



08-05-13
11-MED-03-0276
2701-10
K30247

**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 JULY 10, 2011 THROUGH JULY 9, 2014

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - RIGHTS AND LIMITATIONS	4
ARTICLE 3 - NON-DISCRIMINATION	5
ARTICLE 4 - REPRESENTATIVES	5
ARTICLE 5 - EMPLOYEES AND MANAGEMENT OBLIGATION	6
ARTICLE 6 - DUES DEDUCTIONS.....	6
ARTICLE 7- PROBATIONARY PERIOD.....	7
ARTICLE 8 - GRIEVANCE PROCEDURE.....	8
ARTICLE 9 - DISCIPLINARY ACTION.....	11
ARTICLE 10 - HOURS OF WORK, OVERTIME, PREMIUM RATES	13
ARTICLE 11 - ASSIGNMENT OF WORK, TEMPORARY TRANSFERS.....	14
ARTICLE 12 - LEAVES OF ABSENCE	15
ARTICLE 13 - SICK LEAVE	19
ARTICLE 14 - INJURY LEAVE.....	22
ARTICLE 15 - INCENTIVE AWARDS FOR ATTENDANCE.....	24
ARTICLE 16 - FILLING OF VACANCIES	25
ARTICLE 17 - LAYOFF AND RECALL	27
ARTICLE 18 - HOLIDAYS	28
ARTICLE 19 - VACATIONS.....	30
ARTICLE 20 - HOSPITALIZATION, SURGICAL-MEDICAL, LIFE INSURANCE	32
ARTICLE 21 - CLOTHING ALLOWANCE	33
ARTICLE 22 - RETIREMENT CONTRIBUTION PICK-UP SALARY REDUCTION METHOD	34
ARTICLE 23 - LONGEVITY PROGRAM.....	34
ARTICLE 24 - GENERAL PROVISIONS.....	35
ARTICLE 25 - WAGES	37
ARTICLE 26 - SUCCESSOR.....	38

ARTICLE 27 - CONTRACT SUPREMACY 38
ARTICLE 28 - DURATION..... 39
APPENDIX #1..... 41

This Agreement applies to employees working under the operations, conditions, and requirements of the City of Hamilton, 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, 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 contract;
- 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 Division or Department; however, the total number of Committee members from all departments and/or divisions will not exceed five (5) 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.

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 Municipality, for such employees who are members of the Union, or sign dues authorization for such purpose shall deduct from their pay the amount of said dues, fees or assessments as provided by timely written notice by the Union, and promptly remit the same to the Union.

All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of permanent hire.

The fair share fee amount shall be certified to the Municipality by the Union.

The deduction of the fair share fee shall be automatic and does not require a written authorization for payroll deduction.

Each month, the Municipality shall provide the Union with a roster containing the name, class title, division and date of hire for permanent employees.

Payment of the fair share fee to the Union shall be made in the same manner as dues.

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.

Section 3. The Union recognizes that the Municipality, in providing a dues deduction and remittance service, contributes to the security of Local 3169 and provides by that service a cost effective means of promoting the financial stability of the Local. In recognition of these services, the Union agrees to pay to the Treasurer of the Municipality the sum of Five Dollars (\$5.00) per month as a service fee. Said total fees to be remitted within the fifteen calendar day period prior to the last business day of each fiscal year.

ARTICLE 7- PROBATIONARY PERIOD

Section 1. All Employees in the bargaining unit shall serve one initial probationary period. That initial probationary period shall be one hundred (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.

An employee shall be eligible at the conclusion of the promotional probationary period for a promotional merit increase provided performance is productive and acceptable.

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.

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.

An employee shall be eligible ninety (90) days after a transfer or demotion for a merit increase, provided performance is productive and acceptable.

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 supervisor (and his 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 answer in writing to the employee and his 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 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 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 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 on the third Tuesday of the month, except that mediation may be set over to the next month by mutual agreement, or by the mediator, if the mediator is selected less than ten (10) working days before the third Tuesday.

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 Two (2) of the Grievance Procedure. All other disciplinary action may be appealed beginning with Step Four (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 employer, 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/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 employer 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 employer 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 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 vacation time, 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. Reprimands (oral or written) shall, upon written request of the employee, be removed from the employees' records after one (1) year provided no other disciplinary actions have been issued within that year. All other disciplinary actions shall, upon written request of the employee, be removed from the employees' records after two (2) years provided no other disciplinary action greater than an oral reprimand has been sustained against the employee in that two (2) 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 rights of representation before the date of the hearing. A failure of the City to advise the employee of his/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. The regular work week of salaried Employees shall consist of thirty-seven and one-half hours (37.5), five (5) days of seven and one-half (7½) hours each.

Section 2. For those Public Service Technician II's, working in the positions formerly called Clerk Guards, the regular work week shall consist of forty (40) hours, five (5) days of eight (8) hours each.

Section 3. 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) Personnel assigned to Fleet Maintenance, Street Maintenance and Streets will eat on job site.
- b) Lunch periods are subject to scheduling by supervision.

Section 4. Overtime and premium pay during the term of this agreement shall continue to be paid in accord with existing divisional and departmental practices.

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.

Section 5. 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 6. 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 7. Time spent outside of regular work hours on LMC functions shall be on a volunteer basis only. Time spent over a normal work day shall be dealt with as flex time or hour-to-hour comp time accrual.

Section 8. a) Neither Section 4, paragraph 1, nor Section 7 of this Article 10 shall 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 eighty (80) 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 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-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 vacation relief scheduling;
- c) To fill an opening temporarily pending permanent filing of such opening;
- d) To meet an emergency situation;
- e) When an Employee is temporarily incapacitated for his 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 own for reasons a) through d), he shall receive his regular rate of pay. When he is temporarily assigned to a lower classification for reasons e) and f) above, he shall receive the highest rate of pay applicable to his 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, the rate of pay which is identical to that of the worker that he/she is temporarily appointed to replace. Provided, that temporary appointment pay shall be capped at a pay step within the applicable pay range which would provide for increase not more than, \$2.00 per hour. If a temporary appointment is the result of a vacant position and the vacancy is not filled within ninety (90) days, the temporary appointment will cease to be subject to the cap.

Employees temporarily appointed or assigned to perform duties of a higher rated class, as an additional employee in that higher class, will receive, beginning with the second work day of such assignment, a rate equivalent to one (1) pay step higher than his/her present rate or the first step in the range of the class to which he/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 regular rate for reasons e) and f) he shall receive his 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, Injury With Pay Leave, Vacations 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 - 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 vacation or floating holiday 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 will not be granted 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 accumulated sick leave balances.

Section 2. Union Leave.

a) Upon approval by the employer, 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 vacation and longevity pay 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/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) An employee who retires under provisions of the Public Employees Retirement System while either on union business leave or who has returned from union business leave within one (1) calendar year of retirement date, shall receive pay for accrued sick leave (Article 13, Section 2) at his/her rate in effect at the commencement of the union business leave.

g) 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/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 order to his 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/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/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.

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 13 - SICK LEAVE

Section 1. Employees hired prior to the execution of this Agreement shall earn one and one-quarter (1.25) days, or ten (10) hours of sick leave for each month of active service and may accumulate a maximum of two hundred fifty-five (255) days or two thousand and forty (2,040) hours.

Employees hired on or after execution of this Agreement shall earn one (1) day or eight (8) hours of sick leave for each month of active service and may accumulate a maximum of two hundred fifty-five (255) days or two thousand and forty (2,040) hours.

Section 2. Sick leave may be used in the event of personal illness, illness or disability due to pregnancy or a pregnancy related condition, contact with contagious disease, or Employee injury sufficient to necessitate absence from work.

Section 3. Sick leave may also be used in the event of an emergency or illness in the Employee's family that requires immediate care and attention. In such cases he/she may be eligible for use of up to thirty-two (32) hours annually upon request and approval. A physician's statement may be required for an absence for family illness after the first day of absence.

Section 4. Leave available under the Family Medical Leave Act shall be used concurrently with any other form of leave granted by the City, 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 weeks.

Use of sick leave may be provided for the purpose of medical, dental, and optical appointments for examination or treatment that cannot be scheduled during other than normal duty hours. In the event such arrangements cannot be made, an Employee may qualify for use of sick leave credit not to exceed four (4) hours, upon request and approval when such appointment is within the Hamilton-Fairfield-New Miami area. Scheduled appointments at locations beyond the designated areas may qualify an Employee for a maximum of eight (8) hours sick leave, upon request and approval.

In all cases related to medical, dental or optical appointments, evidence must be provided by the Employee as to the time, date and location of the service prior to the actual date of the appointment.

Section 5. A physician's statement is required for absences of three (3) or more work days. Such a certificate on the physician's official stationery will be accepted providing it includes the Employee's name, date the disability began, general nature of the disability, the date the Employee is able to return to work, and the physician's signature.

Supervision may require a physician's statement from an Employee for absences of fewer than three (3) work days based upon the Employee's attendance and sick leave usage.

In those instances where an Employee will be required to present a physician's statement for fewer than three (3) days' absence, the Employee will be so notified of this fact in advance and in writing. Such written notification will apply to those next or future instances of sick leave usage.

Employees absenting themselves from work under sick leave provisions are responsible for notifying management in advance of his or her scheduled shift start.

A physician's statement will further be required for any sick leave absence after the Employee has utilized five (5) days or forty (40) hours of sick leave without a physician's statement in any twelve (12) month period.

Section 6. The City will supplement an Employee's regular sick leave by providing compensation equal to one-half ($\frac{1}{2}$) his/her regular daily sick leave rate for a number of days corresponding to his/her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

- a) The Employee must have fully utilized his/her regular sick leave accumulation, as well as all accumulated vacation, holiday, personal and compensatory leave prior to receiving extended sick leave benefits.
- b) Sick leave accumulation must equal thirty (30) days at the point when an Employee's continued absence began for employees with fewer than five (5) years of service as of the date the continued absence began. Sick leave accumulation must equal sixty (60) days (480 hours) at the point when an employee's continued absence began for employees with between five (5) and ten (10) years of service. Sick leave accumulation must equal ninety (90) days (720 hours) at the point when an employee's continued absence began for employees with ten (10) or more years of service.

Provided, if an Employee has had a long term absence requiring utilization of sick leave of more than ten (10) consecutive workdays prior to the Employee's need for extended sick leave benefits as provided in this Section, the Employee may petition his/her Appointing Authority for a review of his/her overall sick leave utilization, and may qualify for extended benefits if his/her overall sick leave usage has been acceptable, as determined by the Employee's Appointing Authority. Such review and decision rests solely with the Employee's Appointing Authority and is not subject to review nor may it be grieved under the terms of this collective bargaining agreement.

- c) Eligibility for supplemental sick leave must be evidenced by a physician's statement.
- d) Monies for supplemental sick leave benefits would not be subject to payment at retirement or death of the Employee.
- e) In instances of work-related injuries, supplemental sick leave benefits would not be applied when the Employee is eligible or is receiving weekly benefits under applicable Workers' Compensation laws.

Section 7. **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/her 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 was hired after 1-1-90 and is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his/her 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 was hired on/after 11-1-94 and is eligible and retires shall be eligible to receive twenty-five percent (25%) of the value of his/her 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.

Section 8. An Employee who dies as a result of his/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 75% of the Employee's accumulated sick leave.

Section 9. Sick leave credit obtained through employment with another political subdivision will not be considered in determining any retirement benefit unless the Employee has over ten (10) years of continuous service with the City of Hamilton.

Section 10. An Employee who becomes sick and must be hospitalized for one full day or more while on vacation, shall be allowed to charge the days in the hospital to his sick leave if it is available.

Section 11. Child birth-spouse shall receive one (1) working day on the day the child is born and one (1) day on the day the child is brought home, provided the days are scheduled work days. Such days shall not count against the thirty-two (32) hour annual allowance referenced in Section 3 of this Article.

Section 12.

12.1 **Maternity.** Sick leave shall be granted to Employees who are physically unable to work due to pregnancy, child birth, miscarriage, a related medical procedure, or recovery therefrom.

12.2 **Adoption.** Sick leave shall be granted for the period during which the primary care giving Employee is unable to work immediately after the arrival of the adopted infant provided the Employee agrees to return to work for a period of not less than six months. All adoptions must be legally executed and recognized by the State of Ohio.

a) The duration of the leave is to be determined by the treating physician who must provide written verification of the need for and length of the leave. In no case shall the leave exceed six weeks.

b) The Employee must notify the supervisor at least two weeks in advance of the arrival of the adopted infant. However, emergency situations will not automatically result in denial.

c) No newly adopted child over one year of age shall be covered by this benefit.

ARTICLE 14 - INJURY LEAVE

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 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 balance, and the remaining work days for which injury leave is due shall be recredited to the Employee's sick leave account. The employer 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 a properly signed statement from his/her 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/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/she shall then use other accrued time (such as vacation, holiday, etc.) 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 - INCENTIVE AWARDS FOR ATTENDANCE.

Section 1. To encourage and promote improved employee work attendance and to provide tangible recognition to those employees achieving exemplary attendance records.

Each permanent, full time employees of the Municipality hired prior to the execution of this Agreement who achieves an annual attendance record of not more than two absences from his or her regular work-day schedule shall be eligible for certain cash awards.

Section 2. Annual cash awards shall be paid based upon the following schedule:

<u>Attendance Achievement</u>	<u>2000 Sick Leave Hours as of 11/30</u>	<u>1500 Sick Leave Hours as of 11/30</u>	<u>1000 Sick Leave Hours as of 11/30</u>	<u>500 Sick Leave Hours as of 11/30</u>	<u>100 Sick Leave Hours as of 11/30</u>
Zero (0) hours sick leave used	\$550	\$450	\$350	\$250	\$150
Up to one (1) work day absence (up to eight (8) hours used)	\$500	\$400	\$300	\$200	\$100
Up to two (2) work day absences (up to sixteen (16) hours used)	\$475	\$375	\$275	\$175	\$75

Section 3. Eligibility for attendance award will not be adversely affected by the following leave conditions: Military leave for active duty not to exceed thirty (30) days or induction physical examination; Approved leave for union business; Jury duty; Attendance at certification or Civil Service examinations; Attendance at approved seminars or training functions; Vacation leave; Holiday leave; Compensatory leave; Funeral leave.

Section 4. Absenteeism due to the following causes will diminish or eliminate eligibility: Sick leave usage for reasons approved under the sick leave policy; Any other unauthorized or authorized leave of absence; Disciplinary suspension finally sustained

through appeal proceedings; Injury leave; Layoff; Leave due to duty-related injury for which the employee does/does not receive Workmen's Compensation benefits; Separation from employment.

Section 5. The provisions of this policy shall not alter existing practices relative to sick leave eligibility or charging of sick leave.

Section 6. For purposes of this benefit, the employee's record of attendance shall be measured commencing with December 1 and terminating on November 30 of the next succeeding calendar year. To be eligible for award consideration, the employee must have been actively employed throughout the benefit year. Award payments will be issued in December.

Award benefits will be pro-rated on a monthly basis for persons who are not employed for the full span. Credit shall be given for a month when the employee has worked for half or more of the month.

Effective in the third year of this agreement (2013), the provisions of this Article 15 shall be suspended for the remaining term of the agreement if the attendance incentive available to non-union personnel is also suspended or revoked for 2013.

ARTICLE 16 - 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 six (6) months after acceptance of a position, except when the move is within the division.

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 taking the vacant position receives an increase in wages, and it shall be considered a transfer if the bargaining unit member does not receive an increase in wages. 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 from within the division 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 less than five (5) qualified bargaining unit members are available within the division, the Appointing Authority may supplement the list with qualified bargaining unit members who have completed their initial probationary period from the department. If less than five (5) qualified bargaining unit members are available within the department, the Appointing Authority may supplement the list with qualified members who have completed their initial probationary period from the bargaining unit. The lists shall be supplemented by the rank order of members on the list.

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/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. An Employee who has taken a voluntary demotion and/or transfer within the bargaining unit may be reinstated to his/her previously held classification when the Employee submits a request within one year from the effective date of the demotion/transfer, a vacancy exists, and the Department Head of the department to which the employee wishes to return approves.

Section 7. Notwithstanding the above provisions of this Article 16, 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 8. When a notice for a bargaining unit vacancy or open examination is posted, it shall be posted for ten (10) calendar days.

ARTICLE 17 - LAYOFF AND RECALL

Section 1. When it becomes necessary, due to a lack of work or funds or job abolishment, 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 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. First, employees holding appointment in categories of student (such as intern), seasonal, temporary, provisional, probationary, permanent part-time, permanent 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 lower classification in the same classification series 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.

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 two (2) years. 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 two (2) years 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 or a lower classification from which the employee was laid off, and further provided that the employee is deemed qualified to fill the position by the Appointing Authority.

An employee on layoff may be considered for equal or lower rated vacancies outside of the bargaining unit if the Department of Civil Service and Personnel has exhausted the Preferred Eligibles list and determines the employee on layoff is qualified for the position.

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 24, Section 10.

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 18 - HOLIDAYS

Section 1. The following holidays shall be observed by the City:

- New Year's Day
- Martin Luther King Day (Floating Holiday)*
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday immediately following Thanksgiving
- Christmas Eve Day
- Christmas Day

New Year's Eve
Employee's Birthday
Five (5) Floating Holidays (Personal Leave Holidays)

*Effective January 1, 1997, all employees assigned to work at the City's Municipal Building shall observe Martin Luther King Day on the actual Holiday and not as a Floating Holiday.

Employees hired into the bargaining unit after the date of execution of this Agreement shall not receive the five (5) Personal Leave Holidays above.

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 above noted 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 straight time hourly rate for full day holidays not worked provided he has worked on the last scheduled work day prior to and his next scheduled work day following the holiday.

An employee scheduled to work on a day otherwise observed by him/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. All paid holidays will be guaranteed to the extent that those falling on non-work days will be observed insofar as practicable by observing an appropriate day off. Generally, noncontinuous operating personnel will observe Friday as the holiday when the actual day of the holiday falls on Saturday and observe Monday when the actual day of the holiday falls on Sunday. For purposes of premium pay, the official designated day actually observed will be considered the holiday except for employees whose regular work schedule would require working the actual day of the holiday. In such cases the actual day of the holiday will be observed for holiday pay purposes.

Section 6. Employees hired prior to the execution of this Agreement whose schedules provide for less than seventeen (17) holidays during the course of the year through time off with pay or through premium holiday pay, will be guaranteed the seventeen holidays by receiving holiday pay in an amount equal to the difference between the holidays observed by said employee and the seventeen guaranteed holidays. This provision is generally limited to continuous operating personnel wherein work schedules will not efficiently permit observance of the day off, the make-up holiday pay shall be remitted in the pay for the period in which the holiday occurs.

Section 7. 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.

Employees will be permitted to schedule their annual birthday and personal leave days as "floating" holidays.

Such "floating" holidays may be scheduled during the calendar year based upon the interests of the employee in keeping with both work unit scheduling practices and manpower necessities.

Although the birthday holiday may be scheduled and taken in a calendar year prior to the actual anniversary date of birth, this holiday will be considered as earned leave in that year providing the employee is in a pay status on the actual birthday.

The Personal Leave Holidays shall be considered as earned leave upon completion of three (3) months' service in a pay status during a calendar year.

Holiday leave taken but not earned shall be subject to recovery.

Section 8. 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/her being off. The validity and kind of evidence is at the sole discretion of the City as noted earlier in Article 13, Section 5. 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 9. 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 19 - VACATIONS

Section 1. Permanent employees covered by this Agreement shall be eligible for vacation leave with pay in accordance with the following schedule:

<u>Year's Continuous Service</u>	<u>Vacation Leave Allowance</u>
A. Less than one (1) year	None
B. One (1) year but less than seven (7)	Ten (10) working days
C. Seven (7) years but less than sixteen (16)	Fifteen (15) working days
D. Sixteen (16) years	Twenty (20) working days
E. Seventeen (17) years	Twenty-one (21) working days
F. Eighteen (18) years	Twenty-two (22) working days
G. Nineteen (19) years	Twenty-three (23) working days
H. Twenty (20) years	Twenty-four (24) working days
I. Twenty-one (21) years	Twenty-five (25) working days
J. Twenty-two (22) years	Twenty-six (26) working days
K. Twenty-three (23) years	Twenty-seven (27) working days
L. Twenty-four (24) years	Twenty-eight (28) working days

M. Twenty-five (25) years
N. Twenty-six (26) years

Twenty-nine (29) working days
Thirty (30) working days or more

Employees hired into the bargaining unit after the date of execution of this Agreement shall have their vacation capped at twenty-five (25) working days, and sections J-N, above shall not apply.

Section 2. For the purpose of this provision, it is understood that all periods 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 RC §9.44.

Section 3. Accrued vacation hours not taken by January 1 of each calendar year shall be removed from the employee's credit unless such balance is approved for carryover in writing by the City Manager. Notice of approval shall be provided the employee within two (2) calendar weeks of receipt of the request for carryover.

Requests for carryover of accrued vacation leave shall be made in writing through the Director of the employee's department to the City Manager who will consider approval of such carryover in the event either that disability has caused the employee's absence from duty during the previous calendar year of six or more calendar months or that operational necessities during the previous year have prevented the employee's utilization of vacation leave. Approval of the carryover of vacation leave for purposes other than noted above is permissible at the sole discretion of the City Manager.

Section 4. a) On Retirement, Death in Service, Lay-off, Military Service, Resignation, or Dismissal, vacation is credited up to the last day of employment.

b) Employees may take their vacation during the calendar year. Once a vacation request is approved, it shall not be changed without the written consent of the involved employee.

c) Any employee on vacation who is called in for emergency work shall be compensated in cash at double time (2x) in addition to the regular pay for the vacation or be compensated in cash at double time (2x) and take the vacation at a later date.

Section 5. Employees shall submit their choice of vacation dates for the calendar year of January 1 through December 31 to their supervisor between January 1 and March 1 of each year. Vacation requests submitted during this period shall be granted within each division based strictly on divisional seniority, provided, that requests for a full week of vacation will be given priority over single day requests. All requests are subject to supervisory approval and operational requirements. The final calendar of approved vacation requests will be distributed no later than April 1 of each year.

Any vacation request approved after the March 1 deadline will be granted on a first come, first serve basis. Such leave requests will be approved or denied by the supervisor within seven (7) calendar days of the request.

ARTICLE 20 - 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) family plan of coverage in accordance with the choice of the affected individuals. However, if the individuals fail to agree on the designated spouse, 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 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 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 21 - 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 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 - LONGEVITY PROGRAM

Section 1. Employees hired prior to the execution date of this Agreement shall receive longevity pay based upon the length of continuous service from most recent date of hire, as follows:

<u>Years of Continuous Service</u>	<u>Longevity Pay</u>
4 years through 8 years	\$400.00
9 years through 14 years	\$425.00
15 years through 19 years	\$475.00
20 years through 24 years	\$525.00
25 years and over	\$575.00

Section 2. Eligibility for longevity pay shall commence in the calendar year of the Employee's employment anniversary date since most recent date of hire. For the sole purpose of determining longevity pay, service on military leave since most recent date of hire shall be included in determining the length of years of continuous service.

Section 3. Payment for longevity will be made by separate check in December of each calendar year as a lump sum to eligible Employees on payroll status at that time.

Section 4. Longevity for partial year payments to eligible Employees who are separated for reasons for resignation, layoff, or retirement or to the estate of the deceased Employee shall be computed by dividing the eligible amount by twelve (12) and multiplying that amount by the number of months of completed service in the calendar year in which separation occurs.

To receive credit for a service month, the eligible Employee shall have worked in that month.

Section 5. No longevity benefit will be paid to any Employee whose separation is by action of dismissal or discharge.

ARTICLE 24 - 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/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 a previously approved vacation.

B. An employee, who is scheduled for any training program away from his/her regular work site, shall be required to report to, or to return to, his/her work site whenever one 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/she is required to sign it as evidence of the fact and he/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.

Any change in job description shall be provided to the Union at least ten (10) working days prior to submission to the Civil Service.

Section 7. **Civil Service Examinations.** The City shall provide to the Union President copies of the Notice of all Civil Service Examinations for posting on bulletin boards within the jurisdiction of the Union.

Section 8. **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 9. **Tuition Reimbursement.** Full-time bargaining unit members who have completed probation, or six months of service, whichever is greater shall be eligible for tuition reimbursement for successful completion of any course, training or program for which the member has assumed full responsibility for the payment of tuition or program costs.

Reimbursement will be made for the cost of any job-related course, training or program applicable to the member's current position, or to the member's future development within the City.

A request for reimbursement must be made before course registration and must be approved by the member's department head and the City Manager. To qualify for reimbursement, a member must achieve a grade of "C" or better (or an equivalent

numerical grade) in a graded course of study, or a satisfactory completion in a non-graded course of study.

Final authority to determine whether a course is job-related or properly reimbursable shall be with the City Manager.

The provisions of this Section 9 of Article 24 shall be suspended for the term of this agreement if the tuition reimbursement program available to non-union personnel is also suspended or revoked for the applicable calendar year.

Section 10. 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 11. Physical Fitness Incentive

An annual incentive for physical fitness will be paid to persons who are able to perform the aerobic/running standards as shown: An award of one hundred dollars (\$100) will be paid to an employee who can run one and one-half ($1\frac{1}{2}$) miles in 15:31 (fifteen minutes, thirty-one seconds) or less. Two hundred twenty-five dollars (\$225) will be paid to an employee who can run one and one-half ($1\frac{1}{2}$) miles in less than 14:05 (fourteen minutes, five seconds). The awards shall not be cumulative, and the maximum total physical fitness incentive shall be \$225 per employee.

The provisions of this Section 11 of Article 24 shall be suspended for the term of this agreement if the physical fitness incentives available to non-union personnel are also suspended or revoked for the applicable calendar year.

Section 12. Education Incentive

An annual educational incentive of \$100 will be paid to bargaining unit members possessing an Associate's degree from an accredited college or university; an educational incentive of \$225 will be paid to bargaining unit members who have a Bachelor's degree from an accredited college or university. The awards shall not be cumulative, and the maximum total education incentive shall be \$225 per employee.

The provisions of this Section 12 of Article 24 shall be suspended for the term of this agreement if the education incentives available to non-union personnel are also suspended or revoked for the applicable calendar year.

ARTICLE 25 - WAGES

Section 1. The wages of all bargaining unit employees will be frozen at levels at the time of the executive of this Agreement, and continuing for the term of this Agreement.

Section 2. 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 except that the final two adjustments shall be considered at six (6) month intervals. (Should an employee be permanently promoted to a classification with a higher maximum rate of pay, he shall be eligible for merit consideration following ninety (90) days service in the promoted class and as is contained in Article 7).

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.

With the exception of the final step within a pay grade, 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.

ARTICLE 26 - 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 27 - 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 28 - DURATION

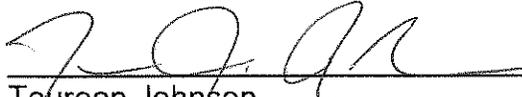
Section 1. This Agreement shall become effective upon execution and shall continue in effect until midnight July 9, 2014.

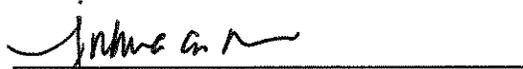
Section 2. Thereafter, this Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least ninety (90) days prior to the expiration of the term, or any extended term of this Agreement, of its intention to terminate or modify this Agreement.

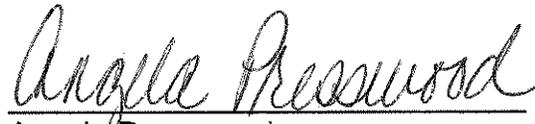
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 12th day of April, 2013.

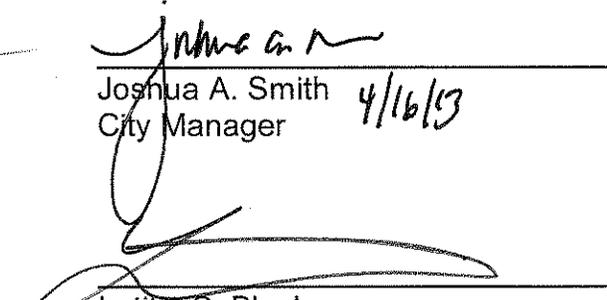
FOR: AFSCME, OHIO COUNCIL 8,
LOCAL 3169

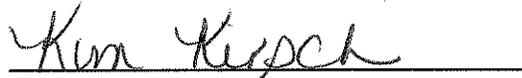
FOR: CITY OF HAMILTON, OHIO

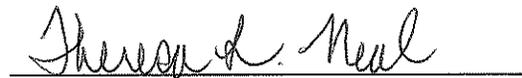

Taurean Johnson
Ohio Council 8 Staff Representative


Joshua A. Smith 4/16/13
City Manager


Angela Presswood
President


Letitia S. Block
Assistant Law Director


Kim Kirsch
Vice President


Theresa Neal
Treasurer

APPENDIX #1

**Schedule I-1
Salaried Ranges: AFSCME (Clerical/Technical Unit)**

<u>CODE</u>	<u>CLASS TITLE</u>	<u>RANGE NO.</u>
1001	Administrative Assistant I	22
1002	Administrative Assistant II	25
1003	Administrative Assistant III	28
1004	Administrative Assistant IV	31
1095	Computer Support Assistant	28
1098	Computer Operator	28
2001	Accounting Assistant I	25
2002	Accounting Assistant II	27
2003	Accounting Assistant III	33
2004	Accounting Assistant III (Payroll)	33
2005	Accounting Assistant IV	35
3085	Building Inspector	41
3086	Plumbing Inspector	43
3087	Electrical Inspector	43
3088	HVAC Inspector	41
5001	Public Service Technician I	24
5002	Public Service Technician II	25
5003	Public Service Technician III	27
6171	Chemist I	34
6172	Chemist II	37
6185	Statistical Analyst	34
7005	Animal Control Officer	29
2078	Utilities Service Agent I	28
2079	Utilities Service Agent II	31

Schedule I-1, Wages

STEP		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
RANGE																
16	Y	\$22,318	\$22,922	\$23,462	\$24,086	\$24,690	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782
	BW	858.40	881.60	902.40	926.40	949.60	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40
	H	10.73	11.02	11.28	11.58	11.87	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28
17	Y	\$22,922	\$23,462	\$24,086	\$24,690	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614
	BW	881.60	902.40	926.40	949.60	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40
	H	11.02	11.28	11.58	11.87	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68
18	Y	\$23,462	\$24,086	\$24,690	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446
	BW	902.40	926.40	949.60	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40
	H	11.28	11.58	11.87	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08
19	Y	\$24,086	\$24,690	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299
	BW	926.40	949.60	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20
	H	11.58	11.87	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49
20	Y	\$24,690	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214
	BW	949.60	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40
	H	11.87	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93
21	Y	\$25,314	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109
	BW	973.60	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80
	H	12.17	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36
22	Y	\$25,958	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024
	BW	998.40	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00
	H	12.48	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80
23	Y	\$26,624	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981
	BW	1,024.00	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80
	H	12.80	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26
24	Y	\$27,310	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938
	BW	1,050.40	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60
	H	13.13	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72
25	Y	\$28,018	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936
	BW	1,077.60	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00
	H	13.47	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20
25a	Y	\$28,330	\$29,058	\$29,848	\$30,618	\$31,408	\$32,240	\$33,030	\$33,862	\$34,715	\$35,630	\$36,525	\$37,461	\$38,438	\$39,437	\$40,414
	BW	1,089.60	1,117.60	1,148.00	1,177.60	1,208.00	1,240.00	1,270.40	1,302.40	1,335.20	1,370.40	1,404.80	1,440.80	1,478.40	1,516.80	1,554.40
	H	13.62	13.97	14.35	14.72	15.10	15.50	15.88	16.28	16.69	17.13	17.56	18.01	18.48	18.96	19.43
26	Y	\$28,787	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955
	BW	1,107.20	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20
	H	13.84	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69
27	Y	\$29,536	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995
	BW	1,136.00	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20
	H	14.20	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19
27a	Y	\$29,848	\$30,618	\$31,408	\$32,240	\$33,030	\$33,862	\$34,715	\$35,630	\$36,525	\$37,461	\$38,438	\$39,437	\$40,414	\$41,475	\$42,515
	BW	1,148.00	1,177.60	1,208.00	1,240.00	1,270.40	1,302.40	1,335.20	1,370.40	1,404.80	1,440.80	1,478.40	1,516.80	1,554.40	1,595.20	1,635.20
	H	14.35	14.72	15.10	15.50	15.88	16.28	16.69	17.13	17.56	18.01	18.48	18.96	19.43	19.94	20.44
28	Y	\$30,202	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077
	BW	1,161.60	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80
	H	14.52	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71
29	Y	\$30,992	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179
	BW	1,192.00	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20
	H	14.90	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24
30	Y	\$31,782	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323
	BW	1,222.40	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20
	H	15.28	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79
31	Y	\$32,614	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426
	BW	1,254.40	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60
	H	15.68	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32

32	Y	\$33,446	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653
	BW	1,286.40	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80
	H	16.08	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91
33	Y	\$34,299	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880
	BW	1,319.20	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00
	H	16.49	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50
34	Y	\$35,214	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086
	BW	1,354.40	1,388.80	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40
	H	16.93	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08
34a	Y	\$35,630	\$36,525	\$37,461	\$38,438	\$39,437	\$40,414	\$41,475	\$42,515	\$43,618	\$44,720	\$45,885	\$47,070	\$48,298	\$49,525	\$50,773
	BW	1,370.40	1,404.80	1,440.80	1,478.40	1,516.80	1,554.40	1,595.20	1,635.20	1,677.60	1,720.00	1,764.80	1,810.40	1,857.60	1,904.80	1,952.80
	H	17.13	17.56	18.01	18.48	18.96	19.43	19.94	20.44	20.97	21.50	22.06	22.63	23.22	23.81	24.41
35	Y	\$36,109	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459
	BW	1,388.83	1,423.92	1,460.64	1,497.36	1,535.71	1,574.88	1,614.86	1,656.48	1,698.91	1,742.98	1,785.41	1,832.74	1,880.06	1,926.58	1,978.80
	H	17.36	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74
36	Y	\$37,024	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770
	BW	1,424.00	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60
	H	17.80	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37
37	Y	\$37,981	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038
	BW	1,460.80	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40
	H	18.26	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98
38	Y	\$38,938	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411
	BW	1,497.60	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20
	H	18.72	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64
39	Y	\$39,936	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930
	BW	1,536.00	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60
	H	19.20	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37
40	Y	\$40,955	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323
	BW	1,575.20	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20
	H	19.69	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04
41	Y	\$41,995	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323	\$59,779
	BW	1,615.20	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20	2,299.20
	H	20.19	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04	28.74
42	Y	\$43,077	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323	\$59,779	\$61,381
	BW	1,656.80	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20	2,299.20	2,360.80
	H	20.71	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04	28.74	29.51
43	Y	\$44,179	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323	\$59,779	\$61,381	\$62,962
	BW	1,699.20	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20	2,299.20	2,360.80	2,421.60
	H	21.24	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04	28.74	29.51	30.27
44	Y	\$45,323	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323	\$59,779	\$61,381	\$62,962	\$64,522
	BW	1,743.20	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20	2,299.20	2,360.80	2,421.60	2,481.60
	H	21.79	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04	28.74	29.51	30.27	31.02
45	Y	\$46,426	\$47,653	\$48,880	\$50,086	\$51,459	\$52,770	\$54,038	\$55,411	\$56,930	\$58,323	\$59,779	\$61,381	\$62,962	\$64,522	\$66,165
	BW	1,785.60	1,832.80	1,880.00	1,926.40	1,979.20	2,029.60	2,078.40	2,131.20	2,189.60	2,243.20	2,299.20	2,360.80	2,421.60	2,481.60	2,544.80
	H	22.32	22.91	23.50	24.08	24.74	25.37	25.98	26.64	27.37	28.04	28.74	29.51	30.27	31.02	31.81