

TA 12-3-18

2106.02 Classifications

A) Through December 31, 2018, ~~the~~ positions included in the Bargaining Unit are as follows:

| Classification | Salary Group |
|-----------------------------|---------------------|
| Supervisor - Communications | 11 |

Effective January 1, 2019, the positions included in the Bargaining Unit are as follows:

| | |
|-------------------------------------------|-----------|
| <u>Supervisor – Police Communications</u> | <u>13</u> |
| <u>Supervisor – Fire Communications</u> | <u>11</u> |

B) The positions excluded from the Bargaining Unit are as follows:

- 1) All employees in classifications and positions in the Mayor's Office; City Auditor's Office; Department of Human Resources; the Financial Analysis Section; the Word Processing Section; the Department of Law; and the Clerk of Council Office.
- 2) Also excluded are all City employees in managerial, supervisory and confidential positions.
- 3) Also excluded are all City employees in classifications and positions in the bargaining unit represented by Toledo City Employees' Union Local 7, American Federation of State, County and Municipal Employees AFL-CIO and Ohio Council 8, American Federation of State, County and Municipal Employees, as recognized in Case No. 84-VR-07-1584.
- 4) Employees of AFSCME Local 2058 not covered by the terms of this Collective Bargaining Agreement.
- 5) Also excluded are all employees employed in the Division of Solid Waste and the Division of Water Reclamation in classifications and positions represented by Teamsters Local 20.
- 6) Also excluded are all employees in positions and classifications in the Department of Fire and Rescue and in the Department of Police represented by the Toledo Police Patrolman's Association, the Toledo Police Command Officers' Association, the Toledo Fire Chief Association, and Toledo Fire Fighters' Local 92.

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Exhibit A

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C) The classifications and positions listed as excluded and included in this section shall be amended at the time successor collective bargaining agreements are bargained to reflect the changes affected pursuant to Section 2106.01, "Recognition".

D) The City of Toledo agrees to discuss all changes in job titles, class specifications or reclassifications of positions with the Bargaining Unit prior to submission to the Toledo Civil Service Commission. ~~Where agreement cannot be reached on the changes requested, both sides will be present at the Civil Service Commission meeting to present their arguments.~~

E) Administrative Policy #20, promulgated out of the Mayor's Office, as revised, will define the policy and procedure to govern not only the review and appeal of classification and evaluation of positions, but also the maintenance of the classification and compensation plan.

The compensation evaluation review committee established pursuant to AP #20 to determine pay grade assignments appropriate to positions and classifications, shall include two (2) Local 2058 representatives (one (1) regular and two (2) alternates) when Local 2058 positions are at issue. Local 2058 shall designate these representatives. The alternate shall serve in the absence of the regular or where a position being reviewed is in the regular representative's division. The regular and the alternate shall be from different divisions and shall serve for a minimum of one (1) year before replacements are named by Local 2058.

Information provided to any committee members and discussions held by the committee shall remain confidential and shall not be discussed with others.

F) Employees in classifications within the bargaining unit of Local 2058 Communications Operator Supervisors shall be paid in the salary group to which the classification is assigned in accordance with the salary as set forth in Section 2106.94 (Base Annual Salaries) through Section 2106.102 (Termination and Severance Pay).

| AFSCME Local 2058 Communication Operators Supervisors | CITY OF TOLEDO |
|----------------------------------------------------------|-------------------------------|
| <i>Ashley Gault</i> | <i>J. McVernon</i> 12/3/18 |
| <i>Jenn Koway</i> | <i>[Signature]</i> 12-3-18 |
| <i>[Signature]</i> 12/3/18 | <i>W. [Signature]</i> 12/3/18 |
| <i>[Signature]</i> 12-3-18 | Anthony Markwood 12/3/18 |
| <i>[Signature]</i> 12-3-18 | |
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2106.09 Credit Union or Financial Institution

The City shall deduct from the paychecks of employees, who have given written authorization, any monies earned to any authorized Credit Union, or other financial institution and remit same to such authorized financial institution.

The City agrees to continue its current direct deposit program for employee paychecks. The employee may choose to receive a paper check or elect direct deposit of his/her paycheck. **However, effective November 1, 2018, all new hires must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment. All employees currently enrolled in the direct deposit program must remain in the program.** In order to elect **enroll in** direct deposit, the employee must give written authorization to the City for direct deposit to any authorized credit union or bank eligible to receive automated clearing house (ACH) direct deposit and follow the procedures for direct deposit as provided by the City.

| AFSCME Local 2058 Communication Operators Supervisors | CITY OF TOLEDO |
|----------------------------------------------------------|-------------------------|
| Stu Kowalch 9-25-18 | Anthony Morwood 9/25/18 |
| Adam Galts 9/25/18 | Frank Yamashita 9/25/18 |
| [Signature] 9-25-18 | Karen Price 9/25/18 |
| Genaz Kowicz 9-25-18 | [Signature] 9/25/18 |
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TA 8/1/18 ASM

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2106.23 Procedure

Procedure for Verbal and Written Reprimands

A) For Verbal and ~~Written~~ Reprimands, if an employee commits an infraction and a counseling is not utilized, he or she will be given a Verbal Reprimand and be placed in Step One of the disciplinary procedure. A copy of the reprimand will be given to the employee, the Union representative, and the Union President. A Verbal Reprimand must be served within fifteen (15) workdays of the City having gained knowledge of the infraction. ~~the employee will be notified in writing of the pending charges and the date, time and location of the meeting to discuss the infraction. The reprimand~~ It should be served ~~done~~ in a private manner which would not cause embarrassment to the employee.

B) For Written Reprimands, if an employee commits an infraction within twelve (12) months of a Verbal Reprimand, he or she will be given a Written Reprimand and be placed in Step Two of the disciplinary procedure. A copy of the reprimand will be given to the employee, the Union representative, and the Union President. A Written Reprimand must be served within fifteen (15) workdays of the City having gained knowledge of the infraction. The reprimand should be served in a private manner which would not cause embarrassment to the employee. ~~The Local 2058 President, Vice President, or Chief Steward or designee shall be notified of the meeting at which the reprimand is to be discussed and served. Preferably the meeting should occur within five (5) workdays after knowledge of the infraction is gained; but in no case more than fifteen (15) workdays thereafter.~~

~~C) The Union President, Vice President, Chief Steward, or designee is to be present along with the employee, the Division head and any other necessary management personnel. The employee may not waive the presence of the Union President, Vice President, Chief Steward, or designee.~~

CD) Reprimands may be appealed to Step Two of the grievance procedure. A meeting to review the matter is to be held within ten (10) workdays, with a decision due within ~~seven (7)~~ ten (10) workdays thereafter. No further appeal is permitted.

Procedure for Disciplinary Action Other Than Reprimand

DE) When an employee is to be disciplined the Division Head or Department Head shall have the charges against the employee reduced to writing, the original copy to be served on the employee and a copy provided to the Union President or his designee. The Union President shall make every effort to be available for the serving of the charges. If the Union President is absent from work, the copy will be provided to the Vice President, Chief Steward, or the Recording Secretary. The City shall serve a copy of the charges to the Union President or a designee at the address, fax, or e-mail address designated by the Bargaining Agent and this shall constitute service.

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The 9-1-1 Communications Bureau shall notify the Local 2058 Union President or Chief Steward when a non-criminal investigation begins of a possible infraction. In no case shall the notification be more than five (5) work days after the Bureau's knowledge. This notification cannot be brought up at the disciplinary hearing as an issue of failing to follow procedure.

Charges must be brought within fifteen (15) workdays of the Bureau notifying the Union that an investigation has begun. If the Bureau needs more time to investigate, it may request an extension in writing from the Hearing Officer. Such request must be specific as to the reasons for and the length of the extension. The Hearing Officer shall have sole discretion to decide extension requests. If an employee's work related activities are being challenged through litigation, any disciplinary action that could be considered by the City may be deferred pending the conclusion of the litigation.

EF) The hearing should be held on a date and time mutually agreed upon, no more than ten (10) work days for 9-1-1 Communications Division after the charges have been served upon the employee. In the event the hearing cannot be held because of the absence of the employee, Union Representative, or Division or Department Head, then it should be held within five (5) work days for 9-1-1 Communications Division after the return of the absent party. The City's designee shall serve as the hearing officer.

FG) The employee shall have the right to be represented at such hearing by the bargaining agent. The employee representative shall have the right to attend any such hearing held where an employee included in the jurisdiction of the bargaining representative is involved. The parties will attempt on each individual case to sit down one or two hours prior to any appearance of the hearing officer, in an attempt to work out any agreements which would be acceptable to the parties, on any such discipline.

GH) The City's designated hearing officer shall use a "preponderance of the evidence standard" in evaluating the evidence in support and in defense of the charges. The employee shall be presumed innocent and the burden shall be upon the City to show guilt. The employee shall further have the right to confront and question the accuser, the right to call witnesses and to examine them in the employee's behalf, the right to have all records of the employee pertinent to the charges at hand, as determined by the hearing officer, made available and the right to file a written answer to the charges.

HH) If the recommendation of the City's designated hearing officer is for dismissal, suspension or demotion, then at the request of the Union or employee, the Mayor or a designee thereof shall then hear oral arguments from the parties relative to the matter and render a fair and just decision. The parties may agree upon alternative penalties to suspension or demotion.

II) Any action taken against the employee shall be subject to the procedures of the Civil Service Commission, or Step 4 of the grievance procedure provided herein. Only the Union may appeal to Step 4 Arbitration of the Grievance Procedure.

8/1/18 ADW

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If an employee files an appeal to the Civil Service Commission and a hearing is set, then the Step 4 Arbitration Appeal of the Disciplinary Action shall be considered settled and dismissed, the employee having elected to appeal through the Civil Service Commission under the Civil Service Rules, as provided by the Charter of the City.

| AFSCME Local 2058 Communication Operators Supervisors | CITY OF TOLEDO |
|----------------------------------------------------------|-------------------------|
| James K... 8-1-18 | Anthony Markwood 8/1/18 |
| Adam... 8/1/18 | ... 8/1/18 |
| | Steve... 8-1-18 |
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| Le... 8-1-18 | |

2106.67 Overtime; Compensatory Time Off

An employee who has worked overtime may at the discretion of the Division/Department Head elect to receive time off in lieu of pay at the appropriate overtime rate, provided that the employee does not accumulate compensatory time in excess of Fair Labor Standards Act limitations. The application hereof shall be applied uniformly and shall not be arbitrarily or capriciously withheld. They shall receive this time off with pay in such a way as not to impair the operations of the work unit.

In the absence of such election, the employee shall receive pay as provided herein.

A) An employee may elect to receive a compensatory pay-out of any amount of their banked compensatory time with any payroll.

B) An employee must take all compensatory time in excess of one hundred sixty (160) hours by April 30 of the year following the year in which the time was earned. If the employee has not taken the time by that date, then they shall be paid for all hours not taken in excess of one hundred sixty (160) hours in the next regular pay period.

C) When overtime worked at alternate status is elected as compensatory time, the difference between hourly rates will be paid with the pay period of hours worked.

D) Any remaining vacation time must be scheduled before compensatory time off is permitted after October 1st of each year.

E) Currently, no more than 50% of the supervisors on each shift may be off at one time. However, each member may request the use of compensatory time even if the other supervisor on the shift is on a vacation day, with the following exceptions:

1. Each member may only make this request on five (5) occasions in a calendar year. The request shall not be for any of the six (6) major holidays.
2. The request must be submitted at least 72 hours, but no more than sixty (60) calendar days, before the affected shift.
3. Only one (1) request may be granted per day, including all shifts. If multiple requests are submitted for the same day, approval shall be given to the first request submitted.
4. Any overtime incurred as a result of the request herein shall be compensated as "money" and cannot be taken as compensatory time.
5. The Parties agree to meet and discuss any unforeseen issues that may result from this subsection.

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|----------------------------------------------------------|------------------------------------|
| <i>Gregory Kowalik</i> | <i>Anthony Morlock</i> 12/3/18 |
| <i>William G. Galt</i> | <i>Jim Vondra</i> 12/3/18 |
| <i>[Signature]</i> 12/3/18 | <i>John R. [Signature]</i> 12-3-18 |
| | |
| | |
| <i>Steve Kowalik</i> 12-3-18 | |
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2106.85 Hospitalization-Prescriptive Drug-Dental Insurance

A) General Provisions: The City shall continue to provide hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, dental care and benefits under the terms and conditions set forth below.

- 1) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) or as otherwise provided by state or federal law. Spouses who are both employed by the City must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Spouses who are both employed that have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from this joint election requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "birthday rule". Coordination of Benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

- 2) Coverage shall be provided at the levels existing as of May 31, 1994 except as set forth in paragraphs B) and C) herein.

B) The following health care cost containment procedures shall be effective for all employees enrolled under traditional coverage:

- 1) Second surgical opinions, pre-admission notification or certification, emergency care limitations, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures as may be established under the medical review programs established by the City shall be followed. Failure to follow the procedures shall result in only eighty percent (80%) coverage for necessary care.
- 2) Full-time employees covered by another health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars (\$25,000.00) in additional life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.
- 3) Coverage for nervous and mental treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-two (22) visits per year at fifty percent (50%) co-insurance.

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- 4) Coverage for drug and alcoholism treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars (\$25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars (\$2,500) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City employee assistance program.
- 5) The panel of providers, and/or Preferred Provider Organization (P.P.O.), selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City will request proposals toward a managed care plan for this purpose with an effective date of June 1, 1999. The Union shall have a seat on the selection committee, but the right of final selection is reserved to the City. The schedule of benefits in effect as of February 9, 1999 shall be maintained, without additional co-pays or deductibles.

C) The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

- 1) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care and a one thousand three hundred dollar (\$1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (\$100/individual and \$200/family) and co-insurance (80%/20%).
- 2) Major medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person with a one hundred dollar (\$100.00)/individual and two hundred dollar (\$200.00)/family deductible and 80%/20% co-payment; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per paragraphs B)3) and B)4).
- 3) There shall be a ~~one hundred dollar (\$100.00)~~ **two hundred dollar (\$200.00)** co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 Noon, or on a Sunday.
- 4) As a condition of continued coverage under the terms of this section, covered employees shall, ~~beginning the first full pay period in July, 2012,~~ be responsible for premium payments in accordance with the following schedule: ~~Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars (\$48) per month; a single employee with one (1) dependent shall pay a monthly premium of eighty dollars (\$80) per month; an employee with more than one dependent (e.g. family coverage) shall pay a~~

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~~monthly premium of ninety two dollars (\$92) per month. Any employee eligible to receive coverage may waive such coverage.~~

~~Effective the first full pay period in June, 2013 the monthly premiums will be increased as follows:~~

- ~~Single employees receiving coverage under this section shall pay a monthly premium of seventy one dollars (\$71) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred twenty dollars (\$120) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred twenty nine dollars (\$129) per month.~~

- ~~Effective the first full pay period in June, 2014 the monthly premiums will be increased as follows:~~

Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars (\$94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars (\$160) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred sixty six dollars (\$166) per month.

The co-premium payments will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "birthday rule" and the spousal exclusion language in Section 2106.85(a) continue to apply to coverage options.

D) Effective June 1, 1994 the availability of a Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) shall be discontinued. All employees, including those in the Traditional Plan, shall thereafter be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels as of June 30, 1993 except as otherwise provided here or in the plan document. Consortium Plan Medical Providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City in conjunction with the Cost Containment Committee. It is understood that the City is currently utilizing the hospital and ancillary providers panels through the Frontpath Health Coalition (FHC). It is further understood that the physicians' panel may be implemented without further consultation with the Cost Containment Committee. However, the schedule of benefits shall not be diminished.

E) The Cost Containment Committee shall be formed from among representatives of the various Bargaining Units and representatives of the City and shall be maintained. The Committee shall develop other cost containment measures, which shall include:

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- 1) Enhanced managed care, such as pre-certification, concurrent review, and utilization review;
- 2) Changed coverage or benefits, such as increased deductibles, limitations on coverage, and contributions from employees;
- 3) Increased claims control, such as coordination of benefits, subrogation, worker's compensation deferral, patient audits, and claims audits;
- 4) Alternate delivery systems, such as preferred provider organizations for specific benefits and direct provider negotiations; and,
- 5) Development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness, and undertake other cost saving measures.

The Committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit.

The Committee shall develop annual goals, objectives, and timetables directly aimed at reducing health care costs. Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the Committee. Goals and objectives not met within established timeframes shall be critically reviewed by the Committee.

If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the Committee's action or inaction on 1, 3, 4, and/or 5 measures listed above, the City may take such actions as it deems necessary to exact cost containment. Changes in measure 2 must be by agreement of the parties.

F) The Union releases the City from any obligation to expend monies currently in the healthcare savings fund created pursuant to former paragraph (g) of this Section on future cost increases or for wellness programming. The Union further releases the City from any obligation to consult with the Cost Containment Committee relative to the transfer or expenditure of those funds.

G) Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

- 1) well baby care limited to routine examinations and immunizations for an infant until the infant's 1st birthday;
- 2) pap tests as well as office fee will be paid in full once every twelve (12) months;
- 3) office visits for routine wellness services and treatment of illness or injury rendered in the physician's office, including physical examinations and family planning shall be subject

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to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraphs (1), (2), and (3) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under Part (g)(1) and (3) will be made for the first one hundred twenty-five dollars (\$125) per single contract or three hundred dollars (\$300) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar (\$10.00) office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided, however, that the bill shall be reduced by the ten dollar (\$10.00) office visit co-pay before the 80%/20% co-payment formula is applied.

H) The City shall continue to provide a major dental program which provides the following:

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

Deductible for Type B Services: \$50.00 per person per year; maximum payment of \$1,000.00 per year.

Maximum lifetime benefit for Type C Services for any covered person \$1,000.00; coverage limited to dependent children under age 19.

This program shall continue in effect for the duration of this agreement.

I) The City shall provide a three tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar (\$6.00) co-payment for tier 1 (generics) drugs; a fifteen dollar (\$15.00) co-payment for tier 2 (preferred brand name) drugs; and a thirty dollar (\$30.00) co-payment for tier 3 (non-preferred brand name) drugs. This program will include a generic drug substitution option.

- 1) The City shall select the provider for formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary. The City may select an alternative carrier at its option.
- 2) The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

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J) The coverages herein for dental and prescription drug shall be under either an individual or family contract as may be appropriate. The selection of the insurance carrier to provide the coverages herein is the exclusive right of the City.

K) A reopener over the terms of this section may occur upon ten (10) days notice by the City if the City's percentage rise in medical services costs in the year 2000 is more than seven percent (7%) greater than the industry actuarial trend for Northwest Ohio. The base cost for this purpose will be the average annual full-time equivalent employee cost for medical services for the combined calendar years 1998 and 1999. In calculating the City's percentage rise, claims for an individual that total more than \$25,000 shall be excluded from consideration from both the base cost and the year 2000 cost. If agreement cannot be reached within thirty (30) days after commencement of the reopener, the parties shall select an arbitrator using the selection procedure set forth in Section 2106.18, "Definition and Grievance Procedure". The arbitrator shall conduct a hearing and render a decision following the provisions of the Ohio Public Employee Collective Bargaining Law at Section 4117.14(G), notwithstanding the provisions of 4117.14(D)(1).

In consideration for the right to reopen on this basis during the term of the 1999 Collective Bargaining Agreement, the City shall not exercise its rights under Paragraph (e) above to take such actions as it deems necessary to exact cost containment through measures 1, 3, 4, and/or 5. The existence of this reopener provision, or this clause of that provision, does not prevent the parties from agreeing through the Cost Containment Committee or otherwise to cost containment measures during the term of this agreement.

The parties hereby agree that they will meet, confer and negotiate on the existing provisions of Section 2106.85 when the Frontpath Health Coalition plan expires.

L) Upon mutual agreement of the parties to this agreement, the parties agree to re-open this agreement for the limited purpose of negotiating the terms of this section, 2106.85, Hospitalization-Prescriptive Drug-Dental Insurance. It is the parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Comm-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, AFSCME Local 3411, and UAW Local 12) regarding the terms of hospitalization, prescription drug and dental insurance. Each unit would subsequently ratify any tentative agreement. If the parties to this agreement are unable to mutually agree on revisions, the existing language of this section 2106.85 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

| AFSCME Local 2058 Communication Operators Supervisors | CITY OF TOLEDO |
|----------------------------------------------------------|---------------------------------|
| <i>Steve Kowalch</i> 9-25-18 | <i>Anthony Markwood</i> 9/25/18 |
| <i>Jeanne Young</i> 9-25-18 | <i>Sam Johnson</i> 9/25/18 |
| <i>[Signature]</i> 9-25-18 | <i>Karen Prose</i> 9/25/18 |
| <i>Debra Zabala</i> 9/25/18 | <i>[Signature]</i> 9/25/18 |

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2106.88 Vacation

A) All regular employees of the City shall be entitled to annual vacation with pay in accordance with the following table:

| Amount of Service During Previous Year Through December 31 | Vacation |
|---------------------------------------------------------------------------|-------------------------------|
| Less than 1 full calendar year | .916 days for each full month |
| After 1 full calendar year | 2 weeks |
| After 7 full calendar years | 3 weeks |
| After 14 full calendar years | 4 weeks |
| After 21 full calendar years | 5 weeks |
| After 25 full calendar years | 6 weeks |

B) In addition to the above, after one full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day. Effective January 1, 2019, the employee will be entitled to three (3) full discretionary vacation days.

C) In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine full calendar years with the City and has terminated and then returns to the City, such employee shall be entitled to count the prior service for determining eligibility for vacation.

D) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule his vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry over vacation must be taken no later than April 30 of the following year.

E) Employees shall be allowed to schedule and take vacations provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.

F) An employee shall not be allowed to be paid cash in lieu of receiving vacation unless the City for some valid reason has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.

G) An employee may request the advance of five (5) days pay at the time of his vacation. The request must be made to the payroll clerk for the division at least fourteen (14) calendar days

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prior to the payday on which the check is to be received. This may be done once each calendar year and is contingent upon the employee having worked in the period in an amount sufficient to be entitled to the advance pay requested.

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|----------------------------------------------------------|---------------------------------|
| <i>Adam Gelich</i> | <i>Sam Kowister 12/3/18</i> |
| <i>Genez Kowicz</i> | <i>[Signature] 12-3-18</i> |
| | <i>[Signature] 12/3/18</i> |
| <i>[Signature] 12/3/18</i> | <i>Anthony Markwood 12/3/18</i> |
| | |
| <i>[Signature] 12-3-18</i> | |
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TA 8/1/18
ADM

Date Presented:

Revision Number: One (1)

**AFSCME Local 2058, AFL-CIO
And
AFSCME, OHIO COUNCIL 8, AFL-CIO
AND
The city of Toledo**

The Union Proposes That:

2106.90 Funeral Pay

A) A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral or memorial services of a member of an employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, **step child**, grandmother, grandfather, grandchild or any other relative residing in the household of the employee.

In the event the third day of such period of mourning falls on Saturday, Sunday or recognized holiday, then the employee shall be allowed the first scheduled work day thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days of funeral pay for travel shall be granted and paid.

B) In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus days schedule.

C) An employee may take one (1) or two (2) days to attend the funeral or memorial services and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within ~~one (1) week~~ **three (3) months** after the date of burial. *Death. ADM 8/1/18*

This benefit shall also be extended when the relative is a veteran being returned for burial.

D) One (1) day of funeral pay shall be granted to attend the funeral or memorial services of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law, spouse's grandmother, spouse's grandfather, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

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E) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the division level, such affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of child, offspring, or parent.

F) Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

The relationship of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of marriage of an employee.

The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

G) An employee shall be granted funeral pay only after the employee furnishes evidence of the death of a person with whom the employee had a qualifying relationship.

H) All funeral leave days granted under this section must be used by the employee within three (3) months of the date of death.

Jean Kowzy
For the Union

Anthony Markwood 8/1/18
For The City of Toledo

Adam Zolner
For the Union

J.W. Whilde 8/1/18
For The City of Toledo

Le Ward
8-1-18
Date

St. Rull 8-1-18

2106.94 Base Annual Salaries

A) Hourly Wages

Wage Rate Effective Through December 31, 2018

NO LONGEVITY

LONGEVITY

(Post July 1, 1982 hires)

| SALARY GROUP | START RATE | FULL RATE | START RATE | FULL RATE |
|--------------|------------|-----------|------------|-----------|
| 11 | \$24.428 | \$28.733 | \$25.749 | \$30.060 |

B) In accordance with Section 2106.02 "Classifications," effective January 1, 2019, the Supervisor – Communications position will be divided into Supervisor - Police Communications and Supervisor - Fire Communications. The Supervisor - Fire Communications classification will be assigned to salary group eleven (11) and the Supervisor - Police Communications classification will be assigned to salary group thirteen (13). The employees will not receive another base wage increase for the duration of the agreement.

Rates Effective January 1, 2019 through May 31, 2021

NO LONGEVITY

LONGEVITY

(Post July 1, 1982 hires)

| SALARY GROUP | START RATE | FULL RATE | START RATE | FULL RATE |
|--------------|------------|-----------|------------|-----------|
| 11 | \$24.428 | \$28.733 | \$25.749 | \$30.060 |
| 13 | \$27.638 | \$32.518 | \$29.207 | \$34.084 |

CD) An employee who is promoted or who works above his classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. If the Starting Rate of the new classification is not at least four percent (4%) greater than the rate the employee was earning in his regular classification, then the employee shall receive the full rate of the new classification. When an employee falls into a pay status that reflects less than one (1) cent, between the start rate and the full rate, then the City shall pay the full rate of pay. The Mayor may decide to pay a promoted employee at the full rate of pay that is applicable, provided that such decisions shall not establish a precedent or

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CITY OF TOLEDO
TENTATIVE AGREEMENT
December 3, 2018

practice. Promoted employees at the Starting Rate will remain at the rate for one thousand forty (1,040) actual work hours after their appointment.

DE) Newly hired employees, who are not placed from within municipal employment, will be paid at the Starting Rate of the salary shown in this section for a period of one thousand forty (1,040) actual work hours after the original date of employment by the City. The Mayor shall have the authority, however, to determine that a new or vacant position is difficult to fill and may then start the employee hired into such position at the full rate.

EF) Whenever it becomes necessary to determine the hourly or daily rate of pay for an employee whose rate is stated herein as an annual salary, the determination shall be made by dividing the annual salary by two thousand eighty (2,080) to determine the hourly rate, or by two hundred sixty (260) to determine the daily rate of compensation for the employee.

| AFSCME Local 2058 Communication Operators Supervisors | CITY OF TOLEDO |
|----------------------------------------------------------|---------------------------------|
| <i>James Kovacs</i> | <i>John McVannetti 12/3/18</i> |
| <i>Robert Zelen</i> | <i>John [unclear] 12-3-18</i> |
| <i>[unclear]</i> | <i>[unclear] - 12-3-18</i> |
| <i>[unclear] 12/3/18</i> | <i>Anthony Markwood 12/3/18</i> |
| <i>Stefan Kovalik 12-3-18</i> | |
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