

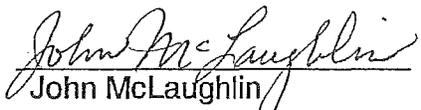
12-MED-05-0525A
AC

Memorandum of Understanding
Between the Cuyahoga County Board of Developmental Disabilities (CCBDD) and
Association of Cuyahoga County Employees of Special Students (ACCESS)

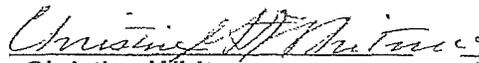
Whereas the Cuyahoga County Board of Developmental Disabilities (CCBDD) and the Association of Cuyahoga County Employees of Special Students have mutually agreed to extend the current terms and conditions of the collective bargaining agreement until December 31, 2016.

The following will be the only terms and conditions modified:

1. The contract term will be extended from September 1, 2015 – December 31, 2016.
2. Article 67 - **Salary Increases and Additional Hours Compensation**. The employees covered by this collective bargaining agreement will receive a pay increase of 2.5% effective January 1, 2016. This will apply to employees who have worked at least 90 days in the previous calendar year.
3. Article 66 – **Salary Ranges** will be modified to increase salary ranges by 2.5% effective January 1, 2016.
4. Article 68 – **Retirement Incentives** will be modified to award a one-time bonus of \$8,000 to 7 individuals retiring on December 31, 2014 and a one-time \$10,000 bonus to as many as 5 individuals retiring on July 1, 2015. The notice requirement for the July 1, 2015 bonuses will be January 15, 2015. The parties will renegotiate this provision for the July 1, 2016 bonus.
5. All other provisions of the 2012 – 2014 collective bargaining agreement including sideletters of agreements remain in full force and effect unless modified in writing by the parties.


John McLaughlin
CCBDD

11/12/14
Date


Christine Whitmore
ACCESS

11/11/14
Date



IRB INTERNAL OFFICE USE ONLY: Employer # _____ Contract # _____

Revised

02-07-14
12-MED-05-0525A
0555-01
K29379

Contract Data Summary Sheet

Employer Name: CUYAHOGA COUNTY BOARD OF DD County: CUYAHOGA

BU: MU Union: OEA Local: ACCESS

~~★~~

Start Date: 09/01/12 End Date: 08/31/15 → 12-31-2016

WAGE:

Aft. Dif.: \$ ____ / ____ %

Eve. Dif.: \$ ____ / ____ %

Rank. Dif. (Y) ____

Haz. Pay: ____ / ____ %

Ret. Pick-up: ____ %

COLA: (Y) N

ED. Incent: (Y) N

Furlough: (Y) N

Ret. Incentive: (Y) N

Field Trip Rate: \$ ____

EMT Pay: \$ ____

Type: ____

Paramedic Pay: \$ ____

Type: ____

ALLOWANCES:

Uniform: (P/V) P 50

Amt: \$ 500.00

Cleaning: (P) ____

Amt: \$ ____

Tools: (P) See above 50

Amt: \$ ____

Shoes: \$ See above 50

Mileage: (IRS Rate) 47

Other: \$ ____

Firearm Prof.: ____

Freq: ____

Parking: (Y) N

Tuition: (Y) Y 41

VACATION 31

0-7 Years 10 Days

8 - 14 Years 15 Days

15-24 Years 20 Days

25+ Years 25 Days

____ Years ____ Days

Hol/Voc Combo: ____

LONGEVITY **PAGE:** ____

(Years) (Amt.) (%) (Type)

PAID LEAVE:

Holidays: 17 27

Personal Days: 3 37

Birthday: (Y) N ____

Injury Leave: / ____

Assault Leave: Y / 5 36

Union Leave: (Y) Y 12

Holiday Pay: \$ ____

Fatal Force: (Y) N ____

SICK BEREAVEMENT LEAVE:

Sick Days/Year: 12/9 32

Max Sick: / ____

Attendance Bonus: (Y) Y 30

Bank/Donated Time: (Y) Y 34

Bereavement Leave: ____

Sick: 5 33

Funeral: ____

Other: (Y) ____

INSURANCE: * **SEE ATTACHED **

	Single	Family
Employer Amount:	\$ ____	\$ ____
Employee Amount	\$ ____	\$ ____
Employer %:	____	____
Employee %:	____	____
Employer Cap: (Y)	____	____
Employee Cap: (Y)	____	____
Ann. Deductible:	\$ ____	\$ ____
Co-Payment %:	____	____

*Please use another INSURANCE form if there are changes to insurance in each contract year.

INSURANCE (cont.) **PAGE:** ____

Out-of-Pocket Max: \$ ____ \$ ____

Cover Buy-Out: \$ ____ \$ ____

Traditional: (Y) ____

Managed Care: (Y) ____

Type: (Y) ____

HMO: ____ Type: ____

PPO: ____

Self Funded: ____

Partial Self-Funded: ____

Consortium: ____

Liability: (Y) ____

Section 125: (Y) ____

Enrollment Fee: \$ ____

Other: (Y) ____

Prescriptions: (Y) ____

Brand Name (Formulary) \$ ____

Generic: \$ ____

Dental: (Y) Y

Optical: (Y) Y

Life Ins. Amt.: \$ 40,000

Accidental D and D: (Y) Y

Health and Welfare: ____

Cap Overage Formula: (Y) ____

Health Care Committee: (Y) ____

Coordination of Benefites: (Y) ____

Major Medical: (Y) ____

Comprehensive Major Medical: (Y) ____

INSURANCE ARTICLE IS ATTACHED.

HOURS OF WORK PAGE

Comp Time Max: 200Hrs 24
 Flex Time: (Y) Y 2
 Call In: (Y) Y Hrs 26
 Court: (Y) Y Hrs 37
 Stand By: (Y) _____
 Report In: (Y) _____ Hrs _____
 Meal Time: _____ Min _____
 Rest Break 1 / 15 Min 26
 Overtime Cycle: _____ / _____

SENIORITY AND ARBITRATION

Prob. Period: Y 12 2 years or
 6 months
 Shift: (Y) _____
 Recall Years: 2 19
 Super Seniority (Y) N
 Arb: (Y) Y 8
 Type: F/B 9
 Cost (E/L/O): E 9
 Mediation Step: (Y) N

OTHER

Fairshare: (Y) Y 52
 Residency: (Y) N
 Drug Test: (Y) Y RS 49
 Fitness Std.: (Y) N
 Sub-Contract: (Y) Y, WL 18
 Min Staff: (Y) N
 Successor/Priv.: (Y) N
 MAD: (Y) _____ Y Various

WAGE INCREASE ACROSS BOARD PAGE: 61

Date of Increase 09/01 / 12
 Percent: 2 %
 Hourly: \$ _____
 Annual: \$ _____
 Lump Sum: \$ _____
 Wage Reopener: (Y) _____
 Comments: See Article 67 for details
 Date of Increase 01/01 / 13
 Percent: 1 % Paid in lump Sum
 Hourly: \$ _____
 Annual: \$ _____
 Lump Sum: \$ 1500.00 Additional Hours Compensation
 Wage Reopener: (Y) _____
 Comments: See Article 67 for details
 Date of Increase 01/01 / 14
 Percent: 2 %
 Hourly: \$ _____
 Annual: \$ _____
 Lump Sum: \$ _____
 Wage Reopener: (Y) _____
 Comments: _____
 Date of Increase 01/01 / 15
 Percent: 2 %
 Hourly: \$ _____
 Annual: \$ _____
 Lump Sum: \$ _____
 Wage Reopener: (Y) _____
 Comments: _____

* 01-01-16
 2.5%

BENCHMARKS PAGE: _____

Adaptive Computer Specialist, Developmental Specialists, Early Childhood Interv. Spec., MOVE Training Spec.,

Job Title School-age Interv. Spec., and Sign Language Interpreter
 09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date	____/____/____	____/____/____	____/____/____	____/____/____
	BA DEGREE	MA DEGREE		
Entry	\$ <u>45,000</u>	\$ <u>50,000</u>	\$ _____	\$ _____
Top	\$ <u>76,318</u>	\$ <u>85,040</u>	\$ _____	\$ _____

Year 1 & 2 - Year 3	
Work Week:	<u>35</u> - <u>36.26</u>
Hrs/Day:	<u>7</u> - <u>7.25</u>
Days/Yr:	<u>12 Months</u>
# Steps:	<u>0</u>
# Steps:	<u>0</u>
Step Yrs:	<u>0</u>

Job Title Occupational Therapist and Speech-Language Pathologist
 09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date	____/____/____	____/____/____	____/____/____	____/____/____
	BA DEGREE	MA DEGREE		
Entry	\$ <u>52,000</u>	\$ <u>56,000</u>	\$ _____	\$ _____
Top	\$ <u>76,318</u>	\$ <u>85,040</u>	\$ _____	\$ _____

Year 1 & 2 - Year 3	
Work Week:	<u>35</u> - <u>36.25</u>
Hrs/Day:	<u>7</u> - <u>7.25</u>
Days/Yr:	<u>12 Months</u>
# Steps:	<u>0</u>
# Steps:	<u>0</u>
Step Yrs:	<u>0</u>

Job Title Physical Therapist
 09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date	____/____/____	____/____/____	____/____/____	____/____/____
	BA DEGREE	MA DEGREE	PH.D.	
Entry	\$ <u>52,000</u>	\$ <u>56,000</u>	\$ <u>60,000</u>	\$ _____
Top	\$ <u>76,318</u>	\$ <u>85,040</u>	\$ <u>90,000</u>	\$ _____

Year 1 & 2 - Year 3	
Work Week:	<u>35</u> - <u>36.25</u>
Hrs/Day:	<u>7</u> - <u>7.25</u>
Days/Yr:	<u>12 Months</u>
# Steps:	<u>0</u>
# Steps:	<u>0</u>
Step Yrs:	<u>0</u>

Job Title Certified OT Assistant and Licensed PT Assistant
 09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date	____/____/____	____/____/____	____/____/____	____/____/____
Entry	\$ <u>45,000</u>	\$ _____	\$ _____	\$ _____
Top	\$ <u>66,000</u>	\$ _____	\$ _____	\$ _____

Year 1 & 2 - Year 3	
Work Week:	<u>35</u> - <u>36.25</u>
Hrs/Day:	<u>7</u> - <u>7.25</u>
Days/Yr:	<u>12 Months</u>
# Steps:	<u>0</u>
# Steps:	<u>0</u>
Step Yrs:	<u>0</u>

Job Title Administrative Assistants and Equipment Assistants
 09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date	____/____/____	____/____/____	____/____/____	____/____/____
Entry	\$ <u>36,000</u>	\$ _____	\$ _____	\$ _____
Top	\$ <u>56,000</u>	\$ _____	\$ _____	\$ _____

Year 1 & 2 - Year 3	
Work Week:	<u>35</u> - <u>36.25</u>
Hrs/Day:	<u>7</u> - <u>7.25</u>
Days/Yr:	<u>12 Months</u>
# Steps:	<u>0</u>
# Steps:	<u>0</u>
Step Yrs:	<u>0</u>

BENCHMARKS PAGE: _____

Job Title Repairpersons and Custodian/Repairpersons
09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date / / / / / / / /

Entry \$ 52,000 \$ _____ \$ _____ \$ _____
 66,000

Top \$ _____ \$ _____ \$ _____ \$ _____

Work Week: 40 hours
Hrs/Day: 8
Days/Yr: 12 Months
Steps: 0
Steps: 0
Step Yrs: 0

Job Title Full-time Custodians
09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date / / / / / / / /

Entry \$ 42,000 \$ _____ \$ _____ \$ _____
 50,000

Top \$ _____ \$ _____ \$ _____ \$ _____

Work Week: 40 hours
Hrs/Day: 8
Days/Yr: 12 Months
Steps: 0
Steps: 0
Step Yrs: 0

Job Title Part-time Custodians
09/01/2012 through 08/31/2015 (all 3 years of the contract)

Date / / / / / / / /

Entry \$ 21,000 \$ _____ \$ _____ \$ _____
 25,000

Top \$ _____ \$ _____ \$ _____ \$ _____

Work Week: 20 hours
Hrs/Day: 4
Days/Yr: 12 months
Steps: 0
Steps: 0
Step Yrs: 0

Job Title _____

Date / / / / / / / /

Entry \$ _____ \$ _____ \$ _____ \$ _____

Top \$ _____ \$ _____ \$ _____ \$ _____

Work Week: _____
Hrs/Day: _____
Days/Yr: _____
Steps: _____
Steps: _____
Step Yrs: _____

Job Title _____

Date / / / / / / / /

Entry \$ _____ \$ _____ \$ _____ \$ _____

Top \$ _____ \$ _____ \$ _____ \$ _____

Work Week: _____
Hrs/Day: _____
Days/Yr: _____
Steps: _____
Steps: _____
Step Yrs: _____

ARTICLE 64. Insurance

A. Health Care

The CCBDD will provide basic health care coverage, single or family, for full-time staff members. Staff members will have the following options during the open enrollment period, which will occur in November of each year:

1. HMO Plan. The Kaiser HMO Plan, which includes the following general specifications:
 - a. Office visits (for physical exams, allergy testing, well-child care, hearing tests, outpatient surgery, specialty care, vision exams through affiliated providers, physical, speech, and/or occupational therapy): \$15 co-pay (limit of 2 months or 30 visits per therapy).
 - b. Emergency room visit: \$50 co-pay (fee waived if admitted); \$100 effective January 1, 2014.
 - c. Ambulance services: \$50 co-pay; \$100 effective January 1, 2014.
 - d. Mental health outpatient: \$15 co-pay (20 visit maximum).
 - e. Group therapy visits: \$7.50 co-pay (1 counted as ½ visit towards 20 visit maximum).
 - f. Hospital inpatient care at Kaiser facility: no charge.
 - g. Detoxification in a general hospital: no charge.
 - h. Detoxification in a non-plan facility: no charge (limit of 1 visit per year).
 - i. Outpatient visits for detoxification and individual therapy: \$15 co-pay; group therapy: \$7.50 co-pay.
 - j. Home health services, hospice home care/respice care: no charge.
 - k. Skilled care in a skilled nursing facility: no charge (limit of 100 days per year).
 - l. Infertility services: 30% co-pay.
 - m. Covered prescription drugs: \$10 co-pay (31 day supply).
 - n. Durable medical equipment: no charge.

The above benefits are subject to the rules and regulations of the Kaiser Permanente Medical Group Insurance.
2. PPO Plan. The Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organizations (PPO). The CCBDD may change the specifications to the following limits:
 - a. In-Network:
 - 1) Deductible: \$200 single/\$400 family.
As of January 1, 2014: \$300 single/\$600 family.
 - 2) Coinsurance: 90%; staff member pays 10%.
 - 3) Out-of-pocket co-insurance maximum: \$750 single/ \$1,500 family.
As of January 1, 2014: \$1,000 single/\$2,000 family.
 - 4) Office visits and urgent care visits: \$20 co-pay.
 - 5) Emergency room: \$50 co-pay (waived if admitted).
As of January 1, 2014: \$100 co-pay.

b. Out-of-Network:

- 1) Deductible: \$1,000 single/\$2,000 family.
As of January 1, 2014: \$1250 single/\$2,500 family.
- 2) Coinsurance: 70%; staff member pays 30%.
- 3) Out-of-pocket coinsurance maximum: \$2,000 single/\$4,000 family.
As of January 1, 2014: \$2,500 single/\$5,000 family.
- 4) Office visits and urgent care visits: \$20 co-pay.
- 5) Emergency room: \$50 co-pay (waived if admitted).
As of January 1, 2014: \$100 co-pay.

c. Prescription Drugs:

- 1) Generic drugs: \$10 co-pay (30-day supply).
- 2) Formulary brand-name drugs: \$30 co-pay.
As of January 1, 2014: \$32.50 co-pay.
- 3) Non-formulary brand-name drugs: \$60 co-pay.
As of January 1, 2014: \$65 co-pay.

d. Mail-Order Prescription Drugs:

- 1) Generic drugs: \$20 co-pay for 90-day supply.
- 2) Formulary brand-name drugs: \$60 co-pay for 90-day supply.
As of January 1, 2014: \$65 co-pay for 90-day supply
- 3) Non-formulary brand-name drugs: \$120 co-pay for 90-day supply.
As of January 1, 2014: \$130 co-pay.

Any co-payment for a 30-day supply of a maintenance prescription drug will be doubled upon the fourth 30-day refill of the drug (for example, \$10 co-pay for generic drug will be doubled to \$20), except for controlled substance drugs.

The above benefits are subject to the rules and regulations of the PPO insurance plan provider.

3. Metro Plus Plan: The Metro Plus Plan may be offered effective January 1, 2014. The benefits offered by the Metro Plus Plan will be announced prior to the open enrollment prior to the initial year. The CCBDD may pay an incentive of up to \$750 for staff members who enroll in the Metro Plus Plan.

4. The CCBDD will pay the premium cost of basic health care in the staff member's second consecutive full month of employment and thereafter. The staff member will pay the following:

a. Effective January 1, 2013:

- 1) HMO Plan: \$19 per pay period for single plan
\$57 per pay period for family plan
- 2) PPO Plan: \$21 per pay period for single plan
\$63 per pay period for family plan

b. Effective January 1, 2014:

- 1) HMO Plan: \$25 per pay period for single plan
\$75 per pay period for family plan
- 2) PPO Plan: \$28 per pay period for single plan
\$84 per pay period for family plan

c. Effective January 1, 2015:

Staff members with single plans will pay 11% of the premium cost.
Staff members with family plans will pay 12.5% of the premium cost.

5. The CCBDD will provide a Chapter 125 Plan (flexible savings account).
6. In the event that the CCBDD employs both spouses, only one spouse may have family basic health care coverage or each spouse may have single coverage.
7. Opt Out Incentive: Each eligible staff member who provides documentation of other health care coverage, and does not enroll in any group health coverage will be paid an annual increment of \$1,500 if employed full-time. In the event that the staff member needs to re-enroll due to the loss of other health care insurance coverage, a proportionate amount of the increment must be repaid to the CCBDD prior to re-enrollment. If a staff member resigns within one year of payment, a proportionate amount will be deducted from the final paycheck. As of January 1, 2011, staff members whose spouse is employed by CCBDD are not eligible for this opt-out incentive.

B. Dental Insurance. The CCBDD will provide dental insurance coverage, single or family, to all full-time staff members as follows:

1. Maximum benefits per covered person: \$4,000/year
2. Maximum orthodontic benefits per covered child (to age nineteen): \$2,000/lifetime
3. Co-Insurance amounts:
 - a. Diagnostic and Preventative Services: 100% UCR
 - b. Routine Dental Services: 80% UCR
 - c. Major Dental Services: 50% UCR
 - d. Orthodontic Services: 50% UCR
4. In the event that the CCBDD employs both spouses, only one spouse may have a dental plan.

C. Life Insurance: The CCBDD will provide \$40,000 in Life, Accidental Death and Disability Insurance, to each full-time staff member.

D. Vision Plan: A vision plan with the specifications of the current plan will be provided. In the

event that CCBDD employs both spouses, only one spouse may have a vision plan.

E. Part-time Staff Coverage

1. Permanent, part-time staff members will be given life insurance and one of the following options:

<u>Work Year</u>	<u>CCBDD</u>
At least 50% of available work hours in their positions.	60% of medical, dental & vision -or- 0% medical and 100% dental & vision

2. For purposes of the health care benefits, staff members working at least 88% of available work hours for their position will be provided health care benefits of full-time employment, per Article 24. Days and Hours, Article 25. School-Age Satellite Program, and Article 26. Operations Department.

F. Paid Coverage during Leaves of Absence: The CCBDD will provide up to three months of paid health benefits to a staff member on an unpaid leave of absence, if the staff member, spouse, or dependent(s) has been hospitalized at least two days within the past 90 days and the leave is related to the hospitalization or otherwise qualifies for FMLA leave. A staff member may benefit from this provision only once per year.

G. Change of Carrier(s): The CCBDD may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services will not be less than provided by the present carrier(s) as of the effective date of this Agreement. The CCBDD will provide one copy of each signed contract and policy entered into between the CCBDD and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of the existing contracts will be provided to the Association within one week of ratification of this Agreement by both parties. The Association will be notified 30 days in advance of any change in carrier(s) and will be provided copies of any contracts subsequently entered into by the CCBDD within one week after they are received by the CCBDD.

H. Administrative Offset

1. If a staff member is covered with a family medical plan, but is only eligible for a single plan, and has not informed the CCBDD or its vendor within 30 days of the loss of the dependent, the staff member will be responsible for repayment of the excess costs incurred by CCBDD. The offset may be accomplished by salary reduction, if the employee chooses this option.

2. The CCBDD may have a positive reenrollment once during the term of this contract. Staff members will be required to provide proof of dependent eligibility.