12-MED-09-1042
0315-01
K29390
01/10/2013

The City of New Carlisle, Ohio
and
The Dayton Public Service Union
Local No. 101
A.F.S.C.M.E. OHIO COUNCIL 8,
American Federation of State,
County and Municipal Employees

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

INDEX

			PAGE
ARTICLE	1	INTRODUCTION	3
ARTICLE	2	RECOGNITION	3
ARTICLE	3	MANAGEMENT RIGHTS	6
ARTICLE	4	GENERAL PROVISIONS	6
ARTICLE	5	HOURS OF WORK AND OVERTIME	8
ARTICLE	6	VACATIONS	10
ARTICLE	7	PERSONAL LEAVE	11
ARTICLE	8	SICK LEAVE	11
ARTICLE	9	INJURY LEAVE	12
ARTICLE	10	FUNERAL/BEREAVEMENT LEAVE	13
ARTICLE	11	HOLIDAYS	13
ARTICLE	12	MATERNITY/PATERNITY LEAVE	14
ARTICLE	13	MILITARY LEAVE	15
ARTICLE	14	DISCIPLINE	15
ARTICLE	15	GRIEVANCE AND ARBITRATION PROCEDURE	16
ARTICLE	16	PERSONNEL FILES	18
ARTICLE	17	LABOR MANAGEMENT COMMITTEE	19
ARTICLE	18	SMOKING POLICY	19
ARTICLE	19	LAYOFF	20
ARTICLE	20	RECALL FROM LAYOFF	21
ARTICLE	21	JOB BIDDING	21
ARTICLE	22	NON – DISCRIMINATION	22
ARTICLE	23	COMPULSORY ATTENDANCE PAY	23
ARTICLE	24	UNION BUSINESS	23
ARTICLE	25	SAFETY	24
ARTICLE	26	INSURANCE	24
ARTICLE	27	TRAINING	26
ARTICLE	28	SAVINGS CLAUSE	27
ARTICLE	29	RESIDENCY	27
ARTICLE	30	WAGES	28
ARTICLE	31	CLOTHING ALLOWANCE	32
ARTICLE	32	NO STRIKES AND NO LOCKOUTS	32
ARTICLE	33	STANDBY	33
ARTICLE	34	SEVERE WEATHER	33
ARTICLE	35	CONTRACTING	33

ARTICLE 1 INTRODUCTION

Section 1.1: Purpose

This Agreement is made between the City of New Carlisle, hereinafter referred to as "City" and Ohio Council 8 and Local 101, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union" for the purpose of providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 1.2: Duration of Agreement

This Agreement shall be effective January 1, 2013 and shall remain in effect through December 31, 2015 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within (10) days after receipt of such notice, a conference shall be arranged between the parties hereto, and such conference shall be held at a time agreeable to the parties.

ARTICLE 2 RECOGNITION / AUTHORIZATION / FAIR SHARE

Section 2.1: Union Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for all employees included in the bargaining unit described in the State Employment Relations Board Certification Order Number 94-REP-03-0056 and dated May 12, 1994, or as subsequently amended.

Section 2.2: "Employee" Defined

The term "employee" or employees" as used in this Agreement shall refer to those persons included in the bargaining unit who are full-time, part-time, and probationary employees. All references to employees in this Agreement designate both sexes.

Section 2.3: Authorization and Fair Share

All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the City by the designated representative of the Union, but shall not be an amount greater than the amount paid by Union members as provided in the Ohio Revised Code Section 4117.09(C). Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or for any benefits under the agreement. The Union will indemnify and hold the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City or the City and the Union jointly.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and federal law. In addition, the Union will provide the City's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

Section 2.4: Union Membership

All employees in the bargaining unit covered by the Agreement who are members of the Union on the date this Agreement is signed, and all other employees in the bargaining unit who become members of the Union at anytime in the future shall, for the term of this Agreement, continue to be members of the Union, and the City will not honor dues deduction (check off) revocations from such employees except as provided herein.

The City shall make payroll deductions from the pay or wages of employees upon receipt from the Union of individual written authorization cards voluntarily executed by each employee for that purpose and bearing his/her signature provided that:

A. An employee shall have the right to revoke such authorization by giving written notice, with proof of service, to both the City and the Union, at any time during the fifteen (15) calendar days preceding the termination of this Agreement: and,

B. The City's obligation to make payroll dues deductions shall terminate automatically upon timely receipt of notice of revocation of authorization in accordance with the above paragraph 1, or upon termination of employment or reclassification to a position outside of the bargaining unit.

Section 2.5: Deductions

The City will deduct from the wages the regular monthly Union dues of members and the fair share fees of nonmembers. Deductions shall be made from the weekly or biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the designated officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The City shall provide with each deduction of dues and fair share fee deductions, the following information:

A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member, and amount deducted;

B. Alphabetical list of fair share fee employees from whom deductions were made, the name, address, social security number of each employee, and the amount deducted; and

C. The name of each Union member and fair share fee employee whose name has been dropped from the prior check off list and the reason for the omission.

Section 2.6 A.F.S.C.M.E. P.E.O.P.L.E (Public Employees Organized to Promote Legislative Equality)

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a voluntarily written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to AFSCME PEOPLE Department 1625 L. Street, N.W. Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 3 MANAGEMENT RIGHTS

The City has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental and proprietary operations;

4. Determine the overall methods, process, means, or personnel by which governmental and proprietary operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government, and operator of proprietary functions;

8. Effectively manage the work force; and

9. Take actions to carry out the mission of the public employer as a governmental unit and operator of proprietary functions.

10. Some, but not necessarily all, of the above listed management rights may be memorialized in an employee handbook.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1: Purpose

This Agreement sets forth the Agreement between the City and the Union, which represents employees in the City of New Carlisle as to matters pertaining to their wages, hours, and terms and other conditions of employment.

Section 4.2: Cooperation

The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of adjusting and settling disputes in an orderly manner without interruption to such service to the public. Toward these ends, the City and the Union agree to encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels among all employees.

The City and the Union shall work together in the interest of maintaining and improving efficiency in all operations, the conservation of materials, supplies, equipment, and the improvement in quality of workmanship and service.

Section 4.3: Definitions

Unless the context clearly requires otherwise, words and phrases used in this Agreement shall have their customary meaning unless as further defined herein.

1. Full-time Employee: A person who occupies a duly authorized job classification, which consists of a workweek of forty (40) hours or more who has successfully completed his/her probationary period.

2. Probationary Employee: A newly hired person occupying a duly authorized job classification is considered a probationary employee until such time as a six (6) month probationary period is successfully completed. However, anyone hired into a different job classification who is a current employee of the City will be considered a probationary employee in that position for a period not less than two (2) months.

3. Part-time Employee: A person whose normal workweek is less than that of a full-time employee is a part-time employee. A part-time employee shall be entitled to receive the paid leave benefits under this Agreement on a pro-rata basis, according to the relationship of the employee's regular schedule to forty (40) hours per week. (i.e. 30 hour employee -75%). Part-time employees shall be covered by the life and disability insurance policies provided by this Agreement. A part-time employee shall be covered by the medical, vision and dental insurance plans only if the employee's regular schedule is at least thirty-two (32) hours per week. The City is responsible for the premiums on a pro-rata basis, with the employee paying the remainder of the premium.

4. Temporary Employee: A temporary employee is one who is employed for a specified period of time, of no more than ninety (90) calendar days, to perform specific tasks which are not of a continuing nature, with no fringe benefits being paid except as required by law.

5. Seasonal Employee: A seasonal employee is one who is employed for no more than 800 hours in a calendar year, with no fringe benefits being paid except as required by law. By mutual consent between the Union and the City, the employee may be extended beyond 800 hours but not to exceed 1080 hours,

6. All reference to days shall be calendar days, unless otherwise noted.

Section 4.4 Requirements of Employment

All employees hired after the effective date of this contract shall have a minimum of a high school education or GED before employment. This requirement is in addition to any license requirements for a particular job.

Section 4.5 Extended Absences

The City reserves the right to fill a vacancy with a temporary employee if a permanent employee is on extended leave (more than 60 days) due to any reason.

ARTICLE 5 HOURS OF WORK & OVERTIME

Section 5.1: Workweek

The normal workweek shall consist of seven (7) consecutive twenty-four (24) hour periods during which an employee shall be assigned to five (5) consecutive, eight (8) hour workdays. The appropriate department/division head shall establish the assignment of work schedules and hours of work. Upon prior mutual agreement, employees may elect to take a thirty (30) minute lunch period within their established eight (8) hour work day, as long as it does not create a conflict with the operations of work staffing levels.

Section 5.2: Workday

The normal workday shall consist of eight (8) hours falling between 7:00 a.m. and 5:00 p.m. Should it become necessary for the City to add an additional shift, the City agrees to negotiate with the Union concerning shift hours and pay supplement as a shift differential. All employees shall receive a one (1) hour lunch period within their established eight (8) hour work day. Work hours may be flexible providing this is a mutual agreement of both parties.

Section 5.3 Rest Periods

Employees shall be granted two (2) breaks per day of fifteen (15) minutes each: one (1) in the first half of the shift and one (1) in the last half of the shift.

Section 5.4: Overtime

Overtime opportunity will be distributed as equally as is practicable (at the various job locations) among those employees regularly performing the work on which overtime is necessary. A tabulation of overtime opportunity shall be kept at each job location and shall include any hours which were refused by the employee. Employees on extended leave (i.e. vacation, sick leave, injury leave) for a consecutive one hundred twenty (120) hours or more shall be placed at the same level of whoever has the most overtime. New employees and employees returning from a disciplinary suspension shall be credited on the overtime list with the number of hours equal to the employee with the highest number of hours, plus one (1) hour. Errors in the assignment of overtime will be rectified by the assignment of the next available overtime in the classification.

Employees authorized by the City to work in excess of eight (8) hours per day or forty (40) hours per week will be paid one and one-half ($1^1/2$) times their regular hourly rate for all such excess time worked, with the exception of overtime worked on a Sunday, City-designated holiday, or actual holiday, for which the said employees shall be compensated at twice the amount of their normal rate of pay. Compensation shall be monetary payment or compensatory time off, as determined by employee for the first eighty (80) hours of compensatory time accrued. Thereafter, any time accrued or overtime payment shall be agreed upon by mutual consent. Management, temporary, or seasonal employees will perform no overtime work that is regularly performed by bargaining unit employees unless bargaining unit employees are not available.

Section 5.5: Overtime Call-Out

The City will pay a minimum of two (2) hours pay at the employee's overtime rate for employees who are called in from off-duty status. Compensation shall be monetary or compensatory time off, as determined by employee per Section 5.4.

Section 5.6: Compensatory Time

Compensatory time will be earned at the rate of one and one-half ($1^1/2$) hours for each hour of employment for which overtime compensation is required, with the exception of overtime worked on a Sunday, City-designated holiday, or actual holiday, for which the said employees shall be compensated at twice the amount of their normal rate of pay. Employees may accumulate a maximum of one hundred and twenty (120) hours of compensatory time. Compensatory time off shall be scheduled in the same manner

as vacation days, but will be taken in no less than one-half (1/2) hour minimum. Employees shall be entitled to convert up to forty (40) hours of compensatory time for monetary payment during the first pay period in May and up to an additional forty (40) hours of compensatory time for monetary payment during the first pay period in December. Compensatory time may be used at any time provided the employee notifies his/her supervisor as early as possible, but no later than at the start of the day requested. Requests for vacation and/or compensatory time which are not prescheduled are not to exceed two (2) per month.

ARTICLE 6 VACATIONS

Section 6.1: Employees shall earn vacation time based on years of continuous service with the City on the following schedule:

Less that one year of service	None
Upon completion of:	
1, 2, 3, 4 years of service	80 hours/ 2 weeks
5, 6, 7, 8, 9 years of service	120 hours/ 3 weeks
10 or more years of service	160 hours/ 4 weeks

Section 6.2: Vacation may accrue to a maximum of two (2) years of accumulation. No vacation shall accrue beyond the maximum allowable time. Any unused vacation time in addition to such two (2) years of accumulation will be compensated by current rate of pay if the unused vacation is carried by the denial of a vacation request by the City.

Section 6.3: Upon termination of employment for any reason, any remaining days will be paid in full or paid to the designated beneficiaries at current rate of pay.

Section 6.4: Vacation time may be taken at no less than one (1) hour increments. Advance notice of three (3) working days will be required for vacation leave requests. The City reserves the right to deny vacation requests because of scheduling conflict; however, the denial must be made within three (3) days of the submission of the request.

Section 6.5: Vacation time may be used at any time provided the employee notifies his/her supervisor as early as possible, but no later than at the start of the day requested. Requests for vacation and/or compensatory time which are not prescheduled are not to exceed two (2) per month.

ARTICLE 7 PERSONAL LEAVE

Employees shall receive three (3) personal days with pay at the start of each calendar year. Personal days must be used within the calendar year. Unused personal days cannot be carried over into the following year. There will be no pay out of unused personal days upon an employee's separation of employment for any reason except the death of the employee.

An employee who completes his/her probationary period during the first six (6) months of the calendar year will receive three (3) personal days. If the probationary period is completed during the last six (6) months of the calendar year, the employee will receive one and one-half (1 ½) personal days.

A personal day may be used at any time provided the employee notifies his/her immediate supervisor as early as possible but not later than the start of the day requested. The personal day time may be taken in no less than one-half ($^1/2$) hour minimum.

ARTICLE 8 SICK LEAVE

Section 8.1: All full-time and part-time employees shall accrue paid sick leave at the rate of 4.62 hours per pay period while the employee is in an active pay status. Sick leave may be used in increments of fifteen (15) minutes.

Section 8.2: Sick leave may be used for the following reasons:

A. Personal injury, sickness, or physical incapacity of the employee;
B. Personal injury, sickness, or physical incapacity of the employee's immediate family requiring the employee's personal care and attendance;
C. Forced quarantine;
D. Physician visits, dental visits, medical testing, optical examinations and related fittings; and
E. Mental health visits to any professional covered under the City's insurance programs, and chemical dependency recovery.

A physician's certificate may be required by the City after three (3) days.

Section 8.3: In case of absence from work, the employee will notify the immediate supervisor as early as possible but not later than the regular starting time of workday.

Section 8.4: The City may grant extraordinary sick leave above the accumulated total of an employee's sick leave credit when warranted by an employee's loyalty, competency, and value to the City.

Section 8.5: Sick leave may be accumulated without limit for each employee. Upon termination of employment, twenty-five percent (25%) of accrued sick leave will be paid at the current rate of pay.

Section 8.6: Upon death of an employee, the designated beneficiaries will receive all accrued sick leave at fifty percent (50%) of the rate of pay at the time of the employee's death.

Section 8.7: Employees are not eligible to be called in for over time call out if they have been off work on sick leave for any of the reasons stated in section 8.2 (A) above.

ARTICLE 9 INJURY LEAVE

Section 9.1: Injury leave shall be granted to a member of the bargaining unit who receives a compensable injury or occupational illness in the course of his/her employment by the City. The City will pay injury leave for all occupational injuries or occupational illness for the first 45 days after the injury in lieu of the employee receiving a workers' compensation wage payment. However, such payment will be made only on an actual workers' compensation determination. Extensions of such injury leave may be granted at the discretion of the City manager or his/her designee, provided sufficient medical documentation is made available to the City in advance of the 45th day of injury. After the aforementioned 45-day period, the employee may utilize accumulated sick leave. If an employee utilizes accumulated sick leave, workers' compensation funds subsequently received by the employee can be paid to the City so that the employee may receive a credit for the sick leave days exhausted in relation to the workers' compensation injury. If the employee fails to turn over these payments for workers' compensation benefits to the City, no credit will be received by the employee for the sick leave days utilized.

Section 9.2: An employee who is absent from duty due to illness or injury of a temporary nature that prevents him/her from performing his/her normal duties may be returned to work to perform restricted duty if released by his/her physician to do so and if the physician certifies that full recovery is probable. The employee's medical status shall be reviewed at least quarterly. The City has the right to require the employee to submit to an examination by a physician selected by the City, at the City's expense. Restricted duty is any job, work assignment, or duty within the City that an employee disabled from his/her regular assignment is capable of performing. While on restricted duty, an employee will earn his/her regular hourly rate of pay. If no restricted duty work assignments exist in an employee's department, the City is not obligated to create restricted duty work to accommodate said employee, but may do so in any City department.

Section 9:3 Employees who have returned to work with medical restrictions and are eligible to work overtime may do so as an extension of their normal workday, so long as

such work does not conflict with medical restrictions and at least one other City employee is present.

ARTICLE 10 FUNERAL / BEREAVEMENT LEAVE

Section 10.1: Upon the death of an employee's spouse, child, parent, brother, sister, brother-in-law, sister-in-law, grandchild, daughter-in-law, son-in-law, grandparent, legal guardian or foster parent, spouse's parent, spouse's grandparent, the employee shall be granted three (3) days funeral leave with pay. Upon the death of other close persons, the employee shall be granted up to three (3) days of vacation, sick leave, or compensatory time for bereavement purposes.

Section 10.2: An employee needing additional bereavement time may take vacation leave, compensatory time, or sick leave at the employee's option.

Section 10.3: Employees may voluntarily donate their vacation leave to an employee needing additional bereavement time who has exhausted his/her own vacation leave.

ARTICLE 11 HOLIDAYS

All employees except temporary or seasonal employees will be granted the following twelve (12) holidays per year with full pay:

HOLIDAY	2013	2014	2015
New Year's Day	January 1	January 1	January 1
ML King Day	January 21	January 20	January 19
Presidents' Day	February 18	February 17	February 16
Good Friday	March 29	April 18	April 3
Memorial Day	May 27	May 26	May 25
Fourth of July	July 4	July 4	July 3
Labor Day	September 2	September 1	September 7
Veterans' Day	November 11	November 11	November 11

Thanksgiving Day	November 28	November 27	November 26
Day After Thanksgiving	November 29	November 28	November 27
Christmas Eve Day	December 24	December 24	December 24
Christmas Day	December 25	December 25	December 25

The City may on occasion extend any of the above listed holidays.

If a holiday falls on a day not regularly scheduled for work, it will be observed on the preceding day or on the next regularly scheduled workday if the preceding day is also a day not regularly scheduled for work. The parties may alter the day on which a holiday is observed by mutual agreement.

If there are part-time employees who do not work five (5) consecutive days, then the City agrees to consult with the Union in order to establish a mutually agreeable arrangement covering equitable holiday pay for the part-time employees.

Employees who work on a holiday may choose compensatory time in lieu of overtime pay.

Full-time hourly paid employees shall be compensated for scheduled and unscheduled overtime at the rate of one and one-half (1 1/2) times their normal rate of pay, with the exception of overtime worked on a Sunday, a City-designated holiday, or the actual holiday for which the said employees shall be compensated at two (2) times the amount of their normal rate of pay, in addition to holiday pay.

To be eligible for holiday pay, an employee must be in pay status both on his/her last scheduled workday before and after the holiday.

Employees on vacation, sick leave, injury leave, or any leave of absence with pay shall be considered as working their regular schedule for pay purposes.

ARTICLE 12 MATERNITY / PATERNITY LEAVE

Any full-time or part-time employee shall be eligible to be granted a maternity/paternity leave of absence in accordance with the following provisions:

1. The employee requesting a maternity/paternity leave of absence must complete a request of leave of absence form and submit it to his/her

supervisor.

2. Each employee placed upon an approved maternity/paternity leave shall first use accrued sick leave. Upon exhausting accrued sick leave, the employee may use accrued vacation leave or may remain on maternity/paternity leave without pay.

3. An employee returning from maternity/paternity leave shall be placed on his/her former job.

4. While an employee is on maternity/paternity leave, the employee's seniority shall continue to accumulate.

5. While an employee is on maternity/paternity leave, the City shall maintain the employee's insurance benefits, as long as unpaid leave does not exceed 30 calendar days. In addition, sick leave, vacation leave, and other leaves do not accumulate during unpaid leave.

6. All of the above will also be applicable for the adoption of any children.

7. No more than 30 days of unpaid leave may be taken according to this provision, unless approved by the City Manager. However, nothing herein shall limit the right of an employee/birth mother to use sick leave while disabled or sick as certified by her physician.

ARTICLE 13 MILITARY LEAVE

The City agrees to comply with all Ohio and federal statutory requirements concerning military leave. Policies regarding such leave will be established through the labor-management committee.

ARTICLE 14 DISCIPLINE

Section 14.1: Discipline for Cause

No employee shall be disciplined, suspended, removed or reprimanded except for just cause. On any disciplinary matter, the City agrees to investigate the matter before it imposes discipline. It is further agreed that a pre-disciplinary hearing will take place as soon as possible, but in no case later than ten (10) work days following knowledge by the City of the events upon which the alleged infraction is based. Time limits in this section may be extended upon mutual agreement of the parties. The City shall impose discipline within ten (10) work days of the date of the pre-disciplinary hearing except in cases where potential criminal charges against the affected employee are being investigated by law

enforcement or cases where the City later learns for the first time of new facts pertinent to the alleged infraction.

Section 14.2: Disciplinary Hearings

The employee and the Union will receive a written statement concerning the allegations at least 48 hours before the pre-disciplinary hearing. The City will contact the designated Union representative to inform him or her of the pre-disciplinary hearing date and time before the written notice is sent (delivered to the employee.) All written notices and correspondence required in the Article may be made by certified mail, facsimile, personal service, or City mailbox. At the pre-disciplinary hearing the charged bargaining unit employee will be allowed to present his/her defense.

An employee who is charged or his/her designated representative may make a written request to the City Manager to review his/her personnel file in accordance with this section. Such request will be granted immediately by the City Manager in the case of a pending pre-disciplinary hearing. An employee who is charged, or his/her representative, may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. The City will notify the affected employee, in writing, of any charges or any decisions reached as a result of hearing as set forth in Section 14.1, above.

At any time the City conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal), the employee will be entitled to have a union steward or other designated union representative present.

Section 14.3: In all cases, except very serious cases of discipline, the City shall follow the practice of applying a progressive discipline pattern.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1: Definitions

A grievance is defined as a dispute between an employee or the Union and the City involving the interpretation or application of the terms of this Agreement.

Section 15.2: Grievance Procedure

There shall be an earnest, honest effort to settle disputes and controversies promptly. If any dispute or controversy arises between an employee and the City and/or the Union and the City with respect to the interpretation or application of

this Agreement or the rights, obligations or liabilities of the parties herein, it shall be handled as follows:

The employee shall first discuss his/her complaint with his/her first line supervisor and attempt to resolve the dispute.

Step 1

In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing and signed by the employee and his/her steward, and filed with his/her immediate supervisor outside the bargaining unit within ten (10) work days after the employee has knowledge of, or should have knowledge of, the incident upon which the grievance is based. The immediate supervisor or his/her designee shall meet with the employee and his/her steward, and answer the grievance in writing to the employee and his/her steward within ten (10) work days after receipt of the grievance. If the grievance is not satisfactorily resolved or answered within the required ten (10) work days, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

Step 2

If the grievance is not settled at Step 1, the grievance, along with all correspondence and documentation, shall be referred in writing to the City Manager by the Union. The City Manager or his/her designee shall meet, if necessary, with the employee and his/her representative and answer the grievance in writing to the employee and his/her steward within ten (10) work days after referral of the grievance to the City Manager. The City and the Union may each have no more than four (4) representatives at a grievance meeting. Both the Union and the City have the right to call such witnesses as may be necessary to the investigation of the grievance. If the grievance is not settled, by the mutual consent of both union and city the grievance may be referred to mediation.

If the grievance is not settled at Step 2, the Union may refer the grievance to the arbitration procedure by giving the City written notice of its intent to arbitrate the grievance. If not referred by the Union to the arbitration procedure within ten (10) work days after receipt of the answer rendered in this step, the grievance shall be considered settled. A grievance not so appealed from the second step shall be considered resolved and the written determination of the City Manager shall be final and binding upon the aggrieved employee, the Union and the City.

Step 3 Arbitration Procedure

Within ten (10) work days after receipt of the written notice to file under the arbitration procedure, representatives of the City and the Union staff representative or his/her authorized representatives and not more than two (2) other representatives of the Union shall meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If no agreement is reached at this meeting, a joint letter requesting the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the Union and the City shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City and the Union, and the availability of the arbitrator.

All decisions of arbitrators and all grievance settlements between the City and the Union shall be final and binding on the City, the Union and the employees. Both the City and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incidental to the arbitration hearing. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter, or request a copy of any transcripts.

The arbitrator shall neither add to nor subtract nor modify the language of this Agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

It is understood that the time limits imposed in this Article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the grievance procedure is defined to mean "work day" unless otherwise specified.

ARTICLE 16 PERSONNEL FILES

Section 16.1: An employee may review his/her personnel files periodically and may at the option of the employee, select a third party to be present during such review. The employee shall be entitled to a copy of any material contained in the file. Anonymous letters or materials shall not be placed in an

employee's file nor shall they be made a matter of record.

Section 16.2: All actions of record including written reprimands, suspensions, or dismissals may be maintained in each employee's personnel file throughout the period of his/her employment with the exception that all disciplinary records may be reviewed after two (2) years and removed, but in any case, they will be removed after four (4) years upon the request of the employee, provided that no additional disciplinary action for a related nature has been taken against the employee within one year of the date of the original disciplinary action. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel files. In addition, all records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in any future disciplinary action or promotional considerations. Destruction of disciplinary records shall be in accordance with the City's retention policy.

ARTICLE 17 LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established which shall meet on a regular basis to discuss matters of mutual interest of the City and the employees covered by this Agreement. The labor-management committee shall consist of no more than four (4) members, half of which shall be appointed by the Union and half appointed by the City. Each party may invite additional persons, if their input is germane to the agenda. Meetings will be held no less than once every ninety (90) days. If needed, the City or the Union may request a meeting at any time. An agenda shall accompany the request for the meeting, and upon mutual agreement of both parties, the meeting shall be scheduled within ten (10) workdays after receipt of the request. The parties understand that grievances are not a proper subject for discussion in labor-management meetings. Generally the discussion will center on the following:

1. Discuss the administration of this agreement.
2. Notify the Union of changes which affect bargaining unit.
3. Disseminate general information of interest to all parties.
4. Discuss ways to improve the efficiency of workforce.
5. Consider and discuss safety matters.

ARTICLE 18 SMOKING POLICY

Smoking will only be permitted in designated smoking areas. The City reserves the right to determine and redetermine which areas will be designated as smoking areas. The City and its employees have a mutual responsibility to maintain a clean and comfortable designated smoking area.

ARTICLE 19 LAYOFF

Section 19.1: Whenever the City determines it is necessary to reduce the work force for lack of work or lack of funds, the employees in the classifications affected shall be laid off in the following order:

1. Temporary and seasonal employees
2. Probationary employees
3. Part-time employees
4. Full-time employees

Section 19.2: Employees within the affected job classifications or departments shall be laid off according to their City-wide seniority with the least senior being laid off first, providing that all student interns, probationary, temporary, seasonal, and part-time employees within the affected job classifications, or departments, are laid off first in the above respective order.

When the City determines that a layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) days in advance of the effective date of layoffs, and sixty (60) days in advance of the effective date of a job abolishment. Notification of layoff or abolishment should also contain reason or circumstances of same.

Section 19.3: In the event an employee is laid off, he/she shall receive payment for any earned but unused vacation as quickly as possible, but no later than fourteen (14) calendar days after layoff.

Section 19.4: Bumping

Laid off full-time regular employees may bump part-time employees.

Employee(s) who are laid off from one job classification may bump another employee with lesser seniority in an equal or lower rated job classification.

Employee(s) who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in an equal or lower rated job classification pursuant to the provisions of the section above.

In all cases where one employee is exercising his seniority to bump another employee, his/her right to bump is subject to the condition that he/she is qualified for the position and able to perform the functions and duties of the position into which he/she is attempting to bump at the time of the bump. At the end of the bumping process, the employee who is bumped and is unable or

who chooses not to bump another employee pursuant to the above provisions shall be laid off.

Section 19.5: Community Service Workers

Community service workers will not be used to perform any work ordinarily performed by a laid off employee.

ARTICLE 20 RECALL FROM LAYOFF

Section 20.1: Employees who are laid off shall be placed on a recall list for a period of three (3) years. During this period, the employee shall retain his/her seniority. However, seniority, sick leave, and vacation leave will not accrue during the layoff period. Any sick leave balance at time of layoff will be restored at time of recall unless employee was given compensation for such sick leave at time of lay off.

Section 20.2: If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this section shall be at the City's expense.

Section 20.3: Notice of recall shall be sent to the employee by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 20.4: The recalled employee shall be given seven (7) calendar days following the date of receipt of the recall notice to notify the City of his/her intention to return to work, and shall have fourteen (14) calendar days following the employee's notification of intent to return to work in which to report for duty, unless a different date for returning to work is mutually agreed upon between the recalled employee and the City.

ARTICLE 21 JOB BIDDING

Section 21.1: When a vacancy, opening, or new job occurs as determined by the City, in the classifications covered by this Agreement, the City shall post in all departments a notice of the vacancy, opening, or new job for seven (7) calendar days. During the seven (7) calendar days, employees may bid for the posted job. The job shall be awarded within a reasonable time thereafter but in no event more than fourteen (14) calendar days after the closing of the

bid. In awarding the job, performance, ability, and skill shall be the determining factors; the City will consider seniority when two (2) or more employees are equal. At any time during the probationary period, the City or the employee may decide the employee should return to his/her previous job classification. Job bidding shall not be limited to a higher rate job classification.

Section 21.2: If no member of the bargaining unit applies, or if the City determines that none of the applicants from the bargaining unit is qualified for the position, the City may fill the position by hiring a qualified new employee from outside the bargaining unit.

ARTICLE 22 NON-DISCRIMINATION

Section 22.1: Policy

There shall be no discrimination or intimidation by the City or Union against any employee as a result of or because of such employee's race, ancestry, color, creed, sex, national origin, age, handicap, membership in the Union, or non-membership in the Union.

The Union and the City shall share equally in the responsibility for applying this provision of the Agreement.

Section 22.2: Sexual Harassment

Sexual harassment is defined as "unwelcome sexual advances." Request for sexual favors and other verbal or physical conduct of a sexual nature; may constitute sexual harassment (in employment) when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by individuals is used as the basis for decisions affecting such individual;

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or defensive working environment; or,

4. Such conduct has the purpose or effect of either giving or receiving favors from any persons contacted in the line of duty.

The parties herein agree not to engage in sexual harassment, or any other type

of discrimination, as defined in this Article.

ARTICLE 23 COMPULSORY ATTENDANCE PAY

An employee required to serve on a jury during his/her regularly scheduled hours, or subpoenaed by any court, agency, or body having power to issue subpoenas in a matter in which the employee is not a party for an appearance during his/her regularly scheduled work hours, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate less pay received for jury or witness service. An employee who is on paid leave may credit back.

ARTICLE 24 UNION BUSINESS

Section 24.1: The Union may select two (2) steward who shall be permitted reasonable time to file, investigate, and process grievances or potential grievances during working hours without loss of pay.

Section 24.2: The local union president/chapter chairperson shall have the same privileges as a steward in any location so long as the steward is unavailable.

Section 24.3: The staff representatives shall be permitted access to work areas where employees are employed or working at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement.

Section 24.4: The City agrees to furnish to the Union all appointments of new employees and personnel changes of employees in the bargaining unit, along with their addresses, classification titles, and division and/or location. Such notification shall be sent in writing to the local union president/chapter chairperson and the Union regional office within five (5) days after the appointment or changes are made.

Section 24.5: The Union shall be furnished space on bulletin boards in prominent locations for use in posting notices or other Union business. Such bulletin boards shall include one at the City Building, one at the hut, one at the wastewater plant and one at the water plant. The Union will pay for the cost of the bulletin boards. There will be no adverse notices regarding the management or City.

Section 24.6: The chapter chairperson, or his/her designee, shall be permitted to be absent with pay for no more than a total of twelve (12) days (96 hours) during each twelve (12) month period of this Agreement to attend AFSCME meetings, training sessions, conferences, and to perform Union administrative duties, provided such time off does not leave the City short staffed.

Section 24.7: The chapter chairperson, vice-chapter chairperson, recording secretary, and steward shall be given super seniority only for the purpose of layoff or shift assignments in that the employee occupying these specified offices will have the highest seniority when layoffs or shift assignments are made.

ARTICLE 25 SAFETY

Section 25.1: The City agrees to comply with all applicable Occupational Safety Health Act rules. Employees failing to follow reasonable safety rules may be disciplined up to and including termination.

Section 25.2: Immunizations for infectious diseases may be made available by the City, at no cost to the employees.

Section 25.3: Any and all accidents will be reviewed by a three (3) member accident review committee, consisting of the City Manager or their designee, a deputy, a department head or heads, or the Fire Chief. The department head or heads shall not be a head of the department in which the involved employee is a part. The person involved in the investigation shall not be a part of this committee other than for the presentation of the facts.

ARTICLE 26 INSURANCE

Section 26.1: Health Insurance

1. The City shall provide a hospitalization and medical insurance plan which is substantially similar to the plan in effect on the execution of this Agreement.

The parties recognize that insurance plans, and provider networks, are volatile and subject to change during the term of this Agreement. The City, or the insurance carrier, shall notify employees of any plan or network changes which occur during the term of this Agreement.

Prior to the expiration of any plan term, and upon request of either party, the City and the Union will meet and discuss anticipated plan changes and the effect of such changes upon access to services and cost.

2. As of the effective date of this Agreement, the City has entered into a contract with a health insurance carrier for coverage of its employees, including those in the bargaining unit, which has been reviewed by the Insurance Study Committee and is hereby incorporated herein. Effective January 1, 2013, all bargaining employees shall pay five percent (5%) of the actual premium cost of their health insurance

(including any family coverage elected).

Thereafter, if the premium cost of the health insurance plan at the time of its annual renewal (or its reasonably available equivalent) increases less than ten percent (10%), bargaining unit employees shall not be responsible for payment for any additional share of their premium cost beyond the five percent (5%) set forth above. If the new premium cost of any health insurance renewal increases between ten percent (10%) and fifteen percent (15%), bargaining unit employees shall be responsible for payment of twenty percent (20%) of the amount of the increase (in addition to any previously imposed share of the cost imposed by this Article). If the new premium cost of any health insurance renewal increases more than fifteen percent (15%), bargaining unit employees shall be responsible for payment of twenty five percent (25%) of the amount of the increase (in addition to any previously imposed share of the cost imposed by this Article).

For purposes of this Article all employee contributions towards health insurance premiums described herein shall be made by payroll withholding, and the City will attempt to create Section 125 plan treatment for such contributions as may be allowed by law. For purposes of this Article the percentage increase (if any) of health insurance renewals shall be calculated by using the total premium cost to the City under its contract with the carrier divided by the total number of City employees covered under the plan.

3. The City will contribute into each covered employee's HSA (Health Savings Account) an amount equal to 60% of each employee's applicable deductible. Employees may contribute to their HSA up to the remaining maximum balance allowable by law by payroll deduction (to be accorded Section 125 treatment, as may be permitted by law). The City's contribution to HSA accounts will be performed monthly from the City's regular checking account. Total annual contribution amounts made by the City will be reflected in block 12 of the employee's W-2.

4. Employees may elect to opt out of health insurance coverage and, if they so elect, shall receive two hundred fifty dollars ($250.00) per calendar quarter, which shall be taxable to the employee in accordance with law.

Section 26.2: Dental Insurance

AFSCME CARE PLAN - Dental Care III. The City of New Carlisle agrees to pay $56.00 per month to the Ohio AFSCME Care Plan for each eligible employee who enrolls in such coverage and is covered by this Agreement.

If during the term of this Agreement, the AFSCME Care Plan Dental Care III shall be discontinued by the carrier or if there shall be any change in the terms or cost or the coverage, the parties shall forthwith re-open negotiations for the sole purpose of

determining successor coverage.

Section 26.3: Life Insurance

The City agrees to purchase for permanent full time employees term life insurance in the amount of $50,000.

Section 26.4: Disability Insurance

The City may provide at its expense a disability insurance policy intended to assist in covering lost earnings as a supplement to sick leave benefits and OPERS benefits.

Section 26.5: Insurance Study Committee

The City shall create an Insurance Study Committee containing representatives of bargaining unit employees, non-bargaining unit employees and management. The Union is entitled to appoint at least two (2) members to the committee.

The committee shall meet as necessary to monitor usage and developments concerning the health care plan. It shall examine, in consultation with any consultants employed by the City, possible modifications in available health care plans and their cost in an effort to contain the cost of health care plan coverage.

The committee may make recommendations to the City as to modifications of health care plans in order to contain costs.

ARTICLE 27 TRAINING

Section 27.1: Required Training

The City will pay the cost of obtaining all required state licenses and renewals and required CDL endorsements which are required by the City or any applicable State of Ohio agency.

The City will reimburse employees for relevant expenses incurred while attending job related classes, seminars, or meetings which employees are required to attend by the City or which employees request to attend and the City approves. Allowable expenses include mileage at the current IRS approved rate, meals, parking, overnight accommodations, and other relevant expenses in accordance with the City's travel policy.

Section 27.2: Cross Training

1. The Employer will institute a cross training program to help employees have a working knowledge of other division functions and how to troubleshoot and correct problems that may occur.

2. This training will make the work force more versatile and knowledgeable in all phases of work performed throughout the City of New Carlisle.

3. Employees will be trained within their division and cross trained in other divisions (i.e., street personnel learn waste water procedures). All training will be conducted and documented by the appropriate division head and entered into a training file kept in the Service Director's office and copy given to the Union.

4. There will be no pay differential during cross training prior to the completion of eighty (80) hours of training. Training programs in excess of eighty (80) hours shall be mutually agreed upon by the Union and the City of New Carlisle.

ARTICLE 28 SAVINGS CLAUSE

Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successors and all Civil Service statutes, rules and regulations pertaining to wages, hours, and terms and conditions of employment, and all City resolutions/ordinances, rules and regulations to the extent inconsistent with this Agreement. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within fourteen (14) days for the purpose of reopening negotiations on the unlawful provision involved. If particular sections of this Agreement refer to the Ohio Revised Code, that Code section and its successors will be in effect, subject to renegotiation of this Agreement.

ARTICLE 29 RESIDENCY

No residency requirement shall be required of any person working for the City of New Carlisle covered by this Agreement.

ARTICLE 30 WAGES

Section 30.1

Effective January 1, 2013, the City shall add $. 20 per hour to each employee's 2012 wage rate which is reflected in the following table.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Superintendent Waste Water Plant	24.53	25.10	25.69	26.29	26.92	27.56
Waste Water Plant Operator (with license)	19.16	19.57	19.99	20.44	20.89	21.36
Waste Water Plant Operator(without license)	17.19	17.56	17.93	18.32	18.72	19.12
Waste Water Plant Maintenance (with license)	18.59	19.00	19.42	19.84	20.28	20.73
Waste Water Plant Maintenance (without license)	17.19	17.56	17.93	18.32	18.72	19.12
Laboratory Technician (with license)	18.30	18.69	19.10	19.52	19.94	20.38
Laboratory Technician (without license)	17.19	17.56	17.93	18.32	18.72	19.12
Superintendent Water Plant	23.36	23.94	24.52	25.10	25.68	26.26
Water Plant Operator (with license)	17.70	18.08	18.44	18.83	19.19	19.64
Water Plant Operator (without license)	17.19	17.56	17.93	18.32	18.72	19.12
Public Works Superintendent	20.74	21.32	21.80	22.29	22.80	23.32
Street Maintenance, Lead	18.39	18.76	19.13	19.52	19.91	20.32
Mechanic	17.77	18.11	18.46	18.83	19.20	19.58
Street Maintenance II	15.50	15.78	16.07	16.36	16.67	17.03
Street Maintenance I	15.03	15.29	15.57	15.83	16.12	16.42
Secretary/Clerk/Assist. Tax Admin.	16.14	16.47	16.82	17.17	17.53	17.90
Utility Accounts Receivable Clerk	15.56	15.92	16.12	16.43	16.74	17.06
Account Clerk, Tax	15.56	15.92	16.12	16.43	16.74	17.06
Finance Clerk	15.56	15.92	16.12	16.43	16.74	17.06
Central Cashier	14.58	14.85	15.12	15.43	15.68	15.97

Section 30.2
Effective January 1, 2014, the City shall add $.25 per hour to each employee's 2013 wage rate which is reflected in the following table.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Superintendent Waste Water Plant	24.78	25.35	25.94	26.54	27.17	27.81
Waste Water Plant Operator (with license)	19.41	19.82	20.24	20.69	21.14	21.61
Waste Water Plant Operator(without license)	17.44	17.81	18.18	18.57	18.97	19.37
Waste Water Plant Maintenance (with license)	18.84	19.25	19.67	20.09	20.53	20.98
Waste Water Plant Maintenance (without license)	17.44	17.81	18.18	18.57	18.97	19.37
Laboratory Technician (with license)	18.55	18.94	19.35	19.77	20.19	20.63
Laboratory Technician (without license)	17.44	17.81	18.18	18.57	18.97	19.37
Superintendent Water Plant	23.61	24.19	24.77	25.35	25.93	26.51
Water Plant Operator (with license)	17.95	18.33	18.69	19.08	19.44	19.89
Water Plant Operator (without license)	17.44	17.81	18.18	18.57	18.97	19.37
Public Works Superintendent	20.99	21.57	22.05	22.54	23.05	23.57
Street Maintenance, Lead	18.64	19.01	19.38	19.77	20.16	20.57
Mechanic	18.02	18.36	18.71	19.08	19.45	19.83
Street Maintenance II	15.75	16.03	16.32	16.61	16.92	17.28
Street Maintenance I	15.28	15.54	15.82	16.08	16.37	16.67
Secretary/Clerk/Assist Tax Admin.	16.39	16.72	17.07	17.42	17.78	18.15
Utility Accounts Receivable Clerk	15.81	16.17	16.37	16.68	16.99	17.31
Account Clerk, Tax	15.81	16.17	16.37	16.68	16.99	17.31
Finance Clerk	15.81	16.17	16.37	16.68	16.99	17.31
Central Cashier	14.83	15.10	15.37	15.68	15.93	16.22

Section 30.3

Effective January 1, 2015, the City shall add $.25 per hour to each employee's 2014 wage rate which is reflected in the following table.

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Superintendent Waste Water Plant	25.03	25.60	26.19	26.79	27.42	28.06
Waste Water Plant Operator (with license)	19.66	20.07	20.49	20.94	21.39	21.86
Waste Water Plant Operator(without license)	17.69	18.06	18.43	18.82	19.22	19.62
Waste Water Plant Maintenance (with license)	19.09	19.50	19.92	20.34	20.78	21.23
Waste Water Plant Maintenance (without license)	17.69	18.06	18.43	18.82	19.22	19.62
Laboratory Technician (with license)	18.80	19.19	19.60	20.02	20.44	20.88
Laboratory Technician (without license)	17.69	18.06	18.43	18.82	19.22	19.62
Superintendent Water Plant	23.86	24.44	25.02	25.60	26.18	26.76
Water Plant Operator (with license)	18.20	18.58	18.94	19.33	19.69	20.14
Water Plant Operator (without license)	17.69	18.06	18.43	18.82	19.22	19.62
Public Works Superintendent	21.24	21.82	22.30	22.79	23.30	23.82
Street Maintenance, Lead	18.89	19.26	19.63	20.02	20.41	20.82
Mechanic	18.27	18.61	18.96	19.33	19.70	20.08
Street Maintenance II	16.00	16.28	16.57	16.86	17.17	17.53
Street Maintenance I	15.53	15.79	16.07	16.33	16.62	16.92
Secretary/Clerk/Assist. Tax Admin.	16.64	16.97	17.32	17.67	18.03	18.40
Utility Accounts Receivable Clerk	16.06	16.42	16.62	16.93	17.24	17.56
Account Clerk, Tax	16.06	16.42	16.62	16.93	17.24	17.56
Finance Clerk	16.06	16.42	16.62	16.93	17.24	17.56
Central Cashier	15.08	15.35	15.62	15.93	16.18	16.47

Section 30.4: Working-out-of-Class
An employee assigned to perform work outside of the employee's classification for three (3) or more consecutive work days, shall be paid at the lowest step of the next higher classification which includes the assigned duties effective on the first day. Such work must be explicitly assigned by the City on a full time basis, except in the case of an emergency.

Section 30.5: Progression

Employees who were in the bargaining unit as of May 16, 2002 shall be eligible to receive annual step increases within their respective classifications.

If such an employee moves to a higher classification, the employee will be placed in the lowest step of the higher classification which provides for an increase in pay. Upon completion of a two (2) month probationary period, the employee will be eligible for an initial step increase, and annual step increases thereafter.

Employees placed in the bargaining unit after May 16, 2002 shall be eligible to receive step increases on their employment anniversaries.

All step increases shall require performance evaluations which are satisfactory or better.

Section 30.6: Required Licenses

Employees hired after August 1, 2000 into positions in the Water Treatment Plant or the Wastewater Treatment Plant shall be required to obtain the applicable Class 1 license within two (2) years of their employment. Failure to obtain the required license may result in termination of employment.

Section 30.7: Plant Operator Positions If the City elects to fill a position as Water Plant Operator (with license) or Waste Water Plant Operator (with license), the City will consider applicants from within the bargaining unit even if such applicants do not then have the required license. If the City, in its discretion, hires an unlicensed applicant from within the bargaining unit, the successful applicant must make a good faith effort to obtain the required license within two (2) years.

Upon receiving the license, the employee will be advanced to the "with license" position on the pay table at the equivalent wage or next step increase to be the equivalent of not less than a $.25 increase.

Article 30.8

If, during the term of this Agreement, the base salary of any full time City Administrator is raised more than 3.6% from their base salary on the effective date of the Agreement, the City will simultaneously adjust the bargaining unit rates

herein by the percentage amount that administrator's raise exceeds 3.6%. Adjustments under this provision should not be pyramided should Administrators receive different raises.

ARTICLE 31 CLOTHING ALLOWANCE

Employees in the department of public service, except clerical and administrative employees in the Municipal Building, shall be furnished summer weight and winter weight uniforms and personal safety equipment to include: safety shoes (boots), foul weather gear, coveralls, prescription safety glasses, or other personal gear deemed necessary. All of the items furnished shall not exceed $500 per employee per calendar year. Newly hired employees initially shall be provided five (5) summer weight and five (5) winter weight uniforms, one (1) winter jacket with liner, one (1) pair of coveralls, and one (1) pair of safety boots (initial boot issue not to exceed $150.00). All aforementioned items must be approved by the City for color, type, and style. The items shall be maintained by the individual employee and worn in a neat and professional manner. Uniforms shall be furnished twice per year — the beginning of April for summer uniforms and the beginning of October for winter uniforms, unless the City and Union mutually agrees otherwise.

In classifications where there is excessive wear and tear or exposure to difficult cleaning situations, the City shall provide and maintain the employees' uniforms through a uniform rental company.

A clothing maintenance allowance of $100.00 per year shall be reimbursed to clerical employees not otherwise eligible for uniforms as set forth above.

Approved safety equipment as required will also be provided.

ARTICLE 32 NO STRIKES AND NO LOCKOUTS

Section 32.1: During the life of this Agreement, the Union will not cause, authorize, permit, participate in, or condone any strike, slowdown, sit down, work stoppage, or other employee meetings during working hours (except meetings called by the City), or other concerted interruption or interference with the business of the City, excluding informational picketing. Complete or partial reduction of operations or the complete discontinuance, either temporarily or permanently, of any operation by the City for economic reasons shall not be considered a lockout.

Section 32.2: Any violation of Section 32.1 hereof by an employee shall constitute cause for discharge of the employee who participates therein.

Section 32.3: In the event of any violations of Section 32.1 hereof, the Union will take whatever steps are necessary to terminate said strike, slowdown, sit down, work stoppage, or other concerted activities, which interrupt operations of the City in

violation of this Agreement.

ARTICLE 33 STANDBY

Section 33.1: The City shall assume the responsibility for receiving emergency calls and after-hours calls which might necessitate employees to be called in to work from an off-duty status. These after-hours calls shall be directed first to the designated City representative who will determine if an employee or employees should be called in from off-duty status.

Section 33.2: With agreement of the individual employee, electronic pagers may be required for certain employees who will be called only if those persons are needed for emergency work. Supervisory personnel may be called upon to assign after-hours calls or emergency calls to other personnel on a temporary, or "back up" basis, in the event that the designated City representative is unavailable. Said supervisory personnel shall be compensated for each call received on the pager in the amount of one (1) hour of over time or compensatory time.

Section 33.3: If the City needs to place a certain employee on standby for a specific purpose, and must be able to contact that employee for possible immediate call in duty, then that employee shall receive ten percent (10%) of his/her regular rate of pay for each hour on standby. If an employee on standby is called in to work, he/she shall be paid pursuant to Article 5, Section 5.5.

ARTICLE 34 SEVERE WEATHER

It is understood that, as the local governmental authority, the City may need to have employees present even when severe weather causes closing of some private businesses. Nevertheless, the City agrees to use its best efforts to reduce exposure to severe weather such as extreme heat or extreme cold. Furthermore, in the event of dangerous road conditions, the City will analyze which employees are essential and may, during such occasions, excuse other employees from attendance.

ARTICLE 35 CONTRACTING

While the City does have the right to determine that individual or multiple governmental or proprietary functions may be contracted out, the City agrees that in the event it decides to contract out one or more functions that may result in the loss of a bargaining position(s), it will notify the Union in writing and delay taking such action for ninety (90) days in order to give the Union an opportunity to propose methods by which City employees can be organized to produce the function(s) in question in a cost effective manner when compared with the cost of contracting out. The City agrees to consult broadly with the Union in developing and analyzing such Union proposals.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have signed by their authorized representatives this 31 day of DEC, 2012.

FOR CITY OF NEW CARLISLE:

Kimberly J. Jones
City Manager
City of New Carlisle

Miguel A. Pedraza, Jr.
Director of Law
City of New Carlisle

1-7-13
Date:

AFSCME, OHIO COUNCIL 8
LOCAL 101, D.P.S.U.IAFL-CIO:

P. Scott Thomasson
Staff Representative
AFSCME, Ohio Council 8

Brent Knipfer
Chapter Chairperson

Jessica Putterbaugh

Jason Rose

Greg Slattery

1-7-13
Date: