



# CITY COUNCIL REGULAR MEETING PACKET

January 3, 2022 @ 6:30pm  
Smith Park Shelter House

1. Call to Order: Mayor Mike Lowrey
2. Roll Call: Clerk of Council
3. Invocation: New Carlisle City Council Member
4. Pledge of Allegiance: All Welcome to Participate
5. Action on Minutes: **12/20/2021** Regular Session and Town Hall
6. Communications:
  - Swearing In of William Lindsey, newly elected Councilmember
  - Appointments of Mayor and Vice Mayor
  - Announcement of vacant council seats
7. City Manager's Report: Attached
8. Comments from Members of the Public: \*Comments limited to 5 minutes or less
9. Committee Reports: Charter Review (If applicable) and Parks & Recreation Board (If applicable)

**10. RESOLUTIONS:** (None)

**11. ORDINANCES:** (2 - Intro; 1 - Action\*)

**A. Ordinance 2021-54 (Public Hearing & Action Tonight)**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

**B. Ordinance 2022-01 (Introduction Tonight. Public Hearing & Action on 01/18/2022)**

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY'S AFSCME CHAPTER AND THE CITY OF NEW CARLISLE FOR A THREE-YEAR PERIOD

**C. Ordinance 2022-02 (Introduction Tonight. Public Hearing & Action on 01/18/2022)**

AN ORDINANCE AMENDING CHAPTER 238 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE DIVISION OF FIRE

**12. OTHER BUSINESS:**

- Additional City Business
  - Open Discussion for City Related Matters
  - City Offices Closed: Monday, January 17, 2022, for MLK Day

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

**RECORD OF PROCEEDING**

MINUTES: CITY OF NEW CARLISLE, OHIO REGULAR SESSION/ TOWN HALL MEETING @ Smith Park Shelter HELD: Monday, December 20, 2021 @ 6:30PM

- 1. **Call to Order:** Mayor Lowrey calls the meeting to order.
- 2. **Roll Call:** Berner calls the roll- 7 members present Lowrey, Grimm, Eggleston, Nowakowski, Cobb, Rodewald, Cook  
Staff present: Hutchinson, Harris, Trusty and Dep. Harris
- 3. **Invocation:** CM Cobb
- 4. **Pledge of Allegiance:** All Welcome to Participate
- 5. **Action on Minutes:**  
12/6/21- Regular meeting  
1st-Rodewald 2nd- Eggleston accepted with changes from Grimm: notes Baps Bar and Grill should be Babs Knevans Bar and Grill. Grimm gave thanks for the parking lines on Main St., not the parking lot (Both items corrected on 12/6/21 minutes). YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston  
NAY: 0 Accepted 7-0.
- 6. **Communications:**  
Council accepts the application of Terri Hoffman for Planning Board with 1st by Cook 2nd by Rodewald YES: 7 Cook, Lowrey, Grimm, Eggleston, Nowakowski, Cobb, Rodewald NAY: 0 Accepted 7-0

**APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP**

CITY OF NEW CARLISLE

Return application to the City Building, P.O. Box 419, 331 S. Church St.  
Please print or type

Name Terri S Hoffman

Board(s) or Committee(s) You Are Interested In Serving On:  
Planning Board

Daytime Phone: [REDACTED]

Evening Phone: [REDACTED]

Address 316 S. SCOTT ST

Date 7 DEC 2021

**Why do you wish to serve on this(these) board(s) or committee(s)?**  
You may answer below or on an attached sheet. Please put your name at the top of each additional sheet.

Enter text here ... RESIGNING FROM BZA, AS THEIR DUTIES HAVE BEEN TRANSFERRED TO CITY COUNCIL FOR LACK OF VOLUNTEERS. I STILL WOULD LIKE TO BE ACTIVE IN THE BETTERMENT OF OUR COMMUNITY AND HAVE SERVED ON THE PLANNING BOARD IN THE PAST

Town Hall Segment: Council and Admin. introduces themselves, giving a quick biography. Lowrey notes Mr. Bridge is doing well. Hutchinson reads a quick note from Mr. Bridge in that he states "much to celebrate" for 2021.

**7. City Manager's Report:**

- **Thank You**
  - For all the kind words and space given for myself to make a full recovery after my heart attack - New Carlisle, you are truly appreciated!
- **Discussion Topics**
  - Mayor's Court Update
  - Water Shut- Offs - New Procedures in 2022 - Will be voted on by Council
  - New Shelter House Coming!
  - CHIP Funds Approval!
  - Utility Clerk Position Offered
- **Upcoming Legislation for Council Approval**
  - Employees Generally Code Section Update - After Union Negotiations
  - Parks and Recreation Board By-Laws Amendments
  - Rules of City Council - Dispersed on January 3rd, voted on at the January 18th meeting

**A. DEPARTMENTAL REPORTS-**

**Police Report:**

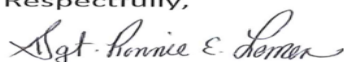
**Patrol Division:**

The New Carlisle Deputies were dispatched to 165 calls for service during the month of November.

Miles Patrolled: 5326  
 Calls Taken: 165  
 Reports: 30  
 Assists: 57  
 Criminal Arrest: 9  
 Felony Arrest: 2  
 Misdemeanor Arrest: 3  
 Warrants: 4

Traffic Stops: 105  
 Traffic Warnings: 69  
 Moving Citations: 36  
 Business checks: 289  
 Citizen Contacts: 172

Respectfully,



Sgt. Ronnie E. Lemen

CLARK COUNTY SHERIFF'S OFFICE				SGT. RONNIE LEMEN			
CITY OF NEW CARLISLE							
2021 YEAR END REPORT JANUARY-NOVEMBER							
NEW CARLISLE	CALLS	ASSISTS	REPORTS	TRAFFIC STOPS	CITATIONS	WARNINGS	ARRESTS
Dep. Moody-5 Months	143	62	35	96	33	63	36
Dep. Majercak	320	81	51	192	78	114	20
Dep. McDuffie	354	101	117	274	102	172	98
Dep. Garman	635	177	134	126	48	78	35
Dep. Harris-3 Months	121	34	30	116	44	72	5
Dep. Beistline-3 Months	44	4	6	12	2	7	1
Dep. Liming-6 Months	144	55	19	35	4	31	0
Dep. Forrest-3 Months	70	17	14	26	3	23	3
<b>TOTAL</b>	<b>1831</b>	<b>531</b>	<b>406</b>	<b>877</b>	<b>314</b>	<b>560</b>	<b>193</b>
1st Top Performer							
2nd Top Performer							
3rd Top Performer							

Deputy Harris notes: new patrol vehicle coming soon. 2022 2 cars will be parked at the City Building for deputies that do not live in the county. AEDs will be issued soon. Grimm comments: 105 traffic stops warnings vs citations notes "I like that, it shows we are not using the LE as a revenue generating stream" and states "you guys are doing well thank you".

**Fire/EMS Report:**

**2021 Year End Review**

**Incidents** (as of 12/17/2021, time of creating report)

Total Incidents- 1590 (Over a 10% increase from 2020)  
 Fires- 41  
 EMS- 1380 (EMS & Service Calls- Lift Assists)

Mutual Aid Given- 312  
 Mutual Aid Received- 213

Elizabeth Township Responses- 275

**Purchases**

New Staff Vehicle- Dodge Durango

Replaced all hydraulic rescue tools (Spreaders, cutters, ram) with new battery-operated Genesis rescue tools. Increased rescue capabilities by adding other related electric hand tools and Kodiak side stabilization kit. The previous hydraulic tools were past their service life and unable to meet the needs of working with the materials in modern cars.

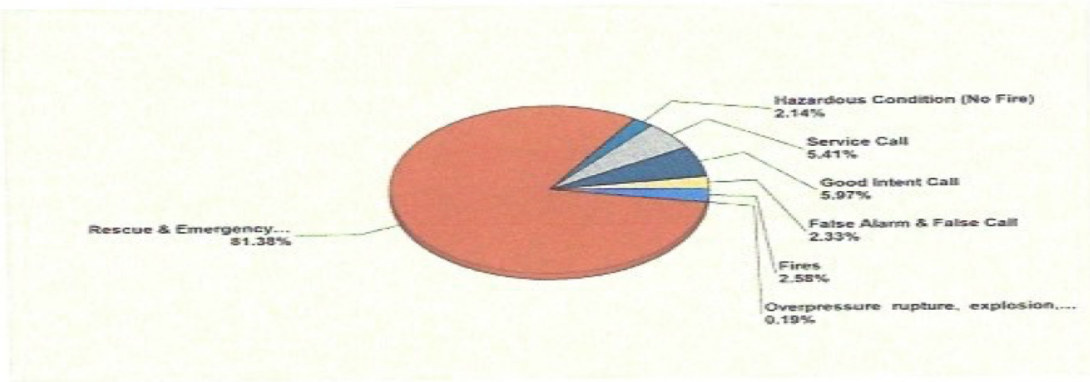
Purchased two battery powered fans to increase ventilation capabilities and replaced an aging electric fan. The fans and tools utilize the same type of battery to increase simplicity and interoperability. Both pieces of fire apparatus now have adequate means to ventilate buildings.

Manger Elk Lift purchased with portion paid by a donation from Mr. Lindsey. The lift allows crews to assist patients who have fallen, back to a seated or standing position. The manner in which the lift works is much safer for the patient and the crews assisting them.

The Fire Division was awarded a grant from the State of Ohio Fire Marshal's office to purchase and install a turnout gear washer. This was a \$10,000 project.

The Clark County Sheriff substation was razed. Prior to being razed, personnel were able to complete over 80 hours of firefighter practical skills training.

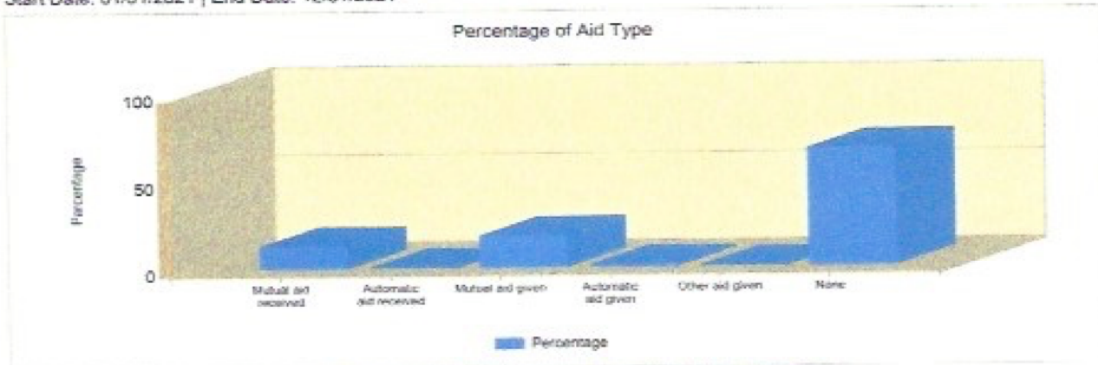
**New Carlisle Fire Division**  
 New Carlisle, OH  
 This report was generated on 12/17/2021 10:06:03 AM  
**Breakdown by Major Incident Types for Date Range**  
 Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	41	2.58%
Overpressure rupture, explosion, overheat - no fire	3	0.19%
Rescue & Emergency Medical Service	1294	81.38%
Hazardous Condition (No Fire)	34	2.14%
Service Call	86	5.41%
Good Intent Call	95	5.97%
False Alarm & False Call	37	2.33%
<b>TOTAL</b>	<b>1590</b>	<b>100%</b>

**Mutual Aid Responses- Provided and Received**

**New Carlisle Fire Division**  
 New Carlisle, OH  
 This report was generated on 12/17/2021 10:03:02 AM  
**Count of Aid Given and Received for Incidents for Date Range**  
 Start Date: 01/01/2021 | End Date: 12/31/2021



AID TYPE	TOTAL	% of TOTAL
Mutual aid received	206	13.0%
Automatic aid received	7	0.4%
Mutual aid given	293	18.4%
Automatic aid given	18	1.1%
Other aid given	1	0.1%
None	1065	67.0%

Trusty added a Level 2 combined teaching course with Bethel is almost complete. Will be adding a level 1 course. Still trying to hire. Grimm asks "how close to fully staffed are we?" Trusty notes there are no Full Time positions all are part time. They are running a 365 days 24/7 department with all part time employees. Grimm asks "we are covered?" along with a comment that is inaudible on the video playback by Grimm. Trusty notes "yes by that and with mutual aid".

**Finance Report:**

**COUNCIL FINANCIAL REPORT SUMMARY – NOVEMBER 2021**

<b>Estimated Revenue</b>	<b>\$ 5,981,374.00</b>
Amended Est. Resources	\$ 291,626.95
Amended Est. Resources	\$ -
Amended Est. Resources	\$ -
Amended Est. Resources	\$ -
<b>2021 REVISED TOTAL EST. REV.</b>	<b>\$ 6,273,000.95</b>

<b>2021 Original Budget</b>	<b>\$ 7,234,070.00</b>
1st Q. Supplemental	\$ 99,500.00
2nd. Q. Supplemental	\$ 116,302.00
3rd. Q. Supplemental	\$ 62,000.00
3rd. Q. Supplemental	\$ 360,326.95
<b>2021 REVISED TOTAL BUDGET</b>	<b>\$ 7,872,198.95</b>

Month	Revenue Received
January	\$ 559,521.31
February	\$ 726,803.87
March	\$ 626,142.05
April	\$ 1,148,742.02
May	\$ 703,465.61
June	\$ 573,117.31
July	\$ 946,061.99
August	\$ 1,177,436.65
September	\$ 573,216.23
October	\$ 733,948.72
November	\$ 532,359.67
December	\$ -
<b>Received To Date</b>	<b>\$ 8,300,815.43</b>

Month	Expenses Paid
January	\$ 480,300.85
February	\$ 806,065.74
March	\$ 601,299.92
April	\$ 687,819.97
May	\$ 508,884.61
June	\$ 668,967.63
July	\$ 624,080.95
August	\$ 470,993.37
September	\$ 682,531.10
October	\$ 591,559.27
November	\$ 716,140.37
December	\$ -
<b>Expenses to Date</b>	<b>\$ 6,838,643.78</b>

**Statement of Cash from Revenue and Expense**

From: 1/1/2021 to 11/30/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
Grand Total:		\$4,760,036.34	\$8,300,815.43	\$6,838,643.68	\$6,222,208.09	\$649,629.47	\$5,572,578.62

Harris notes for the Town Hall- 101 Building finished, hired/training for utility clerk position, records retention for 3-4 months. Has not been done since 2014. 260 boxes shredded in August and another 92 in October making around 8000 pounds shredded. Lowrey asks about the tax collections with CCA, would Harris contribute the higher funds to that? Harris notes GF was up 25% and tax report was up 12% so tax collection was half of that. Lowrey explains how CCA can cross reference and make sure City vs Federal taxes match.

Motion by Cook 2nd by Grimm to accept finance report: YES: 7 Eggleston, Nowakowski, Cobb, Rodewald, Cook, Lowrey Grimm NAY: 0 Accepted 7-0.

**Service Report:**

**Director of Public Service 2021 Town Hall Meeting Update**

**2021**

- \*Completed speaker installations for the downtown and pool area. Speakers were utilized for various functions such as music and covid announcements. Care Act Funds Cost \$18,000.
- \*Completed striping for downtown parking. We have only received positive feedback after the installation. Project cost was \$750.
- \*Completed Fenwick Dr. (between Scott St. and Kennison) reconstruction. This project included, new curb and gutter, approaches, and new storm drywells. Total project cost was \$287,546. CDBG share was \$258,791, leaving the city with a minimal cost of \$28,754.60
- \*Completed asphalt overlay project in conjunction with the Clark County roadway contract. Project included overlay of Deerfield, Sunset, Cambridge Ct., and S. Scott (between Madison and Linden). Total Cost \$111,353.30(Street Levy Fund)
- \* Madison St. School was abated and demolished utilizing a Community Development Block Grant (CDBG) to abate the asbestos and demo the school around late Spring. Cost \$171,496 with the City's share being \$2,136.
- \*Completed Adam's Street Water Tower demolition. Cost of demolition \$36,300
- \*Road de-icing salt – we used 100 tons for the year. We normally bid for 300 tons per year.

**2022**

- \*Perform more roadway resurfacing within the City of New Carlisle. Streets that we are considering are Falcon, Henry, Villa, Bell Oak and Orth.
- \*Multiple clarifier repairs at the Wastewater Treatment Facility



\*Continue to study ways to keep investing in our current infrastructure to save cost in the long run.

\*Apply and utilize grant funds where applicable.

\* Increasing our efforts to improve the appearance of the City.

**Public Service announcements**

\*Stop flushing “flushable wipes” down the toilet.

\*Place cooking oils and greases in proper containers for trash disposal instead of dumping down the drain.

**Update: REFUND for city cost of Madison St. demo. Cost = \$0.**

Comments about flushable wipes. Lowrey notes if a blockage near your house you can be fined.

**Planning and Zoning Report:**

*Derek Hutchinson  
Planning Director  
City of New Carlisle*



*Planning Department Update 12/20/2021*

**Planning Department – 2021 Highlights**

**ZONING**

- 104 Zoning Permits
- 1 Re-Zoning
- 2 Planning Board Reviews
- 2 Board of Zoning Appeals Reviews
- \$4,368.84 collected from Zoning Permits
- Prepared new ordinances to be reviewed by Planning Board in early 2022

**ECONOMIC DEVELOPMENT**

- 11 New Businesses
- 12 New Single-Family Dwellings
- 13 Residential Additions
- 3 Demolitions of blighted structures – Madison School / 210 N Pike / 311 N Church
- City launched new website
- Tool Lending Center
  - Added numerous new tools that included a gas-powered chipper, garden tiller, electric chain saw, power washer, carpet cleaner just to name a few.
  - Online catalog where residents can request tools and schedule a pick-up time
- Installed GIS software for City mapping
- Purchased 10 new picnic tables for Smith Park, that are not only used by our residents, but the summer library reading events (to be installed spring 2022)
- Purchased all new Downtown Christmas Tree ornaments and decorations for the City’s Downtown Building and City Office Building

**CODE COMPLIANCE**

- We went from two part-time Code Officers to one part-time Code Officer that works 30 hours, 5 days a week.
- 575 Violations issued
- 1098 Code Compliance related activities performed
- 62 City Abatements
- \$35,036.00 being assessed to properties resulting from abatements
- Prepared new ordinances that will be introduced to Council in early 2022
- 1 Nuisance Abatement Demolition

- **8 Condemnations issued**
- **Our Code Compliance Officer spent the past year identifying residential structures that were in the worst condition. Many were identified, but we concentrated on the top 5. We then condemned those properties. Most of these properties were vacant and/or abandoned for many years. One of the properties had been vacant for over 40 years. Of the 5 properties that were condemned, one has been demolished, two were sold and completely rehabbed, and the other two will be demolished early 2022.**
- **The following two properties that were among the condemnations this year resulted in two of the nicest properties in the neighborhood now. 317 Prentice & 226 Prentice**



PLANNING DEPARTMENT

Page 2 of 2

Lowrey thanks Hutchinson for making the city building downtown look great.

**B. INFORMATIONAL ITEMS From above discussed:** This section was accidentally skipped. Revisited after first public comment.

#### **8. Comments from Members of the Public:**

John Krabacher: 307 N Henry: Talks about the community garden. Gives a lengthy description of the Community Garden. Notes the garden is asking for a Conditional Use permit. Hutchinson notes that "there is not a conditional use for that conditional use". Hutchinson will share what is being proposed by both the garden and the City. Continued discussions, multiple council comments, suggestions of work session with a motion by Nowakowski to move forward with a work session that includes Council, Garden members, Bridge, Hutchinson and Kitko.

Lowrey notes he skipped the Informational section of the CM report and asks if we need to go back to it. Hutchinson notes it was not new information.

Lowrey asks about the 2nd for the motion to have a meeting. No one seconds at this time.

Pat Krabacher: 307 N. Henry- gives a brief bio on herself. Gives suggestions for the mics. Very difficult to hear several individuals on the mics, suggesting moving the podium so the camera can get both Council and the individual speaking. She moves into garden discussion and notes she is the researcher. Notes, the produce now has about 40% less nutrition. She has researched in depth how to farm naturally. They have taken courses in regenerative agriculture. Suggests watching "Kiss the Ground". Makes points on the importance of teaching citizens about natural farming and notes if there were a food crisis that the garden has plenty of area to grow food. Needs more time to discuss and have dialogue between garden members and the City.

Grimm notes "hard pressed to find anyone on the council that is against the garden" notes they also have to see the concerns of the citizens/residents and notes there were some complaints. Rodewald agreed and commented that the "scale" of the garden has gotten large and many residents see it as an "eyesore". Continued discussions from Council and audience members on looking

at both garden importance and resident complaints. Member of the audience asks if Nowakowski has a "conflict of interest". Cobb seconds Nowakowski's motion to meet. Lowrey suggests setting the meeting in the new year, and having the notes sent to Council. Nowakowski and Cobb both retract their motions and will hold off until January. Derek reminds everyone there is nothing in the Ordinance yet and still opportunities to come to an agreement.

Brandie Mullet- 522 Hamilton Ave. Asks "is there a need to keep the plot at the Madison property, and could having that there impact any possible development of that lot?" - If the property sells the garden would vacate.

Terry Fredrick- representing Master Gardener/OSU Extension Office, stated he read the draft of the ordinance and it sounds "very restrictive". Mr. Frederick is a coordinator of two gardens in Springfield, notes the markets can be done well. Gives more information on the garden and what it can become.

Hutchinson notes we have a Farmers Market, it sounds restrictive but the garden is also in a residential area. Notes the City and Garden members can come to an agreement, it may take time but it can be done. Some continued comments/discussions from the Council and audience.

Amy Hall- volunteer lives outside the City. States the garden is a place of "peace and harmony". Urges Council to visit the garden, notes the good things it has done for the community. Discussions on structures such as the hoop house. Ms Hall is trying to understand where the problem is with the garden. Multiple comments from the audience, Nowakowski notes- permit was returned and noted "wasn't needed". Hutchinson adds it was "denied". Continued inaudible comments from multiple people, Lowrey asks to move on from the subject.

Kathy Wright- 323 S. Scott St. "Merry Christmas"..... And adds what the City could have with this garden. She reminds everyone to look at the big picture, it is walking distance for more than half our community. Wright continues on with her vision of the garden, having a relationship with the schools, and ways the garden could grow and provide multiple positive opportunities for the City and it's residents.

Janelle Zimmerman- Prentice Dr. asks if there is a time people can get together to just talk about things like this. Lowrey suggests the coffee and donuts would be a good time.

**9. Committee Reports:None**

**10. RESOLUTIONS: None**

**11. ORDINANCES:**

**Ordinance 2021-48** AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01- *dies due to lack of motion.*

**Ordinance 2021-49** AN ORDINANCE CREATING FUNDS FOR UNCLAIMED FUNDS

1st Cook 2nd Eggleston ex: checks that do not make it to the individual, after 5 years will go back to GF. YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

**Ordinance 2021-50** AN ORDINANCE AMENDING CHAPTER 438 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE TO ADDRESS THE USE OF OCCUPANT RESTRAINING DEVICES

1st Cook 2nd Cobb exp: putting verbiage in City ordinances about restraints (seatbelts) YES: 7 Rodewald, Cook, Lowrey, Grimm, Eggleston, Nowakowski, Cobb NAY: 0 Accepted 7-0

**Ordinance 2021-51** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF CLARK COUNTY, OHIO FOR POLICE PROTECTION WITHIN THE CITY LIMITS OF NEW CARLISLE, OHIO



1st Cook 2nd Eggleston exp: contract for CCSO. Grimm motions to edit ordinance to remove Sheriff of Clark County, Ohio and change to Clark County Ohio Sheriff Department. No second. Nowakowski notes she is not seeing a difference. YES: 6 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Eggleston NAY: 1 Grimm Accepted 6-1

**Ordinance 2021-52** AN ORDINANCE SUPPLEMENTING CERTAIN APPROPRIATIONS CONTAINED IN NEW CARLISLE CITY ORDINANCE 2021-01

1st Cook 2nd Eggleston exp: previous ordinance that did not include the budget software, this now includes those funds. YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

**Ordinance 2021-53** AN ORDINANCE ESTABLISHING COMPENSATION FOR THE CITY MANAGER OF THE CITY OF NEW CARLISLE, OHIO

1st Nowakowski 2nd Eggleston exp: increase in salary for City Manager. YES: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

**Ordinance 2021-54 (Introduction Tonight. Public Hearing & Action on 01/03/2022)** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF'S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES

**12. OTHER BUSINESS:**

Additional City Business

1. Open Discussion for City Related Matters: Lowrey notes there will be 2 spots open. Mr. Lindsey will return to Council. Lowrey thanks Mr. Cobb and notes "you kept things exciting", he thanks Mr. Cook and Ms. Eggleston. Mr. Cook notes himself and Ms. Eggleston will serve on Council until replacements have been picked. Multiple candid comments and discussions from Council thanking one another for serving. Cobb thanks everyone and adds he might be back. Grimm thanks Ron, Bill and Peggy and adds "Merry Christmas". Eggleston asks about the CHIP Grant- Hutchinson states funds approved for a new shelter house along with approval of CHIP Grant with more information to come.

2. City Offices Closed: Friday, December 24th & Monday, December 27th to celebrate Christmas

**13. Executive Session: None**

**14. Adjournment:** 1st Grimm 2nd Eggleston @8:31pm Yes: 7 Nowakowski, Cobb, Rodewald, Cook, Lowrey, Grimm, Eggleston NAY: 0 Accepted 7-0

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Mayor Mike Lowrey

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Clerk of Council Emily Berner

I, \_\_\_\_\_, do solemnly swear [or affirm] that I shall support the Constitution of the United States, the Constitution and laws of the State of Ohio, and all local ordinances and the Charter of the City of New Carlisle. I will faithfully, honestly and impartially perform and discharge the duties of Member of Council for the City of New Carlisle, for the term ending \_\_\_\_\_, to which I have been elected.



# City Manager's Report

January 3, 2022

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## **A. DEPARTMENTAL REPORTS / YEAR END REPORTS**

- The Following Departmental Reports will be given at the next City Council meeting that will be held on Tuesday, January 18, 2022
  - Finance, Public Service, Planning & Zoning, Fire/EMS, and Police

## **B. INFORMATIONAL ITEMS**

- Discussion Topics
  - Mayor's Court Update
  - Rules of Council - Attached
  - Water Shut- Offs - New Procedures in 2022 - Will be voted on by Council
  - TCC Appointment
  - Work Session with the Charter Review Committee
    - Thursday, January 13, 2022 @ 5:30pm
    - Located at the Fire Station
    - Motion to Approve
  - COVID Discussion
  - Miscellaneous Items Discussion (If needed)
- Upcoming Legislation for Council Approval
  - Employees Generally Code Section Update - After Union Negotiations
  - Parks and Recreation Board By-Laws Amendments - *Introduced on 1/18/22*
  - Rules of City Council - Council action at the 1/18/22 meeting



## **RULES OF COUNCIL**

### **SECTION I: MEETINGS**

#### **A. Regular Meetings**

Regular Meetings shall be held every first and third Monday of each month at 7:00 P.M. When the date of a regular meeting is determined to create a conflict, or falls on a holiday observed by the City, Council may, by majority vote, change the date and/or hour and issue proper notices thereof.

#### **B. Special Meetings**

The Mayor, Vice-Mayor, City Manager or at least four (4) members of Council may call for a special meeting. If Council membership should fall to five (5) or less, a simple majority may call a special meeting. The special meeting may be called upon at least a twelve (12) hour written notification to all Council Members. This notice may be delivered to each Member personally or left at his or her place of residence and should generally state the subjects to be discussed at the meeting. Every effort shall also be made to contact the Member by telephone, e-mail, and in other ways. Written notice to any Member may be waived by that Member.

#### **C. Closed Sessions/Executive Sessions**

All meetings during which official business is conducted will be held in public. However, Council may convene in a closed or executive session to discuss those matters which are permitted by section 121.22(G) of the Ohio Revised Code. All Council Elect shall be included in all executive sessions after being certified by the board of election

### **SECTION II: NOTIFICATION OF MEETINGS**

Upon establishment of special meetings, the City Manager, Council Members, and the public shall be notified. Notification shall be made by posting a notice at the City Building, by contacting a newspaper of general circulation within the City, any requesting media organization, and others regularly notified of meetings.

### **SECTION III: AGENDA**

A. The Clerk of Council, in conjunction with the City Manager, the Law Director and the Council, shall prepare and distribute the meeting agenda, listing the items for discussion and the order of business for the meeting.

B. For an item to be included on the agenda, it must be submitted to the Clerk or the City Manager no later than three (3) working days preceding the meeting date.

C. A copy of all Ordinances or Resolutions must be made available to all Council Members, the Clerk, and any department head whose department may be involved in the legislation, a minimum of forty-eight (48) hours prior to the Council meeting at which the legislation is to be introduced.



- D. An item that does not appear on the agenda shall not be acted upon without suspension of the Rules of Council.
- E. No letter or communication to Council shall be considered or acted upon by Council unless the letter or communication has been signed by its sender.
- F. Subsections B, C, & D are not applicable regarding emergency legislation.

**SECTION IV: PRESIDING OFFICER AT MEETINGS**

- A. The Mayor, selected in the manner set forth by the City Charter (Section 4.04), shall assume the duties and responsibilities contained therein, and shall act as Presiding Officer over all Council Meetings.
- B. The Vice-Mayor, selected in the manner set forth by the City Charter (Section 4.05), shall assume the duties and responsibilities contained therein and perform the duties of Mayor in the Mayor’s absence, including that of Presiding Officer.
- C. In the case of absence of both the Mayor and Vice-Mayor at a Council meeting, the Council shall select a Temporary Presiding Officer by a majority vote of Members present.

- D. The Presiding Officer shall preserve decorum and decide all questions of order, subject to appeal to Council, by any one of its members. Should any Members transgress these rules of Council, the Presiding Officer shall, or any

Member may, call him or her to order, and in the latter instance, the Presiding Officer shall render a decision as to the point of order. The Presiding Officer shall be sustained unless overruled by a majority vote of Council Members present.

- E. Addressing the Presiding Officer  
 A Member of Council shall address the Presiding Officer when requesting permission to speak. The Presiding Officer shall then declare the person entitled to the floor. All discussion shall be confined to the question under debate. Members of the audience will also request permission to address Council from the Presiding Officer and should do so by raising their hand(s).

**SECTION V. THE CLERK OF COUNCIL**

Council shall select a Clerk and one or more Acting Clerks in accordance with the City Charter (Section 4.09).

**SECTION VI. MEETING PROCEDURE**

The order of business by the Council shall be:

- (1) Call to Order
- (2) Roll Call
- (3) Invocation
- (4) Pledge of Allegiance
- (5) Action on Minutes of previous meeting(s)
- (6) Communications
- (7) City Manager’s Report
- (8) Comments from Members of the Public

- (9) Committee Reports
- (10) Resolutions
- (11) Ordinances
- (12) Other Business
- (13) Executive Session

As a courtesy to the audience, the presiding officer should announce if any additional business is anticipated after executive session.

- (14) Return to regular session
- (15) Adjournment

## **SECTION VII: VOTING**

### A. Quorum

A majority of Council Members must be present at any meeting for official and valid business to be conducted, except as otherwise provided by the City Charter.

### B. Absences

If a Council Member is to be absent from a meeting and desires to be excused from that meeting, the Member shall communicate that information to the Mayor or the Vice Mayor as early as possible prior to that meeting and should specify the reason(s) for said absence. If unable to contact them, the Member shall contact any other Council Member or the City Manager.

Having received such request, the Mayor, or Vice Mayor, or other Council Member or City Manager shall present that information during the “other business” portion of the meeting from which the Member wishes to be excused.

### C. Voting Procedure

Voting on all proposed legislation and motions shall be oral and in open Council. The Clerk of Council shall call the roll, beginning with the member seated to the left of the member who seconded the motion. Members may signify approval with a “Yes” vote, disapproval with a “No” vote, or “Abstain” for reasons such as:

- (1) The Member feels his or her vote would constitute a conflict of interest.
- (2) The Member was not present at the previous meeting (re: minutes).

When a Council Member chooses to abstain, he or she shall state, “I abstain because,” indicating the reason for the abstention. No other comments shall be in order during the voting procedure. The Clerk of Council shall announce the result and the vote immediately after the roll call.

### D. Voting on Suspension of Rules

Suspensions of these Rules of Council shall require a two-thirds (2/3) vote of Council Members present.

### E. Dissent from Majority Opinion

Any Member of Council may dissent or protest a decision of the majority of Council, or any Ordinance, Resolution, or Motion, and may have that dissent entered into record. Such dissent may be oral or written and shall be presented at the next meeting following the action on such Ordinance, Resolution, or Motion.

F. Reconsideration

Any Member who voted with the prevailing side on the vote on a given action of Council may move a reconsideration of that action, provided that the motion be made not later than the next regular meeting after the action was taken.

A motion to reconsider shall be in order at any time except when a motion on some other subject is standing.

A motion to reconsider being laid on the table may be taken up and acted upon at any time when the Council is engaged in transaction of miscellaneous business.

No motion to reconsider shall be made more than once on any matter or subject, and the same number of votes shall be required to reconsider the action of the Council as are required to pass or adopt the same.

No Motion, Resolution, or Ordinance, having been voted upon, shall be reintroduced within ninety (90) days, except with majority concurrence of Council.

**SECTION VIII: SPEAKING REGULATIONS**

- A. Each Council Member and person addressing Council during the legislative agenda shall make every effort to confine his or her discussion to the question under debate. Members of Council and members of the audience shall be limited to five (5) minutes and shall not speak more than once on any subject.
- B. Comments from persons in the audience should be addressed to the Presiding Officer, not to proponents or opponents of any issue, not to city staff, and not to other members of the audience.
- C. A public meeting or a public hearing is an opportunity for Council to receive input from citizens of the community. It is not the place for a debate between persons in the audience and other citizens, persons in the audience and city staff, or persons in the audience and members of Council. Debating tactics such as demanding answers to questions are frowned upon and may be prohibited.  
  
Since the meetings are for input, not an instant dialogue or debate, questions to which Council chooses to respond may well be answered at a subsequent meeting or as decided by the presiding officer.
- D. The Council reserves the right to put an end to that portion of any meeting or hearing in which comments from the audience are allowed, in order to leave adequate time for Council to proceed with its other business.
- E. When citizens raise questions or complaints which can be dealt with best by staff or do not require immediate action, arrangements may be made for discussion outside of the meeting. Citizens may, of course, return to a later meeting of the Council to speak to the subject if they are not satisfied with the response they receive.
- F. During the public comment part of the agenda, members of the audience may speak on subjects of their choice, addressing comments and questions to the Presiding Officer after being granted the floor, and shall be limited to five minutes.

G. Language used shall be appropriate for a public meeting.

## **SECTION IX: LEGISLATION**

### **A. Drafting**

The Director of Law shall, on motion of Council, prepare legislation, in writing and over the Director's signature, in which the City is concerned.

### **B. Ordinances and Resolutions**

Ordinances and Resolutions that are proposed by any Member of Council will contain the signature of the Member of Council introducing the legislation. Resolutions shall require one reading by title only. Ordinances shall require two (2) readings by title only. Upon the request and approval by a majority of Council, legislation may be read in its entirety.

### **C. Motions of Council**

Motions shall be used only to expedite the orderly transaction of business of Council and shall not be substituted for Resolutions or Ordinances. The form of all Motions shall be, "I move that...", followed by the substance of the motion. A second shall be required for any motion except as specifically provided for in a rule, but upon demand of any Member, any motion shall be reduced to writing by the Clerk of Council. Any such motion may be withdrawn by the maker with the consent of the second before it has been amended or voted upon. When a motion is made, it shall be stated by the Presiding Officer before any debate is in order. All motions which have been entertained by the Presiding Officer shall be entered upon the minutes.

### **D. Precedence of Motions.** When a question is before Council, no motion shall be entertained except the following:

- (1) To adjourn
- (2) To fix the hours of adjournment
- (3) To request that discussion on the previous question end and that the motion being considered be voted on
- (4) To lay on the table
- (5) To postpone definitely
- (6) To postpone indefinitely
- (7) To refer to a committee
- (8) To amend.

These motions shall have precedence in the order indicated. The motion to adjourn and the motion to previous question shall be put to a vote without debate. The motion to fix the hour of adjournment shall be debatable only as to the time of such adjournment. All other motions shall be debatable.

A motion to adjourn shall be in order at any time with a second.

A motion for the previous question shall require a majority vote of Council Members present. It shall be considered only once; may be renewed after intervening business; shall take precedence over all debatable questions. When the previous question is moved and seconded by one other Member of Council, it shall be stated by the Presiding Officer: "Shall the main question be now put?"



There shall be no further amendment or debate but pending amendments shall be put in their order before their main question. If the question, "Shall the main question be now put?" is decided in the negative, the main question remains debatable before Council.

A motion to lay on the table (to table) shall dispose finally of all legislation against which it is invoked, but a motion to lay on the table a pending amendment to an Ordinance or Resolution shall not carry the Ordinance or Resolution with it. The motion to lay on the table shall require a majority vote of Council Members present.

A motion to postpone to a certain date shall require a majority vote of Council Members present; shall be subject to reconsideration; may be renewed after intervening business; shall be debatable as to the propriety of the postponement, but not upon the merits of the legislation; and may be amended by changing the date. Upon the arrival of the date to which postponed, the legislation shall be considered in the regular order of business.

A motion to postpone indefinitely shall have the same effect as the motion to lay on the table and shall require a majority vote of all Council Members present. A motion to postpone indefinitely shall not be reconsidered, shall be debatable, shall open the legislation to debate, may be renewed after intervening, may not be amended, or laid on the table, and shall be subject to the previous question.

A motion to amend shall be susceptible to but one amendment. An amendment, once rejected, may not be moved again in the same form. Any Member of Council may call for a division of the question, or the Presiding Officer may direct the same, and the same in either case shall be divided if it comprehends questions so distinct that, one being taken away, the other will stand as an entire question for decision.

Questions of privilege shall be: First, those affecting the rights of the Council collectively, and the safety, dignity, and integrity of its proceedings; second, the rights, reputation, and conduct of the Members of Council individually in their capacity as Council Members. A question of privilege shall have precedence over all questions except a motion to adjourn.

## **SECTION X: COMMITTEES**

Council, shall have the authority to appoint committees, or to establish a Committee of the Whole (Council), for any purpose the Council deems necessary. Such committees shall exist only until their work is completed.

## **SECTION XI: CITY CHARTER OF NEW CARLISLE**

- A. These rules acknowledge the existence of the City Charter of New Carlisle, Ohio.
- B. In cases of conflict between these Rules and the Charter, the City Charter shall prevail.

## **SECTION XII: ROBERT'S RULES OF ORDER**

In the absence of any Council rule or Charter provision upon the matter of business, Council shall be governed by Robert's Rules of Order.

### **SECTION XIII: ADOPTION OF RULES**

These Rules of Council shall be effective upon adoption of a Resolution passed by a two-thirds (2/3) (five) vote of Council. They shall be reviewed and adopted by Council in January after Council elections.

### **SECTION XIV: AMENDMENT TO RULES**

These Rules may be amended by a resolution approved by a two-thirds (2/3) vote (five) of the Council.

#### **Revision History**

Revised 01/20/04

Reviewed 01/04/10

Reviewed 01/17/12

Revised 01/06/14

Revised 3/8/18 via Res 18-03R

Revised 5/21/18 via Res 18-08R

Revised 1/22/19 via Res 19-03R

Revised 4/6/2020 via Res 2020-06R (COVID Procedures - No Longer in Effect)

Revised 2/1/2020 via Res 2021-02R (COVID Procedures - No Longer in Effect)



**ORDINANCE 2021-54**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CLARK COUNTY SHERIFF’S OFFICE FOR FIRE AND EMS DISPATCHING SERVICES**

**WHEREAS**, the City of New Carlisle and the Clark County Sheriff’s Office have been working together since 2018 regarding dispatching services for the City of New Carlisle; and

**WHEREAS**, the Clark County Sheriff’s Office has performed improved dispatching services for the citizens of New Carlisle; and

**WHEREAS**, it would be advantageous for the citizens of the City of New Carlisle for the City to enter into a new contract with the Clark County Sheriff’s Office for dispatching services, a copy of which is attached; and

**WHEREAS**, the cost of the dispatching services has increased from last year in the amount of \$3,828.00, with a 2022 total cost of \$30,822.00; and

**WHEREAS**, the increase is due to higher call volume/run number totals; and

**WHEREAS**, the City will make a payment of \$15,411.00 on February 1, 2022 and on August 1, 2022; and

**WHEREAS**, the rate for the City, which has not changed, will be \$22.00 per call; and

**WHEREAS**, the cost of dispatching services is based on the call volume/run number totals between November 1, 2020 and October 31, 2021, which totaled 1,401 calls.

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS** that the City Manager be, and hereby is, authorized and empowered to enter into the attached contract for the continuation of dispatching services for the citizens of New Carlisle, Ohio.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mike Lowrey, Mayor

\_\_\_\_\_  
Emily Berner, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

1st \_\_\_\_\_

2ed: \_\_\_\_\_

Cobb	Y	N
Eggleston	Y	N
Vice Mayor Cook	Y	N
Mayor Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Eggleston-Nowakowski	Y	N

Totals: \_\_\_\_\_

Pass      Fail

Intro: 12/20/21  
Action: 01/03/2022  
Effective: 01/18/2022



# Clark County Sheriff's Office



City of New Carlisle 2022 Dispatching Agreement

## CITY OF NEW CARLISLE 2022 DISPATCHING AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Sheriff of Clark County, Ohio, hereinafter referred to as "Sheriff," and the City of New Carlisle, Clark County, Ohio, hereinafter referred to as "City," and the Board of Commissioners of Clark County, Ohio, hereinafter referred to as "County."

### WITNESSETH

WHEREAS, the City is desirous of acquiring fire suppression and emergency medical services dispatching for the residents of **City of New Carlisle**, Clark County, Ohio; and

WHEREAS, the parties wish to enter into this agreement as part of the allocation of costs for the county public safety answering point and final 9-1-1 plan.

NOW THEREFORE, the Sheriff agrees to provide twenty-four (24) hour per day dispatching services to the City's Fire Department(s). Dispatching shall be limited to the Fire Chiefs or their designee and equipment responding for the Fire Department(s). The Sheriff also agrees to assist in the communication between the City and other units, which may be available to provide mutual aid.

The City agrees to the following:

1. The Sheriff shall not be responsible for any administrative or operating decisions, as it relates to the responding City Fire and/or Emergency Medical Services.
2. The Sheriff's responsibility shall be limited to relaying the request for services to the appropriate Fire and/or Emergency Medical Services via the FCC assigned radio frequency and activating the "tone" at the appropriate firehouse.
3. It is agreed that additional communication may be needed to ensure safety and fire suppression.
4. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this agreement shall impute or transfer any such responsibility from one to the other.
5. Pursuant to Ohio law,

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no employee, agent, subcontractor, or representative of the contracting parties, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;





# Clark County Sheriff's Office



## City of New Carlisle 2022 Dispatching Agreement

(2) That no employee, agent, subcontractor, or representative of the contracting parties, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

In consideration of the foregoing services to be provided by the Sheriff to the City, the City agrees to pay to the County the sum of: **\$30,822.00 for the period of January 1, 2022 through December 31, 2022 for costs incurred by the Sheriff for such services.**

Payment pursuant to this agreement shall be made to the Clark County Treasurer and credited to the 911 Dispatching Fund. All monies credited to such account and not obligated at the termination of this agreement shall be credited to the County General Fund.

Payment shall be made bi-annually and shall be due, as described:

- **\$ 15,411.00**                      **Due Feb 1<sup>st</sup>, 2022**
- **\$ 15,411.00**                      **Due Aug 1<sup>st</sup>, 2022**

The Sheriff or City may terminate this agreement prior to the above date by supplying to the other party a sixty (60) day written notice of termination. **The above costs were determined based on the previous year's (November 1 – October 31) call volume / run number totals. (1401 run numbers: (1401 x \$22.00 = \$30,822.00)).**

*[remainder of page left blank intentionally]*



# Clark County Sheriff's Office



City of New Carlisle 2022 Dispatching Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## BOARD OF CLARK COUNTY COMMISSIONERS

\_\_\_\_\_  
Jennifer Hutchinson, County Administrator

RESOLUTION NO. \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## THE CITY OF NEW CARLISLE, OHIO

\_\_\_\_\_  
Randy Bridge, City Manager

\_\_\_\_\_  
Law Director, City of New Carlisle

## THE SHERIFF OF CLARK COUNTY, OHIO

\_\_\_\_\_  
Clark County Sheriff Deborah K. Burchett

CLARK COUNTY PROSECUTOR \_\_\_\_\_  
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

By: \_\_\_\_\_

## **ORDINANCE 2022-01**

### AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY'S AFSCME CHAPTER AND THE CITY OF NEW CARLISLE FOR A THREE-YEAR PERIOD

**WHEREAS**, certain employees of the City of New Carlisle are represented by Ohio Council 8 and Local 101, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"); and

**WHEREAS**, negotiations have taken place between the City and the Union concerning the attached collective bargaining agreement which would be in effect for three years beginning February 1, 2022 and ending January 31, 2025, unless extended pursuant to the agreement; and

**WHEREAS**, an overview of the changes from the prior collective bargaining agreement are as follows:

#### Section 1.2 - Duration of Agreement

Current: 01/01/19 - 12/31/21

Proposed: 02/01/22 - 01/31/25

#### Section 5.6 - Compensatory Time

Current: Cash out compensatory time in May and December

Proposed: Cash out compensatory time in May and November

#### Section 6.1 - Vacations

Current: Vacation is provided to the employee after one year of continuous employment with the City. After one year of continued service, full-time employees shall accrue vacation per pay period at the rates listed below.

Proposed: Add "Vacation is provided to the employee after one year of continuous employment with the city. After one year of continued service, full-time employees shall accrue vacation per pay period at the rates listed below. The accrual period begins on the first day of each yearly anniversary. Upon completion of year one (1), the City shall add eighty (80) hours to the employee's vacation balance."

#### Section 8.1 - Sick Time

Current: "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."

Proposed: Add "All full-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. Part-time employees will accrue paid sick leave at a rate of 0.05775 per hours worked."

Section 10.1- Funeral/Bereavement Leave

Current: No leave for the death of an aunt or uncle

Proposed: Add "Upon the death of an employee's aunt or uncle, the employee shall be granted one (1) day of funeral leave with pay."

Section 11.1 - Holidays

Current: Juneteenth, a Federal Holiday, is not listed as a holiday

Proposed: Add Juneteenth as an observed City Holiday

Section 26.1 - Insurance

(3) Current (Per Ordinance 2020-01): The City's contribution into the HSA accounts will be from the City's regular checking account and made in January of each calendar year as a lump sum while the employee's contribution shall be made by the City monthly also from the City's regular checking account. The total annual contribution amounts made by the City will be reflected in block 12 of the employee's W-2.

Proposed: Add "The City will contribute into each covered employee's HSA (Health Savings Account) an amount equal to 55% of each employee's applicable deductible that shall be prorated from the date of hire. Employees may contribute to their HSA up to the remaining maximum balance allowable by law by payroll deduction (to be afforded Section 125 treatment, as may be permitted by law). The City's contribution to HSA accounts will be performed quarterly from the City's regular payroll account. Total annual contribution amounts made by the city will be reflected in block 12 of the employee's W-2."

(4) Current: "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."

Proposed: Add "Employees may elect to opt out of health insurance coverage and, if they so elect, shall receive one thousand five hundred dollars (\$1,500.00) per calendar quarter, which may be taxable to the employee in accordance with law."

Section 30.1 - Wages for the period of 02/01/22 - 01/31/23

Proposed: Add \$1.00 to previous year wage scale

Section 30.2 - Wages for the period of 02/01/23 - 01/31/24

Proposed: Add \$.75 to the previous period wage scale

Section 30.3 - Wages for the period between 02/01/24 - 01/31/25

Proposed: Add \$.50 to the previous period wage scale

Section 30.6 - Required License

Current: "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 three (3) years of their employment. Failure to obtain the required license shall result in termination of employment."

Proposed: Add " 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 three (3) years of their employment. Employees of the Wastewater Treatment Plant hired after February 1, 2022, shall be required to obtain the applicable Class 2 license within 5 years of their employment and the applicable Class 3 license within 8 years of their employment. Failure to obtain the required license shall result in termination of employment."

Article 31 - Clothing Allowance

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

Proposed: Add "A clothing maintenance allowance of \$100.00 per year shall be reimbursed to clerical employees not otherwise eligible for uniforms as set forth above. In addition, the City shall purchase up to \$100, yearly, of employer issued work attire that has the City logo affixed to the garment."

Signatures

Changed City Law Director from Lynnette Dinkler to Jake Jeffries

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS** as follows:

SECTION 1. The collective bargaining agreement, attached, is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the agreement on behalf of the City of New Carlisle.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mike Lowrey, Mayor

\_\_\_\_\_  
Emily Berner, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacob M. Jeffries, DIRECTOR OF LAW

Lindsey	Y	N
Eggleston	Y	N
Cook	Y	N
Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Nowakowski	Y	N

1st	_____
2cd:	_____
Totals:	
	Pass      Fail

Intro: 01/03/22  
Action: 01/18/22  
Effective: 02/02/22

**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 FEBRUARY 1, 2022, THROUGH JANUARY 31, 2025**



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## 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 February 1, 2022, and shall remain in effect through January 31, 2025, 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: 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 any time 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 2.4: Deductions:**

The City will deduct from the wages the regular monthly Union dues of members. 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 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. The name of each Union member whose name has been dropped from the prior check off list and the reason for the omission.

**Section 2.5: 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 for the first 180 calendar days. 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 90 calendar days.
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, Monday through Friday. The appropriate department/division head shall establish the assignment of work schedules and hours of work.

### **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 City Administration Building employees shall receive a one (1) hour unpaid lunch period to occur within their established eight (8) hour work day. Employees that work in the Wastewater, Water, or Public Works Departments, shall receive a thirty (30) minute unpaid lunch period to occur within their established eight (8) hour work day. Work hours may be flexible providing this is a mutual agreement of both parties. If the employee's regularly scheduled hours are to be changed on a regular basis, the employee shall be provided fourteen (14) days' notice before the schedule change takes effect.

**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<sup>1/2</sup>) 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<sup>1/2</sup>) 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 November. 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: Vacations**

Vacation is provided to the employee after one year of continuous employment with the City. After one year of continued service, full-time employees shall accrue vacation per pay period at the rates listed below. The accrual period begins on the first day of each yearly anniversary. Upon completion of year one (1), the City shall add eighty (80) hours to the employee's vacation balance.

Years of Service	Hours/Weeks	Hours Per Pay Period
Less than 1	N/A	N/A
1,2,3,4	80 Hours / 2 Weeks	3.077 Hours
5,6,7,8,9	120 Hours / 3 Weeks	4.616 Hours
10+	160 Hours / 4 Weeks	6.154 Hours

**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 (½) hour minimum.

## ARTICLE 8 - SICK LEAVE

**Section 8.1:** All full-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. Part-time employees will accrue paid sick leave at a rate of 0.05775 per hours worked.

**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:** 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 8.5:** 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 8.6:** 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.

**Section 8.7:** A catastrophic sick leave donation program is established to assist employees in need of replacement sick leave due to an accident or long-term illness, which is not job related, or an illness of a family member. This program neither supersedes nor replaces other disability programs. The catastrophic sick leave program can only be utilized only if all of the following conditions are met:

- A. The City Manager shall determine and confirm that the injury or long-term illness is indeed catastrophic;
- B. All sick leave donations must be voluntary;
- C. The donating employee shall have a minimum of 250 hours of accumulated sick leave before the donating employee would be allowed to donate;
- D. Unused donated time shall be returned, equally to the donors on a pro-rata basis.

**Section 8.8:** Immediate family, as used herein, is defined as it is under the Family Medical Leave Act: the employee's spouse, child, or parent – but not parent "in-law".

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## 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 45<sup>th</sup> 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, niece, nephew, 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 an employee's aunt or uncle, the employee shall be granted one (1) day of 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.

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## ARTICLE 11 - HOLIDAYS

**Section 11.1:** All employees except temporary or seasonal employees will be granted the following fourteen (14) holidays per year with full pay:

<b>City of New Carlisle Observed Holidays</b>				
<b>Holiday</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Year's Day	Friday, December 31, 2021	Monday, January 2nd	Monday, January 1st	Wednesday, January 1st
Martin Luther King Day	Monday, January 17th	Monday, January 16th	Monday, January 15th	Monday, January 20th
President's Day	Monday, February 21st	Monday, February 20th	Monday, February 19th	Holiday Not Covered Under this Agreement Term
Good Friday	Friday, April 15th	Friday, April 17th	Friday, March 29th	
Memorial Day	Monday, May 30th	Monday, May 29th	Monday, May 27th	
Juneteenth	Monday, June 20th	Monday, June 19th	Wednesday, June 19th	
Fourth of July	Monday, July 4th	Tuesday, July 4th	Thursday, July 4th	
Labor Day	Monday, September 5th	Monday, September 4th	Monday, September 2nd	
Columbus Day	Monday, October 10th	Monday, October 9th	Monday, October 14th	
Veteran's Day	Friday, November 11th	Friday, November 10th	Monday, November 11th	
Thanksgiving Day	Thursday, November 24th	Thursday, November 23th	Thursday, November 28th	
Thanksgiving (Day After)	Friday, November 25th	Friday, November 24th	Friday, November 29th	
Christmas Eve	Friday, December 23rd	Friday, December 22nd	Tuesday, December 24th	
Christmas Day	Monday, December 26th	Monday, December 25th	Wednesday, December 25th	

- 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

Employees are eligible for maternity and paternity leave as provided for under the Family Medical Leave Act.

## 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, email, 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: Progressive Discipline**

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.

## **Section 15.3: Voluntary Mediation**

The parties agree that it is in the best interest of the employees and the City to resolve grievances at the lowest possible step. Where there is mutual agreement to seek informal resolution and external assistance is desired, the parties agree to seek assistance from State Employees Relation board (SERB) or Federal Mediation and Conciliation Services (FMCS). The parties agree they must agree to the selection of the mediator, and the timing of the mediation. They further agree if the mediation is not free, the parties shall evenly split the cost of the mediation. The parties further agree, of the City's employees, that the Chapter Chair or Union Stewart, in addition to the person filing the grievance, will be the designated participants on the Union's side to the mediation.

## 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

The City adheres to Chapter 3794 of the Ohio Revised Code, Smoking Ban. All smoking regulations shall follow applicable Ohio law.

## 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.

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## 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, color, religion, creed, national origin, sex, age, disability, religious beliefs, gender, ancestry, familial status, marital status, economic status, political affiliation, sexual orientation, sexual preference, gender identity/expression, pregnancy, military status, 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.

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## ARTICLE 24 - UNION BUSINESS

- Section 24.1:** The Union may select two (2) stewards 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 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. Further, the City and/or the employee may request that the employee appear before the committee to be heard. Such appearance does not relieve the employee from the employee's obligation to complete a detailed accident report. Because some people communicate better verbally than in writing, if new details are learned from the employee's appearance before the committee, the employee shall immediately document the additional details in a supplemental accident report.

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## 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. At all times, all applicable laws of the Affordable Care Act will be in full force and may require changes to the policy in effect at the time.

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, including any deficit recovery assessments or other assessments, 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 up to 55% of each employee's applicable deductible that shall be pro-rated from the date of hire. Employees may contribute to their HSA up to the remaining maximum balance allowable by law by payroll deduction (to be afforded Section 125 treatment, as may be permitted by law). The City's contribution to HSA accounts will be performed quarterly from the City's regular payroll 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 one thousand five hundred dollars (\$1,500.00) per calendar quarter, which may 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.

**Section 26.6: Hearing Aid Insurance**

AFSCME Care Plan – Hearing Aid. The City of New Carlisle agrees to contribute fifty cents (.50) per month, per employee, to the Ohio AFSCME Care Plan.

**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 for each classification per calendar year 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.

**Section 27.3: Employee Requested Training**

If the City allows an employee to obtain a required license for another department, the City must allow that employee to cross train or work in that related department to obtain the required contact hours given that no conflict with the operations of departmental work staffing levels are created. It is agreed that training under this provision does not trigger higher classification pay.

**Section 27.4 Tuition Reimbursement**

1. Any full-time employee shall be eligible to receive reimbursement by the City for tuition, books, and course materials for job related courses. All courses must be approved, in writing, in advance, by the City Manager. Reimbursement for approved courses shall be at the following rate:
  - For a grade of "A" - 100%
  - For a grade of "B" - 90%
  - For a grade of "C" - 80%
2. No reimbursement shall be made for employees obtaining a grade less than a "C".
3. To receive reimbursement, the employee shall submit written proof of course taken, costs, and final grade before the end of the year in which the course is taken.
4. A tuition reimbursement account will be established in the City budget yearly. All employees who are eligible to receive reimbursement will be reimbursed up to a maximum of \$2,000.00 per calendar year, up to the point that the fund is exhausted for that fiscal year. Expenses cannot be held over from one year to the next for reimbursement.
5. Any employee who receives reimbursement for water/wastewater licenses or college classes, must remain employed by the City for a minimum of two years following reimbursement. If that employee leaves City employment before the two years, they must pay the City back for any said reimbursement.
6. 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.
7. The employee must advise the City of any other reimbursements. The City will not reimburse an employee for tuition where the employee is also getting reimbursed from another source. The exception to this would be if the employee's expenses for tuition, books, and course material exceed what the other source reimburses. In such cases, the City shall be the secondary reimbursor, responsible only for eligible expenses not fully paid by the other source available to the employee.

**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.

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**ARTICLE 30 - WAGES**

**Section 30.1:**

Effective February 1, 2022, the City shall add \$1.00 per hour to each employee's previous year wage rate. The table below is the per hour rate paid for each classification for the period between 02/01/22 - 01/31/23.

**Wage Table  
Effective 02/01/22 - 01/31/23**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Superintendent Waste Water Plant	27.73	28.30	28.89	29.49	30.12	30.76
Waste Water Plant Operator (with license)	22.36	22.77	23.19	23.64	24.09	24.56
Waste Water Plant Operator (without license)	20.39	20.76	21.13	21.52	21.92	22.32
Waste Water Plant Maintenance (with license)	22.36	22.77	23.19	23.64	24.09	24.56
Waste Water Plant Maintenance (without license)	20.39	20.76	21.13	21.52	21.92	22.32
Laboratory Technician (with license)	22.36	22.77	23.19	23.64	24.09	24.56
Laboratory Technician (without license)	20.39	20.76	21.13	21.52	21.92	22.32
Superintendent Water Plant	26.56	27.14	27.72	28.30	28.88	29.46
Water Plant Operator (with license)	20.90	21.28	21.64	22.03	22.39	22.84
Water Plant Operator (without license)	20.39	20.76	21.13	21.52	21.92	22.32
Public Works Superintendent	23.94	24.52	25.00	25.49	26.00	26.52
Street Maintenance, Lead	21.59	21.96	22.33	22.72	23.11	23.52
Mechanic	20.97	21.31	21.66	22.03	22.40	22.78
Street Maintenance II	18.70	18.98	19.27	19.56	19.87	20.23
Street Maintenance I	18.23	18.49	18.77	19.03	19.32	19.62
Secretary/Clerk/Assist. Tax Admin.	19.34	19.67	20.02	20.37	20.73	21.10
Assistant Income Tax / Finance Administrator	19.05	19.40	19.67	20.00	20.34	20.68
Utility Accounts Receivable Clerk	18.76	19.12	19.32	19.63	19.94	20.26
Account Clerk, Tax	18.76	19.12	19.32	19.63	19.94	20.26
Finance Clerk	18.76	19.12	19.32	19.63	19.94	20.26
Central Cashier	17.78	18.05	18.32	18.63	18.88	19.17

**Section 30.2:**

Effective February 1, 2023, the City shall add \$.75 per hour to each employee's previous period wage rate. The table below is the per hour rate paid for each classification for the period between 02/01/23 - 01/31/2024.

**Wage Table**  
**Effective 02/01/23 - 01/31/24**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Superintendent Waste Water Plant	28.48	29.05	29.64	30.24	30.87	31.51
Waste Water Plant Operator (with license)	23.11	23.52	23.94	24.39	24.84	25.31
Waste Water Plant Operator (without license)	21.14	21.51	21.88	22.27	22.67	23.07
Waste Water Plant Maintenance (with license)	23.11	23.52	23.94	24.39	24.84	25.31
Waste Water Plant Maintenance (without license)	21.14	21.51	21.88	22.27	22.67	23.07
Laboratory Technician (with license)	23.11	23.52	23.94	24.39	24.84	25.31
Laboratory Technician (without license)	21.14	21.51	21.88	22.27	22.67	23.07
Superintendent Water Plant	27.31	27.89	28.47	29.05	29.63	30.21
Water Plant Operator (with license)	21.65	22.03	22.39	22.78	23.14	23.59
Water Plant Operator (without license)	21.14	21.51	21.88	22.27	22.67	23.07
Public Works Superintendent	24.69	25.27	25.75	26.24	26.75	27.27
Street Maintenance, Lead	22.34	22.71	23.08	23.47	23.86	24.27
Mechanic	21.72	22.06	22.41	22.78	23.15	23.53
Street Maintenance II	19.45	19.73	20.02	20.31	20.62	20.98
Street Maintenance I	18.98	19.24	19.52	19.78	20.07	20.37
Secretary/Clerk/Assist. Tax Admin.	20.09	20.42	20.77	21.12	21.48	21.85
Assistant Income Tax / Finance Administrator	19.80	20.15	20.42	20.75	21.09	21.43
Utility Accounts Receivable Clerk	19.51	19.87	20.07	20.38	20.69	21.01
Account Clerk, Tax	19.51	19.87	20.07	20.38	20.69	21.01
Finance Clerk	19.51	19.87	20.07	20.38	20.69	21.01
Central Cashier	18.53	18.80	19.07	19.38	19.63	19.92

**Section 30.3:**

Effective February 1, 2024, the City shall add \$.50 per hour to each employee's previous period wage rate. The table below is the per hour rate paid for each classification for the period between 02/01/24 - 01/31/25.

**Wage Table**  
**Effective 02/01/24 - 01/31/25**

<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Superintendent Waste Water Plant	28.98	29.55	30.14	30.74	31.37	32.01
Waste Water Plant Operator (with license)	23.61	24.02	24.44	24.89	25.34	25.81
Waste Water Plant Operator (without license)	21.64	22.01	22.38	22.77	23.17	23.57
Waste Water Plant Maintenance (with license)	23.61	24.02	24.44	24.89	25.34	25.81
Waste Water Plant Maintenance (without license)	21.64	22.01	22.38	22.77	23.17	23.57
Laboratory Technician (with license)	23.61	24.02	24.44	24.89	25.34	25.81
Laboratory Technician (without license)	21.64	22.01	22.38	22.77	23.17	23.57
Superintendent Water Plant	27.81	28.39	28.97	29.55	30.13	30.71
Water Plant Operator (with license)	22.15	22.53	22.89	23.28	23.64	24.09
Water Plant Operator (without license)	21.64	22.01	22.38	22.77	23.17	23.57
Public Works Superintendent	25.19	25.77	26.25	26.74	27.25	27.77
Street Maintenance, Lead	22.84	23.21	23.58	23.97	24.36	24.77
Mechanic	22.22	22.56	22.91	23.28	23.65	24.03
Street Maintenance II	19.95	20.23	20.52	20.81	21.12	21.48
Street Maintenance I	19.48	19.74	20.02	20.28	20.57	20.87
Secretary/Clerk/Assist. Tax Admin.	20.59	20.92	21.27	21.62	21.98	22.35
Assistant Income Tax / Finance Administrator	20.30	20.65	20.92	21.25	21.59	21.93
Utility Accounts Receivable Clerk	20.01	20.37	20.57	20.88	21.19	21.51
Account Clerk, Tax	20.01	20.37	20.57	20.88	21.19	21.51
Finance Clerk	20.01	20.37	20.57	20.88	21.19	21.51
Central Cashier	19.03	19.30	19.57	19.88	20.13	20.42

**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. If that next higher step is a raise less than \$.25, the employee shall be paid at the next highest step (i.e. the employee working out of class will make at least \$.25 more for the out-of-class work) in the classification for 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 three (3) years of their employment. Employees of the Wastewater Treatment Plant hired after February 1, 2022, shall be required to obtain the applicable Class 2 license within 5 years of their employment and the applicable Class 3 license within 8 years of their employment. Failure to obtain the required license shall 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 shall obtain the required license within three (3) 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 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 at 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. In addition, the City shall purchase up to \$100, yearly, of employer issued work attire that has the City logo affixed to the garment.

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. When Snow Emergencies in Clark County, or the county where the employee resides, reach Level III, only essential personnel must report to work. The City Manager, or their designee, will determine which personnel must report for work. Those Employees who are required to report to work shall be paid at a rate of 1.5 of their normal pay and may choose to convert to compensatory time.

## 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.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have signed by their authorized representatives

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR CITY OF NEW CARLISLE:**

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

\_\_\_\_\_  
Randy Bridge  
City Manager  
City of New Carlisle

\_\_\_\_\_  
P. Scott Thomasson  
Staff Representative  
AFSCME, Ohio Council 8

\_\_\_\_\_  
Jake Jeffries  
Director of Law  
City of New Carlisle

\_\_\_\_\_  
Dave Coleman  
Chapter Chairperson

\_\_\_\_\_  
Greg Slattery

\_\_\_\_\_  
Les Ellison

\_\_\_\_\_  
Robert Hoke

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Date:**





## ORDINANCE 22-02

### AN ORDINANCE AMENDING CHAPTER 238 OF THE CODIFIED ORDINANCES OF THE CITY OF NEW CARLISLE REGARDING THE DIVISION OF FIRE

**WHEREAS**, the Fire Division, within the Department of Public Safety for the City of New Carlisle, Ohio, protects the lives and property of the citizens of the City from the ravages of fire and disaster; and

**WHEREAS**, the men and women of the Fire Division put their lives on the line every day to provide this protection; and

**WHEREAS** compensation for Fire Division personnel has not been addressed or modified since 2019; and

**WHEREAS**, the Fire Administrator has recommended to the City Manager that the current wage scale be adjusted to make compensation more competitive with surrounding area departments in order to ensure that the City keeps the best and most qualified individuals in the Division.

**NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS THAT** Chapter 238 of the Codified Ordinances of the City of New Carlisle be amended as follows, with the compensation changes effective as of the first pay period 15 days after the passing of this ordinance:

#### **238.03 COMPENSATION.**

The Fire Division shall not employ full-time personnel. All employees are part-time employees and shall be compensated for activities. With the recommendation of the Fire Administrator, the City Manager shall prescribe wage scales and pay dates for Fire Division personnel and present the recommendation to Council for their approval.

(a) All personnel shall be paid bi-weekly and compensated based on their level of training as specified below.

(1) Firefighter	<del>\$10.00</del> 11.00
(2) Firefighter/EMT A	<del>\$13.25</del> 15.00
(3) Firefighter/EMT B (Basic)	<del>\$12.25</del> 14.00
(4) Firefighter/paramedic	<del>\$14.00</del> 16.00
(5) Lieutenant (cross-trained)	Base + <del>\$.75</del> 1.00
(6) Captain	<del>\$14.00</del> 14.75
(7) Captain (cross-trained)	Base + \$1.50
(8) Assistant Chief	<del>\$17.00</del> 18.00
(9) Chief/Administrator	<del>\$18.00</del> 19.75
(10) Trainee	Federal minimum wage

(b) In addition to compensation set forth above the Fire Administrator shall be compensated in the amount of four hundred eighty dollars (\$480.00) per pay period. The Assistant Chiefs shall be compensated at a rate of two hundred fifty dollars (\$250.00) per pay period.

(c) Personnel responding from home shall be paid a minimum of one hour's wages. Employees shall be compensated for subsequent time worked in accordance with the above fee schedule and based on actual time worked in quarter-hour increments. Timekeeping shall be based on dispatch logs. Once in quarters, an additional 15 minutes shall be allotted for the clean-up of apparatus. Line officers may approve additional clean-up time based on the complexity and severity of the operation.

(d) Employees involved in fire protection activities as defined by the Fair Labor Standards Act of 1938, as Amended (FLSA), Section 3(y), shall be scheduled for duty for no more than 212 hours in a 28-day period as allowed by the FLSA, Section 7(k).

(e) Other employees of the Fire Division shall be scheduled for no more than 78 hours in a 14-day period.

(f) Employees who work on the holidays listed below shall be paid at a rate of time and a half of their normal rate of pay.

July 4th
Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

(g) Substitutions and shift fills shall be managed in accordance with the FLSA, Section 7(p)3 and shall be excluded in the calculation of hours for which the employee is entitled to overtime compensation.

(h) Employees who are working a Battalion Supervisor shift will continue to be paid their regular rate of pay for the first two (2) hours of Battalion shift. After the first two (2) hours, the employee shall receive an "on-call" pay as compensation for remaining in a "ready" state to respond promptly to alarms, at a rate of five dollars (\$5.00) per hour. If the employee responds to an alarm during this "on-call" status, they shall be paid their normal "paid-per-call" rate in lieu of the "on-call" pay.

(i) Employees of the Fire Division who work weekends between 1800 hours Friday and 0600 hours on Monday shall add \$1.00 per hour to their base pay.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mike Lowrey, MAYOR

\_\_\_\_\_  
Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM

\_\_\_\_\_  
Jake Jeffries, DIRECTOR OF LAW

1st \_\_\_\_\_

2nd: \_\_\_\_\_

Lindsey	Y	N
Eggleston	Y	N
Cook	Y	N
Lowrey	Y	N
Rodewald	Y	N
Grimm	Y	N
Nowakowski	Y	N

Totals: \_\_\_\_\_  
Pass      Fail

Intro: 1/3/2022  
Action: 1/17/2022  
Effective: 2/1/2022