 - I. For personnel assigned to a 47-hour work schedule, and effective January 1, 2017 for personnel assigned to a 46.3-hour work schedule, the accrual rate of a leave day shall continue to be 12 hours for all purposes under MOP 322, and for leave or vacation conversion, except that upon permanent separation or

retirement from service with the City of Baltimore, unused leave shall be liquidated at the rate of 9.4 hours for each day of accrued leave. Leave shall be used on an hour-for-hour basis.

- J. The Employer may reassign members to different group numbers within the six-number system to equalize shifts and vacation numbers. The Employer shall nonetheless ensure that each member's vacation opportunities are not cut short. The members shall be afforded the opportunity to take the proper number of vacation options per year.
- K. Upon permanent separation or retirement from service of each employee who is assigned to a 47-hour work schedule, and effective January 1, 2017 for personnel assigned to a 46.3-hour work schedule, all unused leave earned and accumulated by that employee after December 31, 2013 and over and above the amount accumulated and which appears on the written statement as of December 31, 2013, shall be liquidated at the rate of 9.4 hours for each day. In January 2014, the City of Baltimore and the Fire Department shall prepare a written statement for each member of the Fire Department through December 31, 2013, accounting to that member (and the Union) for all leave earned and accumulated by the member through December 31, 2013. On and after January 1, 2014, upon permanent separation or retirement from service, all unused leave earned and accumulated before January 1, 2014 shall be liquidated at the rate of 8.424 hours for each day of accrued leave.
- L. On and after January 1, 2014, the Employer shall devote its "best efforts" as practicable to separately account for holiday leave time on the payroll records and pay stub of each bargaining unit employee, which shall separately account for all prior accrued holiday leave.
- M. On and after January 1, 2014, employees assigned to a 47-hour work (24-hour shift) schedule may use first choice vacation leave in 10, 14 and/or 24-hour blocks as elected by the employee.
- N. Notwithstanding any other contrary provision of or addendum to this Agreement or any other agreement, policy or procedure, all members of the Baltimore Fire Fighters, Local 734 hired by the Baltimore City Fire Department on or after July 1, 2016, may accrue, accumulate, use, and trade vacation and other leave on the same terms as employees hired before that date but, upon permanent separation or retirement from service, shall be allowed to liquidate (i.e., "cash-in") a maximum of fifty (50) days of accrued leave (meaning 50 days of vacation, personal leave and holidays in the aggregate). In all other respects, regulations pertaining to vacation and other leave shall remain the same. Regulations pertaining to vacation under MOP 366-2, MOP 366-5, and any other related MOP(s) shall be changed to reflect this limitation on cashing in vacation upon termination for those hired after July 1, 2016.
- O. This Agreement and Addendum H are modified, and current practices are changed, only to the following extent:

On and after July 1, 2022, upon permanent separation or retirement from service, employees may liquidate up to 120 days (i.e., 1,440 hours (shift work schedule), 1,200 hours (4-day schedule), or 960 hours (5-day schedule)) of unused accrued leave (vacation, holidays , and personal) on an hour-for-hour

basis, or they may continue to use such unused accrued leave prior to their retirement date in accordance with current practice. After either liquidating or using such unused accrued leave in accordance with the preceding sentence, employees may then liquidate additional unused accrued leave at the rate of 8.424 hours for each day of accrued leave as stated in Paragraph F, above, or 9.4 hours for each day of accrued leave as stated in Paragraph I, above, as appropriate. (The additional unused leave is capped at fifty days for post July 1, 2016 employees as noted in Section N.) Related regulations, including MOP 366-2 and MOP 366-5 shall be changed to the extent necessary to comport with the terms of this Paragraph.

The option of using up to 120 days (i.e., 1,440 hours (shift work schedule), 1,200 hours (4-day schedule), or 960 hours (5-day schedule)) of unused accrued leave prior to retirement shall be discontinued as of December 31, 2022. All employees who permanently separate or retire effective January 1, 2024 or after shall not have the option of using such leave prior to retirement. For employees who retire effective January 1, 2024 or after, the first 120 days (i.e., 1,440 hours (shift work schedule), 1,200 hours (4-day schedule), or 960 hours (5-day schedule)) of unused accrued leave shall be liquidated on an hour-for-hour basis; and then any additional unused accrued leave may be liquidated at the rate of 8.424 hours for each day of accrued leave as stated in Paragraph F, above, or 9.4 hours for each day of accrued leave as stated in Paragraph I, above, as appropriate. (The additional unused leave is capped at fifty days for post July 1, 2016 employees as noted in Section N.) Related regulations, including MOP 366-2 and MOP 366-5 shall be changed to the extent necessary to comport with the terms of this Paragraph.

ARTICLE 31: OTHER LEAVE

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

Effective July 1, 1988, no deduction shall be made in the salary of any employee on account of non-line of duty illness or injury, provided such sickness does not last longer than 6 months, and provided further that if an employee shall be absent from duty on account of non-line of duty illness or injury the member shall, before receiving their salary, present or have presented to the unit officer of the company of which the employee is a member a certificate from the physician employed by the Department, stating that the employee, on account of illness or injury, is unable to perform their duties.

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

Any member of the Department, receiving injury or becoming disabled while in the discharge of his duties, so as to prevent the member from following his daily occupation or attending to his duties as a member of said Department, such member shall, for 12 months, provided his disability shall last that time, receive his usual salary.

No employee shall be entitled to receive Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employee is receiving his or her full salary for job injury leave as outlined above.

C. Catastrophic Injury or Illness

In addition to leave available in Sections A and B above, should a permanent full-time employee covered by this Agreement sustain a catastrophic injury or illness, and complete medical recovery is reasonably anticipated-but, return to full regular duty requires additional recovery/rehabilitation time, the member will be allowed to use an additional twelve weeks of accrued leave. The reasonable prognosis of complete recovery within twelve weeks referred to in this section "C" must be certified by a physician licensed in the State of Maryland.

D. Family and Medical Leave

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

E. Retirement (Terminal) Leave

All employees who file for retirement shall receive ninety (90) days of terminal leave with pay just prior to retirement. All employees filing for retirement on or after July 1, 2022, shall receive a lump sum payment in lieu of terminal leave. The lump sum payment shall be as follows at the employee's final hourly rate of pay. The table below is based on the current regular hours for each listed schedule – suppression, EMS, and day work. Should the regular hours for any schedule change then the table below shall be modified accordingly. Should an employee retiree with less than nineteen years of service, such that they are accruing less than two (2) days of vacation leave per month, then that employee's lump sum shall be reduced accordingly (using the accruals in Article 30, Section E), e.g. reduced by a $\frac{1}{4}$ vacation day (3 hours) multiplied by three months (90 days), thus to be reduced nine (9) hours:

Employees Hired Before October 1, 1999 (the equivalent of 90 calendar days of work and accruals)	
Suppression	717 hours
EMS	657 hours
Day Work	630 hours
Employees Hired On or After October 1, 1999	

(the equivalent of 45 calendar days of work and accruals)	
Suppression	358 hours
EMS	328 hours
Day Work	315 hours

Related MOPs shall be changed to reflect the terms of this Paragraph. A member who uses any portion(s) of their terminal leave at any time prior to seeking the lump sum payment will have their lump sum adjusted pro rata, e.g. a post-October 1, 1999 employee who uses 30 days of terminal leave for an injury will have their lump sum reduced by 2/3rds (30 of 45 days).

Employees hired after June 30, 2024 will not be entitled to terminal leave.

F. Union Leave

With prior approval of the Chief of the Department, employees may be granted Union Leave without loss of pay to attend scheduled conferences, seminars, meetings and conventions. The total amount of this leave available during the term of this Agreement is equal to 220 days per year. Up to 220 days of Union Leave that is unused may be carried over from one fiscal year to the next, and it shall be available for use in addition to the 220 days that shall be allotted for the new fiscal year.

G. Third Party Court Appearances

Employees who are subpoenaed by third parties to appear in Court to testify about events which occurred while on duty shall be granted time off with pay if subpoenaed to appear to testify either (i) on the day on which they are scheduled to work (either day shift or night shift), or (ii) on the day on which they have scheduled to take vacation or holiday leave. If assigned to work on the day shift, hours off shall be granted from the beginning of the shift until the employee is released by the Court and has had a reasonable opportunity to report to work for the balance of the shift. If assigned to work on a night shift, which is scheduled to begin in the afternoon of the day to which the subpoena is returnable, all hours off shall be credited hour for hour as compensatory time, to be taken by the employee at the beginning of his or her assigned shift that afternoon. For night shifts, hours shall be credited as measured from the start of the day shift until the employee is released by the Court. No hours off shall be credited for scheduled days off. Vacation leave or holiday leave may be canceled, but the employee must notify the Department of the subpoena within a reasonable time after the member is served.

H. Subject to approval by the Chief of Fire Department, an employee with banked vacation days may transfer up to four (4) vacation days per calendar year to another employee who is experiencing a personal hardship, providing the following conditions are met:

1. The recipient has exhausted all of his or her accrued leave including Vacation and Personal leave.

2. The transfer of vacation days pursuant to this program is strictly a voluntary donation. Vacation days may not be transferred in exchange for cash or other remuneration.
3. The recipient must be experiencing a hardship for which the transfer of days would provide relief.
4. All days transferred pursuant to this provision are irrevocable transfers.
5. An employee may receive no more than sixty (60) transferred days if they are a day-work employee or fifty-six (56) transferred days if they are a shift work employee.
6. Use of donated days by an employee on suspension or termination is not permitted.

I. Holidays

The following days are City legal holidays:

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

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

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

Members working on a schedule other than Monday through Friday will be granted one additional leave day for each of the legal holidays as it occurs.

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

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

ARTICLE 32: PENSION COMMITTEE

The parties agree that the present joint committee to review the existing pension system will continue. Union representation for the joint committee shall be composed of six representatives, two representatives each from and appointed by the following bargaining

agents: IAFF Local 734, IAFF Local 964 and the Fraternal Order of Police. It shall be permitted to recommend appropriate pension changes during the term of this Agreement.

ARTICLE 33: PRINTING

The costs of printing copies of this Agreement for distribution to members of the bargaining unit and Department management shall be shared equally by the parties and the printing shall be by a Union shop as selected by the Union. Each Fire Department IAFF Local shall be provided with an appropriately formatted computer diskette or compact disk containing the adopted Agreement.

ARTICLE 34: SEVERABILITY

- A. Should any Article or part of any Article of this Agreement be declared by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Agreement shall not thereby be invalidated but shall remain in full force and effect to the same end and effect as if such invalid portion had not been included. In such event, the parties agree that at the request of either of them, negotiations will be commenced for a mutually agreeable replacement provision.
- B. If, as a condition for receipt by the City of state or federal grant-in-aid funds or other state or federal allotments of money, a provision of the Agreement is required by the awarding agency to be deleted or modified, the parties shall promptly meet to discuss compliance with such condition and the adoption of substitute contractual provisions to preserve and protect the rights and privileges of the parties as intended by the provision required to be deleted or modified.

ARTICLE 35: WORK RULES

- A. Snow Removal

Employees shall not be required to remove snow from company quarters from 2400 to 0700 hours, except in the event that snow has accumulated to such depth that the access and egress of fire equipment is impeded, thus requiring the cleaning of Engine House driveways.

- B. Watch Desk Duty

Departmental Communications will operate in "Silent Dispatch Mode" between 2200 and 0600 hours effective 0700 hours July 1, 1999 for a six-month evaluation period prior to permanent implementation effective 0700 hours January 1, 2000. Thereafter, members will be relieved of attended watch duty between 2200 hours and 0600 hours unless "Silent Dispatch Mode" is canceled by the Officer in Charge of Field Operations.

- C. Clean-up

Clean-up time permitted to allow employees to shower, utilize saunas where available, switch over turn-out gear, and otherwise remediate against carcinogens, toxins, and other hazards. Accordingly, each Employee, including both suppression and EMS personnel returning from a fireground or other work assignment (with exposure to carcinogens, toxins, and other hazards) shall be allowed thirty (30) minutes for clean-up.

- D. Each employee who is covered by this Agreement shall be given ten (10) days' notice in advance of any change in assignment or of any Departmental decision to change their individual shift (including vacation numbers). Any Departmental decision to change an employee's shift will be based, first, on unit seniority on the shift involved and then on battalion seniority on the shift involved, unless the Department can demonstrate unusual and unforeseen circumstances.
- E. When members working on an EMS unit are not able to take a break due to the volume of emergency calls, units shall be granted a paid off duty break of thirty (30) minutes, for the purpose of eating, as well as other reasonable breaks for personal convenience and hygiene during each shift. These break periods will be managed by the EMS District Officer, so that they are reasonably staggered during the shift to have the least impact on service delivery. Approval shall not be unreasonably withheld. Any rehab with sixty (60) minutes of units scheduled relief time must be approved by BCEMS.
- F. Decontamination

EMS employees shall be afforded reasonable time to decontaminate and clean themselves, including changing clothes as needed, upon return to station. Units must have approval by their EMS District Officer, and such approvals shall not be unreasonably withheld.

ARTICLE 36: LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor-Management Committee ("LMC"), composed of an equal number of Employer and Union representatives, which shall meet on a bimonthly basis to discuss matters of concern or interest to the Union, its members, and/or the Department. The Union representatives shall be selected by the Union. There shall be two (2) Union members of the Committee, who shall be released from their work obligations in order to attend pre-scheduled Committee meetings, except when granting of such leave would adversely affect delivery of services. The release time shall be limited to the actual meeting time and one (1) hour for travel to and one (1) hour for travel from such meeting.
- B. The Union shall forward an agenda of the topics to be discussed within seven (7) days of a scheduled meeting so that the parties may meaningfully prepare for and discuss the matters to be presented.
- C. The LMC shall be in addition to the Safety and Health Committee and EMS Committee and such other committees as the Department may convene.
- D. The LMC shall file a written report of its meeting within fifteen (15) days after each meeting, to which report the Chief of Department or his/her designee shall respond within thirty (30) days if the Committee has recommended that the Department take a specific action or adopt an express measure.

ARTICLE 37: TERMINATION, CHANGE OR AMENDMENT

- A. This Agreement shall become effective July 1, 2026 and remain in full force and effect until June 30, 2027. Furthermore, this Agreement shall be automatically renewed from fiscal year to fiscal year thereafter unless either party gives to the other party written notice of a desire to terminate, modify or amend this

Agreement. Such notice shall be given to the other party in writing by certified mail no later than January 1, 2027.

- B. If a substantial and material change occurs in the fiscal status of the City of Baltimore's General Fund subsequent to the formation of the current Interest Arbitration Award or Agreement, then in such event the Mayor may require the reopening of the Interest Arbitration Award or Agreement, as to wages only, upon twenty (20) days written notice to the other party. The Mayor's notice shall be noted in the minutes of the Board of Estimates. Should the parties fail to reach an agreement regarding a change in wages by negotiation, within twenty (20) days following the commencement of negotiation, the parties shall submit the wage adjustment issue to binding interest arbitration, consistent with the procedures set forth in of Baltimore City Charter (As Last Amended by Ch. 531, Acts of 2014), Article II, Section 55(b).

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

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

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This Agreement is entered on the 25th day of June 2026, in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL OF
BALTIMORE**



Deborah F. Moore-Carter, Labor
Commissioner



James W. Wallace, Chief



Veronica P. Jones, Esquire



John F. Eid

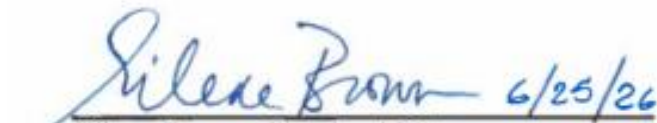


Kensington W. White III



James U. Matz

Approved as to Form and Legal Sufficiency:

 6/25/26

Eilene Brown, Esquire / Date
General Counsel, Baltimore City Fire
Department

**BALTIMORE FIRE FIGHTERS, IAFF, LOCAL
734, AFL-CIO, CLC**

DocuSigned by:



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Matthew Coster, President

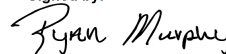
Signed by:



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Michael Schley

Signed by:



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Ryan Murphy

Signed by:



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Walter H. Jubb, III

Signed by:



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Mike Palmer

Signed by:



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Patrick Mayfield

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Marcus Miller

Noted by Board of Estimates



07-15-2026

Clerk

Date

ADDENDUM A: FOURTH HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

Fourth Health and Prescription Drug Plan Agreement

This Fourth Health and Prescription Drug Plan Agreement is made by and between the City of Baltimore (the "City") and the employee organizations designated as exclusive representatives of City employees in bargaining units certified under the Municipal Labor Relations Ordinance, including CUB, AFSCME, FOP, IAFF, and also including 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 Equivalents.

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

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

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

4. Current Plans and Cost Sharing. The City's Health and Prescription Drug Programs, the Healthcare Providers, and the plan of benefits for each of those City programs (as published in the City of Baltimore Plan Year 2026 Benefits books for active employees and retirees) shall remain unchanged through December 31, 2026. The current statements of benefits are attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates for active employees and dependents, and for all pre-Medicare eligible retirees and dependents, shall remain unchanged through December 31, 2026.²

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

AFSCME Maryland Council 3

By: _____
Patrick Moran, President

Date: 11/11/2025

Fraternal Order of Police, Lodge 3

Michael Mancuso
By: _____
Michael Mancuso, President

Date: 11/11/2025

Managerial and Professional Society of Baltimore, Inc.

By: _____
Nichelle Lashley, President

Date: 11/13/2025

City Union of Baltimore Local 800

Antoinette Ryan-Johnson

By: _____
Antoinette Ryan-Johnson, President

Date: 11/13/2025

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

By: _____
Matthew Coster, President

Date: 11/11/2025

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

By: _____
Joshua L. Fannon, President

Date: 11/11/2025

ADDENDUM B: SALARY TABLE

FY27

Grade	TITLE	Hiring	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	3.0% (6 yrs)	1.0% (8 yrs)	4.0% (10 yrs)	3.5% (13 yrs)	4.0% (15 yrs)	3.0% (18 yrs)	8% (20 yrs)	7% (23 yrs+)
313	EMT/Firefighter	0-1 year	1-2	2-3	3-4	4-5	5-6	6-7	8	10-12	13-14	15-17	18-19	20-22	23+
313	EMT/Firefighter	\$51,553.42	\$59,908.64	\$76,451.81	\$78,320.04	\$79,886.44	\$80,685.31	\$2,420.56	\$806.85	\$3,227.41	\$2,823.99	\$3,227.41	\$2,420.56	\$6,454.82	\$5,647.97
315	Firefighter-Paramedic	\$54,203.62	\$62,704.87	\$79,685.82	\$81,610.01	\$83,242.21	\$84,074.63	\$2,522.24	\$840.75	\$3,362.99	\$2,942.61	\$3,362.99	\$2,522.24	\$6,725.97	\$5,885.22
316	Paramedic-Firefighter	\$56,736.37	\$64,268.30	\$83,537.62	\$85,554.31	\$87,265.39	\$88,138.05	\$2,644.14	\$881.38	\$3,525.52	\$3,084.83	\$3,525.52	\$2,644.14	\$7,051.04	\$6,169.66
318	EVD				\$84,731.46	\$86,364.28	\$87,197.03	\$2,615.91	\$871.97	\$3,487.88	\$3,051.90	\$3,487.88	\$2,615.91	\$6,975.76	\$6,103.79
320	Firefighter	\$52,029.12	\$58,938.92	\$77,593.76	\$79,461.99	\$81,051.23	\$81,861.74	\$2,455.85	\$818.62	\$3,274.47	\$2,865.16	\$3,274.47	\$2,455.85	\$6,548.94	\$5,730.32
321	Fire Pump Operator				\$84,731.46	\$86,364.28	\$87,197.03	\$2,615.91	\$871.97	\$3,487.88	\$3,051.90	\$3,487.88	\$2,615.91	\$6,975.76	\$6,103.79
322	Fire Operations Aide	\$55,432.63	\$62,838.74	\$2,524.19	\$84,123.44	\$85,805.92	\$86,663.97	\$2,599.92	\$866.64	\$3,466.56	\$3,033.24	\$3,466.56	\$2,599.92	\$6,933.12	\$6,066.48
325	Emergency Services Instructor	\$62,021.34	\$69,169.27	\$2,706.31	\$90,192.93	\$91,996.78	\$92,916.75	\$2,787.50	\$929.17	\$3,716.67	\$3,252.09	\$3,716.67	\$2,787.50	\$7,433.34	\$6,504.17
325	Fire Prevention Inspector 2	\$62,021.34	\$69,169.27	\$2,706.31	\$90,192.93	\$91,996.78	\$92,916.75	\$2,787.50	\$929.17	\$3,716.67	\$3,252.09	\$3,716.67	\$2,787.50	\$7,433.34	\$6,504.17
337	Fire Prevention Inspector 1	\$59,749.58	\$67,774.64	\$2,596.15	\$86,521.55	\$88,251.98	\$89,134.50	\$2,674.03	\$891.34	\$3,565.38	\$3,119.71	\$3,565.38	\$2,674.03	\$7,130.76	\$6,239.41
356	EVD, ALS				\$86,917.68	\$88,594.24	\$89,449.27	\$2,683.48	\$894.49	\$3,577.97	\$3,130.72	\$3,577.97	\$2,683.48	\$7,155.94	\$6,261.45
356	Pump Operator, ALS				\$86,917.68	\$88,594.24	\$89,449.27	\$2,683.48	\$894.49	\$3,577.97	\$3,130.72	\$3,577.97	\$2,683.48	\$7,155.94	\$6,261.45
358	Fire Operations Aide, ALS	\$57,607.11	\$64,971.43	\$84,230.79	\$86,215.50	\$87,933.81	\$88,819.21	\$2,664.58	\$888.19	\$3,552.77	\$3,108.67	\$3,552.77	\$2,664.58	\$7,105.54	\$6,217.34
365	Fire Prevention Inspector 1, ALS	\$61,922.88	\$69,906.16	\$86,572.93	\$88,614.75	\$90,387.04	\$91,290.90	\$2,738.73	\$912.91	\$3,651.64	\$3,195.18	\$3,651.64	\$2,738.73	\$7,303.27	\$6,380.36
367	Fire Prevention Inspector 2, ALS	\$64,194.64	\$71,301.94	\$90,155.24	\$92,286.13	\$94,131.84	\$95,073.16	\$2,852.19	\$950.73	\$3,802.93	\$3,327.56	\$3,802.93	\$2,852.19	\$7,605.85	\$6,655.12
368F	Emergency Services Instructor, ALS	\$64,193.46	\$71,301.94	\$90,152.95	\$92,339.79	\$94,186.59	\$95,128.46	\$2,853.85	\$951.28	\$3,805.14	\$3,329.50	\$3,805.14	\$2,853.85	\$7,610.28	\$6,658.99
369	EMT	\$60,015.67	\$63,459.79	\$66,487.00	\$68,003.51	\$69,301.78	\$69,963.90	\$2,096.92	\$696.64	\$2,798.56	\$2,448.74	\$2,798.56	\$2,096.92	\$5,597.11	\$4,887.47
366	Paramedic, CRT	\$66,793.51	\$74,742.35	\$91,377.00	\$93,469.06	\$95,276.64	\$96,198.51	\$2,885.96	\$961.99	\$3,847.94	\$3,366.95	\$3,847.94	\$2,885.96	\$7,695.88	\$6,733.90
368	Paramedic, EMT-P	\$69,062.91	\$76,138.13	\$94,955.88	\$97,142.72	\$99,023.78	\$99,983.11	\$2,999.49	\$999.83	\$3,999.32	\$3,499.41	\$3,999.32	\$2,999.41	\$7,998.65	\$6,998.82
314	Fire Dispatcher	\$55,120.26	\$66,037.56	\$82,280.96	\$83,836.58	\$85,115.36	\$85,766.51	\$1,973.00	\$657.67	\$2,630.66	\$2,201.83	\$2,630.66	\$1,973.00	\$5,261.32	\$4,603.66
311	EMT/FF - Suppression	\$53,793.98	\$62,844.21	\$80,734.92	\$82,751.61	\$84,406.64	\$85,250.71	\$2,557.52	\$852.51	\$3,410.03	\$2,983.77	\$3,410.03	\$2,557.52	\$6,820.06	\$5,967.55
312	Firefighter/Paramedic	\$56,558.06	\$65,777.81	\$84,134.51	\$86,209.44	\$87,933.62	\$88,812.97	\$2,664.39	\$888.13	\$3,552.52	\$3,108.45	\$3,552.52	\$2,664.39	\$7,105.04	\$6,216.91
319	Marine Engineer-Suppression	\$63,811.10	\$71,582.14	\$92,033.40	\$94,333.29	\$96,219.96	\$97,182.15	\$2,915.46	\$971.82	\$3,887.29	\$3,401.38	\$3,887.29	\$2,915.46	\$7,774.57	\$6,802.75
319	Marine Pilot-Suppression	\$63,811.10	\$71,582.14	\$92,033.40	\$94,333.29	\$96,219.96	\$97,182.15	\$2,915.46	\$971.82	\$3,887.29	\$3,401.38	\$3,887.29	\$2,915.46	\$7,774.57	\$6,802.75
335	EVD-Suppression				\$88,238.57	\$89,941.54	\$90,810.05	\$2,724.30	\$908.10	\$3,632.40	\$3,178.35	\$3,632.40	\$2,724.30	\$7,264.80	\$6,356.70
334	Firefighter-Suppression	\$53,026.45	\$60,542.73	\$80,734.92	\$82,751.61	\$84,406.64	\$85,250.71	\$2,557.52	\$852.51	\$3,410.03	\$2,983.77	\$3,410.03	\$2,557.52	\$6,820.06	\$5,967.55
335	Pump Operator-Suppression				\$88,238.57	\$89,941.54	\$90,810.05	\$2,724.30	\$908.10	\$3,632.40	\$3,178.35	\$3,632.40	\$2,724.30	\$7,264.80	\$6,356.70
335F	Emergency Boat Operator-Suppression	\$57,876.91	\$65,644.34	\$86,162.50	\$88,238.57	\$89,941.54	\$90,810.05	\$2,724.30	\$908.10	\$3,632.40	\$3,178.35	\$3,632.40	\$2,724.30	\$7,264.80	\$6,356.70
336	FOA - Suppression	\$56,699.23	\$64,751.05	\$85,639.60	\$87,780.76	\$89,536.38	\$90,431.74	\$2,712.95	\$904.32	\$3,617.27	\$3,165.11	\$3,617.27	\$2,712.95	\$7,234.54	\$6,330.22
355	EVD, ALS-Suppression				\$91,695.26	\$93,467.36	\$94,371.14	\$2,831.13	\$943.71	\$3,774.85	\$3,302.99	\$3,774.85	\$2,831.13	\$7,549.69	\$6,605.98
355F	EBO, ALS-Suppression	\$61,410.90	\$69,113.44	\$89,562.09	\$91,695.26	\$93,467.36	\$94,371.14	\$2,831.13	\$943.71	\$3,774.85	\$3,302.99	\$3,774.85	\$2,831.13	\$7,549.69	\$6,605.98
355	PO, ALS-Suppression				\$91,695.26	\$93,467.36	\$94,371.14	\$2,831.13	\$943.71	\$3,774.85	\$3,302.99	\$3,774.85	\$2,831.13	\$7,549.69	\$6,605.98
362	Fire Ops Aide, ALS-Suppression	\$60,017.31	\$68,005.95	\$88,832.51	\$91,979.95	\$92,795.47	\$93,723.43	\$2,811.70	\$937.23	\$3,748.94	\$3,280.32	\$3,748.94	\$2,811.70	\$7,497.87	\$6,560.64
369	Marine Pilot, ALS-Suppression	\$67,343.90	\$75,048.92	\$95,432.99	\$97,732.88	\$99,687.54	\$100,684.41	\$3,020.53	\$1,006.84	\$4,027.38	\$3,523.95	\$4,027.38	\$3,020.53	\$8,054.75	\$7,047.91
369	Marine Engineer, ALS-Suppression	\$67,343.90	\$75,048.92	\$95,432.99	\$97,732.88	\$99,687.54	\$100,684.41	\$3,020.53	\$1,006.84	\$4,027.38	\$3,523.95	\$4,027.38	\$3,020.53	\$8,054.75	\$7,047.91

ADDENDUM C: SCHEDULE

July

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 A 5	2 C 4	3 A 5	4 D 5
			B / 6	D / 7	B / 7	C / 8
			DAY A 5 NITE D 4	DAY A 5 NITE D 4	DAY C 5 NITE A 5	DAY C 5 NITE A 5
5 B 5	6 D 5	7 B 5	8 C 5	9 A 6	10 C 5	11 A 6
A / 8	C / 9	A / 9	D / 8	B / 8	\$	B / 9
DAY B 5 NITE C 5	DAY B 5 NITE C 5	DAY D 5 NITE B 5	DAY D 5 NITE B 5	DAY A 6 NITE D 5	DAY A 6 NITE D 5	DAY C 6 NITE A 6
12 D 6	13 B 6	14 D 6	15 B 6	16 C 6	17 A 1	18 C 6
C / 1	A / 1	C / 10	A / 10	D / 1	B / 1	D / 10
DAY C 6 NITE A 6	DAY B 6 NITE C 6	DAY B 6 NITE C 6	DAY D 6 NITE B 6	DAY D 6 NITE B 6	DAY A 1 NITE D 6	DAY A 1 NITE D 6
19 A 1	20 D 1	21 B 1	22 D 1	23 B 1	24 C 1	25 A 2
B / 10	C / 3	A / 3	C / 2	A / 2	\$	B / 3
DAY C 1 NITE A 1	DAY C 1 NITE A 1	DAY B 1 NITE C 1	DAY B 1 NITE C 1	DAY D 1 NITE B 1	DAY D 1 NITE B 1	DAY A 2 NITE D 1
26 C 1	27 A 2	28 D 2	29 B 2	30 D 2	31 B 2	
D / 2	B / 2	C / 5	A / 5	C / 4	A / 4	
DAY A 2 NITE D 1	DAY C 2 NITE A 2	DAY C 2 NITE A 2	DAY B 2 NITE C 2	DAY B 2 NITE C 2	DAY D 2 NITE B 2	
					➡ Shift Vacation	
					➡ Impact	
					➡ EMS Shift	



2473



September2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1B 6	2C 6	3A 1	4C 6	5A 1
		A / 3	D / 2	B / 2	D / 3	B / 3
		DAY D 6 NITE B 6	DAY D 6 NITE B 6	DAY A 1 NITE D 6	DAY A 1 NITE D 6	DAY C 1 NITE A 1
6D 1	7B 1	8D 1	9B 1	10C 1	11A 2	12C 1
C / 4	A / 4	C / 5	A / 5	D / 4	B / 4	D / 5
DAY C 1 NITE A 1	DAY B 1 NITE C 1	DAY B 1 NITE C 1	DAY D 1 NITE B 1	DAY D 1 NITE B 1	DAY A 2 NITE D 1	DAY A 2 NITE D 1
13A 2	14D 2	15B 2	16D 2	17B 2	18C 2	19A 3
					\$	
B / 5	C / 6	A / 6	C / 7	A / 7	D / 6	B / 6
DAY C 2 NITE A 2	DAY C 2 NITE A 2	DAY B 2 NITE C 2	DAY B 2 NITE C 2	DAY D 2 NITE B 2	DAY D 2 NITE B 2	DAY A 3 NITE D 2
20C 2	21A 3	22D 3	23B 3	24D 3	25B 3	26C 3
D / 7	B / 7	C / 8	A / 8	C / 9	A / 9	D / 8
DAY A 3 NITE D 2	DAY C 3 NITE A 3	DAY C 3 NITE A 3	DAY B 3 NITE C 3	DAY B 3 NITE C 3	DAY D 3 NITE B 3	DAY D 3 NITE B 3
27A 4	28C 3	29A 4	30D 4			
B / 8	D / 9	B / 9	C / 1			
DAY A 4 NITE D 3	DAY A 4 NITE D 3	DAY C 4 NITE A 4	DAY C 4 NITE A 4			
					 Shift Vacation	
				2473	 Impact	
					 EMS Shift	





December 2026

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
				1	C 5	2	A 6	3	D 6	4	B 6	5	D 6
				D / 5		B / 5		C / 6		A / 6		C / 7	
				DAY	A 6	DAY	C 6	DAY	C 6	DAY	B 6	DAY	B 6
				NITE	D 5	NITE	A 6	NITE	A 6	NITE	C 6	NITE	C 6
6	B 6	7	C 6	8	A 1	9	C 6	10	A 1	11	D 1	12	B 1
A / 7		D / 6		B / 6		D / 7		B / 7		\$		A / 8	
DAY	D 6	DAY	D 6	DAY	A 1	DAY	A 1	DAY	C 1	DAY	C 1	DAY	B 1
NITE	B 6	NITE	B 6	NITE	D 6	NITE	D 6	NITE	A 1	NITE	A 1	NITE	C 1
13	D 1	14	B 1	15	C 1	16	A 2	17	C 1	18	A 2	19	D 2
C / 9		A / 9		D / 8		B / 8		D / 9		B / 9		C / 1	
DAY	B 1	DAY	D 1	DAY	D 1	DAY	A 2	DAY	A 2	DAY	C 2	DAY	C 2
NITE	C 1	NITE	B 1	NITE	B 1	NITE	D 1	NITE	D 1	NITE	A 2	NITE	A 2
20	B 2	21	D 2	22	B 2	23	C 2	24	A 3	25	C 2	26	A 3
A / 1		C / 10		A / 10		D / 1		B / 1		\$		B / 10	
DAY	B 2	DAY	B 2	DAY	D 2	DAY	D 2	DAY	A 3	DAY	A 3	DAY	C 3
NITE	C 2	NITE	C 2	NITE	B 2	NITE	B 2	NITE	D 2	NITE	D 2	NITE	A 3
27	D 3	28	B 3	29	D 3	30	B 3	31	C 3				
C / 3		A / 3		C / 2		A / 2		D / 3					
DAY	C 3	DAY	B 3	DAY	B 3	DAY	D 3	DAY	D 3				
NITE	A 3	NITE	C 3	NITE	C 3	NITE	B 3	NITE	B 3				
								 2473					
													Shift Vacation
													Impact
													EMS Shift

January2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1A 4	2C 3
					B / 3	D / 2
					DAYA 4 NITED 3	DAYA 4 NITED 3
3A 4	4D 4	5B 4	6D 4	7B 4	8C 4	9A 5
					\$	
B / 2	C / 5	A / 5	C / 4	A / 4	D / 5	B / 5
DAYC 4 NITEA 4	DAYC 4 NITEA 4	DAYB 4 NITEC 4	DAYB 4 NITEC 4	DAYD 4 NITEB 4	DAYD 4 NITEB 4	DAYA 5 NITED 4
10C 4	11A 5	12D 5	13B 5	14D 5	15B 5	16C 5
D / 4	B / 4	C / 7	A / 7	C / 6	A / 6	D / 7
DAYA 5 NITED 4	DAYC 5 NITEA 5	DAYC 5 NITEA 5	DAYB 5 NITEC 5	DAYB 5 NITEC 5	DAYD 5 NITEB 5	DAYD 5 NITEB 5
17A 6	18C 5	19A 6	20D 6	21B 6	22D 6	23B 6
					\$	
B / 7	D / 6	B / 6	C / 9	A / 9	C / 8	A / 8
DAYA 6 NITED 5	DAYA 6 NITED 5	DAYC 6 NITEA 6	DAYC 6 NITEA 6	DAYB 6 NITEC 6	DAYB 6 NITEC 6	DAYD 6 NITEB 6
24C 6	25A 1	26C 6	27A 1	28D 1	29B 1	30D 1
D / 9	B / 9	D / 8	B / 8	C / 10	A / 10	C / 1
DAYD 6 NITEB 6	DAYA 1 NITED 6	DAYA 1 NITED 6	DAYC 1 NITEA 1	DAYC 1 NITEA 1	DAYB 1 NITEC 1	DAYB 1 NITEC 1
31B 1						Shift Vacation
A / 1						Impact
DAYD 1 NITEB 1						EMS Shift



2473



March2027

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
		1	D 5	2	B 5	3	D 5	4	B 5	5	C 5	6	A 6
		C / 8		A / 8		C / 9		A / 9		\$		B / 8	
		DAY NITE	C 5 A 5	DAY NITE	B 5 C 5	DAY NITE	B 5 C 5	DAY NITE	D 5 B 5	DAY NITE	D 5 B 5	DAY NITE	A 6 D 5
7	C 5	8	A 6	9	D 6	10	B 6	11	D 6	12	B 6	13	C 6
D / 9		B / 9		C / 1		A / 1		C / 10		A / 10		D / 1	
DAY NITE	A 6 D 5	DAY NITE	C 6 A 6	DAY NITE	C 6 A 6	DAY NITE	B 6 C 6	DAY NITE	B 6 C 6	DAY NITE	D 6 B 6	DAY NITE	D 6 B 6
14	A 1	15	C 6	16	A 1	17	D 1	18	B 1	19	D 1	20	B 1
B / 1		D / 10		B / 10		C / 3		A / 3		\$		A / 2	
DAY NITE	A 1 D 6	DAY NITE	A 1 D 6	DAY NITE	C 1 A 1	DAY NITE	C 1 A 1	DAY NITE	B 1 C 1	DAY NITE	B 1 C 1	DAY NITE	D 1 B 1
21	C 1	22	A 2	23	C 1	24	A 2	25	D 2	26	B 2	27	D 2
D / 3		B / 3		D / 2		B / 2		C / 5		A / 5		C / 4	
DAY NITE	D 1 B 1	DAY NITE	A 2 D 1	DAY NITE	A 2 D 1	DAY NITE	C 2 A 2	DAY NITE	C 2 A 2	DAY NITE	B 2 C 2	DAY NITE	B 2 C 2
28	B 2	29	C 2	30	A 3	31	C 2						
A / 4		D / 5		B / 5		D / 4							
DAY NITE	D 2 B 2	DAY NITE	D 2 B 2	DAY NITE	A 3 D 2	DAY NITE	A 3 D 2						



May

2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 A 1
						B / 3
						DAY A 1 NITE D 6
2 C 6	3 A 1	4 D 1	5 B 1	6 D 1	7 B 1	8 C 1
D / 2	B / 2	C / 5	A / 5	C / 4	A / 4	D / 5
DAY A 1 NITE D 6	DAY C 1 NITE A 1	DAY C 1 NITE A 1	DAY B 1 NITE C 1	DAY B 1 NITE C 1	DAY D 1 NITE B 1	DAY D 1 NITE B 1
9 A 2	10 C 1	11 A 2	12 D 2	13 B 2	14 D 2	15 B 2
B / 5	D / 4	B / 4	C / 7	A / 7	\$	A / 6
DAY A 2 NITE D 1	DAY A 2 NITE D 1	DAY C 2 NITE A 2	DAY C 2 NITE A 2	DAY B 2 NITE C 2	DAY B 2 NITE C 2	DAY D 2 NITE B 2
16 C 2	17 A 3	18 C 2	19 A 3	20 D 3	21 B 3	22 D 3
D / 7	B / 7	D / 6	B / 6	C / 9	A / 9	C / 8
DAY D 2 NITE B 2	DAY A 3 NITE D 2	DAY A 3 NITE D 2	DAY C 3 NITE A 3	DAY C 3 NITE A 3	DAY B 3 NITE C 3	DAY B 3 NITE C 3
23 B 3	24 C 3	25 A 4	26 C 3	27 A 4	28 D 4	29 B 4
A / 8	D / 9	B / 9	D / 8	B / 8	\$	A / 1
DAY D 3 NITE B 3	DAY D 3 NITE B 3	DAY A 4 NITE D 3	DAY A 4 NITE D 3	DAY C 4 NITE A 4	DAY C 4 NITE A 4	DAY B 4 NITE C 4
30 D 4	31 B 4					Shift Vacation
C / 10	A / 10					Impact
DAY B 4 NITE C 4	DAY D 4 NITE B 4					EMS Shift



2473



ADDENDUM D: RELEASE FROM WORK

CITY OF BALTIMORE
STEPHANIE RAWLINS-BLAKE, Mayor



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

ADDENDUM D RELEASE FROM WORK

May 2, 2012

Charles R. Hoffman, President
Baltimore Fire Fighters
Local #734
1202 Ridgley Street
Baltimore, Maryland 21230

Re: Time Off To Process Grievances and Attend Committee Meetings

Dear Mr. Hoffman:

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

Sincerely,

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

ACCEPTED FOR IAFF, LOCAL 734:

A handwritten signature, likely of Charles R. Hoffman, written over a horizontal line.

Charles R. Hoffman, President

DMC/lwmcn/FF 734 FY 2012

cc: James S. Clack

ADDENDUM E: NON-LINE OF DUTY ILLNESS

NAME & TITLE	Deborah F. Moore-Carter, Labor Commissioner	CITY of BALTIMORE MEMO 396-4365	
AGENCY NAME & ADDRESS	Office of the Labor Commissioner 417 East Fayette Street, Suite 1405		
SUBJECT	ADDENDUM AGREEMENT Non-Line of Duty Illness - Local 734		

TO

Honorable President and Members
of the Board of Estimates
Room 204 City Hall
100 N. Holiday Street

DATE: July 8, 2010

Dear Mr. President and Members:

ACTION REQUESTED OF B/E:

The notation of the Board of Estimates is requested on the attached Addendum Agreement between the City of Baltimore, Baltimore City Fire Department (BCFD) and Baltimore City Fire Fighters, Local 734.

AMOUNT OF MONEY AND SOURCE OF FUNDS

N/A

BACKGROUND/EXPLANATION:

The parties have negotiated a settlement agreement which amends the Memorandum of Understanding for FY 2010 and 2011, regarding interpretation and application of the Baltimore City Code (2010) Article 9, § 6-1, BCFD MOP 366-1, and Article 31, 1A, C and E. The negotiated addendum agreement clarifies and amends the terms and conditions that shall apply to Injury and Sick Leave (Non-Line of Duty), Catastrophic Injury or Illness, and Retirement Leave. The addendum agreement has been reviewed for form and legal sufficiency by the Law Department.

MBE/WBE PARTICIPATION:

N/A

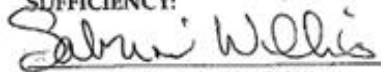
BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable ☒ yes ☐ no

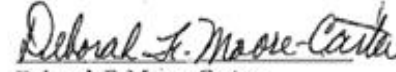
If not, why: ☒ other (Addendum Agreement)

BCRF Certification Statement completed and returned to Agency ☐ yes ☐ no

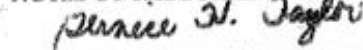
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Sabrina Willis, Assistant Solicitor

LABOR COMMISSIONER:


Deborah F. Moore-Carter

NOTED BY THE BOARD OF ESTIMATES:



Clerk Date JUL 21 2010

Attachment
DFMC/lwmcn/734addendum

cc: Mayor Rawlings-Blake
James S. Clack
Robert I. Giardneski

20-1418-6017

1109-10-53

**JOINT ADDENDUM TO
MEMORANDA OF UNDERSTANDING**

**Between
Baltimore Fire Officers, Local 964, IAFF,
Baltimore Fire Fighters, Local 734, IAFF,
And the Mayor and City Council of Baltimore**

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

Non-Line of Duty Illness and/or Injury.

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

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

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

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

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

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

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

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

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

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

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

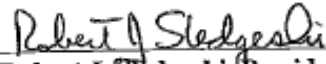
Confirmation and Effective Date

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

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

Agreed as of this 7TH day of JULY 2010.

Baltimore Fire Fighters, Local 734:


Robert J. Sledgeski, President

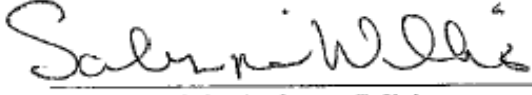
For Baltimore City Fire Department:


James S. Clack, Chief of Fire Department

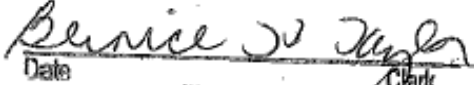
For the Office of the Labor Commissioner:


Deborah F. Moore-Carter,
Labor Commissioner

Approved as to form and Legal Sufficiency:


Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:


Date JUL 21 2010 Clerk

ADDENDUM F: REORGANIZATION OF EMS

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

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

1. Mission Statement

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

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

2. Positions

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

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

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

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

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

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

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

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

3. Pension

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

4. Work Rules, Discipline and Scheduling

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

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

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

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

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

5. Downgrade from ALS Licensure to BLS Certification

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

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

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

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

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

6. Implementation

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

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

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

7. Oversight

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

ADDENDUM G: GENERAL ORDER ON OVERTIME**BALTIMORE CITY FIRE DEPARTMENT****GENERAL ORDER NO. 46-09 (REVISED) (p. 1 of 3)****July 21, 2009****Subject: Overtime Pay For Members Assigned To The EMS Division****Policy Statement:**

Beginning July 8, 2009, all sworn members of the Baltimore City Fire Department who are assigned to the Emergency Medical Services Division and working as field providers on EMS units will receive overtime pay for hours worked in excess of 40 hours per week. EMS officers working in the field and members assigned to suppression units who are on 1800 hour details are included. These members will continue to perform firefighter duties when necessary, but their primary job will be to staff field EMS units.

For purposes of the calculation of overtime, this calendar week began at 1700 hours on July 7, 2009 and will continue to begin each Tuesday afternoon at 1700 hours and will end on each Tuesday afternoon the following week at 1659 hours.

The current labor agreement with the unions outlines an annual rate of pay for an average of 42 hours per week, or 2190 hours per year. For purposes of calculating overtime, the annual pay rate for each member will be determined by dividing the annual pay rate outlined in the various labor agreements by 2190 hours to arrive at the hourly base pay rate.

The current labor agreement base pay rates are based on an average of forty-two (42) hours per week of work. Under this policy, each member will be paid an additional ½ hour of pay for the forty-first (41st) and forty-second (42nd) hour worked during each calendar week. Overtime worked in excess of 42 hours in each calendar week will be compensated at one and one-half times the normal hourly rate.

Example: Assumes the 42 hour average work week and base pay of \$30 per hour.

<u>Hours</u>	<u>Type of Pay</u>	<u>Base Pay</u>	<u>Overtime</u>
1-40	Base pay	40 x \$30 = \$1,200	
41-42	Base pay + half-time	2 x \$30 = 60	2 x \$15 = \$ 30
43-48	Time-and-a-half		6 x \$45 = 270
<u>Total</u>		<u>\$1,260</u>	<u>\$300</u>

For example, if a qualified member works a total of 48 hours in a calendar week, the member will be due an extra one hour of base pay for the first two hours of work and 1 ½ times base pay for the additional six hours over forty two hours. If the member's normal pay rate is \$30.00 per hour, this works out to an extra \$15.00 an hour (or half-pay) for each of the first two hours and \$45.00 an hour (or time plus one-half) for each of the remaining six hours, or a total of \$300 in overtime pay for that week.

In order to be qualified for overtime pay, all hours must be actually worked. Various types of leave (vacation, sick, compensatory time, etc.) are disqualifying hours for purposes of overtime eligibility. Members assigned to suppression units and continuously detailed to the EMS division in excess of and including one complete payroll period (14 calendar days) also qualify for overtime under this policy as long as all the provisions of this policy are otherwise met.

(continued)

Procedure Statement

In order to record the overtime hours for FLSA that were worked based on the Policy Statement above each person's time worked must be reviewed by the payroll supervisor each pay period to determine the number for eligible overtime hours based on the person's scheduled work shift. The scheduled work shift starting and ending point changes each pay period due to the work cycle being different from the payroll period.

Currently Etime Payroll does not have a specific Pay Code for the scheduled shift hours worked for hour 41 and 42 to pay an employee the additional half hour over their straight pay. The only way to calculate this is to review the employee's work hours each week and determine the number of total hours that they worked over the 40 hour minimum. (This would include any additional time worked, additional shifts worked and the employees regular scheduled shift hours.)

REMEMBER THE HOURS OF WORK CAPTURED MUST BE FROM TUESDAY 1700 TO TUESDAY 1659 HOURS FOR EACH CALENDAR WEEK.

Calculating Overtime Under FLSA

To calculate an employee's overtime under FLSA please follow the following steps:

- Step 1:** Determine total number of hours employee worked weekly.
- Step 2:** If the employee worked in excess of 40 hours in a given work week, at that point then subtract 2 hours (for hour 41 and 42) from the total number of hours worked.
For Etime payroll calculate 20 minutes each for hours 41 and 42 (total of 40 minutes)
- Step 3:** Do this calculation for both Week 1 and Week 2 of the given payroll period and then add the hours up for both weeks for hour 41 - 42.
- Step 4:** Add the remainder of hours that is in excess of 42 hours worked in a normal scheduled work week to come up with the total hours to enter into Etime payroll system.

***Please note that any additional shifts or call backs worked or hours worked when members are held over beyond their regular work day will not be calculated into the FLSA overtime and not charged as per this procedure, but will still be recorded in Etime Payroll as overtime worked.**

Making Entries Into Etime

- Step 1:** Enter a separate line at the end of the pay period.
- Step 2:** Enter a Pay Code of "Fire FLSA OT @ 1.5" with the total hours recorded in the Amount Column and the following account code as above in the Transfer column.
(1001-000000-3190-308780-601065) (This entry is the number of hours which is like entering Over Time hours. Etime will calculate the dollar amount to be paid.)
This is a total of hours calculated above for FLSA. For example, if the regular worked hours were 48 for each week of a given payroll period, the total FLSA OT in this entry would be 13 hours and 20 minutes. (This is 6 hours and 40 minutes per week for the 8 hours over 40 hours). Hours 41 and 42 at half time, converted to 20 minute increments for a total of 40 minutes and then multiplied times the 1.5 overtime rate; and hours 43 to 48 at 1.5 overtime rate.

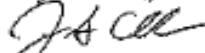
(continued)

Making Entries Into Etime (continued)

Again if the employee works any additional shifts in a given payroll period, their time is considered as time worked and should be recorded in Etime Payroll as a Pay Code of "Overtime @ 1.5" with the appropriate hours worked recorded in the entry on the date line.

Please Note: If there are any problems or concerns when applying this to the payroll or after the payroll is submitted and/or paid please report it through email via Etime Payroll to "BCFD.Etime" to record the concern and BCFD Payroll/HR Office.

By order of,



JAMES S. CLACK

Chief of Fire Department

ADDENDUM H: VACATION/HOLIDAY LEAVE

FROM	NAME & TITLE	Deborah F. Moore-Carter, Labor Commissioner	CITY of BALTIMORE MEMO 396-4365 49	
	AGENCY NAME & ADDRESS	Office of the Labor Commissioner 417 East Fayette Street, Suite 1405		
	SUBJECT	ADDENDUM AGREEMENT <i>Vacation/Holiday Leave – Local 734</i>		

TO

Honorable President and Members
of the Board of Estimates
Room 204 City Hall
100 N. Holiday Street

DATE: July 8, 2010

Dear Mr. President and Members:

ACTION REQUESTED OF B/E:

The notation of the Board of Estimates is requested on the attached Addendum. Agreement between the City of Baltimore, Baltimore City Fire Department (BCFD), Baltimore City Fire Fighters, Local 734.

AMOUNT OF MONEY AND SOURCE OF FUNDS

N/A

BACKGROUND/EXPLANATION:

The parties have negotiated, regarding proper interpretation and application of the BCFD MOP 322, 322-1, 322-2, 341-1 and 343-2 and article 30 of the Memoranda of Understanding for FY 10 and FY11. The negotiated addendum agreement clarifies and amends the terms and conditions that shall apply to Vacation, Holidays, Compensatory Leave and Continuing Education Leave. The addendum agreement has been reviewed for form and legal sufficiency by the Law Department.

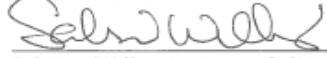
MBE/WBE PARTICIPATION:

N/A

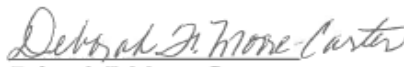
BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable ☐ yes ☒ no
If not, why: ☒ other (Local 734 Addendum Agreement)
BCRF Certification Statement completed and returned to Agency ☐ yes ☐ no

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Sabrina Willis, Assistant Solicitor

LABOR COMMISSIONER:


Deborah F. Moore-Carter

NOTED BY THE BOARD OF ESTIMATES:

 JUL 21 2010
Clerk Date

Attachment

DFMC/lwmcn/734addendum

cc: Mayor Rawlings-Blake
James S. Clack
Robert J. Sledgeski

28-1418-5017

1400-10-53

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

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

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

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

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

For All BCFD Employees hired after July 1, 1979

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

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

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

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

Confirmation and Effective Date

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

Agreed as of this 7TH day of JULY 2010.

For Baltimore Fire Fighters, Local 734:

Robert J. Sledgeski
Robert J. Sledgeski, President

For the Baltimore City Fire Department:

James S. Clack
James S. Clack, Fire Chief

For the Office of the Labor Commissioner:

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

Approved as to form and Legal Sufficiency:

Sabrina Willis
Sabrina Willis, Assistant Solicitor

NOTED BY THE BOARD OF ESTIMATES:

1 JUL 21 2010 Bernard J. [Signature]
Date Clerk

ADDENDUM I: STAFFING ESTIMATES

ADDENDUM I: STAFFING ESTIMATES

October 10, 2013

Michael B. Campbell
President, Baltimore Fire Officers
IAFF Local 964

Charles R. Hoffman
President, Baltimore Fire Fighters
IAFF Local 734

Re: Fire Suppression Rated Positions Staffing Estimate

Dear Mr. Campbell and Mr. Hoffman,

The number of rated positions in the Fire Suppression Division as of January 1, 2014 is anticipated to remain consistent with the current staffing levels as estimated below. If there is any anticipated change to the staffing levels of the below positions, the Department will provide an estimate upon request. All estimates are subject to change based on Departmental needs.

Lieutenant - 123
Lieutenant ALS - 40
Total = 163

Captain - 53
Captain ALS - 8
Total = 61

Battalion Chief - 25
Battalion Chief ALS - 3
Total = 28

FIB Captains - 4

Sincerely,

Jeffrey Segal
Chief of Department
Baltimore City Fire Department

ADDENDUM J: WASHERS AND DRYERS

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



FIRE DEPARTMENT

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

ADDENDUM J: WASHERS AND DRYERS

June 20, 2017

Richard Altieri, President
Baltimore Fire Fighters
IAFF, Local 734

RE: Washers and Dryers

Dear Mr. Altieri:

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Niles R. Ford", is written over the typed name.

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

CITY OF BALTIMORE

BRANDON M. SCOTT,
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

ADDENDUM K: MEDICAL LEAVE ABUSE CONTROL

July 1, 2026

VIA ELECTRONIC MAIL

Matthew Coster, President
Baltimore Fire Fighters, IAFF, Local 734
1202 Ridgley St.
Baltimore, Maryland 21230

RE: Medical Leave Abuse Control

The parties agree in connection with Article 31 to implement Addendum K of the 2027 MOU as a Medical Leave Abuse Control Program. The parties may later negotiate concerning Article 31 in the future.

To ensure the appropriate use of non-line of duty medical leave for employees to recover from illness or injury, under the existing Non-Line of Duty Injury and Illness Leave policy, as set out in Article 31, the Medical Leave Abuse Control Program ("the Program" or "MLAC") as set forth in this Addendum shall apply to all members hired by the Baltimore City Fire Department.

Definitions.

Uncertified non-line of duty medical leave or occurrence is the use of medical leave, regardless of duration, for which an employee fails to provide a medical certification or other reasonably required documentation to authorize the use of medical leave.

Certified non-line of duty medical leave: the use of medical leave, regardless of duration, for which an employee submits appropriate medical certification or other reasonably required documentation to authorize the use of medical leave in accordance with this Addendum, the MOU and/or applicable law.

Medical certification: a document created by a licensed health care professional (LHCP) that includes: date and time of treatment; address; phone number; office email address; name, date and signature of LHCP; and brief summary statement of the basis for the absence, such as a statement that the member was absent due to personal injury, illness or health condition, and expected date of return.

Medical leave day: a portion of or an entire shift of a member's respective shift.

Criteria.

An employee may be placed into the Program under one or more of the following criteria:

1. Four (4) uncertified non-line of duty medical leave days in a twelve (12) month period;

2. Using eight (8) or more non-consecutive non-line of duty medical leave days in a rolling twelve (12) month period, regardless of certification (for clarification, which are not due to an extended leave involving multiple days for a single illness, injury or health condition or which are not taken pursuant to certified FMLA leave);
3. Uncertified usage on three (3) or more occasions of leave on:
 - a. the shift before, on, or after a holiday; and/or,
 - b. the shift before, on, or after weekend shift; and/or
 - c. an impact day,
 in a rolling twelve-month period;
4. One (1) occasion of uncertified non-line of duty medical leave usage after being denied other leave for the same date(s);
5. As to intermittent FMLA, conduct and/or activities that are wholly inconsistent with the certified purpose of FMLA leave;
6. Two or more uses of non-line of duty medical leave to avoid an undesirable work schedule, assignment, special project or disciplinary proceeding (including but not limited to investigations and/or hearings).

Procedure.

An employee placed in the Program shall be scheduled for a consultation with the Director of BCFD Human Resources (“the Director”), or their designee, in accordance with the following procedures:

- i. When the employee meets the criteria referenced above in the Criteria Section, the Director or their designee shall notify and meet with the employee and their union representative to review the MLAC eligibility criteria. The Director or their designee shall document the meeting and provide the member with contact information for the current employee assistance provider.
- ii. If, after the meeting, there are one or more MLAC-eligible occurrences by the employee, the Director or their designee shall notify, in writing, the Assistant Chief of Staff for the Fire Department (Report). This Report must contain the list of leave occurrences, written recommendations, reason(s) for the employee’s enrollment in the MLAC Program, and documentation of the members’ leave requests for the period in question.
- iii. The employee will have the opportunity to provide any mitigating factors to the Director or their designee, who will retain discretionary authority to exempt an employee meeting the above criteria based on mitigating factors.

Employees entered into the Program shall remain in the Program for one (1) year from the date of being so designated. Continued occasions of uncertified non-line of duty medical leave while in the Program may subject the employee to an extension of time in the Program and/or constitute just cause for disciplinary action.

Upon placement or extension in the Program, the employee and union representative shall be notified in writing by BCFD Human Resources within seven (7) working days. This written notification shall include the projected date the employee is scheduled to complete the Program, subject to any further leave use violations.

An employee who has been placed in the Program shall be subject to the following requirements:

1. The employee shall be required to report to Mercy/PSI for all subsequent uses of non-line of duty medical leave, regardless of duration, while in the Program. In instances in which the employee is unable to immediately do so due to medical conditions, the employee shall report to Mercy/PSI as soon as practicable.
2. The employee shall be required to remain at home, or the alternative site of the convalescence (consistent with the employee's medical needs as determined by a LHCP and as duly reported to the Department), while on medical leave.
3. While on non-line of duty medical leave, the employee shall be required to contact the station house every forty-eight (48) calendar hours by email or documented written communication.

Any employee who complies with the requirements of the Program (including no additional uncertified non-line of duty medical leave days in a twelve (12) month period) will automatically be removed from the Program.

The Union shall be notified on a quarterly basis of all bargaining unit employees placed on the Medical Leave Abuse Control Program as well as those who have completed the Program.

Nothing herein shall be construed to prevent the Fire Chief from taking formal disciplinary action pursuant to MOP 312-3 for violations of the policies of the Fire Department. First consideration however, should be given to the application of the Program. Nothing herein shall serve as a waiver or curtailment of each member's due process rights and the obligation that discipline be for just cause.

Very truly yours,

Deborah F. Moore Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 734:

DocuSigned by:

Matthew Coster

43741F322B4849E...

Matthew Coster, President

cc:

Veronica P. Jones, Deputy Labor Commissioner, OLC
Yvette Brown, Director of Employee & Labor Relations, OLC

CITY OF BALTIMORE

BRANDON M. SCOTT,
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

ADDENDUM L: SIDE LETTER ON NON-LINE OF DUTY

July 1, 2026

VIA ELECTRONIC MAIL

Matthew Coster, President
Baltimore Fire Fighters, IAFF, Local 734
1202 Ridgley St.
Baltimore, Maryland 21230

RE:Non-Line of Duty

Dear President Coster,

The City and Local have agreed to continue discussions regarding the Non-Line of Duty (NLOD) Leave policies and practices. Those discussions will begin in June and may continue through November. Each party will advise the other of planned participants, but each party may bring such participants as they may choose to address the topics at hand. Should they agree that it is helpful, the parties may engage a facilitator to help their efforts.

These efforts shall not be considered collective bargaining and materials produced will not be binding, nor shall they be considered a tentative or final agreement. The efforts shall not limit either the City's or Local's rights, positions, or arguments in future negotiations and related proceedings.

Very truly yours,

Deborah F. Moore Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 734:

DocuSigned by:

Matthew Coster

43741F322B4849E...

Matthew Coster, President

cc:

Veronica P. Jones, Deputy Labor Commissioner, OLC

Yvette Brown, Director of Employee & Labor Relations, OLC

CITY OF BALTIMORE

BRANDON M. SCOTT,
Mayor



OFFICE OF THE LABOR COMMISSIONER

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

**ADDENDUM M: SIDE LETTER ON ONE TIME METHODOLOGY FOR CALCULATING
BASE ADJUSTMENT FOR BOAT OPERATORS**

June 12, 2026

VIA ELECTRONIC MAIL

Matthew Coster, President
Baltimore Fire Fighters, IAFF, Local 734
1202 Ridgley Street
Baltimore, Maryland 21230

RE:One Time Methodology for Calculating Base Adjustment for Boat Operators

Dear President Coster,

This letter will confirm the understanding between the Baltimore City Department of Human Resources and Baltimore Fire Fighters, IAFF Local 734 (collectively, the "Parties") regarding the implementation of Article 13 (D) as to the \$3,000 base adjustments for the following classifications and for all employees occupying the classifications (a) EBO ALS, Grade 355F and (b) EBO, Grade 335F for the Fiscal Year 27 negotiations (the "EBO adjustment").

As explained, it is the established practice of the Mayor and City Council of Baltimore (the "City"), the Department of Human Resources (DHR), and Payroll to implement base adjustments in the following manner:

1. Implement agreed upon COLA increase to base salary;
2. Add agreed upon base adjustment to increased base salary.

To achieve pay equity between operator classifications (and as an accommodation to Local 734 who requested to apply the adjustment and then calculate the COLA increase), the City implemented the \$3,000 EBO adjustment to the base salary prior to implementing the COLA to the EBO base salaries. This one-time accommodation is limited to this specific circumstance and does not modify, waive, or establish a precedent with respect to the City's established compensation practices. The City's standard methodology for implementing wage increases will resume and remain in effect for the future.

Very truly yours,

Deborah F. Moore Carter
Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 734:

DocuSigned by:

Matthew Coster

43741F322B4849E...

Matthew Coster, President

cc:

Veronica P. Jones, Deputy Labor Commissioner, OLC

Yvette Brown, Director of Employee & Labor Relations, OLC