AMENDMENT TO 2024–2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN CUYAHOGA COUNTY AND

TEAMSTERS LOCAL 436, ANIMAL SHELTER PURSUANT TO WAGE AND HEALTH INSURANCE RE-OPENERS FOR 2026

Parties: This Agreement is entered by and between Cuyahoga County, Ohio, as the public employer ("County"), and the Teamsters Local 436, Affiliated with the International Brotherhood of Teamsters ("Union"). The County and the Union are collectively referred to herein as "the Parties."

Background Facts: The County and the Union are parties to a collective bargaining agreement ("CBA") governing terms and conditions of employment of the Cuyahoga County Department of Public Works employees at the Animal Shelter. The CBA is effective from January 1, 2024 through December 31, 2026, and includes provisions for the negotiation of a health insurance re-opener for 2026 in Article 37, Section 2 and a wage re-opener for 2026 in Article 38, Sections 3 and 4. The Parties have engaged in good faith negotiations and have reached agreement as stated below.

Terms: Article 37, Sections 2 and 4 and Article 38, Sections 3 and 4 of the CBA are amended as follows (deleted language is stricken and new language appears in **Bold**):

ARTICLE 37

HEALTH INSURANCE

<u>SECTION 1</u>. An eligible Employee is defined as a full time Employee covered by this Agreement. 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.

<u>SECTION 2</u>. Effective January 1, 2024, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

A) MetroHealth Plans

- 1) For years 2024, and 2025, and 2026 the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from 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: Re-opener for percentage/share of County/employee bi-weekly premium contribution only. 93% Employer, 7% Employee

B) Other Plans

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

- 1) 2024: 86% Employer, 14% Employee
- 2) 2025: 86% Employer, 14% Employee
- 3) 2026: Re-opener for percentage/share of County/employee bi-weekly premium contribution only. 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.

<u>SECTION 4</u>. Effective January 1, 2024, the Employer shall pay 86% of the cost of the ancillary benefit plans (i.e. vision and dental) and the employees shall pay 14%. Effective January 1, 2025, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. Effective January 1, 2026, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

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

<u>SECTION 6</u>. 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 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.

ARTICLE 38 WAGES

<u>SECTION 1.</u> The base wage rates set forth below for 2024 are inclusive of a two percent (2%) general wage increase and shall be applied retroactively to the first day of the first full pay period in January of 2024. Only those employees who are in active status in this bargaining unit as of the

date this Agreement is ratified by County Council shall be eligible to receive the retroactive payment provided herein.

<u>SECTION 2.</u> The base wage rates set forth below for 2025 are inclusive of a two percent (2%) general wage increase and shall be effective the first day of the first full pay period in January 2025.

SECTION 3. For 2026, the base wage rate shall be subject to a wage re-opener, with negotiations to commence during the month of September 2025. For 2026, effective the first day of the first full pay period of January 2026, the base wage rates shall include a two percent (2%) General Wage Increase ("GWI").

SECTION 4.

Wage rates for the classification of Deputy Dog Warden shall be as follows:

2024	2025	2026		
\$26.26	\$26.79	Wage re-opener \$27.33		

Wage rates for the classification of Maintenance Laborer shall be as follows:

2024	2025	2026		
\$24.95	\$25.45	Wage re-opener \$25.96		

SECTION 5. Effective upon full execution of this Agreement, bargaining unit members hired after the date of the full execution of this Agreement shall be paid a rate equivalent to 91% of the then existing contract rate for the relevant job classification ("Contract Rate"). Upon having completed one (1) year of employment in the job classification, the member shall be paid a rate equivalent to 94% of the then existing contract rate. Upon having completed two (2) years of employment in the job classification, the member shall be paid a rate equivalent to 97% of the then-existing contract rate. Upon having completed three (3) years of employment in the job classification, the member shall be paid a rate equivalent to 100% of the then existing contract rate.

The Employer retains the right, based upon operational needs, to pay more than the express percentage at the Employer's sole discretion.

<u>SECTION 6.</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 the employee's Union representative.

FOR THE COUNTY:

Chris Ronayne,

Date

Cuyahoga County Executive

By: Katherine A. Gallagher, Deputy

Chief of Staff for Operations and Community

Innovation, Pursuant to Executive Order EO2023-0003, dated July 6, 2023

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Date

Fred Crow

FOR THE UNION:

Teamsters Local 436

Secretary, Treasurer/Business Agent

Sal Alioto

Data

Vice President/Business Agent

President/Business Manager,

Approved as to legal form:

Ryan J. Geary

Cuyahoga County Law Department

<u>APPENDIX – WAGE TABLES</u>

<u>2024</u>

	91% tier	94% tier	97% tier	100% tier		
Deputy Dog Warden	23.90	24.68	25.47	26.26		
Maintenance Laborer	22.70	23.45	24.20	24.95		
		2025				
<u>2025</u>						
	91% tier	94% tier	97% tier	100% tier		
Deputy Dog Warden	24.38	25.18	25.99	26.79		
Maintenance Laborer	23.16	23.92	24.69	25.45		
<u>2026</u>						
	91% tier	94% tier	97% tier	100% tier		
Deputy Dog Warden	24.87	25.69	26.51	27.33		
Maintenance Laborer	23.62	24.40	25.18	25.96		