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10/30/2013

**AN AGREEMENT BY AND BETWEEN**  
**CARLISLE TOWNSHIP I.A.F.F. 2979**  
**AND THE**  
**CARLISLE TOWNSHIP BOARD OF TRUSTEES**  
**January 14, 2013 – January 10, 2016**

**COPY ORIGINAL**

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**ARTICLE I**

**PREAMBLE**

***SECTION 1***

- 1) This agreement is entered into by and between Carlisle Township I.A.F.F. Local 2979, hereinafter referred to as the Union, and the Board of Trustees of Carlisle Township, Ohio, hereinafter known as the Employer. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Union and the Employer; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standard of wages, hours, and other terms and conditions of employment.

**ARTICLE II**

**RECOGNITION**

***SECTION 1***

- 1) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Carlisle Township Fire Department as certified by the State Employees Relations Board on December 31, 2009, Case number 09-MED-12-1511.

**ARTICLE III**

**DUES CHECKOFF - FAIR SHARE FEE**

***SECTION 1***

- 1) **Dues Deduction.** The Township Fiscal Officer will deduct Regular Bi-weekly Dues in the amount certified in writing to the Township by the Secretary of I.A.F.F. Local 2979, from the pay of any member who timely executes the Unions authorization form which is attached as *Appendix B*. No other authorization form will be recognized. Any members who complete dues deduction authorization cards shall have their dues deduction continued for the term of this Agreement. The Union agrees that the amount certified above shall not change more than once in any given calendar year.

***SECTION 2***

- 1) **Payroll Roster.** Within sixty (60) days following the effective date of this Agreement, the Township will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list shall be updated quarterly upon request from the Union.

**SECTION 3**

- 1) **Hold Harmless Clause.** The Union shall indemnify the Township against any and all claims, demands, suits, or other forms of liability or cost that arise out of, or relate to, any action taken or not taken by the Township for the purpose of complying with the provisions of this Article.

**SECTION 4**

- 1) **Union Security.** In any given calendar year, any member of the bargaining unit who has elected to become a member of the I.A.F.F. Local 2979 shall remain a member for the balance of that calendar year. Should employee desire to discontinue for the subsequent calendar year, said employee shall notify both the Union and the Township Fiscal Officer no later than December 1st. Should employee fail to do so, his membership shall continue for the subsequent calendar year.

**SECTION 5**

- 1) **Fair Share Fee.** Any member of the bargaining unit who is not a member of the I.A.F.F. Local 2979, and whose hiring date is subsequent to January 1st, 1986, shall, as a condition of employment, pay a bi-weekly service charge hereinafter referred to as a "Fair Share Fee." Said Fair Share Fee payment shall be made via payroll deduction, and shall not be subsequent to the employee's written permission for same.

**SECTION 6**

- 1) **Rebate Amount.** For the purpose of this Article the Fair Share Fee shall be ninety percent (90%) of the amount of I.A.F.F. Local 2979 dues, as certified by the Secretary/Treasurer of I.A.F.F. Local 2979. It is specifically agreed that the Secretary/Treasurer shall certify both annually and as any changes occur to the Township Fiscal Officer the following information:
  - a) The amount of regular dues to be deducted in accordance with Section 1 of this article.
  - b) The membership roster of I.A.F.F. Local 2979 from which regular dues shall be deducted.
  - c) The amount of the Fair Share Fee to be deducted from non-members in accordance with Section 6.
  - d) The list of non-member employees of the Carlisle Township Fire Department from which the Fair Share Fee shall be deducted.

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**SECTION 7**

- 1) **Notice of Fair Share Provision.** Any Employee, who becomes subject to the "Fair Share Fee" provisions provided in this Agreement, shall also be advised of same upon hiring. Said employee shall also be advised of the rebate procedures and his rights of appeal as provided in *O.R.C. 4117.09 (C)*.

**ARTICLE IV**

**UNION ACTIVITY/NON DISCRIMINATION**

**SECTION 1**

- 1) The parties to this Agreement agree not to discriminate against any employee because of race, creed, national origin, marital status, union membership, or non-union membership.
- 2) The Union expressly agrees that membership in the Union is at the option of the Employee and that it will not discriminate with respect to representation between members and nonmembers.

**ARTICLE V**

**LEAVES OF ABSENCES/UNION BUSINESS**

**SECTION 1**

- 1) **Personal Leave.** Upon successful completion of the probationary period, an employee shall be eligible, upon written request, to the Township Trustees, for a personal leave of absence without pay or interruption of seniority or benefits. Such leave of absence shall not exceed thirty (30) calendar days.
- 2) **Military Leave.** Member requesting personal leave for the purpose of serving in the military for active duty shall be reinstated upon return from service without loss of seniority or rank at time of leave.

**SECTION 2**

- 1) **Paid Union Leave.** Upon written request to the Fire Chief, the Union President or his designee may be granted up to a total of one hundred twenty (120) hours of paid leave per calendar year for the purpose of transacting Union Business. Union business shall be defined as related activities such as conventions, seminars, or the performance of an O.A.P.F.F., I.A.F.F., AFL-CIO held office. Union officers needing such leave shall notify the Fire Chief as soon as he becomes knowledgeable of such need, and will convey same in writing to the Fire Chief. No more than one bargaining unit person shall be on leave at any one time. In no event shall more than 120 hours of paid union leave be used in any give calendar year.

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Union Leave will not result in scheduled overtime for any employee. The Township shall not incur any additional costs to cover shifts.

**SECTION 3**

- 1) **Unpaid Union Leave.** The Union President or designee shall be granted an unpaid leave of absence upon request to attend union conventions or similar functions as defined in Section 2. Such leave shall not exceed seventy-two (72) hours per calendar year, and shall be subject to the same provisions as "Paid" Union Leave in Section 2.

**ARTICLE VI**

**RULES AND REGULATIONS**

**SECTION 1**

- 1) The Union acknowledges that it is the function of the Employer to establish, enforce, and amend from time to time Rules and Regulations to be supplied in printed form to the Union and each employee.

**ARTICLE VII**

**CORRECTIVE ACTION/DISCIPLINE**

**SECTION 1**

- 1) No Employee shall be disciplined or discharged without just cause. A hearing shall be held to investigate the charges. At least ten (10) days excluding holidays and weekends before such hearing, the Employee and Union shall be notified in writing of the charges, and the time and place of the hearing. The Employee shall have the right to be accompanied and represented by the Union and /or legal counsel.

**SECTION 2**

- 1) The Employee and the Union shall be entitled to a single copy of the transcript from the hearing if one is made. Should the discipline be based in whole or in part on the Employee's personnel file, a copy of all documents utilized shall be provided the employee.

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ARTICLE VIII

MANAGEMENT RIGHTS

*SECTION 1*

- 1) The Union recognizes that except as otherwise expressly limited in this Agreement, the Township has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the Township, in its sole and exclusive discretion and judgment to:
  - a.) Determine matters of inherent managerial policy which govern: the function and programs of the Township; standards of service; its overall budget; utilization of technology; and its organization structure;
  - b.) Direct, supervise, evaluate, or hire employees;
  - c.) Maintain and improve the efficiency and effectiveness of its governmental Operations;
  - d.) Determine overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - e.) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
  - f.) Determine the adequacy of the work force;
  - g.) Determine the overall mission of the Township as a unit of government;
  - h.) Take action to carry out mission of the Township as a governmental unit.

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**ARTICLE IX**

**GRIEVANCE PROCEDURE/ARBITRATION**

**SECTION 1**

- 1) A grievance shall be defined as any dispute between the Employer and the Employee, group of Employees, or the Union, which may arise, including the interpretation of this Agreement. Grievances shall be processed in the following manner, and time limits provided shall be adhered to and any grievance not filed initially or appealed within the time limits shall be deemed waived and void. Time limits for either party may be extended only by written mutual agreement:
  - a) **Step 1:** The grievance shall be presented in writing to the Fire Chief within five (5) business days of the incident giving rise to the grievance. The Fire Chief shall render a decision and answer said grievance in writing within five (5) days of receipt of the grievance. If the grievant does not consider the matter resolved, he may advance the grievance to Step 2 within five (5) business days of receipt of the Chief's decision.
  - b) **Step 2:** If the grievance is not settled in Step 1, the grievance shall be submitted within five (5) business days to the Chairman of the Board of Trustees who shall conduct a hearing on the matter within fourteen (14) business days. At the close of the Trustees hearing, the Trustees shall render a decision to the grievant and the Union. If the grievant still considers the matter unresolved, he may request a review by the Executive Board of I.A.F.F. Local 2979.
  - c) **Step 3:** If the grievance is unresolved at Step 2, either party to the grievance may, within five (5) business days, request in writing that the grievance be submitted to Arbitration. The decision to pursue the grievance to arbitration shall, for the Township, rest with the Trustees. The respective parties shall determine their counsel or representative to the proceeding and shall notify all principals in the matter when the demand for arbitration is served. The Executive Board of the Local shall have the sole exclusive power on behalf of the bargaining unit grievant not to pursue the grievance to arbitration should they determine it not in the best interest of the local. Such decisions shall not be made in an arbitrary, discriminatory, or capricious manner.

**SECTION 2**

- 1) **Arbitration.** Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the Voluntary rules of the American Arbitration Association. Upon the conveyance of the demand for arbitration, the parties shall request a panel of seven names of arbitrators from the American Arbitration Association. Upon the receipt of the panel names, but not less than seven (7) days of receipt, the parties shall meet for the purpose of

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selecting the arbitrator. If the parties cannot agree on a neutral Arbitrator, a coin will be tossed to determine which party shall strike first from the list of names submitted. The other party shall then strike and the procedure continue with the alternate striking of names. The remaining name shall be appointed the Arbitrator.

### **SECTION 3**

- 1) **Hearing and Decision.** The Arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the record, the arbitrator shall render a decision that will be final and binding to both parties. Such decision shall concern only the issues that were submitted to Arbitration and cannot alter the terms of this Agreement. The Arbitrator's decision is subject to judicial review in accordance with Ohio Statute.

### **SECTION 4**

- 1) **Arbitration Expense:** The expenses and compensation of all witnesses, court reports, transcripts, and representatives shall be borne by the party requesting the same. The expenses and compensation of the Arbitrator shall be borne by the losing party. In the event of a compromise, both sides shall be responsible for their debt.

## **ARTICLE X**

### **LABOR - MANAGEMENT COMMITTEE**

#### **SECTION 1**

- 1) There shall be a Labor Management Committee consisting of one (1) Union officer, the Fire Chief, and Chairman of the Board of Trustees. The committee shall meet on the request of either party within seven (7) days of receipt of such request, or at least yearly, to discuss matters of mutual interest or concern. The committee shall have the authority to make recommendations for the improvement of the efficiency of the Fire Department; the working conditions associated with same; the resolution of pending grievances or the avoidance of future grievances; or any matters concerning safety in the work place.

## **ARTICLE XI**

### **SAFETY AND HEALTH**

#### **SECTION 1**

- 1) **Standards.** The Employer agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries, and illness in the fire service.



**SECTION 2**

1) **Safety Committee.** A Safety committee is hereby established and will consist of the following members:

- a) a representative appointed by the Trustees,
- b) one Firefighter,
- c) Fire Chief.

The Labor Management Committee may serve as the Safety Committee. The committee will conduct work safety inspections on a quarterly basis, note safety hazards, and make written recommendations to the township Trustees. Should the recommendations by the Safety Committee fail to be acted upon, the Union may grieve the same.

**SECTION 3**

1) **Drug Testing.** Employees, who are on duty, agree to participate in the NON-DOT Drug and Alcohol Testing Policy.

**ARTICLE XII**

**HOURS OF WORK/SHIFT EXCHANGE**

**SECTION 1.**

1) **Schedule:** Members of the bargaining unit shall be assigned to work a three platoon system which shall yield a fifty-six (56) hour work week. The three shall work a continuous rotation of one (1) twenty-four hour shift, commencing at 0730 AM and ending at 0730 AM the following day, followed by forty-eight hours off duty at which time the cycle repeats. If workforce reduction becomes necessary, the employer may modify the work schedule.

2) **Over-Time Reduction (Kelly Day).** In order to reduce overtime, the Members of the bargaining unit shall not exceed nine (9) days worked in any 28-day pay period. The Members of the bargaining unit will not be scheduled one of the ten shifts (the "Kelly Day") which he/she would otherwise be scheduled to work in any given 28-day pay period rotation. The Kelly Day will be selected by the Fire Chief with input from the Members of the bargaining unit. If staffing is reduced to less than 4 members of the bargaining unit, this paragraph of the contract may be renegotiated at the request of either the Township or the Members of the bargaining unit.

The firefighter with the least longevity, or an appointee of the Fire Chief, will cover any vacation, sick time, injury time, court time, training or any other time that the full-time firefighters have accrued.

- 3) The fulltime firefighter on the floating shift shall be given two (2) weeks written notice of scheduled workdays. This floating shift position shall be required to work the hours per week consistent with those of regularly scheduled full-time personnel including any opportunity for overtime. Any changes shall be made in writing, approved by the Fire Chief, and approved by the firefighter affected by the change in work schedule.

## **SECTION 2**

- 1) **Shift Exchange.** Bargaining unit employees shall be permitted to exchange hours of work upon approval of the Fire Chief. When trades are made, overtime will not apply. Shift exchange shall not result in the creation or payment of additional over time.

## **SECTION 3**

- 1) Training required by Fire Department shall be scheduled to avoid overtime. The normal 24-hour shift may be spread over consecutive days to cover the training period.

## **ARTICLE XIII**

### **OVERTIME**

## **SECTION 1**

- 1) **Rate.** Due to the nature of service provided by the Fire Department, overtime may be required at times. The employee shall be paid at the rate of time and one half the employee's hourly rate for all hours worked in excess of that which is mandated by the Fair Labor Standards Act, or for those hours worked in excess of the employee's shift. Should the overtime occur on a holiday, the employee shall receive double time in addition to his normal holiday compensation. In all cases of overtime, the employee shall receive a minimum of at least one (1) hour, except forty-five (45) minutes prior to start of a scheduled shift or time worked beyond the end of a scheduled shift which shall be considered time worked to the nearest quarter hour.

## **SECTION 2**

- 1) **Distribution.** All overtime shall be distributed and rotated in a non-discriminatory fashion, among employees. The Employer agrees to direct the Fire Chief to maintain a log to show the time of call and the response from each employee called as to whether it was accepted, refused, no answer, sick, vacation etc.

## **SECTION 3**

- 1) **Court Time.** Should a member of the Fire Department during normal off duty hours be called to testify before a court of law or other governmental body,

commission or board, in connection or from the result of his employment, the employee shall be paid overtime.

**SECTION 4**

- 1) **Jury Duty.** An employee who is required to be available for jury selection or service on a scheduled work day shall receive his regular hourly rate for number of hours in service each day for jury duty. Any day in which same is required which is a regularly scheduled work day, the employee is to report off work the evening prior to the regularly scheduled work day, and is to return to work upon release from jury duty at the close of the court's business. Any compensation given the employee doing this public service shall be returned to the Township's Fiscal Officer upon receipt of the same. The Employer recognizes civic responsibility in being called for Jury Duty and will support this section (4), but will expect compensation from employee as given to him/her from the court of jurisdiction in which he/she served. In no event will employee receive dual compensation while serving on jury duty.

**SECTION 5**

- 1) **Mandatory Overtime.** Mandatory overtime that occurs when a shift cannot be covered by any other means shall be covered by the firefighter that worked the prior shift. The firefighter that worked the prior shift shall be mandated to work the uncovered shift until relieved or until the shift ends. This overtime shall follow Article XII, Section 1, paragraph 2 and Article XIII, section 2 procedures.

**ARTICLE XIV**

**WAGES**

**SECTION 1**

- 1) Probationary period for probationary employees will be one year from date of appointment. Health benefits will be available after the established waiting period by the group health insurer covering Township employees.

**SECTION 2**

- 1) Probationary firefighters and firefighters will have an hourly rate as determined by the Board of Trustees.
- 2) A Lieutenant shall receive an hourly rate as stipulated.
- 3) A Captain shall receive an hourly rate as stipulated.

**SECTION 3**

- 1) All firefighters who begin full-time employment after January 1, 2007 shall be required to be an EMT. All firefighters must maintain their highest EMS level attained. Paramedics are not required for First Responder Service. Any

certification lost for any reason shall be reacquired at the employee's expense.

**SECTION 4**

**Wages.** Hourly rates for the contractual term of January 14, 2013, throughout January 10, 2016 shall be in accordance with the following schedule:

	Percent Increase	Hourly Rate
<b>2013</b>		
Probationary	0%	\$14.09
Firefighter	2%	\$15.96
Lieutenant	2%	\$17.56
Captain	0%	\$18.94
<b>2014</b>		
	0%	
Probationary		\$14.09
Firefighter		\$15.96
Lieutenant		\$17.56
Captain		\$18.94
<b>2015</b>		
	0%	
Probationary		\$14.09
Firefighter		\$15.96
Lieutenant		\$17.56
Captain		\$18.94

*Table of Wages*

\*During the term of this contract (January 14, 2013 to January 10, 2016), based on hours compensated under Article XII Hours of Work/Shift Exchange, three (3) platoon system [fifty six (56) hour work week], as found in Article XII Section 1, Paragraph 1) Schedule.

**SECTION 5**

- 1) **Pension Pick-up.** The Employee shall participate in the salary reduction program of the Ohio Police and Fire Pension and Disability Fund.

**SECTION 6**

- 1) **Training:** All firefighters who are required to maintain their current level of certification for EMT shall be compensated for any training required to maintain their current certification level at a rate of one and a half times their hourly rates for classes attended to while off duty. Training that is not required but attended while off duty shall be compensated at one and a half times their hourly rate as long as the training is pre-approved by the Fire Chief as being pertinent to their position.

- 2) **Monthly Training Meetings:** Firefighters attending monthly training meetings while off duty shall be compensated at one and a half times their hourly rates.

### **SECTION 7**

- 1) **Compensatory Time:** The employee may accrue compensatory time off in lieu of cash overtime payment in any twenty eight (28) day pay schedule when mutually agreed. Compensatory time received by an employee in lieu of cash is at the rate of one and one-half hours. Maximum accrual of compensatory time shall be forty eight (48) hours. Compensatory time must be used within four (4) twenty eight (28) day pay schedules from the pay period earned. Compensatory time not used within this time period will be paid at the overtime rate of pay for hours actually worked. An employee who has accrued compensatory time and requests use of it will be permitted use of such time off within a reasonable period. Sufficient notice and prior approval is needed to schedule use of compensatory time.
- 2) Compensatory time cannot be earned during training.
- 3) Upon termination of employment, the employee will be paid at their normal rate of pay for unused compensatory time.

### **ARTICLE XV**

### **LONGEVITY PAY**

### **SECTION 1**

- 1) Longevity pay for employees of the Fire Department shall be paid by the Township after five (5) full years of service. Payment to be based on the service year that was completed during the current calendar year, prior to the last pay period in November. Said compensation shall be paid the first pay period in December. Longevity shall be paid in accordance with the following schedule:  
\$100.00 per year of service, after 5 years of service and up to 10 years.  
\$1000.00 for 10 or more years of service.
- 2) Employees hired after January 1, 2013 will not be eligible for longevity pay.
- 3) For employees that are eligible for longevity that sustain a break in service, if recalled, those employees retain longevity pay rights for active service at Carlisle Township Fire Department.

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ARTICLE XVI

VACATION LEAVE

**SECTION 1**

- 1) **Vacation.** For the sole purpose of Article XVI Vacation Leave, Section 1, all full-time employees who were employed by Carlisle Township prior to January 1, 2010 shall be deemed to have a service date of January 1 of the year in which their employment commenced. Vacation leave shall be earned on January 1 of each year based on the following schedule and accrued up to a maximum of ten (10) twenty-four (24) hour shifts per year:

After one (1) year of service – three (3) twenty four (24) hour shifts per year  
After two (2) years of service - Additional one-half shift per year

- 2) Township policy shall apply to all employees hired after January 1, 2010.

**SECTION 2**

- 1) **Vacation Selection.** Selection of vacations for the following year shall be on a seniority basis and selections shall begin in November. The firefighter with the most seniority (regardless of rank) shall select up to six (6) vacation days at one time that fall between April through September, and unlimited vacation selections the remaining months. This process will continue until the least senior firefighter has made his/her selection at which time the vacation schedule will be passed back to the most senior firefighter and continue in this manner until all vacation days are selected. Each firefighter will be given one (1) week to make their selections or forfeit those remaining days until after the last firefighter has made his/her selections. This process will continue until all vacation days have been scheduled unless all members agree that more days can be selected by any given member. If more than six (6) days are selected and agreed upon by all members, then the vacation selection will bypass that member until an equal number of days have been selected.
- 2) The Employee's vacation requests shall be submitted six (6) months in advance of the date requested to be guaranteed such vacation selection. The employee's selection shall either be approved or denied by the Fire Chief within thirty (30) days of receipt. Denial shall be for reasons of manpower shortages only. Such denial shall be made in writing to the employee. After an employee's vacation has been approved, it may only be changed by mutual consent. Should vacation time be available, the Fire Chief may waive the six (6) month notice requirement provided above. Vacation may be taken one (1) day at a time. One vacation day may be taken in six (6) hour increments. Holidays shall be taken in 24 hour increments.
- 3) **Vacation Days.** Vacation Days that are not used by April 1<sup>st</sup> of the following year

shall be forfeited. Employees subject to Township policy in Section 2 shall forfeit unused vacation days 15 months after eligible date.

### **SECTION 3**

- 1) **Buy Back Option.** In the event of manpower shortage in the Fire Department because of sickness, injury, accident, or vacation; and if said shortage creates an emergency as determined by the Fire Chief and concurred with the Trustees; Carlisle Township will offer the option to buy back up to 50% of the vacation time from employees in order to fill the vacancy or vacancies causing the emergency. Employees who choose to purchase vacation time shall have the option according to availability and in order of seniority. All vacation time purchased shall be at the employee's basic hourly rate.

## **ARTICLE XVII**

### **HOLIDAY PAY**

#### **SECTION 1**

- 1) **Holidays.** Each employee shall be eligible for holidays after one (1) year of service. For the purpose of this article, the Employer agrees to recognize as holidays: (per O.R.C. 1.14)
  - (A) The first day of January, known as New Year's Day
  - (B) The third Monday in January, known as Martin Luther King Day
  - (C) The third Monday in February, known as Washington/Lincoln Day
  - (D) The last Monday in May, known as Memorial Day
  - (E) The fourth day of July, known as Independence Day
  - (F) The first Monday in September, known as Labor Day
  - (G) The second Monday in October, known as Columbus Day
  - (H) The eleventh day of November, known as Veterans' Day
  - (I) The fourth Thursday in November, known as Thanksgiving Day
  - (J) The twenty-fifth day of December, known as Christmas day

#### **SECTION 2**

- 1) **Holiday Compensation.** As compensation for those holidays as recognized in Section 1 of this article, each fulltime employee of the Fire Department shall receive ten (10) twenty-four (24) hour compensatory days off to be scheduled at the employee's request in accordance with the manning needs of the Fire Department. In the event an employee is scheduled to work on a holiday, that employee shall receive an equal number of hours off at a later date. Probationary employees are eligible for holiday off in the event he is scheduled to work the holiday. These holiday hours are subject to forfeiture if not used within one (1) year of the date of the observed holiday.

**ARTICLE XVIII**

COPY

**UNIFORM ALLOWANCE / TURNOUT GEAR**

**SECTION 1**

- 1) **Uniform allowance.** All uniform insignias and markings must be approved by the Fire Chief, as per Township Policy. Uniforms must carry approved department markings to be allowed for reimbursement. The Trustees will allow the following schedule per year for uniform allowance upon proof of paid receipt of purchase. Allowance may be carried over into a new year with a maximum carryover of \$300.00. All uniform expenses are to be submitted to and pre-approved by the Fire Chief for reimbursement. Employees will receive a 1099 or W-2 for uniform allowance.

2013- \$600.00  
2014- \$600.00  
2015- \$600.00

**SECTION 2**

- 1) **Personal Protective Equipment.** The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, protective clothing, and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of the firefighters. All protective clothing and equipment shall meet the standards, whether existing or promulgated during the term of this Agreement, which provide the highest level of worker protection from among federal, state, or voluntary consensus standard between the Township and the Union.

**SECTION 3**

- 1) **Uniform Inspections.** Uniform inspections will be done annually to ensure that the employees' appearance of uniform(s) is not in disrepair. Inspections will be at the discretion of the Board of Trustees or their representative. Uniform shall not be in disrepair. Inspections may be done on any scheduled day.

**ARTICLE XIX**

**SICK LEAVE / INJURY LEAVE**

**SECTION 1**

- 1) **Accrual.** Employees of the Fire Department shall accrue sick leave at the rate of .0575 hour per hour worked. Such leave shall accrue without limit as long as the employee is on active pay status. For the purpose of this section, anytime the employee is on duty, vacation, holiday time, sick leave, injury leave, funeral leave, compensatory time or other approved leave on active pay status such time shall be

considered "hours worked" for sick leave calculations.

## SECTION 2

- 1) **Usage.** Sick leave may be used for absences due to the illness or injury of the employee, or for absences necessitated by the illness or injury of the employee's immediate family. The immediate family shall be defined as the employee's spouse, child, mother, father, mother-in-law, father-in-law, or any dependent living in the home. Such leave shall be deducted hour for hour from the employee's accrued sick leave account. An employee desiring to use such leave is required to report off from his normally scheduled shift as least one half hour prior to the commencement of his shift to qualify for approved leave. Notification shall be made verbally to the Fire Chief or his designee, merely calling the on duty personnel or electronic notification shall not be an approved nor be a sufficient notification.
- 2) Proof of employee's illness after two (2) consecutive work shifts may require employee to be examined by Physician to establish fitness for duty.
- 3) Abuse of sick leave or patterned use of sick leave shall be just and sufficient cause for discipline.

## SECTION 3

- 1) **Compensation at Separation.** Employees shall be compensated in cash at the regular rate of pay for up to a maximum of sixty (60) days or 1,440 hours of unused accrued sick leave when they are permanently separated from the fire service by resignation, death, retirement, or lay-off. To qualify for such payment, the employee must have accrued, and have on account, a minimum of ninety-(90) days or 2,160 hours of unused sick leave, and have been hired on or before January 1, 2000.
- 2) **Compensation at Separation Alternative.** Employees hired after January 1, 2000 shall be compensated in cash at the regular rate of pay for up to a maximum of 300 hours for any unused accrued sick leave when they are permanently separated from the fire service by resignation, death, retirement, or lay-off, providing the Employer acknowledges Article XXIII, Section 2 (on page 27). To qualify for such payment, the employee must have accrued, and have on account, a minimum of twenty one hundred and sixty (2,160) hours of unused sick leave.

## SECTION 4

- 1) **Injury Leave.** Any fire department employee who has experienced an illness or injury acquired in the line of duty shall immediately file or have filed the appropriate claim with the Ohio Bureau of Worker's Compensation when required.

## SECTION 5

COPY

- 1) **Return to Work.** No Fire Department employee shall respond to any emergency calls while on sick leave until the employee is released by a doctor's note or unless other arrangements have been made with the Fire Chief and the Trustees.

## ARTICLE XX

### **BEREAVEMENT LEAVE**

#### **SECTION 1**

- 1) **Bereavement Leave.** An employee shall be entitled to a maximum bereavement leave of three (3) days or seventy two (72) hours off for the death of a member or members of the Employee's "family." Bereavement leave time shall be deducted from the employee's accumulated sick leave time or vacation leave or be without pay. For the purpose of this article the employee's "family" shall be defined as the employee's spouse, child, step-child, mother, father, step-father, step-mother, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, grandfather, or grandmother.

#### **SECTION 2**

- 1) **Out of State Funeral.** Upon special request to the township Trustees, the Employer may extend the bereavement leave as provided in Section 1 of this article due to travel necessitated by the funeral located out of state.

## ARTICLE XXI

### **LIFE INSURANCE**

#### **SECTION 1**

- 1) The Employer shall provide a life insurance policy for the employee in the amount of \$10,000.00 and a \$90,000.00 work related accidental death or dismemberment policy. The Employer shall pay for all premiums for same.

## ARTICLE XXII

### **HEALTH BENEFITS**

#### **SECTION 1**

- 1) **Benefits.** The benefits provided to the Firefighters will be the same and no less than any other employee of the Township presently as per agreement with Lorain County Commissioners. Said benefits shall be equal to or greater than the health plan benefits that cover other Carlisle Township employees.

**ARTICLE XXIII**

**RETIREMENT / SEVERANCE**

**SECTION 1**

- 1) **Severance.** Employees of the Fire Department shall notify the Township Administration sixty (60) days prior to impending retirement. Upon separation, the Township will pay the employee, at his basic hourly rate for all accrued vacation; accrued but unused sick leave as provided and subject to the same provisions as provided in Article XIX Section 3; and overtime banked as unused compensatory time. The Employer agrees to expedite the necessary documents requested by the Police and Fire Pension and Disability fund upon separation from the Township's employment.

**SECTION 2**

- 1) **Retirement Contribution.** If the employee qualifies for Article XIX, Section 3, paragraph 2, then the Employer shall match the funds that each individual employee contributes towards the Ohio Deferred Compensation Program up to 1% of the employee's wages. Employees will receive retirement contribution payment on the first pay date in February of the following year.

**ARTICLE XXIV**

**TUITION REIMBURSEMENT**

**SECTION 1**

- 1) The Employer will reimburse all employees for any costs incurred for books, fees, and tuition upon the successful completion of required courses related to the fire service in Carlisle Township if pre-approved by the Fire Chief.

**SECTION 2**

- 1) Department drill sessions are provided for the EMS and Firefighter CEU requirements. Employees choosing to take their CEU's elsewhere will be responsible for the cost of these classes. The only exception would be if the Department does not offer the required CEU's and the employee has said class pre-approved by the Fire Chief.
- 2) Expenses for required training that is not successfully completed will be borne by the employee.

**ARTICLE XXV**

**SENIORITY / REDUCTION IN FORCE**

**SECTION 1**

- 1) **Seniority.** Continuous full time service with the Carlisle Township Fire Department from the employee's original date of hire shall constitute an employee's seniority. For the purpose of this section, all approved leaves shall also be calculated as continuous service. Employees that have been separated from the Township for thirty (30) days or less shall have no loss of continuous service time. Employees that have been separated from the Township for more than thirty (30) days shall have their seniority date adjusted by the number of days of separation.

**SECTION 2**

- 1) **Reduction in Force.** If it becomes necessary due to a lack of work or funds to reduce the work force, such reduction shall be made in accordance with Ohio Revised Code Section 124. Such layoff shall follow the seniority concept of "last hired first fired" among the bargaining unit, except as provided in Section 3 of this Article.
- 2) **Recall Rights.** Recall shall be by seniority within the first 24 months, senior employee first. Employees shall have benefits restored as allowed by law and policy.

**SECTION 3**

- 1) **Voluntary Layoff.** In the event of a reduction in the force as mentioned in Section 2 of this article, voluntary layoffs will first be offered to senior employees prior to invoking reductions. If a senior employee opts for such layoff, he shall not be able to "bump" back to active status, but will remain on layoff until such time as he retires, resigns, or returns to work upon request of the Township. The most senior employee shall be recalled first.

**ARTICLE XXVI**

**SAVINGS CLAUSE**

**SECTION 1**

- 1) **Savings Clause.** If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XXVII**

**DURATION**

**SECTION 1**

- 1) **Contractual Term.** This agreement shall be effective as of the first day of January 14, 2013 and shall remain in full force and effect until January 10, 2016. It shall be renewed from year to year thereafter, unless either party has notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify the Agreement.

**SECTION 2**

- 1) This Agreement is hereby executed by persons authorized to do so on the date set herein set forth:

**For the Union**

**For the Township**

[Signature]

[Signature]

Dated: 10-10-13

Dated: \_\_\_\_\_

[Signature]

[Signature]

Dated: 10/1/13

Dated: 10/20/2013

[Signature]

[Signature]

Dated: 10/11/13

Dated: \_\_\_\_\_

Witnessed:

Witnessed:

[Signature]

\_\_\_\_\_

Dated: 10-15-13

Dated: \_\_\_\_\_