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ARTICLE 24
WAGES

Section 1. Base Annual Wages

Effective the first full pay period of January 2020, employees shall receive a one and a half percent (1.5%) increase in their base hourly wage

Effective the first full pay period of January 2021, employees shall receive a two and a half percent (2.5%) increase in their base hourly wage.

Effective the first full pay period in January 2022, employees shall receive a three percent (3%) increase in their base hourly wage.

K. Butler

J. Meyer

Jason L. Buh
11-25-19

Valerie Brown-Lynch

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ARTICLE 17
HOSPITALIZATION-PRESCRIPTION DRUG-DENTAL INSURANCE

Section 1. General Provisions

The Clerk shall continue to provide, through the City of Toledo, hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, vision care, dental care and benefits under the terms and conditions set forth below or as otherwise determined by the City.

- A. 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 other age as determined by applicable state or Federal law. Spouses who are both covered under this plan 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. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible they shall be exempt from this joint election requirement.

Where the spouse of a Clerk 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., forty percent (40%) co-premiums or premium payments equaling thirty percent (30%) or more earnings), special consideration will occur.

- B. Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.
- C. Coverage shall be provided at the levels existing as of June 30, 1995 except as set forth in Sections 2 and 3 herein.

Section 2. Cost Containment Procedures

The following health care cost containment procedures shall be effective for all employees:

- A. Mandatory 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

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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.

- B. 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 life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the Clerk or the City.
- C. 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.

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 for drug and alcohol treatment. 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 (\$2,500.00) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City's employee assistance program. The agency selected by the City for managing health care must be used by employees to certify coverage for drug and alcoholism treatment for themselves or their dependents.

Section 3. Cost Sharing Plan and Cost Coverage Restrictions

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

- A. 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 co-insurance (80%/20%).
- B. Major medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per Section 2, paragraph C.
- C. 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

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Saturday after 12:00 Noon, or on a Sunday.

~~D. As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in July, 2014, be responsible for monthly 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 (e.g., "single + 1" coverage) 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 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 July, 2015 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 July, 2016 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. Part time employees' premiums will be pro-rated. Spouses who are both employed by the Clerk or 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 (1) (a) continue to apply to coverage options.

Section 4. Consortium Plan

All employees shall be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels except as otherwise provided herein 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. However, the schedule of benefits shall not be diminished. There shall no longer be a Traditional Plan or HMO

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Plan option.

Section 5. Well Baby Care, Pap Tests, Office Visits

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

- A. Well baby care limited to routine examinations and immunizations for an infant until the infant's first birthday;
- B. Pap tests as well as office fee will be paid in full once every twelve (12) months;
- C. Office visits for routine services rendered in the physician's office, including physical examinations and family planning, shall be subject to ~~fifteen (\$15.00)~~ 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 paragraph A, B, and C shall be paid on the same basis as other covered services (e.g., usual, customary, and reasonable): payment of one hundred percent (100%) will be made for the first seventy-five dollars (\$75.00) per single contract or two hundred dollars (\$200.00) per family per calendar year collectively for well baby care and office visits.

Section 6. Major Dental Program

The City shall continue to provide a major dental program that 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.

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Section 7. Prescriptive Drug Purchase Program

The City shall provide a three-tier closed formulary prescriptive drug purchase program: a six dollar (\$6.00) co-payment for tier 1 drugs (generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (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. The city shall select the provider for the formulary drug program, who shall group drugs according to determinations made by therapeutic committee, as it deems necessary. The City may select an alternative carrier at its option.

The City may implement managed care for the prescriptive drug program. This would allow for an elevation 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.

Section 8. Dental and Prescriptive Drug Coverage

The coverage 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 coverage herein is the exclusive right of the City.

Section 9. Vision Care Plan

The Clerk, through the City of Toledo shall provide a vision care plan, which will contain a deductible plan. The City may select a carrier or become a self-insurer, as it deems necessary.

Section 10. Re-Opener

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 ARTICLE 17. HOSPITALIZATION-PRESCRIPTION DRUG-DENTAL INSURANCE. It is the parties' intent to meet as part of a multi-unit negotiation with AFSCME Local 7 Main unit and Comm-Operators unit, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, and AFSCME Local 3411 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 language of this ARTICLE 17. HOSPITALIZATION-PRESCRIPTION DRUG-DENTAL INSURANCE shall remain in effect for the term of this agreement.

UNION
K. Barker
J. Meyer
Jason L. Bobb
11-25-19

CLERK
Walter Bowman
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ARTICLE 18

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Section 8. On Call Compensation

Supervisors required to be on weekend call shall receive seventy-five dollars (\$75.00) for being on such weekend call, or may choose three (3) hours of compensatory time at the straight-time rate. However, a supervisor may only choose to receive compensatory time if that supervisor has at that time at least two hundred (200) hours of accumulated sick time available to the supervisor. The Clerk will attempt first to fill such weekend on call on a voluntary basis. If on call for the weekend cannot be filled by volunteers, employees will be forced on a rotating basis (the first weekend of mandatory would be filled by the by the least senior supervisor; the second weekend mandatory would be filled by the second least senior supervisor; the third mandatory by the third least senior supervisor and so on. The mandatory list will rotate from bottom to top of the seniority list and then back to the bottom). Any supervisor called into work on a call weekend shall receive double time their rate of pay in addition to the seventy-five dollars (\$75.00), or may choose to receive an equivalent amount of compensatory time if the supervisor has at that time at least two hundred (200) hours of accumulated sick time available to that supervisor. If the weekend is extended by a holiday(s) the supervisor shall receive an additional twenty-five dollars (\$25) for each additional day, or may choose to receive an hour of compensatory time at the straight-time rate for each day if the supervisor has at that time at least two hundred (200) hours of accumulated sick time available to that supervisor. When a holiday falls in the middle of the week, the supervisor on call the following weekend is responsible for taking the call.

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