

**AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN CUYAHOGA COUNTY AND THE
EXCAVATING, BUILDING MATERIAL, CONSTRUCTION DRIVERS, RACE TRACK
EMPLOYEES, PUBLIC EMPLOYEES, MANUFACTURING, PROCESSING, ASSEMBLING
AND INSTALLER EMPLOYEES,
LOCAL UNION NO. 436, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, TEAMSTERS LOCAL 436 (KENNEL)
FOR 2022 AND 2023 WAGES AND 2023 HEALTH INSURANCE**

Parties: This Agreement is entered by and between Cuyahoga County, Ohio, as the public employer ("County"), and the Excavating, Building Material, Construction Drivers, Race Track Employees, Public Employees, Manufacturing, Processing, Assembling and Installer Employees, Local Union No. 436, affiliated with the International Brotherhood of Teamsters, the Teamsters Local Union No. 436, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the ("Union").

The union represents approximately 10 Deputy Dog Wardens at the Cuyahoga County Department of Public Works Animal Shelter. 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 that is effective from January 1, 2021, through December 31, 2023.

At the time of contract negotiations, the County was operating in a State of Emergency due to the COVID-19 pandemic. For year 2022 Wages, the parties agreed to a 1% cost of living adjustment (COLA), and entered into a Side Letter of Agreement regarding the 2022 COLA that allows an increase to the 1% COLA if a higher COLA is subsequently negotiated with other bargaining units. In accordance with the Side Letter of Agreement, the COLA received by other bargaining units was and continues to be 2%, therefore necessitating an amendment to Article 38 Wages to reflect a 2% COLA for year 2022.

In addition, the parties negotiated 2023 re-openers for Health Insurance and Wages. In accordance with those 2023 re-openers, amendments to Article 37 Health Insurance and Article 38 Wages are also necessary.

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

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

**ARTICLE 37
HEALTH INSURANCE**

SECTION 1. 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.

SECTION 2. Effective January 1, 2021, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

A) MetroHealth Plans

1) For all three years of this Agreement, years 2021 and 2022, 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. 2021: 93% Employer, 7% Employee**
- b. 2022: 93% Employer, 7% Employee**
- c. 2023: ~~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) 2021: 86% Employer, 14% Employee**
- 2) 2022: 86% Employer, 14% Employee**
- 3) 2023: ~~Re-opener for percentage/share of County/employee bi-weekly premium contribution only.~~ 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, 2021, 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, 2022,~~For all three years of this Agreement, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

SECTION 5. 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.

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.

SECTION 7. 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

SECTION 1. Effective the first full pay period following ratification of this Agreement by County Council, but not prior to January 1, 2021, the base wage rate for 2021 shall be increased by two percent (2%).


SECTION 2. Effective the first full pay period in January 2022, the base wage rate shall be increased by ~~one percent (1%)~~ **two percent (2%)**.

SECTION 3. ~~For 2023, the base wage rate shall be subject to a wage re-opener, with negotiations to commence during the month of September 2022.~~ **Effective the first full pay period in January 2022, the base wage rate shall be increased by two percent (2%).**


SECTION 4. Wage rates for the classification of Deputy Dog Warden, shall be as follows:


| <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> |
|-------------|-------------|--------------------------|----------------------|
| \$19.26 | \$19.65 | \$19.85 20.04 | Wage re-opener 20.44 |

FOR THE COUNTY:



Armond Budish
Cuyahoga County Executive
Date: 12-7-21

FOR THE UNION:


Dennis M. Kashi,
President/Business Manager
Date: 12-1-2021


Fred Crow
Secretary, Treasurer/Business Agent
Date: 12-01-2021

Approved as to legal form:


Nora L. Hurley,