

POLICE 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.

Sergeants shall be paid wages equal to twelve percent (12%) above police officers wages (over 2 years of service).

Lieutenants shall be paid wages equal to twelve percent (12%) above Sergeants wages.

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.

Section 3. Hazardous Duty Pay. The City shall provide to all bargaining unit members hazardous duty pay in the amount of five hundred dollars (\$500) annually. Payment for the hazardous duty pay shall be made in separate checks.

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

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 31.1. The Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. A list of all required uniform and equipment items is

V = VOUCHER OR VENDOR: (Put V for Vendor and enter dollar amount OR V for Voucher without a dollar amount)

Section 1. Bargaining unit employees shall receive an annual clothing allowance of eight hundred dollars (\$800.00). The allowance may be used by employees to purchase and/or replace authorized uniform items and equipment as established by the Chief of Police. The Employer shall either establish a dedicated account with an approved vendor by which the allowance can be redeemed or payments will be made when receipts are provided by the employee to the Township.

ALLOWANCE (MONETARY AMOUNT): Dollar amount for annual uniform allowance.

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.

The **BELOW** is NOT an example of Uniform allowance. Uniform allowance is NOT for those who wear "plain clothes," only for required Uniforms

Section 32.3 All employees assigned to an Investigator's position and required to wear "plain clothes" shall receive a Six Hundred Dollar (\$600.00) annual allowance for clothing purchase. "Plain clothes" officers may purchase clothing necessary to adequately carry out their assignments and as approved by the Sheriff. Upon prior approval of the Sheriff, the Employer agrees to reimburse the employees assigned to "plain clothes" the actual cost of the clothes items, up to the Six Hundred Dollar (\$600.00) maximum, upon the proper submission to the Employer of a receipt showing the purchase of the item.

CLEANING: Employer provides uniform cleaning. (Yes or Dollar Amount)

Section 25.4. The City will contract for cleaning of officers' and dispatchers' uniforms and the Investigators suits, at the City's expense.

Section 3. All full-time police officers shall receive an annual clothing maintenance allowance of three hundred dollars (\$300.00), to cover dry cleaning and tailoring of uniform items not adaptable to general usage as ordinary clothing.

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.

Section 33.1. Mileage Reimbursement. Employees shall receive mileage reimbursement for authorized use of private automobiles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at twenty-seven (27) cents per mile.

IRS rate for mileage reimbursement for use of personal vehicle for work related travel.

- C. In the event that an employee receives prior approval by the Police Chief or the Board of Trustees to use his personal vehicle for the purpose of Township business, such employee will be paid at the rate established annually by the Internal Revenue Service.

FIREARM PROFEICIENCY: Firearm proficiency bonus.

FREQUENCY: Frequency type: Hourly – HR, Annually – AN, Monthly – MO, Weekly - WK

A bargaining unit member who completes both scheduled qualifications in a given year shall receive \$850.00. A bargaining unit member who is unable to complete one of the two scheduled qualifications due to a work related injury approved by the employer, but does successfully complete one qualification, shall receive half of the qualification amount for that year.

TUITION: Full or partial reimbursement for approved courses.

Tuition reimbursement for coursework, books and lab fees at an accredited college or trade school is available to full-time employees in active pay status who have completed initial probation. Employees will be reimbursed for satisfactorily completed courses which directly apply to their current position or a classification in the agency. The maximum reimbursable amount per employee for courses completed in a given contract year is:

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:

Employees covered by this Agreement shall accrue vacation at the following rates:

Continuous Service	Accrued Vacation
1-5 years	2 weeks
After 5-14 years	3 weeks
After 14-20 years	4 weeks
After 20 years	5 weeks

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

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 (5th) 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:

Longevity

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.

Section 3. **Personal Days.** Each regular full-time employee will be credited with three personal days in January of each year, two of which must be taken by the employee during that calendar year, and one of which may be carried over into the next calendar year. The use of personal days and personal time off must be approved by the employee's supervisor.

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.

Section 27.1 Injury leave shall be granted by the City for a period of up to one hundred twenty (120) working days after the date of injury giving rise to the need for such leave. Injury is defined as a service connected disability which prevents an employee's ability to perform normal duty.

Section 27.2 Injury leave shall not be charged against sick leave. However, at the expiration of injury leave, if continued absence is necessary, sick leave may be used.

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.

Section 2.6. Conventions. Not more than one (1) duly elected Union delegate (or his alternate) to the annual Conference of the Union shall be granted time off with pay for up to three (3) days for the purpose of participating in such convention. The Union shall give the City at least one (1) calendar month's written notice of the member who will be attending such function. In addition, not more than one (1) employee Union member who might be elected to the State Executive Board of the Union shall receive time off without loss of pay or other benefits for up to three (3) days per calendar year to attend scheduled meetings of the Union's Executive Board. Also, the Union will receive up to two

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.

Fatal Force/ Stress Leave: Paid time off in the event of an incidence of fatal force. Also known as Stress days.

Section 25.1. A member of the bargaining unit who, in the line of duty, is directly involved in an incident in which firearms are discharged, or the employee is placed in a life threatening situation which would cause a reasonable employee to become traumatized, or where a bargaining unit member is directly involved in an incident where a fellow employee, suspect, or inmate is killed or seriously injured, may be eligible for paid Trauma Leave. Where the employee has applied fatal force, the Trauma Leave shall be a minimum of five (5) workdays.

SICK LEAVE

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

11.02. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

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.

sickness is caused, by intoxication. Unused sick leave shall be cumulative up to 120 workdays unless more than 120 days are approved by the responsible appointing administrative officer of the employing unit or authorized by other provisions of this chapter. The previously accumulated sick leave of an employee

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 14. Attendance Bonus Employees may earn a lump sum attendance bonus of one day's pay (8.25 hours) at the employee's regular hourly rate for not utilizing any paid sick leave in either one or both of the two (2) six (6) month period (Period 1: January 1 – June 30 and Period 2: July 1 – December 31). Employees may elect to

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.

Section 13. Sick Leave Donation - During any rolling 12 month period, employees who have completed their probationary period may contribute up to 41.25 hours of their accrued sick leave to other employees of the City of who have exhausted their accrued leave (sick, vacation and comp. time) and they or their spouse or child are stricken with catastrophic or life threatening illness or injury. The receipt of

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

In the event of the death in the immediate family, a Bargaining Unit employee will be granted a four (4) day leave of absence with pay to be charged against his accumulated paid sick leave, or without pay if no accumulated sick leave is available. For such purpose, the immediate

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.

A. In addition to the provisions above, Bargaining Unit Members shall be entitled to five (5) days of bereavement leave with pay (not to be deducted from sick leave) when there is a death in the member's family for the following:

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).

Two additional days may be granted for lengthy travel of a distance greater than a 200 mile radius of , Ohio. In the event of death, the following relationships are considered "immediate family:"

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.

Section 23.5. Compensatory Time. In lieu of payment for overtime worked, a Member may elect to receive compensatory time off. A Member may accumulate not more than two hundred forty (240) hours of compensatory time for hours worked. Any Member

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.

15.01 Any employee who must appear in court in a capacity related to his official duties as an employee in the City of , prior to or after leaving work, or on a day when he is not scheduled to work, shall be compensated at a minimum of four (4) hours, for such court appearance at the rate of one and one-half (1½) times his regular hourly rate.

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

Section 21.12: **STANDBY PAY:** Members required to carry a beeper to be called for work shall be paid an additional two (2) hours at one and one half (1-1/2) times his/her rate per week.

Also known as ON CALL

Section 37.1. Employees who are required by the Employer to be on call from Friday night at the end of their work shift until Monday at the beginning of the workweek shall be paid the sum of ten (10) hours pay at their regular rate of pay. Employees required by the Employer to be on-call on any

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

Section 1. Reporting Pay. An employee who reports for work on his/her scheduled day and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the Employer's control, shall be guaranteed three (3) hours pay.

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

All hours worked in excess of a scheduled work shift or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act. Overtime shall be computed to the nearest half hour.

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 13.5 Recall Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. Laid off employees shall maintain recall rights for a period of two (2) years. Any employee who refuses a recall to a position shall be removed from the recall list.

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

A minimum of four police officers, of which no more than one will be part - time, will be scheduled for duty. In the event the City institutes fixed shifts, it

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

Date of Increase: Effective Date of Wage Increase Negotiated

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.

Effective January 1, 2016, employees shall receive a minimum of twenty-four cents (\$.24) per hour increase added to their hourly rate of pay.

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. Often 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.

During the following two years of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for either a General Wage Increase or a Merit Increase,

BENCHMARK: Safety Job Titles (found in Police and Sheriff Contracts) :

Animal Control Officer
Captain (County Sheriff)
Clerk
Clerk-Typist
Cook
Corporal
Corrections Captain
Corrections Corporal
Corrections Lieutenant
Corrections Ofcr/Jailer
Corrections Sergeant
Corrections Supervisor
Court Services Officer/Deputy
Custodian (County Sheriff)
Detective
Dispatcher/Clerk
Dispatcher/Jailer
Evidence Technician
Head Cook (County Sheriff)
Lieutenant (County Sheriff)
Maint Repair Wkr
Park Ranger
Parking Enforcement Officer
Part-Time Police
Part-Time Safety Dispatcher
Police Captain
Police Commander
Police Lieutenant
Police Officer
Police Sergeant
Process Server
Public Safety Officer
Record Clerk
Safety Dispatch Sergeant
Safety Dispatcher (City, Township, District)
Safety Dispatcher/Communications (County Sheriff)
Safety Dispatcher – 911
Safety Dispatcher Supervisor
Secretary
Sergeant (County Sheriff)