# AMENDMENT TO 2024-2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN CUYAHOGA COUNTY AND COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4340 REGARDING 2026 HEALTH INSURANCE AND WAGES

Cuyahoga County and Communications Workers of America, Local 4340, representing employees in the Cuyahoga County Clerk of Courts office are parties to a Collective Bargaining Agreement for the period of January 1, 2024, through December 31, 2026 (the "CBA"). This document outlines the Amendment to the CBA.

Pursuant to Article 12, Wages, the parties had negotiated new wage rates commencing with the first day of the first full pay period in January, 2024. The CBA includes a provision for re-opener negotiations for the 2026 general wage increase as well as 2026 Health Insurance Contribution rates as set forth in Article 12 Section 1 and Article 14 Section 2 respectively.

The parties engaged in good faith negotiations and reached an agreement as stated below.

<u>Terms:</u> Article 12 and Article 14 of the CBA between the Parties are amended as follows (deleted language is stricken and new language appears in **Bold**):

## Article 12: WAGES

**SECTION 1:** The wages for bargaining unit Employees for 2024, 2025, and 2026 shall be as follows:

#### 2024:

**CLERK**: Effective the first day of the first full pay period in January 2024, the Clerk classification shall be combined with the Legal Account Clerk 1 classification. Employees assigned to the Clerk classification at such time shall be re-assigned to the Legal Account Clerk 1 classification and placed at Step 1 of the wage grade for the classification of Legal Account Clerk 1.

Upon implementation of the new wage grades as set forth in this Article, each employee shall be placed at the corresponding step of the new wage grade for the employee's respective classification. The "corresponding step" shall be defined as the same numerical step assignment of the new wage grade into which the Employee is placed. However, when an Employee does not have a corresponding numerical step assignment within the new wage grade, the Employee shall be placed at the highest step of the new wage grade (e.g., a Legal Account Clerk 3 who is currently placed at "Step 6", "Step 7", "Step 8", or "Step 9" shall be placed at the new Step 5).

#### LAC1:

Retroactive to the first day of the first full pay period in January 2024, the wage schedule for Legal Account Clerk 1 shall be as follows, inclusive of a two percent (2%) general wage increase:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$21.06	\$21.48	\$21.91	\$22.35	\$22.80

#### LAC2:

Retroactive to the first day of the first full pay period in January 2024, the wage schedule for Legal Account Clerk 2 shall be as follows, inclusive of a two percent (2%) general wage increase:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$22.14	\$22.59	\$23.05	\$23.52	\$24.00

#### LAC3 and LC3:

Retroactive to the first day of the first full pay period in January 2024, the wage schedule for Legal Account Clerk 3 and Legal Clerk 3 shall be as follows, inclusive of a two percent (2%) general wage increase:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$24.48	\$24.97	\$25.47	\$25.98	\$26.50

## 2025:

## LAC1:

Effective the first day of the first full pay period in January 2025, the wage grades for Employees in the Legal Account Clerk 1 classification shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$21.48	\$21.91	\$22.35	\$22.80	\$23.26

## LAC2:

Effective the first day of the first full pay period in January 2025, the wage grades for Employees in the Legal Account Clerk 2 classification shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$22.58	\$23.04	\$23.51	\$23.99	\$24.48

## LAC3 and LC3:

Effective the first day of the first full pay period in January 2025, the wage grades for Employees in the Legal Account Clerk 3 and Legal Clerk 3 classifications shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$24.97	\$25.47	\$25.98	\$26.50	\$27.03

2026: There shall be a wage re-opener for 2026 limited to negotiating a general wage increase.

## LAC1:

Effective the first day of the first full pay period in January 2026, the wage grades for Employees in the Legal Account Clerk 1 classification shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$21.91	\$22.35	\$22.80	\$23.26	\$23.73

#### LAC2:

Effective the first day of the first full pay period in January 2026, the wage grades for Employees in the Legal Account Clerk 2 classification shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
\$23.03	\$23.50	\$23.98	\$24.47	\$24.97	

## LAC3 and LC3:

Effective the first day of the first full pay period in January 2026, the wage grades for Employees in the Legal Account Clerk 3 and Legal Clerk 3 classifications shall be increased by two percent (2%) as follows:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$25.47	\$25.98	\$26.50	\$27.03	\$27.57

**SECTION 2.** Step progression along the wage grades shall occur annually on the first date of the first full pay period in October until an Employee reaches the maximum wage rate for the Employee's assigned wage grade.

**SECTION 3.** The parties agree that the Employer, in its discretion, has authority to hire new Employees at an advanced step based on skills, ability, experience, education and qualifications.

<u>SECTION 4</u> In the event that an employee receives an overpayment, the Parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the Employee and Union.

<u>SECTION 5</u>. Only those employees who are in active status in the bargaining unit as of the date of ratification of this Agreement by the Cuyahoga County Council shall be eligible to receive retroactive payment of wages as provided in Section 1 of this Article.

<u>SECTION 6</u>. Employees who are promoted to a higher classification within the bargaining unit shall be placed at a wage step of the higher classification's wage grade that is not less than the Employee's base wage rate prior to the promotion.

## **Article 14: GROUP INSURANCE/HOSPITALIZATION**

<u>SECTION 1</u>. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The Plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

**SECTION 2.** Effective on a date to be determined by the Employer, but no sooner than thirty (30) days following execution of the Agreement, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

# 1) METROHEALTH PLAN

- a) For the first two (2) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no bi-weekly contribution to Employees;
- b) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
  - 1. 2024: 93% Employer, 7% Employee.
  - 2. 2025: 93% Employer, 7% Employee.
  - 3. 2026: Reopener. 93% Employer, 7% Employee.

## 2) OTHER BENEFIT PLANS

Biweekly health insurance contribution rates for all other plans shall be as follows:

- a. 2024: 86% Employer, 14% Employee.
- b. 2025: 86% Employer, 14% Employee.
- c. 2026: Reopener. 86% Employer, 14% Employee.

<u>SECTION 3.</u> The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In

successive plan years, the Employer may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.

**SECTION 4.** Effective on a date to be determined by the Employer, but no sooner than thirty (30) days following execution of the Agreement, the Employer shall contribute 86% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 14% of the cost for ancillary benefit plans for 2024, and 2025 and 2026. There shall be a reopener for 2026.

<u>SECTION 5.</u> The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles and co-insurance.

**SECTION** 6. The Employer may implement or discontinue incentives for Employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce Employee contributions through participation in wellness programs as determined by the Employer.

<u>SECTION 7.</u> The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

**SECTION** 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees who desire coverage to purchase it through third-party vendor instead of participating in the County plans that are offered to regular fulltime Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

# **FOR THE UNION:**

# **FOR THE COUNTY:**

Linda L. Hinton,

District 4 Vice President

Date

Chris Ronayne,

Date

County Executive, or his designee

pursuant to Executive Order EO2023-0003,

Gary Kundrat, President

CWA, Local 4340

CWA, Local 4340

Approved as to legal form:

Cuyahoga County

Department of Law