

Classifications in Section (A) will be reviewed for accuracy with changes approved through the Classification Committee

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CITY OF TOLEDO
PROPOSAL
July 23, 2018

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2105.02 Classifications

A) The positions included in the Bargaining Unit are as follows:

Classification	Salary Group
Administrative Operations Officer	11
Administrative Specialist	9
Administrative Technician	8
Associate Planner	11
Buyer	7
Chief Building Inspector	11
Chief Buyer (825-02)	9
Chief Chemist - Environmental Services	12
Chief Chemist/Bacteriologist	12
Chief Electrical Inspector	11
Chief Electrician	9
Chief General Inspector	11
Chief Heating & Refrigeration Inspector	11
Chief Horticulturist	11
Chief Plumbing Inspector	11
Community Relations Specialist	8
Contract Compliance Specialist	8
Criminalist	9
Customer Relations Officer	12
Data Communications Specialist	10
Energy Coordinator	10
Engineering Associate	10
Engineering Technician	9
Environmental Engineer	12
Environmental Review Specialist	10
Financial Assistance Specialist	9
Foreman - Cemeteries	9
Foreman - Meter Shop	8
Foreman - Parks	9
Foreman - Sewer Construction & Maintenance (663-01)	10
Foreman - Waste Disposal	9
Foreman - Water Distribution System	9
General Foreman - Sewer Maintenance	11
General Foreman - Streets	10

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General Foreman - Water Distribution System	11
Historical/Environmental Officer	12
Historical Review Specialist	10
Industrial Waste Control Specialist	11
Intermediate Traffic Technician	9
Loan Officer	11
Neighborhood Development Specialist	11
Planner	10
Plans Examiner	15
Principal Planner	12
Process Control Analyst	10
Professional Engineer	13
Program Monitoring Specialist	9
Programmer/Analyst	9
Public Information Technician	9
Real Estate Specialist	9
Rehabilitation Specialist	11
Relocation Officer	10
Safety and Training Specialist	10
Secretary (736-01)	6*
*(See agreement between City and Local 2058, to become exempt upon exit of last secretary)	
Senior Accountant	12
Senior Chemist - Bacteriologist	10
Senior Criminalist	12
Senior Environmental Specialist	10
Senior Park Planner	11
Senior Process Control Analyst	12
Senior Professional Engineer	15
Senior Real Estate Specialist	10
Senior Supervisor - Water Reclamation – Operations	11
Senior Systems Analyst	12
Senior Traffic Technician	10
Senior Water Control Room Operator	10
Staff Criminalist	10
Staff Professional Engineer	14
Superintendent - Bridge Maintenance	12
Superintendent - Parks	12
Superintendent - Pump Station	12
Superintendent - Sign Shop	12

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Superintendent - Streets	12
Superintendent - Traffic Signals	12
Superintendent - Waste Disposal	12
Supervisor - Athletics	10
Supervisor - Automotive Maintenance	10
Supervisor - Bridge Maintenance	10
Supervisor - Cemeteries	10
Supervisor - Enforcement Support Staff	9
Supervisor - Forestry	10
Supervisor - Instrumentation	11
Supervisor - Maintenance & Repair	10
Supervisor - Meter Reading and Inspection	10
Supervisor - Meter Shop	10
Supervisor - Nature Programs	9
Supervisor - Police Data Control (664-01)	9
Supervisor - Recreation	10
Supervisor - Recreation/Special Populations	10
Supervisor - Street Operations	11
Supervisor - Surveyor	13
Supervisor - Tax Audits	12
Supervisor - Tax Records Management	10
Supervisor - Traffic Signs and Painting	9
Supervisor - Utilities	11
Supervisor - Utility Accounting	11
Supervisor - Utility Administration	10
Supervisor - Vehicle Parts	9
Supervisor - Water Reclamation - Maintenance	9
Supervisor - Water Reclamation - Operations	10
Supervisor - Water Reclamation - Storeroom	9
Supervisor - Waterworks Maintenance	11
Surveyor	12
Surveyor Associate	9
Systems Analyst	11
Systems Specialist	13
Weed Control Coordinator	9

B) Classifications not currently utilized, but reserved for Local 2058 are as follows:

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Classification	Salary Group
Community Development Program Specialist	9
Engineering Projects Specialist	9
Environmental Grants Specialist	8
Equal Employment/Community Specialist	8
Financial Systems Coordinator	13
Fire Protection Engineer	10
Foreman - Refuse Collection	9
Foreman - Streets	8
Historical/Environmental Specialist	12
PC Systems Analyst	10
Program Management Specialist	8
Quality Circle Facilitator	9
Recreation Programs Coordinator	11
Redevelopment Officer	13
Redevelopment Specialist	11
Rehabilitation Projects Officer	12
Senior Landscape Architect	11
Senior Programmer/Analyst	10
Senior Rehabilitation Specialist	10
Senior Relocation Specialist	9
Senior Supervisor - Water Reclamation - Maintenance	10
Superintendent - Cemeteries	11
Superintendent - Ditch Maintenance	11
Superintendent - Maintenance & Public Building	11
Superintendent - Maintenance & Repairs	12
Superintendent - Municipal Garage	12
Superintendent - Refuse Collection	12
Superintendent - Sewer Maintenance	12
Superintendent - Water Treatment Plant	13
Superintendent - Watermains & Services	11
Supervisor - Accounts Payable	7
Supervisor - Collection & Investigations	11
Supervisor - Communications Specialist	9
Supervisor - Computer Operations	8
Supervisor - Data Processing Operations	7
Supervisor - Office	8

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Supervisor - Painter	9
Supervisor - Payroll	8
Supervisor - Signs	9
Supervisor - Traffic Signals Maintenance	11
Supervisor - Vehicle Repair	9
Technical Service Officer	12
Wastewater Solids Specialist	11
Wastewater Training Specialist	9

C) 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 as defined in Chapter 2101.
- 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 and the Local 7 Communications Operator Bargaining Unit.
- 4) 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.
- 5) 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.
- 6) Also excluded are all employees in the Local 2058 Communications Operator Supervisors Bargaining Unit.

D) 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 2105.01, "Recognition".

E) A consolidation of class titles may occur over the life of this Agreement. A joint labor-management committee shall be formed within thirty (30) days of the execution of this

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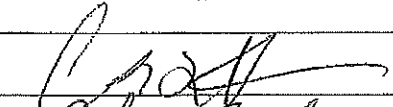
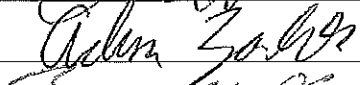
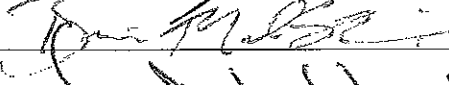
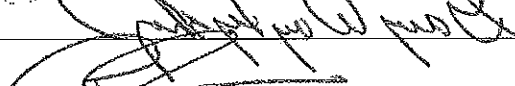
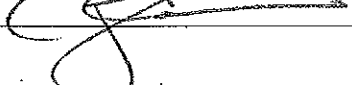

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Agreement for this purpose. The committee shall be comprised of no more than three (3) representatives from each side.

The committee shall review all class titles within the bargaining unit with the intent to consolidate classifications whenever reasonably possible, and to consider whether the current salary groups of the classifications under review are appropriate. The committee shall also consider the merger of classifications within the same salary group. It is not the intent to decrease any employee's pay as a result of any classification merger. The committee's review shall be based upon the knowledge, skills, and abilities determined by job analyses for the classifications.

Any reclassification proposed as a result of this study must be by mutual agreement of the City and Union representatives. Once agreement has been reached on the consolidation of titles, the City shall develop the class specification for the new classification defining the position, providing examples of duties, noting knowledges and skills, and specifying minimum requirements. All current employees serving either provisionally or permanently in a classification that is consolidated shall be deemed qualified for the new classification.

F) Employees in classifications within the bargaining unit of Local 2058 shall be paid in the salary group to which the classification is assigned in accordance with the salary as set forth in Section 2105.94 (Base Annual Salaries) through Section 2105.102 (Termination and Severance Pay).

AFSCME Local 2058	CITY OF TOLEDO
	Anthony Markwood 7/23/18
	Jennifer Bogol 7/23/18
	W. M. [unclear] 7/23/18
	Andy [unclear] 7/23/18
	Rich M. [unclear] 7/23/18
	

OK

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2105.09 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 August 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	CITY OF TOLEDO
<i>Liz Ann Scott</i>	<i>Anthony Markward 5/10/18</i>
<i>Molly Maguire</i>	<i>Abud [unclear] 5/10/18</i>
<i>[unclear]</i>	<i>Jennifer Lopez 5/10/18</i>
<i>Barbara Lane</i>	<i>Colleen Roman 5-10-18</i>
<i>Lucretia Winters</i>	<i>Rick M. [unclear] 5/10/18</i>
<i>Dolly [unclear]</i>	

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2105.23 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 ten (10) 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 ten (10) 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 ten (10) workdays thereafter.~~

C) ~~The Union President, Vice President, or 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, or 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 ten (10) days thereafter. No further appeal is permitted.

Procedure for Disciplinary Action Other Than Reprimands

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. Charges must be brought within ten (10) workdays of the City having gained knowledge of the infraction. 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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EF) The hearing should be held on a date and time mutually agreed upon, no more than five (5) workdays 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 three (3) workdays 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.

HI) 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.

IJ) 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.

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	CITY OF TOLEDO
<i>Adam Zwick</i>	<i>Anthony Markwood 7/10/18</i>
<i>B. T. S.</i>	<i>Jennifer Bogod 7/10/18</i>
<i>[Signature]</i>	<i>[Signature] - 7/10/18</i>
<i>[Signature]</i>	<i>Paul M. [Signature] 7/10/18</i>

[Large handwritten flourish]

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<i>Laurel Workshop</i>	<i>And. Berman</i> 7/10/18
<i>Le Roy on. Head</i>	

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2105.39 Promotions

A) **COMPETITIVE ELIGIBILITY LIST:** When a promotional competitive list has been certified to the appointing authority, the Division Head or appointing authority shall afford all the employees whose names are certified from the list an interview or skills assessment. When the Division Head or appointing authority does not intend to appoint the employee who is the first on the list, then the Division Head or appointing authority shall inform the employee in writing that he/she has not been selected, and when requested, the specific reasons in writing for the employee being bypassed. Priority for promotion may be given to the employee within the Division who is in a natural progression for promotion (e.g., Foreman to General Foreman, Supervisor to Superintendent, Engineering Associate to Professional Engineer, etc.), who has demonstrated the ability to perform the duties in the position to which he or she is to be promoted. ~~The parties agree that the employee who is most qualified from within the Bargaining Unit of Local 2058 should be appointed.~~

- 1) After certification by the Toledo Civil Service Commission, the City will provide the Union President with a copy of the competitive eligibility list for classifications within this Bargaining Unit.

B) **NON-COMPETITIVE ELIGIBILITY LIST:** When a non-competitive list has been certified to the appointing authority, the Division Head or appointing authority shall have the option of (1) conducting an interview, either structured or unstructured, or (2) utilizing a skills assessment, or (3) a combination of an interview and a skills assessment to all the employees whose names are certified from the list. Where the Division Head or appointing authority does not intend to appoint the employee with the best structured interview, then the Division Head or appointing authority shall, in writing, inform the employee who ranked highest that he/she has not been selected. Priority for promotion may be given to the employee within the Division who is in a natural progression for promotion (e.g., Foreman to General Foreman, Supervisor to Superintendent, Engineering Associate to Professional Engineer, etc.), who has demonstrated the ability to perform the duties in the position to which he or she is to be promoted. When requested, the reason(s) for the non-selection shall also be provided. The interview or skills assessment results showing the ranking of those under consideration will be faxed or e-mailed to the Union President or designee prior to filling the position. ~~The parties agree that the employee who is most qualified from within the Bargaining Unit of Local 2058 should be appointed.~~

- 1) It is the intention of this Article that employees, upon completion of the interview or skills assessment, will remain on the list, within that department, as rated in the initial interview or skills assessment, for six (6) months. Priority for promotion may remain in effect for the employee within the Division who is in a natural progression for promotion (e.g., Foreman to General Foreman, Supervisor to Superintendent, Engineering Associate to Professional Engineer, etc.), who has demonstrated the ability to perform the duties in the position to which he or she is to be promoted.

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- 2) If the eligibility list is extended for more than six (6) months, the original interview or skills assessment results may be used or new interviews or skills assessment may be conducted.
 - 3) Employees may update their files with the Division Head and Human Resources at any time.
- C) Any employee who was bypassed shall have the right to appeal directly to Step Two of the grievance procedure, Section 2105.18 for a determination as to the adequacy of the reason(s) for their non-selection. The employee shall file his grievance within six (6) workdays after having been informed of the fact that he will be bypassed.
- 1) Only Local 2058 may decide to appeal a dispute to arbitration.
 - 2) When the employee has filed a grievance under this section, the position shall not be filled until the action of the Division Head has been reviewed through the grievance procedure.
- D) An employee promoted to a higher classification as a result of certification from any promotional list, who is found to be unsuited for the work of the new classification or who desires to return to his former position during the three hundred sixty (360) actual work hours probationary period, shall be reinstated to their former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to their former position, and so forth, with no loss of seniority.
- E) Where a permanently certified employee in the classified service is promoted to a position in the exempt or unclassified service then the employee shall retain his rights in the Local 2058 Bargaining Unit, subject to his return under Section 2105.37, "Vacancies".
- F) In the event an employee is terminated from his or her position in the exempt or unclassified service, then their name may be placed on the eligibility list for appointment for any position or positions in the Local 2058 Bargaining Unit they are qualified for and they may be considered for appointment to the next vacancy which occurs, subject to Section 2105.37, "Vacancies."
- G) The employer shall give notices to the President or designee of the Bargaining Agent of all such promotions.
- H) Provisional appointments shall only be made in the absence of an eligibility list. The employee determined most qualified from among all qualified employees within the Unit, Division, Department or Agency in the next lower classification may be appointed to that position until an eligibility list is established.
- 1) When the provisional employee is finally certified to the position, the employee's accrued seniority for the duration of time spent as a provisional employee shall be counted as the employee's seniority date.

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- 2) Selection of provisional appointees shall occur utilizing a structured process. Selection criteria shall include seniority, experience, work record/performance, attendance, disciplinary record, education/training, and demonstrated ability to perform the job.
- a) All things being equal, the most senior employee shall be appointed.
- 3) Employees bypassed for selection more senior than the selected employee shall be informed in writing by the Division Head of the reason(s) they were not selected. The bypassed employee may appeal directly to Step Two of the grievance procedure, Section 2105.18 for a final determination as to the adequacy of the reason(s) for the non-selection.
- a) Said appeal must be filed within six (6) workdays of notification of the bypassing.
- b) Appointment to the position shall not occur until a determination has been rendered through the aforementioned grievance process.

AFSCME Local 2058	CITY OF TOLEDO
Molly Maguire	Anthony Markwood 5/22/18
Bob [unclear]	W. J. [unclear] 5/22/18
Emily [unclear]	Rick M. [unclear] 5/22/18
Sarah [unclear]	Abdul [unclear] 5/22/18
Barbara [unclear]	Jennifer Kogol 5/22/18
[unclear]	

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CITY OF TOLEDO
TENTATIVE AGREEMENT
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2105.62 Overtime Assignment

A) Whenever it is necessary to work overtime, such overtime shall be distributed as evenly as possible among the employees who have completed their original probationary period and are qualified to perform the necessary work. A seniority rotating overtime list shall be established by job classification according to the employee's seniority within the established work unit. It shall also show the original hiring date.

B) Once established, the list shall be adhered to in the selection of employees to work overtime with the exceptions that:

- 1) If an employee is assigned exclusive authority to a special project, and such project requires that overtime be worked, the employee assigned shall have preference in working the overtime.
- 2) If a particular job requires overtime to be worked contiguous to the shift, in order to complete or further the progress on such job, then the employee who has been working the job on his or her regular shift shall be allowed to continue with the same job during the overtime period; provided, however no employee shall work more than sixteen hours in any twenty-four hour period except under emergency circumstances when authorized by the Division Head or their designee.
- 3) If a particular job requires special expertise of a professional or technical nature, then the employee who has that expertise may be assigned the overtime.

C) All overtime hours worked shall become part of the seniority rotating overtime list of all employees, except as may otherwise be agreed to between the City and the duly authorized representative of Local 2058. When an employee is requested to work and refuses such overtime assignment, or cannot be reached, after two verified calls have been made within one hour, then the employee shall be charged with such overtime. Overtime rotation lists shall remain posted at mutually agreed locations.

D) The procedure for eligibility for overtime when an employee is off for any reason on the last scheduled workday before the weekend shall be governed by negotiated divisional agreement.

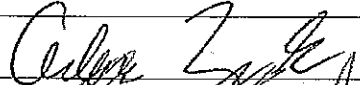
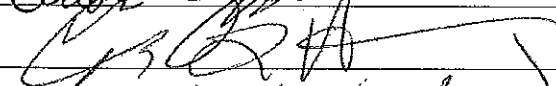
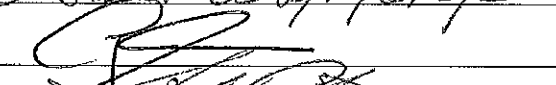
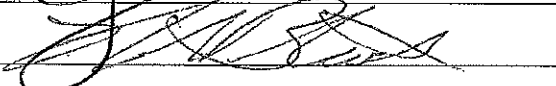

E) In the case of an emergency, employees who are off on the last scheduled workday before the weekend may be called for weekend overtime only after the rotating overtime list has been exhausted. If the employees cannot be contacted, the employee shall not be charged for the overtime call.

F) When overtime becomes necessary for a position filled alternately from outside the bargaining unit, the overtime will be offered to bargaining unit members in that classification within the division before offering it to an alternate from outside the unit except under the circumstances specified in B) above.

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G) Employees who are designated to be the exclusive person on-call and who must respond to a contact for a seven (7) day period, twenty-four (24) hours per day, will be compensated four (4) hours base pay for that seven (7) day period even if they receive no call during that period. The employee will not receive additional payment for calls received while on-call unless the calls collectively exceed four (4) hours. In the event an on-call employee receives more than four (4) hours of phone calls, the on-call employee will receive pay at the rate of time and one-half (1-1/2) the regular rate for the time in excess of four (4) hours. If an employee is requested to report to work, the employee will either be compensated for the time worked or the four (4) hours of on-call pay whichever is greater. The employee will not receive both on-call pay and overtime pay.

AFSCME Local 2058	CITY OF TOLEDO
	Anthony Markwood 8/10/18
	M. P. ... 8-10-18
Loretta Washburn	Jennifer Dogol 8/10/18
	Mud. ... 8/10/18
	
	

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2105.66 Premium Hours

It is the intent of the parties hereto that the overtime premium hours shall be kept equal within eight (8) hours for day workers and sixteen (16) hours for shift workers.

No employee shall work more than sixteen (16) continuous hours except in emergency situations where other qualified personnel are not available. For purposes of this Section, "emergency situations" will be determined by management. *OK*

AFSCME Local 2058	CITY OF TOLEDO
<i>Molly Young</i>	<i>Anthony Parkwood 5/22/18</i>
<i>Frank A. [unclear]</i>	<i>[unclear] 5/22/18</i>
<i>Sant W. [unclear]</i>	<i>Rick M. [unclear] 5/22/18</i>
<i>Barbara Kane</i>	<i>And [unclear] 5/22/18</i>
<i>LeNor [unclear]</i>	<i>Jennifer Bogol 5/22/18</i>

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2105.85 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). 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 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)~~

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~~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 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 2105.85 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:

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

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CITY OF TOLEDO
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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.

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.

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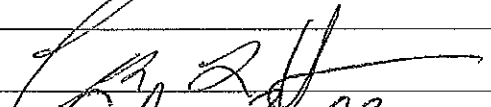
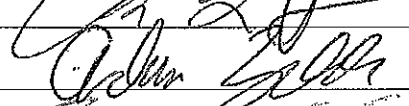
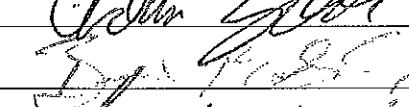
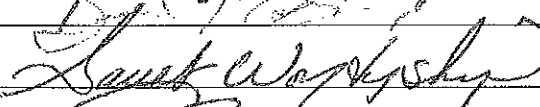
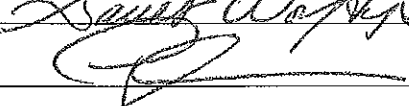
CITY OF TOLEDO
PROPOSAL
July 10, 2018

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 2105.18, "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 2105.85 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 2105.85, 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 section 2105.85 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

AFSCME Local 2058	CITY OF TOLEDO
	Anthony Markwood 7/23/18
	Jennifer Bogol 7/23/18
	M. Markwood 7/23/18
	Shed [unclear] 7/23/18
	R. M. [unclear] 7/23/18



CITY OF TOLEDO
PROPOSAL
July 10, 2018

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CITY OF TOLEDO
PROPOSAL
May 10, 2018

2105.89 Paid Holidays

A) All regular City employees who have completed their probationary period shall be entitled to fifteen (15) paid holidays as set forth below. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the day before and the day after the holiday. An employee who misses work and is not on approved compensated leave on the day before or the day after a holiday will forfeit two times the amount of time missed from his/her holiday pay to a maximum of eight (8) hours.

Effective June 1, 1988

New Year's Day; Martin Luther King Day; Presidents Day (3rd Monday in February); Good Friday; Memorial Day (last Monday in May); Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; the day after Thanksgiving; Christmas Eve (the last regular work day before Christmas Day); Christmas Day.

B) In addition to the above-listed holidays, the employee shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervision. The employee shall schedule these holidays in such a way as not to impair the operation of the work unit, but the holiday shall be scheduled and the employee shall be permitted to take the holidays at some time during the calendar year.

C) For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holiday on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday.

AFSCME Local 2058	CITY OF TOLEDO
<i>Aileen Zolals</i>	<i>Anthony Malwood 7/10/18</i>
<i>Ben Pugs</i>	<i>Jim Malwood 7-10-18</i>
<i>[Signature]</i>	<i>Joseph Borg 7-10-18</i>
<i>Racet Wayship</i>	<i>Rail M. [Signature]</i>
<i>[Signature]</i>	<i>And [Signature] 7/10/18</i>
<i>[Signature]</i>	

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CITY OF TOLEDO
PROPOSAL
May 25, 2018

2105.90 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 service, 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, stepchild, 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 service and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within ~~one week~~ three (3) months after the date of burial death.

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

D) One day of funeral pay shall be granted to attend the funeral or memorial service 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.

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.

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CITY OF TOLEDO
PROPOSAL
May 25, 2018

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.

AFSCME Local 2058	CITY OF TOLEDO
Molly Wynn 25 May 18	Anthony Markwood 5/25/18
David W. Waples 5/25/18	W. J. Markwood 5/25/18
Brian M. 5/25/18	Michael S. 5/25/18
David A. 05/25/2018	Rod M. 5/25/18
LeDon	Jennifer Kogel 5/25/18

TA 8/10/18 AM

CITY OF TOLEDO
TENTATIVE AGREEMENT
August 10, 2018

2105.94 Base Annual Salaries

A) Starting the first full pay period of January 2019, the rates which were effective in June 2018, shall be increased by one and one-half percent (1.5%);

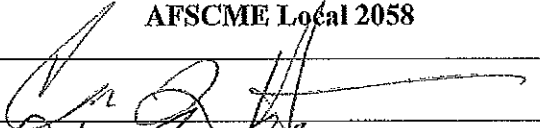
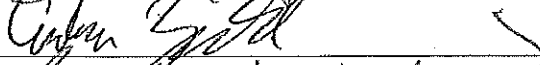

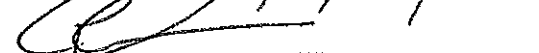
B) Starting the first full pay period of January 2020, the rates which were effective in January 2019, shall be increased by two and one-half percent (2.5%);

C) Starting the first full pay period of January 2021, the rates which were effective in January 2020, shall be increased by three percent (3.0%);


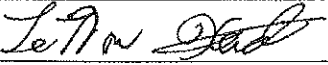
D) An employee who is promoted or who works above his classification will receive the Starting Rate of the class to which the employee has been promoted unless the Starting Rate of the new classification is less than four percent (4%) greater than the rate the employee was earning in his regular classification. 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 practice. Promoted employees at the Starting Rate will remain at the rate for one thousand forty (1,040) actual work hours after their appointment. When an employee has served 2080 hours as an alternate to a position to which the employee is subsequently promoted, he/she shall continue to receive the full rate.

E) 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.

F) 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	CITY OF TOLEDO
	Anthony Placencia 8/10/18
	WJ [unclear] 8/10/18
	Jennifer Bogal 8/10/18
	Abid Farooq 8/10/18

CITY OF TOLEDO
TENTATIVE AGREEMENT
August 10, 2018

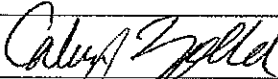
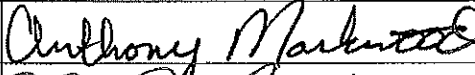
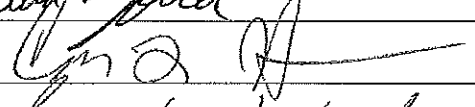

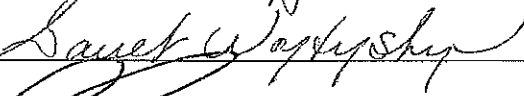
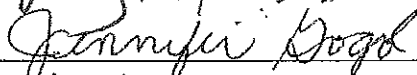
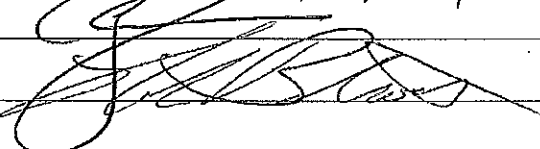

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CITY OF TOLEDO
TENTATIVE AGREEMENT
August 10, 2018

2105.98 Meal Allowances

A) Whenever an employee works four (4) hours overtime contiguous to the regular shift, or when an employee has been called out for emergency overtime for four (4) hours or more, or whenever an employee works on scheduled overtime more than eight (8) hours, meals of a value of at least ~~nine dollars (\$9.00)~~ **eleven dollars (\$11.00)** or its equivalent shall be provided for employees on the job site at the expense of the City. The food will be procured and transported to the job site by the supervisor, or under the direction of the supervisor.

B) An additional meal shall be furnished for each additional four (4) hour period the employee works. In the event that the supervisor does not procure the meal, then an employee may procure the meal or meals and shall be reimbursed by the City in an amount not to exceed ~~nine dollars (\$9.00)~~ **eleven dollars (\$11.00)** for each meal procured.

AFSCME Local 2058	CITY OF TOLEDO
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	 8/10/18
