

AGREEMENT BY AND BETWEEN

CITY OF CARLISLE



and

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**



January 1, 2025

Through

December 31, 2027

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ARTICLE 1 PREAMBLE

Section 1.1 This Agreement is made and entered into this ____ day of _____, 2024, by and between the Municipality of Carlisle, Ohio, hereinafter referred to as the "Employer" or the "Municipality", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC", solely as it relates to the Municipality of Carlisle Division of Police employees within the bargaining unit. The purpose of this Agreement is:

To comply with the requirements of Ohio Revised Code Chapter 4117; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 RECOGNITION

Section 2.1 The Employer hereby recognizes the FOP/OLC, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the full-time Patrol Officer classification within the Municipality of Carlisle Division of Police as certified by the State Employment Relations Board in Case Number 01-REP-04-0091, dated July 16th, 2001.

Section 2.2 The Police Chief, Lieutenants, Sergeants, Dispatchers and all other employees are specifically excluded from the bargaining unit.

ARTICLE 3 FOP/OLC REPRESENTATION

Section 3.1 Non-employee representative(s) of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings with prior approval by the Municipality Manager or designee. Upon arrival, the FOP/OLC representative shall identify himself to the Municipal Manager or his designee.

Section 3.2 The Employer shall recognize three (3) employees, designated by the employees of the certified bargaining unit and approved by the FOP/OLC, to act as FOP/OLC representatives for the purposes of representation as outlined under this Agreement.

Section 3.3 No employee shall be recognized by the Employer as a FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection as a FOP/OLC representative by the employees of the certified bargaining unit.

ARTICLE 4 DUES DEDUCTION

Section 4.1 The Employer agrees to deduct regular FOP/OLC dues and fees for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the voluntarily signed written dues deduction authorization to the Employer's payroll offices. This dues deduction shall be given effect until the employee revokes the authorization by written notice to the Employer's payroll officer or until the employee's employment with the Municipality is terminated. The Employer shall forward the aggregate of the dues and fees deducted over 24 pay periods via ACH payments or by regular U.S. mail, to the FOP/OLC's designated financial officer at 222 East

Town Street, Columbus, OH 43215-4611, together with an itemized list of the members for whom dues deductions were made.

Section 4.2 The FOP/OLC hereby indemnifies and holds the Municipality and/or the Municipality's payroll officer harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claim(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

Section 4.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the deduction of dues, and the FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from dues deductions made by the Employer. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

ARTICLE 5 VACANT

ARTICLE 6 NON-DISCRIMINATION

Section 6.1 The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, gender identity, marital status, race, color, creed, national origin, disability, sexual orientation, veteran status, or political affiliation. The FOP/OLC shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 6.2 Both parties recognize and agree that affiliation with the FOP/OLC is at the discretion of each individual employee. Employees in the classification comprising the bargaining unit covered by this Agreement have the right to participate or not participate in the FOP/OLC as they see fit. Neither party to this Agreement shall exert any pressure on any employee as regards to such matters.

Section 6.3 Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1 Except insofar as this Agreement expressly provides otherwise, the Municipality reserves and retains, solely and exclusively, the right to operate, manage, and direct the Division of Police of Carlisle, Ohio. Such rights shall include, but not be limited to the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the 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 operations;
4. Determine the overall methods, process, means, or personnel by which governmental 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;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement

ARTICLE 8 DISCIPLINE

Section 8.1 The Employer may take progressive disciplinary action against any employee in the bargaining unit only for just cause.

Section 8.2 Such disciplinary action shall take the following forms:

1. Documented oral reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Discharge from employment.

Section 8.3 The Employer may require an officer to undergo testing for use of controlled substances and/or alcohol on reasonable suspicion of being under the influence while on the job. An employee, upon request, may have a union representative present at drug testing. Such testing will be done using accepted and recognized procedures, including procedures to protect individual privacy.

Section 8.4 Discussions regarding behavior or corrective action shall be conducted in a professional manner between the Employer and the employee.

ARTICLE 9 PRE-DISCIPLINARY CONFERENCE

Section 9.1 Anytime the Employer or his designee determines that an employee may be disciplined for just cause, a pre-disciplinary conference will be scheduled with the Municipal Manager or his designee. The employee shall receive a list of the charges and their particulars not less than forty-eight (48) hours prior to the scheduled starting time of the conference.

Section 9.2 The employee shall provide a list of witnesses as far in advance as possible, but not later than eight (8) hours prior to the pre-disciplinary conference. It is the responsibility of the employee to notify the witnesses that their attendance is desired.

Section 9.3 The employee or his representative will be permitted to confront and cross examine witnesses. A written notice will be prepared outlining the position of the employee and a conclusion as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the written notice will be provided to the employee upon completion of the report.

Section 9.4 Any employee who may be subject to disciplinary action ("charged employee") shall be apprised of the following:

1. The employee's right to representation by a FOP/OLC representative of his choice;
2. The conference may be postponed for reasonable cause by the employee's representative or the Municipality for up to seventy-two (72) hours beyond the originally scheduled time;
3. The charged employee may, in writing, waive the pre-disciplinary conference and/or submit a written statement on his behalf.

Section 9.5 Pre-disciplinary conferences are not required for disciplinary situations that ultimately result in a written or oral reprimand.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean a difference or dispute between the parties or an employee concerning the application, meaning or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 10.2 In all grievance proceedings the employee has the right to be represented by an FOP/OLC representative of his choice.

Section 10.3 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was filed in writing;
4. Date and time grievance occurred;
5. Where grievance occurred;
6. Description of incident giving rise to the grievance;
7. Articles and sections of Agreement violated;
8. Desired remedy to resolve grievance.

Section 10.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon the mutual consent of the parties.

Section 10.5 All grievances shall be settled in the following manner:

Step 1. The employee or his representative shall present a written grievance to the Chief of Police or his designee within seven (7) calendar days from the date on which the grievance arose or the earlier of the date that the employee knew or should have known of the grievance. The Chief of Police or his designee shall respond in writing to the grievance within seven (7) calendar days from his receipt of the grievance.

Step 2. If the grievance is not resolved in Step 1, the employee or his representative shall present the written grievance to the Municipal Manager or his designee within seven (7) calendar days

from the response to the grievance from the Chief of Police. The Municipal Manager or his designee shall render a written decision within seven (7) calendar days of his receipt of the grievance form. The Municipal Manager's (or designee's) decision concerning grievances regarding documented oral or written reprimands shall be final and binding and such grievances shall not be processed further and shall not be arbitrated.

Step 3. If the grievance is not resolved in Step 2, the FOP/OLC may file a notice of intent to arbitrate within fourteen (14) calendar days upon receipt of the Municipal Manager's (or designee's) decision. The Employer and the FOP/OLC shall jointly agree to request a list of nine (9) arbitrators who reside within a 125 mile radius from the Municipality of Carlisle from either the Federal Mediation and Conciliation Services (FMCS) or the Arbitration and Mediation Service (AMS). The parties shall use the strike and rank method to choose an arbitrator from the list of nine (9) arbitrators submitted to the parties from the FMCS or AMS. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AMS.

Section 10.6 Unless otherwise agreed to by the Municipality and the FOP/OLC, the Arbitrator shall render his decision in writing within thirty (30) calendar days of the hearing. The Arbitrator's decision shall be final and binding upon the parties. The sole function of the Arbitrator shall be to interpret the express written provisions of the Agreement and apply them to the specific facts presented at the hearing. The Arbitrator shall have no power or authority to change, amend, modify, add to, delete from, or otherwise alter this Agreement.

Section 10.7 The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne equally. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the Municipality and the FOP/OLC. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

ARTICLE 11 PROBATIONARY EMPLOYEES

Section 11.1 Each new employee shall be required to serve a probationary period of twelve (12) months. The probationary period may be extended up to six (6) months upon mutual agreement by the Municipal Manager and the employee. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no right of appeal under this Agreement.

Section 11.2 Employees placed in a different classification within the bargaining unit shall be required to serve a probationary period of up to six (6) months. The Chief of Police may extend the probationary period up to an additional six (6) months. In which case, the employee shall be notified in writing. If his performance is unsatisfactory, he shall be returned to his former position without prejudice.

ARTICLE 12 PERSONNEL FILES

Section 12.1 Each employee may inspect his personnel file during normal business hours of City Hall.

Section 12.2 If an unfavorable statement is placed in the file, the employee shall be given a copy of the statement and the right to attach a statement of rebuttal or explanation within 14 days of being placed in the personnel file. The employee will be required to initial and date the statement only to indicate

that he has received a copy of the statement before it was placed in the file. If the employee refuses to sign, the letter is marked "Refused to Sign" and dated.

Section 12.3 No unfavorable anonymous material of any type shall be included in the employee's personnel file.

Section 12.4 Upon written request of the employee, a documented oral reprimand or written reprimand shall be removed from the employee's personnel file eighteen (18) months from the date of issuance provided that there has been no intervening discipline. Upon written request of the employee, suspensions shall be removed from the employee's personnel file five (5) years from the date of issuance provided that there has been no intervening discipline. Verbal and written counselings, along with training memos, are not regarded as disciplinary actions and will not be included in the personnel file.

ARTICLE 13 SENIORITY

Section 13.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. If continuous service is broken and the employee is not reinstated, the employee loses all previously accumulated seniority.

Section 13.2 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3 Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

ARTICLE 14 LAYOFF AND RECALL

Section 14.1 The Employer agrees that all part-time police personnel will be laid off prior to and during the layoff period of any bargaining unit employee.

Section 14.2 When the Employer determines that a layoff or job abolishment is necessary, it shall notify the affected employees ten (10) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the FOP/OLC, agrees to discuss with FOP/OLC representatives the impact of the layoff on bargaining unit employees.

Section 14.3 Layoffs in the Patrol Officer classification shall be in the inverse order of seniority, with the least senior Patrol Officer being laid off first. Ties in seniority shall be broken in the following manner:

- A. The score on of a written employment entrance Test will be used with the highest score being considered most senior and the least score considered least senior for the purposes of this article;

If two (2) or more employees have the same score as determined in ("A") then,
- B. The Date of Application for Employment shall be used with the earliest date being considered more senior and the latest date considered least senior for the purpose of this article.

Section 14.4 Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 14.5 Notice of recall shall be sent to the employee by certified mail. The Employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 14.6 The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by the parties.

ARTICLE 15 NO STRIKE/NO LOCKOUT

Section 15.1 During the life of this Agreement or any extensions hereof, the FOP/OLC, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy strikes, unfair labor practice strikes or economic strikes), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the Municipality. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed by the Employer to have engaged in such a strike on such date or dates.

Section 15.2 In the event any employee covered hereunder is engaged in any violation of Section 15.1 above, the FOP/OLC shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 15.1. The FOP/OLC, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, or lend support to any strike or other activity in violation of this Article. The FOP/OLC further agrees not to oppose any injunctive relief sought by the Municipality to return employees to duty and cease the activities referred to in Section 15.1.

Section 15.3 Any strike or any other prohibited activity entered into or called for by the FOP/OLC shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 15.4 The Municipality shall have the right to impose discipline up to and including discharge for any employee who authorizes, encourages, participates in, sanctions, or ratifies any strike or other activity in violation of Section 15.1.

Section 15.5 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the Employer's terms regarding a labor relations dispute. Any violation of this section by the Municipality shall constitute a breach of this Agreement and abrogate the obligations of the FOP/OLC and the employees under this Article.

Section 15.6 Nothing in this Article shall be construed to limit or abridge the FOP/OLC's or the Employer's right to seek other available remedies provided by law to deal with any violation of Ohio Revised Code Sections 4117.15, 4117.16, 4117.11(A) or (B).

ARTICLE 16 WORK PERIOD AND OVERTIME

Section 16.1 The Employer agrees to pay overtime for all hours worked over forty (40) hours in a work week, which is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

Section 16.2 Overtime compensation shall be monetary compensation at the rate of one and one-half times the employee's regular hourly rate of pay that is in effect at the time overtime compensation is earned. Employees may elect to take all or any part of overtime in the form of compensatory time, in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one-hundred twenty (120) hours at any given time.

Section 16.3 There shall be no pyramiding of overtime.

ARTICLE 17 COURT TIME/CALL-IN TIME

Section 17.1 Any employee called into work at a time outside of his regularly scheduled shift, which does not abut his regularly scheduled shift, shall be paid the greater of the actual time worked or the minimum of three (3) hours, at his or her regular rate of pay.

ARTICLE 18 FUNERAL LEAVE

Section 18.1 Upon the death of an immediate family member or relative living in the same household, an employee shall be granted in each instance up to three days leave to attend the funeral, unless extended by the Municipal Manager or designee. Immediate family shall be defined as spouse, significant other (defined as a person in place of a spouse who resides in the same home as the employee), parent, step-parent, child, sibling, step-sibling, stepchild, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-or-daughter-in-law, aunt, or uncle.

ARTICLE 19 WAGES AND COMPENSATION

Section 19.1 Effective the first pay period paid out in fiscal year 2025, employees shall be compensated at the rate of pay in the below wage scale commensurate with their step placement. Employees will advance in their step placement from fiscal year 2024 to fiscal year 2025 provided the employee receives a satisfactory performance evaluation. Employees serving a probationary period will not advance on the step schedule until the first full pay period following the completion of their probationary period. Employees shall not advance in their assigned pay range on their anniversary date or at any other time other than that specified above.

***Signing Bonus:** Employees will receive a one-time lump-sum signing bonus of \$3,500, which will be paid at the first pay period of January 2025.

January 1, 2025 (10% increase):

Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$ 26.44	\$ 27.24	\$ 28.05	\$ 28.90	\$ 29.77	\$ 30.65	\$ 31.58

Section 19.2 Effective the first pay period paid out in fiscal year 2026 employees shall be compensated at the rate of pay in the below wage scale commensurate with their step placement provided the employee receives a satisfactory performance evaluation. Employees will advance in their step placement from fiscal year 2025 to fiscal year 2026. Employees serving a probationary period will not advance on the step schedule until the first full pay period following the completion of their probationary period. Employees shall not advance in their assigned pay range on their anniversary date or at any other time other than that specified above.

January 1, 2026 (6% increase):

Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$ 28.03	\$ 28.87	\$ 29.73	\$ 30.63	\$ 31.55	\$ 32.48	\$ 33.48

Section 19.3 Effective the first pay period paid out in fiscal year 2027, employees shall be compensated at the rate of pay in the below wage scale commensurate with their step placement. Employees will advance in their step placement from fiscal year 2026 to fiscal year 2027 provided the employee receives a satisfactory performance evaluation. Employees serving a probationary period will not advance on the step schedule until the first full pay period following the completion of their probationary period. Employees shall not advance in their assigned pay range on their anniversary date or at any other time other than that specified above.

January 1, 2027 (6% increase):

Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$ 29.71	\$ 30.60	\$ 31.52	\$ 32.47	\$ 33.45	\$ 34.43	\$ 35.48

Section 19.4 The employer reserves the discretion to place new employees on the appropriate step based upon an applicant's training, education, and experience. However, lateral hires must have a minimum of two (2) year's full-time law enforcement experience with another department to be placed at Step B of the pay scale.

Section 19.5 **Field Training Officer (FTO) Pay.** Field Training Officers (FTOs) shall receive an additional one dollar (\$1.00) per hour for hours during which they are assigned to perform FTO duties.

ARTICLE 20 EDUCATION ASSISTANCE

Section 20.1 Educational Assistance: Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. Courses must be taken on the employee's own time. The Municipality has the sole discretion to make a reasonable determination whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Finance Director prior to registering for the class for more information, current rules and requirements, amounts of reimbursement, or other questions about the educational assistance program. Reimbursement will not occur unless prior approval and notification of

the Manager and/or the Finance Director. When all conditions have been satisfactorily met, the Municipality will reimburse employees according to the following schedule:

<u>Grade</u>	<u>Reimbursement</u>
A	100% reimbursement
B	90% reimbursement
C	80% reimbursement
Below a C	none

Program approval is subject to the annual appropriations ordinance with a maximum of \$1,000 per employee per year.

ARTICLE 21 INSURANCE

Section 21.1 Bargaining Unit members are eligible to participate in any health insurance program offered by the Municipality starting on the first of the month following their start date, or upon the requirements of the employer's group insurance plan. If the Municipality requires employees to share in the cost of insurance premiums, employees covered under this agreement shall be responsible for no more than the percentage monthly premium paid by non-bargaining unit members. Premium payments will be made through payroll deductions.

Section 21.2 Life Insurance shall be provided to each regular full-time employee on the first of the month following their start date, or upon the requirements of the employer's group insurance plan. The schedule of benefits shall be equal to non-bargaining, classified members of the employer.

ARTICLE 22 UNIFORM ALLOWANCE

Section 22.1 The Employer shall provide the initial issue of required uniform and equipment items at no cost to each employee as lists in Section 22.2 (A). A \$1,000 per year uniform allowance will be provided by the Municipality in January upon completion of the probationary period and every following year while employed as a Full-Time Carlisle Police Officer. Uniform allowance checks will only be issued in January of each year and at no other time and cannot exceed \$1,000 per year. Employees who are still serving in a probationary period are not eligible for a uniform allowance. The uniform allowance is prorated based off one calendar year. If an employee's leaves employment, the uniform allowance shall be prorated and withheld the difference from the final paycheck of the employee.

Section 22.2 Issued Equipment and Maintenance

A) The Employer shall maintain and replace on an as-needed basis as determined by the Chief of Police and/or his/her designee unless the equipment is altered or modified by the Employee. Body armor will be replaced on an as-needed basis or at the appropriate recommendation of the manufacturer.

- 1) 1 ea. Carlisle Police Badge & Identification Card
- 2) 1 Wallet badge
- 3) 1 ea. Police Hat w/Hat Badge
- 4) 1 Departments issued Baseball Style Hat
- 5) 1 ea. Collar Brass
- 6) 1 ea. Police Coat w/Liner
- 7) 1 ea. Department Issued Fire Arm.
- 8) 3 ea. Magazines
- 9) 1 ea. Police Ties
- 10) 1 ea. Approved Body Armor (Vest)and vest carrier

- 11) 1 ea. Outer Police Belt 12) 1 ea. Inner Police Belt 13) 1 ea. Holster
 - 12) 1 ea. Double Ammunition Magazine Holder
 - 13) 1 ea. Double Handcuff Case w/Cuffs and key
 - 14) 1 ea. Whistle with chain
 - 15) Collar Brass
 - 16) 1 Flashlight Duty Belt Holder
 - 17) Ballistic Plates
- B) The Employee shall maintain and replace on an as-needed basis as determined by the Chief of Police and/or his/her designee.
- 1) 3 ea. Police Shirt Short Sleeve
 - 2) 3 ea. Police Shirt Long Sleeve
 - 3) 4 ea. Police Pants
 - 4) 1 ea. Name Plate with years of service
 - 5) Department issued Headwear
- C) The following equipment will be issued by the Employer upon certification and maintained or replaced by the Employer on an as-needed basis:
- 1) 1 ea. Pepper Spray Holder w/Spray
 - 2) 1 ea. ASP Holder w/ASP
 - 3) Department issued Taser and holster

Section 22.3 Personal articles not covered by insurance that are destroyed, damaged, lost or stolen in the line of duty, will be replaced or repaired by the Municipality. Replacement or repair of the personal article must be approved by the Chief of Police. Personal articles are defined as eyeglasses, contact lenses, dentures or any other health or safety items and watches. Reimbursement for watches is limited to fifty dollars (\$50.00).

ARTICLE 23 TRAVEL AND TRAINING ALLOWANCES

Section 23.1 Any legitimate expense allowance authorized by ordinance or established Municipal policy shall be in addition to regular salary.

Section 23.2 Employees required to use their own vehicle: (1) on official Municipal business; or (2) for Municipal-related travel, approved by the Municipal Manager or designee, as being in the best interests of the Municipality, shall be reimbursed at the then current I.R.S. mileage reimbursement allowance rate plus parking expenses incurred for which receipts are presented to the Finance Director. When there is availability for lodging that's included with a multiple day event Municipality will reimburse one trip to and from the venue should their personal vehicle be used. Management reserves the right for approval of personal vehicle use should a municipality vehicle be available for the travel. Should employees choose to use their personal vehicle when a Municipality vehicle is available it will be at their expense. The mileage will be calculated using the current I.R.S. mileage rate.

Section 23.3 Employees who travel: (1) on official Municipal business; or (2) for training or professional development purposes, approved by the Municipal Manager or designee as being in the best interests of the Municipality, shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals.

Section 23.4 Registration or other required fees for training, conferences, seminars or other such events deemed to be in the best interests of the Municipality, when approved by the Municipal Manager or designee, shall be paid for the employee either by direct payment or by reimbursement.

Section 23.5 All travel and training allowances are at the limitations of the annual appropriations ordinance.

ARTICLE 24 HOLIDAYS AND PERSONAL DAYS

Section 24.1 Holiday Leave. The following days shall be observed as Holidays by employees of the Municipality of Carlisle Police Department. All holidays will be observed on the actual calendar day of the holiday.

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Section 24.2 Employees working the holiday will be compensated at a rate of one and one-half times their normal hourly rate plus a total of one regularly scheduled shift at their regular hourly rate of pay.

Employees who are scheduled off on a recognized holiday will be compensated a total of one regularly scheduled shift at their regular hour rate of pay.

Employees who are scheduled to work and call off sick the day before, the day of, or the day after a holiday shall forfeit their right to holiday pay for that day, unless there is documented, extenuating circumstances which prohibit the employee from reporting to duty.

Section 24.3 Personal Leave: Each employee is authorized four (4) days per year of personal leave. The four (4) days shall equal four (4) regularly scheduled shifts. A reason for this type of leave is not required. Personal leave will not accumulate from year to year. Personal leave will be controlled by the Chief of Police but will not be unreasonably denied. Probationary employees are not entitled to personal leave.

ARTICLE 25 VACATION

Section 25.1 Vacation leave will be granted to employees per the schedules below.

0 – 4 years	80 hours - 3.077 hours per pay
5 – 9 years	120 hours – 4.615 hours per pay
10 – 14 years	160 hours – 6.154 hours per pay
15 – 24 years	200 hours – 7.692 hours per pay
25 years plus	240 hours – 9.231 hours per pay

Section 25.2 The employment anniversary date all employees shall be their day of appointment. Vacation time for all regular full-time employees with at least twelve (12) months of service shall be credited each January 1st. Probationary employees shall accrue two weeks of vacation during

their first year of employment and are eligible to take up to one week of vacation after six months of employment.

Section 25.3 The scheduling of vacation leave will be at the discretion of the Chief of Police. A form prescribed by the Payroll Office shall be used for all claims of this leave.

Section 25.4 Carry-over of Vacation Leave. Employees may carryover up to a maximum of 40 hours from one fiscal year to the next.

Section 25.5 If an employee leaves the employment of the Municipality, the Finance Director shall calculate the amount of vacation time accrued from January 1st to the date of retirement/termination. The amount of vacation time carried over from prior years shall be added to the accrued amount to determine the total earned vacation amount. The amount of vacation time taken by the employee in that same year shall be deducted from the earned amount to determine the net amount of vacation earned by the employee. If the employee leaves in good standing, the difference shall be paid to the employee in cash, or deducted from the final paycheck. Any additional amounts owed shall be billed to the employee. No payment of net earned vacation amounts shall be paid to employees that do not leave in good standing. Any unearned vacation taken by the employee that does not leave in good standing shall be deducted from the final paycheck and/or billed to the employee.

ARTICLE 26 SICK LEAVE

Section 26.1 Sick leave with full pay may be granted to the extent earned and accumulated by an employee, provided that it is not abused. Each regular full-time employee of the Municipality shall accumulate sick leave at a rate of 4.62 hours for each completed eighty hours of service. Sick leave may be used for the following:

- a. Illness or injury of an employee or a member of his immediate family, wherein the employee's presence is required.
- b. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee's presence.
- c. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- d. Pregnancy and/or childbirth and other conditions related thereto.

Immediate family shall be defined as the following individuals who normally reside in the Employee's home: spouse, significant other (defined as a person in place of a spouse who resides in the same home as the employee), children/step-children, parents, or legal guardian and grandparents.

Section 26.2 Documentation. Employees absent on sick leave for more than three days shall submit a claim for sick leave. A form prescribed by the Payroll Office shall be used for all claims of this leave. Failure to submit the sick leave claim form when required would result in the employee being determined to be on leave without pay and a deduction in the subsequent payroll period. The claim form should be forwarded with the employee's time sheet.

Section 26.3 Conversion /Cashing of Sick Leave to Vacation Leave - Once any regular fulltime employee accumulates in excess of 720 hours of sick leave, he/she may, from time to time, convert any sick leave in excess of 720 hours to vacation leave at a rate of three hours sick leave for one hour of vacation leave, upon written request and approval by the Manager. Any regular full-time employee that accumulates more than twelve hundred (1,200) hours of sick leave shall automatically have that

additional sick leave converted to vacation leave at a rate of three hours sick leave to one hour vacation leave at the first pay period of the fiscal year or upon written request of the employee.

Section 26.4 Cashing of Sick Leave. An employee who retires under the provisions of a retirement plan or who dies while an employee will be compensated for accumulative sick leave per the following table:

Number of Sick Leave Days Accumulated <u>(Calculated at 8 hour days)</u>	One Day's Pay Provided for the Number of Sick Leave Days Divided by
Less than 60	3
60 or more	2

Section 26.5 Contributing Sick Leave Credits to Another Employee. Any full-time Municipal employee may contribute up to 40 hours to another full-time Municipal employee who is afflicted with a serious illness or injury and has, or is likely to, exhaust the sick leave credits to which they are entitled. The Municipal Manager will make all determinations with respect to this type of sick leave transfer.

Section 26.6 Abuse of sick leave, sick leave fraud, falsification of a written, signed statement or altering a physician's statement or certificate may be grounds for disciplinary action, up to and including discharge.

ARTICLE 27 MISCELLANEOUS LEAVES

Section 27.1 Leave for jury duty and related public service where such are in the best interests of both the public and the employee may be approved by the Municipal Manager or his designee with full pay, less any compensation that the employee receives for performance of such duty or service, provided the employee promptly returns to work when excused temporarily or permanently from the jury duty or public service.

Section 27.2 Reasonable leaves with or without pay may be authorized by the Municipal Manager or his designee.

Section 27.3 Each employee shall be granted a military leave of absence to serve on duty with state and/or federal armed forces. Such leave shall be governed by the applicable local, state or federal law.

ARTICLE 28 INJURY LEAVE

Section 28.1 In the event an employee is absent from work as a result of a job related injury, as determined by the Bureau of Worker's Compensation, the employee may use accumulated sick leave, compensatory leave, Holiday leave or vacation leave during the time of their absence. If the Bureau of Worker's Compensation deems the injury to be work related and provides payment to the employee for time lost from work as a result of the injury, sick leave used shall be reinstated. Reinstatement shall occur upon receipt by the Municipality of compensation from the Bureau of Worker's Compensation.

Section 28.2 Extended leaves of absence may be granted at the sole discretion of the Municipal Manager or his designee in cases where an employee suffers an injury, temporary disability,

extended illness or disease which makes it impossible, unfeasible, unsafe or otherwise inadvisable for the employee to perform the duties of his job. An employee may be compensated during such extended leave by using available compensatory leave, Holiday leave, vacation leave and sick leave.

ARTICLE 29 SEVERABILITY

Section 29.1 Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, and then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. The parties agree that should any provision of this Agreement be found invalid, they will schedule a meeting within (30) calendar days at a mutually agreeable time to negotiate alternative language. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 30 LABOR-MANAGEMENT COMMITTEE

Section 30.1 A committee consisting of up to three members of Management and up to a total of three members from the FOP will meet from time to time by mutual consent to discuss issues of mutual concern. Agenda items will be exchanged, in writing, three days in advance of any scheduled labor-management meeting.

ARTICLE 31 DURATION

Section 31.1 This Agreement shall be effective January 1, 2025 and shall remain in full force and effect through December 31, 2027.

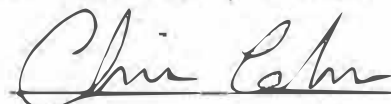
Section 31.2 All sections of this Agreement shall remain in force and effect until a new Agreement is reached.

SIGNATURE

In Witness Whereof, the parties have hereunto signed by their authorized representatives this _____ day of _____, 2024.

For the Municipality of Carlisle

For the FOP/OLC









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