AMENDMENT TO 2023-2025 COLLECTIVE BARGAINING AGREEMENT BETWEEN CUYAHOGA COUNTY AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 S ELECTRONIC TECHNICIANS PURSUANT TO WAGE AND HEALTH INSURANCE REOPENERS FOR 2024 AND 2025

Cuyahoga County and the International Union of Operating Engineers, Local 18S Electronic Technicians in the Department of Public Works are parties to a Collective Bargaining Agreement ("CBA") for the period of January 1, 2023, through December 31, 2025 (the "CBA").

Pursuant to Article 24, Insurance and Article 27, Wages, the parties agreed to re-openers for years 2024 and 2025. This document outlines the Amendment to the CBA as follows (deleted language is stricken and new language appears in **Bold**):

ARTICLE 24 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 Employer for health insurance benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the Plan once (1x) during each Plan year at its annual open enrollment period. The Plan year commences on January 1st, and ends on December 31st of the calendar year, but is subject to change.

SECTION 2: Effective the first full pay-period following full execution of this Agreement, bi-weekly contributions for bargaining unit employees for medical and prescription drug benefits shall be determined as follows:

METROHEALTH PLANS:

- 1) For all three (3) years of this Agreement, the County shall offer an HSA plan through the MetroHealth System with no bi-weekly contribution from employees;
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2023: ninety-three percent (93%) Employer, seven percent (7%) Employee;
 - b. 2024 and 2025: Re-opener.2024: ninety-three percent (93%) Employer, seven percent (7%) Employee;
 - c. 2025: ninety-three percent (93%) Employer, seven percent (7%) Employee;

a) OTHER HEALTH INSURANCE PLANS

The bi-weekly contribution rates shall be as follows:

- a. 2023: eighty-six percent (86%) Employer, fourteen percent (14%) Employee;
- b. 2024 and 2025: Re-opener. 2024: eighty-six percent (86%) Employer, fourteen percent (14%) Employee;
- c. 2025: eighty-six percent (86%) Employer, fourteen percent (14%) Employee;

b) DENTAL AND VISION

- a. 2023: eighty-six percent (86%) Employer, fourteen percent (14%) Employee; b. 2024 and 2025: Re-opener. 2024: eighty-six percent (86%) Employer, fourteen percent (14%) Employee; c. 2025: eighty-six percent (86%) Employer, fourteen percent (14%) Employee; c. 2026: eighty-six percent (86%) Employer, fourteen percent (14%)
- 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 and/or providers offered. Employees may be offered additional plans with reduced or increased benefit levels.
- <u>SECTION 4:</u> The Employer shall be entitled to increase the cost containment features of the plans that may include, but are not limited to, deductibles and co-insurance.
- <u>SECTION 5:</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.
- SECTION 6: 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 7: 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 (3rd) 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 (1st) date of the first (1st) month following completion of the waiting period.

ARTICLE 27 WAGES

SECTION 1: Effective the first (1st) date of the first (1st) full pay period in January 2023 (January 1, 2023), the wage rate of the Electronic Technicians shall be increased by three percent (3%) to twenty-two dollars and twelve cents (\$ 22.12) per hour.

SECTION 2: For 2024 and for 2025, the wage rate of the Electronic Technicians shall be subject to reopener negotiations. The wage reopener negotiations shall commence by September 15, 2023 or another date if mutually agreed to by the parties.

For 2024, retroactive to the first day of the first full pay period of January 2024, the Electronic Technicians shall receive a two percent (2%) general wage increase ("GWI") to twenty-two dollars and fifty-six cents (\$22.56). The retroactive payment shall be applicable to those bargaining unit employees currently employed as of the date of full execution of this Amendment.

For 2025, effective the first day of the first full pay period of January 2025, the Electronic Technicians shall receive a two percent (2%) GWI to twenty-three dollars and one cent (\$23.01).

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)

FOR THE UNION:

Michael R. Bertolone,

Business Manager

Eric Eastwood,

Business Representative

Approved as to legal form:

APPENDIX A

SIDE LETTER OF AGREEMENT

REGARDING 2025 GENERAL WAGE INCREASE

Cuyahoga County and the International Union of Operating Engineers, Local 18-S, (Electronic Technicians) AFL-CIO (The "Union) collectively referred to as the "Parties" are parties to a Collective Bargaining Agreement ("CBA") for the period of January 1, 2023, to December 31, 2025.

Pursuant to Article 27 of the CBA, Wages, the parties negotiated a two percent (2%) General Wage Increase ("GWI") for 2025. The Parties further agree that if Cuyahoga County Council approves an across-the-board GWI that exceeds two Percent (2%) for non-bargaining County Executive employees for 2025, the 2025 across-the-board GWI in this Agreement shall be increased to equal the across-the-board GWI for non-bargaining County Executive employees.

According to Section 1 of Article 27, Wages, the effective date for the 2025 2% general wage increase is the first day of the first full pay period in January 2025. If Cuyahoga County Council approves an across-the-board GWI increase for 2025 greater than 2% for non-bargaining County Executive employees before the first day of the first full pay period of January 2025, then the effective date for the across-the-board GWI increase in Article 27, Wages will remain the first day of the first full pay period of January 2026. If Cuyahoga County Council approves an across-the-board GWI increase for 2025 greater than 2% for non-bargaining County Executive employees after the first day of the first full pay period of January 2025, then the effective date for the across-the-board GWI increase shall be the same effective date as given for non-bargaining County Executive employees.

This Side Letter does not apply to any other compensation and/or wage increases provided to other non-bargaining County Executive employees, nor for any non-Executive County employees, and shall expire on December 31, 2025.

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