



Finance

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2025 NOTICE OF LIVING WAGE COMPLIANCE REQUIREMENTS

Toledo Municipal Code Chapter 187 mandates that all vendors awarded over \$10,000 in contracts or over \$100,000 in financial assistance from the City, per year, ("Recipients") meet minimum compensation levels for their employees. The Living Wage statute covers any person who is an employee of Recipients working directly on or under a contract with the City.

Recipients must pay their employees a "living wage" of no less than \$17.00* per hour, or 110% of the annually updated federal poverty level for a family of four, whichever is greater. In addition, Recipients must make available single coverage health benefits that do not cost their employees more than 15% of their monthly wages, excluding probationary employees within an established probationary period that cannot exceed sixty (60) work days. If Recipient does not provide single coverage health benefits, Recipient shall pay a living wage of no less than \$20.09* or 130% of the annually updated federal poverty level for a family of four, whichever is greater.

The following are exempt from Living Wage requirements: (1) contractors or subcontractors with fewer than 25 employees; (2) financial assistance recipients with fewer than 50 employees; (3) recipients of Community Development Block Grant funding; (4) seasonal employees; (5) interns; (6) nonprofit organizations whose sole purpose is to provide cultural, social or educational services; (7) organizations whose primary mission is to provide job readiness and training services, and whose sole purpose of requesting funding is to provide those services; (8) businesses that pay their employees the prevailing wage rate, or pay their employees pursuant to the Davis Bacon Act; (9) volunteers; (10) contractors, subcontractors or employees of financial assistance recipients working on a project which the Mayor has determined is crucial to the economic development of the City. No more than two exemptions, per calendar year, under subpart (10) above are permitted.

Recipients are required to post and provide a notice to their employees notifying them that they may be subject to the Living Wage statute and the current living wage applicable, with or without single coverage medical benefits. Retaliation against employees who claim or report violations is prohibited.

A Recipient who is in violation of any Living Wage requirements shall have thirty (30) days to come into compliance. If after those thirty (30) days the Recipient remains out of compliance, the City may terminate the contract and pursue any available legal remedies.. If a Recipient violates the Living Wage requirements twice, the City shall terminate all contracts already in force and that Recipient shall be prohibited from contracting with, or receiving financial assistance from the City for a period of five (5) years.

Living Wage requirements are more fully described at Toledo Municipal Code §§ 187.36 - 187.43. The key definitions are set forth below:

"Contractor" means any entity that enters into a contract with the City to provide goods or services in excess of \$10,000, or any entity that enters into multiple City contracts in a calendar year that exceed \$10,000 in total.

"Employee" means any individual who may be required or directed by an employer, in consideration of direct or indirect financial gain or profit, to engage in any employment.



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“Employer” means any contractor or subcontractor who employs at least 25 employees on the payroll within the last quarter prior to the effective date of the contract; or any financial assistance recipient who employs at least 50 employees on the payroll within the last quarter prior to the effective date of the financial assistance.

“Subcontractor” means any person not an employee that enters into a contract with (1) a contractor to assist the contractor in performing the contract or (2) a financial assistance recipient to assist the recipient in performing the work for which the assistance was given.

“Volunteer,” means a person who renders aid, performs a service, or assumes an obligation without compensation.

“Seasonal” means any individual who works a certain regular season or period of the calendar year, for a maximum of one thousand two hundred eighty (1,280) hours performing same work or activity limited to that season, or an individual who works as a school crossing guard.

“Intern” means any college or university, full-time student enrolled in a two- or four-year degree program and who works on special projects in connection with his or her field of study; hours worked do not exceed 1500 hours per calendar year and termination of the internship occurs no later than 3 months after graduation from the college or university.

“Person” means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

LIVING WAGE AFFIDAVIT

I, _____, being first duly sworn, deposes and says that Authorized Officer
is _____ of _____,
(Owner, Partner, President, etc.) Company Name

The party making the foregoing proposal or bid does hereby certify in accordance with the Living Wage requirements outlined in Chapter 187 of the Toledo Municipal Code:

Please initial both paragraphs (A) and (B) OR one of the exemptions set forth in paragraph (C):

(a) _____ any person who is an employee of our company, or any employee working for a subcontractor of our company, who is directly working under this contract with the City will be paid a “living wage” of **no less than \$17.00 per hour, or 110% of the updated federal poverty level for a family of four, whichever is greater**; and

(b) _____ our company and/or any of our subcontractors will either 1) make available single coverage health benefits that does not cost the employee more than 15% of the employees’ monthly wages, except to those employees within an established probationary period that does not exceed sixty work days, or 2) in lieu of the single coverage health benefits discussed above, the employee will be paid a living wage of **no less than \$20.09, or 130% of the updated federal poverty level for a family of four, whichever is greater**.

(c) Our company qualifies for one or more of the exemptions to the Living Wage requirements for this contract (please initial all of the exemption(s) that are applicable):

- (1) _____ employ fewer than 25 persons;
- (2) _____ employ only seasonal employees, interns or volunteers;
- (3) _____ are nonprofit organizations whose sole purpose is to provide cultural, social or educational services;
- (4) _____ pay employees the prevailing wage rate, or a wage rate pursuant to the Davis Bacon act;
- (5) _____ recipients of Community Development Block Grant Funding;
- (6) _____ financial assistance recipients with fewer than 50 employees
- (7) _____ organizations whose primary mission is to provide job readiness and training services, and whose sole purpose of requesting funding is to provide those services;
- (8) _____ Mayor’s Exemption for Economic and Development Purposes.

I further certify that 1) there shall be no retaliation against any employee of our company, or our subcontractors, who claim violation of the provisions of the Living Wage statute or reports or testifies regarding an alleged violation; 2) our company will post a notice provided by the City stating that the employees may be subject to this Living Wage statute, and 3) that our company will twice yearly give to our employees a notice stating that the employee may be subject to the Living Wage statute and explaining the current living wage amount, with and without single medical coverage.

I further certify that if any changes occur that would either change my exemption or place the company under an exemption, I will provide written notification of the change immediately to the City of Toledo.

Affiant: _____

Sworn and subscribed before me this _____ day of _____, 2025.

Notary Public

(SEAL)

*** PLEASE NOTE: Current rates listed reflect 2025 Federal Poverty Rates and Guidelines. These rates are subject to change per the Federal Poverty Line Adjustment.**

CITY OF TOLEDO
CONTRACT COMPLIANCE - DIVISION OF PURCHASING
Living Wage Contract Addendum

Chapter 187 of Toledo Municipal Code, mandates that all vendors awarded over \$10,000 in contracts or over \$100,000 in financial assistance from the City **per year** meet minimum compensation levels for their employees. In addition to the requirement for completing the attached Living Wage Affidavit, this statute also requires that the following two paragraphs be added to all City contracts:

1. The City of Toledo Living Wage Requirements, set forth in Toledo Municipal Code 187.24(c) 187.36, 187.37, 187.39, 187.40, 187.43 apply to this contract and to all subcontracts entered for the performance of this contract. Upon notification of a violation of any of those requirements, the contractor or recipient will have thirty (30) days to bring itself and/or its subcontractors into compliance. At the end of the thirty (30) day period, if a violation exists, the City of Toledo may terminate the contract and pursue any other legal remedies. If a contractor or recipient violates the Living Wage provision a second time, all City contracts with that contractor or recipient shall automatically terminate and no new contracts shall be entered into for a five (5) year period. (See Toledo Municipal Code 187.43(c).)

2. Retaliation against any employee claiming violation of the City of Toledo Living Wage provisions is expressly prohibited. Such retaliation shall be grounds for termination of this contract and/or rejection of future bids. (See Toledo Municipal Code 187.43(d).)

In addition, the statute requires each covered contractor or recipient to post and distribute twice yearly to its employees a notice in both English and Spanish, which states the following:

This employer is subject to Living Wage. Employees directly working under a City of Toledo contract, or employees working at a site or on a project to which City of Toledo financial assistance has been given, is entitled to be paid a “Living Wage” as defined by the Toledo Municipal Code.

A “Living Wage” is:

- (1) **\$17.00* per hour or 110% of the updated federal poverty level for a family of four, plus making available single health coverage in an amount not to exceed 15% of the employee’s monthly wages;**
- (2) **\$20.09* per hour or 130% of the updated federal poverty level for a family of four for those employees not provided single coverage health benefits that do not cost the employee more than 15% of his/her monthly wages, except to those employees within an established probationary period that does not exceed sixty (60) work days.**

Employees may report violations to:

Contract Compliance, Division of Purchasing, 1 Government Ctr., Suite 2000, Toledo, OH 43604.

Email: contractcompliance@toledo.oh.gov.

Please have an individual authorized to bind your company to this addendum sign and date below to indicate concurrence with the above changes.

* Rates published in this notice are based on 2025 Annual Update of the HHS Poverty Guidelines, 90 Fed. Reg. 5917 (January 15, 2025). Rates are subject to annual updates..

VENDOR: _____
SIGNATURE: _____
TITLE: _____
DATE: _____