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Title: **Toledo Board of Education and Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Locals 272, 349, 840, 2174, 2853 (2004) (MOA)**

K#: **840044**

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607-254-5370 ilrref@cornell.edu

840044
4/1/04-3/31/06
15 pgs.

CERTIFICATE
(O.R.C. 5705.412)

RE: RESOLUTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE TOLEDO BOARD OF EDUCATION AND EMPLOYEES REPRESENTED BY OHIO COUNCIL 8, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCALS 272, 349, 840, 2174 AND 2853

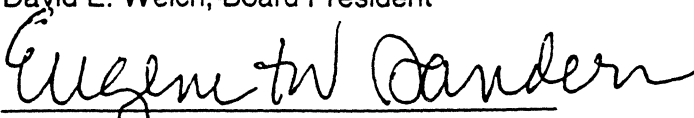
IT IS HEREBY CERTIFIED that the Toledo City School District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract.

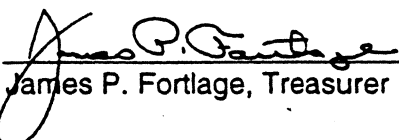
(Revised July 1, 2002 in Compliance with SB77 Revisions to O.R.C. 5705.412)

Toledo City School District Board of Education
Dated: 03/30/2004

TOLEDO CITY SCHOOL DISTRICT
BOARD OF EDUCATION

BY: 
David E. Welch, Board President

BY: 
Eugene W. Sanders, Superintendent

BY: 
James P. Fortlage, Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
AFL-CIO LOCALS 272, 349, 840, 2174 and 2853**

The parties are in agreement as described below.

1. 1.20 percent salary increase retroactive to February 1, 2003 will be paid to all employees covered by the AFSCME Contract who are on the payroll at the time of payment and will be added to the basic Schedule of Wages (Article 9) at time of payment. An additional .28 percent salary increase retroactive to August 1, 2003 will be paid to all employees covered by the AFSCME Contract who are on the payroll at the time of payment and will be added to the basic Schedule of Wages (Article 9) of the current Contract) at time of payment.

2. This money will be paid at the time the Board determines it can financially make payment. If additional funding is received from a new locally voted levy or other voter ballot initiatives before March 31, 2006, the 1.48 % shall be paid.

3. However if after April 1, 2006 the payment has not been made, a mutually agreed person or panel will review the financial condition of the district and recommend, or not recommend, payment. In the event payment is not recommended, the obligation to pay will continue. The recommendation will be advisory only and will not supercede the Board's legal obligation under ORC 5705.412.

4. Payment will reflect step changes for those on the payroll during the period in which payment has been delayed. Individuals still employed but without sick leave, or those on layoff status, will qualify based on their personal schedule placement at time of payment.

FOR THE BOARD



FOR THE UNION



Exemption from Spouse Eligibility Provision

Elimination of this language from AFSCME Article 13.11 Hospitalization and Medical Expense Benefits, General Section #4, a-1.

2-4-04

Patricia Cook

Buz

James F. [unclear]

Chris [unclear]

AGREEMENT BETWEEN
TOLEDO BOARD OF EDUCATION
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES

34.0 Duration, Renewal, No Strike

The Contract shall be extended until January 31, 2004, and shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to January 31, 2004, (or any annual renewal period thereafter) of its desire to amend or terminate this Contract.

FOR THE BOARD:

[Handwritten signature]
Daniel T. Buz
James P. Paul
9-25-03

FOR THE UNION:

Cheryl Taylor-Jobson
Gene Vicary
Jean A. Ford
Pat Cook
Andy Hurley
Maude O'Neil

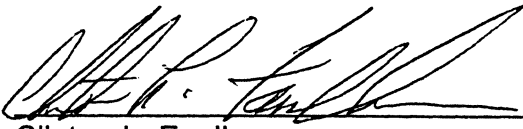
9-25-03

**AGREEMENT
BETWEEN
THE TOLEDO BOARD OF EDUCATION
AND
AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES (AFSCME)
LOCALS 272, 349, 840, 2174, and 2853)**

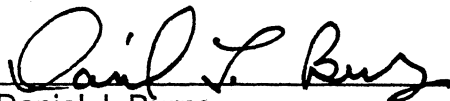
34.1 Duration, Renewal, No Strike

The contract shall be extended until March 31, 2004 and shall be automatically renewed from year to year for one (1) year periods unless either party gives written notice to the other party by certified mail at least sixty (60) days prior to March 31, 2004 (or any annual renewal period thereafter) of its desire to amend or terminate the contract.

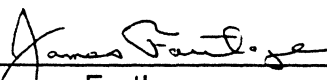
FOR THE BOARD:



Clinton L. Faulkner
Executive Assistant to the Superintendent
Human Resources



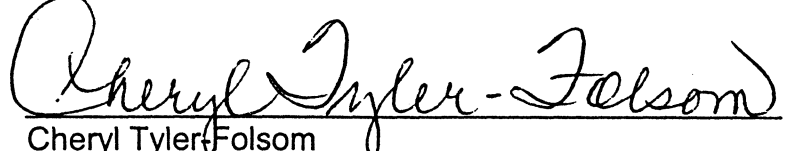
Daniel J. Burns
Chief Business Manager



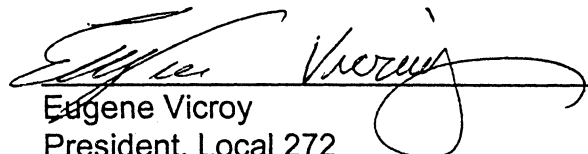
James Fortlage
Treasurer

12/19/03

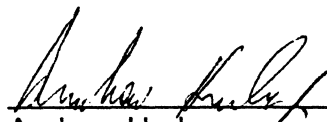
FOR THE UNION:



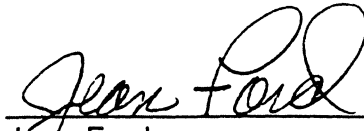
Cheryl Tyler-Folsom
AFSCME Ohio Council 8 Staff Representative



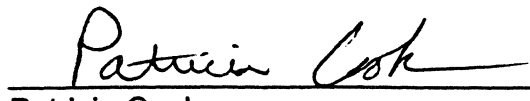
Eugene Vicroy
President, Local 272



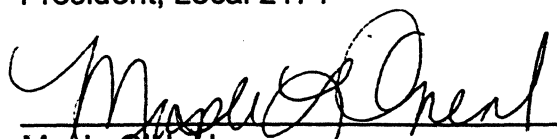
Andrew Hurley
President, Local 349



Jean Ford
President, Local 840



Patricia Cook
President, Local 2174



Maple O'Neal
President, Local 2853

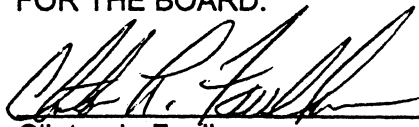
Joint Referral to Interest Arbitration

The Board of Education of Toledo City School District, American Federation of State, County and Municipal Employees, AFL-CIO Locals 272, 349, 840, 2174 and 2853, on behalf of the Toledo School District and these collective bargaining units, hereby submit to Nels Nelson for final and binding arbitration the issue of the Health Insurance Program and other items as tentatively agreed to and signed by the parties on or before this date.

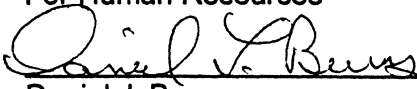
If the agreed package as described above is rejected by any one of the five (5) bargaining units, the question of whether the unit shall adopt the entire package shall be submitted to final and binding arbitration for the rejecting unit. The arbitrator will not add to, delete, or alter the terms submitted to him as previously agreed to by the undersigned parties.

It is further agreed that other items tentatively agreed to and signed by the parties are contingent on adoption of the Health Insurance Program.

FOR THE BOARD:



Clinton L. Faulkner
Executive Assistant to the Superintendent
For Human Resources

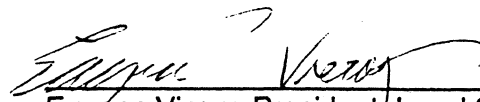


Daniel J. Burns
Chief Business Manager

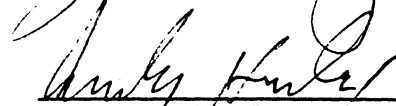
FOR THE UNIONS:



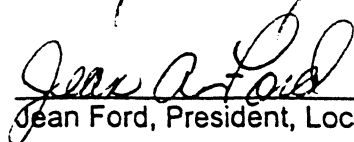
Cheryl Tyler-Folsom
AFSCME Staff Representative



Eugene Vicroy, President, Local 272



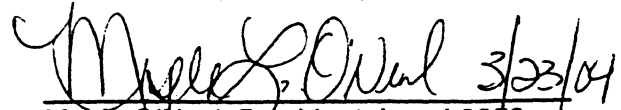
Andrew Hurley, President, Local 349



Jean Ford, President, Local 840



Patricia Cook, President, Local 2174



Maple O'Neal, President, Local 2853

Date 3-23-04

Final
Approved

Option 1: FrontPath PPO

Premium:

Contract Type	Self-Funded Option 1
Employee Only	\$0.00
Monthly Cost to Add	
Spouse (Secondary)	\$0.00
Spouse (Primary)	\$0.00
Children	\$0.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$200.00	\$400.00
Family	\$400.00	\$800.00

Co-Payments:

Plan Type	In-Network	Out of Network
Single	85%	60%
Family	15%	40%

Co-Payment Maximum:

Plan Type	In-Network	Out of Network
Single	\$1,375.00	\$2,750.00
Family	\$2,750.00	\$5,500.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single	\$1,575.00	\$3,150.00
Family	\$3,150.00	\$6,300.00

Emergency Room:

\$50.00 per visit co-payment (Waived if admitted. Does not apply to deductible)

Urgent Care:

\$25.00 per visit co-payment (Waived if admitted. Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

2-4-2004

CTF

N.P.M.

R J.L

Ben

11.0
A.H.

Jat

W.

Option 2: FrontPath PPO

Premium:

Contract Type	Self-Funded Option 2
Employee Only	\$20.00
Monthly Cost to Add	
Spouse (Secondary)	\$6.00
Spouse (Primary)	\$13.00
Children	\$19.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$100.00	\$200.00
Family	\$200.00	\$400.00

Co-Payments:

Plan Type	In-Network	Out of Network
Single	90%	70%
Family	10%	\$30%

Co-Payment Maximum:

Plan Type	In-Network	Out of Network
Single	\$750.00	\$1,500.00
Family	\$1,500.00	\$3,000.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single	\$850.00	\$1,700.00
Family	\$1,700.00	\$3,400.00

Emergency Room:

\$50.00 per visit co-payment (Waived if admitted Does not apply to deductible)

Urgent Care:

\$25.00 per visit co-payment (Waived if admitted Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

2-4-2004
CF
N.E.M.
J.L.
R
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JAV

Option 3: Present Program w FrontPath PPO

Premium:

Contract Type	Self-Funded Option 1
Employee Only	\$35.00
Monthly Cost to Add	
Spouse (Secondary)	\$10.00
Spouse (Primary)	\$20.00
Children	\$25.00

Employee contributions will be offered on a pre-tax basis.

Deductible:

Plan Type	In-Network	Out of Network
Single	\$0.00	\$100.00
Family	\$0.00	\$200.00

Co-Payments:

Plan Type	In-Network	Out of Network
Single		90% - 10% -or- 80% - 20% As in current schedule (Attached)
Family		90% - 10% -or- 80% - 20% As in current schedule (Attached)

Co-Payment Maximum:

Plan Type	In-Network	Out of Network
Single		\$500.00
Family		\$1,000.00

Annual Out of Pocket Limit:

Plan Type	In-Network	Out of Network
Single		\$600.00
Family		\$1,200.00

Emergency Room:

\$50.00 per visit co-payment (Waived if admitted Does not apply to deductible)

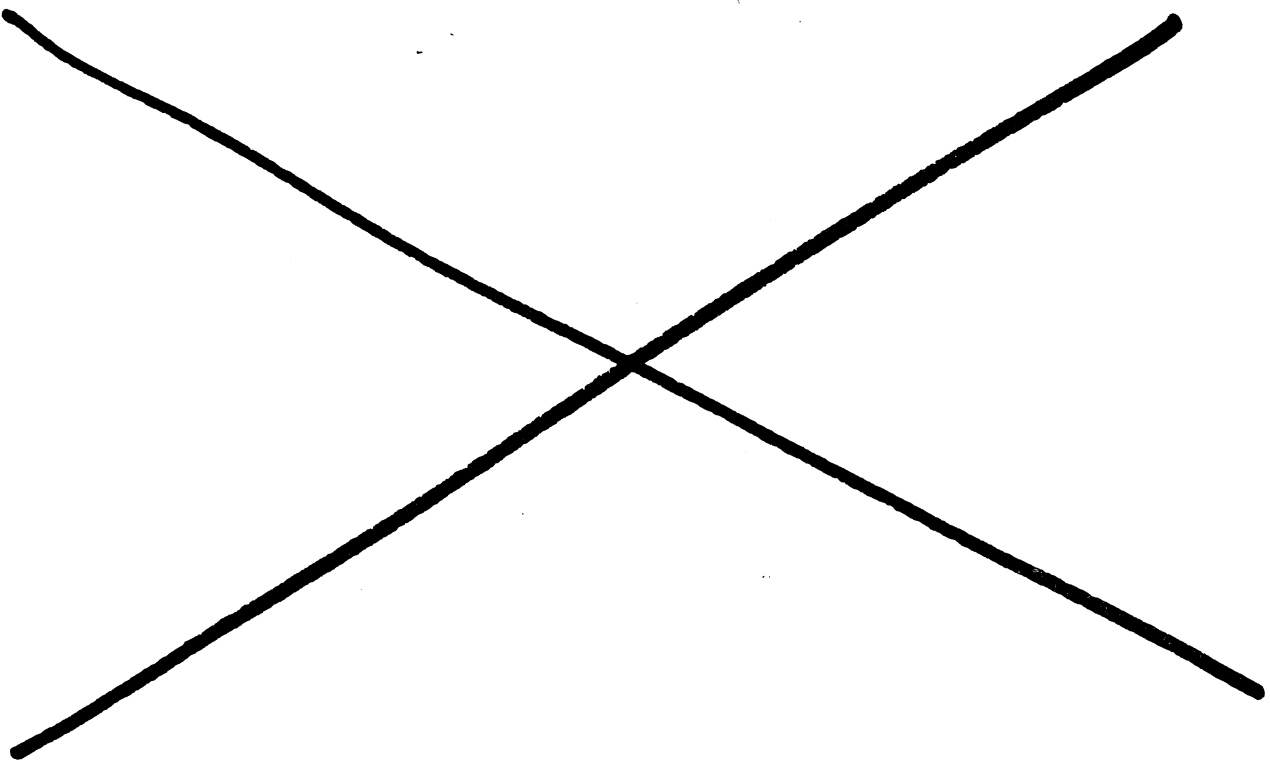
Urgent Care:

\$25.00 per visit co-payment (Waived if admitted Does not apply to deductible)

Physician Office Visit:

\$10.00 per visit co-payment (Does not apply to deductible)

2-4-2004
 J. P. M.
 R. J. S.
 G. F.
 K. C.
 A. H.
 J. A. S.
 W.



OTHER HEALTH & WELFARE COMPONENTS:

Prescription Drug Plan:

Following employee co-pays shall apply to both retail (34 day supply) and mail order (90 day supply):

Generic	\$3.00
Formulary	\$20% to \$20.00
Non-Formulary	\$25.00

The program shall also provide oral contraceptives with a 90 day supply at 1 co-pay and a 91 day supply of the prescription drug (seasonal) with 1 co-pay. Additionally, effective April 1, 2004, all co-pays paid for brand name medication are not eligible for reimbursement through the supplemental major medical program.

Life Insurance:

The life insurance program is to continue as presently offered for the term of the agreement.

Dental Program:

The dental program is to continue as presently offered for the term of the agreement.

Vision Program:

The vision program is to continue as presently offered for the term of the agreement.

2/4/2004

AT-F
 2-4-2004
 J. J. M.
 J. J.
 AK
 JA 4/06
 B-2

ADDITIONAL:

1) The Superintendent's Cabinet and Treasurer will be provided the same healthcare program options.

2) The following spousal exclusion is added to all plans:

"Spouses of Toledo Public School employees are required to enroll in their employer's single health and prescription plans as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan."

3) There will be an active enrollment of employees where plans are presented to them and each employee completes an enrollment form and payroll deduction authorization. If employees do not complete necessary paperwork within the predetermined deadline, they will automatically be placed in Plan Option 1. Option to change plans will be made available annually during an open enrollment period. The open enrollment period extends from the 4th Monday of November through and including the 3rd Friday of December, no later than 4:30 P.M., with an effective date of January 1st.

4) The intent of the parties is to implement plans with an effective date of April 1, 2004, pending agreement on all outstanding items.

5) Members of the Superintendent's Cabinet and the Treasurer are not eligible for any step increases, merit compensation, or any other form of additional compensation unless or until additional funds are available and members of TFT, AFSCME, and TAAP receive additional compensation as well.

6) An eligible employee, whose spouse is a retired employee of Toledo Public Schools with at least ten years full time service and whose spouse is eligible for STRS or SERS health care benefits, may elect to cover the spouse as primary under Toledo Public Schools and will pay the secondary coverage monthly rate. The retired spouse does not have to enroll in STRS or SERS health insurance coverage. However, should such retired spouse become employed, they are required to enroll in their employer's single health and prescription plan as primary, if available and eligible, regardless of any monthly payroll reduction that might be required or monetary incentive that might be offered in lieu of coverage. Spouses who accept a different benefit or cash incentive in lieu of coverage through their employer will not be eligible for Toledo Public Schools coverage. Once a spouse is compliant with this language, they shall be eligible for secondary coverage under a Toledo Public Schools plan.

7) Dependents of Toledo Public School employees who work and are eligible and provided health benefits by their employer are required to enroll in their employer's health and prescription plans as primary. They may participate as secondary under the

2/4/2004

2-4-2004 7:05 AM
Handwritten signatures and initials: "except August", "D. J. M.", "J. H. R.", "R. C.", "C. F. F.", "J. A. I.", "M. A.", "L. B.", "P.", "J. J.", "Handwritten signature", "0.5 P.M."

Toledo Public Schools plan. Should their employment cease and they retain dependent status they are not required to take a COBRA plan and are eligible for primary coverage under the Toledo Public Schools plan.

8) Persons presently exercising their COBRA option will be provided with the opportunity to select one of the three plans. Employees who access COBRA benefits after the effective date are required to maintain the plan in which they participate at the time of the COBRA event.

2-4-2004

[Handwritten signature]
D.M. *[Handwritten signature]*

J.L.
R
G

HO
AK
Jant
CF
W