

**MASTER AGREEMENT**  
**BETWEEN**  
**HOUSING AUTHORITY OF**  
**BALTIMORE CITY**  
**AND**  
**THE AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL**  
**EMPLOYEES**  
**AFL-CIO MARYLAND**  
**COUNCIL 67 LOCAL 2979**

**JANUARY 01, 2022 THROUGH DECEMBER 31, 2024**

This Memorandum of Agreement is entered into this 10<sup>th</sup> day of January 2022, by and between the Housing Authority of Baltimore City (HABC)("Employer") and the American Federation of State, County and Municipal Employees AFL-CIO, Council 67 and Local 2979 ("Union").

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## ARTICLE 1: PURPOSE OF THIS AGREEMENT

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Employer and regular Employees, hereinafter referred to as Employee(s), covered hereby, to ensure true collective bargaining to the extent allowed by Federal, State, or local law, regulation or contractual obligations of the Employer with Federal authorities, and to set forth therein the basic policy covering wages, hours, and conditions of employment to be observed by those affected. The Employer and the Union recognize that in the application of this Agreement, the public interest is to be considered.

## ARTICLE 2: UNION RECOGNITION

The Housing Authority of Baltimore City (hereinafter referred to as the Employer) hereby recognizes as the sole and exclusive representative for the purpose of collective bargaining, the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, and the following affiliated Local Union (hereinafter referred to collectively as the "Union"), which shall include all non-probationary Employees who are members of the Union in the classifications appearing on the list, which is attached to and made a part of this Agreement (See Appendix).

### **Local 2979- HABC Maintenance Supervisors**

#### *Section 1: Distribution of Agreement*

The Union shall provide the paper and HABC shall print copies of this agreement within ninety (90) days of the effective date. The Union shall distribute a copy of this Agreement to each individual in the bargaining unit.

#### *Section 1: Orientation of New Employees*

Time will be made available at the end of the orientation day's schedule (4:30-5:00 p.m.) for the Union to address new members. This time is not to be considered as time worked. The scope of the presentation shall be limited to providing union membership information.

#### *Section 3: Orientation Schedule*

The Orientation schedule will be provided to the Union Representative with the names and job titles of the new hires covered under this Collective Bargaining Agreement.

#### *Section 4: Employee Communication*

HABC agrees to publish, in a newsletter, AFSCME AFL-CIO Council 67's address:

**AFSCME, AFL-CIO, Council 67  
Local 2979  
1410 Bush Street, Suite A  
Baltimore, MD 21230  
(410) 837-7278**

***Section 5: Work Performed in Unit***

A. Other than for tasks regularly performed by supervisors not in the bargaining unit prior to the effective date of this Agreement and, except to complete incidental tasks, satisfy unforeseen staffing emergencies, or to meet Act of God such as inclement weather, the work regularly assigned to positions within the bargaining unit shall be assigned to and performed by persons employed in the bargaining unit.

B. If the HABC decides to permanently fill any vacant or temporarily filled bargaining unit positions held open to implement the Rental Assistance Demonstration, such vacant or temporarily filled positions shall first be offered to dis-placed members of the bargaining unit, using seniority measured by initial date of hire.

**ARTICLE 3: DEDUCTION OF UNION DUES**

***Section 1: Dues Check Off***

The Employer agrees to deduct Union dues or service fees and/or initiation fees, as established by the Union, from the pay of any Employee whom the Union is certified to represent, after receipt of signed authorization of such deductions starting with the first pay period following the completion of the Employee's probationary period. Such withholdings for Union dues are to be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67. The Union will notify the Employer, in writing, thirty (30) days prior to any change in such dues or fees. The Union will indemnify and hold harmless the Employer for the collection of dues or fees.

***Section 2: Employee Lists***

The Employer agrees to provide the Union a list of Union Members who are newly hired, promoted, demoted, separated, or retired. Upon request, the Employer agrees to provide the Union with an alphabetical list of members covered under this Agreement from whom dues and/or service fees are deducted. The list shall include name, title, and entry date. Other information, as appropriate, will be provided with Employee authorization.

## **ARTICLE 4: UNION SECURITY**

### ***Section 1: Dues and Service Fees***

All Employees covered by this Agreement who were employed prior to, or after, the effective date of this Agreement and elect not to join or remain members of the Union, or those who were employed prior to the effective date of this Agreement and who had previously executed membership cards of said Union, but hereafter elect to terminate such membership and/or revoke any applicable dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union. Upon receipt of the membership authorization card, the Employer shall begin deducting dues/service fees the following pay period.

### ***Section 2: Failure to Maintain Union Membership***

An Employee, who fails to join the Union, or pay service fees, or maintain Union membership, as required by the Union by this article, shall be notified in writing by the Employer that such dues or service fees are mandatory for continued employment. Failure to immediately authorize such deduction within one (1) pay period will result in termination of the Employee's services. The Union will notify the Employer in writing if the Employee covered by this Agreement has refused to authorize the Union to deduct such dues or service fees requesting the termination of the Employee. The amount of said service fee shall not exceed the then current Union dues and shall be paid to help defray the costs incurred by said Union in the negotiation, administration and implementation of the terms of this Agreement.

## **ARTICLE 5: GENERAL STATEMENT OF MANAGEMENT RIGHTS**

### ***Section 1:***

Except as otherwise provided in this Agreement, the Employer to assure the efficient, economical, and orderly operation of its business shall enjoy and exercise the rights and prerogatives of management. Such rights shall include, but not be limited to, the right to establish management policies and to hire, promote, transfer, discipline, reclassify, and separate Employees.

### ***Section 2:***

The Employer may adopt and amend any benefit plans, major changes in standards of conduct, or job descriptions, provided that a copy of the proposed change is delivered to the Union in advance, it is reasonable and it is consistent with all other terms of this Agreement. The Employer shall notify the Union and give the Union a meaningful opportunity to confer with the Employer in advance over such a proposed adoption or amendment. In the event of a conflict with any term or condition covered in this Agreement, the provisions of this Agreement shall govern.



## **ARTICLE 6: WORK STOPPAGE**

The Union agrees that Neither the Union nor its officers, agents or members will authorize, instigate, aid, support or engage in a strike, slow-down, or work stoppage against the Employer. The Employer agrees not to lock out Employees.

## **ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION**

Subject to any limitations of existing law, should the Union object to the method in which management policies, rules, etc., affecting the terms and conditions of employment are applied or implemented, it may resort to the Grievance Procedure contained in this Agreement including arbitration. A grievance may be settled in the following manner:

### ***Section 1: Informal and Formal Resolution***

It is mutually agreed that an attempt should be made to settle all complaints or disputes on an informal basis by having the complainant and/or their representatives discuss the matter with the immediate supervisor within ten (10) working days from the date the Employee could reasonably be expected to have knowledge of the facts or actions which are the cause of the complaint or dispute. However, no complaint or dispute will be considered after ninety (90) calendar days from the date of the events or conditions, which are the basis of the complaint.

**Step 1:** If the complaint is not resolved in the informal method mentioned above, the Employee and his/her representative are to reduce the complaint to writing on a Grievance Form (HABC No. 151-65) within seven (7) working days from the date of the informal discussion and present it to the appropriate second-line supervisor or designee, who is then required to give his/her written response to the grievant or the representative within seven (7) working days. If the Union does not receive a written response from the Employer's representative within ten (10) working days after the date on which the grievance was first submitted, the grievance may be advanced by the Union to Step 2, as the Union may elect, but in no event more than twenty (20) working days after the Step 1 meeting was concluded.

**Step 2:** If the grievance has not been satisfactorily resolved at Step 1, the aggrieved Employee(s) and the Union Representative may request, in writing, a discussion of the grievance with the Chief Human Resources Officer or designee must be made within seven (7) working days after the supervisor has responded in Step 1, or in the absence of a timely response from the Supervisor, then within twenty (20) working days after the date on which the grievance was first submitted. Such requests must be made within seven (7) working days after the supervisor has responded in Step 1. The Chief Human Resources Officer or designee shall meet with the aggrieved Employee(s) and the Union Representative(s) within fifteen (15) working days from the date requested and respond within fifteen (15) working days from the date of the discussion. By mutual agreement, a later date may be established for the meeting and/or response of the Chief Human Resources Officer or designee. When the matter grieved concerns the demotion, suspension or discharge of one or more employees, the Union may elect to begin the grievance procedure with the filing of a Grievance Form (HABC No. 151-65) within seven (7) working days from the Union's first knowledge of the Employer action that is contested in the grievance.

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**Step 2:** If the grievance has not been satisfactorily resolved at Step 1, the aggrieved Employee(s) and the Union Representative may request, in writing, a discussion of the grievance with the Chief Human Resources Officer or designee must be made within seven (7) working days after the supervisor has responded in Step 1, or in the absence of a timely response from the Supervisor, then within twenty (20) working days after the date on which the grievance was first submitted. Such requests must be made within seven (7) working days after the supervisor has responded in Step 1. The Chief Human Resources Officer or designee shall meet with the aggrieved Employee(s) and the Union Representative(s) within fifteen (15) working days from the date requested and respond within fifteen (15) working days from the date of the discussion. By mutual agreement, a later date may be established for the meeting and/or response of the Chief Human Resources Officer or designee. When the matter grieved concerns the demotion, suspension or discharge of one or more employees, the Union may elect to begin the grievance procedure with the filing of a Grievance Form (HABC No. 151-65) within seven (7) working days from the Union's first knowledge of the Employer action that is contested in the grievance.

Step 1 shall be waived, and the aggrieved Employee will place the complaint into Step 2 when the grievance involves demotion, suspension or discharge.

General Provision: Prior to proceeding to binding arbitration, a conference may be held with the Federal Mediation and Conciliation Service to resolve the issue. Such conference shall not delay any scheduled arbitration action.

**Step 3:** The Union shall have thirty (30) working days after receipt of a written grievance answer from the Chief Human Resources Officer to submit a demand for arbitration, provided, however, if a written response is not delivered to the Union by the Chief Human Resources Officer or designee within ten (10) working days after a discussion of the grievance, or if a Step 2 discussion is not timely scheduled or timely conducted, the Union may elect to file a demand for arbitration within forty-five (45) days after the grievance is advanced to Step 2. A demand for arbitration shall be sufficient if it is delivered by letter to the Office of the Chief Human Resources Officer.

**a) Selection of Arbitrator**

The Chief Human Resources Officer or designee and the Union will meet within ten (10) working days to select an impartial Arbitrator. If the parties are unable to agree to an arbitrator, either the Employer or the Union may submit a request to the American Arbitration Association or the Federal Mediation and Conciliation Service to provide a list of nine (9) Arbitrators who are each members of the National Academy of Arbitrators. The parties shall elect an arbitrator from the list by exercising alternate strikes. The party to proceed first shall be selected by a flip of a coin. Should either party fail or refuse to join in a selection by alternative strikes, after due notice, the other party may proceed to make the selection. The decision and award of the Arbitrator selected shall be final and binding on the parties and on all employees affected thereby.

**b) Decision of Arbitrator**

The decision of the Arbitrator shall be binding on the parties, and the Arbitrator will be requested to issue a decision within thirty (30) days after the conclusion of testimony and fact finding. The Arbitrator shall not have the

power to add or to subtract from or modify the provisions of this Agreement, HABC policies, rules, issuance or applicable state or local laws through the award.

**c) Arbitration Costs**

The Employer and the Union will share any costs incurred in connection with the Arbitration proceedings equally. The requesting party shall pay any costs related to a cancellation or postponement upon receipt of the Arbitrator's bill.

**d) Arbitration Participants**

The Union will provide the Employer with a written list of Employees requested to appear at the Arbitration proceedings within five (5) days prior to the hearing. The Employer shall allow all agreed to Employees time off

without loss of pay. Written statements and/or phone interviews may be accepted in lieu of attendance.





***Section 2: Untimely Appeal and Response***

If the finding or resolution of a grievance at any step of the procedure is not appealed by the Union within the prescribed time limits. Should the employer not respond in the prescribe time in Step 2 said grievance will be considered settled on the basis of the last answer provided by the Employer, and there shall be no further appeal.

Should the Employer not respond in the prescribed time in Step 1, the grievance shall automatically move to Step 2. Should the Employer not respond in the prescribed time in Step 2, the Union may send a "Notice to Cure "to the Deputy Executive Director and the Chief Human Resources Officer. The Employer will then have thirty (30) days to render a response.

***Section 3: President's Grievance***

The Union President may initiate a grievance on matters that affect a specific group or class of Employees. In such instances, the grievance will be filed at Step 2.

***Section 4: Waiver of Time Limits***

Time limits may be waived upon written, mutual consent of the Union and the Employer for Step 2 or Step 3 of the grievance procedure. The Union will notify its concerned parties, and the Employer will notify its concerned parties.

***Section 5: Expand or Modify Agreement***

No grievance or its settlement shall serve to expand or modify this Agreement.

## ARTICLE 8: UNION PRESIDENT/STEWARDS

### *Section 1: Accredited Union Stewards*

Local 2979 will receive two (2) business days per week of paid time-off for the President. Accountability will be provided monthly by AFSCME Council 67 Staff Representative and timesheets must be provided to HABC by the respective Presidents in accordance to HABC policies. The Presidents' pay will be based on the following schedule:

|           |                         |
|-----------|-------------------------|
| Local2979 | The Highest Rate of Pay |
|-----------|-------------------------|

The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union Presidents in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Stewards that outlines the area to be represented by Stewards 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.

### *Section 2: Investigate and Settle Grievances*

Union Stewards, after serving appropriate notice by submitting a written request in duplicate on HABC Form #1272-62 for signature of their immediate supervisor, shall be allowed reasonable time off during working hours without loss of pay to investigate and settle grievances.

### *Section 3: Cooperation*

Both the Union and the Employer agree to encourage constructive dealings and facilitate meetings between division heads, Union Stewards, and Union Representatives. The parties agree to participate in Agency Labor/Management meetings, semi-annually or as the need arise.

Upon implementation of Phase 1 and 2 of the Rental Assistance Demonstration, upon reasonable advanced notice, the Authority shall allow a representative from the Union enough leave to meet with affected employees to assist with issues related to the implementation.

## ARTICLE 9: NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally for all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union political affiliation, or disability, as defined by the Americans with Disabilities Act. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

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## ARTICLE 10: HOLIDAYS

### *Section 1: Holidays Defined*

Whenever used in this Agreement, the term "Holiday" means one of the following days:

New Year's Day

Labor Day

Dr. Martin Luther King's Birthday\*  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Juneteenth Day

Veteran's Day  
General Congressional Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

\*Third Monday in January

The Housing Authority of Baltimore City will celebrate the Martin Luther King holiday consistent with the City of Baltimore's celebration. President's Day may be substituted for Washington's Birthday as appropriate, consistent with the City of Baltimore's celebration

***Section 1: Saturday Holidays***

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

***Section 3: Holidays On Regularly Scheduled Day Off***

If a holiday falls on the day of an Employee who has regularly scheduled days off other than Saturday or Sunday, the next scheduled working day of such Employee will be observed as the holiday.

***Section 4: Holiday Pay***

Employees who are not scheduled to work on a designated holiday shall be paid for seven and one-half (7-1/2) hours work at their regular rate of pay.

***Section 5: Holiday Pay (Eligibility Requirements)***

In order to be paid for a holiday, an Employee must have been employed prior to and remain employed after that holiday and must have been in a pay status at some time during the payroll period in which the holiday occurs.

***Section 6: Holiday Work***

Employees who are scheduled to work on a designated holiday will be paid their regular rate of pay. In addition, they will be paid one and one-half (1-1/2) times their regular hourly rate of pay for each hour worked regardless of the number of hours worked.

***Section 7: Scheduled Holiday Work Unscheduled Leave Use***

An Employee scheduled to work on a holiday who requests Universal Leave with twenty-four (24) hours prior notice may be charged Universal Leave on that day. Failure of an Employee to notify the Supervisor of an absence within twenty-four (24) hours may result in the Employee being placed in a no-pay status for that day.

**ARTICLE 11: UNIVERSAL LEAVE**

***Section 1: Leave Accrual***

Universal Leave is accrued in relationship to the length of regular continuous service with the Employer, provided that the Employee is in a pay status at any time during the payroll period when their anniversary date occurs. Universal Leave accrual shall be according to the following schedule:

| Length of Service              | Total Days Per Month | Total Days Per Year |
|--------------------------------|----------------------|---------------------|
| 1 month to less than 6 years   | 2.00                 | 24                  |
| 6 years to less than 11 years  | 2.25                 | 27                  |
| 11 years to less than 14 years | 2.50                 | 30                  |
| 14 years to less than 19 years | 2.75                 | 33                  |
| 19 years or more               | 3.00                 | 36                  |

***Section 2: Maximum Accumulation***

There will be a 120-day (900 hours) cap on the accrual of Universal Leave. Employees currently over the maximum amount of days shall be grandfathered in for 2019 and shall not carry more than the allotted hours into the new fiscal year. Unused Universal Leave will be paid day-for-day at the time of termination or retirement unless there is bona fide indebtedness to the Employer.

***Section 3: Universal Leave Usage***

Universal Leave is subject to supervisory approval, but may not be unreasonably denied. Universal Leave may be used for any reason (vacation, personal, sick, or bereavement) and must



be requested at least one (1) working day (24 hours) in advance whenever possible.

“Emergency Use” of Universal Leave (not previously approved) may be subject to verification or denied if a pattern of abuse develops.

#### ***Section 4: Leave Abuse***

The Employer is responsible for assuring that Employees do not abuse leave. The abuse of Universal Leave will be cause for the denial of Universal Leave and/or disciplinary action. Discipline will be appropriate for an Employee who has eight (8) occurrences of lateness, eight

(8) Occurrences of Universal Leave Days that were not requested and approved at least twenty- four (24) hours in advance, or a combination of eight (8) occurrences of lateness and un- requested Universal Leave days during any twelve (12) month period. Previously approved use of Universal Leave time shall not be considered as time abuse. Discipline, except in the case of clearly flagrant abuse, shall be in writing.

Employees shall not be denied use of Universal Leave for illness or emergency purpose, unless appropriate prior warning has been given. This warning, except in the case of clearly flagrant abuse, shall be in writing to the Employee and may be only after the Employee has used eight (8) occurrences of lateness or Universal Leave Days usage during any twelve (12) month period or a combination of eight (8) occurrences of lateness or Universal Leave days that were not requested and approved in advance.

Emergency departures from work which are due to illness shall not count as an occurrence if the employee is immediately seen by a medical provider and provides documentation upon his/her return to work. Emergency departures will begin to count toward occurrences after the second “emergency departure” within a 12-month period.

#### ***Section 5: Leave Usage Increments***

Universal Leave may be taken in increments of no less than fifteen (15) minutes.

#### ***Section 6: Employer Cancellation of Approved Leave***

An Employee who has been granted approved Universal Leave and who is subsequently required by the Employer to reschedule their plans will be reimbursed for the cost of any reservations they had made subsequent to approval of their Universal Leave, provided proof of such costs is furnished to the Employer.

#### ***Section 7: Conflicting Leave Requests***

In the event of conflicting Universal Leave requests by bargaining unit members, where more Employees than the minimum required to complete necessary work functions of a department, shop, etc., have requested the same time off, those making the earliest request shall be granted the time off. In the event that requests are made at the same time,

conflicting requests shall be resolved on the basis of seniority.





***Section 8: Universal Leave or Holiday***

Pay for all Universal Leave or Holidays will be paid at the Employee's regular base rate of pay except for those Employees regularly assigned to a Night Shift as defined in Article 15 (Hours of Work). Employees regularly assigned to a Night Shift will receive the designated shift premium added to the base rate.

***Section 9: Holidays Falling Wit/in Approved Universal Leave***

Any holiday, as defined in this Agreement, that falls on or between the first and last day of an Employee's scheduled approved use of Universal Leave time will not be counted as a day of Universal Leave used.

***Section 10: Leave On Early Closing Days***

An Employee on Universal Leave on the day of an early closing, or late opening, will be charged for the full leave day they would have been charged if the early closing or late opening had not occurred.

***Section 11: Leave Conversion in December***

Employees will be permitted to convert up to five (5) days Universal Leave during December as long as their Universal Leave balance prior to conversion remains at least thirty-five (35) days, or up to ten (10) days if the balance prior to conversion is at least one hundred (100) days. Payment for converted Universal Leave days shall be made no later than the last workday prior to December 25th.

**ARTICLE 12: OTHER LEAVE**

***Section 1: Court Leave***

An Employee, who is required to serve as a juror in court, is allowed the time needed for such service without charge to his/her Universal Leave and is paid his/her regular salary.

The Employee summoned, as a juror shall notify his/her supervisor immediately, by memorandum, attaching a copy of his/her summons. An Employee who reports for jury duty and is dismissed, or if court is cancelled, is expected to report for the rest of the working day to his/her normal place of work.

An Employee subpoenaed as a witness (not as a plaintiff or as a defendant) in a court proceeding shall be granted Court Leave in accordance with the same provisions applicable for an Employee called as a juror.

## ***Section 2: Job Injury Leave***

Job Injury Leave is granted to an Employee beginning with the first workday of absence caused by an occupational injury or illness incurred in the course of employment. Injury or illness resulting in absence charged to Job Injury Leave is subject to medical authorization solely by the Employer's physician(s). Failure of an Employee to get such authorization will result in HABC contesting the Worker's Compensation Benefits until such authorization is obtained and may not be retroactive unless deemed so by the Employer's physician. The Employee will receive legally required Worker's Compensation Benefits in accordance with Worker's Compensation Laws of the State of Maryland.

Eligible Employees may elect to augment these benefits and to retain active pay status by charging accumulated Universal Leave at the rate of two (2) hours for each full day of absence.

Lump Sum Workers' Compensation full or permanent partial disability awards are not deducted from salary payments.

## ***Section 3: Civil Defense Leave***

An Employee who is an accredited volunteer of a Civil Defense Organization may be granted permission by the Executive Director to participate in Civil Defense Pre-Emergency Programs and test exercises during working hours without loss of pay or Universal Leave, subject to the following conditions:

- a) A request for such leave must be made in each instance in writing to the Executive Director by the official charged with the responsibility for the Civil Defense Program of Baltimore City.
- b) The total amount of time for which Civil Defense leave may be granted to an Employee for the purpose outlined above will not exceed thirty-seven and one-half (37.5) hours in any calendar year.

## ***Section 4: Union Conventions, Conferences, and Training***

Union Members will be allowed to attend Union conventions and conferences provided the Union request for attendance is made in writing at least five (5) working days in advance and the Chief Human Resources Officer approves the request. An Employee will be allowed no more than seven (7) days per year of Official Leave with pay for Union Conventions and Conferences.

Employees may also be granted Official Leave with pay for Union training initiatives provided the Union request for attendance is made in writing at least five (5) working days in advance and the Chief Human Resources Officer approves the request. Local 2979 may utilize no more than ten (10) days per year of Official Leave with pay for Union Training.

## ***Section 5: Bereavement Leave***

Employees are allowed up to three (3) consecutive days off from their regularly scheduled duty with regular pay in the event of the death of the employee's: Spouse, Domestic Partner, Child, Stepchild, Parent, Stepparent, Father-In-Law, Mother-In-Law, Sibling, Stepsibling, or an Adult that stood in \*Loco Parentis to the employee during childhood.

\*In loco parentis refers to a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child.

Employees are allowed one (1) day off from their regularly scheduled duty with regular pay in the event of the death of the employee's: Brother-In-Law, Sister-In-Law, Uncle, Aunt, Grandparent, Grandchild, or Spouse's Grandparent.

## **ARTICLE 13: MILITARY FURLOUGH**

### ***Section 1: Military Furlough, Defined***

Military Furlough is the placement of an Employee in a non-pay and non-work status, while the Employee is on active military service. An Employee is placed on Military Furlough when they enter active service in the Armed Forces of the United States, the U.S. Coast Guard, or the Public Health Service during any period in which persons are liable for involuntary induction into the armed services or during initial voluntary enlistment periods according to Federal Regulations.

The Employer agrees to follow the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. If further amendments are made, the Employer will also abide by them.

### ***Section 2: Leave Cash-out Option***

Employees who are called for active military service shall be paid for all accrued Universal Leave at that date. The Employee, at their discretion, may elect not to be paid for Universal Leave but to leave it to their credit for use upon returning to employment.

## **ARTICLE 14: LEAVE OF ABSENCE**

### ***Section 1: Application or Leave of Absence***

Any Employee who has completed one (1) year of continuous service and covered by this Agreement, upon an application in writing, including an explanation with documentation and with the approval from the Employer, may be granted a leave of absence without pay not to exceed six (6) months for the following reasons:

1. Educational purposes, related to the Employee's employment
2. Election or appointment as an elected official of a recognized bargaining unit.

Such leave shall not be unreasonably denied provided the needs of the Employer are met; however, the Employee may be permanently replaced and may be considered for reemployment at the discretion of the Employer. Employees not retained are encouraged to review the HABC Job line, printed advertisements, and Web site to look for jobs for which they qualify. Employees not retained are encouraged to apply for any jobs for which they feel qualified. Those Employees recalled to regular positions within twelve (12) months of the beginning of their leave of absence shall experience no break in the Employee's service, and if reinstated to a position in the same grade, shall receive his/her last rate of pay.

***Section 2: Leave of Absence in Excess of Thirty (30) Days***

An Employee on Leave of Absence without Pay in excess of thirty (30) calendar days shall not lose any accrued leave or seniority but shall not continue to accrue any leave or seniority except for any Employee who is on a leave of absence without pay for military service. Those on military leave will continue to accrue seniority.

Except for reasons covered by the Family and Medical Leave Act, an Employee whose leave of absence or non-pay status exceeds thirty (30) calendar days may be permanently replaced and may be considered for re-employment solely at the discretion of the Employer.

**ARTICLE 15: HOURS OF WORK**

***Section 1: Work Day Defined***

The regular workday for most Employees shall consist of a shift of eight (8) consecutive hours within a twenty-four (24) hour period commencing at a time designated by the Employer. This eight (8) hour shift shall include a thirty (30) minute unpaid lunch period, and rest period provided for in this Article.

***Section 2: Work Week Defined***

The normal workweek for most Employees shall consist of five (5) consecutive eight-hour days within the seven (7) day workweek as defined by the Employer.

***Section 3: Work Schedule Changes***

Except for emergency situations, work schedules will not be changed without five (5) working days prior notice to the Employees affected.

The Employer will not use the changing of work schedules as a device for avoiding payment of overtime.

***Section 4: Lunch Period***

Employees will be granted a sixty (60)-minute lunch period during each workday. Thirty (30) minutes of the lunch period will be paid and thirty (30)-minutes will be unpaid. Whenever possible, the lunch period shall be scheduled at the middle of each workday. A ten (10) minute paid break will be scheduled in the middle of the second half of the workday.

### ***Section 5: Work Schedule Posting***

Work schedules showing the Employee's workday and workweek shall be communicated to the affected Employees.

### ***Section 6: Evening & Night Shift Differential***

Employees regularly assigned to Evening or Night Shift work shall be paid thirty-five cents (\$0.35) per hour above the established rates of their classifications for each hour worked on a shift that commences between the hours of 3:00 p.m. and 5:00 a.m. Regular assignment to a Night Shift is to be considered as working three (3) days or more per week for a period of at least thirty (30) consecutive days on a bona fide Evening or Night Shift. The premium will not be paid for work compensated at an overtime rate.

### ***Section 7: Call-in Pay***

Non-Exempt employees called in to work outside their regular shift or regularly scheduled workweek shall receive pay for time actually worked but will receive no less than three (3) hours at the rate of pay applicable in accordance with the overtime provision of this Agreement.

If an Employee is called to work prior to, but annexed consecutively to his/her shift, the above noted provision shall not apply.

Exempt employees that are called after scheduled work hours shall receive a minimum of thirty (30) minutes of compensatory time for each call received dealing with or resolving work issues.

## **ARTICLE 16: OVERTIME**

### ***Section 1: Overtime Rate***

Any overtime work must be worked in units of fifteen (15) minutes in order to be compensable. Exempt employees shall be compensated in the form of compensatory time. Non-Exempt employees shall be compensated for overtime work as follows:

- I. Non-Exempt Employees
  - a. Employees will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for time they are required to work in excess of thirty-seven and one-half (37 1/2) hours in a workweek.
  - a) Employees will be compensated at the rate of two (2) times their regular rate of pay for the time they are required to work on the seventh (7th) consecutive day of their normal workweek.
  - b) All leave with pay shall be considered time worked in the computation of overtime for Local 2979.
- II. Exempt Employees

- a. **Employees shall be compensated in the form of compensatory time at the rate time and one half. Use of compensatory hours shall be allowed in increments of thirty-seven and one-half (37 1/2) hours per pay period.**





***Section 2: Overtime Distribution***

The Employer agrees to make reasonable efforts to see that overtime work is distributed equitably among the Employees working within the same job classification and work location. Employees from other locations can be requested when the needs of HABC cannot be met with current staff at that location.

***Section 3: Overtime (Not Mandatory)***

Employees will not be forced to work overtime against their expressed desires as long as other qualified Employees, who are willing to work, can reasonably meet the full requirements.

***Section 4: Overtime by Supervisory Personnel***

The Employer agrees to make a reasonable effort not to assign supervisory personnel to perform overtime work of unit personnel in order to avoid payment of overtime to unit members.

**ARTICLE 17: MEAL ALLOWANCE**

After an Employee has actually worked an eight (8) hour shift, and the Employee is required to work three (3) or more additional hours, the Employee shall receive up to a maximum of \$8.50 meal allowance. Requests for the meal allowance must be made on Form No. n68 Local Travel and Meal Expense Voucher accompanied by appropriate receipts and submitted to the supervisor on or before the fifth (5th) day of the month.

**ARTICLE 18: LAYOFF**

In the event of a reduction in force, those laid off in affected classifications will be laid off in inverse order of continuous length of service (least senior first) with the Employer. Those laid off will have the right to bump employees in the same or lower graded classifications with the provision that bumping can only occur within the same local bargaining unit, division, and department, provided they are qualified and able to perform the job, and further provided that they have greater continuous

service with the Employer than the person(s) in the same or lower graded classifications. Those Employees bumping down will receive the rate of pay for the new lower classification. If laid-off Employees are recalled within twelve (12) months, they shall retain their seniority, but if laid-off for more than twelve (12) months they will not retain their former seniority and will be considered a new Employee.

## **ARTICLE 19: HEALTH AND SAFETY**

The Employer shall maintain a safe and secure workplace for the protection of all employees. The Employer agrees to make reasonable efforts to provide safe and healthful working conditions in the various places where work is performed.

The Employer and the Union shall cooperate in the enforcement of safety practices. Should an Employee feel that their work requires them to be in unsafe or unhealthy situations, the matter shall be brought to the attention of their immediate supervisor.

If not resolved, the Safety Officer should be contacted. If the matter is not adjusted satisfactorily, it will be processed according to the Grievance Procedure.

The Employer may mandate Employees to obtain appropriate inoculations or communicable diseases where exposure to the disease was in the course of employment and where inoculation is in response to a public health emergency or crisis. Employees may be exempt from inoculations (or vaccines) with a medical or religious reasonable accommodation.

The Employer has a legitimate interest in ensuring the safety and welfare of its Employees who work alone. HABC agrees to implement training for Employees who are required to work alone. HABC will continue to implement security and safety measures for the protection of Employees. A continuous review of safety measures shall be the joint responsibility of the HABC and the Union.

## **ARTICLE 20: PROTECTIVE CLOTHING**

### ***Section 1: Protective Clothing***

The Employer will furnish each Employee, where necessary, protective clothing, rain gear, and gloves or any protective gear required under existing OSHA/MOSHA regulations without cost to the Employee and maintained in proper condition by the Employer. The Employer agrees to maintain, where appropriate, safe and sanitary locker rooms and lavatory facilities.



## ***Section 2: Safety Shoes***

Maintenance Employees are required to wear Safety Shoes during working hours. The Employer will provide, at no cost to the Employee, a selection of safety shoes through the Employer's vendor. The Employee, however, may purchase approved safety shoes (Oxfords, 6" boots, and 8" boots) elsewhere and be reimbursed up to one hundred and fifty (\$150.00) dollars by the Employer. Any Employee requiring special fit not available through the Employer's vendor will receive full reimbursement for such shoes. Reimbursement will be processed for replacement shoes when the Employee has turned in the shoes that require replacement and a properly documented receipt for the new shoes they purchased to the Human Resources Division.

The Employer will approve higher costs for Employees from Local 2979 on an individual basis.

## **ARTICLE 21: UNIFORMS**

The Employer will furnish at no cost to the Employees in the Painting Crew three (3) sets of overalls and two (2) sets of coveralls annually to members of the Central Maintenance Plastering, Landscape, Board-up and Dump Truck, and Carpentry (overall) crews. Coveralls (overalls) must be worn and maintained by the Employees. Furthermore, the Employer will furnish and maintain coveralls for those resurfacing roofs, cleaning boilers or other enclosed vessels, and those in the Paving and Drainage crews assigned to cleaning catch basins.

The Employer will provide uniforms for other classifications, as required by HABC's Policy and Operating Orders on Uniforms.

## **ARTICLE 22: VISITATION**

Officers or accredited representatives of the Union who are not Employees of the Employer shall upon request, and after approval by the Chief Human Resources Officer, be admitted to the property of the Employer during working hours only for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances.

## **ARTICLE 23: WAGE RATE-JOB TITLES-PROMOTIONS**

### ***Section 1: Wage Rates***

#### ***A. Increases***

- a. Supervising Technicians shall receive a pay increase of 10% added to their base pay effective the first pay period in January 2022.***
- b. Employees in Local 2979 shall receive an incremental increase equal to 3.0% effective the first full pay in January 2022.***
- c. Employees in Local 2979 shall receive an incremental increase equal 2.5% effective the first full pay in January 2023.***
- d. Employees in Local 2979 shall receive an incremental increase equal 2.5% effective the first full pay in January 2024.***

#### ***B. General Provisions***

- a) The classifications, grades, and salary schedule for Employees covered by this Agreement are as described in the attached Appendix.**

- b) All Employees who applied and are placed on a promotional eligibility list will be notified, in writing, as to their status.
- c) The Employer agrees to furnish the Union the classifications, rates of pay, and job descriptions of all classifications covered by this Agreement.

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- d) The Employer will provide the Union with the process and/or method used in determining Titles and Grades.
- e) The Employer agrees to provide the Union with a copy of the job description for any new job to be established or any existing job to be reclassified or altered, within thirty (30) days prior to the respective creation or alteration of such jobs provided such jobs are to perform duties similar to those being performed by unit personnel.
- t) The Employer will attempt to fill all existing vacancies where Employees are serving in an out-of-title capacity in a timely manner. All out-of-title work performed shall be considered during the qualification process.
- g) The Employer agrees to furnish the Union copies of all open and promotional announcements.
- h) When vacancies within the unit are filled by promotion, the Employer agrees to recognize seniority as the deciding factor when all other factors are equal, as determined by the Employer.
- i) Out-of-Title

Employees assigned to perform the duties and responsibilities of a higher classification for a period in excess of two (2) consecutive workdays shall be paid the higher rate for such services commencing on the third (3rd) working day in accordance with provisions set forth in the HABC Policy. This rate shall also apply for all forms of paid leave in circumstances where the Employee has received out-of-title pay on both the day preceding and the day following the paid leave day(s).







## **ARTICLE 24: LEGAL RESPONSIBILITY**

The Employer agrees to indemnify and hold harmless Employees covered under this Agreement against any claims, which may arise in the course of carrying out their duties in an appropriate manner.

## **ARTICLE 25: CONTRACTING OF WORK**

During the term of this Agreement, the Employer agrees to discuss with the Union any plan to contract work, which would directly result in a reduction in force at least three (3) months prior to its implementation.

## **ARTICLE 26: DISCIPLINE, DISCHARGE, AND REINSTATEMENT**

### ***Section 1: Discipline***

Disciplinary action or measures shall, as a matter of general policy, be taken in private. The Employer may impose progressive discipline for less serious violations of rules and policies to include only the following:

1. Verbal Warning(not written)
2. 1st Written Warning
3. 2nd Written Warning
4. Suspension without pay
5. Discharge

However, the Employer reserves the right to impose more drastic disciplinary action including suspension without pay or immediate discharge if the violation of rules and policies warrants.

Any disciplinary action or measure imposed upon an Employee is subject to the Grievance Procedure.

### ***Section 1b: Third Party Investigator***

The Employer may need to employ the services of a Third-Party Investigator to assist with resolving disciplinary matters. The Employer agrees to notify the Union President when the determination is made to use a Third-Party Investigator.

### ***Section 2: Discharge***

An Employee shall not be discharged without just cause. At least twenty-four (24) hours before discharge, the Employer shall give the Employee and his/her Shop Steward written notice of the intent to discharge the Employee. The notice shall state the cause of such discharge. The Employer may place an Employee on Leave without Pay for a period not to exceed ten (10) calendar days, during which a determination will be made as to his/her discharge. The provisions of this Article shall not apply to an Employee discharged during his/her probationary period.

Unreported absences of three (3) consecutive workdays will be cause for automatic discharge.



If, within a reasonable time (not more than fifteen (15) working days thereafter), a justification for the unreported absence, which is documented and acceptable to the Employer, is furnished, the Employee may be reinstated. Except for reasons covered by the Family and Medical Leave Act, an Employee in a non-pay status in excess of thirty (30) calendar days may be replaced.

***Section 3: Reinstatement***

Should it be determined unilaterally by the Employer or as a result of findings developed in the Grievance Procedure, including arbitration, that an Employee has been unjustly suspended or discharged, he/she shall be reinstated with or without back pay or any portion thereof, as shall be deemed appropriate.

***Section 4: Reference to Disciplinary Action***

Verbal warnings and 1st written warnings placed in an Employee's personnel folder shall not be referred to provide the Employee has had satisfactory job performance for a period of eighteen (18) months from the date of the recorded incident, and there have been no subsequent disciplinary actions recorded during that eighteen (18) month period.

Second (2nd) written warnings and suspensions shall not be referred to provide the Employee has had satisfactory job performance for a period of twenty-four (24) months from the date of the recorded incident, and there have been no subsequent disciplinary actions recorded during that twenty-four (24) month period.

The Office of Human Resources shall make available any disciplinary correspondence, provided the Union President or Shop Steward presents a written authorization from the Employee.

***Section 5: Transfers***

Transfers shall not be used as a disciplinary measure.

**ARTICLE 27: PERSONNEL POLICY**

Any matter relating to employment, working conditions, benefits, etc., not specifically treated in this Agreement will be handled according to or governed by the Personnel Policy of the Employer as duly established.

No executive order from the Mayor of the City of Baltimore, the Executive Director of the Housing Authority, or any other Administrative Officer, shall supersede the items covered under this Agreement.

## ARTICLE 28: HEALTH AND WELFARE

### *Section 1: Coverage*

The Employer agrees to provide Health and Welfare benefits during the term of this Agreement, which may include an indemnity plan, a preferred provider network, a point of service plan, an HMO, or a combination of such plans.

| Employee<br><u>Portion</u> | HABC<br><u>Portion</u> |
|----------------------------|------------------------|
| 20%                        | 80%                    |

In the event of a lay-off, the Employer shall continue to pay its share of the health insurance premium for the laid-off Employee(s) for a period not to exceed thirty (30) days, provided the affected Employee(s) pays their contribution for said coverage.

### *Section 2: Comparable Plans*

The Employer shall provide comparable health insurance, disability and retirement benefit plans, with the same or improved benefits, to those offered through June 30, 2013 throughout the term of this Agreement. Whenever the Employer considers a change from a "current" plan to a "comparable" plan under this Article, it shall first provide to the Union, at least sixty (60) days before any change is to occur, a complete description of the suggested new plan and its benefits and any changes or differences that are expected. The word "comparable" when used herein shall mean substantially the same, but not identical, benefits, coverage and means of access to benefits, so that the value received by the participants before and after the change is equivalent.

### *Section 3: Disability Policy*

An Employer-paid disability insurance policy will be provided. The policy will provide Employees disabled due to non-occupational illnesses or injuries approximately two-thirds (2/3) of their gross pay.

## ARTICLE 29: TRAINING/TUITION

The Employer agrees to cooperate with the Union in the development of Training Programs that will enhance Employee performance and promotional opportunities. Such proposals will be submitted to the Executive Director of HABC for approval.

Tuition Assistance will be approved for job-related courses in accordance with the HABC Manual of Personnel Policy and Procedure.

### **ARTICLE 30: CHAIN OF COMMAND**

The Union will be given an Organizational Chart, upon request.

### **ARTICLE 31: PENSION PLAN/RETIREMENT**

The Employer shall provide a pension and retirement plan. Information concerning benefits shall be provided through the Human Resources Division.

### **ARTICLE 32: PENSION REPRESENTATIVE**

The Employer agrees to permit Local 2979 to have a representative on the HABC Pension Committee, in accordance with the police and procedures or the Pension Plan Document.

### **ARTICLE 33: MILEAGE REIMBURSEMENT**

Employees that use their personal vehicles for agency business shall be reimbursed for mileage. Mileage reimbursement shall be consistent with the business standard mileage rate as prescribed by the Internal Revenue Service (IRS).

### **ARTICLE 34: PERFORMANCE EVALUATION**

Whenever an overall unsatisfactory performance evaluation is given, the Employee will be provided with a full explanation by the rating supervisor and may request the presence of his/her Shop Steward, Union President, or other Union Representative.

### **ARTICLE 35: TERMINATION, CHANGE, OR AMENDMENT**

This Agreement shall be effective on January 01, 2022 and remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of the desire to terminate, modify, or amend the Agreement.

Such notice shall be given to the other party by registered mail at least sixty (60) days prior to December 31, 2024, or the year involved. *Such notice shall be given in writing by mail and/or email, with copies to the Local Union President of 2979, Executive Director and the Senior Vice President of Human Resources of the Housing Authority for Baltimore City.*

***APPENDIX***

**LOCAL 2979 - EXCLUSIVE PROVISIONS**

***Temporary Assignments***

The Union will be notified of all temporary assignments related to all Classifications under the Appendix, "Classifications and Grades." No Employees will work beyond a ninety (90) day period without prior notice to the affected Employees and their Union President for agreement.

***Agency Vehicle Usage***

With the approval of management, Maintenance Superintendents may take an HABC vehicle home for the purpose of responding to work-related matters.



*APPENDIX A-1*

**LOCAL 2979 - CLASSIFICATIONS AND GRADES**

| <b>Grade</b> | <b>Job Title Description</b>           | <b>New Hire</b> | <b>FY 22<br/>3%</b> | <b>FY 23<br/>2.50%</b> | <b>FY 24<br/>2.50%</b> |
|--------------|--|-----------------|---------------------|------------------------|------------------------|
| <b>1</b>     | Supervising Technician                 | \$29.18         | \$30.06             | \$30.81                | \$31.58                |
|              | Supervising Technician- Fleet          | \$29.18         | \$30.06             | \$30.81                | \$31.58                |
|              | Supervising Technician- Inspections    | \$29.18         | \$30.06             | \$30.81                | \$31.58                |
| <b>2</b>     | Supervising Technician- Electrical     | \$32.10         | \$33.07             | \$33.90                | \$34.74                |
| <b>3</b>     | Supervising Technician -Heating Plants | \$33.86         | \$34.88             | \$35.75                | \$36.64                |
| <b>4</b>     | Superintendent                         | \$63,046        | \$64,937            | \$66,561               | \$68,225               |
|              | Superintendent-- Extermination         | \$63,046        | \$64,937            | \$66,561               | \$68,225               |





**HOUSING  
AUTHORITY of  
BALTIMORE CITY**

**AFSCME LOCAL 2979**

In Witness hereof, the parties hereto have set their hands and sealed on the 10<sup>th</sup> day of January 2022:

**FOR THE UNION BY:**

*Ryan Byers*  
Ryan Byers, President

*James Young*  
James Young, Secretary, Treasurer

*Marvin Jones*  
Marvin Jones, Executive Board

*Gerald Burnside*  
Gerald Burnside, Executive Board

*George F. Gisin*  
George Gisin, Chief Negotiator

**FOR HABC BY:**

*Janet Abrahams*  
Janet Abrahams, Chief Executive Officer

*Kimberly Graham*  
Kimberly Graham, SVP of HR

*Monica Watkins*  
Monica Watkins, Chief Operating Officer

*Julia Sanders*  
Julia Sanders, Senior Manager of HR

*Lakeisha Brown*  
Lakeisha Brown, Manager of HR