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#811212

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February 19, 2003

Via Hand Delivery

FEB 2003

Hugh F. McGough, Assistant City Solicitor
City of Pittsburgh
Department of Law
313 City-County Building
Pittsburgh, PA 15219

10/21/03

Re: Act 111 Arbitration: City of Pittsburgh and Fraternal Order of Police

Dear Hugh:

Enclosed is a fully executed copy of the Act 111 Arbitration Award between the City of Pittsburgh and the Fraternal Order of Police. I have separately faxed a copy of the signature page with my dissent to the identified sections to each of the other arbitrators.

If you have any questions, please do note hesitate to call.

Very truly yours,

Joseph F. Quinn

JFQ/lk
Enclosure

1/1/03 -- 12/31/04

12 pages

12 + 238 = 250 pages

FEB 2003
Received
Labor Relations
Office

IN THE MATTER OF ARBITRATION BETWEEN

CITY OF PITTSBURGH

AND

FRATERNAL ORDER OF POLICE,
FORT PITT LODGE NO. 1

BOARD OF ARBITRATION

Joseph Quinn, for the City of Pittsburgh
Bryan Campbell, for the Fraternal Order of Police
Edward J. O'Connell, Impartial Chairman

The following Award is issued pursuant to the provisions of Act 111 of 1968 of the Commonwealth of Pennsylvania.

ADMINISTRATION

Edward J. O'Connell was notified of his appointment to hear and decide contract matters then in dispute between the parties. The time limits for the issuance of an Award under Act 111 of the Commonwealth of Pennsylvania were specifically waived by the parties.

Hearings were held for the presentation of evidence and testimony in support of the positions adopted. The Board met and conferred in executive sessions and thereafter issued the following:

AWARD

Term of Award

This award shall be effective for a period of two (2) years, from January 1, 2003 through December 31, 2004.

SECTION 5 – Grievance Procedure

1. The days for the filing and processing of grievances shall be exclusive of Saturdays, Sundays and holidays.

2. The failure to process or answer a grievance within an established time limit presumes that it has been satisfactorily resolved.

3. The parties may extend the specified time limits by a signed agreement.

SECTION 6 –Salaries

1. A Police Officer Fourth Year rate (presently $48,189.44) shall be increased as follows:

January 1, 2003 - 4 % ($50,117.02)
January 1, 2004 - 2% ($51,119.36)
July 1, 2004 - 2% ($52,141.75)

In addition, 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.

SECTION 10 – Holidays

1. Effective January 1, 2003 the holiday of Flag Day shall be changed to Police Memorial Day (May 15).

2. Effective January 1, 2004 the holidays of Lincoln's Birthday and Washington's Birthday shall be changed to Presidents' Day and Christmas Eve.

SECTION 13 – Leaves of Absence

1. Effective January 1, 2003, at the time of retirement, all accrued sick days up to 150 days shall be paid to each officer.

2. Effective January 1, 2004, officers hired after January 1, 1998, shall receive ten (10) personal days per calendar year.

3. Effective January 1, 2003, officers hired prior to January 1, 1998, who are covered by the short term/long term disability plan who suffer a non-work related disability

which lasts longer than twenty-six (26) weeks, shall be granted monthly benefits which together with any social security benefit payment, City Pension benefit or other periodic payments described in the contract between the City and the administering insurance carrier, shall equal 60% of the police officer's monthly base salary, to a maximum of $5,000.00 per month, until age 65 or disability ceases, whichever is first.

SECTION 14 – Insurance

1. 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:

1. 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.

2. Both partners shall be a minimum of (18) years of age and mentally competent at the time of registration;

3. Neither partner shall be married or the domestic partner/common law spouse of another person;

4. The partners are not related by blood to a degree that would bar marriage in Pennsylvania;

5. 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 others welfare; and

6. 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.

2. Section 14 (D) shall be amended to cap the orthodontic coverage of Delta Dental Insurance to $1,500.00 lifetime maximum.

3. Effective January 1, 2004, officer contribution toward the cost of healthcare coverage shall be frozen at the rates set for 2003. The City shall continue to offer the current healthcare providers. Effective July 1, 2004, officer contribution toward the cost of healthcare coverage shall be eliminated.

4. 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.

SECTION 16 – Pensions And Compensation

1. The Panel will retain jurisdiction to study and, if necessary, take further testimony concerning retirement options. The prior award concerning a Cost-Neutral Drop Plan, which to date has not been implemented, is superseded and nullified.

SECTION 18 – Other Benefits

1. **President's Leave**

Effective January 1, 2003, Union President's Leave shall be increased to 75 days per calendar year.

2. **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.

3. **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.

4. **Master Police Officer**

Section 18 J shall be amended by the deletion of the sentence that reads "the stated cause in writing will be allegations which, if proven, would be sufficient to justify a demotion from the Civil Service ranks."

5. **Heart and Lung Act Procedures**

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 medial 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.

SECTION 19

Police Disciplinary Procedures

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":

i. 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,

ii. 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.**

iii. 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. If an officer is not the subject of any sustained DAR during the above respective "reckoning period", the sustained DAR will, consistent with the above periods and at the express, written request of the officer, be removed from the PARs system, the officer's station jacket and from the files maintained at the Office of Personnel and Finance and shall not be considered for purposes of discipline or promotion. All DARs that are not sustained shall be removed immediately from the above stated filing systems.

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.

SECTION 21 – Internal Investigation Procedures

1. 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.

SECTION 22 – Drug and Alcohol Policy

1. 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.

2. The present mandatory random drug/alcohol testing shall include officers assigned as K-9 drug-dog handlers and drug-dog trainers.

One Day Work Rule

1. The Panel shall retain jurisdiction to consider modification of the One Day Work Rule for the year 2004.

2. 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.

All Other Matters

All terms and conditions of employment encompassed by the prior Agreement or in effect during its term, and that are not altered by this Award, shall remain in full force and effect. Unless otherwise stated, all of the foregoing takes effect on January 1, 2003. All other requests, proposals, and demands not previously agreed upon or specifically addressed herein shall be considered denied.

With regard to the various items awarded or denied, the Arbitration Panel may not have been in unanimous accord on each. However, at least a majority of the Panel concurred with each awarded item and to the denial of all others.

By _____
Bryan Campbell, Esquire
for the Fraternal Order of Police

By _____
Joseph F. Quinn, Esquire
for the City of Pittsburgh

By _____
Edward J. O'Connell
Impartial Chairman

DATE: _____

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DISSENT TO AWARD UNDER SECTIONS 14, 19 AND 21.

By Bryan Campbell
Bryan Campbell, Esquire
for the Fraternal Order of Police
2/14/03

By J. F. Quinn
Joseph F. Quinn, Esquire
for the City of Pittsburgh

By Edward J. O'Connell
Edward J. O'Connell
Impartial Chairman

DATE: 2/14/03