

**AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN CUYAHOGA COUNTY AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 18-S
(ELECTRONIC TECHNICIANS)
REOPENER FOR 2022 HEALTH INSURANCE AND WAGES**

Parties: This Agreement is entered by and between Cuyahoga County, Ohio, as the public employer (“County”), and International Union of Operating Engineers Local 18-S (Electronic Technicians) AFL-CIO (“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 Technicians with the Department of Public Works. The CBA is effective from January 1, 2020, through December 31, 2022 and includes a provision for re-opener negotiations for 2022 Insurance percentage contributions as well as 2022 Wages as set forth in Article 25, Section 2, and Article 28, Section 3, respectively.

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

Terms: Article 25, Section 2 and Article 28, Section 3 of the CBA between the Parties is amended as follows (deleted language is stricken and new language appears in **Bold**):

**ARTICLE 25
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 1st 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 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. 2019: 93% Employer, 7% Employee;
 - b. 2020: 93% Employer, 7% Employee;
 - c. 2021: 93% Employer, 7% Employee;

d. 2022: **93% Employer, 7% Employee**

a) OTHER HEALTH INSURANCE PLANS

The bi-weekly contribution rates shall be as follows:

- a. 2019: 86% Employer, 14% Employee;
- b. 2020: 86% Employer, 14% Employee;
- c. 2021: 86% Employer, 14% Employee;
- d. 2022: **86% Employer, 14% Employee**

b) DENTAL AND VISION

- a. 2019: 86% Employer, 14% Employee;
- b. 2020: 86% Employer, 14% Employee;
- c. 2021: 86% Employer, 14% Employee;
- d. 2022: **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 and/or providers offered. Employees may be offered additional plans with reduced or increased benefit levels.

SECTION 4: 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.

SECTION 5: 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 28
WAGES

SECTION 1: Effective the first (1st) date of the first (1st) full pay period in January 2020 (January 5, 2020), the wage rate of the Electronic Technicians shall be increased by two percent (2%) to twenty dollars and forty-four cents (\$ 20.44) per hour.

SECTION 2: Effective the first (1st) date of the first (1st) full pay period in January 2021 (January 3, 2021), the wage rate of the Electronic Technicians shall be increased by two percent (2%) to twenty dollars and eighty-five cents (\$ 20.85) per hour.


SECTION 3: Retroactive to the first day of the first (1st) date of the first (1st) full pay period in January 2022 (January 2, 2022), the wage rate of the Electronic Technicians shall be increased by two percent (2%) to twenty-one dollars and twenty-seven cents (\$21.27) per hour. The retroactive payment shall be applicable to those bargaining unit employees in active status as of the date of County Council ratification of this Amendment.

FOR THE COUNTY:


Armond Budish,
Cuyahoga County Executive

5-9-22
Date

FOR THE UNION:


Michael R. Bertolone,
Business Manager

Date


Thomas P. Byers
President

Date

12/11/11
Robert L. Hughes
Rec.-Cor.

Date


Eric Eastwood
Business Representative

Date


Benita J. Smith-Fazi
Steward

5/10/22
Date

Approved as to legal form:


Nora L. Hurley
Cuyahoga County Dept. of Law

SIDE LETTER OF AGREEMENT
REGARDING 2022 COLA

For 2022, if Cuyahoga County Council approves an across-the-board cost of living adjustment (COLA) for non-bargaining County Executive employees that exceeds two percent (2%), the 2022 rate set forth in the Article 28, Wages, Section 3 of this Agreement shall be increased to equal the across-the-board percentage increase to the COLA approved for non-bargaining employees, with the same effective date.

This Side Letter does not apply to any other compensation and/or wage increases provided to other County employees. Rather, this Side Letter is only triggered if all non-bargaining employees under the County Executive's jurisdiction receive a COLA for 2022 that exceeds two percent (2%).

This Side Letter shall expire December 31, 2022.

FOR THE COUNTY:


Armond Budish,
Cuyahoga County Executive

5-9-22
Date

FOR THE UNION:


Michael R. Bertolone,
Business Manager

Date


Thomas P. Byers
President

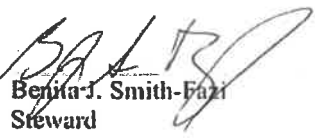
Date


Robert L. Hughes
Rec.-Cor.

Date


Eric Eastwood
Business Representative

4/29/22
Date


Benita J. Smith-Fazi
Steward

5/10/22
Date