

**FIRE CONTRACT LANGUAGE EXAMPLES**  
*For Filling in the SERB*  
**CONTRACT DATA SUMMARY SHEET**

*To assist you in filling out the SERB Contract Data Summary Sheet (CDSS), you will find below the definition of each field on the CDSS. After each definition there is an example of language from an actual contract.*

**WAGE SUPPLEMENT**

**AFTERNOON DIFFERENTIAL:** Cents per hour or percentage adjustment to regular hourly rate for work performed during the afternoon, or second, shift.

Section 27.7. Employees who work fifty percent (50%) or more of their shift after 3:00 p.m. shall receive a shift differential of fifteen cents (\$0.15) per hour. Employees who work fifty percent (50%) or more of their shift after 11:00 p.m. shall receive a shift differential of twenty-five cents (\$0.25) per hour.

**EVENING DIFFERENTIAL:** Cents per hour or percentage adjustment to regular hourly rate for work performed during the evening, or third, shift.

**Section 1.** Employees whose scheduled work hours begin between 5:00 P.M. and 5:00 A.M. shall receive a premium of five percent (5%) of their base wage for such hours. Employees who are scheduled but take paid time off, excluding sick or injury leave, shall receive the premium as stated above.

**RANK DIFFERENTIAL:** Establishes differential between pay level of police and fire command and non-command positions.

Effective May 1, 2015 and continuing for the duration of this agreement, there shall be a five percent (5%) rank differential between the ranks of Fire Fighter/Paramedic and Lieutenant/Paramedic, and between the ranks of Lieutenant/Paramedic and Captain/Paramedic. The position of Fire Prevention Specialist/Paramedic and Lieutenant/Paramedic shall maintain the same wage rate.

**HAZARD PAY:** Monetary adjustment for work performed which is considered hazardous or dangerous. It is calculated as an adjustment to the hourly (HR), weekly (WK), monthly (MO), bi-weekly (BW), or annual (AN) rate.

The EMPLOYER agrees to pay hazardous duty pay as a flat rate one time each calendar year of one thousand one hundred dollars (\$1,100.00). The hazardous duty pay shall be paid to employees on July 15 of each year. Each employee shall receive Hazardous Duty Pay separate from the regular pay.

**RETIREMENT PICK-UP:** The percentage of the retirement contribution paid by the employer, in excess of the required contribution. **Does not** apply to "tax deferred" or "salary reduced" pick-up.

**Section 16.3. Pension Pick-up.** Pursuant to this Section, a portion of the contribution made by the employee to the Police and Fireman's Disability and Pension Fund ("the Fund"), such portion being equal to six percent (6%) of the employee's earned compensation, shall be picked up (assumed and paid) on behalf of the employee by the City, and in lieu of payment by the employee. The remaining portion of the employee contribution shall continue to be paid by the employee.

**MERIT PAY:** A compensation program where base pay increases are determined by individual performance.

**Section 1.** Commencing with the first pay in January of each year, employees in each classification shall be granted a merit increase by advancement to the next immediate pay step within the pay grade of the particular classification of that employee, providing the advancement is approved in writing by the department head and the appointing authority of the department in which he or she is employed.

**EDUCATION INCENTIVE:** Supplementary pay for college courses or degrees or for advanced certifications or licenses.

**Section 2.** Each employee who obtains a degree shall be entitled to receive an annual bonus based on the level of the degree obtained as follows:

Associate Degree	\$200.00
Bachelors Degree	\$300.00
Masters Degree	\$400.00

**EMT PAY:** Dollar amount added to base pay for performing duties as an emergency medical technician. Type = if it is a Percentage, put %.

**Section 5. EMT Certification and Bonus.** An annual bonus of seven hundred dollars (\$700.00) shall be paid to all bargaining unit employees, who successfully complete and pass the National Registry for Emergency Medical Technician-Ambulance (EMT) Certification, provided the employee has said certification for no less than nine (9) months in any calendar year. Said

**PARAMEDIC PAY:** Dollar amount added to base pay for performing duties as a paramedic. Type = if it is a Percentage, put %.

A qualified paramedic assigned by the City to perform paramedic duty shall be entitled to \$1,500.00 annual additional compensation payable per annum in a lump sum December 1 of each year on a prorated basis as to actual time certified as a paramedic. Employees

## **ALLOWANCES**

**UNIFORM ALLOWANCE:** Employer provides (no monetary amount) uniforms (indicated by a "P") or employee receives a voucher to purchase uniform or required to go to a specific vendor (indicated by a "V").

**P = PROVIDED:** (No Dollar amount is entered)

**Section 23.2. Uniforms and Badges.**

A. The City will continue to provide uniforms and equipment as determined by the Fire Chief

**V = VOUCHER OR VENDOR** (Put V and enter dollar amount )

**Section 18.1.** The City will provide a uniform allowance of up to six hundred dollars (\$600) per year to each employee within the bargaining unit for the purpose of uniform and equipment maintenance and replacement. A voucher system shall be maintained in order to authorize and monitor expenditures. New employees shall be issued a full set of required uniform and

**ALLOWANCE (MONETARY AMOUNT):** Dollar amount for annual uniform allowance or the amount of money for the Vendor.

**SECTION 2.** After completion of the first year of employment, the Employer will provide compensation in the amount of one thousand four hundred dollars (\$1,400.00) per year for each bargaining unit Employee as a uniform and maintenance allowance.

**CLEANING:** Employer provides uniform cleaning.

The City shall provide dry cleaning service with a dry cleaning company

**MILEAGE:** The cents per mile reimbursement other than IRS rate for use of personal vehicle for work related travel.

Below is a specific rate for mileage reimbursement:

The City shall reimburse the employee who uses his/her personal vehicle on Division of Fire business at the rate of twenty-eight (28) cents per mile, payable on a quarterly basis, when the IRS rate for mileage reimbursement for use of personal vehicle for work related travel.

**SECTION 28.1** Employees required by the Employer to use their private vehicles for Fire Department business shall be compensated at the current IRS rate for mileage traveled, plus actual parking fees incurred. This rate shall be posted on the Fire Dept. bulletin board.

**TUITION:** Full or partial reimbursement for approved courses.

**Section 1:** The City will make full payment of fees and tuition for any approved university course relating to firefighting, training, or related courses, up to six (6) credit hours per semester.

## VACATION

**VACATION:** Annual paid leave based upon number of years of employment. First column is the number of years required to be eligible for number of annual paid leave days in the 2nd column:

<u>Years of Employment</u>	<u>Shift Employees Tours of Duty</u>
After 1 year of full-time service	5
After 5 years of full-time service	7
After 10 years of full-time service	10
After 15 years of full-time service	12
After 20 years of full-time service	13

**HOLI-VAC COMBO:** *Vacation days are combined with Holidays.*

### ARTICLE 18

### HOLIVAC

18.01 Each employee shall accumulate paid annual vacation leave and nine (9) holidays, hereinafter referred to as "Holivac".

Completed Years Of Service	Holivac Tours Per Year	Bi-Weekly Accrual Rate	3 Year Limit Maximum Accrual
0	6	5.5385	0
1-7	11	10.1538	792
8-14	13	12.0000	936
15-21	16	14.7692	1152
22-24	18	16.6154	1296
25 or more	21	19.3846	1512

## LONGEVITY

**LONGEVITY:** Supplementary payment based upon number of years of employment. Table lists number of years required to qualify for payment amount (either a dollar amount or as a percent) with the specified frequency.

- AN:* Annual payment.
- BW:* Bi-weekly payment.
- HR:* Hourly payment.
- HP:* Hours paid. Payment equals hours multiplied by the base hourly rate.
- IN:* Incremental Increase of a specific amount.
- MO:* Monthly payment.
- MY:* Monthly payment for each year of service. Years multiplied by amount equals annual longevity payment.
- MX:* Maximum paid
- YR:* Annual payment for each year of service. Years multiplied by amount equals annual longevity payment

34.06 Commencing after the fifth (5<sup>th</sup>) year of employment, employees shall receive a longevity payment of two percent (2%) of the classification start rate and a one-half percent (.05%) increase each year thereafter of the classification start rate to a maximum of 9.5% of the classification start rate after twenty (20) or more years of service as set forth below:

<u>Longevity</u>			
5	Years:	2 %	AN
6	Years:	0.05 %	IN
20	Years:	9.5 %	MX

## **PAID LEAVE**

**HOLIDAY:** Number of paid holidays per year.

1. New Year's Day - the first day of January
2. Martin Luther King Day - the third Monday of January
3. Presidents' Day - the third Monday in February
4. Memorial Day - the last Monday in May
5. Independence Day - the fourth day of July
6. Labor Day - the first Monday in September
7. Columbus Day - the second Monday in October
8. Veterans' Day - the eleventh day of November
9. Thanksgiving Day - the fourth Thursday in November
10. Christmas Day - the twenty-fifth day of December

**PERSONAL DAYS:** Number of unconditional annual paid personal days. Separate from any other paid leave (not combined with not using sick leave days). May be a FLOATING HOLIDAY.

Each non-forty (40) hour per week member of the Fire Department, hired on or before December 31, 2010, shall be entitled to three (3) work days (seventy-two [72] hours) of personal absence per year, at his daily rate of pay, upon approval of the Chief of Fire. If

**BIRTHDAY:** Birthday as a paid day off. It is not included with the number of holidays.

The Birthday Holiday shall be taken off by the employee as it falls on the calendar. In the event the Birthday falls on the employee's scheduled day off, then the employee shall take the first scheduled day off back to work following the Birthday. Birthday Holiday's shall be at the regular rate of pay for all bargaining unit employees.

**INJURY LEAVE:** The duration of paid leave for work-related injury or illness / Specified in days (DY), calendar days (CD), work days (WD), weeks, (WK), months (MO), or years (YR). Separate from workers' compensation, sick leave or disability plan.

An employee who is disabled as a result of the performance of duties as a full-time employee of the City, if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 120 calendar days from the date that such disability was incurred, less however, any sums paid as benefits to such disabled

**UNION LEAVE:** Paid leave for attendance of union sponsored or union related functions. Does not apply to time spent in negotiations, contract administration, and grievance investigation and representation.

The Union President or his designee shall be granted up to 120 hours per year time off without loss of pay during the term of this Agreement to participate in Union functions such as seminars, conventions, conferences or special meetings. The City shall

***Below is NOT Union Leave:***

In addition to the business leave set forth above, the bargaining team may utilize a maximum aggregate of eighty (80) hours of paid leave with full pay for the purpose of preparing for negotiations, in addition to the actual time spent in negotiations. The leave may be apportioned among the members of the bargaining unit at the Union's discretion. The employees involved are expected to give adequate advance notice of the use of such time to the Chief or his designee.

**PAID TIME OFF:** Does not distinguish holiday, vacation, personal or sick leave time but call it Paid time off in a lump sum of days off.

### **SICK LEAVE**

**SICK LEAVE:** Number of sick days that may accrue annually for uses specified in the contract.

- A. Fifty-six (56) hour members. All fifty-six (56) hour members shall be credited with one hundred sixty-eight (168) hours of sick leave in the pay period that includes January 1 of the new year. Sick leave shall be charged at the rate of one (1) hour for each work hour absent. All unused sick leave shall be cumulative without limit.

**MAX SICK:** The maximum days of sick leave that may be accrued. (Convert HOURS into DAYS) A blank indicates that sick leave may accumulate without limit.

- 18.6 All full-time employees in the bargaining unit will have their maximum sick leave accumulation limit set at four hundred fifty (450) hours. No bargaining unit employee will be able to accumulate more than four hundred fifty (450) hours of sick leave.

**ATTENDANCE BONUS:** Paid leave or compensation as an incentive for the use of none or only a specific portion of available sick leave in one year.

**Section 34.1. Non-Usage Bonus.** Annually, an employee retaining all or a portion of sick leave earned after six (6) months will receive the following cash bonus:

<u>SICK LEAVE EARNED</u>	<u>SICK LEAVE USED</u>	<u>CASH BONUS</u>
7.5 DAYS	0 TO ½ DAY	\$250.00
7.5 DAYS	1 TO 1 ½ DAYS	\$175.00
7.5 DAYS	2 TO 2 ½ DAYS	\$125.00

**Section 34.2. Personal Incentive Day.** In addition to the cash bonus, an employee retaining eighty (80) hours or more of annually earned sick leave will be entitled to one (1) personal day.

**BANK/DONATED TIME:** Employees may bank or donate accumulated sick leave time to be used by other employees who have exhausted their sick leave benefits.

**DONATE SICK LEAVE**

Employees may voluntarily donate sick leave to other employees provided that the donation is purely voluntary and the recipient employee has less than one hundred twenty (120) hours of accrued sick leave at the time the donation is made and has not been disciplined for absenteeism in the past twelve (12) months. Donated sick leave may only be used for serious illness or injury on the part of the employee or the employee's immediate family. Except in cases of catastrophic illness or injury, an employee may not make more than one donation of sick leave to the same employee in a twelve (12) month period. Any donated sick leave not used shall be returned to the donor upon the recipient's return to work or separation from service. All donations of sick leave in accordance with this paragraph are subject to the sole approval of the Safety Director.

**BEREAVEMENT LEAVE**

**SICK:** Number of sick leave days that may be used following the death of a family member or other person defined within the provision

29.02 Use of Sick Leave for Funeral Purposes. In addition to the funeral leave provisions described above, the Employee will be entitled to take up to twenty-four (24) hours of accumulated sick leave with pay. Additional sick leave for this purpose in special cases may be

**FUNERAL:** Number of paid funeral leave days, not from sick leave, that may be used following the death of a family member or other person defined within the provision.

29.01 Any full-time Employee who is absent from work for the purpose of attending the funeral or preparing for the funeral because of the death of a spouse, parent, child, step-parent, grandparent, including blood/marriage, step-child, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent (in loco parentis) or dependent who lives in the household shall be paid up to one tour of duty. Said tour shall not be counted as sick leave or vacation. However, no

**OTHER: Provision for modified uses of leave for bereavement purposes as circumstances warrant (EG. additional days for traveling over 150 miles to attend a funeral or sick leave may be used for additional days).**

Section 4. The Safety-Service Director may authorize additional sick leave which shall not be unreasonably withheld for an out-of-state funeral or if special circumstances such as the need to take care of the business affairs of the deceased, necessitates additional time off.

## **HOURS OF WORK**

**COMP TIME MAX: The hours or pay are guaranteed at the Overtime rate = OT or Straight Time rate =ST or Appropriate Rate =AR.**

hour increments only. Employees may not accrue nor use more than one hundred twenty (120) hours of compensatory time at any one time or use more than one hundred twenty (120) hours in any calendar year. If an employee does not indicate an election for compensatory time, or has an

**CALL IN: Minimum guaranteed hours work, or pay, if called to work at a time that is not contiguous with the beginning or ending of a work shift.**

Section 12.4 Any employee who is called to work at a time when he is not regularly scheduled to report shall receive a minimum of two (2) hours pay at the applicable hourly rate. Employees who perform work for more than two (2) hours shall receive pay for all hours worked.

**COURT: Minimum guaranteed hours, or compensation, for appearance in court for work related matters. Does not apply to jury duty.**

Section 1. If an employee is required to appear in court based on the employee's duties as a member of the Township fire Department, he shall be paid a minimum of two (2) hours at the employee's appropriate rate of pay.

**STAND BY: Payment for remaining ready and available for work, or on call, apart from the regularly scheduled work shift.**

43.1 Definitions. "Stand-by" occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purpose of having to report to duty immediately upon being called.

Also known as ON CALL

Section 2. An employee required to be on-call shall receive eighty-three dollars and eighty-six cents (\$83.86) during each week that they serve in an on-call capacity. Effective the first full pay period

**REPORT IN: Minimum guaranteed hours or pay for reporting in for regularly scheduled work or shift.**

Section 1 - Reporting Pay. A Bargaining Unit member who reports to work at a scheduled starting time, who is sent home early, shall receive a minimum of two (2) hours pay at the applicable straight, overtime or holiday pay rate, depending on the circumstances

**OVERTIME CYCLE: Maximum number of hours worked before overtime is accrued / followed by the number of days in the overtime cycle.**

**Section 7.** Employees shall be compensated at one and one-half (1½) times the regular rate of pay for all hours actually worked in excess of 106 hours in a 14 day work period. Employees may trade shifts so long as shift coverage and paramedic staffing are maintained. It is further understood that shift trading will not incur overtime.

**HR/WK: Number of work hours per week.**

**HR/DY: Number of work hours per day.**

## **SENIORITY**

**PROBATION PERIOD: Maximum number of hours worked before overtime is accrued / followed by the number of days in the overtime cycle.**

25.01 The probationary period for all newly hired employees shall not exceed one hundred eighty (180) calendar days. Newly hired employees shall have no seniority, except for purposes of lay-off, during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

**SHIFT: Preference given to seniority in the assignment of shifts.**

**Section 3.** Except as specifically provided below, seniority shall be the governing factor in all matters affecting layoff, recall, and vacation preference provided all other qualifications are equal. Seniority shall also be a factor in shift assignments and in promotions.

**RECALL YEARS: Number of years in which employees on layoff retain recall rights.**

**Section 3.** A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. The member, upon being recalled, must report for work assignment within thirty (30) days of the notice of recall or said member shall forfeit all recall rights.

**SUPER SENIORITY: Union Officials receive additional service credit.**

The City shall permit the President and the Grievance Chairman to exercise "Super Seniority" for the purpose of shift selection and weekly days off, during the period of time when he is President or the Grievance Chairman of the

## **GRIEVANCE ARBITRATION**

**ARBITRATION:** Final and binding arbitration as the terminal step of the procedure for addressing and resolving grievances.

(F) The decision of the arbitrator shall be final and binding upon the parties.

**COST:** Distribution of arbitrator payment by Employer and Union. Coded as Equal (E), Loser (L), or Other (O).

**EQUAL (E):**

(D) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**LOSER (L):**

seven (7) arbitrators. All costs incurred by the arbitrator shall be borne by the losing party who shall be clearly identified in the decision. The decision of the FMCS Arbitrator will be final and binding on both parties.

**OTHER (O):**

production of another list. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the OPBA. If he grants the grievance, the Sheriff will pay the costs.

**MEDIATION:** Mediation is an option or step in the Grievance Procedure.

**Mediation**

If the grievance is not resolved to the employee's satisfaction at the Step (3) of the grievance process, the Union and the City may mutually agree to appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Union and the City. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon the mutual agreement of the parties. If the grievance is not settled at mediation the Union shall have the right to file for arbitration within fifteen (15) working days after the date of mediation.

## **OTHER**

**FAIR SHARE:** Required payment of a service fee or service charge to the union by employees who are members of the bargaining unit and choose not to join the union.

Section 3.1. Upon completion of sixty (60) days employment as a bargaining unit member, all members of the bargaining unit shall either (a) maintain their membership in the Union, (b) become members of the Union, or (c) pay a Fair Share fee to the Union in an amount to be determined by the Union, which shall have the sole responsibility for the accuracy of such amount in accordance with Ohio Revised Code Section 4117.09.

*Also known as SERVICE FEE:*

Section 5. All current employees in the bargaining unit who are not members of the Union and all employees, other than those excluded from coverage hereunder, who do not become members within thirty (30) days following the end of the probationary period shall be required to pay a "Fair Share Fee", also known as a "Service Fee". Such fee shall be deducted monthly by the Employer for each non-member employee. Should any increase in Union fees and dues occur during the period of this Agreement the Employer agrees upon notification of any increase in deduction for such dues, to further deduct from the non-Union employee(s), as and for such "Fair Share/Service Fee", a sum equal to such increase.

**RESIDENCY:** Requirement that residence is maintained within a designated area, usually within the jurisdiction of the employer (e.g., city, county, township, school district, etc.).

Section 48.1. All employees must reside within Fayette County, or in a contiguous county, within six (6) months after their permanent appointment and, as a condition of continued employment, must continue to reside within such area. In the event required residency is outlawed or found unconstitutional by either state or Federal Government, then employees shall have the right to live anywhere they choose.

**DRUG TESTING:** Provision for drug testing of employees includes any of the following;

RT Random Testing  
RS Reasonable Suspicion  
PC Probable Cause  
PA Post Accident  
PE Pre-Employment

Section 38.1 Drug/alcohol testing may be conducted on employees (post-incident, reasonable suspicion, or randomly using a valid method of selection).

**FITNESS STANDARD:** Physical fitness requirements or standards.

Section 38.1. Sworn personnel shall participate in the Mandatory Physical Abilities Testing program. The Physical Abilities Test shall measure whether employees are physically able to perform the essential functions of their position. The program may be subject to change for valid

**SUB-CONTRACTING: Contracting out or sub-contracting of bargaining unit work.**

**Section 11.6 Subcontracting** The County will not subcontract work for the express purpose of laying off County employees.

**MINIMUM MANNING: Minimum staffing levels indicated**

**Section 1. Core Personnel.** The parties agree that the Township Board of Trustees shall maintain a Fire Department with the core staffing level for full-time personnel of twelve (12) bargaining unit members, with four (4) members scheduled for each shift.

**MAD: Mutually agreed upon dispute resolution procedure; a procedure that supersedes the statutory dispute resolution procedure in ORC Chapter 4417.14.**

(C) The parties each recognize and acknowledge that this Dispute Resolution Procedure is a mutually agreed upon process for Alternative Dispute Resolution Procedure, which specifically does not provide for the use of mediation, but in all other respects, follows the statutory dispute resolution procedure of Section 4117.14 of the Revised Code.

**WAGE INCREASE ACROSS BOARD:**

**Percent: Across-the-board Percentage wage increase negotiated.**

**Section 1. Pay Ranges and Rates.** Effective April 1, 2014, annual salaries shall be increased by three percent (3%) as set forth in the following pay schedule:

Effective April 1, 2015, annual salaries shall be increased by two percent (2%), as set forth in the following pay schedule:

Effective April 1, 2016, a two and one-half percent (2.5%) general wage increase shall go into effect, as set forth in the following pay schedule:

**Hourly: Hourly amount increase given as a negotiated increase.**

The City agrees to a pay increase of twenty cents (\$.20) per hour beginning with the first full pay of July 2017.

**Annual: A negotiated dollar amount added to the base salary.**

Effective March 1 2015, all annual wage amounts, as set forth in Appendix A, shall be increased by one thousand two hundred fifty dollars (\$1,250.00).

Effective March 1 2016, all annual wage amounts, as set forth in Appendix A, shall be increased by one thousand two hundred fifty dollars (\$1,250.00).

**Lump Sum: A one-time dollar amount given which is NOT added to the wage scale. Many times a signing bonus.**

[\*Results from increasing the scale by 3% for 2015, 2% for 2016 and 1% for 2017.]

As soon as reasonably possible after approval of the Agreement by the parties, the Township shall pay each bargaining unit employee a one-time lump sum of \$750.00 not added to the base.

**Comments: Explanation of an unusual wage increase or signing bonus or a provisional increase (EG. Sergeants receive a 2% and Lieutenants receive a 2.5%) or STEP FREEZE.**

Section 2

FF/Paramedics shall receive a 2% base wage increase effective the first day of January in 2015.

Lieutenants shall receive a 3% base wage increase effective the first day of January in 2015.

Captains shall receive a 4% base wage increase effective the first day of January in 2015.

**BENCHMARK: Fire Job Titles:**

Assistant Fire Chief  
Battalion Chief  
EMT  
Fire Captain  
Fire Captain/EMT  
Fire Captain/Paramedic  
Fire Dispatcher  
Fire Inspector  
Fire Lieutenant  
Fire Lieutenant/EMT  
Fire Lieutenant/Paramedic  
Fire Sergeant  
Firefighter  
Firefighter/EMT  
Firefighter/Paramedic  
Paramedic