

MEMORANDUM OF UNDERSTANDING

between the

CITY OF BALTIMORE



and the

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

AFL-CIO, COUNCIL 67 & LOCAL 558

COMMUNITY HEALTH NURSES

and

NURSE PRACTITIONERS

Fiscal Year 2017

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AND NURSE PRACTITIONERS

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AND NURSE PRACTITIONERS**

Fiscal Year 2017

This Memorandum of Understanding entered into as of the 1st day of July 1, 2016, between the Mayor and City Council of Baltimore ("Employer" or "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, Local 558 ("Union"). To the extent that implementation of these points requires action by the City Council and/or the Board of Estimates, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE 1

Declaration of Principle, Policies, and Purpose

Sec. 1.1 - Intent

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operation of the City of Baltimore. In order to render the most efficient public service to its citizens, the Union and Employer agree that those goals can best be achieved through an orderly, constructive, and harmonious relationship between them. The parties hereto are in further accord that effective employee/management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following Memorandum of Understanding.

Sec. 1.2 - Usage of Feminine Pronoun

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

ARTICLE 2

Recognition

Sec. 2.1 - Recognition

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

Sec. 2.2 - Unit List

The Employer agrees to furnish the Union on a monthly basis a complete list of titles, work location and rates of pay for all classes within the Union's jurisdiction.

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

ARTICLE 3

Check Off

Sec. 3.1 - Dues and Service Fee Check Off

(a) The Employer agrees to deduct Union dues from the pay of any employee whom the Union is certified to represent, and who authorizes such deduction in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all

such monies withheld to the Union on a monthly basis. Such authorization shall be continued from year to year unless revoked in writing prior to the employee's anniversary date.

(b) The Employer agrees to deduct Union service fees from the pay of any employee who is certified to be represented, is not a member of the Local Union and not excused from the payment of service fees pursuant to the pertinent provisions of the Municipal Employees Relations Ordinance.

Any procedures used by the Union to charge fees to any employee for these purposes shall be in compliance with the rules set forth in the Supreme Court's decision in Chicago Teachers Union, Local No. 1 v. Hudson, 475 U.S. 292 (1986), and other relevant federal and state court decisions.

Sec 3.2 - Service Fees

All employees covered by this Memorandum of Understanding (a) who are employed after July 1, 1976 and elect not to join or remain members of the Union, or (b) who were employed prior to July 1, 1976, and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an Impasse Panel or arbitrators, in the processing of grievances, in the conduct of disciplinary proceedings and in the appeal thereof, in the protection and improvement of Civil Service rights, in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

Sec. 3.3 - P.E.O.P.L.E. Deduction

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

Sec. 3.4 - Hold Harmless

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

ARTICLE 4
Discrimination

Sec. 4.1 - Discrimination Prohibited

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

Sec. 4.2 - Rights Guaranteed

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

Sec. 4.3 - Americans with Disabilities Act (ADA)

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

ARTICLE 5
Management Rights

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

ARTICLE 6
Grievance and Arbitration Procedure

Sec. 6.1 - Grievance Defined

Subject to any limitations of existing law, any grievance defined in the Municipal Employee Relations Ordinance Section 1-1(g) as a dispute concerning the application or interpretation of

the terms of this Agreement or a claimed violation, misinterpretation of misapplication of the rules or regulations of any municipal agency or the Employer affecting the terms and conditions of employment, may be settled in the following manner:

Step 1: Immediate Supervisor

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

Step 2: Written Appeal

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's next higher supervisor on a form to be provided by the Employer and approved by the Union within five (5) calendar days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with a Union Representative and the aggrieved employee within five (5) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee and the Union representative(s) present at the hearing in writing on the said form within five (5) calendar days thereafter.

Step 3: Labor Commissioner

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Department Head or her designee within five (5) calendar days following the completion of Step 2. Within five (5) calendar days of such an appeal, the Department Head or Management representative designated by her and the Labor Commissioner meet with the Union Representative and the aggrieved employee to discuss the grievance. The Labor Commissioner shall respond in writing on the said form within ten (10) calendar days thereafter.

Step 4: Final & Binding Arbitration

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

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

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

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

(d) The fee charged by any arbitrator for proceedings under this Agreement shall be equally divided between the Employer and the Union. The cost of expert witnesses or materials in preparation for, or used during, the arbitration proceeding shall be borne by the party presenting said witness or material.

(e) Any award issued by an arbitrator shall be final and binding on the Union, the Mayor and City Council, the agency and the employee(s) aggrieved.

Sec. 6.2 - Time Limits

(a) Time limits under this Article may be changed by mutual agreement.

(b) If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step?

(c) In computing the time limits under this Article, the date the answer is received at the preceding step shall be counted.

Sec. 6.3 - Suspension and Reduction in Pay

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

(b) The rights of any employee who, on or after July 2, 2007, is discharged, reduced in pay or position or suspended for more than thirty (30) days shall be as prescribed in Article VII, Section 100 of the Baltimore City Charter (2006), as amended by City Council Resolution 06-017 (ratified November 7, 2006) and in Article 10, Paragraph 10.2. b of this Memorandum.

(c) Any employee, who is disciplined, including suspensions for less than 31 days, shall be permitted to grieve such discipline. The Union may advance the employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate. The issue presented which may be decided by an arbitrator, shall be whether, consistent with Baltimore City Code

(2000), Article 12, Section 3-2(3) (i), the discipline was for just cause, and, if not, what shall be the remedy.

Sec. 6.4 - Representation

- (a) **Representative of Choice:** At any step of this procedure, the aggrieved shall be entitled to the representative of choice.
- (b) **Union Representation:** In the presentation of grievances, representation of aggrieved employees by Union representatives shall be permitted at each step.
- (c) **Grievance Processing - Time Off With Pay:** A recognized and accredited representative of the Union shall be granted reasonable time off without loss of pay during working hours, where practical, where the representative is engaged in processing a grievance under Article 6 of the Memorandum of Understanding. The aggrieved shall be granted reasonable time off during work hours without loss of pay while she is engaged in processing the grievance.

ARTICLE 7 *Holidays*

Sec. 7.1 - Holidays and Holiday Pay

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

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

- (b) **Holidays Falling on Weekends:** If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.
- (c) **Holiday Pay Eligibility:** To be eligible for holiday pay an employee must be in pay status at least one (1) day in the payroll period in which the holiday occurs.

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

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

Sec. 7.2 - Holiday Exchange Provision

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

Sec. 7.3 - Voting Time

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

ARTICLE 8 *Leaves*

Sec. 8.1 - Vacation Leave & Accrual

(a) **Vacation Leave** for employees covered by this Memorandum of Understanding is accrued in relationship to the length of continuous service with the Employer as follows:

(1) Employees with less than six (6) years of service shall earn vacation leave of one (1) working day for each month of completed service or a total of twelve (12) days per year.

(2) Employees who have more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1¼) working days for each month of completed service or a total of fifteen (15) days per year.

(3) Employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1½) working days for each month of completed service or a total of eighteen (18) days per year.

(4) Employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1¾)

working days for each month of completed service or a total of twenty-one (21) days per year.

(5) Employees who have completed nineteen (19) or more years of continuous service shall earn vacation leave of two (2) working days for each month of completed service or a total of twenty-four (24) days per year.

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

Sec. 8.2 - Vacation Requests and Usage

(a) Vacation may be taken by employees entitled thereto subject to the approval of their supervisor which will not be unreasonably withheld. Request for vacation on Agency Form, "Vacation Request", shall be completed by the employee and submitted to the supervisor at least one (1) week prior to the requested commencing date, if the leave is to extend to one (1) week or more. Except in cases of emergency, request for leave of less than one (1) week is to be submitted one (1) full working day prior to the expected start of the leave. While every effort shall be made to meet the desires of employees in requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations, and vacation shall be resolved on the basis of seniority. For the purpose of this Section, seniority shall be defined as the total length of service as a Community Health Nurse or Nurse Practitioner in the Baltimore City Health Department.

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

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

(d) Holidays During Vacation Period: Any holiday as defined in this Memorandum which falls within an employee's scheduled vacation shall not be counted as a day of vacation leave.

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

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

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

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

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

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

The legal heirs of a deceased employee shall be granted, in addition to the employee's accrued vacation, a bonus equivalent to the amount of vacation to which they would have been entitled for twelve (12) months of service provided, however, that if the employee within six (6) months immediately prior to the date of death, had been granted extended sick leave in excess of the bonus entitlement, bonus leave shall not be approved. Payment for vacation and bonus leave shall be made to those entitled by law to inherit from the deceased employee.

Sec. 8.4 - Payment for Vacation on Retirement and Resignation

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

Sec. 8.5 - Vacation Accrual - Part Time Employees

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

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

(b) Part-time permanent employees who have completed more than six (6) but less than eleven (11) years of continuous service shall earn vacation leave of one and one-quarter (1¼) working days for each one hundred sixty (160) hours worked.

(c) Part-time permanent employees who have completed more than eleven (11) but less than fourteen (14) years of continuous service shall earn vacation leave of one and one-half (1½) working days for each one hundred sixty (160) hours worked.

(d) Part-time permanent employees who have completed more than fourteen (14) but less than nineteen (19) years of continuous service shall earn vacation leave of one and three-quarters (1¾) working days for each one hundred sixty (160) hours worked.

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

Sec. 8.6 - Vacation Day Defined

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

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

Sec. 8.7 - Vacation Leave - Probationary Period

Employees who have not previously served a probationary period earning vacation at the rate of one (1) day per month of completed service shall be entitled to use their accumulation upon the completion of their probationary period of six (6) months. The probationary period shall not interfere with the employee's ability to use sick or personal leave as such leave accumulated, provided, however, that in the event a probationary employee's service is terminated, all earned accumulated leave above referred to shall be forfeited.

Sec. 8.8 - Sick Leave

(a) Sick Leave Accrual: Sick leave with pay shall accrue to full time permanent employees (including probationary) at the rate of one (1) day for each month of completed service, provided that the employee had been in pay status at some time during the payroll period in which her anniversary date occurred. Sick leave shall accrue to part-time permanent employees at the rate of one (1) day for each 160 hours worked. A sick leave day shall be equal to seven and one-third (7 1/3) hours. There shall be no limit on the accumulation of sick leave.

(b) Sick Leave Usage: Accumulated sick leave may be used by employees who are required to be absent from duty because of personal sickness (either physical or mental), or pre- or post-natal disability which is of such a degree that the employee is unable to provide service to the employer. The Employer and the Union recognize that this disability will occur, in most cases, during the period four (4) weeks before delivery and six (6) weeks after delivery.

(c) Return to Position after Childbirth: An employee who is temporarily absent due to reasons described above from her position due to a temporary disability related to maternity and who remains on the payroll in either a "S" or "SX" status due to that continuing disability, and who is not on a leave of absence, shall be allowed to return to her respective position at the end of the disability.

(d) Notification to Employer: An employee requesting sick leave shall notify her supervisor as early as possible on the first day of such absence.

(e) Denial of Sick Leave: Sick leave shall not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

(f) Illness on Holidays: Should a day designated herein as a holiday occur while an employee is absent on sick leave, such a day will be observed as a holiday and will not be charged against sick leave.

(g) Extended Sick Leave: An employee who is unable to return to work after all her accrued sick leave, vacation leave, or personal leave has been exhausted may request extended sick leave with pay. If the Department Head deems such an extension advisable, she may recommend it to the Department of Human Resources. Such request must be accompanied by a medical certificate. No extension, however, may exceed the number of days earned in the basic sick leave plan, namely one (1) day per month of completed service, or one day for each one hundred and sixty (160) hours in the case of part-time employees.

(h) Sick Leave upon Retirement or 20 Years of Service: Employees who retire or leave City service after having accumulated twenty (20) years' service shall be entitled to a bonus of one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of retirement or separation.

(i) Sick Leave Conversion: Employees are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months. The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year. For every four (4) days of sick leave accumulated during that year, an employee may convert one (1) day to cash and retain the remaining three (3) days in her sick leave account. Payment for such converted sick leave shall be made to employees no later than December 24.

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

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

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

Sec. 8.9 - Bereavement Leave

(a) **Eligible Family Members:** Up to four (4) consecutive working days with pay shall be granted upon request in the event of a death in an employee's immediate family. The immediate family shall be considered as: father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, grandparents, grandchildren, step and half-blood relatives. One (1) day's leave of absence with pay will be authorized for the death of aunts and uncles, sister-in-law and brother in-law. This one (1) day's leave of absence with pay must be taken within four (4) calendar days of the date of the death or the day of the funeral of the relative if the funeral occurs more than four (4) days after the date of the death.

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

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

Sec. 8.10 - Job Injury Leave

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

Sec. 8.11 - Civil Defense Leave

Any employee who is an accredited volunteer of the Civil Defense Organization may be granted permission by the head of the department, bureau or other municipal agency in which she is employed to participate in Civil Defense pre-emergency training programs and test exercises during working hours without loss of pay or vacation, subject to the following conditions:

- (a) A request for such permission shall be made in each instance in writing to the appropriate department, bureau or agency by the Civil Defense Director of Baltimore City.
- (b) The total amount of time for which permission may be granted to any employee for the purposes outlined shall not exceed forty (40) hours in any calendar year.

Sec. 8.12 - Military Training Leave

All employees who are members of the organized militia or of the Army, Navy, Air or Marine Reserve shall be entitled to leave of absence from their respective duties, without loss of pay, time or efficiency rating, on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of the United States, during such time as they are on annual inactive duty training, for a period not to exceed fifteen (15) working days in any calendar year; provided, however, if any members of the organized militia are ordered to active duty under authority of the Governor, they shall be entitled to leave of absence without loss of pay, time or efficiency rating for such time while actually serving under such active duty orders, in addition to the fifteen (15) working-day period specified above.

Sec. 8.13 - Jury Service

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

employee shall notify her supervisor immediately by memorandum attaching a copy of the summons. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day.

Sec. 8.14 - Personal Leave

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

(b) On July 1, 2016, three (3) Personal Leave days will be frontloaded for ten month employees and 4 days for 12 month employees. Personal Leave is frontloaded and must be used in the fiscal year it is granted or it will be forfeited.

(c) Usage: Personal leave may be used for any purpose as long as requests are made at least three (3) working days in advance. Personal leave may not be unreasonably denied. Requests for personal leave for a religious holiday must be honored.

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

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

(f) Incremental Usage: Personal leave shall be available for usage in increments a minimum of five (5) minutes.

Sec. 8.15 - President's Leave

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

Sec. 8.16 - Compensatory Time Accrual

Compensatory time may be carried over from year to year.

Sec. 8.17 - Leave Usage Units

Vacation leave, personal leave and sick leave may be taken in increments of at least one-tenth (1/10) of a day.

Sec. 8.18 - Leave of Absence Without Pay

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

(b) No Loss of Leave or Seniority - No Accrual on Unpaid Leave: Prior creditable City service shall not be forfeited if an employee is granted a leave of absence without pay. An employee on a leave of absence without pay for more than thirty (30) calendar days shall not lose any accrued leave or seniority, but shall not continue to accrue any leave or seniority while on such leave of absence.

(c) Leave in Excess of 30 Days: In the event a leave of absence without pay exceeds thirty (30) calendar days, the employee's seniority and increment dates will be delayed one (1) day for each day of the leave of absence, except for any employee who is on leave of absence without pay for military service.

Sec. 8.19 - Union Conferences, Conventions and Trainings

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

Sec. 8.20 - Graduation Leave

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

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

ARTICLE 9 Health and Welfare

Sec. 9.1 – Contributions

A. Through calendar year 2017, the parties recognize and agree to the Transitional Health and Prescription Drug Plan Agreement as agreed by the Union (and other Unions) approved by the Board of Estimates on April 13, 2016, which Agreement is attached to this MOU as Addendum A, along with the attachment labeled Exhibit A..

B. Death and Dismemberment Benefit

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

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

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

Dismemberment benefits shall be as follows:

1. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half (1/2) the amount specified above.

2. For a double dismemberment, the benefit will be equal to the amount specified above. Double dismemberment shall be defined as:

- (i) Both hands or both feet
- (ii) One hand and one foot
- (iii) One hand and the sight of one eye
- (iv) One foot and the sight of one eye
- (v) Sight of both eyes

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

The death benefit, as stated above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following: (1) he is totally disabled and therefore cannot work for the City or any other Employer in an active or limited capacity, (2) his medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within a two (2) year period, (3) the affected employee must apply for an ordinary disability retirement

allowance or a service retirement allowance, if over age 60, to be eligible for the catastrophic illness payment.

The claim must be filed within six (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

C. The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, Local 44 or the employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under (1) Workers' Compensation laws or (2) accidental disability provisions of the Employees' Retirement System. If the decision of the Department of Human Resources is unsatisfactory to Local 44, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members; one member chosen by the City, one member chosen by Local 44, and a third member chosen by both parties to serve as impartial chairman of the Board. The impartial chairman must possess an M.D. degree. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

If the claimant should expire after it has been determined that his illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

Beneficiary

The beneficiary of these benefits will be one of the following:

- (a) The beneficiary designated by the employee to receive retirement system benefits;
or
- (b) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

If the employee so designates a beneficiary, he shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by Employer.

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

E. In the event an employee is on leave without pay for personal illness, the Employer shall continue to pay its share of the cost of his health insurance coverage for a period not to exceed thirty (30) days; provided the affected employee continues to assume his appropriate contribution for said coverage.

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

G. Eligible unmarried dependents shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 26.

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

Sec. 9.2 - Part-time employees

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

Sec. 9.3 – Billing 10-Month Employees

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

Sec 9.4 - Section 125 Plan

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

Sec. 9.5 - Waiver Incentive

(a) The Employer shall remit an annual payment of twenty-five hundred dollars (\$2,500) to be paid bi-weekly to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under the City health care plan. The waiver of coverage applies to medical, dental, vision, and prescription drug programs. Health care coverage cannot be provided by a spouse who receives City benefits. If, after waiving coverage under any City health care plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce or loss of

employment (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City health care plan and consequently relinquish the waiver payment. An employee must notify the City's Employee Benefits Division within thirty (30) days after a qualifying event occurs in order to enroll in a City health care plan. The Employer shall apportion the payment should an employee either enter or leave a City health care plan within a calendar year. Employees must reapply for this benefit each year during the open enrollment period for health benefits.

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

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

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

Sec. 9.7 - Hospital Bill Audit Gainsharing

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

9.8 - Prescription Drugs and Vision Care for Eligible Unmarried Dependents

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

ARTICLE 10 ***Discipline and Discharge***

Sec. 10.1 - Discipline

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

shall be notified that a copy of the disciplinary action will be forwarded to the union president unless the employee notifies the Employer within two (2) workdays of the disciplinary action that a copy should not be sent to the Union. It shall also be explained to the employee that notification of discipline does not constitute a grievance being filed, which must be generated by the Union.

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

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

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

(c) The Employer must impose disciplinary action not later than thirty (30) days after the agency acquires knowledge of the misconduct for which the disciplinary action is imposed; except in those cases where criminal conduct may be involved, or with offenses related to violations of civil statutes, including those governing anti-discrimination and sexual harassment, and in those cases, the Employer must impose disciplinary action no later than thirty (30) days after the investigation is completed.

(d) No employee shall be suspended without pay, even if only pending further investigation without (i) prior written notice of the offense(s) for which the employee may be charged; (ii) prior notice to the Union of the same; and (iii) an informal hearing at which management shall

be required to present its evidence and findings to sustain the charge(s) to the extent of a probable cause determination.

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

Sec. 11.1 - No Strike - No Lockout

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

Sec. 11.2 - Unauthorized Strikes

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

Sec. 11.3 - Discipline of Strike Participants

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

ARTICLE 12 ***Hours of Work***

Sec. 12.1 - Hours of Work

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

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

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

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

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

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

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

In either case, the employee must work an entire shift in order to be paid overtime for any portion of the lunch period.

Authorization for overtime payments for interrupted lunch periods not taken must be given by the employee's immediate supervisor or designee in order to be eligible for overtime payment.

ARTICLE 13

Assignments

Sec. 13.1 – Evening and Weekend Assignments

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

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

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

(c) Compensation: One and one-half (1½) hours of compensatory time, or paid time at one and one-half (1½) the computed hourly rate, at the employee's option, shall be paid after twelve (12) minutes for each hour worked in excess of a regularly scheduled shift.

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

Sec. 13.2 – Assignments, Public Health Emergency Response

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

(b) Employees reporting for duty when the City is officially closed due to an emergency or unforeseen circumstance shall be entitled to a payment of fifty dollars (\$50.00) per event. Such payment shall be in addition to the employees' regularly scheduled pay or overtime benefit paid for working during the event.

ARTICLE 14 ***Education***

Sec. 14.1 - Tuition and Book Reimbursement

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

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

Sec. 14.2 - Work Study Program

(a) Eligibility and Leave: two (2) full time staff nurses or supervisors from different programs, with a minimum of two years service as City Health Department nurses (or an equivalent number of staff nurses or supervisors equal to two (2) full time positions) shall be permitted to attend school on agency time. The following guide will apply:

(1) Employees carrying fifteen (15) or more credits will work a maximum of three (3) one-half (½) days per week.

(2) Employees carrying ten (10) to fourteen (14) credits will work five (5) one-half (½) days per week.

(3) Employees carrying six (6) to nine (9) credits will work six (6) one-half (½) days per week.

Sec. 14.3 - Selection Priority

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

(b) For selection purposes credits needed to complete degree shall be considered as a factor.

Sec. 14.4 - Information Available

(a) The Union shall receive copies of the initial work study request.

(b) Upon request of the Local Union President, the Health Department will invite the Local President to review and discuss with the Department applications of Union members for the Work Study Program.

(c) Upon request of the Local President, the Department shall provide a list of individuals selected to participate in the Work Study Program.

Sec. 14.5 - Remain in City Service

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

Sec. 14.6 - Employee Responsibility

The employee will be required to submit proof of satisfactory completion of course work within 45 days of the end of the semester. Failure to submit required proof within the

specified time will require the employee to reimburse the Employer for the time provided for work study. If an administrative oversight occurs which results in a late submission, the employee shall be held harmless.

Sec. 14.7 - Certification

(a) Initial Certification

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

(b) Recertification

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

Sec. 14.8— Master's Degree Differential

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

ARTICLE 15

Longevity

Sec. 15.1 - Increments and Eligibility

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

10 years of continuous City Service - 3%

15 years of continuous City Service – an additional 3%

20 years of continuous City Service – an additional 3%

25 years of continuous City Service – an additional 3%

30 years of continuous City Service – an additional 3%

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

ARTICLE 16
Promotion

Sec. 16.1 - Notification of Vacancies

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

Sec. 16.2 – Notification of New Hires

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

ARTICLE 17
Salary

Sec. 17.1 – Salary FY 2017

1. Wages

(a) Employees shall receive the following across-the-board increases during the term of this MOU:

FY 2017 2.0%

2. The Employer has represented that there shall be no greater percentage increases to base wages or one-time bonuses provided to any other AFSCME locals providing labor to the City for FY 2017. Should that change, Local 558 shall receive an equal percent increase to base wages or an equal one-time bonus for FY 2017 only.

Sec. 17.2 Remuneration Due Date

All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the

employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

ARTICLE 18
Seminars and Workshops

Sec. 18.1 - Eligibility and Funding Available

Nurses who have completed their probationary period shall be entitled to attend a reasonable number of seminars and workshops which contribute to professional growth and service so long as such attendance does not materially interfere with the performance of the Baltimore City Health Department. The Department shall reimburse employees for the costs of attending said seminars and workshops. A fund of six thousand dollars (\$6,000) in Fiscal Year 2013 shall be provided for such purpose, of which at least fifteen hundred dollars (\$1,500) shall be available for the use of the City-wide In-Service Education Committee and the Staff Education Committee for the purpose of paying for films, speakers, printing of the program, educational materials and building rental fees.

Sec. 18.2 - Information on Workshop Participation

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

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

ARTICLE 19
Distribution of Memorandum

The Employer shall prepare and provide to the Union an electronic copy of the final version of the Agreement as noted by the Board of Estimates in a printable format. Each party shall be responsible for printing copies of the Agreement for its constituents at its own expense.

ARTICLE 20
Bulletin Boards

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

ARTICLE 21
Visitation

An officer or accredited representative of the Union shall, upon reasonable request by the Union, be admitted to the property of the Employer during working hours for the purpose of discussing or assisting in the adjustment of grievances under Article 6 of this Agreement, provided there is no interference with the performance of duties. Each Union representative wishing to be admitted to the property of the Employer for this purpose shall notify the appropriate management representative in advance. The Employer agrees that during working hours, on the Employers' premises, and without loss of pay, designated Union representative shall be allowed to:

- (a) Post official Union notices as specified above.
- (b) Transmit communications, authorized by the Union or its officers, to the employee or her representative.
- (c) The Union may, with at least two (2) days' prior approval of the Deputy Commissioner, use Health Department facilities for Union meetings at times when such facilities are open and in use for established Health Department activities.

ARTICLE 22

Mileage Allowance

Sec. 22.1 - Standard Mileage Rate

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

Sec. 22.2 - Differential - Direct Travel to Work Assignment

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

ARTICLE 23

No Loss of Benefits

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

ARTICLE 24

Death and Accidental Death & Dismemberment and Catastrophic Illness Benefits

Sec. 24.1 - Death & Dismemberment

(a) In furtherance of the above health and welfare benefits, the Employer shall provide all eligible employees with the following additional benefits as previously in force under the applicable benefit plans heretofore adopted by the Board of Estimates.

(b) The Death and Accidental Death and Dismemberment and Catastrophic Illness benefits plan shall be comprised as follows:

(1) **Death & Dismemberment Benefit Payment:** Death and dismemberment benefits in the amount of fifteen thousand dollars (\$15,000) or the employee's annual salary, whichever is greater. The death and dismemberment benefits for permanent part-time employees shall be the greater amount of their annual salary or that percentage of fifteen thousand dollars (\$15,000) which corresponds to the percentage of the work year of a full-time employee which is represented by the part-time employee's regularly scheduled annual hours.

(2) **Dismemberment Benefits:** Dismemberment benefits shall be as follows:

- i. For the loss of a hand, foot, or the sight of an eye, the benefit will be one-half ($\frac{1}{2}$) the amount specified in subsection (b)(1), above.
- ii. For a double dismemberment, the benefit will be equal to the amount specified in subsection (b)(1), above.

(3) **Accidental Death:** In the event of accidental death, the benefit payable shall be double the amount specified in subsection (b)(1), above.

Sec. 24.2 - Catastrophic Illness

(a) The death benefit as stated in subsection 23.1 (b)(1), above, may be paid in advance to employees who are catastrophically ill. An employee who is catastrophically ill is characterized by the following:

(1) She is totally disabled and therefore cannot work for the City or any other employer in an active or limited capacity.

(2) Her medical prognosis shall state that the disabling illness which arose either suddenly or gradually is likely to cause the death of the affected employee within one (1) year.

(3) The affected employee must apply for an ordinary disability retirement allowance or a service retirement allowance, if over age sixty (60), to be eligible for the catastrophic illness payment.

(b) **Filing of Claim:** The claim must be filed within six (6) months after the claimant has become incapacitated or disabled and is unable to return to work.

(c) **Benefit Administration & Documentation:** The Department of Human Resources shall be charged with administering the catastrophic illness benefit and determining the eligibility of the claimant for said benefit. Upon request, the Union or employee shall furnish the Department of Human Resources with any and all data and documentation pertaining to each claim. The Department of Human Resources may order examination of the claimant by a physician of its choice. No benefits may be paid for injuries or disabilities for which compensation is payable under:

- (1) Workers' Compensation laws, or
- (2) Accidental disability provisions of the Employees Retirement System.

(d) **Appeal Process:** If the decision of the Department of Human Resources is unsatisfactory to the Union, an appeal may be made to the Catastrophic Illness Appeals Board. Said Board shall be comprised of three (3) members:

- (1) One member chosen by the City,
- (2) One member chosen by the Union, and
- (3) Third Member chosen by both parties to serve as impartial Chairman of the Board.

The impartial Chairman must be a physician. In its deliberations, the Board shall be furnished any and all data and documentation pertinent to the appeal by both parties. The Board may order examination of the appellant by a physician of its choice.

(e) **Death of Claimant:** If the claimant should expire after it has been determined that her illness is catastrophic and before the catastrophic illness benefit is paid, the payment shall be made to the named beneficiary or guardian upon receipt of a valid death certificate showing that the illness which was previously determined as catastrophic contributed to or was directly responsible for the death.

(f) **Termination of Coverage:** An employee's coverage under this Article shall terminate upon resignation or thirty (30) days after the last day she was in pay status on the City Payroll, except that employees represented by the Union shall be covered by a reduced death benefit of five thousand dollars (\$5,000) if they retire from City Employment. Retired persons so covered shall also be covered by the Accidental Death and Dismemberment provisions outlined herein at the reduced rate.

Sec. 24.3 - Beneficiary

(a) **Designation of Beneficiary:** The beneficiary of these benefits will be one of the following:

- (1) The beneficiary designated by the employee to receive retirement benefits, or
- (2) A specifically designated beneficiary of the above benefits, in lieu of the beneficiary designated in (a) above.

(b) Change of Beneficiary: If the employee so designates a beneficiary, she shall have the right to change the beneficiary at any time. The beneficiary change shall become effective on the date acknowledged by the City.

ARTICLE 25

Out-Of-Title-Work

Sec. 25.1 - Eligibility

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

Sec. 25.2 - Maximum Performance and Compensation Period

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

ARTICLE 26

Examination of Employee's Personnel File

Sec. 26.1 - Official Personnel File

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

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

(2) Documentation & Limitation on Examination: Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that she has examined said file and the reason for said examination.

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

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

Sec. 26.2 - Employee Knowledge of Information Added to File

No material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed and dated by the person submitting the information. The employee shall be given the opportunity to acknowledge that she has read such material by affixing her signature on the actual copy to be filed, with the understanding that such signature merely signifies that she has read the material to be filed and does not necessarily indicate agreement with its content. An employee will not be required to affix her signature on any material that is to be inserted in the file subject to the provisions discussed below.

Sec. 26.3 - Right to Respond to Information Included in File

The employee shall have the right to answer any material filed and her answer shall be attached to the file copy. Furthermore, the employee shall be given the right to review such disputed material pursuant to the grievance and arbitration procedure set forth in this Memorandum of Understanding.

Sec. 26.4 - Right to Union Representation

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

ARTICLE 27 ***Liability Insurance***

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

ARTICLE 28 ***Professional Concerns***

Sec. 28.1 - New and Expanded Health Department Program

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

Sec. 28.2 - Nursing Assignments During Labor Disputes

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

Sec. 28.3 - Liaison Meetings

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

Sec. 28.4 - Non-City Worksites

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

Sec. 28.5 - Payroll Errors

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

Sec. 28.6 - Salary Changes

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

Sec. 28.7 - 10-Month Nurses and Nurse Practitioners - Return to Work

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

Sec. 28.8 - Employee Assistance Program

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

(b) **Confidentiality:** Any contact with the Employee Assistance Counselor will be strictly confidential. The Employee Assistance Counselor shall make an evaluation of the employee's problem and recommend remedies which may include referral to an appropriate treatment agency. It is the employee's responsibility to follow the recommendations of the Employee Assistance Program.

Sec. 28.9 - Labor-Management Committee

A joint Labor-Management Committee composed of not more than six (6) Union representatives and six (6) Employer representatives shall be formed to address employment conditions within the Department including but not limited to the physical safety of employees, security of employees' personal property, and privacy and confidentiality of client files. The Committee shall meet at least every two months.

Sec. 28.10 – Upon request of the Union president, the Employer shall provide job descriptions for all positions covered by the collective bargaining agreement once every twelve (12) months, or whenever any substantial changes are made to the duties, responsibilities, or job requirements.

ARTICLE 29

Safety

Sec. 29.1 - Cooperation

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

Sec. 29.2 - Immunization

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

ARTICLE 30 *Seniority*

Sec. 30.1 - Seniority Factored

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

Sec. 30.2 - Seniority in Layoffs

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

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

Sec. 30.3 - Voluntary Layoff

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

ARTICLE 31 *Bargaining Unit Integrity*

The Employer recognizes that the integrity of the bargaining unit is of significant importance to the Union. In accordance with Article 30, Seniority, Section 30.2., Seniority in Layoffs, the Employer shall inform the Union of economic or programmatic changes that result in the layoff of employees and/or the abolishment of positions. As provided in this Memorandum of Understanding, bargaining unit work will normally be performed by classified employees in the bargaining unit. This provision does not prohibit the Employer from having contractual employees on temporary basis.

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

ARTICLE 32

Termination, Change or Amendment

This Memorandum of Understanding shall become effective on July 1, 2016, and remain in full force and effect until June 30, 2017. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of the desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

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Signed on this 6th day of July, 2016 in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL
OF BALTIMORE:**

Deborah F. Moore-Carter
Deborah F. Moore-Carter

Francine J. Childs
Francine J. Childs

Tanisha E. Bomani
Tanisha E. Bomani

Quinton M. Herbert
Quinton M. Herbert

Yvette Brown
Yvette Brown

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL- CIO, COUNCIL 67 & LOCAL 558:**

Wendy D. Smith RN BSN
Wendy Smith

Melisha Clark-Gold
Melisha Clark-Gold

Aasya Amatus-Salaam MS, BSN, RN
Aasya Amatus-Salaam

Nancy Woodhead

Susan Borinsky

Kory Blake
Kory Blake

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Gary Gilkey
Gary Gilkey
Chief Solicitor

NOTED BY THE BOARD OF ESTIMATES:

Bernice J. Taylor
Clerk Date JUL 13 2016

ADDENDUM A
Transitional Health Agreement

FROM	NAME & TITLE	Deborah F. Moore-Carter, Labor Commissioner <i>DFMC</i>	CITY OF BALTIMORE MEMO <i>10</i> 410-396-4365	
	AGENCY NAME & ADDRESS	Office of the Labor Commissioner 417 E. Fayette Street, Room 1405		
	SUBJECT	TRANSITION HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT		

DATE April 4, 2016

TO

Honorable President and Board Members
of the Board of Estimates
City Hall, Room 204
Baltimore, MD 21202

Dear Mr. President and Members:

ACTION REQUESTED OF BOARD OF ESTIMATES:

Authorization is requested from your Honorable Board to execute the attached negotiated Transition Health and Prescription Drug Plan ("Agreement") between the Mayor and City of Baltimore, the Office of the Labor Commissioner, Fraternal Order of Police, IAFF Local 734 Fire Fighters, IAFF Local 964 Fire Officers, City Union of Baltimore and AFSCME Council 67 Locals 44, 558, and 2202. The City's obligation to the Managerial and Professional Society is to "meet and confer", but MAPS was invited to participate in the discussions regarding the new agreement.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

A Transition Health and Prescription Drug Plan Agreement was negotiated to replace the original agreement approved by your Honorable Board of Estimates on November 7, 2012. The attached successor agreement, which was drafted by attorneys representing the City of Baltimore and the Unions, reflects agreed upon terms and conditions. The successor agreement shall remain in effect through December 31, 2017.

MBE/WBE PARTICIPTION:

N/A

BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable yes no

If not, why: x other (AFSCME Local 44 FY 2014-2016)

BCRF Certification Statement completed and returned to Agency yes no

NOTED BY BOARD OF ESTIMATES

Suzanne N. Taylor APR 13 2016
CLERK DATE

LABOR COMMISSIONER

Deborah F. Moore-Carter
Deborah F. Moore-Carter

DFMC/bmrr

cc: Andrew Smullian
Quinton Herbert
Yvette Brown
Henry Raymond
Mary Talley

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Gary Gilkey
Gary Gilkey, Chief City Solicitor

TRANSITION HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

This Transition Agreement is made by and between the City of Baltimore (the "City") and the employee organizations designated as exclusive representatives of City employees in bargaining units certified under the Municipal Employee Relations Ordinance, including CUB, AFSCME, FOP, IAFF, and also including MAPS¹ (the "Unions") (hereinafter referred to as the "Agreement").

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

WHEREAS, pursuant to Paragraph 14 of the 2012 Agreement, the 2012 Agreement was included as an attachment to each of the Unions' respective collective bargaining agreements (viz. Memorandum of Understanding) to begin with Fiscal Year 2013; and

WHEREAS, the 2012 Agreement is expiring in 2016 for each of the signatory Unions, and the City and the Unions desire to continue to address health and prescription drug benefits on a City-wide basis with an agreement to succeed the 2012 Agreement through December 31, 2017;

IT IS HEREBY AGREED by and between the parties hereto:

1. **Health Insurance Committee Meetings and Activities.** The Health Insurance Committee ("HIC") that was re-established under Paragraph 9 of the 2012 Agreement shall continue in effect as follows:

a. The HIC shall be composed of equal numbers of Union and City representatives. Each Union and MAPS shall appoint one representative to the HIC, and the City shall designate representatives from the Office of the Labor Commissioner, the Department of Human Resources (including the Division of Employee Benefits), the Department of Finance, and the Office of Mayor. The parties' representatives may designate professional consultants to attend the meetings and participate in the business of the HIC. Should the Unions choose to have a consultant participate in HIC meetings, they shall choose a joint consultant.

b. The HIC shall meet no less frequently than one time each calendar quarter beginning in the month of January to discuss cost containment, efficiencies, wellness, and other relevant issues, to review data for each plan for active employees and other relevant information, as raised or requested by the Unions or the City, or their respective consultants.

¹ The City's obligation to MAPS is to "meet and confer." Consistent with the parties' practice under the preceding Health and Prescription Drug Plan Agreement, MAPS was invited to participate in the discussions regarding this Agreement. Nothing in this Agreement should be construed as modifying MAPS' status under the Municipal Employees Relations Ordinance or in any way creating a duty to bargain with MAPS.

c. The City shall continue to provide the Unions' consultant with the same or similar quarterly information that it has been providing to date. In the event that the Unions' consultant requests to meet and confer with the City's representatives, or requests information related to the City's plans, the City shall respond to such requests within a reasonable period of time (and where the response is a denial of the Unions' request, the City shall provide the reason for such denial). No data or documents may be unreasonably withheld nor may any communication be unreasonably delayed. Any complaints regarding the content or timing of the City's response, if not resolved directly between the consultants or between the Unions' consultant and the involved City representative, shall be brought to the attention of the Labor Commissioner who shall attempt to resolve the issue promptly. Access to data and documents available under this Agreement shall be in addition to any rights or remedies conferred under the State's Public Information Act.

d. One of the aforementioned quarterly HIC meetings shall be used to discuss each health insurance provider's Annual Provider Report as set forth in Paragraph 2 below. The consultants designated by the Unions and the City may be required to attend the HIC meeting(s) concerning the Annual Provider Reports.

2. **Annual Provider Reports.** Each health insurance plan provider engaged by the City shall provide the City with an "Annual Provider Report" which shall include, for the prior plan year, data relating to enrollment, claims (including data regarding claims exceeding \$75,000), administrative costs, utilization trends, any surplus or deficit for the prior plan year, and other relevant information about the plan. The City shall provide the Annual Provider Reports to the Unions and their consultant promptly after receiving the reports from the providers but in any event no later than June 15.

3. **2017 and 2018 Plan Years Premiums/Premium Equivalents.** Subsequent to receiving from its consultant the projected premiums and/or premium equivalent rates for the 2017 and 2018 plan years, the City shall provide the Unions with a report containing the projected premiums and/or premium equivalent rates for each plan (including both self-insured and fully-insured plans) proposed for each of those plan years, with supporting data. Should the Unions or the Unions' consultant wish to confer with the City's consultant concerning the proposed rates, the Unions shall request such meeting(s) in writing no later than 15 days following the disclosure of the proposed rates. Such meeting(s) shall be held prior to the submission of the proposed rates to the Board of Estimates. The City shall consider and respond to the Unions' positions (and those of the Unions' consultants) at least one week before submission of the proposed rates to the Board of Estimates.

4. **Current Plans and Cost Sharing.** The plan of benefits for each of the City's plans (as published in the City of Baltimore 2016 Benefits Guide) shall remain unchanged for plan years 2016 and 2017. The current statement of benefits is attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates shall remain unchanged for plan (calendar) years 2016 and 2017.

5. **Requests for Proposals.**

a. It is understood that the City intends to issue Request(s) for Proposals ("RFPs") for some or all of its plans for plan year 2018, through which the City may solicit proposals from current and/or other health insurance providers, as appropriate and consistent with the City's Charter. Before issuing any RFP, the City shall engage in meaningful discussions with the Unions and their benefits consultant between April 1, 2016 and January 31, 2017 about which health insurance benefit programs, benefit options, providers, pricing and methods of delivery are in the best interests of the City and all benefit plan participants. In entering into these discussions, the City does not waive its Charter prerogatives to determine providers and pricing.

b. In addition to the discussions that are described in Paragraph 5.a., above, no less than 45 days before the release of any RFPs, the City shall notify the Unions of the proposed health insurance benefit options and plan structure(s) to be included in the RFP(s). After the Unions have been provided with this information, there shall be at least one HIC meeting at which the Unions shall have a meaningful opportunity to review and discuss with the City the RFP, and to propose changes to the proposed RFP(s) to which the City shall give meaningful consideration and response at least 5 days prior to issuance of each RFP.

c. After the City has received and reviewed the response(s) to an RFP, should the City decide that it wishes to add or eliminate a particular health insurance provider, the City shall so advise the Unions and provide the reasons for its desire to make such a change (e.g., because of proposed premium increases, service to participants, lack of participation in a given plan, efficiency through consolidation, etc.) at least 30 days before such action is recommended to the Board of Estimates. The Unions and the Unions' consultant shall have a meaningful opportunity to discuss within the HIC any such proposed changes before the changes are implemented by the City.

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

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

6. **Surplus from Self-Insured Plans.**

a. Following the close of each plan years 2016 and 2017, the City shall furnish the plan operating gain/loss statement for each self-insured plan to the Unions through their designated consultant. The plan operating gain/loss statement shall account for premiums collected on behalf of the plan for the benefit year as compared to expenditures for the plan. Expenditures shall include but not be limited to, estimated incurred claims, premiums paid, administrative, network and other fees, and any taxes.

b. In the event that for any plan a surplus results from the difference between premiums and payments received from covered employees in excess of plan expenses in the aggregate for all health and prescription drug plans (i.e., taking into account any variance (positive or negative) in all plans), the appropriate application of any year-end surplus shall be discussed between the City and the Unions to determine what amount, if any, shall be refunded to currently enrolled active employees and/or retained to fund the City's self-insured health insurance plans, including maintaining proper current and/or OPEB reserves. Surplus funds may not be applied by the City for any other purpose than the City's medical insurance plans or OPEB liability.

c. Surplus (between premiums collected and payments disbursed) attributable to currently enrolled active employees may not be used to offset the City's OPEB liability or applied to support the City's OPEB Trust without full and complete disclosure in advance to the HIC.

d. In no event shall any refund from any year-end surplus (as defined herein) exceed the portion of such surplus attributable to active employee premiums.

7. **Future Agreements.** It is the intent of the parties to enter into negotiations for a successor to this transitional Agreement following the completion of the RFP process referenced in Paragraph 5 above.

8. **Resolution of Dispute over Results from Prior Years.**

There exists a difference of opinion between the Unions and the City as to the appropriate resolution of the year-end surplus for Plan Years 2014 and 2015, however, all claims and disputes between the Unions and the City with respect to year-end surplus (as defined in Paragraph 6, above) or the use thereof for Plan Years 2014 and 2015 are waived, released, concluded and resolved under this Agreement in this manner:

a. The City shall release the final CareFirst year-end retrospective settlement for plan year 2015 to the Unions' benefits consultant on or before March 15, 2016.

b. The City shall grant one premium holiday to all current CareFirst active employee plan participants, meaning that the City shall not demand payment or payroll deduct premiums in the amount of 1/26th of the annual premium for each employee. Such premium holiday shall occur on the first pay period of June, 2016.

c. These terms are without precedent and without prejudice to any claims or defenses asserted by the parties with respect to future plan years.

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

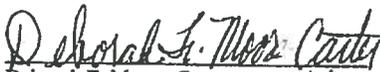
10. **Disputes:** All disputes about the application or interpretation of the terms of this Agreement shall first be presented in writing to the HIC, and absent agreement, shall be referred,

collectively by the participating employee organizations that are exclusive representatives under the Municipal Employee Relations Ordinance, and/or the City, for decision by a neutral arbitrator who is a member of the National Academy of Arbitrators using the administrative processes of the American Arbitration Association. The fees and costs of the Association and of the selected neutral arbitrator shall be shared equally between the two parties.

11. **Notice:** For all purposes, notice to the Unions shall be sufficient if given to the Unions and to the City of Baltimore through correspondence in writing addressed to the Office of the Labor Commissioner

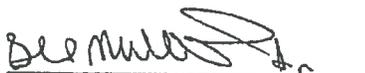
12. **Term.** This Agreement shall remain in effect through December 31, 2017, except for those provisions which expressly refer to events occurring after that date (e.g., Paragraphs 5 and 6).

MAYOR AND CITY
OF BALTIMORE:

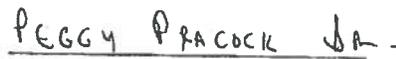

Deborah F. Moore-Carter 4/1/16


Andrew Smullian

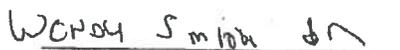
AFSCME, LOCAL 44


Glenard S. Middleton, Sr.

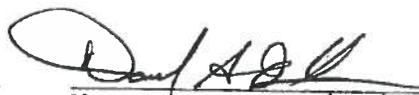
AFSCME, LOCAL 2202


Peggy Peacock

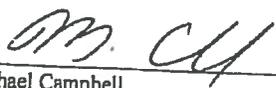
AFSCME, LOCAL 558


Wendy Smith

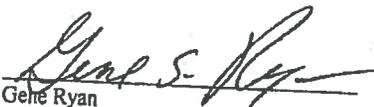
CITY UNION OF BALTIMORE


Yvonne Rice

BALTIMORE FIRE OFFICERS
ASSOCIATION


Michael Campbell

BALTIMORE CITY LODGE NO. 3,
FRATERNAL ORDER OF POLICE, INC.

 3/23/16
Gene Ryan

BALTIMORE FIRE FIGHTERS
ASSOCIATION


Charles "Rick" Hoffman

MANAGERIAL AND PROFESSIONAL SOCIETY OF
BALTIMORE, INC

 3/24/16
Anthony G. Polsinelli

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	Aetna PPO STANDARD OPTION		Aetna PPO HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Deductible	\$250 per Individual \$500 per family	\$500 per individual \$1,000 per family	None	None
Annual Out-of-Pocket (OOP) Maximum (based on salary) <i>(Deductible, copays, and coinsurance amounts included in OOP max.)</i>	Employee salary < \$45,000: \$1,000 per individual/ \$2,000 per family Employee salary > \$44,999: \$1,500 per individual/ \$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/ \$4,000 per family Employee salary > \$44,999: \$3,000 per individual/ \$6,000 per family	\$1,000 per individual/ \$2,000 per family	None
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Routine & Preventive				
Routine Annual Physical	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Well Baby /Child Care (age & schedule apply)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Routine GYN Examination (limit: one per year)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Mammography, Colorectal Screening, Prostate Screening (call for plan limits)	100%	100% allowed benefit*	Covered in full	100% allowed benefit*
Physician Office Visits (Sick/Non-routine)				
Physician Office Visit	\$25 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Specialist Office Visit	\$40 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Emergency & Urgent Care				
Emergency Room	90%	90%	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)
Urgent Care	\$25 copay, then plan pays 90%	\$25 copay, then plan pays 90%	\$5 copay per visit	\$5 copay per visit; 100% allowed benefit*
Hospital Inpatient Services				
Inpatient Hospital Services, including Room, Board & General Nursing Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Medical Surgical Physician Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Inpatient Physical, Speech, & Occupational Therapy	90%	70%	Covered in full	100% allowed benefit*

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	AETNA PPO STANDARD OPTION		Aetna PPO HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Organ Transplant (Pre-Authorization Required)	90% at Institutes of Excellence facilities; 70% at other In-network facilities	70%	Covered in full	No coverage
Outpatient Services				
Outpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Outpatient Surgery	90%	70%	Covered in full	100% allowed benefit*
Outpatient Physical, Speech, & Occupational Therapy	90% up to 60 visits per year (physical, speech, & occupational therapies combined)	70% up to 60 visits per year (physical, speech, & occupational therapies combined)	\$5 co-pay per visit; up to 60 visits per year (physical, speech, & occupational therapies combined)	\$5 co-pay per visit, then Plan pays 100% allowed benefit*; up to 60 visits per year (physical, speech, & occupational therapies combined)
Pre-Admission Testing	90%	70%	Covered in full	100% allowed benefit*
Allergy Testing	90%	70%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit
Allergy Serum	90%; call Aetna for plan details	70%; call Aetna for plan details	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit
Maternity				
Pre- and Post-Natal Care (Physician services)	Covered in full	80%	Covered in full	\$5 copay initial visit to determine pregnancy, then covered at 100% allowed benefit*
Delivery (Inpatient)	100%	80%	Covered in full	100% allowed benefit*
Newborn Care (Inpatient)	90% after deductible	70% after deductible	Covered in full	100% allowed benefit*
Fertility Testing & Family Planning				
Fertility Testing & Family Planning	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided	Member cost sharing based on type of service and place where service is provided; 100% allowed benefit
In-Vitro Fertilization	90%; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO	70%; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO	Covered in full up; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO	100% allowed benefit*; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth combined with ART, AI, and AO

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	AETNA PPO STANDARD OPTION		Aetna PPO HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Mental Health & Substance Abuse Benefits				
Inpatient Mental Health & Alcohol/Substance Abuse	90%	70%	Covered in full	100% allowed benefit*
Outpatient Mental Health & Alcohol/Substance Abuse	\$25 copay	80%	\$5 co-pay per visit	\$5 co-pay per visit; 100% allowed benefit*
Other				
Diabetic Supplies (not including insulin and syringes, which are covered by Rx Plan)	90%	70%	Covered in full	100% allowed benefit*
Durable Medical Equipment	90%	70%	Covered in full	100% allowed benefit*
Private duty nursing (pre-authorization required)	90%	70%	Covered in full	100% allowed benefit*
Hospice Care	90%	70%	Covered in full	100% allowed benefit*
*Out-of-network benefits are based on the allowed benefit, which is 50% of the reasonable and customary (R&C) amount. Out-of-network providers can balance bill the difference between the allowed amount and the billed amount. This table is to be used as a guide only. Actual benefits will be governed by the terms and conditions of the Booklet Certificate.				

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Deductible	\$250 per individual \$500 per family	\$500 per individual \$1,000 per family	None	None
Annual Out-of-Pocket Maximum (based on salary) <i>(Deductible, copays, and coinsurance amounts included in OOP max.)</i>	Employee salary < \$45,000: \$1,000 per individual/ \$2,000 per family Employee salary > \$44,999: \$1,500 per individual/ \$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/ \$4,000 per family Employee salary > \$44,999: \$3,000 per individual/ \$6,000 per family	\$1,000 per Individual/ \$2,000 per family	N/A
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Routine & Preventive				
Routine Annual Physical	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Well Baby/Child Care through age 6 (Includes Immunizations and vaccinations)	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Routine GYN Examination (limit: 1 per year)	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Mammography, Colorectal Screening & Prostate Screening	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Physician Office Visits (Sick/ Non-Routine)				
Maps & Unrepresented: Physician Office Visit Includes family, general, internal medicine, and pediatricians	\$25 copay	80% Allowed Benefit	\$20 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Physician Office Visit Includes family, general, internal medicine, and pediatricians	\$25 copay	80% Allowed Benefit	\$10 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Maps & Unrepresented: Specialist Office Visit	\$40 copay	80% Allowed Benefit	\$25 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Specialist Office Visit	\$40 copay	80% Allowed Benefit	\$15 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Emergency & Urgent Care				
Emergency Room	90% after deductible	90% after deductible	\$50 copay per visit (waived if admitted)	\$50 copay per visit (waived if admitted)
Urgent Care	\$25 copay, then Plan pays 90% Allowed Benefit	\$25 copay, then Plan pays 90% Allowed Benefit	\$10 copay per visit	100% Allowed Benefit
Hospital Inpatient Services				
Maps & Unrepresented: Inpatient Hospital Services, including Room, Board & General Nursing Services (does not include acute inpatient rehabilitation); pre-authorization required	90% after deductible	70% after deductible	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 70% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Represented: Inpatient Hospital Services, including Room, Board & General Nursing Services (does not include acute inpatient rehabilitation); pre-authorization required	90% after deductible	70% after deductible	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 80% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Inpatient Diagnostic Lab Work & X-rays	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit
Inpatient Medical Surgical Physician Services	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
Inpatient Physical, Speech, & Occupational Therapy	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
Organ Transplant (Pre-authorization required)	90% after deductible	70% after deductible (\$30,000 per transplant max.)	100% Allowed Benefit	100% Allowed Benefit
Outpatient Services				
Outpatient Diagnostic Lab Work & X-rays	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Outpatient Surgery	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network ^a	In-Network	Out-of-Network ^a
Maps & Unrepresented: Outpatient Physical, Speech, & Occupational Therapy (Preauthorization required after 10 th lifetime visit)	90% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	70% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	100% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)	80% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)
Represented: Outpatient Physical, Speech & Occupational Therapy (Preauthorization required after 10 th lifetime visit)	90% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	70% after deductible for up to 60 visits per calendar year (physical, speech, and occupational therapies combined)	Facility: \$10 copay per visit; Office: 100% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)	80% Allowed Benefit for up to 100 visits per calendar year (physical, speech, and occupational therapies combined)
Pre-Admission Testing	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Allergy Testing	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Allergy Serum (\$200 Annual Maximum)	90% Allowed Benefit after deductible up to annual maximum	70% Allowed Benefit after deductible to annual maximum	100% Allowed Benefit up to annual maximum	80% Allowed Benefit up to annual maximum
Maternity				
Pre- and Post-Natal Care (Physician Services)	100% Allowed Benefit	80% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Delivery (Inpatient)	100% Allowed Benefit	80% Allowed Benefit	Represented: 100% allowed benefit; pre-certification required MAPS/Unrepresented: 100% allowed benefit; pre-certification required	Represented: \$100 deductible per admission, then plan pays 80% up to \$1,500 out-of-pocket maximum per admission, then 100% allowed benefit. Pre-certification required. MAPS/Unrepresented: \$100 deductible per admission, then plan pays 70% up to \$1,500 out-of-pocket maximum per admission, then 100% allowed benefit. Pre-certification required.
Newborn Care (Inpatient)	100% Allowed Benefit	80% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Fertility Testing & Family Planning				
Fertility Testing & Family Planning	90% after deductible	70% after deductible	100% Allowed Benefit	80% Allowed Benefit
In-Vitro Fertilization (IVF)	90% after deductible (\$100,000 lifetime maximum)	70% after deductible (\$100,000 lifetime maximum)	100% Allowed Benefit (\$12,000 lifetime maximum)	80% Allowed Benefit (\$12,000 lifetime maximum)
Inpatient Mental Health & Substance Abuse Benefits – Provided by Beacon Health Options				
Maps & Unrepresented: Inpatient Mental Health & Alcohol/Substance Abuse; Pre-authorization required	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 70% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Represented: Inpatient Mental Health & Alcohol/Substance Abuse; Pre-authorization required	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	\$100 deductible per admission, then Plan pays 80% up to \$1,500 out-of-pocket maximum per admission, then 100% Allowed Benefit
Outpatient Mental Health & Substance Abuse Benefits – Provided by Beacon Health Options				
Maps & Unrepresented: Outpatient Mental Health & Alcohol/Substance Abuse; Pre-authorization required	\$25 copay	80% Allowed Benefit	\$20 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit
Represented: Outpatient Mental Health & Alcohol/Substance Abuse; Pre-authorization required	\$25 copay	80% Allowed Benefit	\$10 copay per visit, then Plan pays 100% Allowed Benefit	80% Allowed Benefit

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	CareFirst PPN STANDARD OPTION		CareFirst PPN HIGH OPTION	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Other				
Diabetic Supplies (not including insulin and syringes, which are covered by Rx Plan)	90% after deductible	70% after deductible	100% Allowed Benefit, including lancets, test strips, and glucometers	100% Allowed Benefit, including lancets, test strips, and glucometers
Durable Medical Equipment	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	See Major Medical benefit	See Major Medical benefit
Private duty nursing (pre-authorization required)	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	Based on medical necessity; see Major Medical benefit	Based on medical necessity; see Major Medical benefit
Hospice Care (pre-authorization required)	90% after deductible	70% after deductible	100% Allowed Benefit	100% Allowed Benefit
Major Medical Benefits	N/A	N/A	Preferred Provider Major Medical Services: private duty nursing, medical supplies, ambulance (ground transport only), whole blood, orthopedic devices and durable medical equipment.	
Maps & Unrepresented: Major Medical Annual Deductible	N/A	N/A	Major medical expenses only: \$250 per person per year	
Represented: Major Medical Annual Deductible	N/A	N/A	Major medical expenses only: \$200 per person per policy year	
Maps & Unrepresented: Major Medical Benefit Percentages	N/A	N/A	After deductible, plan pays 100% of the first \$30,000 of allowed expenses; thereafter, plan pays 50% allowed benefit	
Represented: Major Medical Benefit Percentages	N/A	N/A	After deductible, plan pays 80% allowed benefit	
<p><i>*Any out-of-network provider can balance bill the difference between allowed amount and billed amount.</i></p> <p><i>Note: This table is to be used as a guide only. Actual benefits will be governed by the terms and conditions of the Booklet Certificate.</i></p>				

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	UnitedHealthcare Point-of-Service (POS) Standard Option Plan		UnitedHealthcare Point-of-Service (POS) High Option Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	\$250 per individual \$500 per family	\$500 per individual \$1,000 per family	None	None
Annual Out-of-Pocket Maximum (based on salary) (Deductible, copays, and coinsurance amounts included in OOP max.)	Employee salary < \$45,000: \$1,000 per individual/ \$2,000 per family Employee salary > \$44,999: \$1,500 per individual/ \$3,000 per family	Employee salary < \$45,000: \$2,000 per individual/ \$4,000 per family Employee salary > \$44,999: \$3,000 per individual/ \$6,000 per family	\$1,000 per individual/ \$2,000 per family	N/A
Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Routine & Preventive				
Routine Annual Physical	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Well Baby/Child Care	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Routine GYN Examination	100%	100%	Covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Mammography, Colorectal & Prostate Screening	100%	100%	Covered in full. Call plan for frequency limits	100% allowed benefit* Call plan for frequency limits
Physician Office Visits (Sick/Non-routine)				
Physician Office Visit	\$25 copay per visit	80%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*
Specialist Office Visit	\$40 copay per visit	80%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*
Emergency & Urgent Care				
Emergency Room	90%	90%	\$50 copay (waived if admitted)	\$50 copay (waived if admitted)
Urgent Care	\$25 copay, then Plan pays 90%	\$25 copay, then Plan pays 90%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	UnitedHealthcare Point-of-Service (POS) Standard Option Plan		UnitedHealthcare Point-of-Service (POS) High Option Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital Inpatient Services				
Inpatient Hospital Services, including Room, Board & General Nursing Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Inpatient Medical Surgical Physician Services	90%	70%	Covered in full	100% allowed benefit*
Inpatient Physical, Speech, & Occupational Therapy	90%	70%	Covered in full	100% allowed benefit*
Organ Transplant (pre-authorization required)	90% for non-experimental transplants	70% (out-of-network limit: \$30,000 per transplant) non-experimental transplants	Covered in full for non-experimental transplants	100% allowed benefit* (out-of-network limit: \$30,000 per transplant) non-experimental transplants
Outpatient Services				
Outpatient Diagnostic Lab Work & X-rays	90%	70%	Covered in full	100% allowed benefit*
Outpatient Surgery	90%	70%	Covered in full	100% allowed benefit*
Outpatient Physical, Speech, & Occupational Therapy ("Combined" means physical, speech, & occupational therapy visits added together)	90% up to 60 visits per year combined	70% up to 60 visits per year combined	\$5 copay per visit; up to 60 visits per year combined	\$5 copay per visit, then Plan pays 100% allowed benefit*; up to 60 visits per year combined
Pre-Admission Testing	90%	70%	\$5 copay per visit; testing covered in full	\$5 copay per visit, then Plan pays 100% allowed benefit*
Allergy Testing	90%	70%	\$5 copay per visit	\$5 copay per visit, up to 100% allowed benefit
Allergy Serum	90%	70%	Covered in full	100% allowed benefit

Exhibit A
City of Baltimore Standard and High Option Plan Designs

	UnitedHealthcare Point-of-Service (POS) Standard Option Plan		UnitedHealthcare Point-of-Service (POS) High Option Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Maternity				
Pre- and Post-Natal Care (Physician Services)	\$40 copay for initial visit to determine pregnancy, then covered in full	80%	\$5 copay for initial visit to determine pregnancy, then covered in full	\$5 copay for initial visit to determine pregnancy, then Plan pays 100% allowed benefit*
Delivery (Inpatient)	90%	70%	Covered in full	100% allowed benefit*
Newborn Care (Inpatient)	90%	70%	Covered in full	100% allowed benefit*
Fertility Testing & Family Planning				
Fertility Testing & Family Planning	90%	70%	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit
In-Vitro Fertilization	90% allowable charges; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	70% allowed benefit; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	100% allowable charges; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth	100% allowed benefit; \$100,000 maximum lifetime benefit; up to 3 attempts per live birth
Mental Health & Substance Abuse Benefits				
Inpatient Mental Health & Alcohol/Substance Abuse	90%	70%	Covered in full	100% allowed benefit*
Outpatient Mental Health & Alcohol/Substance Abuse	\$25 copay per visit	80% after deductible	\$5 copay per visit	\$5 copay per visit, then Plan pays 100% allowed benefit*
Other				
Diabetic Supplies (not including Insulin and syringes, which are covered by Rx Plan)	90%	70%	Covered in full, including lancets, test strips, and glucometers	100% allowed benefit,* including lancets, test strips, and glucometers
Durable Medical Equipment (pre-authorization required)	90%	70%	Covered in full	100% allowed benefit*
Private duty nursing (pre-authorization required)	Contact Plan for details	Contact Plan for details	Covered in full for skilled care based on medical necessity	100% allowed benefit*
Hospice Care (pre-authorization required)	90%	70%	Covered in full	100% allowed benefit*
*Out-of-network benefits are based on the allowed benefit, which is 50% of the reasonable and customary (R&C) amount.				
Note: This table is to be used as a guide only. Actual benefits will be governed by the official plan documents.				

ADDENDUM B
Salary Schedules

AFSCME Local 558 – Nurses

Effective - 07/01/2016

10-Month employees

Grade	Hiring Level Full Performance Experienced Level Senior Level L1-5*				
501	\$38,571	\$42,311	\$43,369	\$44,454	\$1,334
503	\$43,175	\$48,585	\$49,800	\$51,047	\$1,531
505	\$46,859	\$50,915	\$52,189	\$53,494	\$1,605
506	\$48,688	\$53,245	\$54,576	\$55,939	\$1,678
507	\$50,841	\$55,574	\$56,962	\$58,386	\$1,752
508	\$53,131	\$58,070	\$59,525	\$61,015	\$1,830
509	\$55,463	\$60,572	\$62,087	\$63,638	\$1,909
510	\$59,379	\$64,664	\$66,282	\$67,938	\$2,038

12-Month employees

532	\$44,014	\$49,722	\$50,965	\$52,239	\$1,567
533	\$46,357	\$50,775	\$52,048	\$53,347	\$1,600
535	\$49,165	\$54,548	\$55,906	\$57,303	\$1,719
537	\$51,880	\$58,305	\$59,764	\$61,260	\$1,838
539	\$54,724	\$60,968	\$62,491	\$64,053	\$1,922
540	\$57,572	\$63,631	\$65,219	\$66,852	\$2,006
542	\$61,473	\$66,690	\$68,359	\$70,070	\$2,102
543	\$64,239	\$69,697	\$71,436	\$73,223	\$2,197
544	\$67,123	\$72,824	\$74,647	\$76,513	\$2,295
545	\$70,143	\$76,103	\$78,002	\$79,955	\$2,399
546	\$71,260	\$77,602	\$79,543	\$81,531	\$2,446

ADDENDUM C
BONUS PROGRAM

BALTIMORE CITY HEALTH DEPARTMENT

1. Purpose:

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

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

These bonuses will apply to salaried RNs.

2. Funding:

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

3. Audit:

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

4. Sign-On Bonus:

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

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

The sign-on bonus does not apply to:

Contractual employees who are placed in salaried positions.

Amount of the Bonus:

The sign-on bonus shall be one thousand dollars (\$1,000).

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

the time the payment is due. If an employee fails to remain in the position for eighteen (18) months, the bonus must be repaid based on the percentage of time remaining in the agreement.

5. Recruitment Bonus:

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

The recruitment bonus does not apply to:

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

Amount of the Bonus: The recruitment bonus shall be seven hundred dollars (\$700) per recruitment.

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

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

Qualifying Classifications

Community Health Nurse I

Community Health Nurse II

Community Health Nurse Supervisor I

Nurse Practitioner

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202

ADDENDUM D
Inclement Weather Leave Policy

June 30, 2015

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

RE: Inclement Weather and Leave Usage

Dear Ms. Smith:

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

Please accept this side letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter
Labor Commissioner

Accepted for AFSCME Council 67 and Local 558:

Wendy Smith, President

cc: Dr. Leana S. Wen
Francine Childs
Tanisha E. Bomani