Contract

Between the
Clerk-Treasurer and the
Board of Public Works and Safety,
of the City of New Castle, Indiana
&
Local 1478
American Federation of State,
County and Municipal Employees
AFL-CIO Council 962

2017

Table of Contents

Article	Section	CONTRACT	Page
I		**PERIOD OF CONTRACT**	5
II		**MANAGEMENT AND UNION**	6
	1	Union Recognition	6
	2	Dues Check-Off	7
	3	Maintenance of Membership	7
	4	Temporary Employees	7
	5	Union Members Talking to Management	7
	6	Union Official Excused to Conduct Business - No Loss of Pay	8
	7	Union Business	8
	8	Successor Clause	8
III		**ARBRITRATION AND GREIVANCE PROCEDURES**	9
	1	Grievances	9
	1.A	Verbal Step	9
	1.B	Step I: Department Head	9
	1.C	Step II: Hearing: Board of Public Works and Safety Reps	9
	1.D	Step III: Hearing: Mayor or Representative	10
	1.E	Time Limits	10
	1.F	Mediation	10
	1.G	Federal Mediation and Conciliation Service	10
	1.H	Arbitration	11
	2	No Work Stoppage	11
IV		**REGULATIONS AND WORKING CONDITIONS**	11
	1	Bulletin Board	11
	2	Lockers	12
	3	Probationary Employees	12
	4	Clean-Up Time	12
	5	Seniority	12
	6	Lay-offs	13
	7	Recall	13
	8	Job Postings	14
	9	Disciplinary Code: Work Rules	15
	9.A	Minor Violations: five (5) Step Progressive Discipline	15
	9.B	Serious Violations: Three (3) Step Progressive Discipline	15
	9.C	Major Violations: May Be Subject To Discharge	16
	9.D	Reprimands	16
	9.E	Manner or Discipline	16

	10	Special Seniority	16
	11	Military	16
	12	Job Classifications, Pay Rates, Overtime, Job Postings and Transfers	17
	12.A	Pay Lists	17
	12.B	Holiday Pay	17
	12.C	Holiday Scheduling	17
	12.D	Overtime Pay	17
	12.E	Overtime Distribution	17
	12.F	Call Duty	18
	12.G	Shift Schedules	18
	12.H	Classifications & Job Descriptions	18
	12.I	Open Positions	18
	12.J	Work Assignments	18
	12.K	Emergency Call	18
	12.L	Transfer Job Posting	18
	12.M	Transfer - Temporary	18
	12.N	Seasonal Reassignments (Park Department)	19
	12.O	Seniority Preference for Job Assignments / Work Station	19
	12.P	Management Work	19
	13	Shift Schedules	19
	14	Dress Code	20
V		**ECONOMIC ISSUES**	20
	1	Wage and Economic Issues	20
	2	Pension Plan	20
	3	Health and Life Insurance	20
	3.A	Full-time Active Employees	20
	3.B	Retirees	21
	4	Payment of Death Benefits	21
	5	Safety and Personnel Equipment	21
	6	Commercial Driver License	21
	6.A	Payment at Recertification DOT/CDL Physical (Memo#2)	21
	6.B	Notification to City	22
	6.C	Suspended of or Revoked CDL	22
	6.D	Removal of Employee from Classification Due to Loss of Valid License (I) At Fault Accident Policy	22
	7	Compensation	23
	7.A	Reimbursement of Test and Recertification Fee	23
	7.B	Qualified Safety Positions	24
VI		**VACATIONS**	24

VII		**ABSENCES**	24
	1	Lost Time	24
	2	Bereavement Leave	25
	3.A	Paid Days Off	25
	3.B	Paid Extended Leave Day Bank	26
	3	Leave of Absence	26
	4	The Family Medical Leave Act of 1993	27
	5	Leave of Absence for Union Business	27
VIII		**2017 HOLIDAY SCHEDULE**	28
		2017 Classification Pay Tier	29
		Signature Page for Ratified Contract	30

CONTRACT

WHEREAS, the Administration and the Local 1478 American Federation of State, County and Municipal Employees (AFL-CIO Council 962) Union desire to enter into a contract concerning salary, wages, wage related fringe benefits and enumerated working conditions. Parties agree that membership in Local 1478 is a voluntary action of each employee and does not constitute a prerequisite of employment; and

WHEREAS, the employees of the City of New Castle covered by the Contract are engaged in furnishing essential services affecting health, comfort, and general well-being of the Citizens of the City of New Castle; and

WHEREAS, the City's obligation and responsibility for furnishing said services to the public is a mutual responsibility for furnishing services of the City, and the employees are no more or less than employees of the taxpayers of the City of New Castle; and

WHEREAS, the responsibility for the utility office clerks rests with the Clerk-Treasurer and all other departments operated by the City of New Castle is imposed by law, and rests with the Mayor and the Board of Public Works and Safety; and

WHEREAS, the City recognized its responsibility for services to the public and its responsibility to respect the rights of the employees; and

WHEREAS, the City and the Union agree that this contract language will be the basis for AFSCME Local 1478 to resolve issues of discipline, work conditions, wages and benefits; and

WHEREAS, the City and Union desire to place in writing by contract the various steps for settlement of disputes and/or grievances with an employee or employees, *thereby* eliminating as nearly as possible any reason for the interruption of service to the people of this community and to enable the employees to have the privilege of bringing their grievances before the properly constituted authorities without delay.

THEREFORE, the City and Union agree that the principles enumerated above can best be carried out by the City and the employees of said departments work in accordance with the wage scale set forth under the conditions of employment set forth in this contract as hereinafter set out.

Articles I and II

ARTICLE I
PERIOD OF CONTRACT

The effective date of this Contract shall be from 12:01 a.m., January 1, 2017, and shall remain in effect until 12:00 midnight, December 31, 2017.

Either party desiring to amend shall notify the other in writing of such intention sixty (60) days prior to the expiration date of the agreement.

The parties hereto agree that the economic and wage provisions of this contract are conditioned upon the passage of corresponding salary ordinances and annual budgets by the Common Council of the City; said ordinances and budgets being passed annually effectuating the economic and wage provisions of this Contract. Failure of the Common Council to pass the appropriate ordinances and budgets allowing for payments pursuant to Contract terms, during the Contract term, releases the parties hereto relative to wage and economic provisions.

Wage and other economic conditions, which are provided for in this Contract shall become effective January 1, 2017 and continue in force and effective until December 31, 2017.

Economic issues for the next contract will be presented to the Mayor no later than April 15th to determine feasibility prior to the budget cycle.

Actual economic and contract language negotiations will begin on or before June 15th of the last year of this Contract, so agreement can be reached between the parties prior to the budget deadline set by State law and the meeting with the Department of Local Government and Finance, July 31st. The City shall reply to the Union demands by July 15th each year. Management and Union may mutually agree, in writing, to start negotiations at a later date than stated above.

ARTICLE II
MANAGEMENT AND UNION

Except as otherwise provided in the Contract, the Mayor, Board of Public Works and Safety, and Clerk-Treasurer, shall manage and direct, on behalf of the public, the operations and activities of the City to the full extent authorized by law. The Clerk-Treasurer will manage the utility office clerks, as provided by law. Such responsibility shall include, but not be limited to the following:

(A) Direct its employees;

(B) To hire, promote, transfer, assign and retain, discharge, suspend, discipline or promote for just cause, employees in positions with the Board of Public Works and Safety or Clerk-Treasurer and;

(C) To release employees because of lack of work or for other legitimate reasons;

(D) To maintain the efficiency of the Governmental operation entrusted to it;

(E) To determine the methods, means and personnel by which such operations shall be conducted;

(F) To enact rules and regulations for the conduct of employees and safety of the work force as the Board of Public Works and Safety or Clerk-Treasurer deems necessary. The parties agree that policy, work rules and regulations are a serious matter for discussion, except in an emergency, and will meet for this purpose no less than 20 days prior to the enactment of any changes.

(G) Abolishing a position is a negotiated settlement between Union and City. Posting a job and hiring new employees is a management right.

Board of Public Works and Safety or Clerk-Treasurer powers granted herein shall be exercised by the authorized agents of the Board of Public Works and Safety or Clerk-Treasurer including, but not limited to, department heads, their assistants, foremen, supervisory employees and the Mayor's private secretary.

SECTION 1: ***Union Recognition***

The Board of Public Works and Safety, and Clerk-Treasurer, agrees to recognize Local 1478, A.F.S.C.M.E., AFL-CIO, as the exclusive bargaining agent for a unit consisting of all employees covered hereunder who are employed by the departments mentioned below and such other departments as may in the future be negotiated to be covered by this Contract. The Union agrees to provide a list of updated officers to the Mayor upon request up to four (4) times annually, and to make every effort to provide a list of updated changes. It is the intent of the parties that all City employees except department heads, assistant department heads, supervising personnel, the Mayor's private secretary, police officers, fire fighters, emergency medical officers, temporary, part-time and probationary employees are covered by this Contract. This Contract excludes elected officials.

"Supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or

responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

SECTION 2: ***Dues Check-off***

(A) Upon receipt of voluntary, written, reasonably current, signed authorization for employees in such form as complies with the law of Indiana, who are covered by this Contract and who are members of the Union, the Board of Public Works and Safety shall authorize the Clerk-Treasurer to deduct each month from the earnings

(B) Of each said employee an amount representing his/her regular monthly Union dues for the preceding month, as specified by the Union, and shall remit said monies, together with the appropriate records, to a designated Union official.

(C) The Board of Public Works and Safety shall not be liable to the Union for failure to make deductions for dues. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Clerk-Treasurer shall make a correction during the next succeeding pay period or periods, provided the subject employee is still on the payroll.

(D) The Union will indemnify the Board of Public Works and Safety and hold it harmless from any or all claims or liabilities, which may arise under this paragraph.

SECTION 3: ***Maintenance of Membership***

Each employee covered by this agreement shall, beginning with the forty-first (41st) worked day of his/her employment, pay to the Union each month a service charge as a contribution toward the Administration of this agreement and the representation of such employees. The service charge shall be an amount equal to the regular monthly dues.

SECTION 4: ***Temporary Employees***

Parties agree that the City of New Castle, of necessity must use some temporary and/or part-time employees. It is agreed that employees who draw social security benefits and those student employees who work during non-school periods are not covered by this Contract. These above employees are for April through September only. Any other temporary and/or part-time employees are limited to ninety (90) calendar days employment.

Parties agree that no temporary and/or part-time employees shall be employed while permanent employees are laid-off provided that the laid-off employees are available and become qualified. Any laid-off employee shall be given the opportunity to become qualified within twenty (20) work days of on-the-job training.

SECTION 5: ***Union Members Talking To Management***

In the event it is necessary for a Union member to discuss a Union matter, disciplinary matter or other job related matter with management personnel that may have consequences for the Union members or the Union, said Union member shall at all times during the course of such discussion be accompanied by a Union Representative.

Through the filing of a "Request for Conference" form, Union members can request to see their personnel files, receive counsel, or present inquiries pertaining to his/her benefits, deductions, the Personnel Handbook, the Drug/Alcohol Testing Policy and other non-job related matters through **Management** without being accompanied by a Union Representative. Union and Management do not

discourage open communication within the workforce. Management will notify Union prior to meeting with a non-accompanied Union employee.

SECTION 6: ***Union Officials Excused To Conduct Business – No Loss of Pay***

Union officials shall be excused to conduct Union business if the matter pending is one that necessitates immediate action after notifying supervision (grievance/discipline hearings, negotiations, investigations, departmental problems and labor-management meetings.) These meetings are to be official in nature and shall not be casual meetings which interfere with the work of the city. Only those individuals directly involved with the situation shall be included in departmental problem meetings during the work day and shall be held away from public spaces, in a meeting room provided by the City to conduct business and insure privacy. Union officials agree not to disrupt the work schedule of employees' and will, as much as possible, address departmental issues before or at the end of the work shift.

SECTION 7: Union Business

The City will provide a collective 5 day (40 hours) annual bank of paid leave for the elected officials and appointed stewards of the local union to attend union-related training. This paid leave shall be used in a minimum of 4 hour increments as designated by the Union President. The Union President shall provide at least 5 days prior written notice (if possible) to the affected Department Head of the use of this option and shall further provide documentation substantiating that it is to be used for union-related training. The Union President shall also notify the Mayor prior to such leave being taken. This bank will be filled on January 1, 2008 and each subsequent year thereafter for the length of this contract. Any unused hours at the end of each year shall be considered forfeited and shall NOT be carried from a year to a year.

It is not the intent of the City to impede the Union's right to conduct Union business, attend meetings, conferences, and conventions at the Union's expense. Members designated by the president will be excused under the following conditions:

(1) A minimum of five (5) days written notice is provided to the City.

(2) The absence does not cause undue hardship upon the City.

Under some circumstances the parties may find it beneficial to attend joint training (example: NLRB Labor/Management Training). The parties may mutually agree to attend and split expenses.

SECTION 8: Successor Clause

The parties agree that in the event the City considers the privatization or contracting out of any services or work being done by AFSCME Local #1478 Bargaining Unit the following will occur prior to the announcement of bid opportunities.

1. The union will be notified upon serious consideration being given to privatization or contracting of bargaining unit work.
2. The parties agree to meet and confer within five (5) work days to discuss the possibilities of impact on bargaining unit members, including potential lay-offs.
3. A written "warn" notice will be provided to the Union of at least sixty (60) days prior to the final decision of the City to accept bids and continue to meet at the request of either party throughout the process.

In the event the City intends to accept bids, the following will be adhered to:

1. All requests for bids and/or solicitations of bids shall contain a requirement of the successful bidder to continue recognition of the employee representation and their C.B.A.

2. A potential employer will be required to sign a recognition agreement prior to being awarded the bid.
3. Current Contract language will remain in full force and effect during the transition period and until the new unit and the employer arrive at a new agreement.

ARTICLE III

ARBITRATION AND GRIEVANCE PROCEDURES

SECTION 1: ***Grievances***

Grievance: A claim by a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of the terms of the agreement, work rules or bonafide rights.

Should any difference arise between the parties hereto concerning the interpretation or application of any of the provisions of this Contract, or should any employee covered thereby claim to have a grievance, the same shall be settled in the following manner.

The City agrees to recognize a committee of the Union and its duly accredited representatives who shall meet with representatives of the City and they shall endeavor to settle or adjust any matter presented to them.

1. A VERBAL STEP

Should an employee or employees claim to have a grievance, the aggrieved together with a representative of the Union shall take the matter up with the aggrieved's immediate Supervisor for settlement or adjustment within five (5) working days knowledge of the occurrence. Should these parties fail to settle the matter, the same shall be reduced to writing on forms provided for that purpose and state remedy desired and refer to STEP 1.

It is the intent of both union and management to put forth great effort in resolving grievances at this step.

1. B STEP 1: DEPARTMENT HEAD

The Department Head will write an answer within five (5) working days, excluding Saturday, Sunday and holidays, after receipt of the grievance. If the grievance remains unsettled, upon receipt of the written answer from the Department Head, it may be forwarded to the **Director of Public Works and Safety** for a hearing. The request for a hearing shall be made in writing by the Union (President, Vice-President, or Chief Steward) within five (5) working days, excluding Saturday, Sunday and holidays, after receipt of the written answer from the Department Head.

1.C STEP II HEARING: BOARD OF PUBLIC WORKS AND SAFETY OR CLERK- TREASURER'S REPRESENTATIVES

The Committee of the Union, and the Council 962 Representative, if available, who may be accompanied by the aggrieved and the Board of Public Works and Safety or Clerk-Treasurer's Representatives will attempt to resolve the matter. The Board of Public Works and Safety or Clerk-Treasurer's Representative(s) will give its decision, in writing, with respect to the grievance hearing within five (5) working days, excluding Saturdays, Sundays and holidays, from the final meeting and discussion of the matter. If the grievance remains unsettled after the answer from the Board of Public Works and Safety or Clerk-Treasurer's Representatives hearing, it may be forwarded to the Mayor, Clerk-Treasurer or designated representative for a further hearing. The request for a STEP III hearing must be made, in writing, by the Council 962 Representative or the designated representative of the Local Union within five (5) working days, excluding Saturdays, Sundays and holidays, of receipt of the written response of the STEP II hearing.

1.D STEP III HEARING: MAYOR, CLERK-TREASURER, OR REPRESENTATIVE

The Committee of the Union, and the Council 962 Representative, who may be accompanied by the aggrieved and the Mayor, Clerk-Treasurer, or Representative(s) will attempt to resolve the matter. The Mayor, Clerk-Treasurer, or Representative(s) will give a decision, in writing, with respect to the grievance hearing within thirty (30) calendar days from the final meeting and discussion of the matter. This shall be done by certified mail to the president of the local Union and the AFSCME Council 962 Representative. If the grievance remains unsettled after the answer from the Mayor's STEP III hearing, the Union may request mediation or arbitration. The notification for mediation or arbitration must be made, in writing, to the Mayor, Clerk-Treasurer, or Representative(s) by the Council 962 Representative or the designated representative within thirty (30) calendar days, by certified mail.

1.E TIME LIMITS

If the City fails to meet the specified time limit, the grievance is settled on the basis of the Union's demand and if the Union fails to meet the time limit, the grievance is settled on the City's last response. Time limits may be extended by mutual written agreement.

1.F MEDIATION

(A) Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

(B) If the grievance has not been satisfactorily resolved at STEP III, the Union may, within five (5) working days, request mediation. If management agrees that the grievance is suitable for mediation, the parties shall submit a joint request to the State Public Employment Relations Board for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of this request.

(C) The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

(D) At the request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.

(E) The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.

(F) If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

(G) In situations where mediation is not provided without charge by an appropriate agency, the parties shall share all fees incurred in grievance mediation equally.

1.G FEDERAL MEDIATION AND CONCILIATION SERVICE

(A) The parties shall submit a joint request, signed by both parties requesting FMCS assistance.

(B) The grievant is entitled to be present at the grievance mediation conference.

(C) Any time limits in the parties labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.

(D) Proceedings before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and the content shall not be revealed.

(E) The mediator shall conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.

(F) The mediator has no authority to compel resolution of the grievance.

(G) In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.

(H) If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearing will be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.

(I) When the parties choose FMCS and the grievance mediation procedure, they have agreed to abide by these guidelines as established by FMCS, and they agree to hold FMCS and the mediator appointed by the Service to conduct the mediation conference harmless of any claim of damages arising from the mediation process.

1.H ARBITRATION

After the above methods of mediation have failed to produce a satisfactory agreement between said employer and employees, the Board of Public Works and Safety, or Clerk-Treasurer and the Union shall jointly apply within five (5) working days to the United States Mediation and Conciliation Service or American Arbitration Association for a list of at least seven (7) arbitrators providing Council 962 approves arbitration.

Upon written notice of receipt of said list to the aggrieved party by the non-aggrieved party, the parties shall alternately strike names from such list and the last remaining name shall be the sole arbitrator. The arbitrator shall have no authority to delete from, add to, or modify any provision of this Contract. Any decision of any Arbitrator or Board shall be final and binding upon the parties hereto. The costs and expenses of any such arbitration shall be borne equally by the Union and the Board of Public Works and Safety or Clerk-Treasurer.

SECTION 2: ***No Work Stoppage***

As the services performed by the employees covered by the Contract are essential to the Administration of the Board of Public Works and Safety, the Clerk-Treasurer, and to the welfare of the public dependent thereon, the Union agrees that in no event whatsoever, during the term of this Contract will the Union or any of the employees covered by the Contract initiate, authorize, sanction, encourage, support or engage in any strike, slowdown or work stoppage, or cease the continuous performance of their duties.

ARTICLE IV
REGULATIONS AND WORKING CONDITIONS

SECTION 1: ***Bulletin Board***

The Union shall have all access to all bulletin boards within normal work areas of covered employees for the purpose of posting Union notices. Such notices shall first be approved by the Supervisor of the work area wherein such bulletin boards are located.

Each department will have their own Union bulletin boards, which can be used exclusively for the Union business without approval of any department heads.

SECTION 2: ***Lockers***

As needed, the City will provide a full length locker to each City worker who:

(A) Does not wear street clothes during his/her usual working hours; and

(B) Does not have a desk.

(C) The Union President will be provided an office with a telephone for Union business, as needed.

SECTION 3: ***Probationary Employees***

An employee shall be a probationary employee for the first forty (40) days worked beginning with the first day he/she reports to work for the City, during which time the City may terminate such employee at its sole discretion with or without cause; the City and Union may discuss such terminations. Any such termination shall not be a basis for a complaint or grievance under this Contract.

It is agreed that a probationary employee shall be paid probationary wages until his/her probationary period is completed. On the 41st day worked, the employee will receive all benefits to include a $1.00 per hour increase in pay, insurance coverage and holiday pay. The probationary period may be extended upon mutual agreement between city and Union, not to exceed twenty (20) additional days worked. If such an agreement is reached, the $1.00 per hour increase in pay and holiday pay will be in effect, however, insurance coverage will continue to be delayed until successful completion of the extended probation.

SECTION 4: **Clean-Up Time**

Employees are allowed fifteen (15) minutes personal clean-up time prior to lunch break and fifteen (15) minutes personal clean-up time prior to the end of shift. The Transportation Department will allow employees fifteen (15) minutes personal clean-up time prior to the beginning of the shift and fifteen (15) minutes personal clean-up time prior to the end of the shift.

SECTION 5: ***Seniority***

(A) Seniority (length of service is continuous employment) shall prevail within each department for the purpose of this Contract and shall date from the first day of continuous employment with the department. The departments shall include Water, Street Department consisting of (MVH and Public Works), Sanitation, Water Pollution Control, Cemetery, Building Inspector, Park, Transportation and Civilian Employees of the Police and Fire departments.

(B) The seniority of the employee shall terminate under any of the following conditions:

(1) When the employee has been laid-off for a period of more than five (5) years or as per Ordinance. (Equal time formula)

(2) When a laid-off employee fails to give notice of his/her intention to return within seventy-two (72) hours after the City has sent to his/her last known address a certified letter recalling him/her back to work, within their department excluding weekends and holidays.

(3) When he/she gives his/her notice but fails to return within one (1) week after the aforesaid letter has been sent to him/her.

(4) When he/she resigns his/her employment with the City.

(5) When he/she is discharged for a just cause.

(6) When he/she violates the conditions of his/her leave of absence.

(7) When he/she has been replaced for violation of the agreements contained in ARTICLE III, SECTION 2.
(8) **Management** will furnish an updated city-wide seniority list no less than two (2) times per year and will provide a list of Union positions within the City, or a list of equipment not requiring a CDL, upon request from the Union President or his official designee.
(9) Seniority of two (2) or more employees who have the same hire-in date shall be established alphabetically.
(10) Non union members will have seniority rights after all other paying union members have their opportunities.

SECTION 6: ***Layoffs***

(A) Layoffs for lack of work shall be in accordance with straight seniority rules, i.e., the employees most recently hired in the department shall be laid-off first, provided always the employees retained are qualified to perform the work available. When adding to the work forces, those in the department most recently laid-off shall be the first in the department to be re-employed, if available and qualified for the available job.
(B) When Layoffs for lack of work affect full-time employees, the City shall notify the Union 30 calendar days in advance. However, in the event of a bonafide emergency (such as equipment failure, unsafe working conditions, or lack of funding) the City will notify the Union at least 3 working days in advance of the last day to be worked. The intent of such notification is in order that an agreement on the application of seniority provisions shall be reached.
(C) When layoffs affect permanent full-time employees, any employee so affected shall have the right to "bump" any other employees in his/her department who is working and has less seniority, but such employee will then be paid the prevailing rate of pay for the classification, provided that the "bumping" employee is qualified for the job he/she is to assume. However, in the event that application of the foregoing rules result in surplus employees in any department and vacancies exist in any other department, then the City shall transfer such surplus employees to the other departments according to seniority to fill the vacancy, provided the City desires to fill the vacancy and the employee is qualified to fill the position. The "bumping" employee shall have the right to use his/her seniority for "bumping" purposes one (1) time only per layoff.
(D) Any full-time employee within the bargaining unit who is working in a department that on occasional days has no work, will be given the opportunity to work within other departments in open positions. If the employee is sent home he/she shall be paid four (4) hours pay at regular time. The employees may volunteer to leave and will be paid only the time on the clock.
(E) An open position due to layoff must be posted within the department for three (3) days.
(F) The most senior employee affected by a reduction in workforce shall have the right to bump to the lowest senior position within the City for which they are qualified. If the bumping employee cannot bump the lowest senior position due to lack of qualifications, then he/she can bump the next more senior position for which he/she qualifies. The process will continue for other affected employees in order of seniority, continuing with the next most senior employee.

SECTION 7: ***Recall***

Laid-off employees shall be recalled according to seniority. The employee with the most seniority will be recalled and given the opportunity to fill any open full-time position within the City. In cases where there are multiple openings, the employee will have the option to pick any job available, provided they are able to learn the job, and are physically able to perform the duties. If the employee does not want any of the open jobs and none of the open jobs are in the employee's department he/she

was laid-off from, then they can refuse any or all of these jobs and remain on layoff. If an open job is available or becomes available in the department the employee was laid-off from, the employee must return to their department on recall.

SECTION 8: ***Job Postings***

In filling openings in job classifications within the bargaining unit, except where otherwise filled by recall from layoff or by adjustment transfers made by mutual agreement between the City and the Union because of unsatisfactory performance or inability to do the work required, the City will consider the application of employees submitted under the following procedures:

(A) **Union** will canvas all employees within a department where an opening exists. Should all employees agree they do not desire to fill the position and agree to "sign-off" of the open position, the posting will proceed to (C) of this SECTION. However, should one (1) employee wish to have forty-eight (48) hours, excluding Saturday, Sunday and holidays, to consider filling the open position, the City will proceed as in (B) below.

(B) The open job will be posted simultaneously throughout the City. The posting will be pulled down in the department where the vacancy exists after forty-eight (48) hours, excluding Saturday, Sunday, and holidays. If the opening is filled within the department where the vacancy exists, department seniority will prevail and all other postings for the position will be pulled down. If the opening is not filled within the department, it shall remain posted an additional twenty-four (24) hours, excluding Saturday, Sunday and holidays to fill the position from the non-departmental workforce.

(C) If the opening is filled within the department the employee will be transferred and the new opening will be posted according to (B) of this SECTION.

(D) An employee on vacation will be considered for an open position provided the employee signs an "authorization to notify form" prior to leaving for vacation. The employee must provide a contact number where he/she can be reached or receive a message during regular operating hours. It will be the responsibility of City & Union (jointly) to attempt to make contact with the absent employee. The extent of the attempt to contact will be documented, however if after a reasonable effort the employee cannot be contacted, the City will fill the position at the end of the seventy-two (72) hour posting time. It will be the responsibility of the employee to contact the City once a message has been left for the employee at the contact number.

(E) An employee selected for an open position from the city-wide posting shall have three (3) working days to return to his/her former department and job classification, and the posting shall be granted to the next seniority person on the job posting within three (3) working days. If position has been previously held by awarded employee the three (3) revert days will be waived.

(F) The qualifications of applicants will be discussed with the Steward involved before final decision is made with respect to filling any posted opening. In selecting employees to fill job openings, the senior employee will be selected, except where it is or has been proven such employee is not qualified for the job.

(G) The Union shall have the right to question any decision of the City with respect to the selection or non-selection of applicants for openings, or the transfer of employees for unsatisfactory performance or inability to do the work required on their present job. Any questions will be treated as a grievance upon the filing of a complaint.

(H) An employee shall have the right to learn on the job within a reasonable length of time, not to exceed thirty (30) working days. Should the employee not satisfactorily learn the

job in thirty (30) working days, he/she shall return to an open position, without loss of seniority or benefits.

(I) Once the posting cycle has been completed, which places the City in a hiring mode, and the City still desires to fill the opening, the City will attempt to do the hiring in a timely manner in relation to the original posting of the open position. If the job posting is not completed in the above time frame, the job will be reposted starting with "A" above.

(J) An employee who accepts a supervisory position shall have his/her departmental and unit seniority frozen at date of transfer, (for no longer than 6 months, after which the seniority shall be lost,) and may only return to an open position after the posting has completed the cycle.

SECTION 9: ***Disciplinary Code: Work Rules***

9.A MINOR VIOLATIONS:

Five (5) Step Progressive Discipline

1st Step	2nd Step	3rd Step	4th Step	5th Step
VERBAL WARNING	WRITTEN WARNING	ONE (1) DAY SUSPENSION	FIVE (5) DAY SUSPENSION	SUBJECT TO DISCHARGE

(1) Tardiness, unauthorized absence or lost time (an absence must be authorized when the employee is out of both vacation and PDO days, per Article VII Section 1);
(2) Unaccepted conduct pertaining to safety rules, work procedures, and unacceptable practices, such as horseplay, and creating unsanitary conditions;
(3) Loafing on the job, and/or taking excessive break time;
(4) POOR WORKMANSHIP: A consistent pattern of unacceptable work performance;
(5) Any combination or aggregate of five = 3rd Step.

9.B SERIOUS VIOLATIONS:

Three (3) Step Progressive Discipline

1st Step	2nd Step	3rd Step
THREE (3) DAY SUSPENSION	FIVE (5) SUSPENSION	SUBJECT TO DISCHARGE

(1) Three (3) consecutive days absent without notification;
(2) Verbal abuse or threatening language toward citizens or other employees;
(3) Gambling on City property;
(4) Unauthorized use of City vehicles or unauthorized passenger in City vehicles;
(5) Any behavior which interferes with functioning of the work of the City;
(6) Intentionally ringing another employee's time card;
(7) Selling or participating in the distribution of illegal goods or services;
(8) Playing cards while on duty (excluding lunch or break).

9.C MAJOR VIOLATIONS:

1st Step

May Be Subject To Discharge.

(1) Under the influence or having any alcoholic beverage or controlled substance in his/her possession, custody, or control during work hours on City property or work area;
(2) **INSUBORDINATION**: Failing to obey direct orders from Supervisor (except life threatening situation);
(3) Verbal abuse or threatening language toward Supervisor;
(4) Physical contact/conduct with intent to harm others;
(5) Destroying or defacing City property;
(6) **THEFT OR DISHONESTY**: This includes falsifying records, papers or documents, or releasing any classified information that is not covered under Public Access Law.
(7) Conviction of a felony (during the term of this Contract), which results in a sentence, which causes employee to miss work.
(8) Becomes uninsurable with city liability insurance carrier.

9.D REPRIMANDS:

Disciplinary reprimands for disciplinary procedure are a matter of record for one (1) year from the time of the last recorded related reprimand. At that time, a copy of the reprimand will be available upon request to the Union or employee.

An employee has the right to inspect, with supervisor and a union steward, his/her personnel file and any supervisory file (documentation) kept pertaining to the employee. The employee may access such files quarterly (a grievance investigation is not limited by this language). Further, supervisory file entries will be expunged one (1) year from date of occurrence.

9.E MANNER OF DISCIPLINE:

If the employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 10: ***Special Seniority***

All duly elected officers and appointed stewards shall have special seniority rights during their terms of office for layoff purposes "ONLY" after completing one (1) year of service. These special seniority rights give the previously mentioned officers top seniority in the department group, in case of a layoff, provided they are qualified to perform available work. The duly elected officers and appointed stewards cannot be bumped out of their classifications or sent home for lack of work (excluding trustees, guides, sergeant-at-arms).

SECTION 11: ***Military Duty***

(A) A seniority employee, who is called to and attends an annual training encampment or is called to and performs active duty because of a local or National emergency as a member of the U.S. Armed Forces Reserve or National Guard, shall be paid an amount equal to the straight time hourly rate.
(B) Payment shall be made for days (excluding Saturdays, Sundays, or in the case of seven (7) day operations excluding regular days off) that the employee performs short-term military duty and

other wise would have been scheduled to work, but for his/her short-term military duty, would have been eligible for holiday pay.

(C) Except for short-term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by State or Federal authorities in case of public emergency, the City's obligation to pay an employee for performance of military duty under this Section must meet the following conditions:

(1) The period of short-term military or National Guard duty shall not exceed thirty (30) calendar days;

(2) The employee shall be called to military or National Guard duty and shall furnish the City with a copy of his/her military orders in advance of his/her military duty; and

(3) Upon his/her return to work, the employee shall furnish the City with a statement of his/her military pay while on such duty. The employee shall be paid an amount equal to the difference, if any, between the straight time hourly rate and his/her daily military earnings (including all allowances except for rations, subsistence and travel).

SECTION 12: ***Job Classification, Pay Rates, Overtime, Job Posting and Transfers***

(A) Pay Lists: The City will furnish the Union with a list of rates of pay, once a year, during January.

(B) Holiday Pay: The City agrees to pay employees for holidays scheduled providing the employee works the workday before or the workday after the holiday or provides a doctor's statement certifying that he/she was in fact unable to work one of those days. Employees volunteering to work a holiday in the Sanitation Department shall receive the regular eight (8) hour holiday pay in addition to time and one half (1.5) for hours worked, plus 1 PDO day. All other employees working a holiday shall receive the regular eight (8) hour holiday pay in addition to double time for working the holiday.

(C) Holiday Scheduling: Holiday work schedules are to be based on seniority with those employees with greater seniority given first opportunity to work overtime hours. If an employee's regular work schedule includes Saturday and Sunday, the employee's off days will be counted as Saturday and Sunday and the first off day shall be considered as a Saturday and the second off day shall be considered as a Sunday respectively.

(D) Overtime Pay: The City of New Castle will pay its employees time and one-half for hours worked over and above eight (8) hours in a regularly scheduled workday. The use of 4 hours or more of vacation, PDO or bereavement leave in such workday will be counted as time worked (for the purpose of overtime calculation.) Employees working the weekend will receive time and one-half for hours worked on Saturday and double time for hours worked on Sunday.

(E) Overtime Distribution: A rotation system in each department by seniority within each job classification will be established in order to give all employees an opportunity for overtime hours when available. Qualified employees will fill overtime jobs within a department as follows: 1) within the classification by seniority; 2) within the department by seniority; and then 3) city-wide by seniority. In the event of an emergency, all employees are subject to call for overtime hours.

As the Water Department consists of two sections, the Water Plant and the Utilities office, for the purpose of overtime only, each section will maintain a separate rotation system by seniority. If there is additional overtime in a section after employees of the section have been offered overtime, the other section of the Water Department shall be offered the overtime before going city-wide.

(F) Call Duty: A worker who is to be on call-duty during his/her off-duty hours for emergency calls shall in addition to the regular week's pay be paid twenty-four (24) times one hours pay for such services rendered, during off-duty hours for a seven (7) day work week. Call-duty is paid at straight time rate and will stand alone over and above actual hours worked. Call-duty time will not be calculated at the overtime rate. Call-duty truck and beeper will be provided for the person on call-duty.

(G) Shift Schedules: Assigned "Employees" who work the 3:00 p.m. to 11:00 p.m. shift shall be paid an additional twenty (20) cents per hour above the hourly rate for working the 7:00 a.m. to 3:00 p.m. shift. Assigned "Employees" who work the 11:00 p.m. to 7:00 a.m. shift shall be paid an additional twenty-five (25) cents per hour above the hourly wage for working the 7:00 a.m. to 3:00 p.m. shift. Assigned "Employees" who work the swing shift shall be paid an additional thirty (30) cents per hour above the hourly wage for working the 7:00 a.m. to 3:00 p.m. shift.

(H) Classifications & Job Descriptions: The City agrees to provide job classifications and job descriptions to the Union upon request from the Union President or designee. Major changes made in job classification or job descriptions must be negotiated with the Union. An employee shall not be worked out of their classification and replaced with an employee with less seniority within their classification. Seniority shall prevail when an employee works out of their classification in open positions only. (Reclassification and new job descriptions will be negotiated and agreed upon in 2013 and will become an amendment to this contract upon agreement.)

(I) Open Positions: An Open Position that is filled with employees working out of classification must be posted within fifteen (15) working days. After the fifteen (15) working days no employee shall be required to work out of classification to fill these positions, unless by mutual agreement.

(J) Work Assignments: All employees upon completion of a work assignment in a designated work area or on location in the City should return immediately to, and remain at, their clock point or assigned department.

(K) Emergency Call: The City agrees to pay employees who are called during off-duty hours for emergency call for a minimum of four (4) hours Premium pay even though the emergency may not require four (4) hours time. Whenever an employee is unexpectedly called back to work following the termination of his or her normal work shift he/she shall receive a guarantee of a minimum of four (4) hours premium pay.

(L) Transfer-Job Posting: Any employee who transfers from one department to another department does not take his/her original department seniority with him/her to the next department. Such employee is a new employee as far as his/her new department is concerned but does, however, have his/her original department seniority "frozen". In the event the transferee is laid-off in the new department, he/she has the right to return to his/her old department and pick up their original seniority there. Continuous employment with the City in any department adds to the citywide seniority of the employee but not for "bumping" purposes between departments or within departments. Only department seniority determines seniority within each department.

(M) Transfer-Temporary: Temporary transfers will be determined by seniority and qualifications. Any employee worked temporarily out of their classification or at a different job shall maintain higher classification pay unless such classification or job is abolished, and except as provided in SECTION 6, (C) of this ARTICLE. It is agreed that employees will not be temporarily transferred for more than 10 working days. In the event a need arises to extend the agreed to 10 day period the Union and City Management will meet for the purpose of mutual

agreement. (The Union agrees not to unreasonably withhold agreement.) If an employee is assigned for a part of a day to a higher pay rate, he/she will be paid at the higher rate for the hours he/she works at the higher paying job or a minimum of two (2) hours at the higher rate, whichever is greater.

(N) Seasonal Reassignments (Park Department): Due to the seasonal nature of the park department, the park employees will be seasonally reassigned to duties assigned through the Mayor's office. Seniority will continue to accumulate in the Park Department during these reassignments and these employees will not receive a reduction in pay. These jobs will be general labor in nature and will include duties for which these individuals would be qualified. Management will work closely with Union to insure the rights of Union employees are not violated in the reassignment process.

(0) Seniority Preference for Job Assignments/Work Station: Those departments having daily work assignments that may change frequently will fill those assignments at the beginning of the shift or work period as follows:

1. Assignments will be made in no less than one-half of a shift, except for work periods less than a shift which shall be filled for the actual time worked.
2. Qualified employees will fill job assignments within each classification by seniority and then within the department by seniority. Employees must work within their classification when jobs are available in their classification. After each employee has had the opportunity to choose by seniority within their classification, they will then have department seniority rights to choose from remaining jobs assignments that are available.
3. An employee not present at the time classification assignments are made will be required to fill any remaining work assignment by seniority and qualifications as made available by management. Should the same employee be not present at the time department assignments are made the employee will be required to fill any work assignment as made available by management.

Nothing in this work assignment language shall prevent the City from deciding which work assignments will be filled

(P) Management Work: Management Supervisors shall not work in a Union Classified position except: 1) to demonstrate or to instruct an employee on proper procedure or job performance, or 2) to assist in the event of a homeland security issue/emergency (during which, management will make every effort to contact union employees city-wide to assist).

SECTION 13: ***Shift Schedules***

The Mayor, Clerk-Treasurer, and the Board of Public Works and Safety reserves the right, as a management prerogative, to change any shifts should circumstances so dictate. No changes will be made without prior consultation with Union representation and a forty-eight (48) hour notice prior to shift change.

(A) Seniority rights shall prevail with regard to shift changes if the employee is able to satisfactorily perform the work.

(B) Voluntary Shift Change: An employee is entitled to a maximum of two (2) moves (voluntary shift changes) per year and no more than one (1) move (voluntary shift change) every one hundred-eighty (180) days.

(C) Summer hours for MVH and Sanitation Departments employees shall be effective from April to October each year. Summer hours will be from 6:00am to 2:30pm with a lunch break from 11:00am to 11:30am. **Wastewater Lab hours will be flexible based on need by Management**

and IDEM requirements. Exception may be made by majority vote of employees involved to allow hours to remain the same.

(D) It is further agreed that no less than ten (10) working days prior to a final decision regarding a change in any departments work hours the Union President will be notified and a meeting, upon request of the President to negotiate change will be scheduled. If a health and safety issue is at stake and agreement cannot be reached the City may implement such change until the issue is mediated.

SECTION 14: ***Dress Code***

There will be no dress code except for cleanliness and safety.

ARTICLE V

ECONOMIC ISSUES

SECTION 1: ***Wages and Economic Issues***

(A) LONGEVITY PAY – All employees in the bargaining unit with at least one (1) year seniority ~~as of December 1~~, shall receive longevity pay in the amount of $30.00 per year of service to the City of New Castle. The longevity pay will be paid weekly based on the following calculation; $30.00 divided by 52 pays = $.58 multiplied by the number whole years of service. Updates will be made based on ~~December 1~~ the new year dates of service, beginning payment the first check of January of the new year. Beginning 2017, new hires will be awarded, after 1 full year of service, on the following January 1st, two (2) longevity credits and one (1) each January 1 thereafter as noted above. For January 1, 2017 all employees receiving at least one (1) year of longevity will be awarded two (2) to correct longevity for whole year credits as of 12/1/2017.

(B) The parties agree that the City shall provide certain pre-tax deductions including IRS Section 125 pre-tax deduction of premiums paid for participation in the City's health insurance plan as well as a medical flexible spending account and deferred compensation through the Hoosier START program.

SECTION 2: ***Pension Plan***

In order to improve the economic well-being of City employees, the parties agree that a pension plan has been placed into effect, as of January 1, 1975, which will cover all eligible City employees. This is to be managed by the Public Employees Retirement Fund of the State of Indiana and is to be under its provision and direction. City and employees agree to make their proper contributions, as established by the State Agency, by payroll deduction.

SECTION 3: ***Health and Life Insurance***

3.A Full-time Active Employees

(A) The City agrees to continue its health insurance plan which includes major medical coverage and vision for City employees, wherein the City pays ninety-five percent (95%) and the employee pays five percent (5%) of the cost;

(B) The City agrees to provide a dental and co-pay prescription plan with which the City pays ninety-nine percent (99%) and the employee pays one percent (1%) of the cost;

(C) The City agrees to provide a twenty thousand dollar ($20,000) Life and Accidental Death Policy for each full-time City employee;

(D) The City agrees to provide a disability plan for each full-time employee in the amount of one hundred dollars ($100.00) weekly. The plan consists of a twenty-six (26) week benefit period, to be effective on the thirty-first (31st) day of absence. Plan to be conditioned on a

policy as established by the Clerk-Treasurer and the Board of Public Works and Safety pertaining to guidelines of eligibility.

(E) Insurance Deductible: In Network / $200 per individual and 400 per family Out of Network / $500 per individual and $1000 per family. The City will maintain all benefits in the current policy contract and in the event the **"Deductible Amount"** must be changed during the period of this contract, the City agrees to add that amount to the salary line.

(F) The city agrees to continue to provide the above plan or a similar plan for the life of this contract without increase of health, dental, or vision percentage paid by employees. Any future changes in the existing policy are a serious matter for discussion between the parties.

3.B Retirees

City agrees to provide those retirees who are eligible for retirement benefits pursuant to Public Employees Retirement Fund criteria, its health insurance plan which includes major medical, vision and co-pay prescription plan with the City paying ninety-five percent (95%) and the retiree paying five percent (5%) of the cost.

SECTION 4: ***Payment of Death Benefits***

In the event an employee of the City of New Castle dies having accrued benefits (vacation pay and/or PDO days), his/her estate shall be entitled to the same benefits as the descendent had he/she survived and terminated employment. The benefits shall be paid as follows:

(A) In the case of estate administration, to the personal representative of the estate, upon delivery to the Clerk-Treasurer of a certified copy of letters of appointment and consent to transfer approved by the County Assessor;

(B) In the case of no estate, to the person entitled to the benefits, upon delivery to the Clerk-Treasurer of an affidavit pursuant to Indiana Code 29-1-8-1 and consent to transfer approved by the County Assessor.

SECTION 5: ***Safety & Personal Equipment***

The City shall, where needed, provide the following safety equipment:

(A)
- (1) Boots
- (2) Rain suits
- (3) Goggles
- (4) Hardhats
- (5) Helmet liners
- (6) Safety gloves
- (7) Ear protection
- (8) Insulated coveralls

(B) Uniform rentals will be provided for employees permanently assigned to the Water Utility Meter Reader classification and Water Utility Meter Repair-Service-Read classification. All employees receiving uniforms or a uniform allowance are expected and required to wear such uniforms while on duty.

(C) Worn out or damaged items will be replaced when returned. The employee will pay for lost items at the City's cost, providing the City has furnished such employee with a locker.

SECTION 6: ***Commercial Driver's License***

The City shall determine which classes fall under the Indiana Commercial Driver's License Law. It shall be each affected bargaining unit employee's responsibility to obtain a Commercial Driver's License (CDL) and renewals as required by law. Under no circumstances shall an employee be permitted to operate a City vehicle requiring a CDL unless the employee possesses a valid license. Once the

employee obtains the CDL he/she shall provide the license to the City for photocopying. Copies will be maintained in the personnel files.

6.A PAYMENT OF RECERTIFICATION DOT/CDL

The employee will be responsible to maintain a proper and valid operator's license as required by State and Federal law for their respective job classification.

The City will reimburse an employee for the cost of renewing his/her CDL, providing the employee's probationary employment period has expired.

The City will pay the cost of the recertification physical as required from DOT/ CDL, provided the employee uses the Physician designated by the City. The City will enter into a contract with a Physician to provide this physical, with the City making direct payment to the Physician. The City will provide the employee with the contact information of the City's contract physician, upon request, and it will be the employee's responsibility to make the appointment and furnish his department head with a copy of the physical in a timely manner.

6.B NOTIFICATION TO THE CITY

If an employee is required to hold a valid CDL for his/her job classification or if an employee receives reimbursement for a CDL physical and/or license renewal, it is that employee's responsibility to inform the City immediately if his/her license is suspended, revoked, canceled, or is he/she is disqualified from driving. It is also the responsibility of the employee, who uses a city or personal vehicle to conduct city business, to notify the City immediately if his/her license is suspended, revoked, canceled, or if he/she is disqualified from driving.

6.C SUSPENDED OR REVOKED CDL:

An employee occupying a position for which a CDL is required shall be subject to classification reduction to a position not requiring a CDL, at the discretion of the City, if the employee fails to renew his/her CDL or has his/her CDL suspended or revoked.

6.D REMOVAL OF EMPLOYEE FROM CLASSIFICATION DUE TO LOSS OF ENDORSEMENT OR VALID LICENSE MANDATORY FOR JOB

(A) Notice to remove an employee from a classification under ARTICLE V, SECTION 7 will be in writing to both Union and employee.

(B) The job being vacated will be posted and the employee being removed will be placed on layoff status.

(C) If the removal of an employee under ARTICLE V, SECTION 7 is for non-medical reasons, the employee will remain on layoff pending completion of the job posting process initiated by this removal. (To a maximum of ten (10) working days)

(D) Upon completion of the posting process or ten (10) working days, the employee will replace the lowest seniority employee in the department providing they have seniority and are qualified.

(E) If there is no department position for the displaced employee to be placed in due to seniority and/or qualifications, the same procedure will be applied citywide to the lowest seniority employee if qualified.

(F) If, after the application of (D) and (E) above, there is no position which to place the employee because of seniority and/or qualifications, the employee will remain on layoff pending normal recall procedure.

(G) The City will not use the process of a displaced person under ARTICLE V, SECTION 7 to reduce the work force.

(H) When an employee's driving privileges are restored by the State of Indiana, he must wait a minimum of twelve (12) months before requesting restoration of driving privileges as a City

employee. A check of the Bureau of Motor Vehicles by the City's insurance carrier must show a clean driving record during this twelve (12) months and the ability to be insured by the carrier with no special consideration. The employee must secure a position through the normal job posting procedures.

(l) Must remain insurable with City Liability Insurance. The following accident policy will be in place for all "at fault" accidents within a 12 month period;

a. 1st at fault accident, Management will offer retraining.
b. 2nd at fault accident, Management will require retraining.
c. 3rd at fault accident within 12 months employee driving privileges will be restricted for 12 months along with demotion of position to Labor, he must wait a minimum of twelve (12) months before requesting restoration of driving privileges as a City employee. A check of the Bureau of Motor Vehicles by the City's insurance carrier must show a clean driving record during this twelve (12) months and the ability to be insured by the carrier with no special consideration. The employee must secure a position through the normal job posting procedures. (If 3 at fault accidents occur within a 6 month period Section 9.C (8) will be followed.)

SECTION 7: ***Compensation***

Compensation shall be determined annually pursuant to the provisions of Indiana Code 36-4-7-3 et.seq. which reads:

Ch. 7. City Budget Procedures and Compensation of Officers and Employee, Sect. 3

(a) This section does not apply to compensation paid by a city to members of its police and fire departments.

(b) Subject to the approval of the city legislative body, the city executive shall fix the compensation of each appointive officer, deputy, and other employee of the city. The legislative body may reduce but may not increase any compensation fixed by the executive. Compensation must be fixed under this section before:

1. November 1st for a third class city, and
2. November 1st for a second class city;

however, first presentation of the budget to the Department of Local Government and Finance occurs no later than July 31st.

(c) Compensation fixed under this section may be increased or decreased during the budget year for which it is fixed, the city executive.

(d) Not withstanding subsection (b), the city clerk may, with the approval of the legislative body, fix the salaries of deputies and employees appointed under IC 36-4-11-4.

The parties hereto agree submit economic issues and compensation generally no later than April 15th so that management may consider these costs when establishing budgets. Negotiations will begin on or before June 15th .

That compensation hereunder shall be fixed by the passage of the annual wage ordinance by the Common Council of the City of New Castle, all pursuant to the laws of the State of Indiana. A copy of the annual wage ordinance(s) covered by this contract will be attached hereto and incorporated herein. 2017 Classification Agreement will be attached hereto and incorporated here in.

7.A REIMBURSEMENT OF TEST AND RECERTIFICATION FEE

Employees of Water Pollution Control who take and pass the State of Indiana Test as required by the certifying agency for a Class I, II, III, or IV Operator will be reimbursed for the cost of the test.

Employees of the Water Utility who take and pass the State of Indiana Test as required by the certifying agency for a Grade CT, GF, PF, DS, or DS-L will be reimbursed for the cost of the test.

The fee for the annual or bi-annual renewal of certification, for those employees that maintain their certification in good standing with the State of Indiana certifying agency, will be reimbursed by the City.

This re-imbursement may be applied in other departments upon agreement of both parties.

7.B QUALIFIED SAFETY POSITIONS

The parties agree that there will be a trained qualified safety person in the Cemetery, Water, Water Pollution Control **(1 internal, 1 external, 1 Lab)**, and Building #2. These individuals will be paid, in addition to their regular rate of pay, sixty cents ($.60) per hour. The City shall establish criteria for qualification and training standards for safety persons in a memorandum of understanding upon agreement of the parties.

ARTICLE VI
VACATIONS

Beginning January 1, 1993, and each subsequent January thereafter, vacation days will be computed for all employees based on seniority each January 1. Beginning January 1, 2017 and each subsequent year thereafter, employees with less than required service years to earn 6 month, 1 year, 5 year and 10 year awards will be awarded their vacation days on the appropriate anniversary date of hire for those years only.

Six (6) months up to one (1) year	=	One (1) Week (5 days)
One (1) year up to five (5) years	=	Two (2) Weeks (10 days)
Five (5) years up to ten (10) years	=	Three (3) Weeks (15 days)
Ten (10) years or more	=	Four (4) Weeks (20 days)

Vacation pay shall be figured at straight time for forty (40) hours each week of the tentative vacation. The vacation schedule shall be submitted to the Supervisor by April 1st and seniority shall be considered in scheduling vacations, insofar as the same does not interfere with the orderly and efficient operation of the department.

These vacations may be reassigned at the employee's request if a mutually satisfactory time can be arranged. Annual vacations may not be accumulated nor will they be scheduled back to back.

Vacation days may be used for PDO's provided the employee notifies the City of the intent to do so before or on the first (1st) day of returning to work.

The parties agree that employees may receive pay in lieu of vacation time remaining at the end of each year if budget allows. The city will inform employees no later than December 15th of each year if funds are available.

ARTICLE VII
ABSENCES

SECTION 1: ***Lost Time***

The city does not provide "lost time" benefits to its employees. Employees must use available paid days off through PDO's, Vacations, Leave of Absence, or an Extended Leave of Absence. Doctor's statements are accepted per Article IV Section 12B to allow for Holiday pay and Article VII Section 3A for absences of 5 days only if the employee is taking paid leave. Doctor's statements are not accepted for absences if the employee is out of PDO's and/or vacation time and when the employee has not received approval of an allowed leave of absence. These absences will be considered unapproved and will be subject to disciplinary action, subject to review by Management on a case by case basis.

SECTION 2: ***Bereavement Leave***

(A) Full salary for five (5) working days will be allowed for the absence of an employee in case of the death of a member of the employee's immediate family. The five (5) working days shall include the day of the funeral. If a holiday falls within this bereavement period, the employee shall receive extra day(s) to compensate for the holiday(s).

The "immediate family for the purpose of this Contract includes the employee's:
Spouse, father, mother, stepparent, grandparents, child, stepchild, grandchild, brother and sister.

(B) Full salary for three (3) working days will be allowed for the absence of an employee in case of the death of, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law and spouse's grandparents. The same ruling applies to the death of a relative residing in the same household as the bereaved employee. The three (3) working days shall include the day of the funeral. If a holiday falls within this bereavement period, the employee shall receive extra day(s) to compensate for the holiday(s).

Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse and the spouse of the employee's brother or sister.

(C) At the time of death of any relative not covered in paragraph A or B of this SECTION, the employee will be granted upon request, three (3) unpaid bereavement days to attend decedent's funeral. This pertains to and is restricted to existing immediate family.

(D) When travel, for one of the aforementioned deaths, involves travel of more than 200 miles, vacation or PDO time may be granted to augment bereavement.

SECTION 3: ***Paid Days Off***

3A. Paid Days Off:

Full Time employees are allowed leave with pay when they or members of their immediate family are incapacitated due to sickness or injury or to attend to personal business.

All personnel who are employed on a full-time basis are entitled to Paid Days Off following the first eight (8) months of their employment and one (1) day for each month worked until 1 full service year effective January 1st to a maximum of fifteen (15) days.

Probationary employees are not entitled to Paid Day Off credit, for the first forty (40) days worked, toward his/her first year of Paid Day Off benefits.

On the first of the month following the month in which a new employee completes his/her eighth month of employment with the city, he/she shall be awarded 1 day per month until 1 full service year on January 1st where they will be awarded with all other employees. This is excluding any deductions for long term sick leave per contract language. Any employee off work for personal injury or illness during the eight (8) month period will have the time extended for the amount of time off. An employee on a workman's compensation disability, as a result of his/her employment with the City of New Castle will not be penalized.

Unused Paid Days Off shall accumulate in an Extended Leave Bank to one hundred (100) days. No PDO awards will be made over 100. It is agreed that any employee with a bank of 100 days will be awarded days as used to maintain 100 day bank up to the agreed 15 day award.

PDO time may be used in no less than 1 hour increments. Pay cannot be given unless the absence is reported. It is the responsibility of the employee to give notice to the employee's department head at the earliest possible time. Notice may be given by phone. An employee who is absent for more than five (5) consecutive days must present a physician's statement. The following information must be contained in the medical/doctor's statement for the "Paid Day Off" request to be approved.

-Date and location of visit (doctor, hospital, clinic, etc.).
- what period he/she was required to be absent from work due to the illness
-and that he/she is fit to return to full work duty
-Authorized signature of attending physician.

If a statement fails to include the above information, management reserves the right to deny approval of the Paid Day Off(s).

Temporary, part-time and probationary employees are not entitled to PDO benefits. Beginning January 1, 2013 and each January 1 thereafter, Paid Days Off shall be computed at thirteen (15) days per calendar year. If any employee retires and is immediately eligible for pension for his/her City employment, he/she will receive pay for unused Paid Days Off that he/she has accumulated. Parties agree that any employee hired before 1/1/2014 will receive payment upon retirement, death, layoff or termination. Employees hired after 1/1/2014 will receive payment upon retirement, death or layoff, no payment will be made for termination.

3.B Paid Extended Leave Day Bank:

Unused PDO's accrued in a calendar year may be deposited in the employee's Extended Leave Bank at the end of that year.

An employee's Extended Leave Bank may contain no more than 100 (one hundred) paid Extended Leave days. Employees may use Extended Leave time, upon request, from their personal Extended Leave bank upon approval by their immediate supervisor. Any Extended Leave of Absence, must have the approval of the Mayor and/or Clerk Treasurer or his/her designee. An Extended Leave of Absence is defined as an absence in excess of 5 days. Extended Leave compensation will be approved by supervisory discretion on a case by case basis including, but not limited to, the following reasons:

- Illness
- Maternity
- Family Illness
- Retirement

Use of paid Extended Leave time must be approved in advance, with supporting medical documentation, unless otherwise agreed by Management and the Union. Extended Leave time may be considered for an extension of time served for retirement purposes. An employee wishing to use paid days off from their Extended Leave Bank must notify their immediate supervisor at least two (2) weeks in advance, unless for medical emergencies (i.e. hospitalization, accidental injury, etc.)

3. C Annual Incentive:

Employees will be awarded $750.00 by July 31st

Retirees will be pro-rated for the 6 months.

3. D Attendance Incentive for No Zero:

Employees will be awarded $150.00 bonus for No Zero from Jan 1st to June 30th paid July 28th.

Employees will be awarded $150.00 bonus for No Zero from July 1st to Dec 31st paid Dec 15th.

SPECTION 4: ***Leave of Absence***

For good and sufficient reason, a leave of absence without pay, will be granted by the employer for a period not to exceed six (6) months to an employee who, on account of personal illness or injury has used all available PDO's.

A leave of absence for injury or illness must be substantiated, with satisfactory medical evidence of the employee's condition to the Board of Public Works and Safety or Clerk-Treasurer.

If an employee is not able to return at or before the expiration of this period, his/her case shall be reviewed by the employer and, if the facts justify, an extension up to six (6) months may be granted which, in exceptional circumstances, may be further extended. Seniority will accumulate during leaves, unless otherwise stated in the leave of absence. An employee who takes other employment while on leave of absence will be considered as having resigned.

SECTION 5: ***The Family and Medical Leave Act of 1993***

Eligible employees will be granted up to twelve (12) unpaid work weeks of leave during any twelve (12) month period to recover from a serious health condition, care for a newly born or adopted son or daughter, or care for a spouse, parent, son, or daughter who is suffering from a serious health condition. A leave is equally available to men and women.

In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child.

To qualify for this leave the following stipulations apply:

(A) An employee must have been employed by the City for at least twelve (12) months and have worked at least 1250 hours during the twelve (12) months before the leave is requested.

(B) The parent must be the biological parent of the employee or an individual who stood in place of a person standing in as a parent.

(C) The son or daughter must be the biological, adopted, or foster child, a stepchild, a legal ward, or child of a person standing in as a parent.

(D) A serious health condition is an illness, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

(E) This request must be returned to the Mayor, Board of Public Works and Safety, and/or Clerk-Treasurer, at least thirty (30) days prior to the first date of request for Family or Medical Leave. If the need for the leave is not foreseeable thirty (30) days in advance of the leave, this request must be returned to the Mayor, Board of Public Works and Safety, and/or Clerk-Treasurer, as soon as practical. If you have no advance warning of the need for a leave, you must provide

some warning of the need for a leave, you must provide some form of notice to the Mayor, Board of Public Works and Safety, and/or Clerk-Treasurer, within one or two (1 or 2) days of when you become aware of the need for leave.

(F) Employees must use all his/her paid vacation and personal paid days off and then may use up to fifty percent (50%) of accumulated extended leave bank, to a maximum of thirty (30) days for any part of the twelve (12) week mandated period, before going on unpaid leave. If FMLA leave request is for a family member, scheduled vacation days will not be counted as/against FMLA leave for the employee. A twelve (12) week extension may be granted in exceptional circumstances.

(G) In addition to the request for the leave, employees must provide documentation from a health care provider stating that he/she is unable to perform his/her job duties because of the serious health condition or that the employee is needed to care for the family member.

(H) Employees are to return to either the same or equivalent position when the leave ends.

(I) The employee will be responsible for his/her share of health insurance costs during the leave, if they are eligible.

(J) It is intended that this ARTICLE comply with the Family Medical and Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with the agreement.

SECTION 6: LEAVE OF ABSENCE FOR UNION BUSINESS

An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay. Any request for such leave shall be submitted, in writing, by the Union to Management. Such leave will not be unreasonably denied.

During the period of such leave, the employee shall continue to accrue seniority, however, while on Union leave of absence shall not accrue sick, vacation, or personal leave time.

During the period of the leave the employee shall be entitled to coverage of city health, dental, life insurance, and retirement programs, provided premiums or contributions are paid by the employee.

Upon return from a leave of fifteen (15) working days or less, the employee will be returned to the previous position held. If the leave exceeds fifteen (15) working days, the employee will be returned to the first open position qualified for.

Upon return from leave, the employee shall receive any salary adjustment granted to all employees in the same position.

Article VIII

2017 HOLIDAY OBSERVANCE

Employees shall receive 16 paid holidays per year as listed below. Election Days in May and November will be observed as holidays during election years. On non-election years employees will receive two (2) Floating Holidays to be used at a time agreeable between both the employee and the employee's immediate supervisor.

We the undersigned being all representatives of the Local 1478 American Federation of State, County and Municipal Employees AFL-CIO Council 962, and/or the administration of the City of New Castle, Indiana, have read the proposed contract agreement and each of us given our approval and agree to be bound by the terms thereof for the term of this agreement.

We sign this of our own free will and under no duress or coercion of any kind.

New Castle Board of Works and Safety, by:

Greg York, Mayor

Dave Barker, Director of Public Works

David Copenhaver, City Attorney

New Castle Clerk Treasurer

Christy York

AFSCME, AFL-CIO, Indiana Council #962

Jay Wallace, Representative

AFSCME Local 1478, by:

Brian Slavey, President

Ryan Stearns, Vice President

Lee Walker, Chief Steward

Chester Chaney, Executive Board

Date of BOW Approval

Date of Union Approval