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AFSCME Local 3411
Toledo Clerk of Courts
December 13, 2018

Article 6 - Work Day/Overtime

Section 1. Work Day

All regular full-time employees of the Clerk of Court shall work an eight-hour workday with a ~~one-half~~ one hour paid lunch period. The Clerk will establish a method for documenting the start and end of the lunch period. Abuse of the lunch period process may result in disciplinary action in accordance with Article 12 of this agreement.

CLERK:

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ARTICLE 19. HOSPITALIZATION-PRESCRIPTIVE DRUG-VISION CARE-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.

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 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 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) 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~~ two hundred dollar (~~\$100.00~~ \$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.

(d) There shall be a monthly co-premium payment amount for each employee. ~~Employees will pay \$25.00, \$40.00 or \$55.00 per month depending on the level of coverage selected. Coverage selections include the following: Single coverage (employee only) will be \$25.00 per month; Single plus one (1) coverage (employee plus spouse or one (1) dependent) will be \$40.00 per month; or Family coverage (employee plus two or more dependents) will be \$55.00 per month.~~

~~As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in July, 2013, 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 (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, 2014 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, 2015 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 as of the date of its discontinuance. 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 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 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;

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 three hundred dollars (\$300.00) per single contract or six hundred dollars (\$600.00) 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.

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 City 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 19. HOSPITALIZATION-PRESCRIPTIVE DRUG-VISION CARE-DENTAL INSURANCE**. It is the parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main unit & Comm-Operators unit, 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 language of section **ARTICLE 19. HOSPITALIZATION-PRESCRIPTIVE DRUG-VISION CARE-DENTAL INSURANCE** shall remain in effect for the term of this agreement.

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ARTICLE 21. WAGES

Section 1. Base Annual Wage Plan

(a) Effective the first full pay period in January of 2019 employees shall receive a one and a half percent (1.5%) increase in their base wage:

	January, 2019 1.5% Increase	
Years of Service	% of Full Rate	Hourly Rate
Start Rate	70%	\$13.43
After Probation	75%	\$14.39
After 2 years	80%	\$15.34
After 3 years	85%	\$16.32
After 4 years	90%	\$17.28
After 7 years	95%	\$18.24
After 10 years	100%	\$19.19

(b) Effective the first full pay period in January of 2020 employees shall receive a two and a half percent (2.5%) increase in their base wage:



	January, 2020 2.5% Increase	
Years of Service	% of Full Rate	Hourly Rate
Start Rate	70%	\$13.76
After Probation	75%	\$14.75
After 2 years	80%	\$15.72
After 3 years	85%	\$16.73
After 4 years	90%	\$17.71
After 7 years	95%	\$18.70
After 10 years	100%	\$19.67

(c) Effective the first full pay period in January of 2021 employees shall receive a three percent (3%) increase in their base wage.

	January, 2021 3.0% Increase	
Years of Service	% of Full Rate	Hourly Rate
Start Rate	70%	\$14.18
After Probation	75%	\$15.84
After 2 years	80%	\$16.19
After 3 years	85%	\$17.23



After 4 years	90%	\$18.24
After 7 years	95%	\$19.26
After 10 years	100%	\$20.26

CLERK

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UNION:

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 Peter Ely
 Reginald Kelsoy
 Elaine Hunter