

**WORKING AGREEMENT
BETWEEN THE CITY OF
PITTSBURGH
AND
THE FRATERNAL ORDER OF
POLICE
FORT PITT LODGE NO. 1**

JANUARY 1, 2010 - DECEMBER 31, 2014



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AND
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January 1, 2010 – December 31, 2014

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WORKWEEK, Overtime
WORKDAY

40
40

RECOGNITION

SECTION I - RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative concerning the terms and conditions of employment, including compensation, hours, working conditions, retirement, pensions and other benefits for all employees as provided in Act 111 of 1968.

The Union recognizes the Mayor as the sole and exclusive bargaining representative for the City of Pittsburgh. The Union, its agents and representatives, agrees to bargain collectively pursuant to Act 111 of 1968 with only the Mayor or his designated representative.

The term "employee" as used in this Agreement refers to all individuals occupying positions set forth in Section 6; provided, however, that no individual shall be considered an employee until he or she has successfully completed the training program mandated by the Commonwealth of Pennsylvania, or has been employed by the City for ninety (90) days whichever is longer. In addition, in recognition of the fact that persons newly hired to Police Officer positions, normally, will require at least four (4) months of full time training, an official "probationary employee" status shall be deemed to exist for the six (6) months period commencing upon successful completion of such training by each new employee.

Upon completion of the second month of his or her probationary status, each new employee shall be accorded the right to appeal, as not being for proper cause, any employment termination action to the Civil Service Commission, provided such appeal is filed within ten (10) work days of the City's notice of that termination.

DUES CHECK-OFF

SECTION 2 - DUES CHECK-OFF

- A. 1. The City will check off uniform and regular monthly dues and agency shop fees as designated by the Union in writing to the City on the basis of individually signed voluntary check-off authorization cards. This shall include deductions from compensation paid pursuant to the Heart and Lung Act 53 P.S. 637 if the City has received a voluntary check-off authorization card signed by the employee specifically permitting the City to deduct dues from compensation paid pursuant to the Heart and Lung Act. A copy of such authorization card for "the check-off of Union dues shall be furnished to the City. These authorizations shall not be sent more frequently than once each month. Deductions on the basis of authorization cards submitted to the City shall commence for the month in which the City receives such card or in which such card becomes effective, whichever is later. In case of earnings insufficient to cover deductions, a deduction shall be made from the next pay in which there is sufficient earnings or a double deduction may be made from the pay of the following month, provided, however that any accumulation of dues shall be limited to two (2) months.
2. If the Union shall increase the amount of its monthly and/or annual dues subsequent to the execution of then current dues check-off authorization cards by members of the bargaining unit, the then current dues check-off authorization cards shall be considered sufficient authorization to the City to increase the amount of Union dues deducted by it from the earnings of the respective members of the bargaining unit.

3. Written notification from an appropriate officer of the Union to the City that the Union has increased its periodic dues shall be considered by the City as constituting adequate notice and authority for it to increase the amount of any dues deduction that it deducts from the earnings of members of the bargaining unit.
4. Employees covered by this Agreement who are not dues paying members of the Union shall be required as a condition of employment to pay, in lieu of dues, an agency shop fee for their proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues uniformly required of members. Such employees shall have the full protection of and full access to the rebate procedure contained in Subsection D of this Agreement which is agreed to by the parties.
5. An employee shall be charged with not meeting the agency shop fee as a condition of employment only if the Union's Financial Secretary has given notice to the employee and the City that the employee has failed to pay the agency shop fee and has not instituted the rebate procedure within the time limits set forth in Sub-Section D. The City shall institute proceedings to discharge the employee within ten (10) calendar days of receipt of the notice unless notified to the contrary by the Union.
6. The City shall, at the direction of the Union, make extra dues deductions from an employee who is in delinquent status. If an employee is absent from work for reasons other than those already provided for in this Agreement, the Union may, when said employee returns to work, submit written notification to the City stating the amount of

dues delinquency and the number of months an extra dues deduction shall be taken from an employee's pay.

- B. The City shall remit to the Union all monies deducted and a list of all employees for whom a deduction has been made on or before the 15th day of the month after such deductions are made.
- C. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action or inaction taken by the City for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice, or assignment furnished under any such provisions.

D. Agency Shop Fee Payer Objection Policy

The Fraternal Order of Police, Fort Pitt Lodge No. 1 has approved the following Policy governing objections by F.O.P. represented police agency shop fee payers, both the expenditure of their agency shop fees for purposes not related to the costs of exclusive representation.

- 1. The agency shop fee paid to F.O.P. by non-FOP. members shall be equal to the membership dues for F.O.P. members in the bargaining unit.
- 2. The amount of the agency shop fee, and a copy of this Policy, shall be distributed by the F.O.P. upon implementation of this Policy and each January 15th hereafter to all agency shop fee payers in the bargaining unit.

3. At the end of each fiscal year, the F.O.P.'s expenditures shall be reviewed in order to establish on a pro rata basis what portion of the agency shop fees charged to each agency shop fee payer in the unit to which the policy applies were expended on matters not related to the costs of exclusive representation. The F.O.P. will then prepare, by the 1st day of April following the close of the fiscal year, a report setting forth the results of this review with respect to that previous year. Such report will thereafter be available to any agency shop fee payer who requests a copy. Such requests should be made in writing, by certified mail, return receipt requests, addressed to the F.O.P. at 1428 Banksville Road, Pittsburgh, PA 15216.
4. Upon issuance of the report, the F.O.P. will pay to each person who has timely filed an objection under this policy his/her pro rata share of the amount of agency shop fees which have been expended on matters not related to the costs of exclusive representation (such pro-rata share shall hereafter be referred to as the "amount"), plus accrued interest.
5. Any non-member shop fee payer shall have the right to object to the expenditure of his/her agency shop fees for purposes not attributable to the costs of exclusive representation by filing such objection in writing addressed to the F.O.P. at 1428 Banksville Road, Pittsburgh, PA 15216, and sending a copy to the City Office of Labor Relations at 313 City-County Building, Grant Street, Pittsburgh, PA 15219.
6. Upon the filing of such objection, the F.O.P. will immediately deposit an amount equivalent to the agency shop fees of the objector(s) for the months following filing of the objection that remain in the F.O.P.'s fiscal year, in a separate interest-bearing account

carried by the F.O.P., and will not expend such amount thereafter for any purpose except as set forth herein.

7. Any agency shop fee payer who has timely filed such an objection pursuant to this Policy and who claims that the amount is not in accord with the standard set forth in Paragraph 3 of this Policy, may appeal the F.O.P.'s determination of the amount. Such an appeal shall be commenced by filing such an appeal in writing with the F.O.P. and sending a copy to the City Office of Labor Relations at the addresses above. Any such appeal must be filed no later than 30 days following the issuance of the report required by Paragraph 3 of this Policy. The appeal shall state the basis for the claim that the F.O.P.'s determination of the amount is not in accord with the standard set forth in Paragraph 3 of this Policy.
8. An appeal filed under Paragraph 7 of this Policy shall first be considered by the Executive Board of the F.O.P. or its designee, which shall have the discretion to consolidate all appeals and to require a hearing in determining the appeals or to determine appeals in such other manner as it deems appropriate. In all cases, the F.O.P. Executive Board or its designee shall issue its determination as to the appeal within 30 days of the filing to the appeal, or in the case of consolidated appeals, within 30 days of the filing of the last appeal so consolidated.
9. An appellant dissatisfied with the determination of the F.O.P. Executive Board may further appeal that determination. Such an appeal must be filed, in writing, no later than 15 days after the issuance of the decision of the F.O.P. Executive Board or its designee under Paragraph 8 of this Policy, or else such decision shall be final and binding. Any

such appeal must be addressed to the F.O.P. and a copy sent to the City Office of Labor Relations at the addresses above.

10. All appeals filed pursuant to Paragraph 9 of this Policy will be referred to an impartial decision-maker. Until further notice, all such appeals shall be referred by the F.O.P. to the American Arbitration Association (A.A.A.), pursuant to its 'Rules for Impartial Determination of Union Fees.' The F.O.P. will have the authority to have any and all such appeals consolidated. The impartial decision-maker's jurisdiction shall be limited to determining whether the amount determined by the F.O.P. with respect to the appellants is in accord with the standard set forth in Paragraph 3 of this Policy. The decision of the impartial decision-maker shall be final and binding. The F.O.P. and the appellant shall bear the cost of all charges made by the A.A.A. and the impartial decision maker equally.
11. All agency shop fee amounts of objectors not paid to them pursuant to Paragraph 4 of this Policy will remain in the account referred to in Paragraph 6 of this Policy until the close of the period for filing an appeal to the Executive Board of the F.O.P. set by Paragraph 7 of this Policy. If an objector timely files such an appeal, the amounts in the account of this Policy with respect to such objector will remain in the account until final resolution of the appeal to the impartial decision-maker, as the case may be, and then will be distributed to the F.O.P. and the objector in accordance with the final decision of the appeal, with accrued interest. If no such appeal is filed by an objector with the F.O.P. Executive Board within the time period established by Paragraph 7 of this Policy, then all remaining monies in the account with respect to the objector will be distributed to the F.O.P.

12. For the purposes of this Policy, 'file', 'filing' and/or 'filed' means receipt by the recipient designated herein, after mailing by first-class certified mail, return receipt requested.
13. It is the intent of the parties to follow the standards set forth for such procedures by the United States Supreme Court in Chicago Teachers Union, et al v. Hudson, 106 S.Ct. 1066 (1986). Should any section of this procedure be found to be constitutionally deficient, such will not serve to invalidate the remainder of the procedure.

SENIORITY

SECTION 3 - SENIORITY

A seniority system based upon continuous service and applicable ability considerations shall be followed for employment security and work assignment determinations, to include annual "Job Pick" selections and awards of and to police service employees, during the term of this Agreement. In connection therewith, the following definitions and rules are to be applied by the City.

- A. Continuous Service - The "continuous service" status of each bargaining unit employee shall mean all "unbroken" service, from the date of his or her initial employment as a Police Officer in the Police Bureau. A break in such service will result, however, upon the occurrence of any of the following:
1. voluntary quit;
 2. termination for cause; or
 3. absence in excess of five (5) days without any justifiable reason and/or without any "report off" from work within that period of absence.
 4. Any continuous absence due to a non-work related disability for a total of twelve (12) continuous months or for a total of twelve (12) cumulative months in a twenty-four (24) month period shall result in a break in continuous service and termination of employment. The period of absence runs prospectively from April 1, 2001. Any employee who is terminated under this provision for a non-work related disability will be able, within five (5) years following termination, to present evidence to the City physician establishing that the non-work related disability has been overcome, and that

the former officer is able to return to full duty. In such case, the officer will be reinstated, and his continuous service shall be bridged for all purposes.

- B. Job or "Rank" Seniority - Each employee will be accorded job or "rank" seniority, from the date of his or her initial promotion to any rank, with his or her "continuous service" status therefore running from that date. Seniority for any lower ranks held by any employee will continue while he or she holds any higher rank, of any Police Officer job. In the event an employee is reinstated after having terminated employment, he or she shall be accorded full credit for all time served as a Police Officer in the Police Bureau.
- C. Bureau-Wide Seniority - Each employee will be accorded a "bureau-wide" continuous service or "seniority" status from the date of his or her initial employment on any job in the Police Bureau of the City. This seniority shall be applied in cases of any decrease in force and/or recall action affecting employees in his/her job or rank, by the City.
- D. Annual Bidding (Job Pick) Procedures - By September 15 of each calendar year, the Chief of Police shall forward to the F.O.P. his projected manning level notice for the Bureau of Police for the following year. The F.O.P. shall have the right to grieve in an expedited manner any issues concerning the proposed picks. The parties shall select a neutral arbitrator prior to September 15 to decide any expedited grievances so as not to delay the October 1 posting date.
 - 1. Uniform Division Employees
 - a. By October 1, and continuing until October 31, of each calendar year, the Chief of Police shall cause a posting of Projected Manning Level notices indicating

regular assignments and shifts to be filled by Uniformed Officers, and listing the names, ranks and service dates of such officers assigned, at and for all Police Stations maintained by the City. These notices shall include a "sign up" page or "Pick Sheet" for each position (by shift) to be posted and filled, at and for each such Police Station. The Chief of Police shall have the discretion to create and post units within which qualified Uniformed Police Officers may bid, and place qualified Uniformed Police Officers within them. The City will send to the F.O.P. a written statement as to the qualifications it considers in placing employees in the units. The Union shall have the right to grieve in an expedited fashion if it perceives the posting as an attempt to circumvent seniority or other "contractual" rights of Uniformed Police Officers. Effective for job picks for 2006, the twenty five percent (25%) most senior police officers (excluding sergeants and lieutenants) assigned to work in the uniform division each year shall be permitted to elect the zone in which they will work that year, in order of seniority. *(Final sentence of this paragraph is subject to appeal filed by the City on 1/28/05.)

- b. During the above said "posting" period, all Uniform Police Officers at each Station shall be given an opportunity to sign the Pick Sheet notice reflecting the regular "position" (and shift) of his or her choice. Any employee who fails to sign up for any regular position and shift assignment posted, or whose choice of position and shift is awarded to a senior employee, shall be assigned to one, without regard to his or her seniority status, by the Commander at the Station.

- c. All regular position and shift assignment selections under Paragraph B hereof shall be made and awarded on a "seniority" basis, from among all qualified Uniform Division employees at each Police Station. Any employee who fails to obtain his indicated choice of such assignments will be given a right to make a new choice within the posting period of Paragraph (b) above, and will be considered therefore, on the same basis.
- d. Effective for the calendar year beginning January 1, 1999, all employees assigned to Zones shall be permitted to bid on car, wagon, utility or COP assignments on the basis of seniority. Regular COP assignments shall be posted and shall indicate the two (2) consecutive pass days and the shift.
- e. By November 15 of each calendar year, the Chief will post Officer Assignment notices, indicating all regular positions assigned, by name, rank and applicable service date of each employee so assigned, at and for each Police Station, for the next following calendar year. A copy of this notice will be provided to the Local F.O.P. President.
- f. As provided in Paragraph (a) above, all Station assignments of Uniform Division (and other) employees will be made by the Chief of Police.
- g. If, after the assignments within a Police Station for a calendar year take effect, an opening in an assignment occurs due to a resignation, retirement, including disability retirement, death, or promotion which the City determines to fill, then

the vacancy shall be posted for bid within the Police Station or unit before transferring a Uniformed Police Officer from another Police Station or unit. The City may fill such openings at any time by posting for bid, but if the City gives the assignment to Uniformed Police Officers for thirty (30) calendar days then it will be deemed to have determined to post the opening for bid. The assignment and shift shall be posted for bid for ten (10) calendar days but otherwise the procedure for bidding shall be the same as under subparagraphs b and c above. Only the initial opening caused by one of the events described above shall be filled by this procedure. Nothing in this subsection shall force the City to make promotions.

- h. If, on a particular shift, the City must fill a vehicle assignment open on that shift, then the City shall fill it first from among Uniformed Police Officers who have successfully bid upon vehicle assignments but who have no vehicle available on that shift. If there are more open vehicle assignments on that shift than there are available Uniformed Police Officers who have successfully bid upon vehicle assignments, then the open vehicle assignments will be given to Uniformed Police Officers who successfully bid upon utility assignments, first by request, then by inverse order of seniority. The City may bypass any Uniformed Police Officer for an open vehicle assignment on a particular shift if the City, in good faith, believes that because of compatibility, the Uniformed Police Officer will not be effective in that assignment on that shift.
- i. Picks shall be made in the following order

Captains shall pick first.

Lieutenants shall pick second.

Sergeants shall pick third.

Gold Badge shall pick fourth.

Graded Det. shall pick fifth.

Master Police Officers shall pick sixth.

4th Year Patrol Officers shall pick seventh.

3rd Year Patrol Officers shall pick eighth.

2nd Year Patrol Officers shall pick ninth.

1st Year Patrol Officers shall pick tenth.

For seniority purposes in the Detective Bureau only, all persons assigned to the Detective Bureau prior to February 17, 1998 shall have their seniority based upon total service as a Police Officer. Any person permanently appointed to the Detective Bureau after February 17, 1998 shall have their seniority based upon time in grade as a detective.

2. Other Employees

A procedure similar to that described in Paragraph (a) above will be followed for regular position and shift assignments to employees "outside" of the Uniform Division. A separate such procedure may be established and applied to any reasonable "groupings" of such employees, as determined by the Chief of Police.

3. Effective January 1, 2001, the parties agree to eliminate the position and practice of utilizing desk sergeants. The parties will create the new assignment of desk officer.

Beginning with the bids for calendar year 2002, the desk officer position shall be posted and bid in each zone location in the annual bidding procedure set forth in Section 3.D. The City agrees to fill, by March 1, 2001, those vacancies in the position of sergeant which exist as of the effective date of this award.

E. Transfers and Reassignments

1. Permanent

Permanent transfers of employees from their regular position or shift assignments, at any Station, will be made only with the consent of each affected employee, so long as the regular position and shift assignment selected by him continues to be manned at his Station, during that calendar year, by the City.

2. Temporary

Station, position and/or shift transfers or reassignments of any employee(s) for a period of seven (7) days or less (five work days and two pass days) – though, not to exceed ten (10) such periods for any given officer in any calendar year – shall be deemed “temporary.” Normally such transfers shall first be done through seeking volunteers and if an insufficient number of volunteers are available, then the transfers shall normally be made in inverse order of seniority. Such “temporary” transfers or reassignments are to be based upon Police service requirements, as determined by the Chief of Police. The Chief shall have an unfettered right to determine such requirements, and to make such temporary transfers or reassignments, during the period of this Agreement. However, no transfer under this paragraph may be made for disciplinary reasons. In the event of an emergency, the transfers may be made without first seeking volunteers or without

reverting to the use of inverse order of seniority. If special skills or abilities are needed or if the transfer would result in overtime the transfer may be made without first seeking volunteers.

3. Personal Transfers

Any employee may request a transfer from one shift to another or one station to another within the Operations Division. All such requests shall be in writing with a copy to the Union. Requests for transfer may be granted only for compelling personal reasons or inability to adequately perform assigned duties. Requests for transfer shall be granted provided there is a vacant position as determined by the City, available or another employee will consent to trade shift or station assignment with the employee requesting the transfer and the employee is capable of performing the assigned duties of the new shift or station. In the event that more requests are received than may be accommodated, preference in granting such transfers shall be based on length of continuous service. Final discretion as to whether or not a transfer is to be granted shall rest with the Chief.

4. Bureau Transfers

Employees may be transferred by the Chief, or their Commander, either temporarily or permanently, to another shift or station for the good of the Bureau. Bureau transfers, for the purpose of affording necessary police service, shall as far as practicable be in the reverse order of length of continuous service. Nothing in paragraphs (1) or (2) of this subsection prohibits the City from transferring employees from their picked job assignments at one Police Station or unit to another police station or unit in accordance with this paragraph.

5. Employees are to have two (2) weeks notice of permanent, involuntary transfers from any Police Station to another, except in the case of emergencies or as the needs of public safety require.
-
- F. Seniority Roster Postings - Two (2) separate Seniority Rosters will be posted at each Police Station, one (1) listing the names, ranks, service dates, station and shift assignments of all bargaining unit employees and the other listing the names, ranks, service dates and shift assignments of employees at that particular Police Station. The City shall supply to the Fraternal Order of Police, a seniority list in inverse order of seniority with dates of promotion to last rank and category within the Pittsburgh Police. Said seniority list shall be provided to the Fraternal Order of Police no later than June 1st of each calendar year.

RESPONSIBILITIES OF THE PARTIES

The City, its representatives at all levels, is bound to observe the provisions of this Agreement. The Union, its officers, Board members, and representatives at all levels, is bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. There shall be no interference with the right of any employee to become or to continue as a member of the Union.
2. There shall be no discrimination, restraint, or coercion against any employee because of membership of the Union.
3. There shall be no Union activity on City time except as provided in Section 5-E-2.
4. There shall be no intimidation or coercion of employees into joining the Union or continuing membership therein.
5. The provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex. The representatives of the City and the Union, shall comply with this provision in all steps of the grievance procedure and in all dealings between the parties.

MANAGEMENT

SECTION 4 - MANAGEMENT

- A. The City and the Director of the Department of Public Safety, through the Chief of Police shall have the exclusive right to manage, administer, and supervise the employees including the right to schedule and assign work, transfer, and the sole and exclusive right to determine the size and organization of the Police Bureau including the discretion to determine vacancies and to fill vacancies in accordance with the needs of the Bureau and the public safety as determined by the Chief of Police, Director of the Department of Public Safety, and the Mayor.
- B. The parties recognize that the procedure for appointments, promotions, and reduction of force, suspensions and discharges is as provided by the Police Civil Service Act for Cities of the Second Class as amended as of January 1, 1976 (53 Purdon's Statutes, 23531 et seq.), and the City shall obey the safeguards outlined in Section 21 in conducting internal investigations.

If the Legislature should, amend or enact statutes that mandate a process for the removal, discharge, suspension, reduction in rank or reduction in pay of employees in the competitive class then the collective bargaining agreement will be amended to reflect said changes.

- C. Except in an emergency situation, the Chief of Police, Deputy Chief, Assistant Chiefs and Commanders will notify and provide a copy to the Union, at least 15 days prior to implementation of any change in the Rules and Regulations of the Bureau, and any new General Order. This notice is to provide the Union with a chance to review and, if desired, to discuss the order or regulation in question with Police Administration.

- D. F.O.P. Bulletin Boards shall be provided at all stations and divisions subject to normal City rules and regulations against inappropriate usage.
- E. The Union shall be notified in writing by the City of any disciplinary action or actions taken by it against any member of the bargaining unit within seven (7) calendar days of such action.
- F. The Mayor of the City shall provide the President of the Union with a copy of his proposed budget for the next fiscal year at approximately the same time that the Mayor submits such proposed budget to City Council.
- G. The Union shall be notified in writing by the City of all new hires, promotions or terminations which occur within the bargaining unit, as well as any changes which materially affect the job status of members of the bargaining unit within fifteen (15) calendar days subsequent to such event.
- H. The City may, at its sole discretion, subcontract any work presently performed by the bargaining unit. The City will engage in meet and discuss with the Union prior to taking any such action.

GRIEVANCE PROCEDURE

SECTION 5 - GRIEVANCE PROCEDURE

A. The parties shall observe and be bound by Public Law 1183 of 1947 relating to strikes by public employees. (43 P.S. 215.1 et seq.). During the term of this Agreement there shall be no lockouts. There shall be no strikes, work stoppages, interruption, or impeding of work, or concerted absences from work. No officer, board member or representative of the Union shall authorize, instigate, aid or condone any such activities. The applicable procedures of this Agreement shall be followed for the settlement of all grievances.

B. DEFINITIONS

Grievance - A "grievance" is hereby defined as:

1. A complaint by an employee regarding the interpretation or application of, or compliance with this Agreement.
2. A complaint by the Union regarding interpretation or application of, or compliance with this agreement.
3. Any disciplinary action resulting in discharge, suspension, written reprimand or demotion. The employee may elect to grieve any such disciplinary action to arbitration before a single arbitrator or to a tripartite arbitration panel selected in accordance with the Police discipline appeals procedures of the contract.
4. The days for the filing and processing of grievances shall be exclusive of Saturdays,

Sundays and holidays.

5. The failure to process or answer a grievance within an established time limit presumes that it has been satisfactorily resolved.
6. The parties may extend the specified time limits by a signed agreement.
7. If the City fails to file a timely answer to a grievance, or the F.O.P. fails to file a timely appeal to the next step, it will create a rebuttable presumption that the grievance is being settled by the party who fails to take timely action.
8. The parties, by mutual agreement, can expedite a grievance from Step 1 to Step 3.
9. Disciplinary termination grievances shall take precedence over contract grievances.

C. PROCEDURE

1. Step One
 - a. Any employee who believes that he (or she) has a grievance and is unable to resolve the matter personally, can submit a written grievance to the Chief of Police, on forms provided by the City, which shall (among other items) include the signatures of the Grievance or Assistant Grievance Committeeman and the employee.
 - b. To be considered, the written and signed grievance shall be submitted to the

Chief of Police (or his/her designated representative) within ten (10) days after the occurrence of the event giving rise to the grievance or within ten (10) days after the employee knew or reasonably should have known of the event giving rise to the grievance.

- c. The Union's representative and the Chief of Police (or his/her designated representative) shall meet and discuss such grievances following receipt of the written grievance, at a meeting to be scheduled for such purpose at a time and place mutually agreeable to the parties. Such grievances will be discussed and answered by the Chief within ten (10) days, after they are received. The Chief shall have authority to settle any grievance.
- d. The answer of the Chief (or his /her designated representative) and the date thereof shall be recorded on the Grievance Form, with a copy given to the aggrieved employee and to his/her Union representative. If the Chief does not respond within ten (10) days, the grievance shall be considered granted, without necessity for further appeal.
- e. If a grievance is not satisfactorily resolved at Step One, it may be appealed to the Step Two level by the Union filing an appeal in writing within ten (10) days of the Chief's Step One answer.

2. Step Two

- a. In Step Two, the Union's representative and the Mayor (or his/her designated representative) shall discuss such grievances, following receipt of the written

appeal to the latter, at a meeting to be scheduled for such purpose at a time and place mutually agreeable to the parties. Grievances discussed in such meeting shall be answered by the Mayor (or his/her designated representative) in writing, within ten (10) days after the date of such meeting, unless a different date for such disposition is agreed upon by the parties.

- b. If the Mayor's answer in Step Two is not appealed in writing within ten (10) days after the written answer by the Mayor (or his/her designated representative) the particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal. If the Mayor (or his/her designated representative) does not answer within ten (10) days, the grievance shall be considered granted, without necessity for further appeal.

3. Step Three

- a. Any grievance which has been processed in accordance with the provisions of this Section, but which has not been satisfactorily resolved may, upon proper appeal, be submitted to arbitration before an impartial Arbitrator to be selected from the list of impartial arbitrators established by the parties as set forth below.
 - i. The City and the Union shall each submit the names of twelve (12) arbitrators who are members of the National Academy of Arbitrators.
 - ii. The first nine (9) names that appear on both lists shall comprise a permanent panel of arbitrators.

- iii. If less than nine (9) names appear on both lists, all names that appear on both lists shall be on the permanent panel and the remaining names shall be combined into one list.
 - iv. From the combined list of names, each party will alternately strike one name (the Police shall strike first) until a total of nine (9) arbitrators have been selected overall.
 - v. The nine (9) selected arbitrators, in alphabetical order, shall comprise the panel of Arbitrators for the term of this Agreement.
- b. The Arbitrator shall be requested to submit his decision, in writing, within thirty (30) days after the conclusion of the hearing or hearings (and/or receipt of any transcript and/or briefs thereof) and the decision of the Arbitrator, so rendered shall be final and binding upon the employee involved and upon the Parties to this Agreement. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be made retroactive for more than thirty (30) days beyond the date on which the dispute first was presented, in writing, as a grievance. The fees and expenses of arbitration shall be borne in equal shares by the City and the Union. The Arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement.

D. MULTIPLE GRIEVANCES AND UNION GRIEVANCES

In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations including the dates thereof may be presented in writing directly in Step 2. Such additional claims shall be filed promptly and each additional claimant shall be clearly identified. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance shall review each pending claim in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall thereafter be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

E. GRIEVANCE REPRESENTATIVES

1. The Union shall designate to the City in writing the names of the Union officers and shall certify in writing the names of eighteen (18) authorized grievance representatives. Any changes in Union representation shall be recognized by the City only after the changes are certified to the City in writing by the Union.
2. Authorized grievance representatives will be allowed time off without pay to attend meetings and hearings and to visit other work sites for the purpose of transacting grievance business after notice to the supervisor. Such permission for time off shall not be requested when the Union activity could reasonably be performed during non-working hours, and, such permission shall not be unreasonably withheld by the supervisors involved.

SALARIES

SECTION 6 - SALARIES

- A. In each calendar year of this Agreement, the basic hourly and annual salary rates for bargaining unit job classifications shall be established as follows:

Effective January 1, 1998 there shall only be one grade of detective which shall be paid at the rate of four and one half (4.5%) percent above the fourth year police officer rate. All existing first grade detectives shall maintain a rate of one and one half (1.5%) percent above the detective rate.

- B. In determining the hourly rate to be applied for overtime and any other purpose under this Collective Bargaining Agreement, the hourly rate shall be determined by dividing the annual base rate by 2,080.

- C. If an employee is transferred into the Detective Bureau and assigned to perform the duties of the detective job description, the employee shall be paid at the rate for a Detective effective after having been assigned to the Detective Bureau to perform the duties of the detective job description for ninety (90) days in any one hundred twenty (120) day period. A police officer so assigned shall be paid the rate of a Detective based on his or her assignment to work in the Detective Bureau as a detective for ninety (90) days in any one hundred twenty (120) day period whether or not the police officer is appointed as a graded detective pursuant to the Civil Service procedures applicable to the City of Pittsburgh Police Department. If a person is assigned to an Investigative position and is not made a graded detective, he/she shall have the right to be addressed as "detective" for the duration of their assignment. An officer assigned to a detective

position shall be required to complete only one ninety (90) day probationary period in order to be eligible to receive detective pay. If an officer is transferred from a detective position, after completion of the probationary period, any subsequent reassignment to a detective position shall result in the officer being immediately eligible for detective pay.

- D. If an employee is assigned to a higher graded position by a Lieutenant, Acting Lieutenant, or higher ranking officer, the employee shall be compensated for all hours so worked at the standard hourly wage rate of the position to which assigned. Assignment of an employee to the grade of Acting Lieutenant must be approved by a Commander, Assistant Chief or the Chief.
- E. All existing rank and grade pay differentials shall remain as is with the exception that the rank differential for Sergeants shall be 14 % above the pay rate for Police Officer Fourth Year, and the rank differential for Lieutenants shall be 14% above the pay rate for Sergeants, effective January 1, 2004.
- F.
 - 1. The base wage rate for each position in the bargaining unit will remain frozen at December 2009 rates throughout calendar year 2010. A one thousand dollar (\$1,000) signing bonus will be issued to each member of the bargaining unit, to be paid in the month of March. Employees whose wage rates were in step increments will proceed to the next step.
 - 2. In calendar year 2011, the base wage rate for the position of Police Officer 4th Year shall be increased by 2.0% and all other grade and rank differentials will remain the same. Those in positions of step increases will progress to the next step, regardless of seniority.

3. In calendar year 2012, the base wage rate for the position of Police Officer 4th Year shall be increased by 2.0% and all other grade and rank differentials will remain the same. Those in positions of step increases will progress to the next step, regardless of seniority.

4. In calendar year 2013, the base wage rate for the position of Police Officer 4th Year shall be increased by 2.0% and all other grade and rank differentials will remain the same. Those in positions of step increases will progress to the next step, regardless of seniority.

5. In calendar year 2014, the base wage rate for the position of Police Officer 4th Year shall be increased by 2.0% and all other grade and rank differentials will remain the same. Those in positions of step increases will progress to the next step, regardless of seniority.

6. The City and the Union anticipate additional savings from the use of compensatory time banks, which savings should allow the cost increases in this Agreement to meet the requirements of the City's Act 47 Plan. To ensure this savings, the City and the Union will each appoint three (3) persons to a Contract Review Committee, which shall meet in December in each year of the term of the contract to determine the amount of savings from compensatory time used verses overtime earned. If, at the end of any calendar year, the cost of wage and benefit increases covered by this Agreement exceeds the ceiling allowed under the Act 47 Plan by an aggregate amount in excess of \$250,000, then the wage increase for the next calendar year will be adjusted to eliminate such excess. If, at the end of calendar year 2013, there is an aggregate savings over the ceiling allowed under the Act 47 Plan, then 50% of that savings shall be divided among those who are active officers and members of the bargaining unit as of December 31, 2013 in an amount not to exceed one thousand dollars (\$1,000) per officer. In the event that the Contract

Review Committee comes to impasse over such wage adjustments, then the current Act 111 neutral arbitrator shall rule based on this Agreement and the Act 47 Plan.

7. To determine appropriate police officer pay grades, continuous service status is as defined in Section 3 - Seniority (A)(1)(2)(3) and (4).

LONGEVITY PAY

SECTION 7 - LONGEVITY PAY

- A.. Each eligible bargaining unit employee will be granted longevity pay each year based upon years of service with the City in the bargaining unit, as follows:

<u>Completed Years of Service</u>	<u>Annual Payment</u>
Four years through seven years	\$ 1,000
Eight years through eleven years	2,000
Twelve years through fifteen years	3,000
Sixteen years through nineteen years	4,000
Twenty years through twenty-three years	5,000
Twenty-four years through twenty-seven years	6,000
Twenty-eight years through thirty-one years	7,000
Thirty-two years through thirty-five years	8,000
Thirty-six years through thirty-nine years	9,000
Forty years or more	10,000

- B. The annual dollar amount of longevity received by any officer under the above plan shall not be less than the dollar amount of longevity received by that officer in 2009. An officer will continue to receive the same, frozen amount of longevity pay under the 2009 plan until such time as his annual payment under the above plan exceeds the former plan. Thereafter, the officer will receive annual payments pursuant to the above plan.

- C. If City Council has approved supplemental pay for officers involuntarily called to military duty, said officers will receive longevity pay without satisfying the One Day Work Rule. This provision will be effective retroactive to January 1, 2002.
- D. The longevity payment shall be paid in the first pay period following the employee's anniversary date, provided, however, that any employee who has achieved twenty (20) years of service shall be paid in February.
- E. Except as provided in paragraph B and paragraph C, no officer shall be entitled to receive longevity pay unless the officer works a minimum of one (1) day in that calendar year.

HOURS OF WORK

SECTION 8 - HOURS OF WORK

- A. This Section defines the normal hours of work, but shall not be construed, either, as a guarantee of hours of work and pay or as a basis for calculating overtime hours of work and pay, except as provided for, otherwise, in this Agreement.
1. The normal workday shall be eight (8) consecutive hours of work. An employee shall be entitled to a meal period of one-half (1/2) hour while on duty during the eight (8) hour work period. It is understood that the employee is on duty and on call at any time during the meal period.
 2. The normal workweek shall be five (5) workdays beginning on the first day of any seven (7) consecutive day period which may begin on any day of the calendar week. Workdays shall be consecutive except for days off. The normal two (2) days off shall be consecutive days off.
 3. The normal workweek shall apply except in emergency cases for the suppression of riots or tumults or the preservation of the public peace in times of riot, conflagration, or public celebrations.
- B. Time spent by employees in attendance in Court and Magistrate sessions, including lunch breaks, as required by subpoena by the District Attorney's Office or as required by the

Chief of Police, is time worked and shall be compensated as such. Such time worked shall be compensated at the regular rate or at the overtime rate, depending upon whether it qualified as straight-time or overtime, provided, however, that employees required to attend pretrial or Federal, State, County, or City Court and Magistrate sessions shall be guaranteed at least three (3) hours pay at the applicable rate. This paragraph shall also apply to Law Department and Human Relations Hearings, Merit Board, OMI interviews, and in Trial Boards and Boards of inquiry for sitting members or witnesses for the prosecution.

An officer who appears in court as a defendant in a civil or criminal case arising out of the performance of police duties may elect to have his shift changed to coincide with scheduled court appearances. An officer electing such change would waive any claim to overtime within a twenty-four (24) hour period in relation to his regularly scheduled shift. Subject to the approval of the County and the courts, an officer required to attend City Court must select either morning or afternoon schedule for court hearings. No election will be honored, however, if it would create a claim for overtime compensation that would not otherwise exist.

- C. An employee whose court appearance continues into the employee's shift shall be entitled to pay for time worked only. The three hour court appearance guarantee shall be inapplicable.

An employee whose court appearance starts one and one-half hours or less prior to the employee's shift may be required to report for duty immediately after the court appearance and the three hour court appearance guarantee shall be inapplicable.

If an employee's court appearance starts more than one and one-half hours prior to the employee's shift and ends prior to the employee's shift, the three hour court appearance guarantee shall be applicable whether or not the employee is asked to report to work immediately after the court appearance.

If a court appearance occurs more than one and one-half (1 ½) hours after the end of an employee's shift, the employee shall be entitled to the three (3) hour court appearance guarantee whether or not the employee is held over until the appearance begins.

If a court appearance occurs one and one-half (1 ½) hours or less after the end of an employee shift, the employee may be held over for the court appearance. In this event, the employee shall be paid for hours worked only and the three (3) hour court appearance guarantee shall be inapplicable.

An employee required to make two court appearances in a day may be held over on duty from the first to the second court appearance. In this event the three hour court appearance guarantee is applicable only to the first court appearance.

Overtime hours accrued as a result of court time can, at the discretion of the officer, be paid as overtime or be banked as compensatory time subject to the rules and procedure set forth in Appendix A

- D. Call Outs - Except for Court or Magistrate sessions covered by Paragraph B above, an employee called out to work for any period other than the period of his or her previously scheduled hours of work shall be guaranteed at least four (4) hours of work or pay and shall be compensated at applicable overtime pay rates for such 'call out' time. Previously scheduled hours of work of any affected employee shall not be rearranged or reduced because of call out work under these provisions.
- E. Except in "emergency" situations, or where requested and agreed to by the affected employees, any change in previously scheduled hours of work shall be made and posted no later than Thursday of the week preceding the calendar week in which the change is to take effect, or by the end of the last shift worked by the affected employee during that preceding week, whichever occurs first.
- F. When any change is made in the schedule of, any employee in any manner contrary to the provisions of Paragraph E above, he/she shall be deemed to have reported for work on his regular shift and shall be paid on that basis, with all other hours worked on that day compensated for, at the appropriate "overtime" pay rate.
- G. Shift Differential - For hours worked on the afternoon shift there shall be paid a premium rate of 2.00% of the hourly rate; and for hours worked on the night shift there shall be paid a premium rate of 3.00% of the hourly rate; and for hours worked between 4:00 P.M. and 11:00 P.M. there shall be paid a premium rate of 4.00% of the hourly rate.

1. For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the workday shall be considered as worked on the shift on which he or she is regularly scheduled to start work, except,
 - a) An employee regularly scheduled for the day or afternoon shift who completes his or her regular eight-hour turn and continues to work into the following shift shall be paid the applicable shift differential for all hours worked on the following shift.
 - b) An employee who completes his or her regular eight-hour turn and after going off duty is called out for another shift within the same workday shall be paid the applicable shift differential if any, for the hours worked on the other shift.
2. Shifts shall be identified in accordance with the following:
 - a) Day Shift includes all turns regularly scheduled to commence between 6:00 am. and 8:00 a.m. inclusive.
 - b) Afternoon Shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m. inclusive.
 - c) Night Shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 a.m. inclusive.

3. Shift differential shall be included in the calculation of overtime compensation, except when such overtime results from an appearance in court but shall not be part of the base wage for any other purpose.
4. Any hours worked by an employee on a regularly scheduled shift which commences at a time not specified in Paragraph 2 above shall be paid as follows:
 - a) For hours worked which would fall in the prevailing day turn of the Bureau no shift differential shall be paid.
 - b) For hours worked which would fall in the prevailing afternoon turn of the Bureau the afternoon shift differential shall be paid.
 - c) For hours worked which would fall in the prevailing night turn of the Bureau the night shift differential shall be paid.
 - d) For all hours worked by an employee during any shift which begins after 4:00 p.m. and before 11:00 p.m., the employee shall be paid a shift differential of 4.00% of the hourly rate.

H. EXCHANGE OF PASS DAYS

1. Employees assigned to the same station, division and of equal rank may exchange complete pass days and tours of duty, subject to the approval of the Assistant Chief and/or his Designated Representative.

2. No overtime liability due to such exchanges shall accrue to the City nor shall the City assume responsibility for enforcement or repayment of time between the officers involved.
 3. In no event are exchanges of duty tours to be granted in order for any employee to make profit or for the purpose of assuming outside employment of any length or duration.
- I. Nothing in the Award of December 30, 2004 shall be construed to change the present practice regarding minimum pay for court appearances.

OVERTIME

SECTION 9 - OVERTIME

A. DEFINITIONS

1. The workweek shall consist of seven (7) consecutive days beginning 12:01 a.m. on Monday.
2. The workday is the twenty-four (24) hour period beginning with the time the employee begins work.
3. The regular rate of pay as used in this Agreement shall mean the standard hourly wage rate which the employee would have received for the work assigned had it been performed during the 40 hour work week.
4. For purposes of overtime payments, based on *Wheeler v. Hampton*, 399 F.3rd 238 (C.A.3(Pa.) 2005), the annual base pay will include longevity pay, and shift differential at the median rate, proposed by the City of three (3%) percent.

B. Overtime rates of one and one-half (1½) times the regular rate will be paid for:

1. During any workweek wherein an officer actually works more than forty hours, the hours in excess of forty hours will be paid at a premium rate of one and one half times the officer's regular rate. Overtime hours accrued as a result of this provision can, at the discretion of the officer, be paid as overtime or be banked as compensatory time subject to the rules and procedure set forth in Appendix A.

C. If officers are forced to work on pass days, then the order of selection shall be by inverse seniority.

- D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions of this Agreement.

E. Improper Absenteeism Exclusion

Any employee who absents himself (herself) from work without permission or justification, or whose pattern of absences otherwise demonstrates an abuse (it is to be noted that patterns of attendance abuse do properly subject an employee to discipline), and who does not challenge the determination that such absence(s) were made without permission or justification, under this Agreement, may be required to make up the time not worked, in four (4) hour periods, at any time and in any assignment directed therefore, by the Chief of Police.

All "make-up" work under this provision will be compensable on a "regular time" pay basis; provided that any affected employee be accorded an option to elect and accept a suspension penalty for periods not to exceed three (3) days and a fine in an amount not to exceed three (3) days' pay, in addition--in lieu of such make-up work--for each improper absence. Any unchallenged improper failure by the employee to "make up" any time lost, as directed by the Chief, shall be deemed an election and acceptance of a suspension penalty and fine under this Section.

Any election and acceptance of such suspension penalty and fine under this provision shall be deemed to constitute a waiver of any right to protest that suspension penalty and fine, under any City or State Law or Agreement provision in effect at the time.

- F. All shift changes shall occur on the first of each month. The first eight (8) hours worked on the first day of a new schedule shall be compensated at straight time.

G. OVERTIME PAY AND ACTING PAY OPPORTUNITIES

1. Whenever the need arises to hire on over time a lieutenant or sergeant (and on-duty manpower is not available), hire the person of the rank to be filled if the cost is the same as hiring a lower rank to act in a higher capacity. (Thus, the practice will continue of making a lower rank act in a higher capacity, as long as it is not on overtime and the cost is only acting pay.)
 2. As long as the lieutenant or sergeant who is offered the overtime is not on pass, this will prevail. A lieutenant or sergeant who is on pass is free to volunteer to work at time and a half, provided he/she agrees not to demand the overtime rate applicable for pass day work. This in no way creates a mandatory manning level, and the Bureau will continue to have a lower rank act if on-duty manpower is available.
 3. Offers will first be made to the lieutenant and sergeant on the shift and at the duty location that has the manpower shortage. This will be done by seniority. If no one on the shift is available then the other shifts will be contacted. This will also be done by seniority. If no one is available then any supervisor from the prior shift will stay.
1. If this procedure is violated by anyone under the rank of Commander, there will not be any grievances accepted by the FOP, and the City will not be required to pay any amount to the lieutenant/sergeant who was not offered the overtime.

HOLIDAYS

SECTION 10 – HOLIDAYS

Each employee shall be entitled to the following holidays:

- (1) New Year's Day January 1,
- (2) Martin Luther King Day (date of official observance under Federal Law)
- (3) Presidents' Day (date of official observance under Federal Law)
- (4) Police Memorial Day (May 15)
- (5) Memorial Day,
- (6) Independence Day July 4,
- (7) Labor Day,
- (8) Veteran's Day November 11,
- (9) Thanksgiving Day,
- (10) Christmas Day December 25

A. DUPLICATION

1. A holiday which occurs during the vacation period of an employee shall be charged to the vacation period of the employee and the Holiday shall be deferred.
2. A holiday which occurs while an employee is on authorized sick leave shall not be charged against the sick leave of the employee.
3. An employee who is receiving compensation benefits when a holiday occurs is not entitled to have the holiday at a later date upon return to work or to receive additional pay for that day.

B. HOLIDAYS WORKED

1. Any employee who works on any of the listed holidays shall have the choice of double time and one-half pay for all hours worked on the holiday, or pay at time and one-half for the holiday worked and eight hours compensatory time off with pay at straight time at a later date.
2. An employee shall be paid double time and one-half on holidays unless he or she elects, in writing, to choose equal compensatory time off before the end of the regular shift on the holiday so worked.
3. If an employee shall be held over to work on the actual calendar day holiday as listed in this section, he or she shall be paid the holiday rate for the hours that he or she is held over to work on the holiday. If an employee is held over to work following their normal holiday shift, he or she shall be paid at the regular overtime rate.

C. UNWORKED HOLIDAYS

When a holiday falls on a pass day, an employee shall receive the choice of pay at straight time for the holiday or equal compensatory time off with pay. An employee shall be paid straight time on the holiday unless he or she elects in writing to choose equal compensatory time off before the end of the last shift scheduled and worked prior to the pass day on which the holiday occurs.

- D. Equal compensatory time shall be scheduled at the discretion of the Chief of Police. Equal compensatory time off may be accumulated no longer than three hundred and sixty-four (364)

days after the holiday. Equal compensatory time off in advance may be authorized by the Chief of Police only when required to meet the manpower requirements of the Bureau of Police.

- E. No officer shall be entitled to receive holiday pay unless the officer works a minimum of one (1) day in that calendar year.
- F. Unused deferred holidays shall be paid to an employee upon termination and/or retirement.

VACATIONS

SECTION 11 - VACATIONS

Each eligible employee shall be entitled to vacation after one (1) year of service from the beginning date of employment and during each subsequent calendar year.

- A. To be eligible for a vacation in any calendar year during the term of this Agreement an employee must have continuous service from the date of first employment with the City as set forth below. If continuous service is broken for any of the reasons listed below, an employee who is reinstated must work for one (1) year prior to using vacation. Continuous service will be bridged in accordance with Section 3B of this agreement to determine vacation entitlement.
- B. For vacation entitlement purposes only continuous service shall be broken by:
 - 1. A quit. Absence for twenty (20) consecutive workdays without notice to the City shall constitute a quit.
 - 2. Discharge for cause.
 - 3. Absence due to a physical disability for more than one year, provided that an absence due to compensable disability which extends beyond one year shall not break continuous service if the employee reports himself or herself available for work within thirty (30) days after final payment of statutory compensation for such disability.

4. A lay off is not a discharge for cause and does not constitute a break in service for vacation purposes.

C. Any otherwise eligible employee, who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement, shall receive a vacation during such calendar year corresponding to such completed years of continuous service as follows:

<u>Years of Continuous Completed Service</u>	<u>Calendar Weeks of Vacation</u>
One (1) through four (4)	two (2)
Five (5) through nine (9)	three (3)
Ten through fourteen (14)	four (4)
Fifteen (15) or more	five (5)

In no event shall a vacation or vacation pay to which an employee may be entitled be carried over or accumulated from one calendar year to the next, except as provided for in Section K of this Section.

D. VACATION SELECTION

1. Between December 1 and December 15, each employee shall specify in writing his or her vacation preference for the following year.

2. Employees with longer continuous service will be given preference in vacation selection by rank as of January 1 of the calendar year in which the employee becomes eligible.
3. No later than January 1 of each year notice of the vacation periods scheduled shall be posted.
4. The City shall establish guidelines for each branch, station and section for allotting the number of employees to be allowed off on vacation at any one time. Such guidelines shall be posted prior to December 1 each year.
5. The City has the final discretion to allot vacation periods throughout the calendar year and to change such allotments in order to meet the needs of public safety.
6. The City shall not be required to establish vacation allotment quotas which permit more than twelve percent (12%) of its total work force assigned at any work station to be on vacation at any given time. Vacation period preferences will be given priority over any discretionary leaves of absence granted by the City.
7. If an employee is involuntarily transferred to another duty station, his earlier approved selection of a vacation period or periods shall not be changed without the consent of such employee.

8. An employee who will be on disability leave between December 1 and December 15 of any calendar year shall be notified by the City in writing prior to December 1 that he may select his vacation period or periods for the subsequent calendar year during the December 1 to December 15 period of the then current year.
- E. Each employee granted vacation will be paid forty (40) hours pay for each week of eligible vacation at the standard hourly wage rate for the permanent position held when the vacation is taken.
- F. Individual vacation days may be granted at the discretion of the Chief of Police.
- G. Employees required to "work" as defined in Section 8B on a vacation day shall be given the option of receiving time and one-half for the vacation day worked (in addition to regular vacation pay) or of taking eight (8) hours compensatory time off with pay at straight time rates, at a later date.
- H. An employee shall have the option of starting a vacation week or weeks immediately after his pass days or the Sunday prior to his pass days.
- I. Prime time for the selection of vacation purposes shall be defined as the period of time commencing on the workweek including June 15 and ending at the conclusion of the workweek including September 15.

- J. Employees shall be permitted to use up to three weeks of vacation time as single vacation days each year. Absent written approval from management, all single vacation days must be used prior to December 15th each year.
- K. All members of the bargaining unit shall be permitted to carry five (5) vacation days into the following year which must be used or lost by no later than March 15 of the following year. Vacation days used in accordance with this provision shall be paid at the daily rate in effect at the time of usage.
- L. No officer shall be entitled to receive vacation pay unless the officer works a minimum of one (1) day in that calendar year.

UNIFORMS

SECTION 12 - UNIFORMS

- A. 1. The City shall replace each uniformed employee's required uniform insignia and personal equipment, as they wear out due to normal usage (see subsection A2) or where they are irreparably damaged in the line of duty through no negligence or carelessness of the employee. An employee shall be responsible for replacing at his or her own cost any item lost or damaged through carelessness.
2. Under this Section, each uniformed employee may have replaced, where replacement is necessary due to normal wear, no more than four (4) pairs of trousers and/or skirts, six (6) long or short sleeve shirts including insignia, and one (1) each of any other required uniform item, insignia or personal equipment in a calendar year.
3. Each new employee shall be issued six (6) pairs of trousers and/or skirts, ten (10) long and/or short sleeve shirts including insignia and one (1) each of all other required uniform items, insignia and personal equipment.
- B. Each employee in the bargaining unit shall be paid, in the month of February or in the first month in which the employee actually works in the calendar year, whichever is later, a sum six hundred twenty-five dollars (\$625.00) as a uniform and clothing maintenance allowance to include purchases of shoes and any work clothes not issued through the Quartermaster System. For purposes of this Section, an individual is not otherwise eligible for a uniform allowance until after

he or she has attained employee status in accordance with Section 1 (Recognition) of this agreement.

Officers retiring prior to the end of February shall not receive a uniform allowance for that calendar year.

LEAVES OF ABSENCE

SECTION 13 - LEAVES OF ABSENCE

- A. Bereavement and Funeral Leave: If the spouse or a child of an employee should die, that employee shall be granted not more than five (5) scheduled workdays off without loss of pay from the date of death through eight (8) workdays from the day of the funeral, including the time required to return from the funeral if it takes place outside the City of Pittsburgh. Whenever a death occurs in an employee's immediate family other than that of a spouse or child, the employee will be granted not more than three (3) scheduled workdays off without loss of pay from the date of death through five (5) workdays from the day of the funeral, including the time required to return from the funeral if it takes place outside the City of Pittsburgh. Immediate family is defined to mean parent, parents of spouse, brother or sister. An employee shall be granted one (1) day of funeral leave with pay in order to actually attend the funeral of a deceased grandmother, grandfather, brother-in-law, sister-in-law, or grandchild.
- B. Effective with this Agreement, the City will discontinue providing short term disability benefits and long term disability benefits for the members of the bargaining unit. Officers who are unable to work due to illness or injury must utilize all available paid time off, including vacation, before going on unpaid status. An officer who is on unpaid status due to a disability may qualify for the Catastrophic Leave Bank as set forth in Appendix B.

- C. Each qualified officer will receive ten (10) personal days each calendar year.
- D. Personal days may be accrued and carried over from year to year up to a maximum of 150 days, but the City will not pay for any such accrued days, and unused days will be forfeited, except that upon retirement, the City will pay in a lump sum for up to twenty (20) accrued personal days. The lump sum payment for personal days will be equal to the number of accumulated personal days (up to twenty) times eight (8) hours, times the standard hourly wage rate for the permanent position held by the employee on the date of his retirement.
- E. Effective January 1, 2005, the sick leave plan including accrued sick days will be discontinued. Any officer who has accrued sick days as of December 31, 2004, may freeze the number of sick days in a bank. These sick days may be used during the waiting period before disability benefits. Upon retirement, the City will buy back 100% of the number of accrued whole sick days. The lump sum payment for accumulated sick days upon retirement shall be equal to the number of accumulated whole sick days times eight (8) times the standard hourly wage rate for the permanent position held by the officer on the date of retirement. *(Part of this paragraph is subject to appeal filed by the City on 1/28/05.)
 - 1. The employee who banked sick days prior to January 1, 2005 must have the required length of service for retirement or be eligible for disability retirement at the time of terminating employment with the City in order to be eligible for payment on retirement for accumulated sick leave.*

2. An employee who banked sick days prior to January 1, 2005, who, while eligible for retirement, dies while still employed will be paid for any unused sick leave time he or she has accumulated as of the date of his or her death.
 3. The beneficiary or estate of an employee who dies in the line of duty will receive a lump sum payment equal to the number of accumulated sick leave days up to one hundred and fifty (150) days.
 4. The lump sum payment shall be equal to the number of accumulated sick leave days times eight (8) times the standard hourly wage rate for the permanent position held by the employee on the date of retirement.
- F. The City may require medical certification that an employee was physically unable to perform his or her duties because of illness or other physical disability if the employee is off for more than three (3) consecutive days.
- G. It is understood and agreed that, the City may establish, and require compliance with, such regulations as shall be reasonable and necessary to prevent any abuse of sick leave, by an employee.
- H. It is understood and agreed, further, that the City may require medical certification of illness before any sick leave payments are made to any employee whose prior pattern of sick leave usage makes it apparent that the benefit is being abused, at the time.

- I. Personal leave time off must be requested in writing at least seventy-two (72) hours in advance of time requested unless due to sudden illness or emergency. Such requests for personal leave time off shall be responded to by the City within forty-eight (48) hours of the request. Final discretion to schedule personal leave time off shall rest with the City, but such requests shall not be arbitrarily or capriciously denied. In the event that more requests are received than can be allowed for the same day, then the time off shall be awarded on the basis of seniority. The officer's shift lieutenant will have the discretion to deviate from the 72 hour notice referenced in COP #03-549 under appropriate circumstances, provided the lieutenant documents the time the personal leave request was received and the reason it was granted (i.e., sufficient scheduled manpower on duty).

J. MILITARY LEAVE

Any employee who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be eligible for Military Leave with no loss of pay for such period not in excess of fifteen (15) calendar days in any calendar year.

K. JURY DUTY LEAVE

Any employee ordered to report for jury duty shall be granted a leave of absence from his or her regular duties during the actual period of such jury duty and shall receive the difference between any jury duty compensation received and his or her regular daily wage for each day of jury service.

L. REHABILITATION PROGRAM

Officers requiring rehabilitation for drug or alcohol related problems shall be granted up to twenty-eight (28) days of leave which may, at the officer's option, be deducted from any accumulated leaves such as vacation, sick leave (etc.). If within six (6) months after successful completion of the program and return to duty that officer uses not more than seven (7) days of sick leave, all paid leave utilized shall be restored to the officer. Officers may avail themselves of this program only once.

M. FAMILY MEDICAL LEAVE

The provisions of the Family and Medical Leave Act are incorporated by reference herein. Any employee who has successfully completed his or her probation period may take up to twelve weeks of time, with insurance benefits, in the following circumstances:

- a. Medical disability of the employee.
- b. Medical disability of the employee's spouse, parent or child.
- c. To care for a new or newly adopted child or foster placement.

The twelve (12) week period shall include any appropriate paid leave the employee is entitled to use plus unpaid leave to total no more than twelve (12) weeks in a twelve (12) month period. The twelve (12) month period shall begin to run from the first date that FMLA leave is used and shall be calculated as a continuous twelve (12) month period. The leave may be taken in accordance with the procedures established for all City employees. Notwithstanding this provision, time spent on Accident and Sickness shall count against the 12 weeks allotted time.

Requests for unpaid leave must be made in writing and shall indicate the purpose of the leave request and the approximate length of leave.

Employees shall not have an interruption of their continuous service while on unpaid leave.

N. One Day Work Rule Modification

A. An officer may be permitted to use vacation, personal days, DH days, VD days and AP days accrued in the New Year without satisfying the One Day Work Rule provided:

- (1) the officer makes a written request to his Commander in advance of the vacation period specifying
 - (a) the last date he will work in the expiring year before commencing vacation and
 - (b) the date of his return to work in the New Year;
- (2) the request must be approved in writing by the Commander in advance of the officer commencing the vacation; and
- (3) the officer must physically work his/her entire shifts on the last date before vacation and the date of return as stated in the written request submitted to the Commander.

Where the Commander has granted the request, but an officer subsequently fails to work the specific shifts identified in writing at the time of request, the officer will be marked "X" for days absent in the New Year as required by the One Day Work Rule.

B. Further, when the Bureau determines that an officer is properly marked "Holiday" on January 1, the One Day Work Rule is waived for vacation, personal days, DH days, VD

days and AP days commencing January 2, provided the Officer complies with the procedure and attendance requirements stated in the paragraph above.

Example: (1) Officer submits memo to Commander on Dec. 13, 2002 requesting vacation from Friday Dec. 27, 2002 through Friday January 3, 2003; (2) The memo must specify the last date the officer will physically work in the expiring year and the date of return to work in the New Year; (3) Failure to physically work on the date of return stated in the request will result in application of the One Day Work Rule, i.e., the officer will be marked "X" (absent without pay) or "Y" (AWOL), as appropriate, for days absent in the New Year.

- O. Any officer who is on leave of absence for which he or she does not receive wages from the City shall be responsible to pay the employee contribution portion of his benefits. The only acceptable form of payment will be a personal check or money order made payable to the Treasurer, City of Pittsburgh.

INSURANCE

SECTION 14 - INSURANCE

A. LIFE INSURANCE

1. Each active employee shall be insured by the City during the term of this Agreement for an amount equal to the employee's annual base salary rounded off to the next highest hundred dollars of Group Life Insurance with double indemnity during the employee's employment with the City of Pittsburgh during the term of this Agreement. The City shall pay the full cost of such insurance including any rate increases which occur during the term of this Agreement.
2. Each employee who retires during the term of this Agreement shall, upon such retirement, be provided seven thousand five hundred (\$7,500) dollars of life insurance coverage, to include such coverage as provided under any disability retirement benefits granted under the Pension Plan in effect on January 1, 1976.

B. HEALTH INSURANCE

I. Active Police Officer Health Insurance

1. Effective January 1, 2005 active police officers will be offered the "Next Generation Health Plan" as set forth in the document presented at arbitration and attached as Appendix A. The Act 47 Plan adopted by the City of Pittsburgh designed a new healthcare plan calling for employee contributions. It recognizes the uncertainty of future costs and the need for flexibility to amend the benefit

design and/or the amount of the employee contribution on an ongoing annual basis in order to enact savings and contain future cost increases. * (Part of this paragraph is subject to appeal filed by the City on 1/28/05.)

The Act 47 Plan calls for a minimum 15% employee contribution. The City of Pittsburgh is self-insured therefore the proper method to calculate the 15% contribution is the annual cost for active police officers for the prior year. The evidence presented showed projected costs for medical and prescription coverage for active officers in 2004 at \$4,026,825. Effective January 1, 2005, officers shall make the following monthly contributions toward healthcare:

- 1.) Individual - \$30.00
- 2.) Husband/Wife - \$75.00
- 3.) Family - \$90.00

It is recognized that the City will make annual adjustments to the contribution rates. The Union may utilize the grievance procedure to challenge the amount of any annual adjustment.

The City has the right to purchase fully insured health care plans or to self-insure for purposes of health care coverage.

The parties agree that there will be a contract re-opener for negotiations of health care benefits for active employees for 2011 and beyond. During these negotiations, the parties will also discuss alternatives for 2004 retirees.

2. Future pre-Medicare retirees, provided they were hired prior to January 1, 2005, will be offered the same plan choices as active employees.
3. Existing pre-Medicare retirees will be offered the active employee choices as an option.

4. Employees may make an election of health care plan, as provided under Section 14-B-1, at least once each year, at a time determined by the City.
5.
 - a. If an employee covered under this agreement, is married to another employee of the City, only one employee shall receive health insurance coverage through the City. The employee that receives health insurance through the City shall provide health insurance coverage for both City employees and eligible dependents. The employees involved may decide which employee will receive such insurance. If the employee covered under this agreement does not receive health insurance coverage through the City, he or she may enroll in the waiver program explained in Section 14 (B) (5) (c).
 - b. If an employee, covered under this agreement, is married to an individual who has health insurance coverage through an employer other than the City, the City employee may waive health insurance coverage through the City. If the employee covered under this agreement does not receive health insurance coverage through the City, he or she may enroll in the waiver program explained in Section 14 (B) (5) (c).
 - c. The City will only accept a waiver of health insurance coverage if the employee provides proof that he or she is enrolled in another health insurance plan. Acceptable proof will be an enrollment card with the subscriber's name, identification number (Social Security Number) and group number. The City

reserves the right to verify that the employee is enrolled in another health insurance plan.

An employee will be able to waive his/her health insurance coverage during the annual open enrollment period or within 31 days after incurring a change in life or family status. Changes in life and family status are those listed below:

<u>Change in life and family status</u>	<u>Effect on Waiver</u>
Marriage/Divorce	City employee may enroll in waiver program or de-enroll from waiver program and select a health insurance plan.
Death of Spouse/Dependent	City employee may enroll in waiver program or de-enroll from waiver program and select a health insurance plan.
Birth/Adoption/Legal Guardianship	City employee may enroll in waiver program or de-enroll from waiver program and select a health insurance plan.
Spouse Begins Employment	City employee may enroll in the waiver program.
Spouse Loses/Reduces/Ends Employment	City employee may de-enroll in waiver program and select a health insurance plan.

Within 31 days of a life and family status change, the employee must provide the City's Employee Compensation Office written notice of such change. An employee will only be permitted to re-enroll in the City's health insurance program if such a change causes the employee waiving health insurance coverage to lose his or her other health insurance coverage. Re-enrollment into the City's health insurance program will be effective so as to prevent a lapse in coverage. The City will require proof that the life and family status change has occurred.

6. In the event an officer is "killed in service," health care coverage identical to that offered to active police officers shall be granted, without contribution, to the officer's surviving spouse and surviving dependents."
7. Common law spouses and domestic partners shall be included within the definition of family and shall be eligible for health insurance, dental insurance and vision care in accordance with the following terms and conditions:
 - a) For purposes of this plan a common law marriage shall be defined by the applicable Pennsylvania law and shall demonstrate at minimum the criteria set forth below. It should be noted, however, that the requirements set forth below do not alter the requirements set by applicable Pennsylvania law for the dissolution of a common law marriage. Employees shall show appropriate documentation demonstrating the dissolution of a common law marriage before seeking benefits under this section for a new common law spouse. A domestic partnership shall be a same-sex partnership meeting the criteria set forth below.
 - b) Both partners shall be a minimum of (18) years of age and mentally competent at the time of registration;

- c) Neither partner shall be married or the domestic partner/common law spouse of another person;
- d) The partners are not related by blood to a degree that would bar marriage in Pennsylvania;
- e) The partners acknowledge that they have entered into the relationship voluntarily, willfully and without reservation intending the relationship to be the functional equivalent of marriage, including living together as a couple, mutual financial support, mutual caring and commitment, mutual fidelity and mutual responsibility for each other's welfare; and
- f) The couple has been together for a minimum of twelve (12) months prior to registration and has not terminated another registration with the City of Pittsburgh less than twelve (12) months prior to the instant registration.

The parties further agree that employees who:

- 1. Complete an affidavit confirming the above and continue to adhere to the principles stated; and
- 2. Provide three (3) documents demonstrating mutual responsibility, i.e. joint utility bills, joint bank accounts, joint leases, etc.

will be eligible for benefits under the domestic partner/common law spouse benefits program.

II. Retiree Health Insurance

6. a. Any employee who retires after January 1, 1979, who at the age of 65 is not covered by Medicare or is not covered by some other kind of medical insurance coverage shall receive up to a maximum of \$50 towards the cost of providing such coverage.
- b. Any employee who retires after January 1, 1980, who at the age of 60, is not covered by Medicare or is not covered by another such medical insurance plan shall receive monthly payments up to a maximum of fifty dollars (\$50.00) toward the cost of providing such coverage.
- c. Any employee who retires after January 1, 1982 and,
 - I. is not at the time of retirement or in the future, employed or self employed, or
 - II. does not have private medical insurance coverage or Medicare through his or her spouse, or the opportunity to purchase such coverage through his or her spouse, shall, on the date of retirement only, be allowed to continue Blue Cross/Blue Shield/Major Medical Insurance coverage through the City of Pittsburgh. The City shall contribute towards the cost of this coverage, for each employee so electing, an amount equal to the amount charged by Blue Cross/Blue Shield for individual coverage under this plan and the provisions of Appendix D of

the 1992 Working Agreement, as added by the award of Edward E. McDaniel, on December 22, 1979 shall not apply.

III. This group of retirees will be provided with the option to enroll themselves, and their spouses at the time of retirement, in one of the managed care health insurance plans described in Section 14 (B) (1) during a specified open enrollment period. Any retiree who terminates his/her Husband and Wife BC/BS/MM Indemnity plan for a managed care plan will be permitted to re-enroll in the BC/BS/MM Indemnity Plan only once. During a future open enrollment period, any subsequent termination of the BC/BS/MM Indemnity plan for a managed care plan will be irrevocable. Such an election into a managed care health insurance plan will be voluntary.

IV. If the retiree selects a managed care plan, his/her monthly pension deduction will be the difference between the Individual rate paid by the City at the time of retirement and the applicable premium for the selected managed care plan.

7. Any employee who retires after January 1, 1984 will be allowed to continue his or her medical insurance coverage for himself/herself and spouse only, through the City. The City shall contribute towards the cost of this husband and wife coverage, for each employee so electing, an amount equal to the amount charged

for such insurance by the carrier providing such coverage on the date of his/her retirement. Spouse, as defined in this retiree health insurance section, is defined to mean the spouse at the time of retirement.

For any employee who retires on or after January 1, 1984 the City will be the health insurer of last resort. As the health insurer of last resort, the City will provide health insurance benefits, for a Police Officer and his/her spouse, who retires after January 1, 1984, where such Police Officer and his/her spouse does not have access to enroll in any other group health insurance plan. The City's obligation to provide continuation of health insurance coverage is terminated if the employee is or becomes employed or self-employed or has access to private medical insurance coverage or Medicare through his/her spouse or if his/her spouse has private medical insurance or Medicare or any opportunity to obtain such coverage.

- a. Any employee who retires after January 1, 1984 who at the time of retirement has group medical coverage or Medicare or access to such coverage because of other employment or through his/her spouse will not continue to be covered by the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available, the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.

- e. Should the City discover that the retiree and/or spouse has other coverage or access to other coverage which the retiree and/or spouse has failed to report to the City, City provided health insurance will be permanently terminated.
- f. The plan described in 14 (B) (7) (c) and 14 (B) (7) (d) is the Blue Cross of Western Pennsylvania/ Pennsylvania Blue Shield/Major Medical (BC/BS/MM) Indemnity plan.
- g. This group of retirees will be provided with the option to enroll in one of the managed care health insurance plans described in Section 14 (B) (1) during a specified open enrollment period. Any retiree who terminates his/her Husband and Wife BC/BS/MM Indemnity plan for a managed care plan will be permitted to enroll in the BC/BS/MM Indemnity plan only once. During a future open enrollment period, any subsequent termination of the BC/BS/MM Indemnity plan for a managed care plan will be irrevocable. Such an election into a managed care health insurance plan will be voluntary.
- h. The City shall continue to provide at its expense medical insurance for each Police Officer who reaches age 65 in those instances where the Police Officer is not eligible for Medicare directly, or through the Police Officer's spouse. Each retired Police Officer, upon reaching age 65, must

- b. Any employee who retires after January 1, 1984, who after retirement has group medical coverage or Medicare or access to such coverage from another source either through his/her employment or through his/her spouse will not continue to receive health insurance benefits from the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.
- c. The parties agree that a termination of coverage which will entitle the retiree/spouse to a reinstatement of City health insurance benefits does not include a voluntary termination of coverage so that the retiree/spouse may elect the City's health insurance coverage. The retiree must provide the City with a written notification of any termination of his/her health insurance benefits within thirty (30) days of the termination in order to ensure no lapse in coverage.
- d. The City will upon an employee's retirement require acceptable proof that the retiring employee (and his/her spouse) is not covered or eligible for medical insurance coverage by another source. The City shall require annual verification of continued eligibility for coverage. Acceptable proof, as determined by the City, may be a notarized affidavit or a copy of the employee's Federal Income Tax Return. Employees shall be able to redact their Federal Tax Return to exclude financial information not related to verification of employment.

provide the City with proof acceptable to the City that the Police Officer is not eligible for Medicare benefits, either directly or through his/her spouse. If sufficient proof is not provided, the City's obligation will be to fund the Medicare supplement benefit provided by Blue Cross of Western Pennsylvania and Pennsylvania Blue Shield (BC/BS).

- i. The City and union will provide as an option a Medicare Risk HMO agreement to replace the benefits in Section 14 (B) (7) (h). The City will pay the full cost of this program and participation will be voluntary. Any retiree who terminates his/her Medicare Supplement coverage described in Section 14 (B) (7) (h) will be permitted to re-enroll in the BC/BS Medicare Supplement plan only once. During a future open enrollment period, any subsequent termination of the BC/BS Medicare Supplement for a Medicare Risk HMO plan will be irrevocable.

The City shall reimburse the retired Police Officer, and his/her eligible spouse, for their respective Medicare Part B premium(s). The City will pay the assessed Medicare Part B premium, and subsequent increases, providing the retiree, and his/her spouse, apply for Medicare Part A & B benefits prior to first becoming eligible for Medicare Part A & B coverage. The City will not pay any penalties to the Medicare Part B premium if the retiree, or his/her spouse, make a late application for Medicare Part A & B benefits.

8. Any employee who retires after January 1, 1996 will be allowed to continue his or her medical insurance coverage for himself/herself and spouse only, through the City. The City shall contribute towards the cost of this husband and wife coverage, for each employee so electing, an amount equal to the amount charged for such insurance by the carrier providing such coverage on the date of his/her retirement. The plans that the City will provide are the managed care plans described in Appendix "A", p. 2, specifically Highmark/Community Blue, HealthAmerica, UPMC Health Plan and Aetna/USHC. In addition, these retirees may elect the active employee choices as an option.

For any employee who retires on or after January 1, 1996 the City will be the health insurer of last resort. As the health insurer of last resort, the City will provide health insurance benefits for a Police Officer and his/her spouse who retires after January 1, 1996, where such Police Officer and his/her spouse does not have access to enroll in any other group health insurance plan. The City's obligation to provide continuation of health insurance coverage is terminated if the employee is or becomes employed or self-employed or has access to private medical insurance coverage or Medicare through his/her spouse or if his/her spouse has private medical insurance or Medicare or any opportunity to obtain such coverage.

If at the time of retirement the Police Officer has eligible dependent children, for purposes of benefit coverage, the retired Police Officer may continue coverage for the eligible dependent children by paying the individual tier rate for each

child for a maximum of 18 months, according to COBRA legislation. Coverage past 18 months will only be provided if a qualifying event occurs under COBRA. If a Police Officer was enrolled in the Bonus Waiver program prior to retirement, dependent children, for purposes of benefit coverage, will be eligible for coverage as stated in this paragraph.

- a. Any employee who retires after January 1, 1996 who at the time of retirement has group medical coverage or Medicare or access to such coverage because of other employment or through his/her spouse will not continue to be covered by the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available, the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.
- b. Any employee who retires after January 1, 1996, who after retirement has group medical coverage or Medicare or access to such coverage from another source either through his/her employment or through his/her spouse will not continue to receive health insurance benefits from the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.
- c. The parties agree that a termination of coverage which will entitle the retiree/spouse to a reinstatement of City health insurance benefits does

not include a voluntary termination of coverage so that the retiree/spouse may elect the City's health insurance coverage. The retiree must provide the City with a written notification of any termination of his/her health insurance benefits within thirty (30) days of the termination in order to ensure no lapse in coverage.

- d. The City will upon an employee's retirement require acceptable proof that the retiring employee (and his/her spouse) is not covered or eligible for medical insurance coverage by another source. the City shall require annual verification of continued eligibility for coverage. Acceptable proof, as determined by the City, may be a notarized affidavit or a copy of the employee's Federal Income Tax Return. Employees shall be able to redact their Federal Tax Return to exclude financial information not related to verification of employment.
- e. Should the City discover that the retiree and/or spouse has other coverage or access to other coverage which the retiree and/or spouse has failed to report to the City, City provided health insurance will be permanently terminated.
- f. Any employee retiring on or after January 1, 1996 will be provided with Husband and Wife coverage in the health plan he/she was enrolled in on his/her last day of work. Any retiree who resides in a local area where

he/she can reasonably access the resources of the provider networks of the above plans will be covered by one of these plans.

- g. If as a result of a change in residence, a retired Police Officer no longer has the ability to reasonably access the resources of any of the provider networks, the City will provide the retiree with the BC/BS/MM Indemnity plan. If a retiree relocates to an area that provides a managed care plan and he/she wishes to enroll in the managed care plan, the City will reimburse the retiree for the Husband and Wife cost of the said managed care plan up to the cost of the Husband and Wife BC/BS/MM Indemnity program. To receive this reimbursement the retiree will have to provide the City with acceptable proof that he/she is purchasing a managed care plan.
- h. The City shall continue to provide, at the City's expense, medical insurance for each Police Officer who reaches age 65 and is eligible for Medicare directly, or through the Police Officer's spouse. Each retired Police Officer, upon reaching age 65, must provide the City with proof acceptable to the City that the Police Officer is eligible for Medicare benefits, either directly or through his/her spouse. If sufficient proof is not provided, the City's only obligation will be to fund the Medicare Risk HMO plan provided by Blue Cross of Western Pennsylvania and Pennsylvania Blue Shield (BC/BS) only.

For those retired Police Officers and spouses who are eligible for and enrolled in Medicare Part A & B, the City will provide a BC/BS or HealthAmerica or US HealthCare Medicare Risk HMO Plan.

The City shall also reimburse the retired police officer, and his/her eligible spouse, for their respective Medicare Part B premium(s). The City will pay the assessed Medicare Part B premium, and subsequent increases, providing the retiree, and his/her spouse, apply for Medicare Part A & B benefits prior to first becoming eligible for Medicare Part A & B coverage. The City will not pay any penalties to the Medicare Part B premium if the retiree, or his/her spouse, make a late application for Medicare Part A & B benefits.

- i. The City shall continue to provide, at the City's expense, medical insurance for each Police Officer who reaches age 65 where the Police Officer is not eligible for Medicare directly, or through the Police Officer's spouse. Officers not eligible for Medicare Part A & B will be eligible for the plan described in section 14 (B) (1).
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9. Any employee who retires after January 1, 2001, provided he or she was hired before January 1, 2005, will be allowed to continue his or her medical insurance coverage for himself/herself and spouse only, through the City. The City shall contribute towards the cost of this husband and wife coverage, for each employee so electing, an amount equal to the amount charged for such insurance by the carrier providing such coverage on the date of his/her retirement. The plan(s)

that the City will provide are the same plan choices provided to active employees described in Section 14 (B) (1).

For any employee who retires on or after January 1, 2001 the City will be the health insurer of last resort. As the health insurer of last resort, the City will provide health insurance benefits for a Police Officer and his/her spouse who retires after January 1, 2001, where such Police Officer and his/her spouse does not have access to enroll in any other group health insurance plan. The City's obligation to provide continuation of health insurance coverage is terminated if the employee is or becomes employed or self-employed or has access to private medical insurance coverage or Medicare through his/her spouse or if his/her spouse has private medical insurance or Medicare or any opportunity to obtain such coverage.

If at the time of retirement the Police Officer has eligible dependent children, for purposes of benefit coverage, the retired Police Officer may continue coverage for the eligible dependent children by paying the individual tier rate for each child for a maximum of 18 months, according to COBRA legislation. Coverage past 18 months will only be provided if a qualifying event occurs under COBRA. If a Police Officer was enrolled in the Bonus Waiver program prior to retirement, dependent children, for purposes of benefit coverage, will be eligible for coverage as stated in this paragraph.

- a. Any employee who retires after January 1, 2001 who at the time of retirement has group medical coverage or Medicare or access to such coverage because of other employment or through his/her spouse will not continue to be covered by the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available, the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.

- b. Any employee who retires after January 1, 2001, who after retirement has group medical coverage or Medicare or access to such coverage from another source either through his/her employment or through his/her spouse will not continue to receive health insurance benefits from the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.

- c. The parties agree that a termination of coverage which will entitle the retiree/spouse to a reinstatement of City health insurance benefits does not include a voluntary termination of coverage so that the retiree/spouse may elect the City's health insurance coverage. The retiree must provide the City with a written notification of any termination of his/her health insurance benefits within thirty (30) days of the termination in order to ensure no lapse in coverage.

- d. The City will upon an employee's retirement require acceptable proof that the retiring employee (and his/her spouse) is not covered or eligible for medical insurance coverage by another source. The City shall require annual verification of continued eligibility for coverage. Acceptable proof, as determined by the City, may be a notarized affidavit or a copy of the employee's Federal Income Tax Return. Employees shall be able to redact their Federal Tax Return to exclude financial information not related to verification of employment.
- e. Should the City discover that the retiree and/or spouse has other coverage or access to other coverage which the retiree and/or spouse has failed to report to the City, City provided health insurance will be permanently terminated.
- f. Any employee retiring on or after January 1, 2001 will be offered Husband and Wife coverage in the same plan choices as active employees.
- g. If as a result of a change in residence, a retired Police Officer no longer has the ability to reasonably access the resources of any plan(s) utilized by active employees, the City will provide the retiree with the BC/BS/MM Indemnity plan. If a retiree relocates to an area that provides a managed care plan and he/she wishes to enroll in the managed care plan, the City will reimburse the retiree for the Husband and Wife cost of the said managed care plan up to the cost of the Husband and

Wife BC/BS/MM Indemnity program. To receive this reimbursement the retiree will have to provide the City with acceptable proof that he/she is purchasing a managed care plan.

- h. The City shall continue to provide, at the City's expense, medical insurance for each Police Officer who reaches age 65 and is eligible for Medicare directly, or through the Police Officer's spouse. Each retired Police Officer, upon reaching age 65, must provide the City with proof acceptable to the City that the Police Officer is eligible for Medicare benefits, either directly or through his/her spouse. If sufficient proof is not provided, the City's only obligation will be to fund the Medicare Risk HMO plan provided by Blue Cross of Western Pennsylvania and Pennsylvania Blue Shield (BC/BS) only.

For those retired Police Officers and spouses who are eligible for and enrolled in Medicare Part A & B, the City will provide a BC/BS or HealthAmerica or US HealthCare Medicare Risk HMO Plan.

The City shall also reimburse the retired police officer, and his/her eligible spouse, for their respective Medicare Part B premium(s). The City will pay the assessed Medicare Part B premium, and subsequent increases, providing the retiree, and his/her spouse, apply for Medicare Part A & B benefits prior to first becoming eligible for Medicare Part A & B coverage. The City will not pay any penalties to the Medicare Part

B premium if the retiree, or his/her spouse, make a late application for Medicare Part A & B benefits.

- i. The City shall continue to provide, at the City's expense, medical insurance for each Police Officer who reaches age 65 where the Police Officer is not eligible for Medicare directly, or through the Police Officer's spouse. Officers not eligible for Medicare Part A & B will be eligible for the plan described in section 14 (B) (1).

- 10. Any employee who retires under the term of this agreement, who is married to another City employee at the time of retirement, will not be provided with health insurance coverage so that his/her spouse may participate in the waiver program described in Section 14 (B) (4). The active employee will provide coverage for the retired spouse and any eligible dependents, as explained in Section 14 (B) (8).

- 11. Any officer hired after January 1, 2005 will not be entitled to any retiree health care benefits provided by the City after his/her retirement.

C. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE/ SUPPLEMENT LIFE INSURANCE

Each active employee shall be insured at his or her option during the term of this Agreement by the City for Accidental Death and Dismemberment Insurance for an amount up to One Hundred Thousand Dollars (\$100,000). The full cost of this insurance is to be paid by the employee. In

the event the City's insurance allows a higher maximum amount during the term of this Agreement, the City may offer the higher amount to the employee.

Each active employee shall be insured at his or her option during the term of this Agreement by the City for Supplemental Life Insurance for an amount up to one times the employee's annual budgeted salary, not to exceed Fifty Thousand Dollars (\$50,000). The full cost of this insurance is to be paid by the employee. Medical evidence of insurability may be required. In the event the City's insurance provider allows a higher maximum amount during the term of this Agreement, the City may offer the higher amount to the employee.

D. DENTAL INSURANCE

1. Each employee and his/her eligible dependents shall be covered as set forth in the "Next General Health Plan," effective January 1, 2005, attached as Appendix A.
2. If an employee, covered under this agreement, is married to another employee of the City, only one employee shall receive dental insurance coverage through the City. The employee that receives dental insurance through the City shall provide dental insurance coverage for both City employees and any eligible dependents. The employees involved may decide which employee will receive such insurance. The employee covered under this agreement must waive dental insurance coverage if the other employee refuses to do so.

E. VISION INSURANCE

1. Each employee and his/her eligible dependents shall be covered as set forth in the "Next General Health Plan," effective January 1, 2005, attached as Appendix A.
2. If an employee, covered under this agreement, is married to another employee of the City, only one employee shall receive vision insurance coverage through the City. The employee that receives vision insurance through the City shall provide vision insurance coverage for both City employees and any eligible dependents. The employees involved may decide which employee will receive such insurance. The employee covered under this agreement must waive vision insurance coverage if the other employee refuses to do so.

F. COORDINATION OF BENEFITS

During the term of this Agreement, the City will have the right to require that any claim for medical, dental and/or vision benefits for a spouse, child or other eligible dependent covered under a separate employment related health insurance policy package which provides such benefits be filed under that separate policy. Only those benefits not provided under any separate such policy, and/or the difference in any costs therefore, shall be required to be provided to any such spouse, child or other dependent of the employee, under the policy of that employee, by the City. Primary coverage shall be apportioned in accordance with the Birth date Rule adopted by the National Association of Insurance Commissioners.

- G. GUARANTEE OF MEDICAL INSURANCE BENEFITS - During the term of this Agreement, the City will have a right to change the Carrier(s) and/or Provider(s) of medical insurance benefits in effect thereunder, so long as it extends and directly pays for such benefits presently provided which may not be provided under any insurance policy with any new such Carrier(s) and/or Provider(s) for any bargaining unit employees and/or their covered dependents.

At least thirty (30) days prior to any such change in Carrier(s) and/or Provider(s) therefore, however, the City will provide each employee and F.O.P. Officer a complete and accurate breakdown (copies of any Benefits Booklets of the present Carrier(s) and/or Provider(s) may suffice here) of all medical benefits (and limitations) presently in effect, along with similar such breakdown of all medical benefits (and limitations) to be effective under the Plan of the proposed new Carrier(s) and/or Provider(s). There shall be no reduction in present benefits under this provision.

- H. INCENTIVE MEDICAL BILL REVIEW PROGRAM - Employees who find overcharges in their medical bills due to calculation errors, billings for service not provided, or an erroneous rate for services provided, will receive from the City one-half (1/2) of the amount the City saves, up to a maximum payment to the employee of \$500.00. In order to receive the payment, the employee must discover the overcharge and report the overcharge to the Benefits Coordinator before the City discovers the overcharge. Disputes over this provision shall be settled solely by the Benefits Coordinator.

LEGAL REPRESENTATION

SECTION 15 - LEGAL REPRESENTATION

The City will provide for an employee's legal representation as follows:

- A. The City shall provide legal counsel to any employee in connection with any civil action brought against him or her arising out of the performance of his or her duties.
- B. Effective January 1, 2001, the City quarterly shall pay thirteen dollars (\$13.00) per employee on the active payroll per month to the F.O.P. Legal Defense Fund. Effective January 1, 2002, this amount shall be changed to eleven dollars (\$11.00) per employee on the active payroll per month. There shall be a quarterly accounting by the Fund to the City as to the uses of such funds, provided that these funds be used to pay reasonable legal fees an employee incurs as a result of civil or criminal actions brought against him as a result of performance of his police duties and not otherwise provided for by the City, and provided further that these funds shall not be used for cases against the City nor for suits brought against the F.O.P.

The term "active" in the foregoing paragraph shall be defined as any employee on the payroll other than someone declared by internal declaration or workman's compensation to be totally and permanently disabled.

- C. The parties agree to no more than \$600.00 in Legal Defense Fund money maybe expended, per incident, for legal representation during the preliminary inquiry immediately following:

(a) On duty shooting involving injury or death;

(b) In-custody death; and

(c) On duty accident/related deaths.

In addition, \$1,200.00 in Legal Defense Fund money may be expended, per incident, for legal representation at any coroner's inquest arising out of the above-referenced incidents.

- D. The amount payable to the FOP Legal Defense Fund will be \$11,500 per month for the term of this agreement, unless otherwise adjusted by the parties. There shall be a quarterly accounting by the Fund to the City as to the use of such funds. In addition to the information presently provided, the accounting shall state the amount of time and the amount billed for each item. Authorized uses of the Fund shall be limited to pay reasonable legal fees an employee incurs as a result of any civil action brought against him or her based on performance of his or her police duties and not otherwise provided by the City, provided such duties are lawful. The Fund shall not be used for cases against the City, nor for suits brought against the FOP.

PENSIONS AND COMPENSATION

SECTION 16 - PENSIONS AND COMPENSATION

- A. During the term of this Agreement each employee shall be provided compensation for any work related disability as provided in the Pennsylvania Workmen's Compensation Act of June 2, 1915, P.L. 736 as amended as of the date of this Agreement (77 P.S. 1-1603 inclusive) and Heart and Lung Act of June 28, 1935, P.L. 477 as amended (53 P.S. 637) as of the date of this Agreement.
- B. Each employee in the Bureau of Police hired prior to January 1, 1992 shall be provided pension benefits as provided in the Policemen's Relief and Pension Fund of April 5, 1917, P.L. 39 as amended as of January 1, 1976 (53 P.S. 23641 - et seq. and 53 P.S. 730.1 - 730.5 inclusive). Each employee hired into the Bureau of Police on or after January 1, 1992 but before Jan. 1, 2005 shall be provided with pension benefits implemented by the City pursuant to Act 205. See City Code §192.40 *et seq.* For employees hired on or after January 1, 1992, but before Jan. 1, 2005 the pension benefit will be determined on the basis of the last three (3) years of pay. *(Part of this paragraph is subject to appeal filed by the City on 1/28/05.)
- C. Employee retirement benefits will be based upon the highest twelve (12) months of service with the City, at rates provided for in the Police Pension Act. *(This paragraph is subject to appeal filed by the City on 1/28/05.)

- D. The pension service increment for all employees who retire between January 1, 1983 and December 31, 1983, inclusive, shall be \$15.00 per month for each year of service beyond twenty years of service.
- E. SUPPLEMENTAL SERVICE INCREMENTS - Supplemental pension payment increments of twenty (\$20.00) dollars per month for each year of service beyond twenty (20) years, and twenty-five (\$25.00) dollars per month for each year of service beyond twenty five (25) years of service, shall be granted to each employee who retires from his employment, hereunder, on or after January 1, 1984. *(This paragraph is subject to appeal filed by the City on 1/28/05.)
- F. Any member of the bargaining unit who returns from a resignation must reimburse the pension fund for all of the employee's contributions for prior service that the employee received upon resignation before the employee can be reinstated as a Police Officer.
- G. In the event a member retires after 20 years of service but at less than 50 years of age, a member shall have the option of:
1. suspending payments to the pension fund and receiving at age 50 a pension based upon the highest twelve (12) months service achieved by the time of the cessation of employment; or
 2. continuing to pay into the pension fund a monthly sum equal to the monthly contribution paid by the present rank he or she held prior to retirement, until reaching the age of 50. *(This paragraph

is subject to appeal filed by the City on 1/28/05.)

Any person electing the second option shall receive a pension commensurate with the pension rate which would be applicable had the person continued to work in that rank until age 50.

H. Pensions

1. Effective January 1, 1998 the police pension plan shall be modified to include longevity pay within the definition of final salary upon which a pension will be calculated. *(This paragraph is subject to appeal filed by the City on 1/28/05.)

2. In the event a Statewide Pension System is legislated that would allow the City of Pittsburgh to be included, a committee shall be formed with an equal number of members from the Fraternal Order of Police and the City of Pittsburgh to meet and discuss whether it is feasible for the City of Pittsburgh to be included within the State system.

I. Effective January 1, 2005, each employee hired after January 1, 2005 in the Bureau of Police shall be provided pension benefits as provided in the "Policemen's Relief and Pension Fund" of April 5, 1917, P.L. 39 as amended as of January 1, 1976 (53 P.S. Section 23641 et seq.). *(This paragraph is subject to appeal filed by the City on 1/28/05.)

SCOPE OF AGREEMENT

SECTION 17 - SCOPE OF AGREEMENT

- A. Any benefits specifically provided the employees on the date of this Agreement under the laws of the Commonwealth of Pennsylvania or provided during the term of this Agreement by laws of Commonwealth-wide applicability shall be continued in full force and effect for the term of this Agreement.
- B. This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has the authority to make and none of the parties shall be bound or be liable for any statement, presentation, promise, inducement or agreement not set forth herein.
- C. This Agreement spells out the total contract in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no addition or changes during the term of this Agreement to the wages, salaries, pensions and all other fringe benefits set forth herein unless mandated by Federal Law.
- D. It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

E. EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

All terms and conditions of employment encompassed by the prior Agreement that are not altered by the Agreement executed on February 17, 2010 or by subsequent Act 111 Arbitration Awards shall remain in full force and effect. All demands made by the Parties that are not contained within the February 2010 Agreement or an Award are rejected.

OTHER BENEFITS

SECTION 18 - OTHER BENEFITS

A. Physical Examination

Any bargaining unit employee who is directed to take a physical examination for any reason relating to a duty connected injury, illness or incident, and who is not scheduled to be on duty at the time of such physical examination or who is not on paid leave or disability leave at such time, shall be paid at his applicable straight time rate for the period of time consumed by such examination including waiting time in the office of a physician.

B. Printing of Working Agreement

Within a reasonable time following the execution of the Act 111 Interest Arbitration Award by the Board of Arbitrators, the City shall both incorporate the terms of the Award into the parties existing Working Agreement and shall have such revised Working Agreement printed in sufficient quantity to be distributed by the Union to all members of the bargaining unit.

C. National Fraternal Order of Police President

Any member of the bargaining unit who shall be elected to the office of National President of the Fraternal Order of Police shall be granted upon request a maximum of ten (10) days paid leave in order to attend to the duties of his office.

D. Promotional Examination

Employees who take promotional examinations shall have 1/2 point added to their actual examination scores for each complete year served by them in the Bureau of Police to a maximum of five (5) additional points at 10 or more complete years of service. Promotional candidates must have completed a minimum of six (6) years of service at the time of such examination in order to receive a length of service credit.

There shall be at least a twenty-four (24) hour separation between tests for Sergeant and Lieutenant.

E. Fraternal Order of Police President

The President of the Fraternal Order of Police, Fort Pitt Lodge No. 1 shall be entitled to seventy five (75) days (600 hours) paid leave per year to attend to Union business.. The President may take the leave in increments of one (1) hour or more as business may require. The President must give notice of taking leave to his or her supervisor at least twenty-four (24) hours in advance of the use of leave, unless the use of leave is caused by some unexpected event. The City shall not arbitrarily or capriciously deny the leave. The President of the Fraternal Order of Police, Fort Pitt Lodge No. 1 may assign to his designee paid leave hours to attend to Union business in accordance with this provision. The President must identify said designee in writing to the Chief of Police with twenty-four (24) hours notice. This provision may not be used if it results in overtime.

- F. An employee whose driver's license is suspended for a period not in excess of one (1) year shall be placed on a leave of absence, the year to run from the first date of suspension. The leave shall be without pay or benefits, but the employee may retain benefits by paying the City the full cost of the benefits.

G. Use of Civilian Dispatchers to Perform Bargaining Unit Work

The City may use only civilians as dispatchers and is not required to use any police officers for dispatching or any other related employment activity referred to in the decision before the Pennsylvania Labor Relations Board at PF-C-86-103-W which was being performed by civilians. This means that any police officers currently performing dispatching duties may be reassigned and replaced by civilians. Any police officer so assigned shall maintain his or her vacation pick if already selected for 1992.

H. Use of Technology and Non-Union Personnel

The City of Pittsburgh shall not be required to use any police officers, either on straight time or overtime, for security at the Public Safety Training Academy referred to in PLRB Case No. PF-C-90-94-W and may contract out or use technology and/or non unit employees to provide such security.

I. Civilianization

The City shall be permitted to transfer any duties which do not require police officer certification and training to civilian employees outside the bargaining unit, even if currently performed by police officers.

J. Master Police Officer

Effective January 1, 2001, the position of Master Police Officer shall be created. An employee qualifies to be a Master Police Officer if he is a P.O. 4 with fifteen (15) years of service. However, an employee may be removed or be denied the designation of Master Police Officer for just cause in writing, which the employee may grieve to binding arbitration under the existing grievance/arbitration process. Persons promoted to the position of Master Police Officer shall receive the same salary as a person in the classification of Detective.

K. Tuition Reimbursement

The City shall create a tuition reimbursement plan for police officers so that a police officer who has at least one (1) year of employment will be entitled to receive tuition reimbursement for undergraduate, college level courses which are related to, or are a part of a course of study related to, police work. The qualified officer must be actively employed at the time of application and will be entitled to receive reimbursement for fifty (50%) percent of the cost of tuition and laboratory fees for up to six (6) college credits in a calendar year, if a grade of "C" or better is received in a credit course.

L. Outside Agreements

No future agreement with any outside agency, including the federal government, regarding a substantial change in the terms and conditions of employment of police officers, shall be agreed to by the City without its either seeking the approval of the Union, or providing the Union the opportunity to seek intervenor status in any such matter.

M. Pregnancy Leave

The City shall have the right to assign officers who are not physically able to perform their regular duties due to pregnancy or pregnancy-related disability to alternative duty.

N. Promotions

When a vacancy occurs in the rank of Sergeant or Lieutenant, the City shall promote to fill the position within 90 days. The only exception is if the position in question is to be eliminated.

O. Supplemental/Payroll Deduction Benefits

The parties shall mutually engage a contractor to provide for voluntary supplemental benefits to be paid through payroll deductions made by the City of Pittsburgh.

P. Heart and Lung Procedures

The procedures agreed upon by the parties for adjudicating Heart & Lung Act claims shall be applicable to all pending or future Heart & Lung Act claims. The Arbitrators shall be selected using the American Arbitration Association selection method, a copy of which is set forth below. The cost of the Arbitrator used by the parties to adjudicate these claims shall be split equally by the City and the F.O.P.

**Rules and Regulations for Proceedings Before
the City of Pittsburgh Police Heart and Lung Panel**

Subchapter A. General Provisions

100.1 Scope.

This agreement applies to all proceedings before arbitrators selected by the parties to hear claims filed pursuant to the Heart and Lung Act, 53 P.S. 637.

100.2 Definitions.

- (a) The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

Act -- The Heart and Lung Act (53 P.S. 637).

Arbitrator -- An arbitrator who is a member of the panel and who has been selected to preside over and rule on any matters relating to a claim.

Board -- Workers' Compensation Board or Workers' Compensation referee.

City Administrator -- The office or entity designated by the City as the office responsible for administering claims filed under the Act.

City -- City of Pittsburgh.

Claim -- An initial claim, a petition filed by either party relating to eligibility for benefits, modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, a petition to set aside final receipt, or any matter relating to medical examinations or discovery of evidence.

Claimant -- A police officer who files a petition for, or otherwise receives benefits under the Act.

Date of Circulation -- The date affixed by the City Administrator and shown on all assignments of petitions and arbitrators' decisions.

Department -- The Department of Public Safety, City of Pittsburgh.

First Petition -- The first petition filed in any claim by any party.

Party -- Includes claimant and the City.

Pretrial Conference -- Conference deemed to be a hearing by an arbitrator assigned by the chairman in a manner as to effectuate a timely resolution of the petition.

Service -- Delivery in person or by mail. If service is by mail, it shall be deemed served on the date postmarked and mailed by ordinary United States mail.

100.3. Initial Claims.

- (a) An initial claim shall be filed with the City Administrator within one hundred twenty (120) days of the date in which the claimant knew or should have known of the work related injury.
- (b) Initial claims must be submitted by contacting the City's third part administrator by telephone.
- (c) The City Administrator will make a determination approving or denying any claim within twenty-one (21) days of receipt of the initial claim.
- (d) In the event the City Administrator denies a claim, a "Notice of Denial" will be served on the claimant. Such Notice will advise the claimant of their right to file a claim petition and the time period for such filing. a copy of the Notice of Denial will also be sent to the Fraternal Order of Police, Fort Pitt Lodge No. 1.
- (e) Employees shall treat with the City's selected medical providers for the duration of their disability, to the extent allowed by state law.

Subchapter B. Pleadings and Hearings

100.4. Identifying number.

- (a) All pleadings, documents, and other submittals filed in a proceeding shall be identified by the claim number assigned by the City Administrator.

100.5. Form of pleadings.

- (a) Petitions and answers shall be upon forms prescribed by the City Administrator.

100.6. Verification of pleadings.

- (a) Petitions and answers shall not require verification or affidavit as to the facts alleged therein. A signature of a party or on behalf of a party by an attorney shall be deemed sufficient and shall be subject to the penalties as set forth in 18 Pa. C.S. 4904.

100.7. Filing, service, and number of copies.

- (a) An original and two copies of all first petitions shall be filed with the City Administrator. The City Administrator shall serve a copy of the petition on the opposing party.
- (b) An original and two copies of an answer to a first petition shall be filed with the City Administrator.
- (c) Other submittals. In the case of any other petitions, answers, pleading, motions, documents, briefs, or other submittals, a party shall file an original with the arbitrator, and shall serve a copy thereof on the other party.

100.8. Petitions.

- (a) All filings relating to claims for benefits, modification of benefits, suspension of benefits, reinstatement of benefits, review of benefits, request to set aside final receipt or any matter relating to medical examination or discovery of evidence shall be commenced by petition.
- (b) A claim petition must be filed within thirty (30) days of receipt of "Notice of Denial" of benefits prepared by the City Administrator and served on the claimant.

100.9. Answers.

- (a) The non-petitioning party shall file an answer within fifteen (15) days following service of a petition.
- (b) An answer must be filed to all petitions.

100.10. Amendments to pleadings.

- (a) A party shall have the right to amend at any time in a proceeding before an arbitrator unless any other party to the proceeding establishes prejudice.

100.11. Continuances.

- (a) General rule. Continuances may be granted for cause shown at the discretion of the arbitrator to whom the case has been assigned.
- (b) Procedure. The procedure shall comply with the following:

- (1) Except as hereafter provided, requests for continuances shall be made to the arbitrator promptly upon receipt of the notice of hearing, but not later than five business days prior to the hearing date. Any requests for continuance made within five (5) business days prior to the hearing date shall not be considered unless the arbitrator is satisfied that circumstances relating to the requested continuances occurred within five (5) business days of the hearing date.
 - (2) Prior to the request, the party requesting the continuance shall ascertain the position of all other parties in the case relating to the continuance and shall advise the arbitrator of the foregoing at the time of the request.
 - (3) If a continuance is granted, the arbitrator may impose any conditions and direct any action by any party which the arbitrator deems reasonable under the circumstances.
- (c) Circumstances to be considered. In ruling on requests for continuance, the arbitrator may consider any of the following:
- (1) The position of the parties relating to the request for continuance.
 - (2) The number of prior continuances and at whose request granted.
 - (3) Whether the requested continuance will work an undue hardship on any party.
 - (4) The unavailability of the parties, witnesses, or counsel.
 - (5) The illness or death of the parties or counsel or members of their immediate families.
 - (6) The desirability of any unrepresented parties obtaining counsel.

- (7) The necessity to replace the services of an expert witness who becomes unavailable.
- (8) Bona fide and unavoidable scheduling conflicts of the parties or their counsel.
- (9) Any other reason deemed meritorious by the arbitrator.

100.12. Oral depositions generally.

- (a) The oral deposition of any witness may be taken only for use as evidence at hearing.
- (b) Any party may, but is not required to make the oral deposition of any medical expert in order to establish that the claimant is or is not disabled and that such disability does or does not prevent them from performing their duties as a police officer. Unless the arbitrator decides otherwise, such evidence may be established through the introduction of written reports.

100.13 Oral Depositions.

- (a) An oral deposition may be taken at any time subsequent to the hearing.
- (b) The notice of an oral deposition shall be served at least fifteen (15) days prior to the date scheduled for the taking of the deposition.
- (c) The notice of an oral deposition shall contain the following:
 - (1) The name or identity, address, and occupation of the witness.
 - (2) The date, time, and place of the taking of the oral deposition.
 - (3) A statement of a relevant reason for the oral deposition.
 - (4) The following legend:
"Notice to Claimant or Witness:

You may object to the oral deposition by mailing or delivering a letter listing your objections to (name and address of party scheduling deposition) at least seven (7) days before (date of deposition)."

- (d) Service of this notice. The notice of an oral deposition shall be served upon each witness, all counsel of record, and any party not represented by counsel of record. The notice need not be filed with the arbitrator at the time it is initially served.

100.14. Objections to taking of oral deposition.

- (a) Procedures. Any party or witness may object to the oral deposition by serving a written notice upon the party who has scheduled the deposition at least seven (7) days prior to the scheduled date of the deposition. The objection shall stay the deposition until such time as it is ordered by arbitrator to be held. Upon receipt of an objection, the party scheduling the deposition shall notify all other parties.
- (b) Request for ruling. Any party or witness may request a ruling on any objection by filing a written request with the arbitrator, which shall be accompanied by a copy of the notice of an oral deposition, any subpoena, and the objection duly lodged as required by subsection (a). The requesting party shall serve a copy of the request for ruling upon all parties and objecting witnesses.
- (c) Ruling by arbitrator. Upon receipt of the request, the arbitrator will, after giving all parties and objecting witnesses due notice and opportunity to be heard, rule on the objection within five working days after the parties and objecting witnesses are heard.

- (d) The arbitrator is not required to hold a hearing on an objection but instead may require the parties to submit their responses in writing.

100.15 Admissibility of oral depositions.

- (a) Oral depositions taken in accordance with 100.12(b) or by agreement of all parties shall be admissible at the time of hearing in the same manner as if the deponent appeared before the arbitrator and testified. All objections must be made and the reasons therefore stated at the time of the taking of deposition.

100.16. Expense of taking depositions.

- (a) If a deposition is to be taken more than 100 miles from the place where the hearing is or would be scheduled, the arbitrator may make an order requiring payment of reasonable expenses of attorneys, not including counsel fees, to attend the deposition.
- (b) If a claimant chooses to take the oral deposition of a medical expert, all cost of such deposition will be borne by the party noticing the deposition regardless of the outcome of the claim. If oral depositions of medical experts are requested by the arbitrator then the claimant may submit the cost associated with taking that deposition to his bill of cost. Such cost may be refunded to the claimant if he prevails in his claim.

100.17. Authorizations.

- (a) The claimant must submit to the city authorization necessary for the City to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that may be relevant to the claim.

100.18. Documents.

- (a) If at least twenty (20) days written notice of the intention to offer the following documents in evidence was given to the other party accompanied by a copy of the document, a party may offer in evidence, without further proof,
 - (1) bills, records and reports of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists, or other licensed health care providers,
 - (2) bills for drugs, medical appliances and prostheses,
 - (3) bills for or written estimates of value, damage to, costs of repair of or loss of property, and
 - (4) a report of rate or earnings and time lost from work or lost compensation prepared by an employer.

Any other party may subpoena the person whose testimony is waived by this rule to appear at the hearing and any adverse party may cross-examine him as to the document as if he were a witness for the party offering the document.

100.19. Subpoena.

- (a) General rule. A party in interest in any pending proceeding may request the arbitrator to issue a subpoena to compel the attendance of a witness or require the production of any books, documents, records, or things relevant to the proceeding at a scheduled hearing or

deposition within the scope of and scheduled in accordance with this chapter. Upon request, the arbitrator shall supply official subpoena forms, but only to a party, counsel or record for a party, or duly authorized agent of such counsel.

- (b) Objections. The arbitrator may, upon filing of written objections by any person served with a subpoena or any party in interest, and upon due notice of all parties in interest and hearing thereon, quash or limit the scope of any subpoena issued or served.

100.20. Stipulations of fact.

- (a) Stipulations of fact may be filed with the arbitrator to whom the case has been assigned.
- (b) The arbitrator may issue a decision based on stipulations of fact, provided the arbitrator shall be satisfied by any means he deems appropriate that:
 - (1) the stipulations of fact are fair and equitable to all parties involved and under the circumstances; and
 - (2) the claimant understands the stipulations of fact and the effect of the stipulations of fact on future payments of compensation and medical expenses.

100.21. Hearing.

- (a) It is the intent of both parties to provide a hearing within ninety (90) days of the filing of any petition. Further, that all evidence be presented at such hearing.
- (b) All witnesses shall testify under oath administered by the arbitrator.

- (c) The rules of evidence shall be applied and except as provided in 100.15 relating to medical experts, and 100.18 relating to the introduction of certain documents. Otherwise, hearsay will not be accepted.

100.22. Briefs.

- (a) The arbitrator may require or the parties may submit proposed findings of fact, conclusions of law, and legal briefs or memoranda to the arbitrator for his review and consideration.
- (b) All submissions referred to in subsection (a) must be made within the time set by the arbitrator but except in extraordinary cases, not later than twenty (20) days, following the completion of the evidentiary portion of the case.

100.23. Oral argument.

- (a) The arbitrator may require, or any party may request, a closing oral argument. Such argument shall be held immediately following the completion of the evidentiary portion of the case.

100.24. Decisions of arbitrator.

- (a) Following the conclusion of the case, the arbitrator shall issue a written decision within five (5) days of the close of the record. If requested, the arbitrator shall issue a supporting opinion which may contain brief findings of fact, conclusions of law, and an appropriate order based upon such record as may be proper under the circumstances. Such opinion shall be issued within thirty (30) days of the close of the record.

- (b) The decision of the arbitrator shall be final and binding.
- (c) A copy of the decision will be mailed to the claimant, by regular mail, by the arbitrator.
- (d) If the decision is to suspend or terminate benefits, the claimant will be given four (4) days from the date of the decision to return to work with no loss of pay.
- (e) Saturday and Sunday will not count as "days" since the City doctor is not available for physicals on those days. In addition, those are generally pass days for those on compensation or modified duty.

100.25. Reconsideration.

- (a) Either party may submit a written request for reconsideration or correction of the arbitrators decision within ten (10) days of receipt of such decision. The non-requesting party may file a written response to the request for reconsideration within ten (10) days of receipt of the copy of the opposing party's written request for reconsideration or correction.

Subchapter C. Arbitration

100.26. Rules For Selecting For Arbitrators and the Arbitration Panel.

- (a) Claims filed for benefits provided under the Heart and Lung Act shall be heard and decided by an arbitrator who is a member of a panel of arbitrators assigned cases in the manner indicated below.

(b) Selection of the panel.

- (1) The City and the Union shall each submit the names of ten (10) arbitrators who are members of the National Academy of Arbitrators.
- (2) The first five (5) names that appear on both lists shall be on the panel and the remaining names shall be combined into one list.
- (3) If less than five (5) names appear on both lists, all names that appear on both lists shall be on the panel and the remaining names shall be combined into one list.
- (4) From the combined list of names, each party will alternatively strike one name, with the union striking first, until a total of five (5) arbitrators have been selected overall.
- (5) The five (5) selected arbitrators shall comprise the arbitration panel for determination of all matters relating to heart and lung benefits.

(c) Term of the arbitration panel.

- (1) The arbitration panel selected shall be permanent. However, in the event either party wishes to remove an arbitrator or arbitrator(s) from the panel, they must do so by written notice to the other side by July 1 of such year. Unless mutually agreed to by the parties, neither party may request the removal of more than two (2) members of the panel at any one time.

In the event that either or both parties request that the names of one (1) or more arbitrators be removed from the panel, the parties shall submit a request for a list of arbitrators from the American Arbitration Association. The number of arbitrators requested shall be four (4) times the number of positions which need

to be filled. The parties will take turns striking arbitrators from the list until only the number of positions needed to be filled remain. The new arbitrators are to be selected by the parties prior to November 30 of the year in which the request is made. The arbitrator or arbitrator(s) being removed from the panel shall not be removed until December 31 of the year in which the request is made.

(d) Authority of the arbitrators.

- (1) The arbitrator shall have the authority to decide whether or not the claimant is entitled to benefits as provided for under the Heart and Lung Act.
- (2) The arbitrator is not bound by, but should be guided by, judicial opinions interpreting comparable legislation specifically provisions of the workers' compensation law.
- (3) Arbitrators are not bound by, but should also be guided by, prior decisions of the arbitration panel.
- (4) Decisions by workers' compensation referees or the Workers' Compensation Board interpreting provisions of the Heart and Lung Act may be considered by an arbitrator.
- (5) The arbitrator shall have the authority to grant, deny, or modify a claim, to compel the production of documents, to compel the submission to medical examination, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition.

(e) Arbitration Fees.

- (1) The fees charged by an arbitrator shall be split equally between the City and the FOP.

(f) Workers' Compensation Claims.

If a claimant files a claim with the Workers' Compensation Board, he will be bound by any decision, findings of fact or conclusions of law reached by the Board in any claim filed herein relating to the same injury, disability or event. If a claimant files a claim with the Workers' Compensation Board to or at any time while a claim filed under this proceeding is pending and not yet final, the filing of such claim with the Workers' Compensation Board will act as an automatic stay to these proceedings pending the outcome of the claim filed with the Workers' Compensation Board. In the event the claimant is denied by the Board, that finding will be final and binding on any claim filed herein. In the event the claim is granted by the Board, the City may either accept those findings and award or have the claim for Heart and Lung benefits decided through the procedures established herein.

- (g) (1) At the time the City files a petition to suspend, modify or terminate Heart and Lung Act (HLA) benefits, a copy of the petition shall be filed simultaneously with the affected employee/claimant and the Union. Any medical evidence on which the employer relies shall be provided to the employee at that time. Medical evidence will not be provided to the Union with due regard for confidentiality of medical records.

The panel recognizes the right of the employee/claimant to organize and obtain any medical evidence to support his/her position. In recognition of this fact, a hearing on the suspension, modification or termination of benefits shall not be scheduled sooner than 60 days from the date of the petition is filed and served upon the employee/claimant and

the Union. Date of mailing shall constitute the date of service.

At the 60-day hearing, the arbitrator shall have the authority, which shall be discretionary, to impose a supersedeas of HLA benefits based upon the evidence presented by the parties. The arbitrator is not required to grant or deny supersedeas at this hearing but can reserve ruling in order to allow the employee/claimant additional time to acquire medical or other evidence relevant to the case. Where supersedeas is granted, the arbitrator may hold the record open for the employee/claimant to obtain any additional medical evidence on the issues involving the petition.

In the case of a termination petition on grounds of permanency, HLA benefits shall be converted to workers' compensation benefits where supersedeas is granted.

In the case of a claim petition or reinstatement petition filed by the employee/claimant, a hearing shall be held no later than 60 days after filing of the petition by the employee/claimant, or on the next open arbitration date after the 60 days. The employee/claimant shall provide the employer with any medical evidence upon which he/she relies at the time the petition is filed. Any medical evidence related to the claim that is subsequently obtained shall also be turned over to the employer. Any independent medical examination to be sought by the employer shall be scheduled, absent good cause for delay, within 60 days of filing of the petition or the date on which the employee/claimant supplies the employer with medical evidence supporting the petition, whichever is later.

P. Labor Management Committee

1. Purpose. To investigate, study, discuss, and to make recommendations to the City of Pittsburgh about ways to resolve work site problems of mutual concern to labor and management.
2. Representation. By March 15, 1999, the President of the FOP shall appoint three (3) persons as set forth in Paragraph 10 to represent labor. Three (3) senior supervisors of the Pittsburgh Bureau of Police shall be appointed to represent management by the Chief of Police. The parties recognize that continuity of membership on the committee is important.
 - One member shall receive initial appointment for a two (2) year term, with subsequent terms being for one year. The other two members shall be appointed for one-year terms. This will assure staggered terms of service to maintain some degree of continuity.
 - The President of the FOP and the Chief of Police reserve the right to remove or reappoint members at any time.
3. Date and Time of Meetings. The first meeting of the LMC shall occur no later than April 9, 1999.
 - Meetings shall be held monthly at a time mutually agreeable to the members of the committee. The Committee has agreed to meet the first Wednesday of every month at 1000 hours.
 - A meeting shall not be conducted unless a quorum of four (4) Committee Members are in attendance.

- The quorum of four must consist of at least two (2) representatives from Labor and two (2) representatives from Management.
4. Location of Meetings. Meetings shall be held at a location to be determined by the chair of the committee on a monthly basis. The Committee has agreed to alternate locations monthly between the FOP Office and Police Headquarters.
 5. Chair. Chair of the meetings shall alternate between representatives of labor and representatives of management, with the FOP assuming the chair initially.
 - The chair of the meetings shall alternate quarterly between the FOP and the Bureau of Police, with the FOP chairing the 2nd and 4th quarters of each calendar year, and the Bureau of Police chairing the 1st and 3rd quarters of each calendar year.
 6. Agenda. The agenda shall be established by agreement of the President of the FOP and the Chief of Police.
 - Members of the LMC shall submit requests to place topics on the agenda to the President of the FOP or the Chief of Police.
 - Topics for the agenda shall be provided to the chair of the LMC at least 48 hours before each meeting.
 - The agenda will then be distributed to members of the LMC for discussion.
 7. Minutes. The recorder of minutes from each meeting shall alternate between representatives of labor and representatives of management.

- The recorder of minutes shall be represented by labor when the City chairs the LMC, and by the City when the FOP chairs the committee.
 - In no event shall the chair of the meeting record the minutes.
 - Minutes shall not be finally recorded until approved by consensus of the LMC.
 - A copy of the minutes will be maintained by the President of the FOP and by the Chief of Police.
8. Copies of the minutes may only be distributed to members of the Executive Board of the FOP and the Command Staff of the Bureau of Police.
9. General Guidelines.
- a. It is recognized that recommendations growing out of LMC meetings are not binding.
 - b. No active grievances shall be discussed and no bargaining shall take place.
 - c. Topics that could lead to grievances may be discussed.
 - d. The chair shall recognize each person wishing to speak before speaking.
 - e. The chair shall recognize a motion by either labor or management to table a topic for further study.
 - f. The LMC may, as they deem necessary, consult expert resources to assist in their discussions.
 - g. Each topic shall be discussed and action reached before proceeding to another topic. Topics requiring further study may be tabled.
 - h. The Committee shall act by consensus only. If the Committee cannot reach consensus on any topic, the topic shall be tabled.

- i. When consensus is reached by the LMC, the topic will then be brought before the President of the FOP and the Chief of Police for final approval and consensus before dissemination and implementation may occur.
 - j. No matters discussed in the LMC will be disseminated publicly.
10. The Act 47 Plan requires that the parties work to establish an effective labor management committee and to implement functional operating guidelines and procedures to enable the labor-management committee to function as an effective forum for discussion and resolution of workplace issues. Such a committee currently exists, it should be amended to provide that the three (3) persons appointed by the F.O.P. do not have to be from the F.O.P. Executive Board and, if a meeting is scheduled at a time when an F.O.P. member is scheduled to work, said member can attend with no loss of pay.
- Q. In the Act 111 Award dated December 30, 2004, the Panel of arbitrators directs the labor management committee to study the question of secondary employment, and to establish reasonable rules and regulations concerning it. At any time after six (6) months from the date of this award, if the parties have not reached agreement, either party may invoke this Panel to take additional testimony and possibly issue an supplemental award.
- R. Recognizing that the Act 47 Plan requires the City to establish validated fitness standards, the arbitrators direct the labor management committee to meet and discuss concerning such standards. Once standards have been determined, the parties may negotiate the effects of any such policy, including frequency and methods of testing fitness, as well as any disciplinary action relative to a failure to meet such standards. If the parties are unable to agree regarding these

effects, either party may invoke the Panel to take additional testimony and, if necessary, issue a supplemental award.

- S. If, during the term of this agreement, the Act 47 Plan is terminated or amended, or if the Pennsylvania State Legislature enacts legislation relating to deferred retirement accounts (DROP/IROP pension benefits) or the issue of residency requirements for police officers in cities of the second class, the parties may reopen the contract to negotiate and/or arbitrate under these limited conditions. The Panel shall retain jurisdiction to address such issues if agreement cannot be reached by the parties. *(Part of this paragraph is subject to appeal filed by the City on 1/28/05.)

POLICE DISCIPLINE PROCEDURE

SECTION 19 - POLICE DISCIPLINE PROCEDURES

- I. 1. All disciplinary action will be initiated through the preparation and filing of a Disciplinary Action Report, copies of which shall be given to the Police Officer, and to the F.O.P.
2. Within ten working days after the Disciplinary Action Report goes through the chain of command and is signed by the Chief, there will be a meeting (referred to as the initial meeting) between the Police Officer and the F.O.P. with the Director of Public Safety or his designate and the Chief or an Assistant Chief. At this meeting, the City will describe the basis for the proposed discipline and describe in summary fashion the evidence upon which it is based. The Police Officer will be given an opportunity at this meeting to respond to the charges against him or her.
3. Within three working days after the initial meeting, the Director of Public Safety will decide whether or not to implement the proposed discipline, and notify the Police Officer and the F.O.P. of his decision. If the discipline is to be implemented, suspensions with intent to discharge will be effective immediately. Discharges following such suspensions and all other disciplinary actions will be effective after the decision following the internal hearing described below, if one is requested. If an internal hearing is not requested within the specified time limits, the Director may implement the discipline immediately.

4. Within three working days after the Director decides to implement discipline the Police Officer or the F.O.P. may request a hearing (referred to as the internal hearing) before the Director of Public Safety or his designate. The internal hearing will be held within ten working days after the request for a hearing. At the internal hearing the Police Officer and the F.O.P. will have the opportunity to present any evidence and/or arguments in support of their position. Prior to the internal hearing the F.O.P. will be given access to any records or information that it may require in order to prepare and present its position at the hearing.
5. Within five working days after the internal hearing, the Director of Public Safety shall give the Police Officer and the F.O.P. written notice of his final decision concerning the disciplinary action.
6. Within ten working days after receipt of the Director's final decision the Police Officer or the F.O.P. may file a grievance in writing protesting the disciplinary action. The grievance will include a request for arbitration and indicate whether the officer requests a single arbitrator or a tripartite panel. If the officer requests a tripartite panel, the grievance will name the arbitrator appointed by the F.O.P.
7. Within five working days of receipt of the written grievance the Employer will provide the Union with the name of the arbitrator appointed by the City in the event a tripartite panel is chosen.

8. When a panel of arbitrators is requested, an arbitrator will be selected from the permanent list of arbitrators established by the City and the F.O.P. in accordance with Section 5-E. The arbitrator will be notified of the days within a forty five day period on which the Parties will be available for an arbitration hearing. In addition, the panel arbitrators shall be notified that the Arbitration Board's decision must be issued in writing within five working days of the hearing, and a supporting opinion, if one is requested, may be issued within thirty days of the hearing.
9. If, after an arbitration hearing is scheduled, it is continued at the request of the City to a date beyond forty-five days after the request for a panel, the City will reinstate that Grievant's contractual health insurance for the period from the end of the forty five day period to the issuance of the arbitration award.
10. If the Employer does not comply with any of the time limits specified above, the disciplinary action will be rescinded.
11. If there is no request for an internal hearing within the specified time limit, or if no grievance is filed within the specified time limit, the decision to take disciplinary action will be final and will not be subject to further appeal.
12. All time limits in the above procedure may be extended by mutual agreement in writing.
13. The costs of arbitration shall be shared by the City and the Union equally.

II.

A. A sustained Disciplinary Action Report ("DAR") disciplinary action shall be considered against an officer in any formal hearing for promotion or in any disciplinary hearing consistent with the following "reckoning periods":

1. Disciplinary action in the form of an oral written reprimand may be considered in determining the penalty for any subsequent offense by an officer or may be used against an officer for purposes of promotion for a period of one year.
2. Disciplinary action in the form of a written reprimand may be considered in determining the penalty for any subsequent offense by an officer or may be used against an officer for purposes of promotion for a period of two years.
3. Disciplinary action in the form of a suspension may be considered in determining the penalty for any subsequent offense by an officer or may be used against an officer for purposes of promotion for a period of five years.

B. 1. The City will remove DAR's from an officer's PAR's system and file at the conclusion of the appropriate reckoning period.

2. The City may archive in the City Law Department DAR information for purposes of civil litigation. In addition, said information can be maintained by OMI for the purpose of complying with the Consent Decree provisions that are

still in effect.

- C. As regards matters of discipline, each reckoning period shall commence on the date of issuance of the DAR.
- D. As regards matters of promotion, each reckoning period shall commence on the date of issuance of the DAR or, in the event of appeal, on the date of final disposition of the grievance.
- E. Any record of counseling kept by the City and/or the Bureau of Police shall be limited to the following:
 - (i) date of counseling;
 - (ii) the employee's name
 - (iii) the supervisor's name;
 - (iv) the topic of the counseling session.

F. Absent unusual circumstances, disciplinary action must ordinarily be taken against an officer within one hundred twenty (120) calendar days of an infraction, or within one hundred twenty (120) calendar days after the City should reasonably have known about the infraction. *(This paragraph is subject to appeal filed by the City on 1/28/05.)

G. If an officer is charged with a criminal offense requiring suspension under the Confidence in Law Enforcement Act, that officer will be re-assigned to a non-law enforcement position in the bargaining unit provided such a vacancy exists. If there is no such vacancy, then the officer will be suspended without pay. Any such suspension may be challenged through the

grievance/arbitration process.

PERSONNEL FILES

SECTION 20 - PERSONNEL FILES

- A. Employees' home addresses, phone numbers, and pictures shall be kept confidential and shall not be released to any person except for official City purposes or pursuant to a subpoena, statute or lawful investigation by an outside governmental agency.
- B. An employee shall have the right to inspect his or her official personnel record wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours of the repository, after notice to the Assistant Chief of the employee's division, or the Chief of Police, or, in their absence, their designees. Inspection shall be conducted under the supervision of the Department. The City shall make duplicate copies of parts of the record at the employee's request and at the employee's expense. The employee's entire personnel record shall be open for inspection.
- D. No employee shall be charged with the offense of "Repeated Violations." When an employee is charged before a Trial Board, the charged employee's record of prior disciplinary action shall be considered only for relevant purposes, such as for proof of notice, impeachment or rebuttal or for determination of a penalty after a finding of guilt.
- E. Employees shall be given the opportunity to read and note receipt of any disciplinary action before it is placed in their personnel files.

- F. All information contained in the PARS system or the OMS system is to be considered part of an officer's confidential personnel file for all purposes of this Agreement.

INTERNAL INVESTIGATION PROCEDURES

SECTION 21 - INTERNAL INVESTIGATION PROCEDURES

- A.
 - 1. When an anonymous complaint is made against a police officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.
 - 2. When any citizen complaint is filed greater than ninety (90) calendar days after the date of the alleged event complained of, which if true, could not lead to a criminal charge, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report, but he shall be notified orally or in writing of such claim.
- B.
 - 1. The City agrees that in order to afford an Officer a fair and impartial internal investigation, no public statements will be made about the facts under investigation until it has been completed.
 - 2. The investigation of an officer will be limited to alleged violations of Bureau rules. The City may investigate additional possible violations of Bureau rules and regulations that arise during the course of an investigation.
 - 3. The interrogation of any Officer being investigated for a disciplinary violation must be undertaken at a reasonable hour and if possible during the officer's tour of duty. The officer will be given twenty-four (24) hours notice of an interview at OMI.

4. The Officer shall be informed of the nature of the investigation before any interrogation begins.
5. If it is known, that an Officer being interrogated is a witness only, he must be so informed.
6. A police officer, whether a subject or witness, must be informed of the nature of the interrogation at the outset of the interrogation.
7. An officer being interrogated shall be given one fifteen (15) minute intermission each hour.
8. A copy of the complaint will be given to the accused officer at the same time that a copy of his/her statement to OMI is made available to the officer. Provided, however, if the accused officer provided OMI with the names of additional witnesses at the time of his/her statement, OMI will interview such witnesses prior to providing a copy of the complaint and statement to the officer.
9. If a transcript is being taken by the City, an officer being questioned or investigated can request a copy of same.
10. If the interrogated police officer writes a written statement, a transcript is taken, or mechanical record made, a copy of same must be given to the interrogated police officer, without cost, upon request.

11. Upon completion of the investigation, OMI findings and conclusions will be given to the Chief who shall process the findings in compliance with this agreement.
12. When a police officer is accused of misconduct on either a Bureau charge or on a citizen complaint and the charge or complaint is unfounded, then all records of the investigation are to be destroyed one year after the investigation is completed and the officer shall be notified.
13. If any police officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
14. Upon completion of the investigation, OMI findings and conclusions shall be given to the Chief of Police, who shall process the findings in compliance with the agreement.
15. At the request of any police officer under interrogation, he shall have the right to be represented by counsel of his choice and/or the F.O.P. representative who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.
16. There shall be no public statements made about an investigation until the investigation is completed.

17. Unless agreed to by the officer, the City shall not divulge the reasons for any disciplinary action that is not appealed beyond arbitration.
 18. Effective January 1, 1998, the internal investigations procedures shall be amended to allow an officer to grieve to arbitration written reprimands.
- C. No police officer shall be compelled by the City to be interviewed by and/or to testify before the Citizen Police Review Board. Any statements compelled by the City under the Garrity Rule during internal investigations are confidential and not subject to discovery or release to the Citizens Police Review Board.
- D. DHR Unit Procedures
- In the interests of protecting both the rights of the accused and the rights of the complainant in cases investigated by the Discrimination/Harassment/Retaliation Unit ("DHR Unit"), the parties agree to comply with the following Procedures, which are modified from the Internal Investigation Procedures in Section 21 of the Working Agreement:
1. The purpose of the DHR Unit is to investigate complaints by City employees of violations of Order No. 20-1, the "No Discrimination/No Harassment/No Retaliation Policy and Reporting Procedure," and to issue findings and/or recommendations based on such investigation.
 2. The City agrees that in order to afford an officer a fair and impartial DHR investigation, no public statements will be made about the matter under investigation until it has been completed.

3. Investigations will be limited to alleged violations of Bureau Rules and Regulation, policies and procedures. DHR may investigate additional possible violations of Bureau rules and regulations that arise during the course of an investigation.
4. The DHR Unit interview of any accused officer must be undertaken at a reasonable hour and if possible during the officer's tour of duty. The officer will be given twenty-four (24) hours notice of an interview at the DHR Unit.
5. The accused officer shall be informed of the nature of the investigation prior to any questioning.
6. In advance of the interview, the accused will be permitted to read a summary of the Complainant's allegations as they relate to the accused.
7. During the interview, the accused officer shall have the right to an FOP representative. Said FOP representative can be FOP legal counsel.
8. Witnesses other than the accused shall have the right to halt a DHR interview in the event the interview becomes accusatory. The interview shall be suspended for a reasonable period of time at the witness's request, for him/her to obtain FOP representation or legal counsel.
9. A copy of the accused officer's statement, along with a copy of the summary of the Complainant's allegations, shall be provided, upon request, to the accused officer as soon

as they are available. However, if the accused officer provides new information or the names of additional witnesses during the course of the interview, the copies will be withheld until the additional investigation is complete.

10. Upon the completion of the investigation, DHR findings and conclusions will be given to the Chief who shall process the findings in compliance with the Working Agreement.
11. If the DHR investigation is the basis for disciplinary action against an accused officer, the accused shall be permitted to grieve the discipline to binding arbitration. Investigatory matter, including the statements and identities of any co-worker complainant(s) or witness (es), will be provided, upon request, to the FOP legal counsel in preparation for arbitration.

DRUG AND ALCOHOL POLICY

SECTION 22 - DRUG AND ALCOHOL POLICY

A. POLICY:

The Pittsburgh Bureau of Police has a legal responsibility and management obligation to ensure a safe work environment, as well as a paramount interest in protecting the public by ensuring that its officers have the physical stamina and emotional stability to perform their assigned duties.

The abuse of drugs and/or alcohol is destructive to the good order and reputation of the Bureau of Police and will not be tolerated. Officers must have physical coordination and unimpaired judgment to react prudently and effectively to the demands of police service.

B. PURPOSE:

This order states Police Bureau Policy relative to the use of narcotics, illegal drugs and the abuse of alcohol and legally prescribed drugs by any member of the Pittsburgh Bureau of Police and sets forth conditions in which drug tests will be required.

C. DEFINITIONS:

1. The term Drug includes cannabis, narcotics, or controlled substances as defined under the Pennsylvania Crime Code Controlled Substance, Drugs, Device, and Cosmetics Act.
2. The term Drug Abuse includes the use of cannabis, narcotics, or any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.

3. The term Alcohol includes beverages and medication or other substances containing ethyl, methyl, isopropyl or other low molecular weight alcohol.
4. Reasonable Suspicion Standard -- An apparent state of facts and/or circumstances found to exist by a supervisor which would cause a reasonably intelligent person to believe the employee to be under the influence or a user of drugs or narcotics. The standard of reasonable suspicion is less than probable cause.
5. Drug And/Or Alcohol Testing -- The use of intoxilyzer, urinalysis, hair testing or any other clinically accepted method of detecting drugs and/or alcohol in the human body.

D. GENERAL RULES:

1. The use of illegal drugs, cannabis, or non-prescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by a member of the Pittsburgh Bureau of Police is strictly prohibited. In addition, members are prohibited from being under the influence of alcohol while on duty.

Violation of this policy will result in disciplinary action.

2. Refusal by a Police Officer to take the required drug and/or alcohol testing shall be considered insubordination and will result in the immediate relief from his/her police duties pending disposition of any administrative action. Pursuant to Civil Service Rule III, the Officer will be ordered to take a Civil Service Medical Exam.

3. The Department, upon notification of the refusal of a Police Officer to take the medical examination, shall mark the Officer as absent without permission.

E. MANDATORY DRUG TESTING:

For mandatory drug testing the City may use intoxilyzer, urinalysis, hair testing or any other clinically accepted method of detecting drugs and/or alcohol in the human body.

Mandatory drug and/or alcohol testing will be conducted only upon the approval of a Commander, Assistant or Deputy Chief, Chief of Police, or pursuant to Civil Service regulations under the following circumstances:

1. Based on REASONABLE SUSPICION citing specific instances when a member was incapable of performing his or her required duties or exhibited unusual work performance measures and/or behavioral traits.
2. At any time during the probationary period as defined by the working agreement between the City of Pittsburgh and the Fraternal Order of Police, Fort Pitt Lodge No. 1.
3. For counseling assistance programs or as a condition of the Track III EAP due to prior drug and/or alcohol abuse.
4. Prior to assignment to special units, i.e., Drug Suppression, Special Weapons and Tactics (SWAT), the Bomb Disposal Unit, the Evidence Room, K-9 drug-dog handlers and drug-dog trainers.

5. Random testing twice each year for personnel assigned to special units as listed above.
6. When an Officer is scheduled for a physical examination to return to duty after an absence of 15 days or more which normally requires a physical examination and the Officer has a record of excessive absenteeism.
7. Within a reasonable period of time following an officer's involvement in an on-duty vehicular accident which is reportable under the Motor Vehicle Code. An officer will be drug and/or alcohol tested for involvement in an on-duty vehicular accident which is reportable under the Motor Vehicle Code only if the officer was actually operating the vehicle at the time of the accident. Testing must be conducted in a dignified manner, which shall afford an officer privacy. An officer taken for immediate, necessary medical treatment, as a result of a vehicle accident or a shooting, shall not have said medical treatment postponed until testing can be performed. Any violation of an officer's rights under this section shall entitle the Union to one day of additional President's time.
8. Any time an officer discharges a firearm, with the exception of routine firearm training and/or the destruction of a wounded animal.

F. PROCEDURES FOR THE ORDERING OF DRUG AND/OR ALCOHOL TESTING IN CASES OF REASONABLE SUSPICION:

1. A ranking officer (Commander or above) will be notified by the initiating supervisor of the circumstances leading to the request for testing.

2. If the request is approved, the supervisor requesting the testing will direct a memo to the Commander or other ranking officer indicating the circumstances of reasonable suspicion which formed the basis of the request. If the basis for the request includes an infraction of the rules and regulations, a Disciplinary Action Report (DAR) will accompany the request.
3. The Bureau will strive, absent exigent circumstances, to provide the written explanation at the time an officer is ordered to produce a specimen for reasonable suspicion testing. The memo will then be presented to the accused Officer who will sign his or her name to the bottom of the report indicating that they have read it. This signature will in no way be considered an admission of guilt, but only an acknowledgment of the fact that the report was read. A copy of this report will be given to the accused Officer.
4. An accused Officer who refuses to submit to properly required drug and/or alcohol testing shall be deemed insubordinate; and, charges shall be preferred by the requesting supervisor or other commanding officer, and the accused Officer will be transported home.
5. If the accused Officer agrees to drug and/or alcohol testing, the Officer shall complete and sign the consent form. If the accused Officer is unable to read the consent form, the supervisor shall read it to the Officer. The yellow copy of the consent form will be given to the accused Officer. The supervisor will retain the white copy of the consent form.
6. A supervisor will transport the accused Officer to the approved testing facility and will stand by until the test has been administered and will then transport the Officer home. At

the testing facility, the supervisor shall complete and sign the laboratory request form for the drug test indicating the name of the accused Officer to be tested and the telephone number of the Chief of Police or his designee who is the person to be contacted when the results of the drug tests are available.

7. Breath alcohol testing will be carried out in accordance with DOT standards.
8. Upon completion of the drug test, a copy of all police reports will be forwarded through the chain of command to the Chief of Police.

G. ALLEGATIONS OF MISCELLANEOUS DRUG-RELATED ACTIVITY ON OR OFF DUTY:

Allegations of miscellaneous drug-related activity which would be considered reasonable suspicion requiring a drug test include, but are not limited to, the following:

1. Illegal sale, delivery, manufacture, purchase, or possession of drugs and narcotics.
2. Whenever the results of a preliminary criminal investigation indicate a reasonable suspicion to believe that the accused Officer is involved in illegal drug-related activity; or upon completion of the initial stages of an administrative investigation which indicates a reasonable suspicion to believe that the accused Officer is personally using illegal drugs or is personally misusing or abusing legally prescribed or dispensed medications.
3. A reasonable suspicion exists when a person has a reasonable belief that an individual is under the influence of a drug which affects behavior, supportable by direct observation, articulable reasons and common sense.

PROVISIONS ON APPEAL

SECTION 23 – PROVISIONS ON APPEAL

A. On Appeal from the February 14, 2003 Award:

1. The City shall continue to offer the current healthcare providers.
2. Effective January 1, 2003, the City may change the healthcare providers for present and future retirees as long as the coverage provided remains the same. For those retiring after January 1, 2004, the City shall contribute toward the cost of husband and wife coverage (Section 14. B.II.9), for each employee so electing, an amount equal to the amount charged for such insurance by the carrier providing such coverage on the date of his/her retirement.

B. On Appeal from the December 30, 2004 Award:

1. Paragraph 2(b) of the Award, which expands the Seniority rights of officers by requiring that the 25 percent most senior uniformed officers be permitted to choose their duty location.
2. Paragraph 11(d) of the Award, which requires the City to buy back 100% of the number of accrued whole sick days upon an employee's retirement.
3. Paragraph 12(a) of the Award, which sets insufficient employee contribution toward the cost of Health Insurance.
4. Paragraph 15 of the Award, which preserves pension enhancements for employees hired prior to January 1, 2005.
5. Paragraph 18(b) of the Award, which restricts the time in which the Bureau may initiate discipline.
6. Paragraph 21 of the Award, which would allow reopening of the contract upon amendment of the Act 47 Recovery Plan.

SECONDARY EMPLOYMENT

SECTION 24 – SECONDARY EMPLOYMENT

1. Members of the bargaining unit are first and foremost police officers or police supervisors of the City. There shall be no conflict of time or conflict of interest between their duties on behalf of the City and any secondary employment. It is within the sole discretion of the City to permit or to prohibit the wearing of the Pittsburgh Police uniform and/or the use of police equipment for any purpose, including its use in the furtherance of secondary employment.
2. All secondary employment will be voluntary. No police officer will be compelled to work for a Secondary Employer.
3. The parties agree that the hours spent in secondary employment do not constitute hours of work on behalf of the City for purposes of federal or state overtime law, and the parties recognize the City as a "primary employer" under 29 C.F.R. § 553.227(d). Police officers engaged in secondary employment will receive the rate of pay for such work as agreed upon by and between the City and the Secondary Employer.
4. The City may enact reasonable rules and regulations to govern the secondary employment of police personnel, including but not limited to a method of assigning and recording all secondary employment, requirements concerning notice of all secondary employment to the City, limitations on who may be an approved Secondary Employer, and limitations on the number of hours that a police officer may engage in secondary employment.
5. The City may discipline a police officer for violation of Bureau of Police rules and Regulations, including any violation of provisions pertaining to secondary employment. Such disciplinary

action may include a suspension or termination of the privilege to engage in secondary employment. If an officer is denied secondary employment privileges for any reason, the reason for the denial will be made in writing within five (5) days. The police officer may appeal any such decision by means of the contractual grievance-arbitration procedure. The parties will make a good faith effort to expedite any arbitration hearing under this addendum, and the Panel hereby appoints Arbitrator Jack Morgan to handle such expedited arbitration through calendar year 2007. Thereafter, either party may seek a new arbitrator by serving notice in writing on the other party. The remedy in grievance arbitration will be strictly limited to the restoration of secondary employment privileges.

6. The City, and the police officers working secondary employment, will not enforce business rules or directions of the Secondary Employer.
7. In case a police emergency exists, as determined by the City, any police officer may be ordered from secondary employment to active duty. At such point, the police officer will be entitled to all compensation for active service under the labor agreement.
8. Subject to the officer's availability and disciplinary action that would affect eligibility, the City shall honor a written request from a Secondary Employer with regard to which officer or officers will be assigned to a particular detail. However, any such request will be subject to the Secondary Employer meeting the qualification requirements established by the Bureau, and the officer or officers involved being in compliance with the rules or directive regarding secondary employment.
9. If a secondary employment detail requires assignment of an officer other than one specially requested by the Secondary Employer, said assignment will be made through the Bureau's

Special Events office.

10. An approved Secondary employer may designate a particular officer to coordinate and assist in scheduling a detail, such designation must be in a written form, and approved by the Bureau's Special Events office. In such circumstances, the City may impose a reasonable cost recovery fee upon the Secondary Employer for the work of the designated scheduler. Such scheduling hours on the part of the designated officer will be considered secondary employment time.
11. If a police officer is in compliance with these requirements regarding secondary employment, the City will consider any injury or illness that the police officer suffers while so engaged in secondary employment to be the same as if actively employed on behalf of the Bureau. That is, if otherwise qualified, the police officer will be entitled to Heart and Lung or Workers compensation Benefits under the law.
12. If a police officer is in compliance with all requirements regarding secondary employment, the officer will be entitled to legal representation under the contractual FOP Legal Defense Fund in connection with any civil action brought against him or her arising out of the performance of his or her duties, provided such duties are both lawful and consistent with the purposes of this secondary employment program. Indemnification by the City for any judgment is subject to all defenses or provisions of federal or state law.
13. The City shall provide the FOP a monthly printout of all secondary employment details worked during the prior month. The purpose of providing this information is to ensure that there is an equitable distribution of secondary employment opportunities.

TERM

SECTION 25 - TERM

This Agreement shall be for five (5) years beginning January 1, 2010 and ending December 31, 2014, and shall remain in force and effect from year to year thereafter unless either party shall notify the other in writing on or before July 1, of 2014 and on or before July 1 of each calendar year thereafter, of any desire to terminate and/or modify any of its provisions in effect at that time, as of the first day of the next following calendar year.

DATE _____

FRATERNAL ORDER OF POLICE
FORT PITT LODGE NO. 1

CITY OF PITTSBURGH

Appendix A: Compensatory Time Bank

1. An officer may elect to take compensatory time off in lieu of overtime pay for either court time or for shift overtime. The election shall be made by written payroll designation which shall be submitted by the officer within 48 hours of the time the overtime was worked. Any such election is irrevocable.
2. Only overtime hours may be banked as compensatory time. When elected, an officer shall bank compensatory time at one and one half hours for each one hour of work identified above that would be paid at an overtime rate.
3. Each officer shall have a compensatory time bank which shall be maintained by the Bureau, and which may accrue no more than forty compensatory hours at any time.
4. An officer is entitled to use compensatory time with the same restrictions as set forth in Section 13 for the use of personal days. The supervisor is to be notified prior to seventy-two hours of the use of time, and a request for compensatory time will not be denied unless staffing does not permit it.
5. Compensatory time may not be requested during special events wherein the Chief of Police has restricted discretionary time.
6. An officer may only use compensatory time in increments of eight (8) hours.

Appendix B: Catastrophic Leave Bank

The City and the Union will establish a program to permit bargaining unit employees covered by this Agreement to donate appropriate leave to a leave bank for catastrophic illness or injury. 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. A "Catastrophic Illness or Injury" is a single condition which causes an absence from duty exceeding fifteen (15) work days in a current calendar year. The 15 work day absence may be accumulated on an intermittent basis if properly documented as being related to the same condition.
2. "Catastrophic Illness or Injury" does not include any work-related illness or injury; minor illnesses, injuries or impairments; sporadic, short-term recurrences of chronic, non-life threatening conditions; short-term absences due to contagious diseases; or short-term recurring medical or therapeutic treatments.
3. The Catastrophic Leave Bank (Bank) is limited to qualified employees who are without

available paid leave time. All personal, sick and vacation time must be exhausted prior to the use of Bank time.

4. Each year, during the period of January 1 to March 31, employees may contribute accrued vacation or personal days to the Bank.

5. Employees may only donate available vacation or personal days, and must make an irrevocable transfer of such days in writing. Employees may contribute from one to five days in whole day (eight hour) increments only.

6. Eligibility for receiving a transfer of days from the Bank shall be limited to employees who have donated at least one day to the Bank in the current calendar year. Only eligible employees who can demonstrate a Catastrophic Illness or Injury are eligible for a transfer of Bank days.

7. 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 Bank and shall determine the amount of leave to be granted. Grants of leave shall be made each pay period, and the total grant of a leave to any individual employee shall not exceed a total of 130 eight (8) hour shifts for any single condition, and under no condition shall the Bank grant any individual more than 130 shifts in any single year. Grants need not be in a single block of time, but each grant request must qualify for a transfer of time. No determination of the Committee shall be subject to the grievance/arbitration procedure.

8. All leave time shall be considered as "wages" and shall be subject to all pension and benefit contribution required.

9. The Committee shall not grant leave of days in excess of the number of days available in the Bank. In the event that the Committee reaches impasse in its determination, then the current Act 111 neutral arbitrator shall rule based on this Agreement and the Act 47 Plan.