C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council March 7 1994

Manager's Agenda #16
Accept Arbitration Award and Appropriate $1,050,000. from Free Cash to fund award in its totality

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Mr. Francis H. Duehay
✓				Mr. Jonathan S. Myers
✓				VM Ms. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
✓				Ms. Katherine Triantafillou
✓				Mr. William H. Walsh
✓				Mayor Kenneth E. Reeves
9	0	0	0	

CITY COUNCIL
CITY OF CAMBRIDGE

March 7, 1994

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1993

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1993-94 the following sum is hereby appropriated in the General Fund the City of Cambridge:

FUNCTION	DEPARTMENT OR PROGRAM	SALARY $ WAGES	OTHER ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
Public Safety	Police	$1,050,000				$1,050,000.00

BE IT FURTHER ORDERED: That the above appropriation in the General Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
Free cash	$1,050,000.00

In City COuncil March 7, 1994.
Adopted by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk

A true copy;

ATTEST:- D. Margaret Drury

D. Margaret Drury
City Clerk

ROBERT M. O'BRIEN
ATTORNEY AT LAW
16 FOX HILL LANE • MILTON, MA 02186
(617) 696-0835

February 26, 1994

Commonwealth of Massachusetts
Joint Labor-Management Committee
One Ashburton Place, Room 610
Boston, MA 02108

RE: Cambridge Police Patrol Officers Association and
City of Cambridge
JLMC-93-15P

Dear Sir:

I am enclosing herewith my INTEREST ARBITRATION AWARD in the above-referenced matter. If you have any questions, please feel free to contact me.

Very truly yours,

Robert M. O'Brien

Robert M. O'Brien
Mediator/Arbitrator

cc: Alan J. McDonald, Esq.
Philip Collins. Esq.

RMO'B/amm
enclosures

COMMONWEALTH OF MASSACHUSETTS
THE JOINT LABOR MANAGEMENT COMMITTEE
FOR MUNICIPAL POLICE AND FIRE
BEFORE ROBERT M. O'BRIEN ARBITRATOR

In the Matter of Arbitration

between

CAMBRIDGE POLICE PATROL OFFICERS ASSOCIATION

and

CITY OF CAMBRIDGE

Case No. JLMC-93-15P

INTEREST ARBITRATOR'S AWARD

Appearances

For the City: Philip Collins, Esquire
Michael J. Gardner, Director of Personnel

For the Association: Alan J. McDonald, Esquire

Background

On October 22, 1993, the Joint Labor Management Committee (Committee) determined that the issues in negotiations between the Cambridge Police Patrol Officers Association (Association) and the City of Cambridge (City) had remained unresolved for an unreasonable period of time resulting in the apparent exhaustion of the processes of collective

bargaining. The Committee thereafter designated the undersigned to serve as arbitrator under a standard form of interest arbitration. Pursuant to that designation an arbitration proceeding was held between the parties on Thursday, February 17, 1994. By agreement of the parties, the proceeding was deemed an expedited arbitration. Accordingly, after the submission of their respective cases the parties engaged in oral argument in lieu of filing written briefs. The Arbitrator has been asked to submit his decision and award in an expedited time frame, and to provide no more narrative than he deems necessary to explain his award. Pursuant to these ground rules, the Arbitrator issues the following award for a collective bargaining agreement to replace the agreement ending on June 30, 1991.

Salary

It appears that in the early stages of negotiations, the parties contemplated a three-year agreement with wage increases effective in each year. However, by the fall of 1991, the City had conveyed to the Association that its main priority in the negotiations was to adopt a more efficient managed-care health plan in lieu of its existing plan, and to limit its contribution to ninety percent (90%) of the total premium. For its part, the Association did not necessarily oppose the transfer to a different plan, provided that the quality thereof was high. Further, the Association was willing to accept responsibility for ten percent (10%) of the premium costs of such plan. Notwithstanding conceptual agreement in these areas, however, the parties were stymied by their inability to agree on certain other language items, i.e., the City's proposals to more tightly control the use of undocumented sick leave, to limit the use of sick time

after the performance of details, and to implement performance evaluations.

Thereafter, the City stated its position that retroactivity of any wage offer would be contingent upon the Association's acceptance of the health insurance changes by early 1993. When agreement was not forthcoming by that time, the payment of retroactivity joined health insurance and the other language issues identified above as the major stumbling blocks to an agreement.

In the award being issued, I am mindful that several other unions within the City who received retroactive increases, did so only by accepting the health insurance changes within the time frames proposed to them by the City. But this award takes that consideration into account both in terms of Association proposals not being included (i. e., for increases in certain differentials), and in terms of the City's proposal for more control over the use of undocumented sick days which is being included in compromise fashion below. Further, I am graphically reminded by the tragic deaths of several law enforcement officers within Massachusetts over the past months of the occupational hazards unique to police work. In this context, I believe the Association's members deserve to have the wage increases paid retroactively both for current employees and for those who have voluntarily left the department at some point since July 1, 1991. Accordingly, I award:

> 4% 7-1-91; payable only to those persons who continue to be employed in the police department in sworn positions, or who resigned or retired on or after July 1, 1991.

3% 7-1-92; payable only to those persons who continue to be employed in the police department in sworn positions or who resigned or retired on or after July 1, 1991.

3% 7-1-93, 1% 1-1-94; payable only to those persons who continue to be employed in the police department in sworn positions or who resigned or retired on or after July 1, 1991.

Health Insurance

The City's proposal for changes in the health care plan offered its employees is reasonable in light of the quality of the new plan and the lack of significant opposition from the Association to such changes. Accordingly, I award:

10% HMO employee contribution rate 7-1-91; withdraw existing grievance/arbitration claim for repayment of employee 10% contributions to HMO's back to 7-1-91.

Begin 10% employee contribution for Health Flex Blue, a new BC/BS HMO effective one month prior to implementation of Health Flex Blue (with credit for any contributions already made that month).

Blue Cross Blue Shield Master Health Plus at 99% City contribution until three weeks after date of award then, City of Cambridge BC/BS Basic Major Medical (plan design attached), at 99% City contribution.

Blue Cross Blue Shield Health Flex Blue effective three weeks after date of award at 90% City contribution - 10% employee contribution; Standard City Package (plan design attached).

PRETAX EMPLOYEE CONTRIBUTION TO HEALTH INSURANCE:

Effective same date as implementation of Health Flex Blue.

FLEXIBLE MEDICAL SPENDING AND DEPARTMENT CARE ASSISTANCE:

Employee pay vendor fee (currently $48/year) (voluntary) effective two months after date of award.

PAY IN LIEU OF HEALTH INSURANCE:

Eligible employees who decline City Health Insurance, effective same day as implementation of Health Flex Blue, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive $62.50 per month payment ($750/year) in lieu of health insurance. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own, (e.g. spouse loss of job and hence insurance) will be entitled to enroll in City plan off open enrollment period with no waiting periods or preexisting condition limitations. Employees can elect coverage at open enrollment without limitation as to other coverage.

Sick Leave

The City proposes to modify the existing sick leave policy by reducing from 10 to 4 the number of undocumented sick days which an officer may take without incurring a written warning or disciplinary action. The Association opposes any change in the formula. Although I agree with the City that a change is appropriate, I believe that a reduction from 10 to 7 days is adequate. Accordingly, I award the following as the new formula for control of undocumented sick leave usage:

Change the sick leave policy to provide a written warning advising the employee that he/she shall be subject to disciplinary action resulting in loss of pay for subsequent, undocumented sick days, effective 3-1-94.

SICK LEAVE--UNDOCUMENTED (in any calendar year):

7th day written warning

Change the discipline schedule as follows:

8th day docked
9th day docked and 1 day suspension
10th day docked and 1 day suspension
11th day docked and 3 day suspension
12th day docked and 5 day suspension
13th day docked and City Manager hearing

Multiple days in a single absence move the schedule along (so that a 3 day undocumented absence for days 6, 7 and 8 result in a warning and docking and the next absence is considered #9).

Supply acceptable medical documentation (existing standard) after return to duty within 5 calendar days, or counted as undocumented, no exception (1st day back counted as day one).

Article XX, Section 4:

Change first sentence to read: "Written warnings issued after seven (7) days undocumented sick leave in each calendar year shall be removed from an employee's file after one (1) year."

NOTE ON EFFECTIVE DATES:

This item shall be effective 3/1/94 for all absences that occur on or after that date; the existing schedule shall remain in effect until then, however absences occurring prior to 3/1/94 shall not be considered in applying the new schedule.

Details

In light of the change in the formula for control of undocumented sick leave awarded above, I do not believe that any change is called for in the control of sick leave following an officer's performance of a detail.

However, I do believe it appropriate for the parties to engage in discussions concerning the relationship between detail work and sick leave usage. Accordingly, I award:

> The Association and the City will continue to meet to devise mutually acceptable ground rules for preventing excessive sick leave use in conjunction with working details.

Performance Evaluations

There is currently no system for the formal conduct of performance evaluations within the police department. The City seeks contractual authorization to implement such a system. The Association does not conceptually oppose the conduct of performance evaluations, but seeks to limit the purposes for which such evaluations may be used. I believe that the following language effects an appropriate balance between the interests of both parties. Accordingly, I award:

> The City shall have the right to implement evaluation of the job performance of bargaining unit members. Such evaluations may be used for the purposes of counselling, development, and assignments to positions not subject to the job pick provisions of Article XIIIA, Section 3; the evaluations shall not be used for discipline, or retirement, except that the underlying facts may be relied upon in such proceedings. The substance of any officer's individual evaluation shall be subject to grievance and arbitration process only if the overall rating is below average. The City shall defer, to the next round of negotiations, its proposal that the performance evaluation results be factored as a component of the civil service exam score. The City Manager retains the rights, under Massachusetts General Law c. 31, sec. 27, to bypass candidates for promotion after certification of a civil service eligible list.

Miscellaneous

Based largely upon the parties' own prior agreements in their negotiations, I award the following miscellaneous additions and/or changes to the collective bargaining agreement:

WEAPONS TRAINING PAY:

+$50/pay period 1-1-94; (total increase $100/year); officers may be required to qualify up to 2 times per year, including upon return from long term absence; there shall be no pay if an officer does not qualify or does not carry a weapon for more than one year. Pay will not be denied an officer for whom no opportunity to qualify is provided by the department. If an officer does not carry for a year or less and does return to work and qualifies, he/she shall receive retroactive payments for such period.

DOMESTIC PARTNER:

Provide health insurance and health and welfare fund coverage under the domestic partnership ordinance, effective same date as implementation of Health Flex Blue.

PENDING CLAIMS:

Association to withdraw, with prejudice, grievance on increase in drug co pays for Master Health Plus as well as 10% HMO contribution case, referenced above.

DETAIL RATE:

An additional $2.00 at Association's option, effective 6-30-94

MONDAY TO FRIDAY WORK SCHEDULE (not applicable to the Traffic Division):

8 and 1/2 hour day (including 1/2 hour unpaid lunch), regular starting and quitting times, set by Dept. head, Association withdraw pending grievances.

PARKING FEES:

Continue existing system, with existing restrictions, impose fee of $1.50/week, effective the date retroactive wage money paid; for those who wish to be eligible, prepay monthly.

LIGHT DUTY FOR SICK LEAVE:

Light duty for sick leave absences greater than 90 days, including existing absences, using same procedure as exists for light duty after injured leave.

PRESUMPTION OF INJURED LEAVE FOR HEART CONDITIONS (applying same standard as Chapter 32):

"The City shall recognize and apply the presumption applicable to police officers as contained in G.L. c. 32, sec. 94, as interpreted and applied by PERA, CRAB and the courts in determining whether an employee's incapacity for duty shall be classified as line of duty pursuant to G.L. c. 41, sec. 111F."

NEW ARTICLE ON INFECTIOUS DISEASES:

"The Department will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, hepatitis, and other infectious diseases. The Department and the Association will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection."

VOIDS:

Change second sentence of Article XIIIA, Sec. 4 to read:

"Such reasons shall be specific, shall not be based upon the good of the service' or other like reason, but may include and shall not be limited to the employee's attendance record, discipline (suspension, punishment duty, written reprimand), and use of undocumented sick leave in excess of seven days."

VACATIONS:

Prorate subsequent year vacation after 30 day leave of absence without pay, or 90 day suspension.

Vacation Pick system - current system (two pick, with currently agreed to form.)

Single day vacation requests incorporated into main body of contract pursuant to Association letter of February 9,1994; each tour of duty off represents one vacation day to be deducted from the employee's vacation entitlement.

MATERNITY - PATERNITY LEAVE:

Article XVII, Sec 3 (rename Maternity - Paternity Leave)

Paragraph (a) add a new sentence after the first sentence: "A paternity leave of absence without pay to exceed six (6) months will be granted to provide care to a newly born or adopted child at least two weeks prior to his anticipated date of departure." (Rest of paragraph continues unchanged)

Paragraph (b) Add "/paternity" after maternity each time it occurs.

THIRD PARTY DOCTOR:

See Attached

DISPATCHER ASSIGNMENT:

The City shall have the right to reopen the contract on the matter of police officers assigned to Communications and their assignments at the point when City is ready to propose consolidation or other significant restructuring of the

dispatch function; neither the Association nor the City waive any rights with respect to existing staffing.

PAY DAY:

The City shall have the right to change the weekly pay day to Thursday, with one month's notice to the Association. At the same time the City will make direct deposit available to bargaining unit members for regular weekly pay. Direct deposit may be rescinded for employees with absences of greater than 30 days. The detail pay day shall change from Friday to Thursday at the same time the regular weekly pay day changes to Thursday.

Bridge Seniority:

Effective 7-1-91, bargaining unit members who leave the bargaining unit to accept a managerial or other non-bargaining unit position in the City will have their bargaining unit seniority frozen as of the date of accepting the non-bargaining unit position. Should the employee subsequently return to the bargaining unit position, seniority will commence again at the point it was frozen, with no seniority credit for time not spent in the bargaining unit.

LINE OF DUTY DEATH:

The City will provide up to $5,000 in financial support of facilities, transportation or other services to assist in post funeral memorial services for officers killed in the line of duty as a result of an assault or accident.

COURT TIME:

City proposal to pay overtime for appearance before the License Commission, deposition, or disciplinary hearings, when subpoenaed.

EDITORIAL CHANGES

Delete reference in contract to City Hall Assignment;

Change Police Chief reference to Dept. Head, wherever it appears;

Update organizational designation references in language;

Amend duration clause to reflect new term of three year agreement.

Except as identified herein, all other terms of the existing collective bargaining agreement shall be continued without change in the new agreement. Unless specifically addressed herein, all proposals of the parties are rejected. Unless otherwise stated herein, all changes will take effect upon the issuance of this award.

It is my hope that the foregoing award, which I believe fairly balances the important interests of each party, will facilitate a productive relationship between the City and the Association in their ongoing relationship.

Robert M. O'Brien

Robert M. O'Brien, Arbitrator

Dated: February 25, 1994

Basic Major Medical With Benefit Management

City of Cambridge

$1,000 Per Member/$2000 Per Family Calendar Year Deductible

Benefits are provided only when a covered service or supply is furnished by a provider having a payment agreement with us.

Hospitalization Benefits

80% Semiprivate Room, Board and Special Services

80% Usual & Customary Charges for Physicians' and Other Professional Providers' Services

- 60 days each calendar year in a general hospital (including admissions for mental disorders), chronic disease hospital or skilled nursing facility
- 60 days in each calendar year for psychiatric treatment, and a separate 30 days for alcoholism treatment, in a mental hospital, detoxification facility or alcohol and drug treatment facility
- Participating physicians' services including surgery, medical and obstetrical care, anesthesia and necessary consultations
- For dental admissions, general hospital charges are covered only when the patient's medical or dental condition requires hospitalization or treatment in a hospital surgical day care unit or ambulatory surgical facility. No benefits are provided for the services of a dentist or oral surgeon
- For maternity admissions, regular hospital and physician or nurse midwife services, including nursery charges

Out-of-Hospital Benefits

80% Coverage in Facilities

80% Usual & Customary Charges for Physicians' and Other Professional Providers' Services

- First treatment within three calendar days of an accident, including related X-rays and laboratory tests
- First treatment of a medical emergency
- Surgical services and related anesthesia
- Hemodialysis services
- Radiation therapy and X-ray therapy
- Pre-admission testing
- Approved cardiac rehabilitation services (up to 18 visits
- Most surgical services by a podiatrist

Psychiatric and Alcoholism Benefits

80% coverage up to $500 for each member each calendar year for psychiatric treatment and a separate $500 for alcoholism treatment in facilities or by mental health professionals

Diagnostic X-ray and Laboratory Services

80% coverage up to $1,000 per member, per calendar year for:

- Diagnostic X-rays and other imaging tests, including one routine baseline mammogram for a member age 35 through 39 and one routine mammogram in each calendar year for a member age 40 or older
- Diagnostic laboratory tests, including one routine Pap smear test in each calendar year

80% of Allowed Charges

- Up to 60 visits each calendar year for home health services by a visiting nurse association or coordinated home health care agency
- Ground ambulance services to or from a hospital for up to 100 miles
- Hospice services for a terminally ill member with a life expectancy of six months or less
- Physical therapy by a physical therapist
- Up to 20 visits in each calendar year for participating physicians' or community health center charges for:
  - Office visits for medical care (includes chiropractic visits)
  - Routine pediatric care services through age 18 (this benefit is not subject to the deductible):
    - 6 visits during the first year of life
    - 3 visits during the second year of life
    - 1 visit each calendar year age 2 through age 18
  - Up to $75 for a periodic routine adult physical or gynecological examination from age 19 (this benefit is not subject to the deductible or co-payment):
    - 1 every 5 years from 19-29
    - 1 every 3 years from 30-39
    - 1 every 2 years from 40-54
    - 1 each calendar year age 55 or older
- Certain special medical formulas as mandated by Massachusetts law

The Benefit Management Program

The Benefit Management Program helps eliminate unnecessary inpatient care and makes sure that health care is rendered in the most appropriate setting.

The Benefit Management Program consists of:

- Pre-admission Review of all non-emergency or non-maternity hospital admissions in the United States. You must call Blue Cross and Blue Shield at 1-800-634-2828 to have the admission approved in advance.
  If you do not comply with the Pre-admission Review requirement, you will be responsible for the first $1,000 of otherwise covered general hospital facility charges for each admission. If you are admitted to any other type of facility without pre-approval, no inpatient benefits will be provided.

- Mental Health 800™ for all admissions for psychiatric conditions including alcohol and substance abuse. Call 1-800-524-4010 to arrange for a face-to-face evaluation.
  If you do not obtain an evaluation and preapproval before being admitted to a mental hospital or alcoholism treatment facility, you will be responsible for all inpatient charges. If you are admitted to a general hospital without an evaluation and preapproval, you will be responsible for the first $1,000 of otherwise covered hospital charges for each admission.

- Emergency or Maternity Hospital Admission Notification so that Blue Cross and Blue Shield can monitor your care while your are hospitalized. Although Pre-admission Review is not required for emergency or maternity care, Blue Cross and Blue Shield must be notified within 24 hours of the admission.
  If Blue Cross and Blue Shield determines that an admission was not an emergency and you did not follow the Pre-admission Review or Mental Health 800 requirements, you will be responsible for the amounts described in those sections.

- Concurrent Review/Discharge Planning to monitor care while a you are hospitalized to make sure that continued hospitalization is medically necessary and to help get you home as soon as possible.

- Individual Case Management to arrange equally intensive but cost-effective care to critically ill or injured patients who would otherwise require highly skilled, lengthy inpatient hospital care.

Important—This flyer provides only a brief description of Basic Major Medical With Benefit Management. For a more detailed description, refer to the Subscriber Certificate and applicable riders.

General Information

More About the Deductible – If two or more members are injured due to a common accident, the total deductible described on the front of this flyer will not exceed $1,000. Covered expenses incurred in October, November or December, which are applied to the deductible, will be applied to the deductible for the following calendar year.

Once the member's deductible has been met, the plan pays 80% of allowed charges and the member pays 20%. When the member's 20% co-insurance payments equal $5,000 for an individual or $10,000 for all members covered under the same family membership, benefits for that member or that family will be provided at 100% of allowed charges for the rest of that calendar year. Co-insurance paid for outpatient psychiatric or alcoholism treatment does not count toward the member's out-of-pocket maximum. Also, any charges reduced or denied as a result of not following the requirements of the Benefit Management Program will not be applied to the member's deductible or out-of-pocket maximum. All benefits are subject to a $100,000 calendar year benefit maximum and a $250,000 lifetime maximum for each covered member.

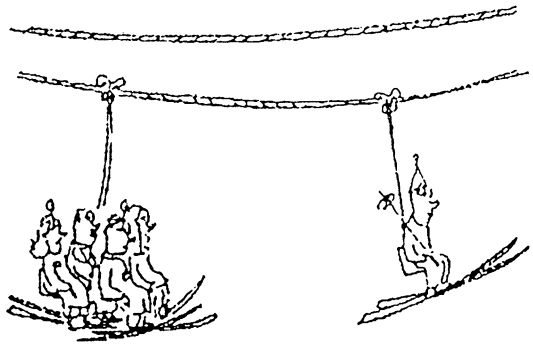
Memberships – An individual membership covers the subscriber only. A family membership covers the subscriber, spouse, all unmarried dependent children to age 19 and children of covered unmarried dependents. Unmarried dependent children who are full-time students are covered to age 25.

When Your Coverage Begins – New Blue Cross and Blue Shield members must wait 180 consecutive days before benefits are available, except for certain conditions that qualify for immediate benefits.

Coordination of Benefits – Coordination of Benefits is a way to make sure that payments from all insurance plans are not more than the total charge for covered services. Blue Cross and Blue Shield will check to determine if the patient has another plan which provides coverage for hospital, medical, dental or other health care services before coverage is provided.

Special Benefits – For the covered services of a physician outside of Massachusetts, an additional payment of 80% of the difference, if any, between the Blue Cross and Blue Shield usual and customary allowance and the physician's actual charge will be provided. The member is responsible for any balance after the Blue Cross and Blue Shield payment.

The HealthFlex Blue Plan 2 Guide to Benefits
for City of Cambridge Employees



Hope You'll Join Us

Introducing HealthFlex Blue Plan 2: The health care plan that offers you comprehensive benefits within the HMO Blue network of health care providers, with the freedom to go outside the network for medical services—and a membership card with the Blue Cross and Blue Shield symbols, recognized everywhere.

Your choices – within the network

First, you choose a primary care physician from the extensive listing of physicians who participate in the HMO Blue network. You may choose a different doctor for each member of your family—an internist, pediatrician or family practitioner. You may choose a primary care physician who practices in one of HMO Blue's multi-service health centers or in an office in the community.

Your primary care physician is part of a referral circle. A referral circle is a team of primary care physicians and specialists affiliated with a health center or hospital. If your primary care physician determines that you need to see a specialist, you'll be referred to an appropriate specialist within his or her referral circle. And, if you require hospitalization, your primary care physician will arrange the care you need. As long as your care is provided, arranged, or authorized by your primary care physician, your out-of-pocket expenses will be minimal.

If you need help finding a doctor, you may refer to the HMO Blue Directory of Providers or call Member Services toll-free at 1-800-368-6392 for assistance.

Your choices – outside the network

HealthFlex Blue Plan 2 also allows you to seek most care on your own or use health care providers outside the network. When you choose to seek care outside the network, some responsibility is yours. If you require hospitalization, you need to call the Member Services number before you're admitted (or within 48 hours of an emergency or maternity admission) to ensure maximum benefits.

Please be aware that your out-of-pocket costs are higher when you go outside the network for care and you have to follow the requirements of the Utilization Management Program.

- You pay a deductible each calendar year ($500* per member or $1,000* for all members covered under a family membership) before benefits are provided. Then, HealthFlex Blue Plan 2 pays a percentage of allowed charges, and you pay all charges in excess of the allowed charges (called "co-insurance") for covered services for providers who do not have payment agreements with HMO Blue. There is also a separate $500 deductible for mental health and substance abuse services.
- An out-of-pocket maximum protects you. When the money you've paid for your co-insurance equals $1,500* for a member in a calendar year ($2,000* for everyone covered by a family membership), then your benefits (or your family's benefits) are provided at 100% for the rest of that calendar year.
- Outside the network, HealthFlex Blue Plan 2 provides up to $1,000,000 in benefits in a lifetime for each member.

*For low income employees ($20,000 or under), different levels of co-insurance and deductibles may be available. Please see the Personnel Department for details.

Covered Services. The services described below are fully covered in-network (except chiropractor services) only when provided, arranged, or authorized by your HMO Blue network primary care physician. There are no waiting periods for any of these benefits.

COVERED SERVICES	YOUR COST IN-NETWORK	YOUR COST OUT-OF-NETWORK (after your deductible)
Outpatient Care		
Office visits	$2/$5 per visit**	20% co-insurance***
Well-baby care	$2/$5 per visit**	20% co-insurance***
Routine check-ups	$2/$5 per visit**	Not covered
Maternity care	No charge	20% co-insurance***
Allergy injections	No charge	20% co-insurance***
X-rays and laboratory tests	No charge	20% co-insurance***
Hearing and vision testing	$2/$5 per visit**	Not covered
Family planning	$2/$5 per visit**	20% co-insurance***
Infertility services	$2/$5 per visit**	20% co-insurance***
Short-term physical therapy	$2/$5 per visit**	20% co-insurance***
Chiropractor services	Not covered	50% co-insurance*** with a maximum of $500 per year per member
Inpatient Care		
Semiprivate room and board (unlimited number of days)	No charge	20% co-insurance***
Surgical services, X-rays and laboratory tests, anesthesia	No charge	20% co-insurance***
Drugs and medications	No charge	20% co-insurance***
Physicians' services	No charge	20% co-insurance***
Maternity care	No charge	20% co-insurance***
Intensive care services	No charge	20% co-insurance***
Mental Health and Substance Abuse		
Outpatient care for mental health	$2/$5** (visits 1-10) $15 (visits 11-20), up to 20 visits in a calendar year	$500 mental health deductible, 50% co-insurance*** with a maximum of $500 per year per member
Outpatient care for substance abuse	$2/$5** (visits 1-10) $15 (visits 11-20), up to 20 visits in a calendar year	Not covered
Inpatient mental health care	No charge (Up to 60 days per calendar year in a psychiatric hospital)	$500 mental health deductible, 20% co-insurance*** (no limit on the number of days)
Substance abuse rehabilitation	No charge (Up to 30 days per calendar year)	$500 mental health deductible—benefits are as follows: 1st Admission—no charge after deductible 2nd and 3rd Admissions—20% co-insurance*** after deductible Any subsequent admissions would not be covered.

COVERED SERVICES	YOUR COST IN-NETWORK	YOUR COST OUT-OF-NETWORK (after your deductible)
Skilled Nursing and Rehabilitative Care		
Care in a designated skilled nursing facility (up to 100 days per calendar year)	No charge	20% co-insurance*** (less any benefits provided in-network)
Care in a rehabilitation facility (up to 60 days per calendar year)	No charge	20% co-insurance*** (less any benefits provided in-network)
Additional Services		
Ambulance	No charge	20% co-insurance***
Limited oral surgery	$2/$5 per visit**	20% co-insurance***
Home health care agencies	No charge	20% co-insurance***
Emergency Room services	$25 co-payment (waived if admitted)	20% co-insurance***
Medical equipment (such as wheelchairs, crutches, hospital beds) and prosthetic devices	Covered up to a maximum of $1,500 per calendar year	20% co-insurance*** up to a maximum Plan payment of $1,500 per year (less any benefits provided in-network)
Wellness benefits, including special health events, an education-oriented newsletter, programs on smoking cessation, nutrition and preparation for childbirth	Nominal fee, varies by class	Not covered
Instant discounts on eyewear (frames, lenses, supplies) and discounts at over 100 sports and fitness clubs	Discount varies	Discount varies
Prescription Drug Benefit		
At HMO Blue health center pharmacies: Up to a one-month supply—generic or brand name (for members whose primary care physicians are based at the health center)	$2 per prescription or refill	Not covered
At all other HMO Blue network participating pharmacies: Up to a one-month supply—generic or brand name	$5 per prescription or refill for generic $10 per prescription or refill for brand name	Not covered

** The co-payment for a covered in-network visit to an HMO Blue health center is $2; the co-payment for a covered in-network visit to a participating HMO Blue provider at any other location is $5.

*** In addition to your deductible and the co-insurance, you will be responsible for charges in excess of the allowed charges for covered services for providers who do not have payment agreements with HMO Blue.

Note: HealthFlex Blue Plan 2 covers your unmarried dependent children until age 19 or until age 25 if they are full-time students.

This chart gives an overview of your HealthFlex Blue Plan 2 benefits. The 'HealthFlex Blue Plan 2 Summary Plan Description for City of Cambridge Employees' issued by the City spells out your coverage in detail. Should any questions arise concerning benefits, the Summary Plan Description will govern. Some of the services we don't cover are: custodial care, cosmetic surgery, eyeglasses, contact lenses, hearing aids, dental care, and any services covered by Workers' Compensation, Third-Party Liability or Coordination of Benefits.

Emergency Care Away From Home

Within the network. If you are traveling and need emergency medical care, you are covered in-network as long as you call the Plan within 48 hours of your treatment (or on the next business day). You are covered for all Emergency Room services with a $25 co-payment, which is waived if you are admitted to the hospital. If you are treated for an injury or unexpected illness in a physician's office, your co-payment is $2/$5** per visit.

Outside the network. If you seek emergency care while traveling and you call the Plan within 48 hours (or the next business day), then your care will be covered at the in-network level. If you seek emergency care and you choose not to notify the Plan, then your treatment is covered at the out-of-network level (HealthFlex Blue Plan 2 pays 80% of allowed charges; you pay all other charges for covered services for providers who do not have payment agreements with HMO Blue).

If you have questions. Please call Member Services toll-free at **1-800-368-6392.**

HealthFlex blue

A NEW WAY OF CARING

Printed at Blue Cross and Blue Shield of Massachusetts.

SP-2369D(7/93) 7.5C

16.

CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139
TEL. 349-4300
FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

March 1, 1994

To The Honorable, The City Council:

Attached please find a copy of the Arbitrator's Award, in the matter involving the City of Cambridge and the Cambridge Police Patrol Officer's Association. The City and the Association, after several face to face meetings last month, agreed to an expedited arbitration process to facilitate resolution of the labor contract between the parties. This award represents the Arbitrator's decision concerning how this matter should be resolved. It represents a reasonable compromise of the positions of the parties on various issues in dispute. I believe this award presents a solid foundation on which to build continuing cooperation, for the betterment of services to residents and visitors to our City, at a reasonable cost. I strongly urge you to accept this award, and provide the funding for its implementation, pursuant to Chapter 589 of the Acts of 1987. The total appropriation necessary to fund this award, beyond funds already included in the FY 94 budget, is $1,050,000, which I recommend be appropriated from free cash.

Very truly yours,

Robert W. Healy
City Manager

F-89

Cosennt Agenda #16

Transmitting comm. from R.W. Healy relative to the Arbitrastor's Award in the matter of involving the City of Cambridge and the Cambridge Patrol Officers Association.

In City Council March 7, 1994

Order adopted
9-0-0