

12-MED-10-1240

1199-SA

Memo of Understanding  
Between the Cuyahoga County Board of Developmental Disabilities (CCBDD)  
and SEIU District 1199 WV/KY/OH Services and Support Administration (SEIU)

Whereas the Cuyahoga County Board of Developmental Disabilities (CCBDD) and the Service Employees International Union, District 1199, WV/KY/OH, The Health Care and Social Services Union (SEIU) have mutually agreed to extend the current terms and conditions of the collective bargaining agreement until December 31, 2017.

The following will be the only terms and conditions modified:

1. The contract term will be extended from January 1, 2016-December 31, 2017.
2. Article 34. Wages will be modified so that the employees covered by this collective bargaining agreement will receive a pay increase of 2.5% effective January 1, 2016 and 2.5% effective January 1, 2017. This will apply to employees who have worked at least 90 days in the previous calendar year.
3. Article 20. Attendance Incentive Bonuses will be modified to change the attendance periods from 13 periods/year to 12 periods/year (based upon each month of the year) where a bonus of \$50 can be earned. This will increase the end of the year perfect attendance bonus from \$100 to \$150.
4. Article 38. Early Retirement Incentive Program will be modified to award a one-time incentive bonus of \$10,000 for up to five employees per year who follow the parameters outlined in the current agreement.
5. Article 22. Medical Leaves of Absence will be modified so that the CCBDD will provide Extended Parental Leave to bargaining unit members, subject to the following provisions:
  - a. Extended parental leave will be accessed after all vacation, personal, and comp time leaves, and all disability pay are exhausted. The limit for extended parental leave is 8 weeks. Extended parental leave will be paid at 70% of the staff member's daily rate to a limit of \$800 per week.
  - b. A staff member utilizing extended parental leave will not earn paid time off benefits (sick leave, vacation leave, etc.) during the extended parental leave time period.
  - c. Extended parental leave expenditures by the CCBDD will not count towards the limits of Article 36 Disability Pay, Section 2C.

- d. The overall limit of paid time off due to the normal parental leave (6-week physician statement plus up to 8 weeks of additional parental leave) will be 14 weeks. If, however, a parental leave involves a physician's statement that indicates no work in excess of 6 weeks, that additional time may be compensated as disability pay and the staff member may still be eligible for up to 8 weeks of extended parental leave.

All other terms and conditions not expressly modified herein this document remain in full force and effect.



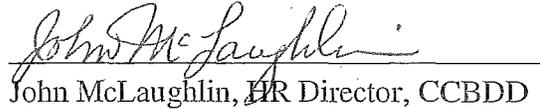
Becky Williams, President, SEIU



Kelly Petty, Superintendent, CCBDD



Judy Hanna, Administrative Organizer,  
SEIU



John McLaughlin, HR Director, CCBDD

Date: 11/2/15

FOR SERB INTERNAL OFFICE USE ONLY: Employer # \_\_\_\_\_ Contract # \_\_\_\_\_

Contract Data Summary Sheet

Employer Name: The Cuyahoga County Board of Developmental Disabilities County: Cuyahoga

BU: SEIU Union: The Healthcare and So Local: 1199



Start Date: 01 / 01 / 2016 End Date: 12 / 31 / 2015

Handwritten arrow pointing to 12-31-2017

<b>WAGE:</b>	<b>PAGE:</b>	<b>LONGEVITY</b>	<b>PAGE:</b>	<b>INSURANCE (cont.)</b>	<b>PAGE:</b>
Aft. Dif.: \$ ____ / ____ %	_____	(Years) (Amt.) (%) (Type)		Out-of-Pocket Max: \$ ____ \$ ____	
Eve. Dif.: \$ ____ / ____ %	_____	_____	_____	Cover Buy-Out: \$ ____ \$ ____	
Rank. Dif. (Y) _____	_____	_____	_____	Traditional: (Y) _____	
Haz. Pay: ____ / ____ %	_____	_____	_____	Managed Care: (Y) _____	
Retirement Pick-up: ____ %	_____	_____	_____	Type: (Y) _____	
Cost Of Living Adjust. (Y) _____	_____	_____	_____	HMO: _____ Type: _____	
ED. Incent: (Y) _____	_____	_____	_____	PPO: _____	
Furlough: (Y) _____	_____	_____	_____	Self Funded: _____	
Ret. Incentive: (Y) <u>Y</u>	<u>36</u>			Partial Self-Funded: _____	
Field Trip Rate: \$ _____	_____	<b>PAID LEAVE:</b>		Consortium: _____	
EMT Pay: \$ _____	_____	Holidays: <u>16</u>	<u>26</u>	Liability: (Y) _____	
Type: _____	_____	Personal Days: <u>3</u>	<u>26</u>	Section 125: (Y) _____	
Paramedic Pay: \$ _____	_____	Birthday: (Y) <u>N</u>	_____	Enrollment Fee: \$ _____	
Type: _____	_____	Injury Leave: ____ / ____	_____	Other: (Y) _____	
		Assault Leave: ____ / ____	<u>25</u>	Prescriptions: (Y) _____	
<b>ALLOWANCES:</b>		Union Leave: (Y) <u>Y</u>	<u>5</u>	Brand Name (Formulary) \$ _____	
Uniform: (P/V) _____	_____	Holiday Pay: \$ _____	<u>26</u>	Generic: \$ _____	
Amt: \$ _____	_____	Fatal Force: (Y) _____	_____	Dental: (Y) _____	
Cleaning: (P) _____	_____	<b>SICK BEREAVEMENT LEAVE:</b>		Optical: (Y) _____	
Amt: \$ _____	_____	Sick Days/Year: <u>9/11</u>	<u>36</u>	Life Ins. Amt.: \$ _____	
Tools: (P) _____	_____	Max Sick: ____ / ____	_____	Accidental D and D: (Y) _____	
Amt: \$ _____	_____	Attendance Bonus: (Y) <u>Y</u>	<u>28</u>	Health and Welfare: _____	
Shoes: \$ _____	_____	Bank/Donated Time: (Y) _____	<u>37</u>	Cap Overage Formula: (Y) _____	
Mileage: ( IRS Rate) <u>Y</u>	<u>36</u>	Bereavement Leave:	_____	Health Care Committee: (Y) _____	
Other: \$ _____	_____	Sick: <u>5</u>	<u>36</u>	Coordination of Benefites: (Y) _____	
Firearm Prof.: _____	_____	Funeral: _____	_____	Major Medical: (Y) _____	
Freq: _____	_____	Other: (Y) _____	_____	Comprehensive Major Medical: (Y) _____	
Parking: (Y) <u>Y</u>	<u>40</u>				
Tuition: (Y) <u>Y</u>	<u>37</u>				
		<b>INSURANCE: *</b>	<b>**See</b>		
<b>VACATION</b>	<u>18</u>	Single	Family		
<u>0-7</u> Years <u>11</u> Days		Employer Amount: \$ ____ \$ ____			
<u>8-14</u> Years <u>16</u> Days		Employee Amount \$ ____ \$ ____			
<u>15-24</u> Years <u>21</u> Days		Employer %: _____			
<u>25+</u> Years <u>26</u> Days		Employee %: _____			
____ Years ____ Days		Employer Cap: (Y) _____			
____ Years ____ Days		Employee Cap: (Y) _____			
____ Years ____ Days		Ann. Deductible: \$ ____ \$ ____			
____ Years ____ Days		Co-Payment %: _____			

Hol/Voc Combo: \_\_\_\_\_

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

**HOURS OF WORK**

Comp Time Max: 200 Hrs 16

Flex Time: (Y) Y 15

Call In: (Y) \_\_\_\_\_ Hrs \_\_\_\_\_

Court: (Y) Y \_\_\_\_\_ Hrs 39

Stand By: (Y) \_\_\_\_\_

Report In: (Y) \_\_\_\_\_ Hrs \_\_\_\_\_

Paid Meal Time: \_\_\_\_\_ Min \_\_\_\_\_

Paid Rest Break \_\_\_\_\_/\_\_\_\_\_ Min \_\_\_\_\_

Overtime Cycle: \_\_\_\_\_/\_\_\_\_\_

**SENIORITY AND ARBITRATION**

Prob. Period: 210 days 11

Seniority Shift Preference: (Y) \_\_\_\_\_

Recall Years: 2 14

Union Officer Super Seniority (Y) \_\_\_\_\_

Arb: (Y) Y 7

Type: f/b 7

Cost (E/L/O): E/L 7

Mediation Step: (Y) Y 712

**OTHER**

Fairshare: (Y) Y 4

Residency: (Y) N \_\_\_\_\_

Drug Test: (Y) \_\_\_\_\_

Fitness Std.: (Y) \_\_\_\_\_

Sub-Contract: (Y) \_\_\_\_\_

Min Staff: (Y) \_\_\_\_\_

Successor/Priv.: (Y) \_\_\_\_\_

MAD: (Y) Y 4

**WAGE INCREASE ACROSS BOARD** PAGE: 48

Date of Increase 01 / 01 / 2013

Percent: 2.0 %

Hourly: \$ \_\_\_\_\_

Annual: \$ \_\_\_\_\_

Lump Sum: \$ \_\_\_\_\_

Wage Reopener: (Y) \_\_\_\_\_

Comments: \_\_\_\_\_

Date of Increase 01 / 01 / 2014

Percent: 2.0 %

Hourly: \$ \_\_\_\_\_

Annual: \$ \_\_\_\_\_

Lump Sum: \$ \_\_\_\_\_

Wage Reopener: (Y) \_\_\_\_\_

Comments: \_\_\_\_\_

Date of Increase 01 / 01 / 2015

Percent: 2.5 %

Hourly: \$ \_\_\_\_\_

Annual: \$ \_\_\_\_\_

Lump Sum: \$ \_\_\_\_\_

Wage Reopener: (Y) \_\_\_\_\_

Comments: \_\_\_\_\_

Date of Increase 01,01, 2016 \*

Percent: 2.5 %

Hourly: \$ \_\_\_\_\_

Annual: \$ \_\_\_\_\_

Lump Sum: \$ \_\_\_\_\_

Wage Reopener: (Y) \_\_\_\_\_

Comments: \_\_\_\_\_

01-01-2017 \*

2.5%

**BENCHMARKS PAGE: \_\_\_\_\_**

Job Title Support Administrator

Date	___/___/___	___/___/___	___/___/___	___/___/___
Entry	\$ <u>47,374</u>	\$ <u>47,848</u>	\$ <u>48,326</u>	\$ _____
Top	\$ <u>85,040</u>	\$ <u>85,040</u>	\$ <u>86,741</u>	\$ _____

Work Week: 37.5  
 Hrs/Day: 5  
 Days/Yr: \_\_\_\_\_  
 # Steps: \_\_\_\_\_  
 Step Yrs: \_\_\_\_\_

Job Title MUI Investigators

Date	___/___/___	___/___/___	___/___/___	___/___/___
Entry	\$ <u>47,374</u>	\$ <u>47,848</u>	\$ <u>48,326</u>	\$ _____
Top	\$ <u>85,040</u>	\$ <u>85,040</u>	\$ <u>86,741</u>	\$ _____

Work Week: 37.5  
 Hrs/Day: 5  
 Days/Yr: \_\_\_\_\_  
 # Steps: \_\_\_\_\_  
 Step Yrs: \_\_\_\_\_

Job Title Forensic Liaisons

Date	___/___/___	___/___/___	___/___/___	___/___/___
Entry	\$ <u>47,374</u>	\$ <u>47,848</u>	\$ <u>48,326</u>	\$ _____
Top	\$ <u>85,040</u>	\$ <u>85,040</u>	\$ <u>86,741</u>	\$ _____

Work Week: 37.5  
 Hrs/Day: 5  
 Days/Yr: \_\_\_\_\_  
 # Steps: \_\_\_\_\_  
 Step Yrs: \_\_\_\_\_

Job Title \_\_\_\_\_

Date	___/___/___	___/___/___	___/___/___	___/___/___
Entry	\$ _____	\$ _____	\$ _____	\$ _____
Top	\$ _____	\$ _____	\$ _____	\$ _____

Work Week: \_\_\_\_\_  
 Hrs/Day: \_\_\_\_\_  
 Days/Yr: \_\_\_\_\_  
 # Steps: \_\_\_\_\_  
 Step Yrs: \_\_\_\_\_

Job Title \_\_\_\_\_

Date	___/___/___	___/___/___	___/___/___	___/___/___
Entry	\$ _____	\$ _____	\$ _____	\$ _____
Top	\$ _____	\$ _____	\$ _____	\$ _____

Work Week: \_\_\_\_\_  
 Hrs/Day: \_\_\_\_\_  
 Days/Yr: \_\_\_\_\_  
 # Steps: \_\_\_\_\_  
 Step Yrs: \_\_\_\_\_

9. Retention Bonus: All employees who are members of the bargaining unit on January 1, 2013, and remain members until March 1, 2014, will receive a bonus of \$250.00 in the first paycheck of April, 2014.

## ARTICLE 35. INSURANCE

### 1. Health Care

The CCBDD will provide full basic health care coverage, single or family, for full-time employees after the waiting period for new employees as provided in paragraph 2.A. Employees will have the following options during the open enrollment period which will occur in November of each year and the choices will include the following:

- A. HMO Plan: The Kaiser HMO plan, which includes the following general specifications:
  1. \$15 co-pay for each office visit for physical exams, allergy testing, well-child care, hearing tests, outpatient surgery, specialty care, vision exams through affiliated providers, physical, speech, and occupational therapy (limit of 2 months or 30 visits per therapy).
  2. \$50 co-pay for emergency room visit (fee waived if admitted). Effective January 1, 2014 co-payment of \$75.
  3. \$50 co-pay for ambulance services. Effective January 1, 2014 co-payment of \$75.
  4. \$15 co-pay for mental health outpatient (20 visit maximum).
  5. \$7.50 co-pay for group therapy visits (1 counted as 1/2 visit towards 20 visit max).
  6. No charge for hospital inpatient care (at Kaiser facility).
  7. No charge for detoxification in a general hospital.
  8. No charge for detoxification in a non-plan facility to a limit of 1 visit per year.
  9. \$15 co-pay for outpatient visits for detoxification and individual therapy (\$7.50 co-pay for group therapy).
  10. No charge for home health services, hospice home care/respite care.
  11. No charge for skilled care in a skilled nursing facility (limit of 100 days per year).
  12. 30% co-pay for infertility services.
  13. \$10 co-pay for covered prescription drugs (31 day supply).
  14. No charge for durable medical equipment.
  15. The above benefits are subject to the rules and regulations of the Kaiser Permanente Medical Groups Insurance.
  
- B. PPO Plan, The Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organization (PPO).
  1. In-network:

- a. Deductible: \$200 single/\$400 family. As of January 1, 2014, \$300/\$600.
  - b. Coinsurance: 90%, employee pays 10%.
  - c. Out-of-pocket maximum of coinsurance amounts will be \$750 single/\$1,500 family. Effective January 1, 2014, \$1,000 Single/\$2,000 Family.
  - d. Office visits and urgent care visits: co-payment of \$20.
  - e. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014, co-payment of \$75.
2. Out-of-network (PPO/POS) or Non-referred (HMO):
- a. Deductible: \$1000/\$2000. As of January 1, 2014: \$1125/\$2250.
  - b. Coinsurance: 70%. Employee pays 30%.
  - c. Out-of-pocket maximum for coinsurance amounts: \$2,000/\$4,000.
  - d. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014 co-payment of \$75.
3. Prescription drugs:
- a. Generic drugs: co-payment of \$10 (30-day supply).
  - b. Formulary brand-name drugs: co-payment of \$30. Effective January 1, 2014, co-payment of \$32.50.
  - c. Non-formulary brand-name drugs: co-payment of \$60. Effective January 1, 2014, co-payment of \$65.
4. Mail-order prescription drugs:
- a. Generic drugs: co-payment of \$20.
  - b. Formulary brand-name drugs: co-payment of \$60 for 90-day supply. Effective January 1, 2014, co-payment of \$65.
  - c. Non-formulary brand-name drugs: co-payment of \$120 for 90-day supply Effective January 1, 2014, co-payment of \$130.
5. Any co-payment for a 30-day supply of a maintenance prescription drug will be doubled 2x) upon the fourth 30-day refill of the drug (e.g., \$10 co-payment for generic drug will be doubled or \$20), except for controlled substance drugs.
6. The above benefits are subject to the rules and regulations of the PPO insurance plan provider.

2. Premium Cost

A. The CCBDD will pay the premium cost of basic health care in the employee's second consecutive full month of employment and thereafter.

B. The employees who receive coverage will contribute the following:

January 1, 2013

HMO PLAN: Single coverage \$19/per pay period  
Family coverage \$57/per pay period  
PPO PLAN: Single coverage \$21/per pay period  
Family coverage \$63/per pay period

January 1, 2014

HMO PLAN: Single coverage \$25/per pay period  
Family coverage \$75/per pay period  
PPO PLAN: Single coverage \$28/per pay period  
Family coverage \$84/per pay period

January 1, 2015

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

C. The CCBDD will provide a Chapter 125 Plan (Flexible Savings Account), which will permit the pretax treatment of the employee contribution. The CCBDD has the option to deduct the above amounts in one paycheck per month or a proportionate amount in every paycheck.

3. Employing Both Spouses

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.

4. No Insurance Option

Each eligible employee who provides documentation of other health care coverage, and does not enroll in any group health coverage will be paid an annual increment of \$1,500.00 if employed full-time. Employees whose spouse is employed by the CCBDD will not be eligible for this incentive. In the event that the employee 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 an employee resigns within one year of payment, a proportionate amount will be deducted from the final paycheck.

5. Dental Insurance

A. The CCBDD will provide dental insurance coverage, single or family, to all full-time employees. Such coverage will be as described in the Ohio AFSCME Care Plan Booklet with the following specifications:

Maximum benefits per covered person:	\$4,000/year
Maximum orthodontic benefits per covered person (to age 19):	\$2,000/lifetime

CO-INSURANCE AMOUNTS:

Diagnostic and Preventative Services	100% UCR
Routine Dental Services	80% UCR
Major Dental Services	50% UCR
Orthodontic Services	50% UCR

B. In the event that the CCBDD employs both spouses, only one spouse may have a family dental plan or each spouse may have single coverage.

6. Life Insurance

The CCBDD will provide \$50,000 in Life, Accidental Death and Disability Insurance, to each full-time employee.

7. 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.

8. Part-time Staff Coverage

Thirty (30) hours per week will be considered full-time for purposes of this provision. Part-time employees will have the same waiting periods as identified in Paragraph 1., D, above.

Permanent, part-time employees who work 20 hours per week or more a year will be given life insurance and one of the following options:

- A. CCBDD pays 60% of medical, dental & vision,
- or -
- B. CCBDD pays 0% medical and 100% dental & vision

9. Paid Coverage during Leaves of Absence

The CCBDD will provide up to three (3) months of paid health benefits to an employee on an unpaid medical leave of absence.

10. Change of Carrier(s)

The CCBDD may change carrier(s) for any of the insurance programs contained herein provided that there is no change in any of the deductibles, co-pays or out-of-pocket expenses or levels of coverage as provided in current policies. 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 Union within one week of ratification of this Agreement by both parties. The Union will be notified thirty (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.

11. Administrative Offset

- A. If an employee 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 employee 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.
- B. The CCBDD will have a positive reenrollment twice during the term of this contract. Employees will be required to provide proof of dependent eligibility.

12. Auto Insurance

CCBDD will be responsible for notifying employees of any change(s) in the CCBDD Auto Insurance Policy, which may affect the Bargaining Unit.

13. Wellness Activities

- A. The CCBDD shall provide mutually agreed wellness activities/programs for employees at shared/reduced cost to the employees as follows:
  - Employee assistance program (free to employees);
  - Weight management program;
  - Smoking cessation program;
  - Health risk appraisals (once every four (4) years); and
  - Flu shots.
- B. Bargaining unit members may request reimbursement for a fitness club membership, a city recreation department fitness center membership, a fitness or physical activity course offered by a city recreation department, or a commercial weight reduction program to a limit of \$120 per person, per year.\*
- C. Requests shall be directed to the bargaining unit Executive Board Member or his/her designee for review. The union will submit reimbursements with a minimum amount of \$30 per request to the CCBDD benefits manager in the months of April and/or

October of each year. The budget limit for these requests for the bargaining unit is \$7650 per year.

\*Note: An employee cannot be reimbursed for any amount that has been paid by a health care insurer.

#### ARTICLE 36. DISABILITY PAY

1. If a permanent staff member is ill or injured and unable to perform his/her job, then he/she may be eligible for disability pay. The following conditions shall apply.
  - A. The staff member must provide a physician statement which verifies the illness/injury and which indicates that the staff member is unable to work. The CCBDD shall have the option of having the staff member examined by a CCBDD physician at no expense to the staff member. The decision of the CCBDD physician, if medical opinions differ, shall be final.
  - B. The staff member must be unable to perform his/her job regardless of any reasonable accommodation and must be unable to perform any job in the bargaining unit for which he/she might be qualified.
  - C. The staff member must have been absent due to this temporary disability, for a period of ten consecutive work days (elimination period). In the event of recurring absences due to the same disability, no more than one elimination period per condition per year will be required.
  - D. The staff member shall not have accumulated sick leave and/or personal leave of more than ten days.
  - E. If a staff member requests temporary disability on a second occasion, and has been paid for sixteen weeks of disability in a prior year for the same condition, he/she must apply for permanent disability with a state retirement system, if eligible.
2. Temporary Disability Benefits
  - A. Disability pay shall be at the rate of 70% of regular bi-weekly rate to a maximum of \$800 per week for a period not to exceed 20 weeks.

This period may be consecutive or non-consecutive work days.
  - B. There shall be no more than twenty (20) weeks of disability pay for any person in any contract year.
  - C. The CCBDD shall allocate an expenditure of \$46,000 per year for disability pay for the bargaining unit. When expenditures of \$46,000 have occurred in any contract year, additional requests for payment may be denied. The CCBDD's liability for disability pay shall not exceed \$138,000 for the entire bargaining unit