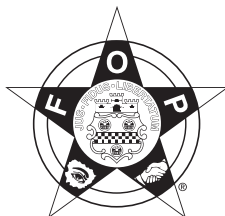


**CONTRACT**

**BETWEEN**

**THE CITY OF PHILADELPHIA**

**and**



**FRATERNAL ORDER OF POLICE  
LODGE NO. 5**

**FOR THE TERM**

**JULY 1, 2009 through JUNE 30, 2014**



John McNesby  
*President*

Dear Brothers and Sisters:

I am proud to provide to each active FOP member this contract book which will serve as a portable resource available to you at all times. It is sized so that you can carry it with you in your briefcases, backpacks, purses or in your back pockets as a constant reminder of your rights under our Collective Bargaining Agreement with the City or with regards to issues hammered out outside the arbitration process.

This book is and has been a goal of mine since I took office in 2007 and now can be accomplished because of the issuance of the 2008-2009 and the 2009-2014 arbitration awards and the resolution of issues outside that process.

Since the last time the "contract" was published you will see a progression of positive, innovative and unprecedented changes in your wages, benefits and working conditions. Make no mistake these improvements were obtained for you through the input, testimony and support of members just like you, combined with the hard work and commitment of members of Lodge 5's Executive Board.

This book was designed and made in such a way as to last and be a source of information for you in years to come.

I have said it before and mean every word "we at the FOP are only a phone call away." Should you have any questions about this book or anything involving your careers as Philadelphia Police Officers please do not hesitate to contact us at Lodge 5.

Fraternally yours,

John McNesby,  
President

Jim Wheeler,  
*Recording Secretary*

Philadelphia Lodge 5  
Fraternal Order of Police

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## **I. PREAMBLE**

This Contract is entered into by and between the City of Philadelphia (hereinafter referred to as 'the City') and the Fraternal Order of Police, Lodge No. 5 (hereinafter referred to as 'the FOP').

## **II. SCOPE OF AGREEMENT**

### **A. Recognition**

The City recognizes Lodge No.5 of the Fraternal Order of Police as the exclusive collective bargaining representative of the bargaining unit covered by this Contract, pursuant to Act 111, including the following classes of full-time Civil Service employees with permanent appointments: Police Officer; Police Officer I; Police Corporal; Police Detective; Police Sergeant; Police Lieutenant; Police Captain; Police Staff Inspector; Police Inspector; Chief Police Inspector; Graphic Artist; Prosecution Detective I; Prosecution Detective II; Prosecution Detective Sergeant; Prosecution Detective Lieutenant; Prosecution Detective Captain; Deputy Chief Prosecution Detective; Criminal Prosecution Special Investigator in the Office of the District Attorney.

The parties have included herein certain provisions that have arisen by virtue of Act 111 Awards and negotiations and also provisions contained in current Civil Service Regulations that were not mandated by Act 111 Awards or negotiations. The inclusion of these Civil Service Regulations is for the purpose of providing a more complete and lucid document and is not intended to abridge in any way the right of the City under the Home Rule Charter to manage its employees and to effect changes in all personnel matters, including the right of the Civil Service

Commission to amend any Civil Service Regulations consistent with the City's obligations under the requirement of the Act 111.

### **III. UNION RIGHTS, UNION MEMBERSHIP AND DUES CHECKOFF**

#### **A. FOP Rights**

1. The FOP shall be notified of all substantive changes or new rules and regulations applicable to the Police Department affecting members of the FOP bargaining unit at least ten (10) days before the effective date of such change, unless the change is occasioned by an emergency.
2. The eighteen (18) elected Executive Board members whose names have been submitted to the Police Commissioner and the Personnel Director shall be permitted to visit police districts to conduct necessary Union business. This provision shall not be construed to permit the conduct of Union meetings in police districts. Visits shall be preceded by reasonable notice of not less than one (1) hour.
3. The FOP may use Police facilities for the conduct of its elections. The FOP shall conduct these elections in such a fashion so as not to disrupt the operation of that facility.

#### **B. Information to FOP**

The City shall provide the following information to the FOP so that it may administer this contract:

1. Injury reports which are released by the individual employee;

2. Notification of employees on leaves of absences including maternity; and
3. Copies of disciplinary actions when employees are notified.
4. When back pay is awarded in a grievance arbitration, the City will provide the FOP with a copy of the distribution sheet and will keep the FOP informed concerning compliance with the Award.

C. Agency Shop

1. Any employee who fails voluntarily to acquire and maintain membership in the FOP shall, as a condition of continued employment be required, beginning on the thirtieth day following the end of the initial probationary period, and thereafter, to pay to FOP a monthly service fee as a contribution toward the administration of this Contract. The monthly service fee shall be \$1.00 (one dollar less than the regular monthly dues of an FOP member. The aforementioned service fee shall be deducted by the City, bi-weekly from the pay of those employees who do not acquire and maintain FOP membership.
2. This obligation may be met by the dues check off procedure set forth in Section D below, or the individual may discharge this obligation by paying the FOP directly.

D. Dues Check off

1. The City shall deduct the dues and initiation fees of the FOP from the pay of those employ-

ees who individually request or authorize in writing that such deductions be made.

2. The amounts deducted from the pay of bargaining unit members as set forth in paragraph 1 above, shall be certified to the City by the FOP and the aggregate deductions of all members of the bargaining unit shall be remitted, together with an itemized statement to the FOP by the last day of the succeeding month after such deductions are made.
3. The FOP shall indemnify and hold the City harmless against any and all claims, suits, orders, damages or judgments brought or issued against the City as a result of any action taken or not taken by the City under the terms and conditions of this Contract as it relates to these deductions.

E. New Employees

The provisions of Section A. subsection 1. of this Article shall become and be effective for new employees after thirty (30) calendar days from completion of their initial probationary period; provided, however, that any police officer shall have the right to join the FOP on a voluntary basis at any time subsequent to their appointment and authorize dues check off in the manner prescribed in Section B of this Article.

#### **IV. Management Rights**

The city, consistent with sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the City, except as modified by this Award and those provi-

sions of the agreement which are not inconsistent with or contrary to the exercise of such discretion.

Matters of inherent managerial policy are reserved exclusively to the City. Except as specifically addressed in this Award and the collective bargaining agreement, matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as civilianization of bargaining unit member positions, as addressed in the Award, the functions and programs of the City, standards of service, the overall budget and the organizational structure of the Police Department, and the selection and direction of personnel.

When and if the City determines to amend a Civil Service Regulation not covered by this Award or the resulting agreement, the City shall first meet with the FOP and discuss the matter. In no event shall the City amend Civil Service Regulations in a manner inconsistent with the Home Rule Charter as presently constituted or as amended, or in a manner which would alter wages or fringe benefits.

## **V. JOINT LABOR MANAGEMENT COMMITTEES**

### **A. Designation of Committees**

1. The parties hereby establish advisory committees on the following subjects:
  - a. practice and procedure:
  - b. equipment and standardization
  - c. advancement and training: and
  - d. medical benefits and treatment, for on-duty and off-duty injuries and illnesses.
2. The City and the FOP shall create a joint Labor-Management Committee to consider changes in policies and procedures to strengthen

departmental ethics and accountability. Topics to be considered by the Committee shall include, but not be limited to:

- a. the disciplinary code;
- b. the grievance and arbitration process;
- c. criteria for transfers; and
- d. field training officers.

The Committee shall meet and discuss the topics listed above, and may create subcommittees as necessary. Nothing in this section shall be construed to abridge the rights of the City and the Police Department under XXI-R, Management Rights or the rights of the FOP under Act 111 or the collective bargaining agreement.

B. Composition of Committees

The Committees shall be comprised of six members, three of which shall be selected by the Police Commissioner and three by the FOP.

The three members appointed by the Police Commissioner to the Joint Labor-Management Committee shall be of a responsible rank so as to address the subject matter of the committee.

The City shall appoint a high ranking member of its Personnel Department as a member of the Testing Committee.

C. Chairman

The parties agree to divide the responsibility of chairing the meeting equally. Thus, the City and the FOP shall each appoint a chairperson to two of the above referenced four committees from among their members on that committee.

- D. Time and Conduct of Committee Meetings  
Committee meetings shall be conducted not less than once every two months to consider topics raised by Committee Members, at which time members will have the opportunity to discuss and/or to present expert testimony on the issues before the Committee.
- E. Committee Advisory Reports  
Each committee shall issue an annual report detailing its findings and recommendations. The members shall be permitted to append additional concurring or dissenting reports to the findings of the Annual Report.
- F. Effect of Report  
The Committees and the Annual Reports of the Committees shall be advisory only and shall not constitute any limitation on the management prerogatives of the Police Commissioner and the City.
- G. Work Schedules  
Refer to Article VI, section K
- H. Assignment of Permanent Midnight Shift  
Refer to Article VI, section L
- I. Civilianization  
The City shall be entitled to consider the civilianization of those classifications and positions presently occupied by police officers enumerated in City Exhibit No. 133, subject to certain conditions. The City is entitled to consider changing the enumerated police officer positions to the civilian classifications of Clerk Typist I, Correctional Officer, Police Communications Dispatcher and Criminal Evidence Specialist.



Prior to implementing civilianization of the above-enumerated classifications, the City shall meet with designated representatives of the FOP to discuss the jobs the City intends to civilianize and the reasons and need for such civilianization. If the parties, after sixty days subsequent to the initial meeting, are unable to agree upon the need for and conditions applicable to the civilianization of the jobs under discussion, then the City may implement the civilianization of such jobs and the FOP may submit the propriety of such civilianization to arbitration consistent with the provisions of the collective bargaining agreement.

The maximum number of jobs subject to civilianization shall be the 179 such positions referred to in City Exhibit No. 133.

No civilian shall supervise a sworn police officer at the first level.

J. Day Care

A joint committee with an equal number of representatives of labor and management shall be established to study the issue of daycare services for members of the bargaining unit and to make a recommendation thereon to the City within six (6) months of the date of this Award.

K. Bulletproof Vests

A joint committee with an equal number of representatives of labor and management shall be established to study industry practices and standards regarding replacement of bulletproof vests and to make recommendations thereon to the Police Commissioner.

- L. Joint Testing and Examination Committee  
The parties shall form a joint Testing and Examination Committee composed of three (3) representatives of the FOP named by the President of the FOP and three (3) representatives of the City named by the Personnel Director, including one high-ranking member of the Personnel Department. The Testing and Examination Committee shall meet regularly and at least once before and after each examination and shall make non-binding recommendations to the City regarding the improvement of testing and examination procedures. The FOP representatives shall recuse themselves from any meeting for which the particular representative is a candidate.

- M. Commanders  
A six-member committee composed of three members selected by the City and three members selected by the FOP shall be formed for the purpose of determining unresolved issues regarding the ranks of Captain and above.

The Arbitration Panel shall retain jurisdiction, in the event the Committee is unable to reach agreement by October 31, 1998, the Panel shall reconvene and issue an appropriate award.

- N. Pension Labor-Management Committee
1. The City and the FOP shall create a Joint Labor-Management Committee to consider changes in pension benefits such as development of a cost of living increase mechanism and the issue of extending health care coverage for future retirees.
  2. The Committee shall be composed of six members; three selected by the City and three

selected by the FOP and shall meet at least once a month.

3. The Committee shall issue a report of its finding by no later than June 30, 1999.

O. Transfers

A transfer committee comprised of equal numbers of representatives appointed by the Police Commissioner and the FOP shall address issues related to the transfer of employees including transfers of officers at the rank of lieutenant and above and an equitable system for transfers of officers out of specialized units for non-disciplinary reasons other than essential manpower requirements.

P. Catastrophic Leave Bank Committee

The City and the Union will establish a program to permit employees covered by this agreement to donate accrued vacation leave to a leave bank. The program shall be administered by a Joint Labor Management committee consisting of three (3) members appointed by the Union and three (3) members appointed by the City. The program shall be subject to the following rules:

1. Each year during the period of January 1 to March 31, employees may contribute accrued vacation leave to the leave bank.
2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing. Employees may contribute from one to five days in whole day increments only.

3. Eligibility for transfer of vacation leave shall be limited to employees who have donated a vacation day to the leave bank in the last contribution period. Only employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave are eligible for a grant of leave time from the transfer of leave bank.
4. The committee shall have the sole authority to determine eligibility for a grant of leave. The committee shall review applications from employees for a grant of leave from the leave bank and determine the amount of leave to be granted. Grants of leave shall be limited to a maximum of thirty (30) leave days. Employees may apply for a maximum of two grants during a calendar year.
5. Employees receiving such transferred leave shall only be credited in accordance with the Civil Service Regulations governing maximum leave accrual.

If an employee who has received transferred leave separates from City service for any reason, there shall be no payment for unused transferred leave. Unused transferred leave shall be returned to the leave bank. No aspect of this benefit shall be subject to the grievance procedures

- Q. Health Care Cooperation Committee
- The City and the FOP with, if possible, the other City Unions will establish the Joint Labor-Management Healthcare Evaluation Committee ("Committee"). The attached Appendix describes

the Committee's structure and goals and is incorporated into and shall be part of this Award. Appendix is listed as A.

R. Scheduling Officers for Court

A Committee comprised of two (2) representatives from the F.O.P. and the City shall meet monthly with a court liaison officer and a representative of the District Attorney in an effort to minimize the scheduling of officers for court at times other than a scheduled holiday and shift.

**VI. HOURS OF WORK AND OVERTIME**

A. Work Week

The normal work week for the employees covered by this contract shall be forty (40) hours, Monday through Sunday, inclusive.

B. Work Day

The normal work day for the employees covered by this contract shall be between eight (8) and eight and one-quarter (8.25) hours, which shall include a thirty (30) minute lunch period. Solely for the purpose of computing leave usage and accrual, an eight (8) hour day will be used.

C. Overtime

1. All employees below the rank of Captain shall receive compensation at the rate of one and one half times their regular rate of pay for all hours worked in excess of the normal work day.
2. Equalization of Overtime  
Supplemental services hiring or scheduled absentee replacement that the Department makes available within each district/unit shall

be offered on a rotating basis by seniority, within rank, within each district/unit among those who have volunteered in writing for such assignments. Employees on the Sick Abuse List shall not be eligible to participate in this rotation. An employee who declines an offered voluntary overtime assignment shall not be offered another voluntary overtime assignment until his/her name is reached again on the rotation.

D. Compensatory Time (In Lieu of Overtime)

1. Employees at the rank of Captain or above shall be granted compensatory time in lieu of overtime for all hours worked in excess of the normal work day. Compensatory time shall be computed on an hour for hour basis, and may be accrued up to eleven hundred (1,100) hours maximum, effective July 1, 1998.
2. Upon the retirement of an employee holding the rank of Captain and above, the City shall purchase up to five hundred fifty (550) hours effective July 1, 1998 of the accumulated compensatory time.
3. An employee holding the rank of Captain and above shall have the right to take annually five (5) days of compensatory time consecutively, to be scheduled with the approval of the appointing authority.
4. The lump sum purchase of the three hundred twenty-five (325) and/or three hundred fifty (350) hours as of July 1, 1989 of accumulated unused compensatory time shall be in addition to the compensatory time that employees at

the rank of Captain and above may presently take off prior to the effective date of their retirement, which is not to exceed one hundred twenty (120) hours. In no event, however, shall the run off and purchase of compensatory time exceed four hundred forty-five (445) hours effective July 1, 1989 and four hundred seventy (470) hours as of July 1, 1990.

5. Employees holding the rank of Captain or above may cash in two (2) weeks of accumulated, unused compensatory time per year, provided that all cashed-in compensatory time shall be deducted from an employee's balance of unused compensatory time.
  6. Effective July 1, 2011, officers at the rank of Captain and above will be permitted to accumulate compensatory time on an hour for hour basis up to a cap of 1200 hours. These employees will be permitted to cash out up to 600 hours of compensatory time at retirement from the Department subject to the existing rules and regulations.
- E. Call In Time on Scheduled Day Off  
Any employee who is required to report for work on a non-scheduled work day shall be paid overtime for work performed on this call-in tour of duty for not less than eight (8) hours, except as set forth in Section G below.
- F. Call Back After Completion of Shift  
Any employee who is called back and required to work on any day after the completion of a regular tour of duty shall receive overtime pay for not less

than two (2) hours of work; however, this shall not apply to the situation where an employee continues with work immediately after his/her scheduled day's work, subject to interruption for meals.

G. Appearance Before Civil or Judicial Bodies

Any employee who, in the performance of official duties is required by the City to appear before designated Civil or Judicial Bodies shall be eligible for overtime pay as follows:

1. If required to appear on a scheduled work day at a time other than his/her regularly assigned shift, the employee shall receive not less than two (2) hours overtime pay, or, where such required appearance exceeds two (2) hours, any and all time beyond the minimum of two (2) hours shall be compensated at the overtime rate.
2. If an employee is required to appear before a Court of Record or Grand Jury and his/her normal duty tour is:
  - a. From 12:00 midnight to 8:00 a.m., the tour of duty shall terminate two (2) hours before the normally scheduled quitting time; and,
  - b. From 4:00 p.m. to 12:00 midnight, the employee shall be required to report to work as scheduled and shall have two (2) additional hours added to her/his earned but unused vacation time. An employee who has an earned but unused vacation leave balance of 70 days (560 hours) or more shall, in lieu of additional vacation leave, have two (2) additional hours added



to his /her holiday compensatory time.

3. Employees required to appear on a scheduled day off may request to work a full tour of duty on that day (normally 8:00 a.m. to 4:00 p.m.) by:
  - a. reporting for work and performing work assignment;
  - b. appearing before the civil or judicial body;
  - c. after such appearance. return to his/her work assignment for the balance of the tour of duty; and,
  - d. any employee working as set forth in (a), (b), and (c) above, shall be paid eight (8) hours overtime in lieu of their day off.
4. When an employee is required to appear on a day off, but does not elect the option set forth in Section G, subsection 3 of this Article, he/she shall be guaranteed a minimum of four (4) hours pay at overtime rates. In the event that the four (4) hour period is exceeded, the employee shall be compensated at the over-time rate for all hours spent before the civil or judicial body.
5. For purpose of this Section, Civil or Judicial bodies shall include the following:
  - a. Bureau of Highway Safety;
  - b. Civil Service Commission;
  - c. Court(s) of Record;
  - d. Departmental Board of Inquiry;
  - e. Grand Jury;
  - f. Medical Examiner's Board;
  - g. Police Advisory Board;
  - h. Traffic Court;
  - i. Pennsylvania Liquor Control Board;

- j. Workmen's Compensation Hearings;
  - k. A person authorized to take depositions for use before a civil or judicial body;
  - l. Any other civil or judicial offices as may be designated by the Personnel Director.
- 6. A Committee comprised of two (2) representatives from the F.O.P. and the City shall meet monthly with a court liaison officer and a representative of the District Attorney in an effort to minimize the scheduling of officers for court at times other than a scheduled holiday and shift.
- 7. Effective January 1, 2010, officers who do not receive notice at least 48 hours in advance of the time they are directed to appear for a required court appearance, other than a preliminary hearing, scheduled for a date the officer is not scheduled to work, shall be paid a minimum of 4 hours of overtime at a rate of 2.5 times the employee's regular rate.
- H. Standby Time For Prosecution Detectives' Class  
Employees in these classes who, following their regular working hours, as well as on Saturdays, Sundays or holidays, when such employees are not normally expected to work, serve in a standby capacity by being available or subject to call for work in accordance with a pre-arranged weekly authorized schedule for such standby work, shall be entitled for such weekly standby duty to eight (8) hours of time off from work with pay (compensatory time), such time to be used at the authorization of the City.
- I. Appearance To Answer Charge Against Oneself  
If the appearance is required to answer charges pre-

ferred against the employee, no overtime pay shall be granted.

J. Drop-Back Vacancy Assignments

The Police Department may assign employees to fill vacancies on a drop-back shift caused by the absence of the employees who were scheduled to drop back. Volunteers will be given priority for this assignment. The assignment of employees to fill drop-back vacancies shall not be considered a schedule change under Paragraph 30 of the 1992-1996 Interest Arbitration Award {Section IV-H of this contract} or entitle the employees to any overtime Pay.

K. Work Schedules

1. Shift Schedule

Except as provided below, any proposal by the City to modify work schedules shall be submitted for discussion to a joint committee with an equal number of representatives of the FOP and the City. If no agreement is reached regarding the City's proposal, the disagreement shall be submitted to a mutually agreed upon neutral who shall be required to fully resolve the issues in dispute within ten (10) days of the date of the submission. The City may not implement any terms of its proposal until issuance, of the, neutral's decision. Any proposal by the FOP to modify work schedules also shall be submitted to the committee; however, no such proposal will be submitted to the neutral and will not be implemented unless the parties reach agreement.

2. Once during each calendar year the City shall have the right to change schedules within a recognized work unit without the requirement of a

submission to a neutral, provided that affected bargaining unit members are given at least thirty (30) days notice of a change in schedule. A schedule change shall not result in a change of more than one day in an employee's work week, more than eight (8) hours going forward from the employee's regular shift, split shifts or more than two different starting times in a work week.

3. Bargaining unit members will be excused from the work schedule change for hardship, provided that this is consistent with the Police Department's operational needs.
4. The additional rights provided for in Section IV-H-4 above shall only be applicable if the Police Department establishes a fixed non-rotating "last-out" 4-2, 5-2 shift for the patrol districts and detectives, and will remain in effect only so long as the fixed, non-rotating "last-out" 4-2, 5-2 shift is in effect.
5. The Panel shall retain jurisdiction over the new provisions for ninety (90) days following the date of this Award. During this ninety (90) day period, the Panel reserves full authority to review these new provisions to ensure that they meet the needs of the parties. The Parties existing rights under the Work Schedule provision of the contract shall remain unchanged and the Panel shall have no authority to alter or diminish these rights.
6. The Panel recognizes that crime, particularly violent crime, is a significant problem in the City and that the new Administration has made

reducing crime a top priority and is taking aggressive action to do so. In order to aid in those efforts, the Panel believes it is appropriate to give the Department additional flexibility to respond to crime patterns.

7. a. The Department shall be entitled to adjust an employee's normal scheduled starting time by four (4) hours up to six (6) days per year without the payment of overtime. Employees will be given at least twenty-four (24) hours advance notice whenever practical.
- b. The Department shall have the right to change the scheduled starting time of employees in the rank of detective by up to three (3) hours three (3) times per calendar year for an entire workweek without payment of additional overtime. Employees will be given at least seventy-two hours notice of the change.
- c. The Department shall continue to have the right to change the scheduled starting time of employees in the Highway Patrol Unit and the Strike Force by up to three (3) hours without payment of additional overtime to respond to crime patterns. All changes shall be made in accordance with the requirements of the 2000 Award for similar changes to the work schedules of the tactical Five/Seven Squads.
- d. The City will provide the FOP with at least ninety (90) days written notice of its intent

to change the work schedule for the entire bargaining unit.

8. Tactical Five/Seven Squads
  - a. Assignment of employees to the Tactical Five/Seven Squads in each of the 23 Police Patrol Districts shall be voluntary.
  - b. In order to address crime patterns, the City shall have the right to change the scheduled starting time of employees assigned to tactical Five/Seven Squads in each of the 23 Police Patrol Districts by up to three (3) hours without payment of additional overtime, unless the change increases the employee's actual hours of work to a level requiring such payments. For purposes of this Section, "tactical" shall be defined to include employees assigned to Five/Seven Squads, with the exception of administrative employees and those assigned to foot patrol.
  - c. Changes in starting times will be communicated to affected employees during the work week preceding the work week in which the change is to take effect and the new starting time shall be in effect for the entire work week.
  - d. At no time shall the changes described in this Section result in an employee being scheduled for less than two (2) consecutive days off between tours without the payment of overtime.

- L. Assignment of Permanent Midnight Shift
  - 1. Assignment to the Permanent Midnight Shift shall be provided as set forth below:
    - a. The Commissioner shall designate the first fifty percent (50%).
    - b. The remaining fifty percent (50%) shall bid on openings in each District. The most senior Officer who bids shall be awarded the shift unless the Commissioner determines that the Officer is not qualified but shall state the reasons in writing for that determination. In the event that a sufficient number of Officers by rank do not bid for the shift, the Commissioner shall have the right to assign a sufficient number of less senior Officers by rank in inverse seniority within the District.
  - 2. As of January 1st of each year, bidding for assignment of the permanent Midnight Shift shall be opened within each District or Division. The bidding process shall be completed by January 31st.
  - 3. At any time during the term of this contract, the Commissioner may assign a new Academy graduate to the Permanent Midnight Shift in the place of an Officer who has expressed a desire in writing for reassignment to another Platoon.

## **VII. HEALTH AND WELFARE**

- A. City Contribution
  - 1. The FOP has selected a jointly administered plan ("Joint Program"). The FOP may elect to change its selection and accept the City man-

aged care program ("City Administered Program") by written notice to the Mayor ninety (90) days before the start of any health plan year for the City Administered Program.

2. The City's contribution to the Joint Board (or "Fund") shall be as follows:

Effective July 1, 2008, the City's monthly dollar contribution to the Joint Board shall be \$1,165 per member per month.

3. The Monthly Payment required by Section A.2, shall be paid over to the Joint Program in twelve monthly installments as selected by the Director of Finance. All payments shall be made to the Treasurer of the Joint Program. A Monthly Payment shall be made for each active employee and for each employee/retiree of the categories hereinafter listed:

- a.) Each employee receiving benefits under Regulation 32 in a secondary position or awaiting placement;
- b.) Each full time employee terminating his/her employment after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans.

B. Opt-Out

1. A bargaining unit member may chose to opt out of City financed health coverage during specified opt-out periods. Opt-out periods shall take place annually from November 1 to December 15, with an effective date of January



1. Any otherwise eligible participant (including employees who are affected by Paragraph D, Non-Duplication of Benefits, below) may waive all health benefit coverage, including dental, optical and prescription, upon presentation to the City on the provided form of proof of adequate alternative coverage.
2. Any employee who receives such a waiver shall be credited with a “buy- back payment” of \$120.00 per month for the waiver period, which payment shall be accumulated and paid to the employee at the end of each calendar year. This sum shall not be considered as part of a bargaining unit member’s base salary. The City shall finance these “buy-back” payments in lieu of a requirement to contribute to the FOP Joint Trust on behalf of such employees.
3. Upon receiving such a waiver, the waiver shall remain in effect until the next opt-out period, unless the employee has a lifestyle change and elects to revoke the waiver. Lifestyle changes shall be defined as: marriage, divorce, birth or adoption of a child, death of a spouse or qualifying dependent, or starting or ending of a spouse’s employment. In the event of divorce, the employee must drop the divorced spouse from all City health plans as part of the lifestyle change election.

C. Joint Program

1. The benefits and coverages for eligible employees, eligible former employees and their eligible dependents shall be determined exclusively by the Board of Trustees for the Joint Program.

2. The City may appoint up to 20% of the Board of Trustees for the Joint Program ("Board of Trustees"). The Board of Trustees for the Joint Program shall be increased by one (1) member which shall be appointed by the City.
3. The Joint Program shall keep and maintain (or cause to be kept and maintained) all books and records relating to its health and welfare programs, including any health/medical arrangement under FOP control which receives, directly or indirectly, any City financial contributions. City-appointed Trustees shall have full and complete access to all books and records relating to the Fund.
4. The Fund shall be subject to annual audit to be conducted by an independent certified public accounting (CPA) firm and/or a qualified employee benefits consulting firm selected by the Board of Trustees of the Fund. The City may also, at its own expense, select an independent CPA firm and/or a qualified employee benefits consulting firm to conduct an annual audit of the Fund.
5. The Board of Trustees shall undertake serious analysis and consideration of cost containment strategies for the medical plans and dental, optical and prescription plans with the objective, among others, of identifying plan design and benefit structure modifications which will lead to a reduction in City costs for providing health benefits. To achieve this objective, no less than two (2) meetings per year of the Board of Trustees shall include an in-depth discussion of alternative cost containment strategies.

6. On or about July 1 each year, the City shall contribute \$50,000 towards the cost of operation of the Joint Board.
7. All funds paid to the Joint Program by the City under this Agreement, and all funds held by the Joint Program shall be held in trust subject to normal fiduciary standards and shall be applied only for the purpose of providing health and welfare benefits to eligible employees, eligible former employees and, and their eligible dependents.

D. Non-Duplication of Benefits

The following non-duplication rules shall apply in the City Administered Program and the Joint Program. Where any current or former employee (or their dependents) is eligible for coverage under health insurance program (whether funded by City contributions or not), such current or former employee (or their dependents) shall not be eligible for coverage under the City Administered Program or the Joint Program, and the City shall not be obligated to make any contribution to the Joint Program on behalf of any such current or former employee.

E. Coordination of Benefits

The City and the Union shall administer the City Administered Program and the Joint Program (or shall cause each plan to be administered) to provide for maximum coordination of benefits, with the City Administered Program and/or the Joint Program to be the secondary coverage to the maximum extent possible. Steps taken to ensure maximum coordination of benefits shall include, but shall not be limited to, full disclosure by employees of eligibility for health medical benefits through other plans.

The coordination of benefits required pursuant to this paragraph shall not result in a reduction of the Monthly Payments to which the Joint Program is entitled pursuant to this Article.

F. Covered Retirees

Covered retirees shall be in one of the above described plans and subject to the provisions of Sections D and E.

G. National Health Insurance

The adoption of national health insurance or any other form of universal care may alter the fundamental underpinnings of this Article. If any such provision is enacted into law, either party may reopen this Article by serving written notice upon the other. If the parties have not reached agreement within 90 days after receipt of such notice, the dispute may be submitted by either party for final resolution pursuant to Pennsylvania Act 111 and any other applicable law.

H. Death in Active Status

1. In the event a bargaining unit member is killed in the line of duty, the City shall pay all funeral expenses up to a maximum of fifteen thousand dollars.
2. The City will provide psychological counseling to all family members of police officers killed in the line of duty, if so requested. The spouse, children and parents of such officer shall be eligible for such counseling, and the cost shall be borne by the City.
3. If an employee dies while in active City service and, at the time of death has ten (10) years of

continuous service as a member of the bargaining unit, the City will continue to make contributions for health coverage for eligible dependents of the employee provided such dependents are receiving a survivor's pension, for a period of five (5) years from the date of the employee's death. The payments for the eligible surviving spouse and eligible dependents shall cease if the dependent becomes ineligible for a survivor's pension. Any such payments shall be made in accordance with the provisions governing health and welfare payments at the time the payment is due.

I. Health Care Cooperation Committee

The City and the FOP with, if possible, the other City Unions will establish the Joint Labor-Management Healthcare Evaluation Committee ("Committee"). The attached Appendix describes the Committee's structure and goals and is incorporated into and shall be part of this Award.

J. Life Insurance

1. The City shall provide the FOP the sum of money that it would cost the City to provide life insurance in the amount of twenty-five thousand dollars (\$25,000) with double indemnity to each employee.
2. In addition to the foregoing life insurance benefits, the City shall provide all active, full-time employees covered by this Award with a \$25,000 accidental death and dismemberment policy without cost to the employee.
3. The City shall pay to the FOP Four Thousand

Five Hundred Dollars (\$4,500.00) per month for administrative duties.

4. The City shall have the right to conduct an annual audit of the FOP Accident and Illness Fund.

K. Human Dignity

The safe and efficient operation of the offices and premises staffed by employees covered by this agreement has been described as a major concern to both the City and the FOP. The parties have recognized that a safe, healthful work environment and safe work practices are essential not only for the efficient management and operation of the Police Department, but also for the health, safety and morale of the members of the bargaining unit. Both parties have recognized that bargaining unit members and the public they serve are entitled to conditions which reflect the highest standards of human dignity. The City shall make all necessary provisions for the health and safety of its employees while at work and will abide by applicable federal and state laws. The City will provide police officers with clean and sanitary bathroom facilities at all locations.

L. Legal Services

1. Within sixty (60) days of the issuance of the Award, the City shall make a lump sum payment of two million (\$2 million) to the FOP Legal Services Fund.
2. Effective July 1, 2009, the City's contribution to the FOP Legal Services Fund shall be increased by \$2 per member per month to \$26.00.

3. The City's contribution under this paragraph shall not be used for the institution of legal proceedings against the City of Philadelphia or its affiliated organizations, their agents, officers, employees or representatives. However, legal aid may apply to criminal, tort and labor matters with respect to the City.
4. The Legal Services Plan shall include that:
  - a. All decisions regarding the Legal Services Plan, its benefits and its operations shall be made solely and exclusively by the Trustees of the Plan that shall be no more than five (5) in number, whose decision shall be final and binding, and;
  - b. The Trustees as fiduciaries shall exercise their independent judgment in matters that come before them, and;
  - c. The Plan shall be amended to specifically define all benefits, including criminal defense benefits and employment-related benefits.

#### **HEALTH AND WELFARE AS OF JULY 1, 2009**

- A. Monthly Contributory Requirement
  1. Effective July 1, 2009 the City's monthly contributory requirement to the Joint Trust shall be \$1,165 per member per month.
  2. Effective January 1, 2010 through and including June 30, 2010, the City's monthly contributory requirement to the Joint Trust shall be \$965 per member per month.

B. Health Benefits to Active and Retired Police Officers

1. Except as provided herein and except as may be determined by Law Enforcement Health Benefits, Inc ("LEHB"), the Plan of Benefits provided by LEHB on and in effect on June 30, 2009 for Active and Retired Police Officers and their families and eligible dependents shall remain unchanged for the duration of this Award.

Notwithstanding the foregoing, if LEHB should determine to substantively improve benefits during the term of the Award, the costs of such improvements shall not be reimbursed by the City and shall be specifically excluded from any obligation of the City to fund replacement of any reserves through creation of the escrow account provided for in this Award. The modification of benefits to achieve specific cost savings, such as a flu shot program, health fairs, etc, shall not be considered a substantive modification to those benefits. The cost of benefit changes mandated by federal or state law or regulations shall be reimbursed by the City.

C. Self-Insurance

1. Effective July 1, 2010 and until modified by a subsequent award or written agreement of the parties, LEHB shall provide to eligible active and retired police officers, their families and eligible dependents the level of benefits that was in effect as of June 30, 2009, except as modified pursuant to this Award, through a completely self-insured benefit program in strict accordance with the provisions of this Award.



2. LEHB shall be exclusively responsible for the administration of the self-insurance program for so long as authorized by the Joint Trust and shall prudently administer the program. This responsibility shall include, but is not limited to the selection of all providers (such as TPA/ASO, stop loss carriers, consultants, disease management and other services deemed necessary by LEHB currently and in the future to implement and maintain the modification to self insurance required by this Award. All contractual relationships regarding and arising from the self-insurance shall be exclusively between LEHB and the chosen providers. The City shall not have privity with those providers as a result of this Award.
3. LEHB shall, at least each calendar quarter, as soon as reasonably possible after the end of the quarter, provide the City with periodic reports of de-identified information regarding usage and experience in such detail as is reasonably necessary for the City to audit the claims being made and to demonstrate compliance with this Award. This information shall be considered highly confidential and shall be provided to a designated City representative. It shall be used solely to monitor LEHB's usage and experience under the self-insured program required by this Award.
4. Commencing with the first billing for medical, drug, dental and vision benefits received after July 1, 2010 from the selected providers as well as Related Expenses as defined below, LEHB shall transmit the bill thus received by the most

expeditious means possible to the designated City official. Within three business days after presentation of the bill for prescription drug claims and within fifteen calendar days after presentation of the bills for other expenses provided for in this paragraph, the City shall transmit directly to LEHB by wire transfer or other agreed-upon method the entire amount necessary to pay the bill as presented in a timely and businesslike manner. LEHB shall be responsible to forward the money to the provider with proof of payment being made to the City. In that regard it is recognized that different vendors and providers might require different payment dates and cycles. LEHB shall be empowered to obtain such payment dates and cycles as it deems most desirable and advantageous in performing the requirements of this Award. Any objection that the City might raise to such billing shall be resolved independent of the obligation to make such payment and shall not under any circumstance be used to set off or otherwise delay payment.

5. As used herein, the term "Related Expenses" shall mean expenses directly attributable to provision of benefits, such as TPA/ASO, stop loss, disease management and bundled services. It shall not include day-to-day administrative expenses.
6. Prior to September 1, 2010 and prior to each September 1 thereafter, LEHB shall provide the City with a statement setting forth the actual costs of medical, drug, dental and vision benefits and projected incurred claims as well as

Related Expenses for the plan year ended the prior June 30th and the trend to be applied for the plan year beginning the previous June 30th ("Budgeted Cost"). The trend shall be the average of the projected trend for this specific plan as determined by the Segal Company and a recognized benefits consulting firm designated by the City.

7. Within thirty (30) days before July 1, 2010 and each July 1st thereafter, LEHB shall present to the City a budget of projected administrative costs for the upcoming plan year. Commencing on July 1, 2010, and on the first day of each month thereafter, the City shall pay LEHB one-twelfth of the budgeted administrative costs. Within thirty (30) days of the end of the plan year, LEHB shall provide the City with a statement prepared by its auditor of actual administrative costs for the previous plan year. If the actual administrative costs are less than the budgeted administrative costs for that plan year, the City shall take a credit against the administrative costs payable in the current plan year. If the actual administrative costs are greater than the budgeted administrative for that plan year, the City shall make payment for those additional administrative costs within thirty (30) days. Any disputes about the reasonableness of the projected or actual administrative costs shall be resolved as set forth in this Award.
8. Within ninety (90) calendar days after October 1, 2011 and each October 1 thereafter, the parties shall compare the actual cost of benefits

and Related Expenses as provided by LEHB and as determined by the LEHB's auditor, to the Budgeted Cost for the last completed plan year. If the actual cost is less than the Budgeted Cost for the last completed plan year, the City shall immediately pay LEHB one-half of the difference thus determined. If the actual cost is more than the Budgeted Cost for the last completed fiscal year, there shall be no additional payments for the last completed fiscal year.

D. Run Out Escrow Account

1. On or before December 31, 2010, the City shall establish, fund and thereafter maintain an escrow account in an amount equal to benefits incurred in three full months of benefit payments (hereinafter referred to as "run out"). The escrow account shall be subject to an escrow agreement between the City and LEHB prohibiting the City from withdrawing funds from the escrow account unilaterally, except as provided in this Award.
2. The purpose of the Run Out escrow shall be to fund and satisfy all incurred but unpaid claims for which LEHB is responsible under this Award if and when the self-insured structure is replaced by an insured structure as a result of future Act 111 proceedings between the parties.
3. To the extent, upon termination of the self-insured structure created herein for any reason, that the Run Out Escrow account should prove inadequate to cover such incurred but unclaimed program benefits, the City shall immediately pay all such difference. If there are

funds remaining in the Run Out Escrow account six months after termination of the self-insured structure, the City shall be entitled to an immediate return of those funds.

4. To the extent that interest earned on the account causes the account to exceed the three month limit described above, the City may withdraw such interest and utilize it for its own purposes.

E. Drug and Doctors' Visits Benefits

Effective July 1, 2010, the benefits provided by LEHB shall include prescription drug copayments and doctors' visits copayments in the following amounts.

1. Prescription Drug
  - a. Retail
    1. Generic - \$5.00
    2. Formulary Brand - \$10.00
    3. Non - Formulary Brand - \$15.00
  - b. 90 Day Mail Order
    1. Generic - \$10.00
    2. Formulary Brand - \$20.00
    3. Non-Formulary Brand - \$30
2. Doctors' Visits
  1. Doctor's Visits - \$15
  2. Specialist Visits - \$25

If LEHB should determine, in its discretion, to subsidize some or all of the increased costs to employees of these co-pays, the City shall bear no responsibility for the cost of the subsidy and any costs incurred by LEHB in providing the subsidy shall be credited

against the three month reserve in paragraph F so that the City shall not be required to fund these costs in any way.

F. LEHB Reserves

1. On or before July 1, 2013, the City shall establish an escrow account in an amount equal to then prevailing cost of providing three full months of all health care benefits plus administration less the assets remaining in the reserves of LEHB and Joint Board not including realty. The escrow account shall be subject to an escrow agreement between the City and LEHB prohibiting the City from withdrawing funds from the escrow account unilaterally, except as provided in this Award.
2. The escrow fund shall be payable to LEHB in the event that the self-insurance funding is replaced during the term of this Award with any other funding mechanism to provide the benefits provided in this Award. If the self-insurance model remains in effect under the next award and the next award is of three years or greater duration, the City shall be entitled to reclaim the escrowed funds.
3. To the extent that interest earned on the account causes the account to exceed the amount described above, the City may withdraw such interest and utilize it for its own purposes.

G. Resolution of Issues

The neutral chairman of the Panel shall retain jurisdiction as a single arbitrator over this matter for the duration of this Award solely to resolve any disputes

that might arise in the implementation of this Award. In that regard, the Chairman shall be empowered to hold emergency hearings within twenty-four (24) hours of notice by the parties of a dispute and to issue emergency injunctive relief enforceable in a court of appropriate jurisdiction to either party if he should deem it appropriate to do so. Such resolution shall be considered an arbitration award issued pursuant the grievance and arbitration procedure otherwise set forth in the collective bargaining agreement.

## **VIII. SICK LEAVE**

### **A. Allowance**

Current bargaining unit members shall continue to accrue twenty (20) days of sick leave per year, which will be accrued, as they are at present, on a monthly basis, of one and two-thirds ( $1 \frac{2}{3}$ ) working days. Bargaining unit members hired or rehired on or after the date of this Award (March 23, 1993) shall accrue fifteen (15) days per year, which will be accrued, as they are at present, on a monthly basis, at one and one-fourth ( $1 \frac{1}{4}$ ) days.

1. Sick leave shall continue to be earned and accrued during any leave of absence with pay, period of authorized sick or vacation leave or absence due to a service connected disability (except as may be otherwise provided by Civil Service Regulation 32 in the case of service connected disability). (Civil Service Reg. 2 1.033 & 21.0331)
2. Utilization of sick leave shall be in conformity with the procedures set forth in Civil Service Regulation 21.

B. Sick Leave Policy

The document appended to this contract as Appendix D entitled "Police Department Sick Leave Policy" is incorporated into and shall be part of this agreement. The Appendix D following is different than Appendix D in the rear of this Contract Booklet.

## **APPENDIX D**

### **POLICE DEPARTMENT SICK LEAVE POLICY**

Sick leave is a benefit to protect employees from loss of wages due to injury or illness. Proper use of sick leave will protect employees from income loss while assuring continued program accomplishment for the City. It is the purpose of these rules and regulations to control and reduce, to the extent possible, the abuse of sick leave by employees which has had a detrimental effect upon the City.

It is further the purpose of these rules and regulations to provide a uniform procedure for the administration of sick leave as set forth in Civil Service Regulation 21, and to familiarize all employees with their responsibilities when they wish to obtain sick leave benefits. This policy supersedes all previous sick leave policies.

I. PAYMENT FOR ACCUMULATED SICK LEAVE UPON RETIREMENT

- A. An employee of the Police Department in a position represented by the Fraternal Order of Police, upon retirement, or in the event of the death of said employee — his/her beneficiary, will be paid for accumulated sick leave as follows:

Effective November 6, 2007, the following sick leave conversion formula will be in effect:



1. Sick hours accumulated up to 2499 hours can be sold or converted at 50% of accumulated time.
  2. Sick hours accumulated over 2500 hours can be sold or converted at 60% of accumulated time.
- B. At retirement, occurring on or after July 1, 2004, an employee who has retired may elect to use all or part of his or her accumulated sick leave to purchase an extension of the five (5) year period of retiree health, medical, dental, optical and prescription coverage in lieu of receiving a cash payment as provided in Appendix D of the 1990 Act III Interest Arbitration Award. For purposes of purchasing extended coverage, one hundred twenty (120) hours of accumulated sick leave will buy six (6) months of extended coverage. All such purchases must be in full blocks of one hundred twenty (120) hours.

The number of compensable sick leave hours for employees who have retired above the rank of police officer shall be determined by applying the cash payment formula as provided in Appendix D of the 1990 Act III Interest Arbitration Award. Those compensable hours may be used to purchase extended coverage, according to the following schedule:

Employee in Pay Ranges:	Hours of Post Formula Sick Leave Required to Purchase 6 (Six) months Of Additional Health Insurance
202, 203, 299	120
204	110
205	105

206	95
208	80
209	75
210	70
211	65

All such purchases must be in full blocks of the amount required to purchase six (6) months of extended coverage. Hours of compensable sick leave not exchanged for extended health care coverage, shall be compensated at the employee's rate of pay at the time of separation.

C. Deferred Sick Leave

Effective July 1, 2007: Members deferring coverage will be entitled to receive the same number of month's coverage, as the number of months they deferred.

II. SICK LEAVE CREDITS/CONVERSIONS

- A. If the average number of sick days used per employee in a department in a calendar year is 20% less than the average number of sick days used in the prior calendar year, then any employees in the department who use no sick leave will be eligible to receive two (2) additional Administrative Leave days; and any employee in the Department who used less than five (5) days of sick leave will be eligible to receive one (1) additional Administrative Leave day.

Administrative Leave days granted under this section must be used by June 30 of each year in accordance with applicable Civil Service Regulations.

- B. Any full-time employee with more than eighty (80) days accumulated sick leave to his/her credit may

exchange annually up to ten (10) days of such sick leave at this rate of two (2) sick leave days for each day of said vacation leave. Such conversion shall be permitted up to a maximum of five (5) vacation days per year and must be converted as full vacation days. Employees converting earned but unused sick leave to vacation leave shall notify the Police Department's Personnel Office of this conversion between December 15 and January 15 of each year of this Contract. This conversion can only be accomplished during this time period. The scheduling of this vacation leave shall be in conformity with the provisions of Regulation 20 of the Civil Service Regulations.

An employee who chooses to convert sick leave to vacation leave shall reduce his/her accumulated sick leave balance accordingly, even if that sick leave balance is in excess of 225 days (1800 hours).

### III. NOTIFICATION REQUIREMENTS

- A. A non-shift employee who is unable to report to work because of authorized sick leave as defined in Civil Service Regulations must contact the appropriate authority or designee no later than one (1) hour after the scheduled start of work. A shift worker is to contact his/her appointing authority or authorized delegate at least one-half (1/2) hour before the start of the shift.

An employee who is unable to contact his/her office using the assigned departmental number, should call the special number designated for sick leave call-in.

- B. An employee on sick leave will be required to call in only on the first day of any absence, indicating the

expected date of return, the reason for absence, and the address and telephone where confined if different from that on file in the department. If unable to return to work on the date originally indicated, the employee must call in again indicating the new expected date of return.

- C. During the regular working hours, when an employee is home on sick leave, the employee must notify the appointing authority or designee when leaving home and upon return. An employee is to remain at home except to go to the doctor's office, the pharmacy, the polling place, a place of worship or a retail outlet which sells primarily food. Employees may leave home for other reasons with the approval of the Commanding Officer. The basis for the preceding is to allow employees who are unable to work because of illness or injury to leave their home for personal, illness or injury needs which are basic. Abuse of this procedure constitutes a violation of the policy and is subject to the penalties in Section VI.

An employee with 150 days (1200 hours) or more of credited sick leave will not be called or visited by a Sick Leave Investigator or be called or visited by any other personnel for the purpose of checking sick leave.

#### IV. EXCESSIVE USE OF SICK LEAVE LIST

- A. An employee, who in a calendar year used a total of eight (8) sick days without a medical certificate, will be placed on the "Excessive Use of Sick Leave List" The employee shall be notified after having used five (5) days that three (3) additional days of sick leave during calendar year will result in the employee being placed on the "Excessive Use of Sick Leave List."

- B. An employee who develops a pattern of taking sick leave may be placed on the "Excessive Use of Sick Leave List". A pattern of taking sick leave shall be defined to include but shall not be limited to:
1. three or more occurrences of undocumented usage before or after regular days off or group days off;
  2. three or more occurrences of undocumented usage on any specific tour of duty;
  3. three or more occurrences of undocumented usage of a specific day of the week;
  4. two or more occurrences of usage of sick leave after being denied other leave.
- C. An employee shall remain on the "Excessive Use of Sick Leave List" for one (1) year for the date of being placed on the list. Repeated occurrences of being placed on this list may affect requests for transfers and eligibility for promotion.
1. Effective July 1, 1993, any employee placed on the "excessive use of sick leave list" shall not be paid for the first day of sick leave for the next four (4) occasions or the next twelve (12) months, whichever is shorter.
- D. Any employee who has an earned sick leave balance of 800 hours or more will not be placed on the "Excessive Use of Sick Leave List" until a formal inquiry is held with the Commissioner of designee and an F.O.P. representative.

- E. The F.O.P. shall be notified on a monthly basis of all bargaining unit members placed on the "Excessive Use of Sick Leave List."

## V. MEDICAL CERTIFICATION REQUIREMENTS

- A. A medical certificate is required for all absences of more than three (3) consecutive days, and must be submitted to the employee's appointing authority or designee within two (2) working days after the employee returns to work. An employee has the option of voluntarily producing a medical certificate in order to avoid the day being charged to excessive sick leave. Notwithstanding the foregoing, an employee who has been placed on the Excessive Use of Sick Leave List as set forth in Section IV above shall be required to bring a medical certificate for all subsequent use of sick leave. In order to be compensated, an employee must be absent more than 10 work days must submit a medical certificate during each pay period, unless the employee's physician submits a written statement giving an estimated date of return to work which, covers the period in question.
- B. A medical certificate must contain the following information:
  - 1. the date and time the employee was treated:
  - 2. if appropriate, the date of expected return to work:
  - 3. the address and telephone number of the doctor or practitioner:
  - 4. date and doctor's authorized signature.

## VI. PENALTIES

- A. An employee who violates any of the provisions of these rules and regulations under Sections III or V will not be paid for the days not worked and will be disciplined in accordance the following procedure.

First Occurrence — Written Warning

Second Occurrence — One (1) Day Suspension

Third Occurrence — Three (3) Day Suspension

The employee shall be counseled and advised, by the supervisor, when given the three (3) day suspension. Prior to the meeting on the suspension, an employee shall also be advised of the right to have a Union Representative present.

Fourth Occurrence — Ten (10) Day Suspension

The employee shall be counseled and advised by the Division Head or designee in the presence of a Union Representative, if requested by the employee, when given the ten (10) day suspension.

Fifth Occurrence — Maybe Discharged

An occurrence is a violation of any of the provisions under Sections III and V of these rules and regulations in a calendar year or for twelve (12) months after an employee is placed on the Excessive use of Sick Leave List."

- B. Use of Sick Leave for Maternity Related Absence

1. An employee who is incapacitated as a result of pregnancy will be permitted to use sick leave as follows:

- a. An employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury;
  - b. In the period prior to delivery, sick leave may be used, with the approval of the appointing authority, upon the written recommendation of the employee's doctor that the employee can no longer work;
  - c. Without other justification, sick leave may be used from the time of delivery forward for four (4) calendar weeks;
  - d. Additional sick leave may be utilized beyond the four (4) week postpartum period when:
    - (1) certified by the employee's physician, and
    - (2) recommended by the appointing authority, and
    - (3) approved by the Personnel Director.
- C. Non-Service Connected Disability
- Bargaining unit members who have been determined to be permanently disabled by the City with a non-service injury or illness may be separated from employment pursuant to the provisions of the Civil Service Regulation 17.07

## **IX. VACATION LEAVE**

### **A. Allowance**

Employees shall be entitled to paid vacations and shall earn these vacation days at the following rates:



1. An employee with five (5) full years or less of continuous service shall be entitled to ten (10) vacation days per annum earning these days at a rate of five-sixths ( $5/6$ ) vacation day for each calendar month of service.
2. An employee with more than five (5) full years of continuous service, but less than nine (9) full years of continuous service shall be entitled to twelve (12) vacation days per annum, earning these days at a rate of one (1) vacation day for each calendar month of service.
3. An employee with nine (9) full years of continuous service but less than fourteen (14) full years of continuous service shall be entitled to seventeen (17) vacation days per annum, earning these days at a rate of one and five-twelfths ( $1\frac{5}{12}$ ) vacation days for each calendar month of service.
4. An employee with fourteen (14) or more full years of continuous service shall be entitled to twenty-two (22) vacation days per annum, earning these days at a rate of one and five-sixths ( $1\frac{5}{6}$ ) vacation days for each calendar month of service.
5. Vacation leave shall continue to accrue during leaves of absences with pay and during the time an employee is on authorized sick and vacation leave.
6. Utilization of vacation leave shall be in conformity with the provisions of Civil Service Regulation 20.

B. Accrual

Any vacation leave which is not used in any year may be accumulated: provided, however, that an employee may not have to their credit more than 560 hours of vacation time at the end of a calendar year.

C. Use of Vacation Leave Upon Expiration of Sick Leave

In the event an employee is on authorized sick leave and has insufficient sick leave credits to cover the period of his/her absence, the earned vacation leave may be used for this purpose if the employee so elects.

D. Payment of Accumulated Vacation Leave Upon Retirement

Any member of the bargaining unit who leaves the City's service in order to retire under the Municipal Retirement System has the option to receive a lump sum cash payment for the balance of his/her earned and unused vacation leave within thirty (30) days of retirement, payable at their daily rate of pay at the time of retirement or to exhaust this earned and unused vacation leave of retirement.

E. Payment of Accumulated Vacation for Employees Other than Retiring Employees

An employee who leaves the City's service for any reasons other than to retire under the Municipal Retirement System shall receive payment in a lump sum for the period representing the balance of his/her earned vacation leave, if any, and in lieu of such vacation leave.

F. Selection of Vacation During Designated Vacation Period

1. If any employees are otherwise equally quali-

fied for paid vacation and should there be an impasse between two or more employees in the same class concerning the scheduling of a designated vacation period, the date that each employee entered the Police Academy shall be the determining factor and the employees shall then choose vacation periods with the employee having the earliest date since entering the Police Academy choosing first.

2. Employees hired on or after December 18, 2009, will be guaranteed only one (1) week of vacation during the period of the Summer Vacation Schedule from May 1 to September 30 annually during their first five (5) years of sworn employment in the Police Department.

The dates of the summer vacation schedule are detailed in VIII-H.

- G. Recession and Rescheduling of Vacation Periods  
Should an employee's previously approved vacation leave be rescinded, the City shall make every good faith effort to reschedule the vacation leave as soon as possible with the employee who is being rescheduled receiving priority for requested dates if possible.
- H. Vacation Scheduling  
Effective with the vacation schedules for the summer of 1991, and thereafter the Summer Vacation Schedule shall be extended to include vacation period next following May 15th up to and including the week ending September 30th.
- I. Vacation Purchase  
The Police Department may offer to purchase vaca-

tion periods from employees in the classes of Police Officer and Detective who are scheduled for vacation. The Police Commissioner shall determine the number of tours to be purchased and the time period covered. Employees shall receive full pay for the vacation period purchased and shall have their bank of vacation leave reduced accordingly. An employee whose vacation period has been purchased shall work during the period purchased. No other employee shall be permitted to utilize the vacation slot vacated by the employee whose vacation has been repurchased by the Department.

- J. Request for Annual Vacation  
Employees shall submit their vacation requests for the next calendar by December 15th of preceding year.
- K. Disability - Payment of Accrued Vacation Benefits  
Any officer retiring as a result of a work-related disability shall be entitled to payment for any accrued, unused vacation.
- L. Catastrophic Leave Bank  
Refer to Article V, section P

#### **X. ANNUAL ADMINISTRATIVE LEAVE**

An employee shall be granted four (4) days annual leave in the form of administrative leave. This leave shall be taken in conformity with the provisions of Regulation 19.0 18 of the Civil Service Regulations.

#### **XI. HOLIDAY COMPENSATORY TIME**

- A. Holidays
  - 1. The following are recognized holidays: New Year's Day, Martin Luther King's Birthday,

President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day (as of 1997), Columbus Day, Thanksgiving Day, and Christmas Day.

2. Birthday as Holiday

Effective with calendar year 2007, and for each year thereafter, each employee shall be entitled to his or her birthday as a holiday.

B. Holidays Compensatory Time

During the term of this agreement, Police Department employees shall receive, in lieu of the ten (12) holidays specified above, compensatory time off with pay on an hour for hour basis aggregating during a full calendar year, eighty (96) hours.

C. Payment / Accumulation of Holiday Compensatory Time

Each employee shall have the right to use holiday compensatory time at their convenience consistent with past practice, to be paid in cash for such time at the end of the fiscal year, or to accumulate this time without limit.

D. Payment of Accumulated Holiday Compensatory Time Upon Retirement

Each employee may, if he or she elects, receive a lump sum cash payment for all holiday time not utilized by the date of retirement payable at the salary rate in effect at the time of retirement.

E. Payment of Accumulated Holiday Compensatory Time for Employees for Other Than Retiring Employees

Each employee who leaves the City's service for a

reason other than to retire under the Municipal Retirement System shall receive payment in a lump sum for all unused holiday compensatory time not utilized by the date of separation, payable at the salary rate in effect at the time of separation.

## **XII. FUNERAL LEAVE**

### **A. For Immediate Family**

An employee shall be entitled to up to four (4) consecutive days off for the death of a member of his/her immediate family. The employee shall be paid for any such day which is a regularly scheduled work day.

### **B. For Family Member Other Than Member of Immediate Family**

An employee shall be entitled to one (1) day off to be granted on the day of the funeral of a family member other than a member of the immediate family.

### **C. Immediate Family Members**

For purposes of this Article; "Immediate family" shall include: wife, husband, children, parents, brother and sister.

An employee's mother-in-law, father-in-law, grandparent and grandchild shall be included in the definition of immediate family for funeral leave purposes.

## **XIII. JURY DUTY AND COURT DUTY**

### **A. Jury Duty**

A leave of absence with pay shall be granted to an employee upon his/her request to perform jury duty, unless excused there from, provided however, that such employee waives or remits to the City his/her jury fee.

**B. Witness for Personal or Non-City Matters**

A leave of absence without pay shall be granted to an employee appearing under subpoena or on his/her own behalf in litigation involving personal or private matters.

**XIV. MATERNITY/PATERNITY LEAVE**

A. An employee shall be granted a maternity leave of absence without pay. The employee shall retain her same position if such leave does not exceed six (6) months duration.

B. The City will provide up to twelve (12) weeks of unpaid maternity/paternity leave each fiscal year (with continuation of City-paid health and welfare benefits). Upon the effective date of the Family and Medical Leave Act of 1993, P.L. 103-3, the provisions of the Act will apply, and this provision shall terminate.

**XV. MILITARY LEAVE**

Military Leave shall be governed by the provisions of Section 22.08 of the Civil Service regulations.

**XVI. FOP LEAVE**

**A. Elected Officials**

Any member of the bargaining unit who is serving as a full-time elected officer to FOP Lodge 5, shall, upon written application to his/her appointing authority, be granted a leave of absence without pay for the period of such service. This leave of absence shall be valid only for the period that the employee has been elected to serve as a full-time officer of the organization. If the employee is re-elected as a full-time officer, the leave of absence without pay shall again be granted upon written application to the

appointing authority. Notices of all leaves of absences granted under this section shall be filed with the Personnel Director. The seniority rights of all employees on FOP leave shall be protected and they shall accumulate during such employee's period of service with the FOP.

**B. Appointed Officials**

Any member of the bargaining unit who is serving as a full-time staff representative of FOP Lodge 5, shall, upon written application to his/her appointing authority and upon approval of the Personnel Director, be granted a leave of absence without pay for the period of such service. This leave of absence shall be valid only for the period of time requested, not to exceed three (3) years, or until termination of the appointment by the FOP, whichever occurs first. If an employee is re-appointed to this position, the leave of absence without pay shall be granted upon written application to the appointing authority and Personnel Director approval. Notices of all such leaves of absences shall be filed with the Personnel Director. The seniority rights of such employees shall be protected and they shall accumulate during such employee's service with the FOP.

**C. Directors**

All FOP Directors shall be permitted one hour per month of E-time to attend monthly FOP meetings.

**XVII. COMPENSATION**

**A. Basic Salary**

1. Effective January 1, 2009, there shall be an across-the board wage increase in the Police pay schedule of 2%.



2. Effective July 1, 2009, there shall be no across-the-board wage increase in the Police pay schedule.
3. Effective July 1, 2010, there shall be a three percent (3%) across the-board wage increase in the Police pay schedule.
4. Effective July 1, 2011, there shall be a three percent (3%) across the-board wage increase in the Police pay schedule.
5. There shall be a reopener in 2012 before this Panel for the sole purpose of determining the amount of wages to be paid to members of the bargaining for the years beginning July 1, 2012 and July 1, 2013. During any hearing on the reopener, each party shall be limited to no more than two days of presentation and there shall be no more than one day of rebuttal for both parties combined. The Panel's award shall have an effective date of July 1, 2012.
6. A salary differential of fourteen (14%) percent between police officer and sergeant, sergeant and lieutenant, captain and inspector, and chief inspector, shall be established and maintained.  
{2000-2002 AAA Award changed by item #4}
7. A salary differential of ten (10%) percent shall be maintained between police officer and corporal or detective, and between Captain and Staff Inspector.

8. The existing pay range differential between police captain and police lieutenant shall be increased from fourteen percent (14%) to sixteen percent (16%).

B. Stress Differential

1. All members of the bargaining unit who are regularly assigned to rotating shift work shall be paid in addition to their regular base pay a shift differential of four (4%) percent of their regular straight time hourly rate for all hours worked or on vacation, holiday, or other authorized paid leave. There shall be no pyramiding of the shift differential and overtime premium pay. The differential shall continue to be paid to employees temporarily assigned to non-shift duties. Effective July 1, 2003, the four percent (4%) stress pay currently received by bargaining unit members shall be included in pension calculations, sick leave, vacation pay, holiday and other AL leave.
2. Effective July 1, 2010, the stress differential shall be increased to five percent (5%). The five percent (5%) stress differential shall be included in pension calculations, sick leave, vacation pay, holiday and other AL leave.

C. Longevity

Effective January 1, 2009, each bargaining unit member shall be entitled to longevity based upon the following schedule, computed on the base salary plus stress differential for the respective rank:

Years:	Percentage
1-2	0
3-4	3.3%
5-9	3.8%
10-14	4.5%
15-19	5.2%
20-24	5.7%
25-29	6.3%
30-35	6.8%

D. Clothing Allowance and Clothing Maintenance

1. Effective July 1, 2008, employees shall receive a uniform allowance of Five Hundred Dollars (\$500.00) per year.
2. Effective July 1, 2008, employees shall receive a uniform maintenance allowance of Five Hundred Dollars (\$500.00) per year
3. Clothing Issue for New hires  
Newly appointed employees shall be supplied all clothing requirements at the City's cost.
4. Special Units Clothing:  
An employee who is transferred to a special unit (this does not include an employee who is detailed into a special unit for a limited period of time during which special clothing or equipment is not required) for which the City requires individual uniform clothing or equipment that is unique to that unit, in addition to the maintenance allowance otherwise described herein, shall be provided with the first issue of each item of clothing or equipment so required provided that the employ-

ee has not received such individual uniform clothing or, equipment in a previous unit. Such items shall be provided as soon as feasible, after the employee is transferred to the unit provided that the employee continues to actively work in the unit when the item becomes available. Regular street clothing such as casual or business attire is not included in this provision.

E. Meal Allowance

1. For each meal required as a result of overtime work, an employee shall receive the actual cost of the meal up to Seven Dollars (\$7.00).
2. To receive this allowance, the employee must work in excess of three (3) or more overtime hours.

F. Work in a Higher Rated Classification

An employee working in a higher rated classification shall receive the rate of pay of the first step of the higher class for all hours worked.

G. Manner of Payment

All paychecks shall indicate the exact amount of overtime to the half hour that an employee has worked and shall be shown for the most recent pay period as practicable.

H. Bomb Squad

Police Officers assigned to the Bomb Squad shall receive a pay increase of three percent (3%) as a differential for the hazardous nature of their work. This differential is limited to Bomb Squad person-

nel, and the Panel's granting of this in no way established a precedent. Individuals assigned to the bomb squad shall receive their pay differential after transferring into the squad and obtaining certification as a Hazardous Device Technician and shall cease receiving the differential on transfer or separation from the squad. There shall be no options to these conditions. The establishing of a pay differential for the Bomb Squad in no way alters or limits the Police Department's ability to transfer employees into or out of the Bomb Squad.

I. District Commander's Compensation

1. Effective July 1, 1998, each Captain, while assigned as a District Commander to a district designated by the Police Commissioner as an "A" district, shall earn an additional 8% of his/her base pay. Also effective July 1, 1998, each Captain, while assigned as a District Commander to a district designated by the Police Commissioner as a "B" district, shall earn an additional 4% of his/her base pay.
2. In the event a Captain should be reassigned to or from such "A" or "B" districts, the 8% or 4% to be received by reason of such assignment shall cease accordingly. In the event that a Captain should be resigned from such "A" or "B" districts the 8% or 4% shall be reinstated accordingly.
3. The transfer of Police Captains and the classification of Police Districts shall not be subjects to the grievance and arbitration provi-

sions of this contract. The additional pay provided for above shall not be the basis for pension benefits.

J. Commanders

1. Effective July 1, 2008, officers at the rank of Captain and above shall receive straight time pay for all hours worked on the following four occasions: Mummers' Parade, Fourth of July, Greek Picnic, and Bike Race.
2. Effective July 1, 2010, Commanders shall receive straight time pay for all hours worked at the Puerto Rican Day parade.
3. Effective July 1, 2011, Commanders shall receive straight time pay for working one weekend per year in Weekend Command. There shall be no pay for any stand-by time.
4. Effective July 1, 2011, officers at the rank of Captain and above will be permitted to accumulate compensatory time on an hour for hour basis up to a cap of 1200 hours. These employees will be permitted to cash out up to 600 hours of compensatory time at retirement from the Department subject to the existing rules and regulations.

**XVIII. PENSION**

A. General

Employees in the bargaining unit shall be entitled to pension benefits as set forth in the Municipal Employees Retirement Ordinance. All employees hired on or after July 1, 1988, shall have pension benefits as defined in Plan 87.

B. Fringe Benefits Upon Normal Retirement

1. Medical Coverage:

An employee who terminates his or her employment to immediately become pensioned on or after July 1, 2000 under the City Pension Plan with ten (10) or more years of credited service, shall have his or her health, medical, dental, optical and prescription payments continued for five (5) years following retirement, as provided for in Civil Service Regulation 27.0111 to 27.01151. In the event a retired employee dies within this five-year period, benefits for his/her spouse and dependent children shall continue for the entire five-year period.

2. Deferred Medical Coverage:

Employees who separate from City service after July 1, 1998, and who are otherwise eligible for the covered medical coverage period of post-retirement City contributions for health medical coverage may elect to defer receipt of the covered medical coverage period and the contribution the City would otherwise make on the employee's behalf. Deferred coverage shall be for a continuous five year period. The election must be made in writing to the City on a form and in conformance with a procedure to be established by the City. A retiree's election to begin deferred coverage must be exercised during the open enrollment period of the relevant health insurance plans and may not be exercised during any year in which the City had made contributions on the employee's behalf for health medical coverage. The con-

tribution amount shall be fixed at the rates in effect for the covered period at the time the employee separates from City service to immediately become pensioned, and shall not be subject to any increases beyond those occurring in the covered period. Deferred payments shall be subject to all eligibility requirements which apply to City contributions for employees who do not elect a deferral of such contributions. No City contributions shall be used for any purpose other than to provide health medical coverage consistent with the terms of the Trust Agreement establishing the Joint Fund.

3. Purchased of Additional Medical Coverage with Accumulated Sick Leave

At retirement, an employee may elect to use all or part of his or her accumulated sick leave to purchase an extension of the five (5) year period of retiree health, medical, dental, optical and prescription coverage in lieu of receiving a cash payment as provided in Appendix D of the 1990 Act 111 Interest Arbitration Award. For purposes of purchasing extended coverage, one hundred twenty (120) hours of accumulated sick leave will buy six (6) months of extended coverage. All such purchases must be in full blocks of one hundred twenty (120) hours. (Refer to VII-B-Appendix D)

C. Retiree Joint Trust Fund

The Board of Trustees, who shall determine the benefits and coverages for eligible former employees and their eligible dependents, shall be made up of one-third representation by City Trustees



and two-thirds representation by FOP Trustees. The City-appointed Trustees shall have full and complete access to all books and records relating to the Joint Retiree Trust Fund. The Joint Retiree Trust Fund also shall be subject to an annual audit to be conducted by an independent CPA firm selected by the Board of Trustees. The City may also, at its own expense, select an independent CPA firm to conduct an annual audit of the Joint Retiree Trust Fund.

1. Within sixty (60) days of the issuance of the Award, the City shall make a lump sum payment of four million dollars (\$4 million) to the Retiree Joint Trust Fund.
2. On or before July 1, 2010, the City shall make a lump sum payment of four million dollars (\$4 million) to the Retiree Joint Trust Fund.
3. On or before July 1, 2011, the City shall make a lump sum payment of four million dollars (\$4 million) to the Retiree Joint Trust Fund.
4. On or before July 1, 2012, the City shall make a lump sum payment of four million dollars (\$4 million) to the Retiree Joint Trust Fund.
5. On or before July 1, 2013, the City shall make a lump sum payment of four million dollars (\$4 million) to the Retiree Joint Trust Fund.

D. Hires After January 1, 2010 (Plan 09)

At the time of hire, all employees hired on or after January 1, 2010 shall make a one-time, irrevocable election between participating in Plan B (also known as Plan 87) as defined in the Philadelphia Retirement Code, as modified below, or participating in Plan 09, which shall be made part of the Retirement Code. The FOP will be given a reasonable opportunity to address any newly-hired employees before employees are asked to submit their election.

Employees who elect to participate in Plan B shall be subject to all the terms of Plan B as set by the Retirement Code, except that they shall be required to make an employee contribution in the amount of 6% of their pensionable earnings.

Plan 09 shall provide for both a defined benefit plan with an employee contribution, and a defined contribution plan, where an employee shall have the option of contributing into said plan up to a specified percentage of pensionable earnings. The terms of this Plan 09 shall be designed to reduce the cost to the City by at least the same level of cost reduction to the City resulting from the increase in employee contribution from 5% to 6% for Plan B.

The parties shall meet over the next 30 days to attempt to reach an agreement on the specific terms of Plan 09. If the parties do not reach such an agreement, this Act 111 Panel shall issue a supplemental award no later than March 1, 2010, effective immediately upon issuance, setting forth the terms of Plan 09. Refer to Appendix K for the supplemental award.

Between the date of this Award and March 1, 2010, any new hires shall enroll in Plan B and contribute 6% of their pensionable earnings, When Plan 09 becomes effective, any such new hires shall be afforded a onetime option of switching to Plan 09.

- E. Addition of Option Four for Plan 87/Pension Calculated at Next Higher Rank if Killed in the Line of Duty
  - a. Effective July 1, 2008, the City will revise Police Plan 87 by adding the unreduced, 50% Survivor Benefit Option ("Option 4") that is contained in Police Plan 67.
  - b. Any member of the bargaining unit who is killed in the line of duty as an immediate result of the violent conduct of a third party that was directed towards the officer or a member of the public or an immediate result of performing other heroic action in an emergency situation in the line of duty on or after January 1, 2006 shall have his or her pension calculated as if the officer retired at the next rank, excluding corporal, above the rank held by the officer at the time of his or her death (e.g. Officer to Sergeant). This section shall not cover death resulting from vehicular accidents.

#### **XIV. DISABILITY PROGRAM**

The Panel finds that, by reforming the disability program for employees represented by the FOP in the same manner as provided in the agreements negotiated between the City and the AFSCME unions, the City may achieve substantial savings without significantly disrupting the basic benefits available to employees

who incur injuries or illnesses. These reforms are intended to reduce the amount of disability pay to a level commensurate with an employee's pre-injury net salary and to eliminate abuses of the present system. The City shall amend Civil Service Regulation 32 and the Pension Ordinance to conform to this Award.

A. General

The Civil Service Commission shall continue to have sole jurisdiction as to the resolution of disputes pertaining to the entitlement to benefits provided by Civil Service Regulation 32. Employees shall be required to cooperate with and accept all reasonable and appropriate medical care, treatment, testing, therapies and established corrective surgical procedures. In the case of such corrective surgical procedures, the City shall allow an employee to obtain a second opinion from his/her private physician at City expense and shall provide for a neutral third determinative opinion in disputed cases. This shall not change the current requirement that employees are otherwise required to treat with City physicians in order to be eligible for benefits under Regulation 32.

Employees receiving any disability benefit shall be required to report and verify any outside earned income, in such manner as the City may determine, including but not limited to the provision of federal tax returns. The City shall retain the right to terminate a disability benefit if an employee fails to comply with any requirement of the City's disability program.

B. Temporary Service Connected Disability

Employees shall be compensated at a rate of 75%

of base pay (which shall exclude overtime, shift differential, paid hours, holiday pay and out-of-class pay) at the time of injury or recurrence. Such employees shall not accrue vacation time and shall accept medically appropriate limited duty assignments. Without modifying the current career limit (3 years), I.O.D. no duty time shall be limited to one year for each work-related incident causing work-related injuries.

C. Permanent Service Connected Disability

1. Partial Disability: A partially disabled employee must be available for and cooperate with placement by the City in a secondary position and shall provide the City with reports from his/her physician regarding any medical restrictions. Pending such placement, disability pay shall be calculated in accordance with paragraph B above. If the employee has not been so placed within six months from the date of determination of permanent disability (extendible to 12 months in the City's sole discretion), he/she shall be separated from employment with the City and may apply for a service connected disability retirement benefit. The benefit amount shall be reduced by one dollar for each two dollars of outside income earned by an employee receiving such benefit (a "2-for-1 offset").
2. Total Disability: An employee determined to be totally disabled shall be separated immediately from employment with the City and may apply for a service connected disability retirement benefit. If the employee earns any

outside income, he/she shall be reclassified as partially disabled and shall become subject to the 2-for-1 offset set forth above.

3. Elimination of the "2-for-1 offset" for outside income earned by those bargaining unit members who become partially and permanently disabled as
  - a. an immediate result of the violent conduct of a third party that was directed toward the officer or a member of the public; or
  - b. an immediate result of performing other heroic action in an emergency situation in the line of duty.

The determination of eligibility for elimination of the "2-for-1 offset" shall be made by the Pension Board in its sole discretion.

4. Effective July 1, 2004, the dollar setoff applied to outside income, affecting those individuals with permanent service-connected disabilities, shall not be applied to the first \$25,000 in outside income. Effective July 1, 2007, the dollar setoff will be completely eliminated if it is not applied to firefighters at that time.

D. Duplication of Benefits

It shall be within the Pension Board's sole discretion to determine for which disability retirement benefit an applicant is eligible. The Pension Board may in its sole discretion meet the City's obligation under any workers' compensation award by issuing a City service connected disability retirement benefit when appropriate. If an employee

receives an award of a workers' compensation benefit for a period for which he/she received sick time, the City shall receive a work-for-week credit against the award for each week of sick time provided. An employee receiving any City disability benefit who also receives a workers' compensation specific loss of use benefit shall have his/her benefit offset on a dollar-for-dollar basis by the amount of the workers' compensation benefit if the two awards are for injuries arising from the same work-related incident.

- E. Ordinary Disability Retirement Benefits  
Ordinary disability retirement benefits shall not be awarded for service connected injuries. Any employee who receives an award of workers' compensation shall cease to be eligible for an ordinary disability benefit and shall have such benefit terminated. An employee receiving an ordinary disability benefit who has not yet reached minimum retirement age (as defined in the applicable pension plan) shall be subject to the 2-for-1 offset set forth above.
- F. 100% Paid for Heroic Action
  - 1. Effective August 11, 1998, a police officer who is injured on duty as (1) an immediate result of the violent conduct of a third party that was directed towards the officer or a member of the public, or (2) an immediate result of performing other heroic action in an emergency situation in the line of duty, shall receive IOD pay at 100% (as opposed to 80%) of the officer's pre-injury pay, including longevity. This section shall not cover injuries resulting from vehicular accidents in which

the injured officer is a vehicular occupant at the time of the injury.

2. The determination of eligibility for the 100% (as opposed to 80%) pre-injury pay benefit shall be made by the Police Commissioner in his sole discretion, and shall not be subject to the grievance and arbitration provisions of the contract.

G. Catastrophically Disabled Police Officers:

1. An employee who is eligible for a periodic adjustment under Section 401 (5) of the Public Employees Retirement Code and who actually receives the first of such adjustments shall in addition receive a one-time lump sum payment equivalent to the amount of that adjustment for the period from the commencement of eligible pension benefits until the effective date of the first periodic adjustment. In no event shall this one time lump sum exceed the amount of the adjustment times seven years of eligibility.
2. This provision applies to all employees who have received a pension benefit which qualifies for the periodic adjustment and who have not received such adjustment prior July 1, 2000. No provision of this article nor any benefit awarded shall be subject to review under the grievance and arbitration procedure contained in the collective bargaining agreement.
3. The parties shall meet and discuss compensation for Mrs. Mindy Marynowitz for the pri-



mary care she renders to her husband John Marynowitz in light of the specific evidence placed on the record regarding their circumstances.

- H. Disability - Payment of Accrued Vacation Benefits  
Any officer retiring as a result of a work-related disability shall be entitled to payment for any accrued, unused vacation.
- I. Disability - Heart and Lung Benefits
  - 1. Effective upon the issuance of this Award, a panel of non-party appointed specialists shall make independent medical examinations (IME) evaluations of officers who have made a claim to benefits under the Heart and Lung Act or whose continuation of benefits under the Act is contested by the City. The Panel shall be selected by the two neutral arbitrators assigned to hear the Heart and Lung cases as well as the partisan arbitrators designated by the parties in this proceeding. The decisions of those non-party appointed specialists shall thereafter be accorded substantial deference by the Heart and Lung Arbitrators.
  - 2. Provided that the physician is contractually bound by the treatment costs and protocols imposed by the City's Risk Management Department on physicians in the panel of doctors who treat police officers pursuant to the Heart and Lung Act, an officer receiving medical treatment under the Heart and Lung Act may treat with a physician of his or her own choosing.

3. The Heart and Lung Arbitration Panels shall continue to have authority to issue whatever orders are necessary to achieve justice.

## **XX. DISCIPLINE AND DISCHARGE**

### **A. General**

No employee shall be disciplined or discharged except as is consistent with the Home Rule Charter and the Regulations of the Civil Service Commission.

### **B. Police Board of Inquiry (PBI)**

Employees appearing before the Police Board of Inquiry shall be given:

1. five days' notice of the scheduled hearing;
2. a copy of the notice of the hearing; and,
3. the right to a representative who shall be permitted to review the charges prior to the hearing.

### **C. Announcements of Disciplinary Actions**

Announcements of disciplinary actions at roll calls shall be made without naming the employee receiving the discipline. This clause shall not apply to announcements of disciplinary actions in response to publicized incidents.

### **D. Health / Medical Payments Upon Suspension**

The city shall continue to pay and provide health/medical payments to any employee under suspension except under suspension with intent to dismiss, until Civil Service and/or arbitration procedures have been exhausted.

- E. Written Reprimands in Personnel File  
Written reprimands in a personnel file shall be removed from the record after two (2) years if the employee receives no further written reprimands or further disciplinary action within that period.
- F. Vacation Time Lieu of Suspension  
The Police Commissioner may, in his sole discretion, charge a bargaining unit member's accumulated vacation bank in lieu of time off, for disciplinary suspensions, in all cases except those involving insubordination, charges of criminal misconduct, and refusal to submit to a drug or alcohol test.
- G. Hair Testing  
The Police Department shall have the right to include reasonable procedures for hair testing in its existing drug testing procedures.
- H. Probationary Period  
The probationary period for employees appointed after November 2, 2000 to the classification of Police Officer I shall be extended from six (6) months to one (1) year.

## **XXI. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Definition
  - 1. Grievances as defined herein shall be limited to contract violations, disciplinary suspensions, demotions, and discharges.
  - 2. The grievance and arbitration procedure set forth herein shall include within its subject matter only alleged violations of Act 111 Awards and this Contract.

3. Grievances involving contract violations other than suspensions, demotions or discharges may be initiated only by the FOP.
4. Grievances involving disciplinary suspensions, demotions, or discharges may be initiated by a permanent employee only.
5. In the event of an alleged violation of the contract, the Grievance and Arbitration Procedure shall be the exclusive remedy of the parties.
6. Discipline cases may be grieved or submitted to Civil Service at the election of the employee, to the extent that the Civil Service Commission has jurisdiction.

B. Step I

For members of the bargaining unit employed in the Police Department, the Police Commissioner or his/her designee shall be the first step in the grievance procedure prior to binding arbitration. For members of the bargaining unit employed in the Office of the District Attorney, the Chief of the County Detectives or his/her designee shall be the first and final step in the grievance procedure prior to binding arbitration.

1. The Grievant/FOP must, within thirty (30) days of the occurrence giving rise to the grievance, or within thirty (30) days after the Grievant/FOP is notified of the suspension or discharge, submit the grievance in writing.
2. The Police Commissioner or his/her designee or the Chief of the County Detectives or

his/her designee shall have four (4) weeks from the receipt of the grievance to receive evidence or argument thereon and render his decision, which shall be in writing. The time limits contained herein may be extended for a reasonable time by mutual agreement, if additional time is needed to provide for a full and complete presentation of the facts surrounding the grievance.

C. Step II

If there is no resolution of the grievance at the First Step hearing described herein, the Grievant/FOP shall file the grievance with the Director of Labor Relations. The Managing Director or designee shall establish a meeting date concerning the grievance within three (3) days of filing. Within ten (10) working days of the grievance meeting, the Director of Labor Relations or designee shall respond in writing.

D. Step III

Any appeal from the decision of the Managing Director must be taken to arbitration within thirty (30) days of the date of his decision or the date when his decision was due to the American Arbitration Association, pursuant to the rule for voluntary labor arbitration of the Association.

E. Election of Remedies

The remedy set forth herein is provided as an alternative to the procedures set forth in Civil Service Regulations and the Home Rule Charter. Should an employee elect an avenue of redress other than the procedure contained herein, he/she will waive the contractual right to pursue a grievance through this

procedure, and in no event shall the matter be arbitrable. Should an employee elect to pursue the matter through the procedure contained herein, he/she shall waive the right to pursue the matter through the procedures provided by the Home Rule Charter. The decision of an arbitrator shall be final and binding on all parties and the employee and/or FOP shall not pursue any other avenue of redress.

F. Selection of Arbitrator

The selection of arbitrators and the conduct of hearings shall be in accordance with the Rules for Voluntary Labor Arbitration of the American Arbitration Association.

G. Costs and Fees

The costs and fees of arbitration shall be shared equally by the City and the FOP.

H. Authority of Arbitrator

The arbitrator selected shall have no authority to add to, subtract from or in any way alter the terms of this contract, Act 111 arbitration awards or the scale of wages set forth therein.

I. Effect of Decision

The decision of the arbitrator shall be final and binding upon the City, the FOP, and the employees covered by this Contract.

J. Back Pay

When back pay is awarded in a grievance arbitration, the City will provide the FOP with a copy of the distribution sheet and will keep the FOP informed of issues concerning compliance with the Award.

## **XXII. MISCELLANEOUS PROVISIONS**

### **A. Performance Reports**

The performance rating system shall provide satisfactory and unsatisfactory ratings only. In order to qualify for a promotional examination, a police officer will be required to have an overall satisfactory rating.

### **B. Buddy Days**

A police officer shall have the right to trade shifts or other days off with another police officer in the same station house with the permission of the commanding officer of the station house.

### **C. Access to Personnel Files**

All officers may inspect their personnel folders during working hours (9:00 a.m. to 5:00 p.m.) for any negative letters from outside the Department or comments from his/her commanding officer(s). The officer shall be permitted to respond in writing to those statements and request their withdrawal.

1. The parties shall be governed by the terms of Act of November 6, 1978, P.L. 1212, No. 286; 43 P.S. 1321 except that access may be denied to matters under current investigation.
2. In the event that any Employees file or its contents is subpoenaed by any City Department, Federal Agent or Agency, State Agent or Agency or Commission, the Employee and the FOP shall receive prompt notice thereof from the police department.

D. Badge Upon Retirement

Upon retirement each member of the bargaining unit shall be given his/her badge at no charge.

E. Examinations

1. The City shall be required to use its best effort' to publish the results of promotional tests as soon as is practical after the administration of such tests, with an earnest effort being made to achieve such publication within thirty (30) days of said test.
2. Effective for examinations announced after January 1, 1997, the City shall establish and publish a "source list" for each objective-type promotional examination. There shall be a "source list" for each rank. The City, in its sole discretion, shall have the right to change each "source list" from time to time, however:
  - a. the City shall provide reasonable notice of any such changes in advance of any examination that will be subject to the changed "source list;" and
  - b. in no event shall such modification of a "source list" take place less than one hundred twenty (120) days prior to the examination for the affected class.
  - c. A promotional examination shall be announced at least ninety (90) days prior to the date that it is given.
3. An employee shall be eligible to take a promotional examination upon having completed one (1) full year of service in their current rank with the year concluding upon the date of the promotional examination with the



exception that a two (2) year requirement shall apply to Police Officers applying to take the Sergeants examination.

4. Educational Credits

For all promotional exams administered and eligibility lists established there from after the issuance of the 2000 Award, employees who otherwise achieve eligibility for promotion to a higher rank and have successfully completed a course of study at an accredited college or university will have .50 points added to their final score if the highest degree received is an Associate's Degree, 1.0 points added to their final score if the highest degree received is a Bachelor's Degree and 1.5 points added to their final score if the highest degree received is a Master's Degree.

5. RULE OF TWO

In the case of a second certification of an eligible from a promotional list, the employee, if not selected, shall be provided with a statement of the reason for non-appointment and shall be granted, upon request, an interview with a responsible official regarding his/her non-appointment.

F. Continuity

The parties have entered into the first written contract pursuant to the Arbitration Award covering the periods July 1, 1982 through June 30, 1984. In the event that there are any benefits still in effect which were obtained through previous Act 111 negotiations and arbitrations that are not

addressed herein, they shall nonetheless be considered to be of full force and effect and incorporated herein by reference.

G. Charitable Solicitation

Charitable solicitation shall be permitted only with the joint agreement of the Police Commissioner and the FOP.

H. Clothing Board

A police officer designated by the FOP shall be assigned full time to the Clothing Board.

I. Bulletin Boards

The FOP shall be entitled to place a bulletin board in a prominent place chosen by the FOP in all districts and other employment locations. The purpose of such bulletin boards shall be to receive all official FOP notices and personal notices authorized by FOP.

J. Cost of Printing Contract

The City will share in the cost of printing of the contract up to an amount of Five Thousand Dollars (\$5,000.00)

K. Outside Employment

Approved outside employment may not exceed thirty-two (32) hours per work week.

L. Transfers

1. Transfers shall be for the purpose of maintaining essential manpower requirements. Transfers may be part of the formal disciplinary system that is subject to the procedures contained in Article XIX. Transfers shall not

be made on the basis of personal animus. All transfers shall be personally communicated by the transferred employee's commanding officer of the unit from which the employee was transferred.

2. Transfers between the Police Department and District Attorney's Office shall not be unreasonably denied.

M. Service Connected Death

1. Funeral Expenses

In the event a bargaining unit member is killed in the line of duty. The City shall pay all funeral expenses up to a maximum of fifteen thousand dollars (\$15,000).

2. Psychological Counseling

The City will provide psychological counseling to all family members of police officers killed in the line of duty, if so requested. The spouse, children and parents of such officer shall be eligible for such counseling, and the cost shall be borne by the City.

3. Addition of Option Four for Plan 87/Pension Calculated at Next Higher Rank

If Killed in the Line of Duty

- a. Effective July 1, 2008, the City will revise Police Plan 87 by adding the unreduced, 50% Survivor Benefit Option ("Option 4") that is contained in Police Plan 67.
- b. Any member of the bargaining unit who is killed in the line of duty as an immediate result of the violent conduct of a third party that was directed towards the

officer or a member of the public or an immediate result of performing other heroic action in an emergency situation in the line of duty on or after January 1, 2006 shall have his or her pension calculated as if the officer retired at the next rank, excluding corporal above the rank held by the officer at the time of his or her death (e.g. Officer to Sergeant). This section shall not cover death resulting from vehicular accidents.

N. Squad Schedule Cards

The cost of printing Squad Cards shall be paid for by the City.

O. Off-Duty Firearms Training

Any police officer who engages in familiarization ("plinking") for firearms training shall be provided two (2) boxes of ammunition by the Police Department.

P. Firearms

The City will supply a GLOCK 9MM automatic weapon to any police officer who requests such a weapon.

Any weapon paid for by the City (either directly or through reimbursement to the police officer) shall be the property of the City.

Beginning July 1, 2010, employees who are qualified by the Department to do so shall, at the employee's request, be provided with an approved GLOCK 40 or 45 mm handgun and accompanying approved holster. Provided, how-

ever, that the number to be equipped in any year shall depend on the Department's training capacity, so long as any officer who so requests shall have the opportunity to receive the training by June 30, 2013. The FOP will be consulted by the Department regarding the order of training and distribution. Employees who purchased and were qualified by the Department on an approved GLOCK 40 mm or 45 mm handgun and who produce a receipt or other proof of purchase showing the cost paid for such weapon will be reimbursed by the Department for the cost of the weapon and approved holster by July 1, 2012.

Q. Pay Stubs

Effective July 1, 1993 the City will generate pay stubs each pay period for all employees showing the balances available for vacation, sick, holiday, and compensatory time.

R. Tuition Reimbursement

1. Effective July 1, 2008, the Department will adopt a program to provide tuition reimbursement at levels to be determined by the Department after discussion with the FOP to officers who successfully complete education courses approved by the Commissioner in advance in a field related to public safety or administration at an accredited college or university.
2. Educational Incentive  
Effective July 1, 2010, the Department shall provide up to \$250,000 per year in tuition reimbursement to employees who satisfy the requirements set by the Department. This

amount shall be prorated for the remainder of the current fiscal year, which ends on June 30, 2010.

- S. Civilianization: Use of Deputy Sheriffs  
The Department shall be permitted to use Deputy Sheriffs for transportation of prisoners that is currently performed by members of the Police Department.
- T. Payment of Costs  
In this proceeding, the City argued forcefully for a contract term of one year, while the FOP sought a three year term. The Panel has considered the arguments of both sides in support of their suggested term and has determined that it is appropriate to grant the Mayor the one year term he requested from the Panel in order to allow the City the time it needs to address the serious structural challenges it faces, including the cost of employee benefits.

The Panel recognizes, however, that a one year contract term imposes a significant burden on the FOP to engage in interest arbitration proceedings two years in a row if the parties are unable to reach agreement on the terms of a contract to begin on July 1, 2009. In light of these extraordinary circumstances, the Panel makes the following award, which shall not be considered to set a precedent for future awards:

Within sixty (60) days of the FOP presenting reasonable documentation supporting its expenditures, the City will reimburse the FOP for up to \$500,000 of legal expenses and expert fees incurred in this proceeding.

U. Residency

- a. Effective July 1, 2010, employees who are eligible for or currently enrolled in the DROP will not be required to live in the City of Philadelphia.
- b. Effective January 1, 2012, employees who have five (5) or more years of service as a police officer in the City of Philadelphia will not be required to live in the City of Philadelphia.
- c. All employees will be required to reside in the Commonwealth of Pennsylvania.

V. Furloughs

Upon seven (7) days advance notice to the FOP and the affected employee(s) the City shall have the unrestricted right to temporarily furlough any employee or employees for a definite length of time, which shall not exceed thirty (30) days in any fiscal year. Time spent on furlough shall be unpaid and shall be treated as time spent on temporary layoff for purposes of accruing pension and service credits, but shall not be treated as a layoff for any other purpose and the City shall not be required to follow any contractual lay off procedure with regards to such furloughs. The City will continue to make health benefit contributions on behalf of the employee during the furlough period. Furloughs shall not be considered a separation from service for purposes of the DROP program. In the event of a temporary closing of a facility or work unit, all represented employees within the designated work unit shall be scheduled off on furlough for one or more days.

Otherwise, the Department will issue a schedule of furlough days. In the event that not all employees in a job title are required to serve the same number of furlough days in accordance with the schedule generated by the Department, the most senior employees shall serve the smallest number of furlough days required by the schedule.

W. Aviation Unit Training

Once an employee is selected for an assignment in the aviation unit, the City will pay for the reasonable and necessary cost of any required certifications obtained after the employee was hired by the Department to allow the employee to maintain his or her pilot's license. The City's maximum obligation to pay for required certifications already obtained by current members of the aviation unit in accordance with this paragraph shall be \$60,000.

X. The Existing Agreement

Except as modified by this Award, all other terms and conditions contained in the collective bargaining agreement between the City and the FOP in effect from July 1, 2008 to June 30, 2009 shall remain in effect. All other proposals and requests for change submitted by the City and the FOP to the Panel, which have not been specifically addressed in this Award, were considered and have not been awarded.

**XXII. SEPARABILITY AND SAVINGS**

The parties to this Contract believe that it complies with all City, State and Federal laws. Accordingly, it is agreed that nothing contained in this Contract shall require the FOP or the City to do anything which violates the law.



The parties agree that all the clauses of this contract shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable City, State, or Federal law shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of the contract and any renewal thereof. The parties agree in good faith to attempt to replace any such null and void clause with a clause which conforms with the law. The parties further agree that if during the term of this Contract, or any renewal thereof, any such null and void clause becomes legal or permissible by legislative enactment, a subsequent decision of the Courts or otherwise, such null and void clause shall automatically again become part of this Contract.

### **XXIII. TERM**

This Award shall be effective for five (5) years, from July 1, 2009 through June 30, 2014.

#### **Retention of Jurisdiction**

The Panel shall retain jurisdiction over this Award in order to resolve any disputes regarding implementation of its terms.

## **APPENDIX A: SHIFT SCHEDULE**

AMERICAN ARBITRATION ASSOCIATION

In Re:

FRATERNAL ORDER OF  
POLICE, LODGE NO. 5, PHILADELPHIA POLICE  
DEPARTMENT

and

THE CITY OF PHILADELPHIA

AWARD

CASE NO.  
14390026088W

The below-named arbitrators were designated by parties to comprise the Board of Arbitration for the of an "impasse" regarding a new work shift schedule in accordance with the collective bargaining agreement of July 1, 1988. Numerous days of hearings were held before the Board regarding the issues over which the impasse had occurred.

The Fraternal Order of Police and the City of Philadelphia both recognize that the present shift t schedule is unsatisfactory. The Panel recognizes that any new schedule must balance the management prerogatives of the Police Department to insure its responsibility for the safety of the public as well as the legitimate bargaining concerns of the FOP for the well being of its members.

While there was common agreement that the current "6-2" shift structure is unsatisfactory, there were vast differences between the parties as to what type of shift structure should be adopted to replace it.

No shift, whether it be the 35th District Experimental Shift, the Lawley Schedule, or the Exhibit C-7 Schedule is flawless and will meet all of the objectives advanced by the parties. However, we view our function as attempting to structure a shift that will address the most fundamental interests and objectives advanced and will provide the citizens of Philadelphia with the most effective Police coverage in general and particularly during critical periods of need.

In that regard, we view the interests of the FOP to be in the implementation of a shift that rotates in a forward direction, contains a shorter work week with longer periods of time between rotation and that links regular days off into some type of meaningful and useful pattern that advances and fosters the understandable family interests of the Police Officer.

We view the interests of the Philadelphia Police Department, as articulated during the course of these hearings, to be in a shift schedule that provides significant administrative flexibility in the scheduling of Police Officers. This flexibility would permit the Department to schedule Officers in response to "high crime" or "high activity" periods of the day. In that regard, both parties agree that the day and evening shifts are such periods.

As stated above, no shift structure that is produced by this Panel will be flawless. Clearly, there are numerous factual circumstances that are not and cannot be foreseen at the present time. Accordingly, any shift that

would result from these proceedings must have within it a mechanism by which the unforeseen can be promptly and finally addressed.

After careful consideration, the Board of Arbitrators hereby enters its Award:

1. The new shift schedule to be adopted by the Police Department is the schedule referred to in the record as Exhibit C-7 which is attached hereto and marked Exhibit 1.
2. The Police Department is directed to implement the new shift schedule by January 8, 1990.
3. The Shift Change Study Committee established in Article IV, Paragraph G of the collective bargaining agreement between the parties shall be maintained for the purpose of resolving difficulties and disputes that may arise out of the implementation of the new shift.
4. Either the City or FOP may request the Chairman of this arbitration panel to assist as a neutral third party for mediation and resolution of differences that arise during the transition period.

H. Thomas Felix, II, Esq.  
Arbitrator

Thomas J. DiLauro, Chair

Thomas J. Jennings, Esq.  
Arbitrator

Nov. 21, 1989

## **APPENDIX B: EXTERNAL TRAINING**

AGREEMENT  
BY AND BETWEEN  
CITY OF PHILADELPHIA POLICE DEPARTMENT  
AND  
LODGE NO.5 OF THE FRATERNAL ORDER OF POLICE  
REGARDING EXTERNAL TRAINING

WHEREAS, Fraternal Order of Police Lodge No.5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, Bargaining Unit Members are employed by the City of Philadelphia, and are members of the bargaining unit represented by Lodge 5, and are covered by the provisions of said agreement; and,

WHEREAS, Bargaining Unit Members volunteer periodically to attend external job related training, such as, but not limited to Northwestern University Staff and Command School, Harvard University, the F.B.I. National Academy, POLEX, and POSIT. This voluntary external training often necessitates a change in the scheduled hours of work and days off; and,

WHEREAS, The City and Lodge 5 realize the importance of providing employees with training opportunities;

NOW THEREFORE, It is hereby agreed by and between the City of Philadelphia Police Department and Lodge No.5 of the Fraternal Order of Police as follows:

1. The City shall publish the training schedule for the course or program it intends to make available, prior to accepting vol-

unteers. Only employees volunteering to attend shall be subject to this Agreement. A copy of the training schedule will be posted and sent via teletype to all Units involved.

2. This agreement shall apply to all external voluntary training including, but not limited to: Northwestern University Staff and Command School, Harvard University, the F.B.I. National Academy, POLEX, and POSIT.

3. Bargaining Unit Members who voluntarily attend such training will not be paid overtime to attend said training. The hours of attendance of the volunteering employee shall not be considered a change of work schedule.

4. The parties agree that the terms of this agreement will not be used as precedent or evidence in any grievance, arbitration, lawsuit or other dispute, except as necessary to enforce the terms of this agreement.

5. This agreement shall remain in effect unless and until either party hereto provides the other with ninety-calendar days written notice of intent to terminate. Upon the expiration of the ninety-calendar days written notice, this agreement shall be null and void. However, any program or course that was scheduled prior to the notice to terminate shall, at the City's discretion, remain in effect.

CITY OF PHILADELPHIA

POLICE DEPARTMENT By:

By: Signed by the Police Commissioner

Date: 2/14/02

LODGE NO.5 OF THE FRATERNAL

ORDER OF POLICE

By: Signed by the President of Lodge #5

Date: 2/15/02

AGREEMENT  
BETWEEN  
CITY OF PHILADELPHIA POLICE DEPARTMENT  
AND  
LODGE NO.5 OF THE  
FRATERNAL ORDER OF POLICE  
REGARDING TRAINING OPPORTUNITIES

It is hereby agreed between the City of Philadelphia Police Department and Lodge No.5 of the Fraternal Order of Police as follows:

1. In order to provide the training opportunities set forth hereinafter, the Department may change the shift of bargaining unit members who are assigned to permanent midnight to 8 a.m. without the payment of overtime, under the circumstances set forth in this Agreement.

2. The training opportunities for bargaining unit members who are regularly scheduled to work from midnight to 8 a.m. that are covered by this Agreement are as follows:

a. Once each calendar year the hours of work of covered bargaining unit members may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend mandated Municipal Police Officer Training for a period of three to four consecutive classroom days and one (1) range day, which may be separately scheduled. In the event that this continuous block of training is interrupted by the employee using any type of leave, the remaining training days may be rescheduled without any overtime being incurred.

b. On one occasion, the hours of work of covered bargaining unit members may be changed to either 8 a.m. to 4 p.m., or to 4 p.m. to midnight for three consecutive work days to attend Mobile Data Terminal (MDT) training.

c. On one occasion, the hours of work of covered bargaining unit members may be changed to either 8 a.m. to 4 p.m., or to 4 p.m. to midnight for three consecutive work days to attend PARS training.

d. On one occasion, the hours of work of covered bargaining unit members of the rank of Sergeant and/or Lieutenant may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight for one workday to attend Taser training.

e. On those occasions where it is necessary to train or retrain employees on the use of Department procedures, equipment and/or technology, the hours of work of the covered bargaining unit members may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight up to five days once a year to attend the training,

f. In addition to the foregoing, the hours of work of covered bargaining unit members in Special Units may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend mandatory non-repeating training based on the written particularized need of the Special Unit. As used, herein, the term "Special Unit" shall mean any work unit, including NETS Units, other than a numbered Police District.

3. In order to be covered by this Agreement, notice of the training described above in paragraphs 2a, b, c, d, e, and f shall be provided to the affected employee in not less than thirty (30) calendar days prior to the date on which the training is to commence. However, the thirty (30) day notice shall not be required and no overtime shall be incurred in the following instances:

a. The hours of work of covered employees may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend training for the discharge of firearm(s) – one full day of range training before returning to full duty.



b. The hours of work of covered employees may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend training for Glock transition training consisting of three full days of training at the request of the employee.

c. The hours of work of covered employees may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend promotional training, or;

d. The hours of work of covered employees may be changed to either 8 a.m. to 4 p.m., or 4 p.m. to midnight to attend emergency training or retraining, which would not include any training specified in above paragraphs 2a, b, c, d, e, and f. For the purpose of defining, "emergency training" or "emergency retraining" in this paragraph, it shall be training for the immediate safety of the employee(s), the public, or property that is unforeseen and/or of pressing necessity. This training shall include but is not limited to biochemical training and training necessitated by terroristic acts or terroristic threats.

4. The Department shall examine the court notice schedule of the affected officers, prior to issuing the notice described above. Upon the issuance of such notice, the Department shall cause the affected bargaining unit members to be blocked from court appearance during the training period. The exception to this clause will be final listing cases, which the officer must attend.

5. The Fraternal Order of Police shall place the grievances listed in schedule "A" attached hereto in suspense and shall take no action to pursue them to conclusion for so long as the current 4-2, 5-2, Steady Last Out Schedule remains in effect for Patrol Districts and Detective Divisions. No liability shall continue to accrue on said cases during the period of time the cases are in suspense.

6. This agreement shall remain in effect only so long as the current 4-2, 5-2, Steady Last Out Schedule remains in effect for Patrol Districts and Detective Divisions.

7. This agreement is without precedent or prejudice to the claims of either party regarding the propriety of schedule changes for training under the Collective Bargaining Unit and this agreement will not be used in future litigation in support of any such claim.

CITY OF PHILADELPHIA  
POLICE DEPARTMENT  
Signed by the Police Commissioner  
Date: 2/14/02

LODGE NO. 5 OF THE  
FRATERNAL ORDER OF POLICE  
Signed by the President of Lodge No. 5  
Date: 2/14/02 SCHEDULE "A"

TO THE  
AGREEMENT  
BY AND BETWEEN  
CITY OF PHILADELPHIA POLICE DEPARTMENT  
AND  
LODGE NO. 5 OF THE  
FRATERNAL ORDER OF POLICE  
REGARDING TRAINING OPPORTUNITIES

The grievances referred to Paragraph 5 above are the following:

1. AAA Case No. 14 390 00383 96
2. AAA Case No. 14 390 00669 96
3. AAA Case No. 14 390 00233 99

## **APPENDIX C: UNIFORM CHANGE**

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE LODGE #5  
AND CITY OF PHILADELPHIA

RE: UNIFORM CHANGE

RE: FOPGR08-012

\*SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, The Police Department is changing the color of uniform shirts for Sergeants from blue to white. The transition period for this change will be concluded on January 1, 2009. The Fraternal Order of Police has filed a grievance in this matter.

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation;

NOW THEREFORE, The City, and Lodge 5 agree as follows:

1. The City shall issue a purchase order (to the vendor) in the amount of \$175 for current Sergeants to offset the cost of the above mentioned uniform change. This purchase order (credit) will be honored at American Uniform Sales Inc. 8348 State Road, Philadelphia, PA 19136. Sergeants will report to the above vendor, present their identification, and the shirts will be issued or ordered.

2. This credit plan may only be used to purchase white sergeants shirts. This procedure will be available to Sergeants until January 1, 2009.
3. In consideration for the foregoing, Lodge #5 agrees not to pursue any further remedies in this case.
4. This credit plan is a "one-time" agreement and shall not apply to future uniform payments.
5. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.
6. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, Lodge 5, intending to be legally bound hereby, enter into this agreement this            day of, 2008.

FOR: The City of Philadelphia  
Signed by a Deputy Commissioner  
Date: 2/8/08

FOR: FOP Lodge #5  
Signed by the President of Lodge #5  
Date: 2/8/08

## **APPENDIX D: POLICE GOLF SHIRTS**

TO: ALL DISTRICTS/UNITS

FROM: D/C ORGANIZATIONAL SUPPORT SERVICES

SUBJECT: POLICE GOLF SHIRTS

THE POLICE COMMISSIONER HAS APPROVED THE ELBECO GOLF SHIRT AS AN OPTIONAL SUMMER SHIRT FOR THE RANKS OF LIEUTENANT AND BELOW, STREET PERSONNEL ONLY. THEY ARE AVAILABLE IN BLUE FOR POLICE OFFICERS STYLE #K5103 AND WHITE FOR LIEUTENANTS AND SERGEANTS STYLE #5100.

THE ELBECO SHIRT WITH BADGE TAB MUST BE REQUESTED. BADGE AND NAMEPLATE MUST BE WORN WITH EITHER STYLE. EMBROIDERING IS NOT ACCEPTABLE.

JOHN J, GAITTENS

P/O WERNER #9795

D/C ORGANIZATIONAL  
SUPPORT SERVICES

## **APPENDIX E: HEALTH CARE REOPENER 2005-2007**

### **HEALTH CARE REOPENER 2005 – 2007 - SETTLEMENT AGREEMENT BY AND BETWEEN CITY OF PHILADELPHIA AND LODGE NO.5 OF THE FRATERNAL ORDER OF POLICE**

It is hereby agreed by and between THE CITY OF PHILADELPHIA ("City") and MICHAEL G. LUTZ LODGE NO. 5 OF THE FRATERNAL ORDER OF POLICE ("FOP") as follows:

1. Effective July 1, 2005 through and including June 30, 2006 the City shall contribute \$1,039 per member per month to the Joint Trust on behalf of eligible active and retired bargaining unit members covered by the City's collective bargaining agreements (Police and Sheriff) with the FOP.
2. Effective July 1, 2006 through and including June 30, 2007 the City shall contribute \$1,143 per member per month to the Joint Trust on behalf of eligible active and retired bargaining unit members covered by the City's collective bargaining agreements (Police and Sheriff) with the FOP.
3. Effective July 1, 2007 through and including June 30, 2008 the City shall contribute \$1,303 per member per month to the Joint Trust on behalf of eligible active and retired bargaining unit members covered by the City's collective bargaining agreements (Police and Sheriff) with the FOP.
4. As soon as possible, execution of this Agreement, the City shall make a payment to the Joint Trust equal to a lump sum payment of \$3,000,000 plus the difference

between those fixed and additional payments previously made to the Joint Trust as of July 1, 2005 to the present and those provided above.

5. This agreement shall be in full satisfaction of the parties' obligations under the January 15, 2006 Act 111 Award between the parties in AAA Case No. 14 L360 0357 04 and under the health insurance reopener provided between the parties as of July 1, 2007 for the period of July 1, 2007 to June 30, 2008 in the August 13, 2004 Award in AAA Case No. 14 L360 0357 04 between the parties.
6. This agreement shall be without prejudice to the rights of the parties to pursue to conclusion litigation currently pending between them in the Commonwealth Court and in the Pennsylvania Labor Relations Board.
7. Effective July 1, 2007 the collective bargaining agreement between the parties setting forth the wages and terms and conditions of employment of police officers shall be modified to provide as follows:

Retired members who elect to defer their retiree medical coverage on or after July 1, 2007 will be entitled to receive upon request the same months of coverage that they were entitled to at the time they deferred their coverage, regardless of the contribution rate in place at the time of the redemption.

## **APPENDIX F: MANPOWER IMPROVEMENT INITIATIVE**

1. The Manpower Improvement Initiative will be overseen by a special joint labor management committee (the "Committee") with four members appointed by the President of the FOP and four members appointed by the Mayor. The Committee will consider and review all reasonable considerations, consistent with the rights of both parties under the contract and the law, to maximize the levels of manpower in service to the public. The Committee will also review the procedures currently utilized by the parties in the administration of the Heart and Lung Act process in order to determine if modifications might be made thereto to expedite the return to service of recuperated police officers in a manner consistent with their rights under that process.
2. So as to maximize the full and frank discussion of the issues confronted by the Committee, neither party hereto shall rely upon the execution or existence of this agreement in any future proceeding between them.
3. The goal of the Manpower Improvement Initiative will be to improve and maintain attendance by a total of 60,000 hours per year, which is the equivalent of thirty (30) full time sworn police officers, measured by those in attendance as of the completion of the current and future fiscal years.
4. The Committee shall meet at least monthly to perform the functions of this Agreement including to track attendance issues, to identify problem areas, and to consider suggestions for programs to enhance attendance. Each six months, the Committee will issue a joint report to the Mayor and to the President of the FOP on attendance issues.



5. Commencing with employees who retire on or after the date of execution of this Agreement, the existing formula for payment of accumulated sick leave at retirement set forth in the parties' collective bargaining agreement shall be amended as follows:
  - a. except as provided in paragraph b, employees shall be compensated at 50% of their accumulated sick leave at retirement.
  - b. lifetime attendance achievement — employees who have accumulated 2,500 or more of sick leave a retirement shall be compensated at 60% of all such time in lieu of the payment described in paragraph a.

## **APPENDIX G: JOINT LABOR-MANAGEMENT HEALTHCARE EVALUATION COMMITTEE**

### **I. Introduction and Establishment**

The City and its Unions (footnote 1) provide City employees with healthcare through a City controlled healthcare fund for non-union employees and through Union controlled healthcare funds for union employees, with the City supporting the Union administered funds through per-employee monthly contributions. The funds individually determine health benefits, plan terms, and cost allocation for their member employees, and control their own finances.

The City believes that the escalating expenses associated with personnel costs pose serious challenges to the City of Philadelphia's finances and threatens the City's ability to continue to fund employee healthcare benefits in their current form while maintaining a balanced five-year plan and making the necessary investments to ensure the City's growth. The Unions, on the other hand, believe that their members are entitled to receive these quality benefits as a part of their compensation package from the City and should not suffer any reduction in those benefits.

As a result, both the City and the Unions are interested in taking voluntary proactive measures to ensure that City employees continue to receive both high quality and cost-effective health benefits. To that end, the City and its Unions hereby establish the Joint Labor-Management Healthcare Evaluation Committee ("Committee").

### **II. Guiding Principles**

The Committee's work will be guided by the following key principles:

Maximizing the quality of health benefits for City employees at an affordable cost-effective price is a shared responsibility of the City and the Unions.

All health plans should be administered according to mutually recognized industry best practices.

Decisions about changes in health plans must consider the short term and long-term impact on the quality and availability of employee healthcare benefits, the financial health of the funds and the financial health of the City, which supports the funds.

In order to attempt to ensure the quality and cost effectiveness of the healthcare benefits offered by the members of the Committee, the Committee will be open-minded in its approach, innovative in its thinking and comprehensive in the scope of its considerations.

### III. Membership

Within ten (10) days of its execution of the Agreement, each of the City's Unions will appoint one (1) member to serve as the Union's representative on the Committee. Should any Union choose not to participate or to cease participation, the Committee will proceed without that Union's representative. Within fifteen (15) days of each Union's appointment of a representative, the City will appoint one (1) representative for each Union representative appointed, so that there is an equal number of Union representatives and City representatives on the Committee. All time limits may be changed by mutual agreement of the City and the Unions.

The Committee's representatives may delegate their powers to a substitute representative in the event of their

absence from a meeting. Substitute representatives will participate fully and vote in the stead of the absent representative.

In addition to voting member(s), the City and each Union may bring one or more advisors, including experts or attorneys, at the party's own expense to advise the party's representative.

#### IV. Powers

In implementing the Committee, the City and the Unions will retain all rights provided by law, regulation, and their respective collective bargaining agreements or arbitration awards. Further, the Committee will not have the power, directly or indirectly, to alter or amend in any fashion the existing collective bargaining agreements or arbitration awards between the City and the Unions.

Any discrepancies in language implementing the Committee between the various Unions participating shall be resolved by the Committee. Resolution of such disputes shall be consistent with the immediately preceding paragraph and shall not delay the Committee from carrying out its duties or exercising its powers.

The Committee will have the power to issue non-binding findings regarding the current status of healthcare benefits for City employees and recommendations for maximizing the quality and competitiveness of employee healthcare benefits at an affordable cost.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to request and receive from the City and Union healthcare funds any relevant information including: the plan's terms and conditions of benefits, other documents regarding plan design

and benefit offerings, vendor agreements, utilization information, demographics, plan finances and accounting statements, valuations, fees, commissions or other forms of compensation paid directly or indirectly to health benefit advisors, consultants and other professionals, etc. The City and the Union agree that the City and Union healthcare funds will promptly provide all information requested by the Committee, including taking all necessary steps to ensure that vendors or benefit providers promptly provide requested information in as much detail as the Committee requests (recognizing that the Committee will not request information on individual participants that has not been redacted to protect the privacy of the individual).

All information provided shall be subject to the Confidentiality provision in Section VI. Moreover, any information obtained as a result of participation in the activities of this Committee shall not be used for any purpose in any other proceeding or for any other purpose other than the activities of the Committee.

Appropriate arrangements shall be made by the Committee to insure mutuality of performance in terms of providing the records and information described herein. No party hereto shall be required to perform with any greater promptness or completeness than any other party.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to spend such monies as are necessary in the advancement of its purpose. The Committee's costs thus incurred will be borne by the City.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to engage independent professionals such as actuaries, account-

ants, and consultants to assist the Committee in its review of the current healthcare plans and in considering and crafting its recommendations

## V. Operation

The Committee shall convene its first meeting within fifteen (15) days of the City's appointment of its first representative, unless a different meeting schedule is set by mutual agreement of the City and the Unions, but in no event shall the Committee convene later than September 2, 2008. The Committee will meet regularly on at least a bi-weekly basis to conduct its business. The Committee will use all reasonable efforts to produce its findings and recommendations no later than November 1, 2008.

The City will appoint a co-chairperson and the Unions collectively will appoint a co-chairperson for the Committee. The co-chairs shall alternate leading the meetings of the Committee.

The Committee will appoint a secretary, who need not be a member of the Committee, who will be charged with keeping minutes of the Committee's meetings, circulating the minutes to the membership and scheduling Committee meetings.

The Committee will vote on any formal exercise of its powers. The formal exercise of powers is defined as the expenditure of funds, the engagement of professional services, the request for documents and information, and the making of nonbinding findings and recommendations as described in Section IV, Voting requires that a majority of members (including substitute) be present and that a majority of the members present vote in favor of the action.

## VI. Confidentiality

It is recognized that in order to have the frank and open discussions that are essential to accomplish the purposes of this Committee, the absolute confidentiality of all aspects of the Committee's activities IS the essence of this Agreement. More specifically, any and all activities, discussions and deliberations of the Committee, including but not limited to any documents, meeting minutes, drafts, reports and recommendations created by or exchanged within the Committee, shall be strictly confidential and may not be publicly revealed voluntarily for any purpose by any member, party or representative of the party, nor offered for any purpose into the record in any interest arbitration proceeding, without the consent of all the Committee members, It is understood that members of the Committee will share information on the Committee's discussions, deliberations, analyses and recommendations with their respective parties, with the specific expectation that reasonable efforts will be taken by all parties to maintain the confidentiality of that information The City and each of the Unions participating In the Committee agree that they will not subpoena any member of the Committee, any representative or employee thereof or any consultant or advisor hired by the Committee for the purpose of revealing any activity of the Committee that would otherwise be subject to this confidentiality provision. If any member of the Committee or party is subject to subpoena or other legal process initiated by any third party requiring that member or party to testify or produce documents related to the activities of the Committee, the member shall promptly notify the other members of the Committee.

## VII. Objectives

The objective of the Committee is to fully review how the City and Union controlled healthcare funds are currently pro-

viding healthcare benefits to City employees, and to make nonbinding confidential recommendations on how to maximize both the quality and cost effectiveness of the healthcare benefits offered to all City employees. The determination as to which, if any, of those recommendations may Ultimately be adopted, in whole or in part, shall be left to the sound and exclusive discretion of each party hereto.

As an illustrative but by no means exhaustive list, the Committee is encouraged to consider the effect the following actions would have on both the quality and the cost of employee healthcare benefits:

#### Individual Health Management Programs

Individual health management program issues include evaluation of the cost and benefit of adopting or expanding upon such employee centric health management programs. These programs often provide such services as personalized: health status and health risk assessments, disease and care advice, management and monitoring, specialized assistance for smoking cessation or weight loss, personalized nutrition or exercise programs, and other important health services. These programs often create “win-win” scenarios, improving the health and quality of life for employees and reducing costs for the funds.

#### Plan Administration

Plan administration Issues includes vendor management practices, such as reviewing the negotiation process utilized by the funds and their vendors to establish the vendors’ fees for providing the requested benefits to the funds’ participants, and comparing the rates and fees offered by various vendors for similar healthcare benefits. competitive bidding for vendors, and vendor performance audits; investment strategies such as reviewing the past performance of the funds’ investments as compared to similar investing entities and market



performance generally, and analysis of alternative investment strategies that could yield greater or more consistent returns for the funds, potentially offsetting expenses or increasing reserves; and best practices such as eligibility audits and coordination of benefits.

### Change In Plan Design

Plan design changes could include, consistent with the demographics and particularized needs of the various funds' membership, benefit changes, tiers for prescription drugs and mail order drug programs, changing in-network affiliations, creating an independent network and reassessing the health-care system to be used as the vehicle for providing and managing the benefits [HMO, PPO, POS, etc.].

### Consolidation

Consolidation could involve potential options for the integration, in whole or in part, of the City administered healthcare fund and the various Union administered healthcare funds into one or more centrally-administered fund(s). Efficient plan administration being a significant driver of cost savings, consolidating City employees into one or more well-managed unified healthcare plans could provide greater market leverage and purchasing power while also diffusing the risk of catastrophic injuries and high utilization rates. Consolidation into a well-managed fund also carries the potential for greater efficiencies and elimination or streamlining of overlapping and redundant administrative functions. However, it is recognized that consolidation cannot occur without the consent of all affected Unions.

### Plan Funding

Nonbinding plan funding options to be discussed by the Committee could include changing the funding structure, fully self-insuring benefits, altering deductibles and co-payments, or changing coverage maximums. Such modifications need

not necessarily be negative in nature in order to achieve cost effectiveness. Further, the Committee could consider the effectiveness of providing financial incentives to employees who utilize their benefits more efficiently such as by enrolling in a more appropriate healthcare system, actively participating in an individual health management program, utilizing mail-order prescription services, etc.

The Committee is encouraged to consider, in addition to the suggestions made above, any other approaches that might advance the Committee's goal of maximizing the quality and competitiveness of employee healthcare benefits at an affordable cost.

(1)The term "Unions" refers to: AFSCME District Council 33, AFSCME District Council 47, IAFF Local 22, FOP Lodge No.5, and the Deputy Sheriffs.

## **APPENDIX H: SHIFT CHANGE FOR 5 & 7 PLATOON**

### **Memorandum of Understanding**

SHIFT CHANGE FOR ALL 5 & 7 PLATOON TACTICAL PERSONNEL PATROL BUREAU; ALL HIGHWAY PATROL PERSONNEL "LINE SQUAD"; ALL STRIKE FORCE PERSONNEL "LINE SQUAD"

Dated: April 29, 2008

In accordance with the Collective Bargaining Agreement, specifically, Section IV-H Shift Schedules, the Philadelphia Police Department and the Fraternal Order of Police Lodge #5, agree to the following changes effective June 1, 2008:

1. All 5 and 7 platoon tactical personnel in the Patrol Bureau will have Sunday and Monday as their steady Regular Days Off.
2. All Highway Patrol "Line Squad" personnel will work the Patrol Bureau 5 platoon tactical schedule with Sunday and Monday as their steady Regular Days Off.
3. All Strike Force "Line Squad" personnel will work the Patrol Bureau 5 platoon tactical schedule with Sunday and Monday as their steady Regular Days Off.

The Patrol Bureau 5 Platoon Tactical Schedule shall be defined as follows: a rotating shift of one (1) week day work shift with a starting time between 8AM and 10AM; followed by two (2) weeks of evening shift with the starting time between 4PM and 6PM with steady Sunday and Monday regular days off.

While the Philadelphia Police Department and the Fraternal Order of Police Lodge #5 are in agreement on the

above changes, it is understood that under the provisions of the current Collective Bargaining Agreement, the City has the right to change schedules within a recognized work unit without the requirement of a submission to a neutral, provided that affected bargaining unit members are given at least thirty (30) days notice of a change in schedule. This MOU shall serve as the official notice that the above-mentioned bargaining unit members' shift schedule change will take effect on June 1, 2008.

All parties agree that the subject matter of this MOU is not subject to arbitration under the current Collective Bargaining Agreement between the City of Philadelphia and the Fraternal Order of Police Lodge 5. This MOU shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.

{This document was signed and dated by:  
Charles H. Ramsey, Commissioner,  
Philadelphia Police Department  
John McNesby, President,  
Fraternal Order of Police Lodge

## **APPENDIX I: BIDDING PROCESS FOR MIDNIGHT SHIFT**

### **Settlement Agreement and Release**

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, The police officers are employed by the City of Philadelphia, and are members of the bargaining unit represented by Lodge 5, and are covered by the provisions of said agreement; and, the current contract calls for midnight shift bidding to take place during the month of January;

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation;

NOW THEREFORE, The City, and Lodge 5 agree as follows:

1. The bidding process for assignment to midnight shift for 2008 shall take place during the month of October, 2007. The first Monday of the new pay period in January will be the transition day for "Last Out."

2. This allows for all personnel to know their platoon assignment prior to the Annual Vacation selection process which must be submitted by December 15th of the preceding year. The general message for vacation selections will be sent out 30 days prior to December 15th.

3. In consideration for the foregoing, Lodge 5 agrees not to pursue any further remedies in this case.

4. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the oppor-

tunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City and Lodge 5, intending to be legally bound hereby, enter into this agreement this 2nd day of October, 2007.

For: FOP Lodge 5 – Signature of F.O.P. President

For: The City of Philadelphia –

Signature of Police Department's

Deputy Commissioner

{In the Matter of: F.O.P. LODGE 5 AND

THE CITY OF PHILADELPHIA

RE: DESIGNATION OF PERSONNEL

TO THE STEADY 12x8 SHIFT}

## **APPENDIX J: CATASTROPHIC LEAVE BANK POLICY**

### Authority

The Agreement establishes a program that permits FOP represented employees to donate vacation time to a catastrophic leave bank. The authority is derived from the ACT 111 Arbitration Award.

### Administration

The City and the Union shall jointly maintain administration of the program. The committee will consist of three (3) representatives of the Union and three (3) representatives of the City. The President of the FOP will serve as the chief spokesperson to the City for issues arising under this program.

### Donation Period

January 1 through March 31st of each year, employees may contribute accrued vacation leave to the leave bank. (For calendar year 2010, this period shall be extended until April 30, 2010).

### Donation/Grant Procedure

Employees donating accrued vacation leave must indicate this voluntary, irrevocable transfer in writing. Employees may contribute from one (1) to five (5) days in whole increments only. Donations must be verified by the Police Department.

- I. Employee Responsibilities- Each participating employee must submit a signed, dated authorization form (Authorization to Transfer Vacation Leave) to the Police Department's Personnel Unit, who then submits them to the Finance unit. All requests must be received between January 1 and March 31st of each calendar year. Employees will receive the authorization form from the FOP.

- II. Fiscal Officer's Responsibility- On receipt of an authorization form, the Fiscal Officer will:
  - a. Verify that each donor employee has a vacation balance of at least equal to the number of days being donated. Anticipated vacation days cannot be donated.
  - b. Forward signed and dated approval/disapproval to the employee and the Central Leave Bank in the Department of Human Resources within ten days of the determination.
  - c. Deduct donated leave from donor employee's leave balance no later than the next pay period from the date of verification of available leave balance or during the period provided by the payroll system after March 31st, (or April 31st for calendar year 2010), whichever comes first.
- III. Central Leave Bank Responsibilities-Department of Human Resources
  - 1. Maintain a central listing of employees who have contributed to the leave bank, along with number of days donated and the total balance of days available.
  - 2. On receipt of an approved authorization form, notify the President of the FOP, the Police Department's Personnel Unit and Leave Transfer Committee Members monthly of the names of donor employees, payroll number, number of days donated, and the total number of days in the catastrophic leave bank.
  - 3. Verify, upon receipt of approved leave request from the President of the FOP that the Central Bank has sufficient leave to honor a request.



4. Notify the President of the FOP and the Police Department's Personnel Unit of the approval of each submitted request within ten working days of the request.
  5. Notify the President of the FOP and the Leave Transfer Committee members prior to each committee meeting of the total leave donated, the total leave granted to donor employees, and the amount of leave available.
- IV. Leave Transfer Committee Responsibilities - The committee has the sole authority to determine eligibility for a grant of leave.
1. Review written requests from eligible employees at the appropriate intervals or when needed. Eligible employees are limited to current FOP represented employees who:
    - a) Have contributed to the bank in the current year.
    - b) Have presented acceptable documentation of a catastrophic or life threatening non-service connected illness or injury as part of their leave transfer request.
    - c) Have not been placed on the Excessive Use of Sick Leave List in the past year.
  2. Approve/disapprove each request in a timely manner.
  3. Determine the appropriate amount of leave to transfer to each approved applicant. Grants of leave shall be limited to a maximum of thirty (30) leave days. Employees may apply for a maximum of two (2) grants during the calendar year.

4. Notify the Central Leave Bank of action taken affecting leave bank balances and approve/authorize leave amounts to transfer.

V. Applicant Employee Responsibilities

1. Submit to the President of the FOP a written request for transfer of leave from the Central Leave Bank. Employees may apply under the following conditions:
  - a) Current employee who is represented by the FOP
  - b) Has contributed to the bank a minimum of one (1) vacation day in the last contribution period. The contribution period is in the same year in which the donation was made.
  - c) Present documentation of a catastrophic life threatening illness or injury which is not service connected and approaching exhaustion of all paid leave. The documentation shall include certification from a recognized medical practitioner detailing:
    1. date treatment began
    2. diagnosis
    3. prognosis
    4. expected length of absence from work
  - d) Has not been placed on the Excessive Use of Sick Leave List in the past year.

Use of Transferred Leave

Leave granted to individual employees is subject to the following limitations and rules:

1. Leave may only be granted for absences related to the catastrophic illness or injury detailed in the employee's application;
2. Employee's must comply with the City-Wide Sick Leave Policy;
3. Employees who separate from City Service for any reason shall receive no cash compensation or payment for unused transferred leave;
4. Any unused transferred leave shall be restored to the leave bank upon an employee's separation from City service, or upon cessation of the catastrophic illness or injury.

## **APPENDIX K: PENSION PLAN 09 SUPPLEMENTAL AWARD**

### **In the matter of Interest Arbitration**

**Pursuant to 43 P. S. 217.1, et seq.**

**Between**

**CITY OF PHILADELPHIA and**

**FRATERNAL ORDE OF POLICE,  
MICHAEL LUTZ LODGE NO. 5**

#### Board of Arbitration

Thomas W. Jennings, Esq.

*Arbitrator for the Lodge*

Kenneth M. Jarin, Esq.

*Arbitrator for the City*

Ralph H. Colfiesh, Jr., Esq.

*Neutral Arbitrator and Chair*

### **Supplemental Award**

WHEREAS the above named Board of Arbitration issued an Award in Interest Arbitration pursuant to 43 P. S. 217.1, et seq. ("Act 111") on December 18, 2009, governing terms and conditions of employment for police officers and superior officers employed by the City of Philadelphia and represented in collective bargaining by Fraternal Order of Police, Michael Lutz Lodge No. 5; and,

WHEREAS the said Award at page 18 made certain provisions for pensions for the said employees, including the adoption of a new pension plan, to be known as Plan 09, in which officers hired after the effective date of the said Plan would have the option of enrolling; and,

WHEREAS the Board deferred ruling on the terms of Plan 09 at the time the Award was issued but agreed to either reach a unanimous decision on the said terms or have a majority of the Board rule on those terms by no later than March 1, 2010; and,

WHEREAS the Board has been unable to reach unanimity on the terms of Plan 09;

NOW THEREFORE a majority of the Board, including the Neutral Arbitrator who concurs soely on the ground that Plan 09 is optional, issues this Supplemental Award, to wit:

Plan 09 shall be consistent with the following description:

The terms of Plan 09 referenced in Paragraph 5 of this Board's December 18, 2009 Interest Arbitration Award shall be as follows:

- ◁ The new pension plan shall be comprised of two elements: a defined benefit plan and a voluntary defined contribution plan (the "DC Plan").
- ◁ The defined benefit plan under Plan 09 shall contain the same terms as Plan B of the Philadelphia Retirement Code (also known as Plan 87) as modified by this Award as follows:
  - Average final compensation shall be the average of the employee's five (5) highest annual compensations calculated for either five (5) calendar years or five (5) anniversary years.
  - Service retirement benefits under Section 22-301(3) of the Philadelphia Retirement Code shall be calculated at one and three quarters percent (1.75%) of

average final compensation multiplied by the member's years of credited service for the first twenty (20) years of credited service.

- Employees who elect to participate in Plan 09 shall make member contributions in the amount of five and a half percent (5.5%) of compensation.
  - After twenty (20) years of credited service, employees will no longer earn credited service, will no longer make contributions to the pension fund and their average final compensation shall not increase.
  - The sum of any benefits under Plan '09 plus any benefits to which a member is entitled pursuant to prior membership in another Plan under the Philadelphia Retirement Code shall not exceed the member's average final compensation. No further benefits under a member's prior Plan shall accrue once a member joins Plan '09. Credited service under a member's prior Plan shall not count toward calculating benefits under Plan '09.
- ◀ Under the DC Plan, employees may make voluntary contributions to their accounts under the City's 457 Plan. For each fiscal year, the City shall make a contribution to the account of each employee equal to fifty percent (50%) of the employee's contribution to the 457 Plan for such year. The City's contribution will not exceed one-and-a-half percent (1.5%) of the employee's annual Compensation as defined by the Philadelphia Retirement Code. Employees may continue to contribute to the DC Plan until retirement, up to the maximum specified by the Internal Revenue Code, subject to this limitation. Employees vest in the City-funded portion of the DC Plan after 5 years of service with the City.

The terms of Plan 09 set forth in this Award shall be implemented in accordance with the attached suggested ordinance.

**APPENDIX L: PAY SCHEDULE**

**July 1, 2010**

**CITY OF PHILADELPHIA  
SCHEDULE OF PAY RANGES IN ANNUAL AMOUNTS  
POLICE AND PROSECUTION DETECTIVE CLASSES**

<b>Title</b>	<b>Salary Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Salary Range</b>
Police Officer Recruit	201	41237					201
Police Officer 1	202	44097	48109	51544	54981	57271	202
Prosecution Detective 1	203	50360	54891	56078	57271		203
Prosecution Detective 2 & Police Corporal	204		60380	61686	62998		204
Police Graphic Artist, Police Sergeant, & Prosecution Detective Sereant	205		62575	63929	65289		205



<b>Title</b>	<b>Salary Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Salary Range</b>
Police Lieutenant & Prosecution Detective Lieutenant	206		71336	72879	74430		206
	207		76334	77978	79639		207
Police Captain & Prosecution Detective Captain	208		82750	84540	86338		208
	209		91025	92994	94972		209
Police Inspector & Deputy Chief Prosecution Detective	210		94335	96376	98426		210
	211		107542	109868	112205		211
Chief Police Detective	212		122597	125250	127914		212
	299	52624	54891	56078	57271		299

## DIFFERENTIALS BETWEEN PAY RANGE

From Pay Range	To Pay Range	Percent Differential
203	204	10%
203	205	14%
205	206	14%
206	208	16%
208	209	10%
208	210	14%
210	211	14%
211	212	14%

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