

Agreement on Transition of Work to the MetroHealth System

Cuyahoga County and the UAW Local 70 – RN Unit Sheriff

Parties: The United Auto Workers (“UAW”) Local 70 RN bargaining unit and Cuyahoga County (hereinafter collective referred to as “the Parties”).

Background Facts: To provide for the delivery of continued health care services to inmates of the Cuyahoga County Jail, the County determined it advisable to transition delivery of medical services to the MetroHealth System. The Union opposed the transition and strongly opposed the termination of bargaining unit employees and of the collective bargaining relationship. Over the UAW’s objections, the parties engaged in negotiations regarding the transition of bargaining unit work that had been performed by the employees represented by UAW, Local 70 to the MetroHealth System, in fulfillment of the requirement to bargain under Chapter 4117 of the Ohio Revised Code. This Agreement is the outcome of those negotiations and represents a full and final settlement of all matters resulting from the transition of bargaining unit work to the MetroHealth System.


- 1) **Retention Bonus Payments:** All employees will receive lump sum payments equal to a total of \$4,000. This bonus would be paid in installments as follows:
 - a. \$2,000 would be payable upon full ratification and execution of this Agreement by the Parties.
 - b. \$2,000 would be payable with the pay warrant for Pay Period 12, or if full implementation of the MetroHealth transition takes place sooner, they will be paid at that time.
 - c. Unless employees are laid off, employees must be actively employed by the County at the time these installments are paid. Laid off employees will receive the full bonus.
 - d. **Final Transition Bonus Payment:** Immediately following the full transition to the MetroHealth System, but no later than June 30, 2019, the County shall pay current bargaining unit employee who are employed by the County or MetroHealth at the time of full transition, a lump sum payment equal to \$1000 for each full year of service with the County, with a minimum bonus set at \$2,000. Unless employees are laid off, employees must be actively employed by the County or MetroHealth working at the Jail at the time of full transition, or June 30, 2019, whichever is earlier. Laid off employees will receive the full bonus.
- 2) **Severance Pay:** Employees in the bargaining unit shall receive eight (8) weeks of severance pay, receipt of which shall be conditioned on continued employment with the County, or with MetroHealth at the Jail as part of the transition until full transition. Employees who are separated from County employment by lay-off prior to full transition shall also be eligible. Payment shall be made at time of full transition to the MetroHealth System, but no later than June 30, 2019.
- 3) **Increased Wages:** All wage rates shall be increased by \$3.00 plus 2019 2% general wage increase, effective the first full pay period in March (March 3, 2019 effective date).
- 4) **Health Insurance:** The County shall pay the COBRA costs for maintenance of current health insurance benefits for employees for a period up to three months following full implementation of the MetroHealth transition, provided that any employee who obtains employment from MetroHealth or any other employer that provides health insurance benefits, shall no longer be eligible one month following start of their new

employment. Employees shall immediately report to the Benefits Division of the County their acceptance of employment with another employer and their start date.

- 5) **Vacation Cash-Out:** All employees shall receive cash payout for vacation leave pursuant to the CBA if they separate from County employment.
- 6) **Prior Service Letter:** The County shall provide all employees with a prior service letter for the purpose of transferring sick leave to another public employer pursuant to state law.
- 7) **Alternative County Employment:** Employees shall be provided with an opportunity to apply for vacant County position(s) for which they are qualified. If placed in another position with an appointing authority under the County Executive, all service time will transfer for the purposes of vacation accrual.
- 8) **Outplacement Services:** The County shall provide outplacement services to exiting employees to assist them to transition to new career opportunities.
- 9) **Longevity:** Longevity pay shall be prorated for eligible employees under the CBA.
- 10) **Terms of CBA:** Terms of the existing CBA shall be honored, including recognition of the union and notice of layoff, until the termination of all current members' employment with the Sheriff's Department of the County in a UAW Local 70 bargaining unit position, even if employment in such position should extend beyond the June 30, 2019 target date for full transition to the MetroHealth System.
- 11) All provisions of paragraph 1 and 2 shall be pro-rated for any part-time employee(s).

Duly Authorized Representatives of the Parties have signed below to indicate their assent to all terms contained in this Agreement.

For the County:


Armond Budish, County Executive
Date 5-31-19

For the UAW Local 70


Steven Frammartino, UAW Regional Servicing Rep.
Date 4-26-19