

**NEGOTIATED AGREEMENT  
BY AND BETWEEN**

**CITY OF HAMILTON, OHIO**



**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8,  
AFL-CIO,  
LOCAL 3169  
(CLERICAL AND TECHNICAL UNIT)**



**EFFECTIVE THROUGH JULY 9, 2021**

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This Agreement applies to employees working under the operations, conditions, and requirements of the City of Hamilton, Ohio hereinafter referred to as the "Municipality" or the "City" and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, Local 3169, hereinafter referred to as the "Union" or "Local 3169."

## **ARTICLE 1 - RECOGNITION**

The City of Hamilton hereby agrees to recognize Local 3169, AFSCME, Ohio Council 8 as the exclusive collective bargaining agent for wages, hours and working conditions for the clerical/technical employees of the Municipality and assigned to classifications as listed in the Schedule of Bargaining Unit Classes and Rates attached hereto as Appendix #1.

## **ARTICLE 2 - RIGHTS AND LIMITATIONS**

Section 1. It is agreed that the administration of the Municipality, the direction of its employees, including the making and enforcing of rules to assure orderly and efficient operations, the determination of employee competence, the right to hire, to transfer, to promote, to demote, to dismiss or discipline, and to lay off for lack of work or funds, are rights vested exclusively with the Management of the City except as otherwise modified by this Agreement. Those rights are inclusive of the right:

- a. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Municipality, standards of services, its overall budget, and utilization of technology;
- b. To direct, supervise, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees except as modified by this Agreement;
- c. To maintain and improve the efficiency and effectiveness of the Municipality's operations;
- d. To determine the overall methods, process, means or personnel, internal and external, by which the Municipality's operations are to be conducted.
- e. To make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
- f. To determine the overall mission of the Municipality as a unit of government including the individuals served by the Municipality and the services provided;

- g. To effectively manage the work force;
- h. To take actions to carry out the mission of the Municipality as a governmental unit.

Section 2. It is further agreed that the direction of the work force, the right to plan, to direct and control municipal operations, the right to introduce new or improved work methods, equipment or facilities and the amount of supervision necessary are further rights vested exclusively with Management.

Section 3. The above rights are not all inclusive, but are indicative of the prerogatives which belong to and are inherent with Management. Any of the rights, powers, or authority the Municipality had prior to the signing of this Agreement are retained by the Municipality, except those specifically abridged or modified within this Agreement.

Section 4. Management and the Union recognize the responsibilities incumbent on them and the trust that has been placed in their care to assure prompt and efficient services to the citizenry. Accordingly, provisions of this Agreement which are to be changed, modified, or otherwise abridged shall be by means of negotiations by the parties hereto.

### **ARTICLE 3 - NON-DISCRIMINATION**

There shall be no discrimination against any employee in the matter of employment because of race, color, creed, national origin, sex, age, disability, marital status, membership or non-membership in a labor organization.

### **ARTICLE 4 - REPRESENTATIVES**

Section 1. The Committee shall be elected by the Union and shall represent the Union on all matters that may arise between the Union and Management. Committee members shall be selected from the work units of the Municipality by the Union so as to provide meaningful representation.

It is agreed that any elected officer of the Union, excepting the Local President, who serves on the Committee shall also serve as the Committee member for his or her division or department; however, the total number of Committee members from all departments and/or divisions will not exceed three (3) representatives.

Section 2. The Committee shall consist of representation as outlined in Article 4, Section 1, and shall include the Local Union President and/or representatives of the AFSCME International and/or representatives of Ohio Council 8, and/or other legal representatives as deemed necessary by the Local Union, in their meeting with the Management of the

Municipality. The Municipality may also include its legal representative and others deemed necessary. It is understood that this Committee is established for the purpose of general negotiating activity and would not be required nor is it intended for specific grievances or matters of a departmental nature.

Section 3. The Committee members shall be afforded sufficient time off with pay as may be required to attend meetings scheduled with the Municipality on all matters concerning wages, hours, and working conditions for their respective departments. It is understood that in emergencies or in critical work situations it may be necessary to limit employees from attending such meetings or to reschedule the meeting to a more appropriate time. It shall be further understood that pay will continue only when attendance at the meeting coincides with the regular work hours of each representative. The clearance of Committee members through division supervisors for the purpose of attending Union meetings will be accomplished with proper and sufficient notice to the employee.

Section 4. The Ohio Council 8 staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. The staff representative must first secure permission from the department head or their authorized representative.

#### **ARTICLE 5 - EMPLOYEES AND MANAGEMENT OBLIGATION**

Section 1. The parties to this Agreement recognize their mutual obligations under the Charter and Ordinances of the City of Hamilton, and state and federal statutes.

The Union, the employees, and the Municipality realize that they are engaged in rendering services to the public, and that there is an obligation on each party for the continuous rendition and availability of such services. Employees shall perform loyal, continuous, and efficient work and service and shall use their influence and best efforts to protect the properties of the Municipality and its service to the public, and shall cooperate in promoting and advancing the welfare of the Municipality and the necessary facilities to provide all citizens and customers of the Municipality service at all times.

Section 2. **No Strike, No Lock-out.** The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services for the duration of this Agreement. Management agrees that there shall be no lock-out of Union employees for the duration of this Agreement.

#### **ARTICLE 6 - DUES DEDUCTIONS**

Section 1. The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be

remitted to Ohio, Council #8, American Federation of State, County, and Municipal Employees, AFL-CIO. The payroll deduction shall be made by the employer biweekly. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to [oc8dues@afscme8.org](mailto:oc8dues@afscme8.org), subject line: Local 3169, Pay Date --/--/--:

1. DUES LIST: In alpha order by last name. The name, employee number (or other unique identifier to be agreed upon), current address, phone number, job title and department/work unit of each employee for whom a dues deduction was made; the amount of the deduction for each employee.
2. Total Remittance Amount
3. Each month, the Municipality shall provide the Union with a roster containing the name, class title, division, and date of hire for bargaining unit employees.

Section 2. The Union will provide the Municipality with at least two (2) calendar weeks in advance notice of a pending increase in dues.

The Municipality's remittance will be deemed correct if the Union does not give written notice within two (2) calendar weeks after a remittance is forwarded of its belief, with reason therefore, that the remittance is incorrect.

The Union agrees to indemnify and hold the Municipality harmless against any and all claims or forms of liability arising out of this deduction from the employee's pay of Union dues. The Union assumes full responsibility for the disposition of deductions so made once they have been forwarded by the Municipality.

## **ARTICLE 7- PROBATIONARY PERIOD**

Section 1. All employees in the bargaining unit shall serve one (1) initial probationary period. That initial probationary period shall be one hundred eighty (180) days but not less than one hundred (100) days actually worked, for all, except Inspectors, which shall be for

one (1) year. Employees serving during an initial probationary period are employees at-will and may be removed at any time during the probationary period. Upon successful completion of the initial probationary period, seniority shall be retroactive to the date of hire.

An employee shall be eligible at the conclusion of the probationary period for an initial merit increase which is subject to the supervisor's sole and non-grieveable discretion. Inspectors will be eligible at six (6) months, in the same manner.

Section 2. Promotional probationary periods shall be ninety (90) calendar days, but not less than fifty (50) days actually worked.

Section 3. Employees serving during a promotional probationary period shall have the right to return to the position from which the employee was promoted if the employee fails probation in the promotional position. An employee returning to his or her former position will displace the least senior employee in the classification from which the employee was promoted.

Section 4. Probationary periods for employees taking a transfer or demotion within the same division shall be thirty (30) calendar days, but not less than twenty (20) days actually worked. Probationary periods for employees taking a transfer or demotion outside of their division shall be sixty (60) calendar days, but not less than forty (40) days actually worked.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as a violation, dispute, complaint or interpretation arising between the employee(s) or the Union and the City under this Agreement. Furthermore, this procedure is intended to supersede all provisions in the Ohio Revised Code, the Rules of the Hamilton Civil Service Commission or any other local statutes, Ordinances or rules regarding any and all matters subject to the Grievance and Disciplinary Procedures of this contract or otherwise made subject to this Agreement.

Section 2. A grievance shall be processed and disposed of in the following manner:

**Step 1:** Informal Step. An employee who has a grievance shall discuss it orally with his or her supervisor (and his or her steward) within ten (10) working days of the date the employee becomes aware of the incident precipitating the grievance. The supervisor, employee(s) and steward shall meet within five (5) working days of notification. The supervisor will attempt to adjust the grievance and shall, if the grievance is resolved, give his or her answer in writing to the employee and his or her steward within five (5) work days (of the supervisor) after the meeting. The steward will be released if such release does not interfere with the steward's work.

Step 2: If the employee's grievance is not satisfactorily resolved at the informal verbal step (Step 1) the Union may, within fifteen (15) working days of the meeting with the supervisor, appeal the grievance to the supervisor.

The grievance shall be reduced to writing on a Union grievance form setting forth the details of the grievance (i.e., the facts upon which it is based, the contract provisions, and the relief or remedy requested), be dated and signed by the employee and his or her steward. The supervisor may meet with the employee, the employee's steward, and any other person familiar with the issue(s) within ten (10) working days after receipt of the written grievance. An answer in writing shall be provided to the employee and the steward within ten (10) working days after receipt of the written grievance.

Step 3: If the employee's grievance is not satisfactorily settled at Step 2, the Union may within ten (10) working days after receipt of the Step 2 answer, appeal the grievance to the department head or designee. The department head or designee shall meet with the employee, steward, and president, or designee within ten (10) working days after receipt of the written appeal in an attempt to adjust the grievance.

A written answer shall be sent to the employee, steward, and president, or designee, (whichever attends) within ten (10) working days after the Step 3 meeting.

Step 4: If the employee's grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) working days after receipt of the Step 3 answer, appeal the grievance to the City Manager. The City Manager (or his or her designee) shall meet with the employee, the Union President and the Union Staff Representative within fifteen (15) working days after receipt of the written appeal in an attempt to adjust the grievance, and shall render an answer in writing to the employee, the Local Union President and Staff Representative within ten (10) working days after the Step 4 meeting. The City Manager or his designee may request an extension of the above time limits.

Step 5: If the employee's grievance is not satisfactorily settled at Step 4, the Union may submit the dispute to mediation. Within ten (10) working days after receipt of the Step 4 answer, the Union must give written notice to the City Manager or his or her designee that the Union intends to submit the grievance to mediation. The City may waive mediation by providing written notice to the Union of its intent to waive prior to the selection of a mediator. The mediator shall be selected, within five (5) working days, from a mutually established list of acceptable persons by random selection, or by rotation as agreed. The selected mediator shall meet with the Union representatives and the City representatives within 45 working days of being selected, except that the timeline may be extended by mutual agreement.

At the time of selection, the parties shall select an alternate mediator in the event that the first selected mediator is unable to serve.

The mediator shall meet with the parties, review the facts, consider any evidence which the mediator deems appropriate, and attempt to resolve the matter. Either party may reject the mediator's recommendation. If the grievance is not resolved through mediation, the Union may proceed to arbitration.

The cost of mediation shall be split and paid equally by the parties.

**Section 3. Guidelines for Processing.**

- a. The aggrieved employee, his steward, the Local Union President, and any necessary witnesses shall not lose any regular straight-time pay for time off regularly scheduled work while attending grievance and arbitration proceedings.
- b. Any time limits may be extended upon request of either party; any time limit may be extended, by mutual agreement, for any designated period. All extensions shall be in writing.
- c. A failure of original probation is not subject to the grievance procedure.
- d. An employee may appeal a written reprimand commencing at Step 2 of the grievance procedure. All other disciplinary action may be appealed beginning with Step 4 of the grievance process. Such grievance must be in proper written form.
- e. A policy grievance, affecting a number of employees, may be inserted at the department head level.
- f. Any grievance not answered by the City, with the time limits (including any agreed upon extensions) shall automatically advance to the next step. Any grievance not appealed to the next step (including any agreed upon extensions) shall be deemed to be permanently withdrawn.
- g. If a grievance on a pay step denial is granted, adjustment will be made to the date the pay step should have gone into effect.
- h. All written grievances and responses shall be dated and signed by the appropriate Union or City representative. Both City and Union representatives will acknowledge receipt of a grievance or management response in writing. Such acknowledgment will be properly signed and dated.
- i. In no event shall an employee leave his or her work for grievance purposes without first notifying and obtaining the approval of his or her immediate supervisor. The

supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.

- j. In cases where a grievance is settled in favor of the aggrieved, any monetary adjustment agreed upon will be made no later than the second pay period following the date of settlement. Any physical adjustments will be carried out as expeditiously as possible.
- k. For purposes of clarification, the issue grieved by an employee subject to this Agreement must relate to a specific provision contained therein. Thus, a “grievance” filed by an employee subject to the Agreement on an issue not contained within the scope of the Agreement is not in fact a grievance.

**Section 4. Arbitration.**

a. If the grievance is not satisfactorily settled at Step 5, the Union may, within fifteen (15) work days of the conclusion of mediation or the receipt of notice that the City intends to waive mediation, submit notice to the City Manager that it intends to advance the matter to arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be contacted for a list of arbitrators. The Union shall first strike a name. Thereafter, each side shall alternately strike a name from the list until one remains. The fees and expenses of the arbitrator shall be borne equally by the Municipality and the Union. (If a grievance is withdrawn from arbitration by the Union, the employee, or the City prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to the arbitrator’s award being issued, such expenses shall be shared equally by the City and the Union.) Furthermore, the aggrieved employee, his steward, the Local Union President, and any scheduled necessary witnesses shall not lose any regular straight-time pay for time off scheduled work while attending an arbitration proceeding. In the event of a grievance going to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his or her decision the arbitrator shall have no authority to add to or subtract from or modify in any way, any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).

b. All decisions of arbitrators consistent with the preceding paragraph and all pre-arbitration grievance settlements reached by the Union and the Municipality shall be final, conclusive and binding on the Municipality and the Union and the employees.

## **ARTICLE 9 - DISCIPLINARY ACTION**

Section 1. The Union recognizes the rights of the City to take disciplinary action with employees for just cause. Disciplinary action may include oral or written reprimands, loss of PTO, suspension, reduction of pay within the pay range, demotion, or dismissal.

Section 2. In cases of dismissal, the employee is entitled to payment of all wages due him with issuance of the next regular paycheck.

Section 3. Written reprimands may not be issued without a meeting between the employee and the supervisor involved. If disciplinary action is implemented, it should be implemented within forty-five (45) days of the date the supervisor becomes aware of the precipitating incident or within forty-five (45) days after the investigation is substantially completed. A copy of all disciplinary action will be sent to the Local Union President and Union Steward, unless the employee makes a written request to the contrary.

Section 4. Records of reprimands (oral/written) will not be considered for purposes of applying progressive discipline after a period of two (2) years from the date of the offense provided no other disciplinary actions have been issued within those years. All other disciplinary actions shall cease to be considered for purposes of applying progressive discipline after four (4) years provided no other disciplinary action greater than an oral reprimand has been sustained against the employee in that four (4) year period.

Section 5. Employees are entitled to Union representation at any disciplinary action hearing.

Section 6. No employee shall be disciplined (except for oral and written reprimands) without a hearing by the head of their department or division, unless the employee specifically waives the hearing in writing. Notice of the hearing, charges and reasons for the hearing will be given to the employee, Local Union President and Staff Representative at least three (3) working days prior to the hearing. Upon request of the Union, the City shall provide any documentation that the City intends to present at the hearing. It is the responsibility of the City to advise the employee of his or her rights of representation before the date of the hearing. A failure of the City to advise the employee of his or her right to a representative shall allow the employee to reschedule the hearing within five (5) working days without loss of pay, until such time that notice of the right to representation is given. In special cases, the employee may be suspended pending a hearing, but such hearing shall be held within five (5) working days of the suspension. A response to the hearing will be provided to the employee and Union President within ten (10) working days. If more time is needed for a response to the hearing, such notice will be given to the Local Union President and Union Staff Representative.

Section 7. Appeals of disciplinary action shall be limited exclusively to the grievance and arbitration provisions of this Agreement.

### **ARTICLE 10 - HOURS OF WORK, OVERTIME, PREMIUM RATES**

Section 1. Forty (40) hours within five (5) days shall constitute a regular workweek for all employees in the bargaining unit. All employees shall receive a thirty (30) minute paid lunch period within their established eight (8) hour workday. (Employees may be granted an additional thirty (30) minute unpaid lunch period in accordance with existing divisional practices)

Section 2. Paid lunch periods may be subject to interruption due to work requirements of the employee's job.

Lunch breaks are subject further to the following conditions:

- a. Lunch periods are subject to scheduling by supervision.

Section 3. Overtime shall be paid on all hours in approved paid status in excess of forty (40) in a week or eight (8) in a day.

A shift differential of forty cents (\$.40) per hour for the third shift and twenty-five cents (\$.25) per hour for the second shift shall be paid to employees assigned and working a second or third shift, respectively.

Employees working Saturday or Sunday when it is part of their regularly scheduled work week and not a normally scheduled day of rest shall receive a premium of \$0.50 per hour premium for all hours worked.

Section 4. The City agrees that every attempt shall be made to equalize hours paid for call-in and/or scheduled overtime. The initial overtime list shall be made in order of classification, seniority and qualifications of those employees who normally perform such work in the division and/or the department.

Section 5. It is recognized that unscheduled overtime, such as the continuation of normal customer service and/or related paperwork as exists in the Customer Service, Tax, and Health Divisions, cannot be equalized. In any case, unscheduled overtime must still be authorized by supervision.

Section 6. If an LMC function goes over an employee's scheduled work time, any time spent outside of their normal work hours shall be on a volunteer basis. Such hours will not be considered for compliance with the volunteer requirements of Article 12.

Section 7.

- a. Section 4, paragraph 1, shall not be interpreted to prohibit Management from granting a requesting employee compensatory time in lieu of overtime pay, provided that the grant of such compensatory time is subject to Management's sole discretion. Subject to all the terms of this subsection (a):
  - i. An employee may accumulate up to forty (40) hours of compensatory time per calendar year, which the employee may use in minimum increments of four (4) hours off work unless a lesser increment is pre-approved by Management on a case-by-case basis.
  - ii. Use of compensatory time off work by an employee shall not create overtime for that employee or for another employee.
  - iii. Any accumulated compensatory time off work not scheduled for use by December 1 of any year shall be paid to the employee in December of that year; and,
  - iv. As per the discretion granted in subsection (a), Management may refuse the requested use of compensatory time off work when Management determines that time off would adversely affect the work schedule of the department.

Section 9. Flex-time is permissible when it is mutually agreeable.

Section 10. Call-in Pay.

A minimum of two (2) hours of pay will be provided at a rate of one and one half (1 ½) times of employee's regular hourly rate when called in to do work outside of their regular work schedule. If the call-in occurs on a Sunday, the two (2) hours of pay shall be paid at a rate of two (2) times of employee's regular hourly rate. Should the work not require the full two (2) hours, the employee may go home and be paid two (2) hours pay at the appropriate rate, but remain on call for the balance of the two (2) hour call-in period.

**ARTICLE 11 - ASSIGNMENT OF WORK, TEMPORARY TRANSFERS**

Section 1. All employees may be required to perform any temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. The agency shall notify the Union of any temporary transfer that exceeds thirty (30) days.

It may be used:

- a. To fill a vacancy caused by an employee being on sick or other approved leave of absence;
- b. To provide PTO relief scheduling;
- c. To fill an opening temporarily pending permanent filling of such opening;
- d. To meet an emergency situation;
- e. When an employee is temporarily incapacitated for his or her regular duties;
- f. Where the employee specifically requests a temporary assignment.

Section 2. When an employee is temporarily assigned to substitute in another job classification with a rate of pay lower than his or her own for reasons (a) through (d) in Section 1 of this Article, he or she shall receive his or her regular rate of pay. When he or she is temporarily assigned to a lower classification for reasons (e) and (f) in Section 1 of this Article, he or she shall receive the highest rate of pay applicable to his or her temporary assignment, provided that no employee shall receive an increase in pay.

Section 3. Employees temporarily appointed or assigned to perform duties of a higher rated class shall receive, beginning with the second work day of such assignment, a rate equivalent to one (1) pay step higher than his or her present rate or the first step in the range of the class to which he or she is temporarily reassigned, whichever is greater.

This provision is not intended to affect normal overtime that would occur. Ability and qualifications being equal, the senior employee in the eligible class shall be provided consideration for the temporary appointment.

Section 4. When an employee is assigned to substitute for a position in a classification higher than his or her regular rate for reasons (e) and (f) in Section 1 of this Article he or her shall receive his or her regular rate of pay.

Section 5. Any employee temporarily assigned in accordance with Section 3 of this Article for more than thirty (30) days shall receive the higher rate of pay for Paid Sick Leave, Paid Time Off, Injury With Pay Leave, and Holidays. The City will not remove an employee from a temporary assignment for the purposes of avoiding payment of this benefit.

Section 6. Nothing in this Article shall require the City to make a temporary assignment or to fill any position.

## **ARTICLE 12 - WAGES**

### **Section 1. General Wage Rates.**

- a. Subsequent to the execution of this Agreement, all active bargaining unit employees shall receive a general wage increase of two percent (2%), effective retroactively to the beginning of the pay period that includes July 1, 2018. Wage rates for all bargaining unit employees shall be in accordance with Schedule I attached as Appendix #1.
- b. Subsequent to the execution of this Agreement, all active bargaining unit employees shall be placed into the appropriate classification as follows: Accounting Assistant I shall be reclassified into the Cashier class; Accounting Assistant II, III, and IV shall be reclassified into the Accounting Assistant class; Public Service Tech I, II, and III shall be reclassified into the Public Service Tech class; Administrative Assistant I-IV shall be reclassified into the Administrative Assistant class; Chemist I&II shall be reclassified into the Chemist class; Building Inspector, HVAC Inspector, Electrical Inspector, and Plumbing Inspector shall be reclassified into the Inspector class. All such classification revisions shall be reflected in Schedule I and employees will be placed into the step in the appropriate wage scale that is at least equal to their current rate of pay. An employee whose current rate of pay is below the first step of the revised wage scale shall be placed into Step 1 of the revised wage scale.
- c. Effective at the beginning of the pay period that includes July 1, 2019, all active bargaining unit employees shall receive a one and one-half percent (1.5%) across the board wage increase. All employees shall receive a one-half percent (.5%) performance-based increase effective from the beginning of the pay period that includes July 1, 2019, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 below from January 1, 2018 to December 31, 2018.
- d. Effective at the beginning of the pay period that includes July 1, 2020, all active bargaining unit employees shall receive a one and one-half percent (1.5%) across the board wage increase. All employees shall receive a one-half percent (.5%) performance-based increase effective from the beginning of the pay period that includes July 1, 2020, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 below from January 1, 2019 to December 31, 2019.

### **Section 2. Performance-Based Bonus Criteria.**

The entire bargaining unit must meet or exceed sixty percent (60%) of the following criteria to receive the bonuses set forth in Section 1, subsections (c) and (d) of this Article:

<b>METRIC</b>	<b>STANDARD</b>	<b>VALUE</b>
<b>Lost time hours</b>	0 lost time hours	5%
<b>Lost time incidents</b>	0 lost time incidents	5%
<b>Unscheduled time off</b>	No more than 3 occurrences (1 occurrence = 8 hours or the first day of no more than three consecutive, unscheduled days off) of unscheduled time off on average/per employee	20%
<b>Volunteerism</b>	4 documented, approved volunteer hours in City of Hamilton on average/per employee	25%
<b>Customer Service</b>	60% rating on 360 Degree Survey based on City's Core Values of Passion for Hamilton, Own the Outcome, Respect, Sense of Urgency, and Innovate	25%
<b>Attendance Policy Violations</b>	No more than 2 occurrences under Article 18 - Attendance Policy on average/per employee	20%

Section 3. Employees shall be eligible for the first merit increase following an original appointment based upon language in Article 7. Eligibility for subsequent merit adjustments shall be at annual periods thereafter.

It is understood that satisfactory performance of class duties is a determining factor of merit. Consideration for merit adjustment may be delayed in those instances in which work time has been lost as a result of leave of absence exclusive of military, or an approved leave of absence due to disability caused by or arising out of employment.

Employees who merit a step increase and who do not receive the increase in the first pay after the appropriate anniversary date shall be entitled to retroactive pay provided the matter is brought to the Municipality's attention within sixty (60) days of the appropriate date for the merit increase. The amount of pay shall be equal to the difference between the appropriate old rate and appropriate new rate multiplied by the hours worked in the period following the anniversary date. Retroactive pay for that period shall be computed to include overtime work.

Section 4. Employees in the classification of Inspector will be eligible for an annual incentive of \$1000 beginning in January of 2019, based upon their acquisition of certain additional certifications that are determined by the Municipality to be beneficial. The Municipality will provide notice of the certifications that will qualify for this incentive.

## **ARTICLE 13 - LEAVES OF ABSENCE**

### **Section 1. Funeral Leave.**

- a. In the event of death in the immediate family, a permanent employee shall qualify for funeral leave with pay for up to three (3) consecutive workdays (24 hours) for participation in funeral services or arrangements. For the purpose of this Article, immediate family is defined as: spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, parents or step parents of spouse, grandparents of spouse, son-in-law and daughter-in-law. In the event of a death of a relative of the employee, not in the "immediate family" as defined above, leave with pay of up to one (1) eight (8) hour workday may be taken for attendance at the funeral. In the event the employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against PTO credit, with the approval of supervision.
- b. Funeral leave, with pay, is intended to protect the employee against loss of straight time wages and is only during a period of bereavement. Funeral leave with pay may be substituted for any period during which the employee is already in a paid or unpaid leave of absence status. Funeral leave pay shall be provided to accommodate absence occurring only on days that the employee would otherwise have been scheduled to work and at the employee's class rate.
- c. Funeral leave, as a result of the death of a member of the immediate family or otherwise, shall be taken within a seven (7) calendar day period of the date of the funeral. The employee, as a condition of eligibility for funeral leave pay, shall submit proof of death and relationship, when requested. Eligibility is further conditioned upon the completion by the employee of a certificate as to the purpose of leave usage. Leave requests meeting the conditions set forth in this section require the approval of supervision. Falsification of any such requests shall be grounds for disciplinary action.
- d. Use of funeral leave will not be charged against previously accumulated sick leave balances.

### **Section 2. Union Leave.**

- a. Upon approval by the City, an employee may be granted leave without pay on the written request of the Union, to serve as a delegate to a Union Convention. The Union will receive approval for no more than a total of ten (10) working days per year for this purpose, not cumulative.

- b. At the request of the Union, a leave of absence without pay of up to one (1) year shall be granted to an employee selected for Union Office, employed by the Union or to perform any function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. If benefits are provided by the City, the Union shall reimburse the City dollar-for-dollar for all benefits provided during such leave.
- c. Seniority accrued prior to the leave commencement shall remain to the credit of the employee. Seniority shall accrue during the leave of absence for purpose only of PTO benefits, promotional exam credits, and for layoff purposes.
- d. It is understood and mutually agreed that Management will return the employee-Union representative to his or her former class position. Should that position not exist, the employee will be returned to a class position of equal maximum pay which the employee is qualified to perform; as a last resort, the employee may be returned to a class position of lower maximum rate, qualifications permitting.
- e. Other employees who are temporarily advanced as a result of a Union Business Leave shall not hold permanent promotional appointment within that higher class, and upon return of the employee-union representative from business leave, said advanced bargaining unit member may be returned or laid off if the employee is an entry level position and no vacancies exist, as may be required to accommodate the leave termination.
- f. Prior to return to active service, the employee-union representative shall provide advance written notice to management of at least fourteen (14) calendar days of his or her intent to return from leave.

**Section 3. Military Leaves.**

- a. Physical Examinations: An employee ordered for a pre-induction physical shall be given time with pay for this purpose by showing his or her order to his or her department head. Time taken for periodic physicals for reserve status training is not paid time.
- b. Short Term Military Leave: Regular full-time employees who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service or field training or active duty for periods not to exceed thirty (30) days per calendar year (not to exceed 176 hours in any calendar year) with no loss of pay. Such a leave must be granted by the department head after seeing orders from proper military authorities. Military training leave does not apply to short repetitive periods of military service.

- c. In those instances where the gross military pay, excluding compensation for travel, food, lodging, as earned by the employee while on military duty is less than the pay he or she would have received as a City employee for the same period of time, the employee will be eligible to receive payment from the City equal to the difference between the gross military and civilian pay as shown in the Classification and Compensation Plan. Military gross pay will be computed from the first to the last calendar day inclusive of such active duty service. The gross pay adjustment will be made upon the employee's return to City employment with the submission of his or her military pay voucher to the Director of Finance and will be subject to deductions required by law or authorized by the employee.
  
- d. Long Term Military Leave: Pay Differential - A pay differential shall be paid for any officer or employee called to active duty for a period exceeding 31 days by an executive order or act of Congress. In such a situation, the public officer or employee will be entitled to a monthly amount equal to the lesser of: (1) the amount by which his monthly civilian wages or salary exceeds his military pay and allowances, or (2) \$500.

An employee who enters military service must show his supervisor his military orders for active duty. Such employees should keep their money in the retirement system if they expect to return. Any employee who has been employed by the City of Hamilton and enters military service as a draftee, or on first enlistment, is entitled by law to restoration of his job if he reports within ninety (90) days after separation with an honorable release from active duty, or release from hospitalization due to an in-service injury or illness continuing after release from active duty for a period of not more than one year.

- e. Reinstatement Following Military Leave: Reservist and National Guardsmen on active duty for initial training for three (3) to six (6) months have thirty-one (31) days after honorable release from training or duty to discharge from hospitalization caused by training in which to apply for restoration. This restoration must be made within thirty (30) days after the request is filed. An employee other than a former probationary employee shall be restored to his former title and to the salary step that he would have achieved. In any event, return to work shall be consistent with law.

An employee who enters military service during his probationary period shall be credited with days worked toward completion of that probationary period. However, upon return from military service, he must complete the probationary period. He shall be restored to his former title, and his salary shall reflect all salary adjustments to his former rate granted during military leave. Upon completion of the probationary period, he will then be advanced to the salary step that he would have achieved consistent with law.

Section 4. Leaves of absence may be granted for the purpose of job-related training or education to provide for the advancement within the classified service. Such leaves will be granted with pay providing such training or education is approved by the Municipality.

Section 5. A leave of absence for pregnancy reasons will be granted to full-time, permanent employees in accordance with appropriate federal and state statutes and in keeping with provisions of the sick leave policy of the Municipality and the PTO provisions of this Agreement.

Section 6. Seniority shall continue to accumulate during all approved leaves of absence including approved unpaid leaves of absence due to military service and union business leave.

#### **ARTICLE 14- INJURY LEAVE WITH PAY (ILWP)**

Section 1. An employee who suffers an on-the-job injury from original and an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Municipality, and who is off work due to said injury for a continuous period of ten (10) calendar days, will upon application be compensated at his or her regular rate of pay at the time of the injury in lieu of the employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed one hundred and twenty (120) calendar days from the date of injury. After the employee has been off work for a period of ten (10) continuous days, the employee shall receive his or her regular pay retroactive to the sixth (6th) workday of the period of continuous absence. Five (5) work days of this period shall be charged against the employee's sick leave or PTO balance, and the remaining work days for which injury leave is due shall be recredited to the employee's sick leave or PTO account. The City shall have subrogation rights with regard to any amount paid in injury leave where the employee injury is the result of the actions of a third party.

Section 2. In order to receive Injury Leave, the employee shall submit to be diagnosed and treated by a physician on the City's preferred panel Workers' Compensation physicians. The employee shall also submit a properly signed statement from the physician which states: diagnosis, date of treatment(s), causal nature of the condition, nature of disability and prognosis with expected date of return. Periodic statements at intervals of not more than six (6) weeks shall be provided during the course of disability.

Section 3. The Municipality shall have the right to withhold any leave payment until it has received proof of all items listed above regarding injury leave. Falsification of any information with respect to any paid leave, including injury leave, shall be grounds for disciplinary action up to and including discharge.

Section 4. An employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Municipality, from time to time, to submit to a medical examination by a physician selected by the Municipality for the purpose of determining any questions regarding eligibility for and the duration of injury leave.

Section 5. Notwithstanding any other provisions of this Agreement, an employee on injury leave who is unable to perform his or her regularly assigned duties may, at the discretion of the Municipality, be assigned other duties not requiring great physical exertion in lieu of injury leave compensation, provided such work is available and the Municipality's physician releases the employee to return to work under such conditions. The Municipality shall make a good faith effort to provide light duty work within the employee's classification. However, an employee may not refuse an offered light duty assignment that complies with the employee's physical restrictions.

Section 6. If still unable to return to work, following any use of ILWP, the Employee shall then fully utilize any Sick Leave in the Employee's balance. He or she shall then use other accrued time (such as PTO or compensatory time) prior to requesting an Unpaid Leave of Absence for Medical Reasons.

Section 7. No ILWP shall be payable for any absence when the initial medical treatment was not sought within seven (7) days of injury. Each and every use of ILWP shall require the "waiting period" specified in Section 1 and no payment whatsoever may be made for any date more than one hundred and twenty (120) calendar days of original injury.

Section 8. The City will continue its portion of premium payments on medical, surgical and life insurance benefits during any period of paid leave(s). The Municipality will pay its portion of premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the employee's accumulated leave time.

Section 9. Seniority shall continue to accrue during any period of approved leave. However, timing of merit step adjustments or of probationary periods shall not continue during any period when the employee is off for more than thirty (30) consecutive days.

Section 10. An employee on ILWP will be eligible for routine negotiated wage increases which otherwise are effective while the Employee is on ILWP.

Section 11. **Injury Report.** In case of an on-the-job injury, a copy of the injury report will be forwarded to the Union President within thirty (30) days of the date the report is filed, when an employee has requested that by check-off on accident report.

**ARTICLE 15 - PAID TIME OFF**

Section 1. Effective the date this Agreement is executed, time off will be awarded as “Paid Time Off” and the award of time formerly known as Vacation, Floating Holidays or Personal Leave Holidays, Employee Birthday Holiday, and Sick Leave will cease.

- a. The City will grant Paid Time Off with pay to all employees hired into the bargaining unit prior to April 16, 2013 on the following basis as long as the employee is in an approved leave status:

<b>Years of Continuous Service</b>	<b>PTO Hours Per Year</b>	<b>Approx. PTO Accrual Per Pay</b>	<b>Min Amount to Be Used/Yr (25%)</b>	<b>PTO Bank Maximum</b>	<b>Max PTO Hours Paid at Separation</b>
Less than 1	128	4.92	32	480	1:1; 480 max
1	208	8.00	52	480	1:1; 480 max
7	248	9.54	62	480	1:1; 480 max
16	288	11.08	72	480	1:1; 480 max
17	296	11.38	74	480	1:1; 480 max
18	304	11.69	76	480	1:1; 480 max
19	312	12.00	77	480	1:1; 480 max
20	320	12.31	80	480	1:1; 480 max
21	328	12.62	82	480	1:1; 480 max
22	336	12.92	84	480	1:1; 480 max
23	344	13.23	86	480	1:1; 480 max
24	352	13.54	88	480	1:1; 480 max
25	360	13.85	90	480	1:1; 480 max
26	368	14.15	92	480	1:1; 480 max

- b. The City will grant Paid Time Off with pay to all employees hired into the bargaining unit on or after April 16, 2013 on the following basis as long as the employee is in an approved leave status: All employees that fall on this scale shall receive a one-time PTO dump of 24 hours. Employees shall earn PTO over and above the 24 hour dump according to the scale below:

<b>Years of Continuous Service</b>	<b>PTO Hours Per Year</b>	<b>Approx. PTO Accrual Per Pay</b>	<b>Min Amount to Be Used/Yr (25%)</b>	<b>PTO Bank Maximum</b>	<b>Max PTO Hours Paid at Separation</b>
Less than 1	88	3.38	22	480	1:1; 480 max
1	168	6.46	42	480	1:1; 480 max
7	208	8.00	52	480	1:1; 480 max
16	248	9.54	62	480	1:1; 480 max
17	256	9.85	64	480	1:1; 480 max
18	264	10.15	66	480	1:1; 480 max
19	272	10.46	68	480	1:1; 480 max
20	280	10.77	70	480	1:1; 480 max
21	288	11.08	72	480	1:1; 480 max

- c. For Paid Time Off purposes, it is understood that all period of employment are to be continuous periods of employment; that is, without separation by resignation or dismissal.

Credit for continuous service shall apply only to service for the City of Hamilton for persons hired after August 17, 1994. Such employees shall receive no credit for service in any other public agency and shall have no right to claim such service under Ohio Revised Code § 9.44.

Section 2.

- a. Each year, employees will be required to pre-schedule and use 25% of their annual allotment. Employees shall submit their choice of PTO dates for a minimum of 25%, but may submit up to a maximum of 50% of their annual allotment for the calendar year of January 1 through December 31 to their supervisor between December 15 of the previous year and January 31 of each year. PTO requests submitted during this period shall be granted within each division based on bargaining unit seniority, provided that requests for a full week of PTO will be given priority over single day requests. All requests are subject to supervisory and operational requirements. All requests submitted under Section 2(a) shall be returned to the employee on or before February 15<sup>th</sup> of each calendar year. If 25% of an employee's annual PTO allotment is not taken by January 1 of each calendar year, any PTO above such allotment shall be removed from the employee's PTO bank.
- b. Time-off requests not covered by Section 2(a) above must be submitted with one day's advance notice. Time-off requests that are received under the one-day notice period will be considered on a case-by-case basis, and are subject to management approval.

- c. Since sick time is not tracked separately under this benefit structure, any frequent, unscheduled and/or patterned absences will be subject to inquiry, including, but not limited to, the request for medical certification and disciplinary measures to address and/or correct the employee's unexcused and/or frequent absenteeism.
- d. A physician's statement on a form approved by the City is required for unscheduled and unapproved absences of three (3) or more consecutive work days. Such a statement will include, at a minimum, the employee's name, date the illness began, general nature of the illness, the date the employee is able to return to work, the physician's name, address and telephone number, and the physician's signature.
- e. Leave available under the Family Medical Leave Act shall be used concurrently with PTO, provided the reason for the leave is a reason for which leave may be taken under the Act. Family Medical Leave shall not be an addition to leave provided in this Agreement, except where all leave provided to the member pursuant to this Agreement is less than twelve (12) weeks or twenty-six (26) weeks, if applicable.

### Section 3.

Changes in the PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee falls. Once 480 hours is reached, the accrual will stop. Once the employee's PTO balance goes below 480 hours, the accrual will re-activate and continue as described above.

### Section 4.

Any employee on pre-scheduled PTO pursuant to Section 2(a) in this Article who is called in for emergency work shall be compensated at double time (2x) in addition to the regular pay for the PTO or be compensated at double time (2x) and take the PTO at a later date.

### Section 5.

Employees who voluntarily resign their employment without giving two weeks' notice may forfeit any accrued PTO time.

## **ARTICLE 16 - PREVIOUSLY ACCUMULATED SICK LEAVE**

Section 1. All accumulated sick leave that is in the employee's bank on January 1, 2016 will be frozen at its current rate. After January 1, 2016, employees may still utilize this sick leave bank, per the City's Administrative Directives on Sick Leave and Family and Medical Leave, at a value of hour for hour at the time it is being used.

Section 2.     **Retirement Conversion of Sick Leave.** An employee who was hired prior to 1-1-90 and is eligible and retires shall be eligible to receive seventy-five percent (75%) of the value of his or her accumulated sick leave. For purposes of this paragraph, the maximum sick leave accumulation for payment under this paragraph shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee who was hired after 1-1-90 and is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his or her accumulated sick leave. For purposes of this paragraph, the maximum sick leave accumulation for payment under this paragraph shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee who was hired on or after 11-1-94 and is eligible and retires shall be eligible to receive twenty-five percent (25%) of the value of his or her accumulated sick leave. For purposes of this paragraph, the maximum sick leave accumulation for payment under this paragraph shall be one hundred fifty (150) days or twelve hundred (1200) hours.

Section 3.     An employee who dies as a result of his or her employment with the City to the extent that the family is eligible to receive Workers' Compensation, then said family, heirs or estate will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation for payment under this section shall be one hundred fifty (150) days or twelve hundred (1200) hours.

An employee who dies, not as a result of his/her employment with the City then said family, heirs, or estate will be eligible to receive seventy-five percent (75%) of the employee's accumulated sick leave.

**ARTICLE 17 - HOLIDAYS**

Section 1.     Bargaining unit employees will be paid for eight (8) hours pay at straight time for the following holidays observed by the City:

- |                  |                               |
|------------------|-------------------------------|
| New Year's Day   | Martin Luther King Jr. Day    |
| Good Friday      | Memorial Day                  |
| Independence Day | Labor Day                     |
| Thanksgiving Day | Friday after Thanksgiving Day |
| Christmas Eve    | Christmas Day                 |
| New Year's Eve   |                               |

Section 2.     Double the straight time hourly rate in addition to holiday pay shall be paid for each of the first eight (8) hours of work performed on the observed holidays.

Section 3. Double the straight time hourly class rate shall be paid for all hours worked beyond eight (8) on said holidays.

Section 4. The employee will be provided eight (8) hours pay at his or her straight time hourly rate for full day holidays not worked provided he or she has worked on the last scheduled work day prior to and his or her next scheduled work day following the holiday.

An employee scheduled to work on a day otherwise observed by him or her as a holiday and who fails to report as scheduled and who further fails to present sufficient reason for the absence shall not be eligible for the holiday pay.

Section 5. For holidays having fixed calendar dates, leave eligibility is conditioned upon the employee being in a pay status on the actual date of the holiday, e.g., Independence Day, Christmas Day.

Section 6. An employee on approved sick leave the day prior to or the day following the calendar holiday may receive the appropriate benefits of holiday pay, provided such employee produces valid evidence to justify his or her being off. The validity and kind of evidence is at the sole discretion of the City. The significance of this paragraph is to give the City protection against the misuse of sick leave; the use of which could be more inviting to the employee when a holiday situation is involved. Further, the Union agrees to support the City in its effort to control the misuse of sick leave in any case.

Section 7. No holiday leave benefits will be paid to an employee whose separation is by action of dismissal or discharge. This section shall prevail over any holiday benefit provisions contained herein above relative to payment of holiday leave as it would pertain to dismissal or discharge.

### **ARTICLE 18 - ATTENDANCE POLICY**

An employee is to notify management in advance of the scheduled shift start when said employee is absenting himself or herself from work. An employee is also to notify management in advance of the scheduled start of the work shift when the employee will be late in reporting to work. Generally, these notifications are most relevant to unscheduled absences.

When an employee is tardy but is able to report within thirty (30) minutes of the start of the scheduled work shift, the following disciplinary procedures will be followed:

The first four (4) occurrences within any rolling twelve (12) month period of tardiness will be considered to be an excused absence;

In the event an employee has a fifth occurrence of tardiness within a rolling twelve (12) month period, the employee will receive a verbal reprimand from the supervisor.

In the event an employee has a sixth occurrence of tardiness in this manner within a rolling twelve (12) month period, the employee will be issued a written reprimand concerning the violation of attendance policies.

In the event the employee has a seventh occurrence of tardiness within a rolling twelve (12) month period, the employee will be considered for disciplinary action involving a minimum three (3) day suspension without pay. In this particular situation, such disciplinary action will be meted out after a pre-disciplinary conference is scheduled by management.

If additional tardiness occurs within a rolling twelve (12) month, the employee will again be subject to disciplinary action up to and including dismissal from employment with the City. Such disciplinary action will be meted out after a pre-disciplinary conference is scheduled.

An employee will not be disciplined under this Attendance Policy if the employee has six (6) or fewer unscheduled PTO absences within a rolling twelve (12) month period. Unscheduled PTO absences above six (6) within a rolling twelve (12) month period will result in discipline pursuant to this Attendance Policy unless the absences are approved by management, supported by a physician's certificate, or required by a law such as the Family and Medical Leave Act and the Americans with Disabilities Act. One (1) unscheduled PTO absence will be counted for each day the employee uses PTO that is unscheduled without one (1) day's notice in excess of thirty (30) minutes.

Excessive absenteeism and tardiness results in disruption to scheduled activities, an excessive waste of supervisor and Management time, and further, results in a hardship on other employees who are available for work at the start of their work shift as required.

## **ARTICLE 19 - FILLING OF VACANCIES**

Section 1. Vacancies to be filled within the bargaining unit shall normally be filled by transfer or promotion of bargaining unit personnel. There shall be no eligibility for, nor application for movement for twelve (12) months after acceptance of a position.

The filling of a vacancy with an existing bargaining unit member under the terms of this Article shall be deemed a promotion if the bargaining unit member moves to a higher pay range. The filling of a vacancy with a bargaining unit member shall not be deemed an original appointment.

Qualified bargaining unit members who have completed their initial probationary period shall be first considered within the division, then within the department, and then across the entire bargaining unit. Qualified bargaining unit members shall be ranked within the respective division, department, or bargaining unit according to division, department or City service seniority.

Section 2. When a vacancy is to be filled, a list of not less than three (3) qualified bargaining unit members who have completed their initial probationary period shall be used to fill the position. Selection shall be made from among the five (5) most senior members willing to accept the position.

If there are not at least three (3) qualified members within the bargaining unit willing to accept the position, the Appointing Authority may supplement the list with names from an appropriate civil service eligibility list, or request that a civil service examination be given. However, nothing in this article should be construed to require the Appointing Authority to supplement the list if there are fewer than three (3) qualified members in the bargaining unit willing to accept the position.

When a vacancy occurs and there are three (3) or fewer applicants from the bargaining unit, all applicants from the bargaining unit will be interviewed.

Section 3. An Appointing Authority may appoint a person to fill a position within the bargaining unit from any list developed under this provision irrespective of whether the list has fewer than three (3) names.

Section 4. The City may temporarily fill any bargaining unit position pending the bidding and filling provisions of this Article.

Section 5. An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one year of the date of his or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

Section 6. Notwithstanding the above provisions of this Article 19, except for purposes of accepting a promotion, employees accepting appointment to a position within the Customer Service Division shall be obligated to remain in the Customer Service Division for not less than two (2) years from the date they begin service within the Customer Service Division. Provided, however, employees bumping into Customer Service due to a layoff shall not be covered by the provisions of this Section 7.

Section 7. When a notice for a bargaining unit vacancy or open examination is posted, it shall be posted for ten (10) calendar days.

## **ARTICLE 20 - LAYOFF AND RECALL**

Section 1. When it becomes necessary, due to a lack of work or funds or job abolishment as determined by the Municipality, to reduce the number of employees in the bargaining unit, the Municipality shall determine the number of positions by classification and the following layoff procedure shall be followed. The City will give the Union as much advance notice as possible.

Section 2. The Municipality shall notify the employee in the affected classification(s) with the least total continuous seniority from most recent date of continuous hire as a permanent employee with the City of Hamilton that they are to be laid off.

Section 3. The Municipality shall layoff in the following order: probationary, permanent part-time, permanent full-time employees.

Section 4. The City will make a good faith effort to fill existing vacancies with displaced or laid off members of the bargaining unit. This will be at the discretion of the City Manager.

Section 5. **Bumping Rights.** Employees may displace (bump) the least senior bargaining unit employee in a classification with a lower maximum pay rate provided that the employee has more seniority than the employee displaced and is presently qualified to perform the work.

When applicable, employees who have received promotions or have transferred to classifications other than their original appointment, employees may bump back to a previously held classification within the bargaining unit, provided they have more continuous City seniority than the person displaced and are presently qualified to perform the work.

Section 6. The Municipality shall give the affected employees fourteen (14) calendar days written notice of their layoff.

Section 7. Employees who are laid off shall have recall rights to the position from which they are/were laid off for a period of one (1) year. Employees shall be recalled in the inverse order of layoff. An employee to be recalled shall be notified by certified letter/return receipt of the offer of recall. The letter shall be mailed to the employee's last known address. A recalled employee shall be allowed ten (10) calendar days from receipt of the notice to return to work. An employee failing to return to work within ten (10) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

The Municipality shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Municipality with his or her latest mailing address.

Should a vacancy become available within the bargaining unit within the first year that a bargaining unit employee is on layoff and no other bargaining unit employee has recall rights to the position, the most senior (based upon total City seniority) employee on layoff shall have return rights to such bargaining unit position, provided the vacancy is in a classification that is of the same classification or a classification with a lower maximum pay rate from which the employee was laid off, and further provided that the employee is deemed qualified to fill the position by the Appointing Authority. Similarly, an employee who has been bumped to a lower classification as a result of a layoff decision shall have the right to return to a vacancy in the previous higher classification prior to the position being filled by promotion or external hire.

Section 8. In the event of a tie among two or more employees with respect to the order of layoff or recall, the affected employee's tie will be broken by the Seniority language contained in Article 23, Section 8.

Section 9. Employees have the right to appeal the procedural aspects of layoff or displacement through the grievance procedure beginning at Step 3.

Section 10. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of employees subject to this Agreement.

The Hamilton City Charter, the jurisdiction of the Hamilton Civil Service Commission and the Rules and Regulations of the Hamilton Civil Service Commission, and applicable provisions of Ohio Revised Code, Sec. 124.321 notwithstanding, the provisions of this Article shall exclusively govern the layoff and recall of bargaining unit members.

## **ARTICLE 21 - HOSPITALIZATION, SURGICAL-MEDICAL, LIFE INSURANCE**

Section 1. The City shall provide to full-time permanent employees a plan of health insurance. The City and the employees shall share in the overall monthly premium cost of the insurance plan in the following manner: the City shall contribute no more than 85% of the total premium cost and the employees shall contribute at least 15% of the total premium cost or the amount required of all other City employees through payroll deduction.

The parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the Municipality to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or reduce premium costs.

The parties agree that the City may annually change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

The parties agree that the Union may participate in a City-wide health insurance committee. The parties acknowledge that the purpose of the Committee is to work with City administration within the City's budget parameters to review insurance coverage and consider alternative coverage or benefits.

Section 2. The Municipality will pay its portion of premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

Section 3. In those instances in which the City employs both spouses of the family unit, the City will provide only one (1) plan of coverage and that plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

Section 4. **Group Life Insurance.**

- a. The City will arrange for a policy of group life insurance for regular permanent employees who have completed six (6) months' service with the City.

The amount of life insurance coverage shall be an amount equal to one (1) times the employee's annual wage or salary as provided in the Classification and Compensation Plan not to exceed \$50,000 but rounded to the next lower \$1,000 increment.

- b. If the employee's annual wage or salary increases, the amount of his or her insurance coverage shall be redetermined in accordance with Section A on an annual basis.
- c. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.
- d. The Municipality shall pay the total cost of the first ten thousand dollars (\$10,000) coverage. The employee will contribute by payroll deduction a maximum of fifteen cents (\$.15) per thousand per month for optional coverage in excess of \$10,000.
- e. Should an employee not elect life insurance coverage on the basis of one times earnings, the City will provide a maximum of ten thousand dollars (\$10,000) coverage to include accidental death and dismemberment coverage.

Regular, full time employees who retire will be provided with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

Section 5. If the City mandates an employee/spouse medical reimbursement account or like plan for any other employee group, the eligible members of this bargaining unit shall also be required to participate.

#### **ARTICLE 22 - RETIREMENT CONTRIBUTION PICK-UP SALARY REDUCTION METHOD**

Section 1. The Municipality agrees to develop a program whereby it will “pick-up” the employee share of the pension contribution by means of the “salary reduction method”.

Section 2. The purpose of said program is to permit employee utilization of certain federal tax deferral benefits.

Section 3. Said program will neither reduce the employee’s class rate nor subject City to an increase in costs.

Section 4. It is understood that implementation of said program cannot be retroactive.

Section 5. Implementation is further subject to approval and authorization by appropriate federal and state agencies.

Section 6. It is understood that members of the bargaining unit will, for purposes of the retirement system employee contribution “pick-up” program, be considered as a distinct group; all members of which will be required to participate in said “pick-up” program.

#### **ARTICLE 23 - GENERAL PROVISIONS**

Section 1. The Municipality will make reasonable provisions for the health and safety of its Employees. Lockers and proper washroom facilities shall be maintained as currently provided.

Section 2. Employees may be permitted to trade or change shifts in case it becomes necessary for the purpose of attending Union meetings if they so desire, so long as it does not interfere with the operation of the department and provided the trading or changing of shifts does not bring about an overtime pay situation for the City. Such a change or trade must be approved by the employee’s supervisor.

Section 3. The City will furnish a bulletin board or space which may be used by the Union for posting notices signed by an accredited Union official. The bulletin boards will not be used for personal notices by the membership.

Section 4. **Training.**

- a. Where training, certification, course work or other forms of continuing education are necessary for an employee to continue to perform in his or her position, such training, certification course work or continuing education shall be provided by the City to the employee on City time or while the employee is in a pay status, and at the expense of the City. The City will pay for all certification fees.

Nothing in this provision shall restrict the right of an employee to request training, or any other form of education. All requests for training or education shall be given a response. Nothing in this provision shall restrict the right of the City to require an Employee to attend training or educational programs, provided that no employee shall be required to attend if attendance would interfere with previously approved PTO.

- b. An employee, who is scheduled for any training program away from his or her regular work site, shall be required to report to, or to return to, his or her work site whenever one (1) hour or more of work can be accomplished.

In the event that the training program is scheduled to begin earlier than the employee's regular scheduled work period, credit shall be given for time spent outside of the regular schedule in determining if an hour of work may be accomplished.

Section 5. **Performance Evaluation.** Every regular employee must be given a performance rating at least once a year. In the event that an employee is dissatisfied with his performance rating, said rating may be grieved through Step 3 of the grievance procedure. Performance ratings will be given to employees in a timely manner according to Civil Service Rules.

Efficiency rating forms, when completed, will be discussed with the employee and he or she is required to sign it as evidence of the fact and he or she has seen it. The signature does not necessarily mean that the employee is satisfied with the rating.

Section 6. **Job Descriptions.** The City shall provide the Union with copies of descriptions for all classifications in the bargaining unit within ten (10) working days after the Union requests said descriptions.

Section 7. **Supervisors Working.** Supervisors shall not perform bargaining unit work on an overtime basis when an employee in the bargaining unit is available to work the overtime, unless it is within the normal performance of his duties.

Section 8. In any instance when Total City Seniority is to be applied, the determination of seniority shall be in this order: 1. Date of hire. 2. Civil Service test score. 3. Date/time of application.

Section 9. An employee who is absent for three (3) scheduled work days and who has not called in to give proper notice of the absence shall be deemed a voluntary quit and his or her employment may be terminated, unless the employee is physically incapacitated and cannot give proper notice.

#### **ARTICLE 24 - CLOTHING ALLOWANCE**

Section 1. All employees who are required to wear a uniform as part of their duties shall receive a clothing allowance of \$325.00 per calendar year.

Section 2. Any employee who is required to or must wear protection clothing because of the nature of their duties will receive a clothing allowance of \$200.00 per calendar year.

Section 3. Employees required to wear safety shoes shall receive \$75.00 per year for the expense of safety shoes.

Section 4. Clothing allowance shall be paid on or before the first pay period after November 1 of each calendar year. Employees employed for part of a year shall receive a prorated amount for each completed month of service.

#### **ARTICLE 25 - SUCCESSOR**

Section 1. It is recognized that the City of Hamilton may transfer City services to other political subdivisions (public employer) or private contractors. When such transfer of City services impacts bargaining unit employees who could be moved to a new employer or face job elimination (public/private), the City will notify the Union at least thirty (30) days prior to the effective date of transfer whenever sufficient time permits or earlier whenever possible. The City and Union will meet to discuss the mutual interests of employee job security, terms and conditions of employment, continued Union recognition and other issues of mutual concern. To the extent possible, the City will attempt to arrange a meeting with the potential new employer representative, the Union and City officials.

Section 2. While the actual transfer of bargaining unit work is not a bargaining issue, the parties agree that employee protection and security are in the mutual interest of the City and Union.

## **ARTICLE 26 - CONTRACT SUPREMACY**

**Section 1. Waiver.** City and Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, unless by mutual agreement.

**Section 2. Contract Prevails.** This Agreement supersedes all other agreements, clauses, and memorandums between the Municipality and employees in the Bargaining Unit if there is a conflict.

**Section 3. Conflict of Law.** The parties agree that this Agreement will be the sole and exclusive authority and recourse available to employees and the parties hereto with respect to the subjects addressed by this Agreement. Where provisions of this Agreement conflict with otherwise applicable provisions of State or local laws, state statutes or regulations, this Agreement shall prevail pursuant to the authority of Ohio Revised Code Section 4117.10(A). It is the intention of the parties that this Article be given broad interpretation so as to insure that their collectively bargained agreements and understandings be given their intended meaning and effect.

**Section 4. Agreement Terms all Inclusive.** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

**Section 5. Savings Clause.** Should any article or section of this Agreement, or any addition thereto, be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any article or section be restrained by any tribunal, the remainder of this Agreement and addenda shall not be affected thereby. The parties shall enter into collective bargaining for the purpose of arriving at a mutual satisfactory replacement for such article or section held invalid. In the event of an unlawful determination, that provision shall be reopened, and the City and the Union shall meet within fourteen (14) calendar days for the purpose of negotiating a lawful alternative provision.

## **ARTICLE 27 - DURATION**

**Section 1.** This Agreement shall become effective upon execution and shall continue in effect until midnight July 9, 2021.

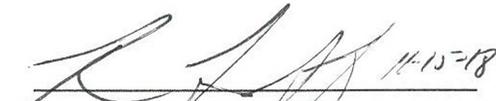
**Section 2.** Thereafter, this Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the

expiration of the term, or any extended term of this Agreement, of its intention to terminate or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 15th day of November, 2018.

FOR: **AFSCME, OHIO COUNCIL 8,  
LOCAL 3169**

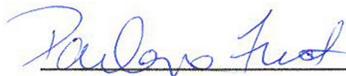
FOR: **CITY OF HAMILTON, OHIO**

  
\_\_\_\_\_  
Rebecca Frankenhoff  
Ohio Council 8 Staff Representative

  
\_\_\_\_\_  
Joshua A. Smith  
City Manager

  
\_\_\_\_\_  
Sam Fedler  
President

  
\_\_\_\_\_  
Timothy Werdmann  
Executive Director of Internal Services

  
\_\_\_\_\_  
Darlene Fuerst  
Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Heather Lewis  
Law Director

**APPENDIX #1**

**Schedule I-1**

**Salaried Ranges: AFSCME (Clerical/Technical Unit)**

<u>CODE</u>	<u>CLASS TITLE</u>	<u>RANGE NO.</u>
1003	Cashier	25
1004	Administrative Assistant	31
2005	Accounting Assistant	35
3085	Inspector	43
5001	Public Service Technician	27
6172	Chemist	37
2078	Utilities Service Agent I	28
2079	Utilities Service Agent II	31

## June 2018

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$35,367.07	\$36,300.58	\$37,212.86	\$38,146.37	\$39,122.30	\$40,098.24	\$41,116.61
BW	\$1,360.27	\$1,396.18	\$1,431.26	\$1,467.17	\$1,504.70	\$1,542.24	\$1,581.41
H	\$17.00	\$17.45	\$17.89	\$18.34	\$18.81	\$19.28	\$19.77
27							
Y	\$37,212.86	\$38,146.37	\$39,122.30	\$40,098.24	\$41,116.61	\$42,156.19	\$43,216.99
BW	\$1,431.26	\$1,467.17	\$1,504.70	\$1,542.24	\$1,581.41	\$1,621.39	\$1,662.19
H	\$17.89	\$18.34	\$18.81	\$19.28	\$19.77	\$20.27	\$20.78
28							
Y	\$38,146.37	\$39,122.30	\$40,098.24	\$41,116.61	\$42,156.19	\$43,216.99	\$44,320.22
BW	\$1,467.17	\$1,504.70	\$1,542.24	\$1,581.41	\$1,621.39	\$1,662.19	\$1,704.62
H	\$18.34	\$18.81	\$19.28	\$19.77	\$20.27	\$20.78	\$21.31
31							
Y	\$41,116.61	\$42,156.19	\$43,216.99	\$44,320.22	\$45,444.67	\$46,611.55	\$47,736.00
BW	\$1,581.41	\$1,621.39	\$1,662.19	\$1,704.62	\$1,747.87	\$1,792.75	\$1,836.00
H	\$19.77	\$20.27	\$20.78	\$21.31	\$21.85	\$22.41	\$22.95
35							
Y	\$45,444.67	\$46,611.55	\$47,736.00	\$48,987.74	\$50,239.49	\$51,470.02	\$52,870.27
BW	\$1,747.87	\$1,792.75	\$1,836.00	\$1,884.14	\$1,932.29	\$1,979.62	\$2,033.47
H	\$21.85	\$22.41	\$22.95	\$23.55	\$24.15	\$24.75	\$25.42
37							
Y	\$48,393.70	\$49,645.44	\$50,897.18	\$52,170.14	\$53,506.75	\$54,822.14	\$56,243.62
BW	\$1,861.30	\$1,909.44	\$1,957.58	\$2,006.54	\$2,057.95	\$2,108.54	\$2,163.22
H	\$23.27	\$23.87	\$24.47	\$25.08	\$25.72	\$26.36	\$27.04
43							
Y	\$55,501.06	\$56,901.31	\$58,450.08	\$59,871.55	\$61,356.67	\$62,990.30	\$64,602.72
BW	\$2,134.66	\$2,188.51	\$2,248.08	\$2,302.75	\$2,359.87	\$2,422.70	\$2,484.72
H	\$26.68	\$27.36	\$28.10	\$28.78	\$29.50	\$30.28	\$31.06

## 2019 Base Increase

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$35,897.58	\$36,845.08	\$37,771.06	\$38,718.56	\$39,709.14	\$40,699.71	\$41,733.36
BW	\$1,380.68	\$1,417.12	\$1,452.73	\$1,489.18	\$1,527.27	\$1,565.37	\$1,605.13
H	\$17.26	\$17.71	\$18.16	\$18.61	\$19.09	\$19.57	\$20.06
27							
Y	\$37,771.06	\$38,718.56	\$39,709.14	\$40,699.71	\$41,733.36	\$42,788.53	\$43,865.25
BW	\$1,452.73	\$1,489.18	\$1,527.27	\$1,565.37	\$1,605.13	\$1,645.71	\$1,687.12
H	\$18.16	\$18.61	\$19.09	\$19.57	\$20.06	\$20.57	\$21.09
28							
Y	\$38,718.56	\$39,709.14	\$40,699.71	\$41,733.36	\$42,788.53	\$43,865.25	\$44,985.03
BW	\$1,489.18	\$1,527.27	\$1,565.37	\$1,605.13	\$1,645.71	\$1,687.12	\$1,730.19
H	\$18.61	\$19.09	\$19.57	\$20.06	\$20.57	\$21.09	\$21.63
31							
Y	\$41,733.36	\$42,788.53	\$43,865.25	\$44,985.03	\$46,126.34	\$47,310.73	\$48,452.04
BW	\$1,605.13	\$1,645.71	\$1,687.12	\$1,730.19	\$1,774.09	\$1,819.64	\$1,863.54
H	\$20.06	\$20.57	\$21.09	\$21.63	\$22.18	\$22.75	\$23.29
35							
Y	\$46,126.34	\$47,310.73	\$48,452.04	\$49,722.56	\$50,993.08	\$52,242.07	\$53,663.33
BW	\$1,774.09	\$1,819.64	\$1,863.54	\$1,912.41	\$1,961.27	\$2,009.31	\$2,063.97
H	\$22.18	\$22.75	\$23.29	\$23.91	\$24.52	\$25.12	\$25.80
37							
Y	\$49,119.60	\$50,390.12	\$51,660.64	\$52,952.70	\$54,309.35	\$55,644.48	\$57,087.27
BW	\$1,889.22	\$1,938.08	\$1,986.95	\$2,036.64	\$2,088.82	\$2,140.17	\$2,195.66
H	\$23.62	\$24.23	\$24.84	\$25.46	\$26.11	\$26.75	\$27.45
43							
Y	\$56,333.57	\$57,754.83	\$59,326.83	\$60,769.63	\$62,277.02	\$63,935.16	\$65,571.76
BW	\$2,166.68	\$2,221.34	\$2,281.80	\$2,337.29	\$2,395.27	\$2,459.04	\$2,521.99
H	\$27.08	\$27.77	\$28.52	\$29.22	\$29.94	\$30.74	\$31.52

## 2019 Incentive Met

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$36,074.41	\$37,026.59	\$37,957.12	\$38,909.30	\$39,904.75	\$40,900.20	\$41,938.94
BW	\$1,387.48	\$1,424.10	\$1,459.89	\$1,496.51	\$1,534.80	\$1,573.08	\$1,613.04
H	\$17.34	\$17.80	\$18.25	\$18.71	\$19.18	\$19.66	\$20.16
27							
Y	\$37,957.12	\$38,909.30	\$39,904.75	\$40,900.20	\$41,938.94	\$42,999.32	\$44,081.33
BW	\$1,459.89	\$1,496.51	\$1,534.80	\$1,573.08	\$1,613.04	\$1,653.82	\$1,695.44
H	\$18.25	\$18.71	\$19.18	\$19.66	\$20.16	\$20.67	\$21.19
28							
Y	\$38,909.30	\$39,904.75	\$40,900.20	\$41,938.94	\$42,999.32	\$44,081.33	\$45,206.63
BW	\$1,496.51	\$1,534.80	\$1,573.08	\$1,613.04	\$1,653.82	\$1,695.44	\$1,738.72
H	\$18.71	\$19.18	\$19.66	\$20.16	\$20.67	\$21.19	\$21.73
31							
Y	\$41,938.94	\$42,999.32	\$44,081.33	\$45,206.63	\$46,353.57	\$47,543.78	\$48,690.72
BW	\$1,613.04	\$1,653.82	\$1,695.44	\$1,738.72	\$1,782.83	\$1,828.61	\$1,872.72
H	\$20.16	\$20.67	\$21.19	\$21.73	\$22.29	\$22.86	\$23.41
35							
Y	\$46,353.57	\$47,543.78	\$48,690.72	\$49,967.50	\$51,244.28	\$52,499.42	\$53,927.68
BW	\$1,782.83	\$1,828.61	\$1,872.72	\$1,921.83	\$1,970.93	\$2,019.21	\$2,074.14
H	\$22.29	\$22.86	\$23.41	\$24.02	\$24.64	\$25.24	\$25.93
37							
Y	\$49,361.57	\$50,638.35	\$51,915.13	\$53,213.55	\$54,576.89	\$55,918.59	\$57,368.49
BW	\$1,898.52	\$1,947.63	\$1,996.74	\$2,046.67	\$2,099.11	\$2,150.71	\$2,206.48
H	\$23.73	\$24.35	\$24.96	\$25.58	\$26.24	\$26.88	\$27.58
43							
Y	\$56,611.08	\$58,039.34	\$59,619.08	\$61,068.98	\$62,583.81	\$64,250.11	\$65,894.77
BW	\$2,177.35	\$2,232.28	\$2,293.04	\$2,348.81	\$2,407.07	\$2,471.16	\$2,534.41
H	\$27.22	\$27.90	\$28.66	\$29.36	\$30.09	\$30.89	\$31.68

## 2020 Base Increase (2019 Incentive Met)

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$36,615.53	\$37,581.99	\$38,526.48	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02
BW	\$1,408.29	\$1,445.46	\$1,481.79	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23
H	\$17.60	\$18.07	\$18.52	\$18.99	\$19.47	\$19.96	\$20.47
27							
Y	\$38,526.48	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02	\$43,644.31	\$44,742.55
BW	\$1,481.79	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23	\$1,678.63	\$1,720.87
H	\$18.52	\$18.99	\$19.47	\$19.96	\$20.47	\$20.98	\$21.51
28							
Y	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02	\$43,644.31	\$44,742.55	\$45,884.73
BW	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23	\$1,678.63	\$1,720.87	\$1,764.80
H	\$18.99	\$19.47	\$19.96	\$20.47	\$20.98	\$21.51	\$22.06
31							
Y	\$42,568.02	\$43,644.31	\$44,742.55	\$45,884.73	\$47,048.87	\$48,256.94	\$49,421.08
BW	\$1,637.23	\$1,678.63	\$1,720.87	\$1,764.80	\$1,809.57	\$1,856.04	\$1,900.81
H	\$20.47	\$20.98	\$21.51	\$22.06	\$22.62	\$23.20	\$23.76
35							
Y	\$47,048.87	\$48,256.94	\$49,421.08	\$50,717.01	\$52,012.94	\$53,286.91	\$54,736.59
BW	\$1,809.57	\$1,856.04	\$1,900.81	\$1,950.65	\$2,000.50	\$2,049.50	\$2,105.25
H	\$22.62	\$23.20	\$23.76	\$24.38	\$25.01	\$25.62	\$26.32
37							
Y	\$50,101.99	\$51,397.92	\$52,693.85	\$54,011.75	\$55,395.54	\$56,757.37	\$58,229.02
BW	\$1,927.00	\$1,976.84	\$2,026.69	\$2,077.38	\$2,130.60	\$2,182.98	\$2,239.58
H	\$24.09	\$24.71	\$25.33	\$25.97	\$26.63	\$27.29	\$27.99
43							
Y	\$57,460.24	\$58,909.93	\$60,513.37	\$61,985.02	\$63,522.56	\$65,213.86	\$66,883.20
BW	\$2,210.01	\$2,265.77	\$2,327.44	\$2,384.04	\$2,443.18	\$2,508.23	\$2,572.43
H	\$27.63	\$28.32	\$29.09	\$29.80	\$30.54	\$31.35	\$32.16

## 2020 Base Increase (2019 Incentive NOT Met)

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$36,436.04	\$37,397.76	\$38,337.62	\$39,299.34	\$40,304.78	\$41,310.21	\$42,359.36
BW	\$1,401.39	\$1,438.38	\$1,474.52	\$1,511.51	\$1,550.18	\$1,588.85	\$1,629.21
H	\$17.52	\$17.98	\$18.43	\$18.89	\$19.38	\$19.86	\$20.37
27							
Y	\$38,337.62	\$39,299.34	\$40,304.78	\$41,310.21	\$42,359.36	\$43,430.36	\$44,523.23
BW	\$1,474.52	\$1,511.51	\$1,550.18	\$1,588.85	\$1,629.21	\$1,670.40	\$1,712.43
H	\$18.43	\$18.89	\$19.38	\$19.86	\$20.37	\$20.88	\$21.41
28							
Y	\$39,299.34	\$40,304.78	\$41,310.21	\$42,359.36	\$43,430.36	\$44,523.23	\$45,659.80
BW	\$1,511.51	\$1,550.18	\$1,588.85	\$1,629.21	\$1,670.40	\$1,712.43	\$1,756.15
H	\$18.89	\$19.38	\$19.86	\$20.37	\$20.88	\$21.41	\$21.95
31							
Y	\$42,359.36	\$43,430.36	\$44,523.23	\$45,659.80	\$46,818.24	\$48,020.39	\$49,178.82
BW	\$1,629.21	\$1,670.40	\$1,712.43	\$1,756.15	\$1,800.70	\$1,846.94	\$1,891.49
H	\$20.37	\$20.88	\$21.41	\$21.95	\$22.51	\$23.09	\$23.64
35							
Y	\$46,818.24	\$48,020.39	\$49,178.82	\$50,468.40	\$51,757.98	\$53,025.70	\$54,468.28
BW	\$1,800.70	\$1,846.94	\$1,891.49	\$1,941.09	\$1,990.69	\$2,039.45	\$2,094.93
H	\$22.51	\$23.09	\$23.64	\$24.26	\$24.88	\$25.49	\$26.19
37							
Y	\$49,856.40	\$51,145.97	\$52,435.55	\$53,746.99	\$55,123.99	\$56,479.14	\$57,943.58
BW	\$1,917.55	\$1,967.15	\$2,016.75	\$2,067.19	\$2,120.15	\$2,172.27	\$2,228.60
H	\$23.97	\$24.59	\$25.21	\$25.84	\$26.50	\$27.15	\$27.86
43							
Y	\$57,178.58	\$58,621.15	\$60,216.73	\$61,681.17	\$63,211.18	\$64,894.19	\$66,555.34
BW	\$2,199.18	\$2,254.66	\$2,316.03	\$2,372.35	\$2,431.20	\$2,495.93	\$2,559.82
H	\$27.49	\$28.18	\$28.95	\$29.65	\$30.39	\$31.20	\$32.00

## 2020 Incentive Met

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$36,795.90	\$37,767.12	\$38,716.26	\$39,687.48	\$40,702.85	\$41,718.21	\$42,777.72
BW	\$1,415.23	\$1,452.58	\$1,489.09	\$1,526.44	\$1,565.49	\$1,604.55	\$1,645.30
H	\$17.69	\$18.16	\$18.61	\$19.08	\$19.57	\$20.06	\$20.57
27							
Y	\$38,716.26	\$39,687.48	\$40,702.85	\$41,718.21	\$42,777.72	\$43,859.30	\$44,962.96
BW	\$1,489.09	\$1,526.44	\$1,565.49	\$1,604.55	\$1,645.30	\$1,686.90	\$1,729.34
H	\$18.61	\$19.08	\$19.57	\$20.06	\$20.57	\$21.09	\$21.62
28							
Y	\$39,687.48	\$40,702.85	\$41,718.21	\$42,777.72	\$43,859.30	\$44,962.96	\$46,110.76
BW	\$1,526.44	\$1,565.49	\$1,604.55	\$1,645.30	\$1,686.90	\$1,729.34	\$1,773.49
H	\$19.08	\$19.57	\$20.06	\$20.57	\$21.09	\$21.62	\$22.17
31							
Y	\$42,777.72	\$43,859.30	\$44,962.96	\$46,110.76	\$47,280.64	\$48,494.66	\$49,664.53
BW	\$1,645.30	\$1,686.90	\$1,729.34	\$1,773.49	\$1,818.49	\$1,865.18	\$1,910.17
H	\$20.57	\$21.09	\$21.62	\$22.17	\$22.73	\$23.31	\$23.88
35							
Y	\$47,280.64	\$48,494.66	\$49,664.53	\$50,966.85	\$52,269.16	\$53,549.40	\$55,006.23
BW	\$1,818.49	\$1,865.18	\$1,910.17	\$1,960.26	\$2,010.35	\$2,059.59	\$2,115.62
H	\$22.73	\$23.31	\$23.88	\$24.50	\$25.13	\$25.74	\$26.45
37							
Y	\$50,348.80	\$51,651.12	\$52,953.43	\$54,277.82	\$55,668.42	\$57,036.96	\$58,515.86
BW	\$1,936.49	\$1,986.58	\$2,036.67	\$2,087.61	\$2,141.09	\$2,193.73	\$2,250.61
H	\$24.21	\$24.83	\$25.46	\$26.10	\$26.76	\$27.42	\$28.13
43							
Y	\$57,743.30	\$59,200.13	\$60,811.46	\$62,290.36	\$63,835.48	\$65,535.11	\$67,212.67
BW	\$2,220.90	\$2,276.93	\$2,338.90	\$2,395.78	\$2,455.21	\$2,520.58	\$2,585.10
H	\$27.76	\$28.46	\$29.24	\$29.95	\$30.69	\$31.51	\$32.31

## 2020 Incentive Met (NOT Met in 2019)

Step	A	B	C	D	E	F	G
<b>Range</b>							
25							
Y	\$36,615.53	\$37,581.99	\$38,526.48	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02
BW	\$1,408.29	\$1,445.46	\$1,481.79	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23
H	\$17.60	\$18.07	\$18.52	\$18.99	\$19.47	\$19.96	\$20.47
27							
Y	\$38,526.48	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02	\$43,644.31	\$44,742.55
BW	\$1,481.79	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23	\$1,678.63	\$1,720.87
H	\$18.52	\$18.99	\$19.47	\$19.96	\$20.47	\$20.98	\$21.51
28							
Y	\$39,492.93	\$40,503.32	\$41,513.71	\$42,568.02	\$43,644.31	\$44,742.55	\$45,884.73
BW	\$1,518.96	\$1,557.82	\$1,596.68	\$1,637.23	\$1,678.63	\$1,720.87	\$1,764.80
H	\$18.99	\$19.47	\$19.96	\$20.47	\$20.98	\$21.51	\$22.06
31							
Y	\$42,568.02	\$43,644.31	\$44,742.55	\$45,884.73	\$47,048.87	\$48,256.94	\$49,421.08
BW	\$1,637.23	\$1,678.63	\$1,720.87	\$1,764.80	\$1,809.57	\$1,856.04	\$1,900.81
H	\$20.47	\$20.98	\$21.51	\$22.06	\$22.62	\$23.20	\$23.76
35							
Y	\$47,048.87	\$48,256.94	\$49,421.08	\$50,717.01	\$52,012.94	\$53,286.91	\$54,736.59
BW	\$1,809.57	\$1,856.04	\$1,900.81	\$1,950.65	\$2,000.50	\$2,049.50	\$2,105.25
H	\$22.62	\$23.20	\$23.76	\$24.38	\$25.01	\$25.62	\$26.32
37							
Y	\$50,101.99	\$51,397.92	\$52,693.85	\$54,011.75	\$55,395.54	\$56,757.37	\$58,229.02
BW	\$1,927.00	\$1,976.84	\$2,026.69	\$2,077.38	\$2,130.60	\$2,182.98	\$2,239.58
H	\$24.09	\$24.71	\$25.33	\$25.97	\$26.63	\$27.29	\$27.99
43							
Y	\$57,460.24	\$58,909.93	\$60,513.37	\$61,985.02	\$63,522.56	\$65,213.86	\$66,883.20
BW	\$2,210.01	\$2,265.77	\$2,327.44	\$2,384.04	\$2,443.18	\$2,508.23	\$2,572.43
H	\$27.63	\$28.32	\$29.09	\$29.80	\$30.54	\$31.35	\$32.16