

MEMORANDUM OF UNDERSTANDING

FISCAL YEARS 2020 – 2021

Between

THE CITY OF BALTIMORE

and



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

***Council 67 and Local 44, AFL-CIO
BALTIMORE MUNICIPAL EMPLOYEES***

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FY 2020-2021

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ARTICLE 6

GRIEVANCE & ARBITRATION PROCEDURE

A. Subject to any limitations of existing law, any grievance, defined in the Municipal Employee Relations Ordinance (City Code Art. 12, 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 any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner.

Step 1:

The Union Steward with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days, and in no event more than thirty (30) days, from the date of the events or conditions, or his knowledge thereof, which provide the basis for the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.

Step 2:

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within ten (10) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the President of the Local Union or his designee and the aggrieved employee within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within ten (10) calendar days.

Step 3:

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

Step 4:

(a) If the grievance has not been satisfactorily resolved within ten (10) days following the completion of Step 3, then either the Union or the Employer, but only the Union or the Employer, may request that the grievance be arbitrated before a neutral arbitrator selected for that purpose. A copy of the

(b) notice or demand for arbitration shall be delivered to the Office of the Labor Commissioner. Said notice or demand shall be filed within twenty-one (21) calendar days following the completion of Step 3. Thereafter, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators who each are members of the National Academy of Arbitrators, FMCS Area No. 7. An

arbitrator shall be chosen by alternately striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration, including employees affected.

(c) The arbitrator shall be without power to add to, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.

(d) The arbitrator shall confine himself to the precise question presented for arbitration and shall have no authority to determine any other question.

(e) The arbitrator may hear or decide more than one (1) grievance if jointly requested by the parties.

(f) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union.

(g) Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

B. Time limits under this Article may be changed by mutual agreement.

C. 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 upon request by the Union. A grievance must be timely advanced once it is answered by management. A grievance may be advanced to the next step at any time after the time for an answer has expired, even though an answer has not been issued.

D. In computing the time limits under this Article, the date of the preceding event shall be counted.

E.

1. The time period for filling a grievance under this Agreement or an administrative appeal before the City's Civil Service Commission to contest any form of discipline shall not begin until after a conference is held, or in the case of a termination, after the pre-termination hearing is held, the final action is issued by the appointing authority and the employee(s) affected have received written notice of such action.

2. The rights of any employee who, on or after July 1, 2007, is discharged, reduced in pay or position or suspended for more than thirty (30) days shall be as prescribed in Article VII, Section 100 of the Baltimore City Charter (2006), as amended by City Council Resolution 06-017 (ratified November 7, 2006) and in Article 23, Paragraph D. of this Agreement.

3. Any employee, who is suspended for three (3) or more days, but less than thirty-one (31) days, shall be permitted to grieve such discipline. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented, which

may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2000), Article 12, Section 3-2(3)(i), the discipline was for just cause, and, if not, what shall be the remedy.

F. A grievance may be advanced to the next step at any time after the time for an answer has expired, even though an answer has not been issued. A grievance must be timely advanced once it is answered by management. Grievance and grievance answers may be delivered by email. In the event that email is used, a confirmation copy of the same correspondence shall also be subsequently mailed. The operative date of delivery shall be the date of the email.

G. Except for disciplinary actions, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.

ARTICLE 8 ***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, with the Union President and/or Council 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 Union Steward and alternate in each area referred to in Section A of this Article.

D. After appropriate notice to his immediate supervisor, a Union Steward shall be granted reasonable time off during working hours when he is engaged in processing a grievance under Article 6 of this Agreement.

E. The Union shall appoint five (5) present employees as Chief Shop Stewards. The Chief Stewards shall devote their working hours with pay to the processing of grievances under Article 6 of this Memorandum and to the administering of this Agreement.

ARTICLE 9 ***SENIORITY***

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

B. In the case of reduction-in-force or the elimination of a position:

1. Classification seniority within the division shall be given due consideration as provided herein, provided the employee's productivity is satisfactory.
2. However, as to executive, administrative, technical or professional employees, the current Civil Service Rule 52 shall apply.
3. An employee who has been identified for layoff shall be able to displace a less senior employee in a lower classification in a job series within the same layoff unit, provided he is qualified and able to perform the duties of the job.
4. For the purpose of this Paragraph, seniority shall be defined as the total length of continuous service in the higher and lower classifications.
5. An employee who displaces an employee in a lower classification in this manner shall be placed on the reemployment list established for the higher classification in accordance with Civil Service rules.

C. Before an employee's effective layoff date is scheduled, he (she) shall be entitled to convert to cash his (her) accumulated vacation and personal leave.

In either event, sick leave for the then current sick leave year shall be converted at the time of employment termination to cash payment on a one (1) for four (4) basis as provided in Article 11 of this Agreement.

As pertains to employees in the labor class, the following provision shall apply: Promotion shall be made on the basis of seniority when the senior eligible employee within a division is capable of performing the work in the higher classification.

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

E. The Union, Local 44, the Baltimore Municipal Employees, AFSCME, will be placed on the Department of Human Resources' mailing list for classified service job announcements. The Union will encourage employees to notify the Commission of their interest in other classified service positions for which they qualify. The agencies will continue to make good faith efforts to notify employees of the vacancies in classified service positions by posting Civil Service Commission (CSC) job announcements where notices to employees are customarily posted.

ARTICLE 14 ***HOURS OF WORK***

A. The regular hours of work each day shall be consecutive except for interruption for lunch periods. Except in those situations where the City implements its emergency schedules (such as inclement weather or other event which seriously impacts the City and its operation), the previously posted schedule of daily

reporting and quitting times may not be changed without prior notice to the Union. If requested, the City shall meet and discuss such change with the Union. The intent of this provision is to require the City to observe an employee's starting and quitting times which have been previously posted.

B.

1. A regular work week shall be scheduled and posted for each City worksite.
2. The work week shall consist of five (5) consecutive work days, except for employees in continuous operations.

C.

A maximum of eight (8) consecutive hours, including a paid forty (40) minute lunch period, shall constitute a work day. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

D. Work schedules showing the employees' shifts, work days and hours shall be posted on each department bulletin board at all times. For the Convention Center, work schedules shall be posted at least seven (7) calendar days before they are to take effect. When work schedules are prepared and posted for the calendar month (or other extended period) a copy of the work schedule also shall be delivered (or made available in the normal place messages are provided) to each employee at least five (5) work days before the new schedule is to take effect.

E. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

F. An employee required to work three (3) or more hours immediately following the completion of a normal full time work shift shall receive a meal allowance of \$8.00 (eight dollars).

G. Employees called into work outside of their regular shift shall receive pay for a minimum of four (4) hours at the rate of time and one-half (1½) their regular pay.

Any employee called to or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half (1½) times his regular rate of pay only for the time so worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. The employee shall then be paid for the balance of his regular work shift at the appropriate rate. Nothing herein shall be construed to mean compounding of overtime.

H. Employees regularly assigned to night or shift work shall be paid (\$.35) thirty-five cents per hour above the established rates for each hour worked on shifts which commence between the hours of 2:00 p.m. and 5:00 a.m. This provision shall not apply to watchmen; guards or employees whose emergency assignments start or carry into the above named periods. When applicable, night differential shall be paid at the appropriate overtime rate. Shift differential will become part of an employee's base pay for paid leave purposes after he has been assigned to an eligible shift for thirty (30) consecutive days.

I. Shift and other employees shall not be required to work more than sixteen (16) consecutive hours without an eight (8) hour break except in the case of an emergency endangering life, health and safety. If

an employee is required to work for more than sixteen (16) consecutive hours under such an emergency situation, that period shall not exceed twenty-four (24) consecutive hours.

J. When employees who are assigned to mixed refuse collection complete all of the tasks and/or routes to which they are assigned for the day, those employees shall continue to be excused from further work and duty assignments for that day.

K. With respect to the Baltimore Convention Center, employees who are returning from lunch shall be allowed two instances within each year in which they return for up to two (2) minutes late without incurring an event/incident which begins the disciplinary process. After two such instances, the disciplinary process will begin. In the event of a dispute over timely reporting, or time clock use, the Employer shall produce appropriate evidence or documentation of lateness to the Union.

ARTICLE 15

OVERTIME

A. All hours worked in excess of the regularly scheduled work day or in excess of the regularly scheduled work week shall be considered overtime and paid for at the rate of one and one half (1 ½) times the normal straight time rate of pay. The overtime rate of pay provided for in this Section shall apply to employees in sanitary collection and street cleaning services on assignment or task work after completion of the assignment or task or eight (8) hours.

B. All paid leave shall be considered time worked in the computation of overtime.

1. Overtime work shall be offered equally to employees working within the same job classification in each work area. The offering of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

2. Insofar as practical on each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record shall be kept and posted for each employee, showing the number of hours of overtime he was offered but refused to work. These hours shall be counted towards overtime hours offered as per this paragraph.

C. Overtime work shall be voluntary except in the event of an emergency. There shall be no discipline against any employee who declines to work overtime, except in the event of an emergency. If an employee fails to report for an overtime shift for which the employee has volunteered, no discipline shall be implemented if the employee has a documented illness or injury, or the employee is excused from an assignment of voluntary overtime at least twenty-four (24) hours before the start of the scheduled shift.

D. Overtime Rate of Pay

1. The overtime rate of pay for all hours worked on the seventh consecutive day worked in a regular work week shall be at the rate of two (2) times the normal straight time rate of pay.
2. Where in the normal operation of a department, work is regularly scheduled on Saturdays and/or Sundays, no more than ten (10) days of work shall be scheduled for any employee in each fourteen (14) day period, unless there is an emergency or unforeseen circumstance.
3. If an emergency or unforeseen circumstance occurs, an employee working this schedule shall be paid one and one-half (1½) times his hourly rate for all hours worked in excess of ten (10) regularly scheduled days during said fourteen (14) day period except that for all hours worked in excess of twelve (12) days during said fourteen (14) day period, the employee shall be paid two (2) times his hourly rate.

E. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

F. When an employee in a single work week works at two or more different types of work for which different straight-time rates have been established, the employee will receive paid overtime for the type of work that is performed during the overtime hours at the higher rate for all hours over forty (40) in a work week.

ARTICLE 20 ***RATES OF PAY***

C. Environmental Differential

Employees working under hazardous environmental conditions at Back River Waste Treatment Plant and the Patapsco and the Eastern Avenue Pumping Stations (Department of Public Works, Bureau of Water and Waste Water) shall be paid fifteen (15) cents per hour above the established rates for each hour worked. A hazardous environmental condition shall be defined as one (1) that exposes the employee to an area where highly toxic chemicals are used and an atmosphere where the level of toxic fumes or gases is determined to be dangerously high.

ARTICLE 23 ***DISCIPLINE & DISCHARGE***

A. Discipline

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The City must impose a disciplinary action no later than thirty (30) days after the agency acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where criminal conduct may be involved, or with offenses related to violations of civil statutes, including those governing anti-discrimination and sexual harassment, and in those cases, the City must impose a disciplinary action no later than thirty (30) days after its investigation is completed. In any event, the City's investigation of and disposition on an alleged infraction shall occur with reasonable dispatch.

C. No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged; (ii) prior notice to the Union of the same; and (iii) an informal hearing at which management shall be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination. Should the complaint or charges on which the suspension was based not be sustained, or should the City not have just cause for its action, the City shall return the employee to work, and it shall reimburse the employee for all lost wages, within thirty (30) calendar days after such settlement or determination.

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

E. Any employee who, as discipline, is suspended for three or more days, but less than 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 which grievance must be filed within fifteen (15) days after the action challenged. 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. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code (2000), Article 12, Section 3-2(3)(i), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

F. The Employer shall not drop or suspend health insurance coverage, or its contribution to the cost of such coverage, for any employee who is suspended without pay for thirty (30) days or less.

ARTICLE 24
NO STRIKE OR LOCKOUT

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

B. In the event of an unauthorized strike, slow-up, or stoppage, the Employer 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 Employer, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

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

ARTICLE 26
HAZARD PAY

A. A premium of \$.15 (fifteen cents) per hour shall be paid to employees of the Bureau of Utility Operations, Utilities Maintenance and Highway Divisions, for all hours when such employees are required to enter and work in excavated trenches of six (6) feet or more in depth, or to enter through manholes and work in any existing underground pipe network, and to employees of the Bridge Section when working over or on the underside of bridges, and to glaziers working in dangerous elevated positions, and to sheet metal workers in the Department of Education when working on roofs.

Employees of the Division of Highways shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working on the roadway of the Jones Falls Expressway, Russell Street, I-95 and 395.

Employees of the Animal Shelter shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent handling animals.

Employees of the Health Department shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working with cyanide gas.

Employees of the Department of Public Works shall be paid a premium of \$.15 (fifteen cents) per hour for all time spent working with toxic gases.

Employees of the Department of Parks & Recreation, Department of Education, and Department of Public Works, when assigned to the Baltimore Clippers, shall be paid a premium of \$.15 per hour for all time spent working at such hazardous pay assignment.

B. In addition to the premiums that are called for in this article, the Employer shall pay to employees who are covered by this agreement the same hazardous duty premiums or stipends that the Employer pays to its supervisors (within the bargaining units of CUB or MAPS) who supervise those AFSCME bargaining unit members.

ARTICLE 33 ***OUT-OF-TITLE WORK***

A.

1. An employee who works out-of-title shall be accorded the wages and benefits that are commensurate with the position or capacity in which they work however long the employee works acting out-of-title.

2. An employee shall not be required to work out-of-title for a period of more than one hundred twenty (120) calendar days.

3. The City shall not place and replace employees in an acting out of title status to extend the period of acting out-of-title to cover a specific position for a total of more than one hundred eighty (180) calendar days.

4. Effective July 1, 2005, the City shall post and fill, or it shall abolish, any position that remains permanently vacant and is temporarily occupied by employees acting out-of-title for more than one hundred eighty (180) days. When the City permanently fills a position that has been temporarily occupied by employee(s) acting out of title, the Department of Human Resources and appointing authority shall give due consideration to the employee(s) who occupied the position in an acting out-of-title capacity.

5. Effective June 30, 2017, there shall be established a Special Grievance Committee on Acting-Out-of-Title under Article 34 of this Agreement and about the proper administration of AM 214-1, in lieu of grievance and/or arbitration under Article 6 of this Agreement about any dispute or controversy over all such topics. The Special Grievance Committee shall be convened, and through December 31, 2018 it shall operate as follows, when, except for pending or uncompleted cases (which shall be completed thereafter), the authority of the Special Grievance Committee shall expire unless expressly extended by written agreement:

a. The Special Grievance Committee shall consist of seven (7) individuals, three (3) of whom shall be appointed by the Office of the Labor Commissioner for the City, and three (3) of whom shall be appointed by the Executive Director of AFSCME Council 67 for the Union. The six (6) members so appointed may be appointed and removed at the pleasure of their respective party (City or Union), and even may be appointed only to participate in the determination of a particular case. Once proceedings are begun on a case, the six (6) Special Committee Members may not be replaced or removed absent extraordinary circumstances.

b. The seventh (7th) member of the Special Grievance Committee shall be a neutral labor arbitrator who is a member of the National Academy of Arbitrators. The seventh (7th) member shall be appointed and sit by consent of the City and the Union for an initial term through June 30, 2018. The seventh (7th) member may be removed upon the demand of the City or the Union, but only after July 1, 2018, and his/her successor shall be appointed only by consent (or in the absence of consent, by alternately striking from a list of National Academy members furnished to the parties for that purpose by the Federal Mediation and Conciliation Service), unless a new appointment is necessitated by the incapacity or unavailability of the appointed neutral member.

Once proceedings are begun on a case, a neutral Special Committee Member may not be replaced or removed absent extraordinary circumstances.

c. The Special Grievance Committee shall have the authority to hear, decide and determine all disputes about Acting-Out-of-Title, including any and all about the interpretation or applications of Article 34.A of this Agreement, and AM 214-1, and it may sustain or deny employee claims and award back pay when applicable.

d. Claims presented to the Special Grievance Committee may be based on assignments that originated on or after January 1, 2016.

e. The neutral (seventh) member of the Special Grievance Committee shall be the chair of the Committee. The Committee shall have the authority to conduct its examination of employee claims, and City defenses, informally, by resort to documents and/or reliable hearsay, and elocution in lieu of formal testimony and hearing, to achieve results which are deemed to be fair, adequate and reasonable based on the facts presented. However, the chair of the committee may require formal testimony under oath to the extent that formal testimony will aid in achieving a fair and equitable result. In any event, affected employees and City managers shall be permitted to appear before and speak to the Committee before a case is submitted for decision.

f. Absent settlement, any decision made by the Committee shall be by vote of the Special Grievance Committee (the City, Union and neutral member each to cast one vote for a total of three votes).

The Committee chair (neutral member) shall be responsible to draft a statement of reasons which will serve as the final determination for the Committee's settlements and decisions. Said determinations, whether by settlement or decision, shall be final and binding on all parties concerned, and it shall serve as an arbitration award between the City and the Union.

g. The Special Grievance Committee shall attempt to develop consistent and practical protocols and procedures in its development, implementation and application of Acting-Out-of-Title principles. In so doing, the Special Grievance Committee may make recommendations to the Department of Human Resources with respect to the relevant portions of the Administrative Manual

h. The fees and expenses of the neutral member shall be split equally between the City and the Union. The Special Grievance Committee and the neutral member may hear and handle more than one case at any session. The neutral member shall invoice the parties for days of hearing and decision writings, but not by the case.

B. Labor Class

Whenever an employee is assigned to substitute for an employee in a higher classification due to the absence of the latter, he shall be paid at the rate of the step in the higher classification immediately above his regular rate of pay on an hour-for-hour basis, provided:

1. That in the event the application of this rule would result in an hourly increase of less than five \$.05 (5 cents), the employee shall be paid the rate of the next higher step, but in no event more than the maximum rate, of the higher classification.
2. Whenever, in the opinion of the Department Head, an employee will be required to substitute in a higher classification for a period exceeding thirty (30) working-days, the Department Head shall notify the Department of Personnel whether the need for the higher classification is temporary or permanent. The Department of Personnel will prepare an Eligible List for permanent appointment.
3. Heavy Equipment Operators I and II shall be treated as Labor Class employees for the purpose of this Section.
4. No employee shall be required to perform or shall receive compensation for out-of-title work for more than one hundred twenty (120) days.

C. Exempt, Competitive, and Non-Competitive Classes

Whenever an employee is assigned to perform the duties and responsibilities of a higher classification for a period in excess of ten (10) consecutive working-days, he shall be paid the higher rate for such services commencing on the eleventh working-day, in accordance with the rules and regulations as set forth in the Administrative Manual. No employee shall be required to perform or shall receive compensation for out-of-title work for more than ninety (90) days.

ARTICLE 34

UNIFORMS

A. The Employer's previous practice of furnishing certain items of clothing and/or equipment to members of the unit shall continue during the term of this Agreement. Safety items must be worn at all times when required by the agency.

B. All persons employed in Solid Waste Collections, Department of Public Works, shall receive a \$10.00 (ten dollars) voucher toward quality work shoes.

ADDENDUM K
Memorandum of Agreement (aka 1 + 1)
July 7, 2009

[It is understood that the terms of this Memorandum of Agreement are subject to review and ratification by vote of the bargaining unit members affected by these changes.],

Whereas the City desires to modify the work schedule and various terms for certain employees who are assigned to Solid Waste Collection as defined below and whereas the Union desires to have certain unit positions reinstated so as to avoid the layoff of the employees in those positions, the parties have agreed to modify the existing MOU as follows:

1. Effective July 13, 2009, the Department of Public Works shall reinstate fifteen (15) positions which had been previously eliminated and to reinstate those employees who have been laid off or who have accepted positions as temporary employees.

2. The MOU shall be modified as follows:

Article 14, ¶ C.3. - Hours of Work.

Amend Article 14, to add as ¶ 14.C.3.a, the following:

"Effective July 13, 2009, all members of the bargaining unit who are assigned to the Solid Waste Collection (mixed refuse, recycling and corner can collection) shall be assigned to a forty-hour work week, which shall consist of four 10 hour days, Tuesday, Wednesday, Thursday and Friday. The employees thus assigned shall be given two paid breaks of fifteen (15) minutes each, at their election, one in the morning and one in the afternoon, and a paid lunch of forty-five (45) minutes. Employees who are so assigned shall be excused from further work upon completion of the routes and associated tasks to which they are regularly assigned for their day of work.

"The Bureau of Solid Waste shall publish an initial regular route schedule consisting of approximately 68 routes. The Bureau agrees to discuss route configurations or any modifications upon notification by the Union.

Article 14, ¶J. -Hours of Work.

Amend current language to provide as follows:

"When any employee assigned to one of the collection routes in the Bureau of Solid Waste (mixed refuse, recycling or corner can collection) completes all of the tasks and/or routes to which he or she is assigned for the regular day of work, those employees shall be excused from further work and duty assignments for that day."

Article 15, ¶ A. - Overtime.

Amend Article 15, ¶ A to additionally provide at the end of the current paragraph:

"Overtime at the rate of time and one half of regular pay shall apply to all four-day 10-hour employees in the Bureau of Solid Waste upon completion of the assignment, route or task for that day, or ten (10) hours of work if assigned to a four 10-hour day of work, or for work on a regularly assigned day off from work."

Articles 10/11/12/13 and 15 - Paid Leave and Premium Pay.

Add the following to amend Article 14, to add as, ¶ 14.C.3.b, the following:

"Effective July 13, 2009, any full day of paid leave used by a member of the bargaining unit who is assigned to Solid Waste Collection on the basis of a four 10-hour day work week shall be debited on the basis of ten (10) hours for each day used. Benefit accruals shall continue to remain the same, so, for example, employees shall continue to receive a total of 88 hours of holiday leave for each year (plus additional paid days off for election days and Presidential inauguration day). One full day of accrued leave for such events as holidays, vacation, personal leave, sick leave, and death leave shall be accrued on the basis of eight (8) hours of pay. If an employee accrues and/or uses less than a full day of work, the leave used shall be accounted for in apportioned units of 1/10th."

Add the following to amend Article 10, to add as, ¶ 10.I., the following:

"For holiday leave due and accrued under ¶ 14.C.3.b for employees assigned to Solid Waste Collection, ten (10) hours shall be deducted for each observed holiday that falls on the employee's regular day of work (*i.e.*, Tuesday through

Friday). Any hours not expended to cover observed holidays that fall on a regular day of work (*i.e.*, Tuesday through Friday) may be used for paid time off from work on other dates."

Add the following to amend Article 10, to add as ¶ 10.J., the following:

When an observed holiday falls on a regular day of work (*i.e.*, Tuesday through Friday) for ten-hour day employees assigned to Solid Waste Collection, a "make up" collection day will be scheduled on the following Saturday. Employees shall be expected to report for work on a "make up" collection day in the same manner as on a regular day of work, and they shall be paid for the "make up" day the rate at time and one-half of their regular rate of pay."

Article 36 - Miscellaneous.

Add the following as Article 36, ¶ 36.B.:

"By September 1, 2009, the Employer and the Union shall organize and convene Joint Committee to explore an incentive housing program for bargaining unit members who choose to reside in the City of Baltimore."

