

## LIVING WAGE REQUIREMENTS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code (CMC), Chapter 317. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) as follows:

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of \$11.73 per hour with health benefits (as defined) or otherwise \$13.23 per hour. Such rate shall be adjusted annually pursuant to the terms of the CMC 317.
- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of \$15.00 per hour, regardless of whether the employer provides health care benefits

Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies.

All proposed contractors subject to the provisions of this chapter shall submit a completed declaration of compliance form, signed by an authorized representative, along with each proposal. The completed declaration of compliance form shall be made a part of the executed contract.

Contractors shall require their subcontractors to comply with the provisions of this chapter. Language indicating the subcontractor's agreement to comply shall be included in the contract between the contractor and subcontractor. A copy of such subcontracts or other such agreements shall be submitted to the City.

Contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. A copy of such notification shall be retained by contractors and subcontractors which may be subject to audits and/or other forms of monitoring and which must include the following:

(1) Minimum Compensation.

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, the initial rates of eleven dollars and seventy-three cents (\$11.73) with health benefits or thirteen dollars and twenty-three cents (\$13.23) without health benefits will be adjusted annually. The living wage shall be upwardly adjusted each year no later than April 30<sup>th</sup> in proportion to the increase at the immediately preceding December 31<sup>st</sup> over the year earlier level of the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

## **LIVING WAGE REQUIREMENTS (Continued)**

- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract that the Contractor shall provide payment of a minimum wage to employees of \$15.00 per hour, regardless of whether the employer provides health care benefits

(2) Health Benefits. Proof of the provision of such benefits shall be submitted to the City no later than thirty (30) days after execution of the contract to qualify for the wage rate in Section 317-5(a). Health benefits shall be provided to part-time employees as well as full-time employees.

"Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees, provided that the employer cost or contribution equals no less than \$1.50 an hour for the average work week of such employee.

"Covered employee" means a full-time city employee or any person who is employed as a service employee of a contractor or subcontractor under the authority of one or more service contracts with the city and who expends any of his or her time thereon, including but not limited to: restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; gardeners; waste management employees; and clerical employees, provided however, that persons who are employed pursuant to federal or state laws relating to prevailing wages shall be exempt from this Chapter.

Specifically, a "covered employee" is the persons or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city.

*(the language below applies if the contract is a firm price contract)*

The bid amount shall include all current and future costs associated with the Living Wage requirements.



CITY OF CINCINNATI
LIVING WAGE AFFIDAVIT OF COMPLIANCE

The undersigned hereby agrees to pay all covered employees, as defined by CMC 317, Living Wage Ordinance (LWO), a living wage of \$15.00 per hour to all employees who work 1,500 hours or more on an annual basis on this specific City contract.

- All of our employees who have health benefits provided by this company receive an hourly wage that is at least \$11.73 an hour. The employer cost or contribution for family health benefits equals no less than \$1.50 an hour for the average work week of such employees.

Table with 2 columns: Health Care Provider, Plan#, Contact Person, Phone #

- All of our employees who do not have health benefits provided by this company receive an hourly wage that is at least \$13.23 an hour.
All employees who work 1,500 hours or more on an annual basis on this specific City contract receive an hourly wage no less than \$15.00 per hour, regardless of whether they receive health care benefits.
We have no employees working on this living wage contract.

Table with 3 columns: Contractor, Subcontractor, Bid/Contract #

In accordance with Chapter 317-13 (b), LWO, Obligations of Contractors, contractors shall require their subcontractors to comply with the provisions of this chapter.

In accordance with Chapter 317-13(c), LWO, Obligations of Contractors, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter.

List names of all joint ventures, partners, subcontractors, or others having any right of interest in this contract or the proceeds thereof (attach additional pages if needed). If not applicable, state "NONE."

Table with 2 columns: Name, Name

Name of Company \_\_\_\_\_ will hereby comply with Chapter 317 of the Cincinnati Municipal Code as stated above.

Table with 2 columns: Print Name, Title, Signature, Date

Personally came before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, he/she \_\_\_\_\_ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. In witness whereof, I have hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE
PRINT NAME
My commission expires

(SEAL)