AMENDMENT TO 2024–2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN CUYAHOGA COUNTY AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA LOCAL NO. 860 SANITARY SEWER 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 Laborer's International Union of North America Local No. 860, representing employees in the Department of Public Works Sanitary Sewer Division. ("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 employees in the Cuyahoga County Department of Public Works Sanitary Sewer Division. 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 47, Section 2 and a wage re-opener for 2026 in Article 49, Section 1. The Parties engaged in good faith negotiations and reached an agreement as stated below.

Terms: Article 47, Sections 2 and 4, Article 49, Section 1, and Appendix A of the CBA are amended as follows (deleted language is stricken and new language appears in **Bold**):

ARTICLE 47: INSURANCE

Section 1. An eligible employee is defined as a full-time employee covered by this Agreement. A section 125 or cafeteria plan will be provided by the County for health care benefits for County employees. The County 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 the first day of the first month following full execution of this Agreement, bi-weekly employee contributions for medical, and prescription drug benefits shall be determined as follows:

A) MetroHealth Plans

- 1) For all three (3) years of the Agreement, 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% County, 7% Employee
 - b. 2025: 93% County, 7% Employee
 - c. 2026: Re-Opener as to contribution percentage rates 93% County, 7% Employee

B) Other Plans

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

- 1) 2024: 86% County, 14% Employee
- 2) 2025: 86% County, 14% Employee
- 3) 2026: Re-Opener as to contribution percentage rates 86% County, 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 County 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 the first day of the first month following full execution of this Agreement, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. Effective January 1, 2025, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. For 2026, there shall be a re-opener on the contribution percentage rates. Effective January 1, 2026, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

<u>Section 5.</u> The County 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 County may implement or discontinue incentives for employees to participate in County 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 County.

<u>Section 6.</u> The County may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the County in future plans years with notification to the Union.

<u>Section 7.</u> A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the County 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 49: WAGES

<u>Section 1.</u> The wage rates for all classifications covered under the terms of the Collective Bargaining Agreement are set forth in Appendix A.

The wage rates for 2024 are effective retroactive to the first day of the first full pay period of January 2024 and are inclusive of a two percent (2%) General Wage Increase (GWI). 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.

The wage rates for 2025 are effective on the first day of the first full pay period of January 2025 and are inclusive of a two percent (2%) GWI.

For 2026, there shall be a wage reopener, limited to negotiating a GWI. The wage rates for 2026 are effective on te first day of the first full pay period of January 2026 and are inclusive of a two percent (2%) GWI.

<u>Section 2.</u> New bargaining unit employees shall be paid a rate equivalent to 91% of the then existing contract rate for the relevant job classification ("Contract Rate"). Upon completion of the employee's first full year of employment in their classification, the employee shall be paid a rate equivalent to 94% of the then existing Contract Rate. Upon completion of the employee's second year of employment in their classification, the employee shall be paid a rate equivalent to 97% of the then existing contract rate. Upon completion of the employee's third year in their classification, the employee shall be paid a rate equal to 100% of the then existing contract rate.

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

<u>Section 3.</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.

FOR THE UNION:

Anthony Liberatore. M.

Business Manager/Secretary-Treasurer

The revised Wage Table in Appendix A of the CBA is attached and incorporated hereto.

FOR THE COUNTY:

Chris Ronayne,

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

Approved as to legal form:

Ryan J. Geary

Cuyahoga County Law Department

APPENDIX A: WAGES

2024

		91% tier	94% tier	97% tier	100% rate
Sewer Maintenance Worker		26.27	27.14	28.00	28.87
Sanitary Sewer Specialist		27.70	28.61	29.53	30.44
with Class I Wastewater Collection License					31.37
with Class II Wastewater Collection License					33.00
Leadman					33.35
with Class I Wastewater Collection License					34.14
with Class II Wastewater Collection License					35.91
	2025				
		91% tier	94% tier	97% tier	100% rate
Sanitary Sewer Specialist		28.26	29.19	30.12	31.05
with Class I Wastewater Collection License					32.00
with Class II Wastewater Collection License					33.66
Leadman					34.02
with Class I Wastewater Collection License					34.82
with Class II Wastewater Collection License					36.63
	2026				
		91% tier	94% tier	97% tier	100% rate
Sanitary Sewer Specialist		28.82	29.77	30.72	31.67
with Class I Wastewater Collection License					32.64
with Class II Wastewater Collection License					34.33
Leadman					34.70
with Class I Wastewater Collection License					35.52
with Class II Wastewater Collection License					37.36