# 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 classifications of Administrative Coordinator, Sheriff's Clerk, and Data Systems Programmer/Data Systems Technician in the Cuyahoga County Sheriff's Department 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 3 and Article 15 Section 2 respectively.

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

<u>Terms:</u> Article 12 and Article 15 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.** Effective the first date of the first full pay period in January 2024, the wage schedules for employees shall be as follows, inclusive of a two percent (2%) general wage increase:

#### a) Administrative Coordinator and Sheriff's Clerk: (All Sheriff's Clerks)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$21.27	\$21.70	\$22.14	\$22.59	\$23.05	\$23.52	\$24.00	\$24.48	\$24.97

#### b) Data Systems Programmer/ Data Systems Technician

Step 1	Step 2	Step 3	Step 4	Step 5
\$25.74	\$26.77	\$27.84	\$28.95	\$30.11

**SECTION 2.** Effective the first day of the first full pay period in January 2025, there shall be a two percent (2%) general wage increase. The wage schedules for employees shall be as follows:

#### a) Administrative Coordinator and Sheriff's Clerk

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$21.70	\$22.14	\$22.59	\$23.05	\$23.52	\$24.00	\$24.48	\$24.97	\$25.47

# b) Data Systems Programmer/Data Systems Technician

Step 1	Step 2	Step 3	Step 4	Step 5
\$26.25	\$27.31	\$28.40	\$29.53	\$30.71

<u>SECTION 3.</u> There shall be a wage re-opener for 2026 limited to a general wage increase. Effective the first day of the first full pay period in January, 2026, there shall be a two percent (2%) general wage increase. The wage schedules for employees shall be as follows:

### a) Administrative Coordinator and Sheriff's Clerk

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$22.13	\$22.58	\$23.04	\$23.51	\$23.99	\$24.48	\$24.97	\$25.47	\$25.98

#### b) Data Systems Programmer/Data Systems Technician

Step 1	Step 2	Step 3	Step 4	Step 5
\$26.78	\$27.86	\$28.97	\$30.12	\$31.32

**SECTION 4**. During each year of this Agreement, step progression along the above wage schedules shall occur on the first day of the first full pay period in July. To assimilate to the new method, step advancement will occur on a blended schedule in 2024. Employees whose anniversaries occur prior to the first day of the first full pay period of July 2024 shall receive their 2024 step increases on their anniversary dates. Employees whose anniversaries occur after the first day of the first full pay period of July 2024 shall receive their 2024 step increases on the first day of the first full pay period of July 2024.

**SECTION 5.** The parties agree that the Employer, in its sole discretion, has authority to hire a new Employee at an advanced step, up to and inclusive of step 4 of the wage grade for the Sheriff Clerk classification and up to and inclusive of step 4 of the wage grade for the Administrative Coordinator classification, based on prior documented year(s) of experience performing clerical-technical work at any federal, state, or local law enforcement agency. The parties agree that the Employer, in its sole discretion, has the authority to hire a new Data Systems Programmer/ Data Systems Technician up to and inclusive of step 3 of the wage grade for the Data Systems Programmer/ Data Systems Technician classification based on skills, ability, experience, education, and qualifications. Placement of newly hired employees shall not be subject to Article 26 (Grievance Procedure) or Article 40 (Job Audits) of the parties' collective bargaining agreement.

<u>SECTION 6</u>, Only those employees who are in active status in the bargaining unit as of the date this Agreement is ratified by the Cuyahoga County Council shall be eligible to receive retroactive payment provided in Section 1 of this Article.

## **ARTICLE 15: 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 January 1, 2024, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

# a) METROHEALTH PLAN

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

#### b) OTHER BENEFIT PLANS

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

- 1. 2024: 86% Employer, 14% Employee
- 2. 2025: 86% Employer, 14% Employee
- 3. 2026: Reopener 86% Employer, 14% Employee

**SECTION 3.** 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 January 1, 2024, 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 coinsurance.

**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 a third-party vendor instead of participating in the County plans that are offered to regular full-time 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.

Date

District 4 Vice President

Chris Ronayne,

Date

County Executive, or his designee

pursuant to Executive Order EO2023-0003,

Gary Kundrat, President

Date

CWA, Local 4340

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Adriane Weems CWA, Local 4340

Date

Approved as to legal form:

Cuyahoga County Department of Law