

AGREEMENT TO AMEND
THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN CUYAHOGA COUNTY AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18
REGARDING HEALTH INSURANCE BENEFITS AND WAGES

Parties: This Agreement is entered by and between Cuyahoga County, Ohio, as the public employer (“County”), and The International Union of Operating Engineers, Local 18, representing Road and Bridge employees in the Department of Public Works (“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. The CBA is effective from January 1, 2019 through December 31, 2021 and includes a provision for 2021 re-opener negotiations of Health Insurance Benefits in Article 26, and wages in Article 28. Pursuant to the re-opener, the Parties have reached an agreement to amend their CBA as provided below.

Terms: Article 26 of the CBA between the Parties is amended as follows (deleted language is stricken, and new language appears in **Bold**):

ARTICLE 26 –HEALTH INSURANCE BENEFITS

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 insurance 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.

Section 2. Effective the first day of the 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 a Health Savings Account (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. 2019: 93% Employer, 7% Employee
- b. 2020: 93% Employer, 7% Employee
- c. 2021: ~~Re-opener~~ **93% Employer, 7% Employee**

B) OTHER BENEFIT PLANS: Biweekly contribution rates for all other plans shall be as follows:

- 1.) 2019: 86% Employer, 14% Employee
- 2.) 2020: 86% Employer, 14% Employee
- 3.) 2021: ~~Re-opener~~ **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 County may add to or delete and/or plans/providers offered. Employees may be offered additional plans with reduced or increased benefit levels.

Section 4. Effective the first day of the month following full execution of this Agreement, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. Effective January 1, 2020, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. ~~The Employer and the Union will engage in a Re-opener to establish 2021 rates.~~ **Effective January 1, 2021, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.**

ARTICLE 28 - WAGES

Section 1. The job classifications of all employees in the bargaining unit shall be HMO Heavy and Construction Backhoe Operators.

For 2019, there shall be a wage rate increase of two percent (2%), effective the first (1st) full pay period in January, 2019 (January 6, 2019).

For 2020, there shall be a wage rate increase of two percent (2%), effective the first (1st) full pay period in January, 2020 (January 5, 2020).

For 2021, there shall be a wage ~~re-opener; negotiations to commence no later than October 1, 2020~~ **rate increase of two percent (2%), effective the first (1st) full pay period in January, 2021 (January 4, 2021).**

Position – HMO Heavy and Construction Backhoe Operators

For 2019	\$ 36.27
For 2020	\$ 37.00
For 2021	\$ re-opener 37.74

All hours worked on Saturday and Sunday shall be paid at one and one half times (1 ½ x) the regular hourly rate or any rate that includes a shift premium. However, nothing in this provision limits or alters the standard workweek as defined in Article 25-Hours of Work/Overtime, of this Agreement.

Section 2. Any bargaining unit employee ("Member") hired after the date of the full execution of this Agreement, shall be paid at a rate equivalent of eighty percent (80%) of the then-existing Agreement rate for their first (1st) year of employment. Upon having completed two (2) years of


employment with the Department of Public Works, the Member shall be paid a rate equivalent to ninety percent (90%) of the then-existing Agreement rate. Upon having completed four (4) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to one hundred percent (100%) of the then-existing Agreement rate and shall thereafter continue at one hundred percent (100%) of this Agreement rate.

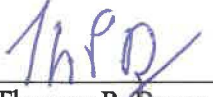
The County retains the right, based upon operational needs, to pay more than the express percentage at the County's sole discretion.


The Parties hereby acknowledge and warrant that they understand and agree to all of the terms of this Agreement to Amend the CBA and they affix their signatures below to indicate their assent to such terms:

FOR THE UNION:

By: 
Richard E. Dalton
Business Manager


By: 
Michael Bertolone
Recording/Corresponding Secretary

By: 
Thomas P. Byers
President

By: 
Thomas J. Perevosnik
District Representative

Date: 2/11/2020

FOR THE COUNTY:

By: 
Armond Budish
Cuyahoga County Executive

Date: 1-2-8-20

Approved as to Legal Form:


Nora L. Hurley,
Deputy Chief Director of Law