

COLLECTIVE BARGAINING PROPOSALS

of

LODGE NO. 5

of the

FRATERNAL ORDER OF POLICE



Submitted to:

THE CITY OF PHILADELPHIA

SUBMISSION DATE:

December 30, 2020

INTRODUCTION

Lodge No. 5 of the Fraternal Order of Police hereby presents the following Proposals to the City of Philadelphia for modification of the parties' collective bargaining agreement, to become effective July 1, 2021. Lodge 5 reserves the right to add to, delete from or otherwise modify these amended proposals during the collective bargaining process.

1. DURATION

Article II of the Agreement shall be amended to provide a three (3) year term for the successor agreement, commencing on July 1, 2021 and terminating on June 30, 2024.

2. COMPENSATION – ANNUAL WAGE INCREASE

Article XVII(A) of the Collective Bargaining Agreement shall be amended to provide for a base wage for Police Officer, and appropriate rank adjustments thereafter, as of July 1, 2021 and as of each July 1 of the successor agreement, that is commensurate with the danger, difficulty, dedication and professionalism that are inherent in the performance of the daily duties and responsibilities of a Philadelphia Police Officer.

3. COMPENSATION – STRESS DIFFERENTIAL

Article XVII(B) of the Agreement shall be amended to adjust the stress differential from 6% to 8%.

4. COMPENSATION – LONGEVITY

Article XVII(C) of the Agreement shall be amended to adjust the longevity pay from the current longevity schedule to 1% of base salary plus stress differential for each year of service.

5. COMPENSATION – ACCOUNTABILITY PAY

Article XVII of the Agreement shall be amended to provide an accountability differential of 5% of base salary plus stress differential, for all bargaining unit members who may be required to wear a body camera in course and scope of their work.

6. COMPENSATION – RESIDENCY PAY

Article XVII of the Agreement shall be amended to provide a residency differential of 5% of base salary plus stress differential, to all bargaining unit members who reside in the City of Philadelphia.

7. COMPENSATION – TECHNOLOGY ALLOWANCE

Article XVII of the Agreement shall be amended to provide all bargaining unit members an annual technology allowance of \$1,500, in recognition of the fact that officers are regularly required to utilize personal technology such as cell phones in the course and scope of their work.

8. COMPENSATION – OTHER DIFFERENTIALS

- A. **Bomb Squad.** Article XVII(H) shall be amended to increase the Bomb Squad differential from 3% to 4%. Additionally, Bomb Technicians holding the ranks of Police Officer, Detective and Sergeant shall be paid at the next higher pay classification.
- B. **Bilingual Interpreters.** Article XVII shall be amended to provide a pay differential to bargaining unit members assigned to perform bi-lingual interpreter duties, to appropriately reflect their skill and training.
- C. **Forensic Science.** Article XVII shall be amended to provide a pay differential to bargaining unit members assigned to perform Forensic Science duties, to appropriately reflect their skill, training and complexity of duties.
- D. **K-9 Unit.** Article XVII shall be amended to provide a pay differential to bargaining unit members assigned to the K-9 Unit, to reflect the additional off-duty time and expense required to care for the canines in their custody and control.

9. COMPENSATION – RANK DIFFERENTIAL

Article XVII shall be amended to increase the rank differentials between the ranks of Lieutenant and Captain from 16% to 24%. On condition of this adjustment, Article XVII(I) concerning A District and B District commanders shall be eliminated. All existing differentials between ranks shall be maintained and adjusted accordingly if needed to maintain such differential.

10. COMPENSATION – WORK IN A HIGHER RATED CLASSIFICATION

Article XVII(F) of the Agreement shall be amended to provide that if a member holding the rank of Lieutenant or higher is required to supervise more than two (2) police districts at the same time, the member shall receive the rate of pay of the first step of the next higher class for all hours worked in such capacity.

11. COMPENSATION – SHIFT DIFFERENTIAL

Article XVII of the Agreement shall be amended to add a 3% shift differential for all work performed on any shift starting on and after 12 noon and before 6 P.M., and a 6% shift differential for all work performed on any shift starting on and after 6:00 P.M. or before 6 A.M.

12. COMPENSATION – CLOTHING

A. Clothing Allowance. Article XVII(D)(1) of the Agreement shall be amended to increase the annual clothing allowance to \$1,200, and to require that the allowance be paid to all bargaining unit members.

B. Maintenance Allowance. Article XVII(O)(2) of the Agreement shall be amended to increase the annual maintenance allowance to \$1,200, and to require that the allowance be paid to all bargaining unit members.

13. COMPENSATION – CITY WAGE THEFT

Article XVII of the Agreement shall be amended to add the following provision regarding wage theft by the City:

Wage Theft. The City shall be held to the same standards that it requires of “employers” under the City’s Wage Theft Ordinance. Officer complaints regarding wage theft by the City shall be addressed in accordance with the Ordinance, except that complaints will be submitted via the grievance procedure and will be adjudicated in a final and binding manner by a Wage Theft Arbitrator designated by the parties. The Arbitrator shall have the authority to adjudicate the wage dispute, and to award all wages due, costs, attorney’s fees and penalties permitted under the Wage Theft Ordinance.

14. OVERTIME

A. Overtime Distribution. Article VI shall be amended to provide that all overtime opportunities be distributed equitably among those who have volunteered for such assignments. All overtime opportunities shall be witnessed by a mutually-acceptable individual within each unit, district or other work location.

- B. On-Call Pay.** Article VI shall be amended to provide that officers required to be On Call shall receive compensation of one-half ($\frac{1}{2}$) of their hourly rate for each hour they are in on-call status. Officers called in to work shall be compensated as per the appropriate Call In provisions of Article VI.
- C. Appearance Before Civil or Judicial Bodies.** Article VI(G) shall be amended to provide that: (1) a member who has received a Court Notice requiring their appearance on a Regular Day Off ("RDO") shall receive a six (6) hour minimum payment at their overtime rate; and (2) a member who has received a Court Notice requiring their appearance on two consecutive RDOs shall be compensated at triple their overtime rate for all time worked on the second RDO.

15. COMPENSATORY TIME

Article VI(D) of the Agreement shall be amended to eliminate the 1,300-hour cap on accumulation of compensatory time and the 690-hour cap on cash out of compensatory time for employees at the rank of Captain or above, and to increase the annual cash out benefit for those employees to four weeks per year (two in June and two in December).

16. HEALTH AND WELFARE

Article VII of the Agreement shall be amended to provide for the following adjustments:

- A. Plan Design.** Article VII(K) shall be amended to adjust member co-payments for certain benefit provided by LEHB, as follows:

1. Prescription Drugs

a. Retail

- i. Generic - \$3.00
- ii. Formulary Brand - \$8.00
- iii. Non-Formulary Brand - \$13.00

a. 90 Day Mail Order

- i. Generic - \$6.00
- ii. Formulary Brand - \$16.00
- iii. Non-Formulary Brand - \$26.00

2. Provider Visits

- a. Doctor's Visits - \$5
- b. Specialists Visits - \$20
- c. Emergency Room Visits - \$25.00 waived if admitted

B. Injured on Duty Payments and Reimbursements. The City shall promptly reimburse LEHB for any expenditure made with respect to the illness or injury of an officer that occurred while that officer was on duty.

The City shall provide LEHB with reasonable and timely access to all records reasonably necessary to ascertain compliance with this section, including but not limited to the following:

- 1. Initial Individual Injury reports for employees;
- 2. Administrative/Internal Injury Reports, i.e., monthly reports;
- 3. Claims paid by the City's TPA and any other providers paying medical and/or prescription claims related to injuries on duty;
- 4. Notification of employees on leaves of absences including but not limited to Personal, Maternity, Parental, Military and FMLA;
- 5. Copies of disciplinary actions that may affect medical benefits; and
- 6. Copies of ALL awards, decisions, settlements, etc., that may affect medical or prescription benefits costs, including but not limited to:
 - a. Grievance arbitration awards and settlements;
 - b. Heart & Lung Panel awards;
 - c. CSC Regulation 17 & 32 determinations; and
 - d. Workers' Compensation awards and settlements.

C. Application for Regulation 32. Any bargaining unit member who applies for Regulation 32 payments, without affecting the retiree health entitlement otherwise provided herein, shall remain on the City-sponsored medical coverage until a final determination made on their application. Under no circumstances shall the retiree health entitlement to which they are otherwise entitled to receive be retroactively adjusted. Any bargaining unit member forced to continue their contractually guaranteed health benefits post separation, will be permitted to defer retroactively to the date that such option was denied them.

- D. Continuation of Health Benefits - Death in Active Service.** If a bargaining unit member with ten or more years of service should die while in active service, their eligible survivors shall continue to receive City-provided health care coverage for the period that the deceased would have been eligible for retiree health coverage if he/she had survived to retirement. Said survivors shall be entitled to convert unused sick leave to extended health care coverage in the same manner and amount as if the officer had survived to retirement.
- E. Inoculations.** The City shall make available to all bargaining unit members, free of any cost, obtainable inoculations against preventable disease including but not limited to influenza, tuberculosis and Hepatitis. The cost of these inoculations for Police Personnel shall not be charged to the Plan and shall not affect the Per Member Per Month cost.
- F. Medical Certification Requirements.** Costs related to use of health benefits to satisfy the Police Department's requirement that officers provide a medical certificate for all absences of more than three (3) consecutive days will be fully reimbursed by the City, and costs for such medical services shall not be counted against the Per Member Per Month costs in the annual reconciliation. The City will provide this information to the FOP and LEHB monthly from the Department's Sick Tracking System or any other reliable source approved by the City and the FOP.
- G. Billing for City Services.** In recognition of the fact that the City of Philadelphia is virtually billing and paying itself in circumstances where a covered member is transported via Philadelphia Fire Department EMS, Article VII shall be amended to provide that active and retired officers shall not be charged for services provided by Philadelphia Fire Department personnel.
- H. Crisis Ministry.** The City shall make an annual payment of \$25,000 to the Joint Trust to subsidize outreach efforts to provide pastoral care, crisis ministry and spiritual enrichment opportunities for bargaining unit members.

17. HEALTH AND WELFARE – RETIREE HEALTH BENEFITS

- A. Retiree Healthcare Coverage.** Article VII of the Agreement shall be amended to provide retirees with continued coverage in the active healthcare plan for the duration of their retirements, at no charge to the retiree.
- B. Retiree Healthcare Conversion - Formula.** Article VIII(B) of the Agreement shall be amended to increase the retiree healthcare conversion rate to 100% of all accumulated sick leave.

- C. Retiree Healthcare Conversion - Leave.** Article VIII(B) shall be amended to permit members to elect to convert accumulated vacation and holiday leave, in addition to sick leave, for extended healthcare coverage.
- D. Medicare Part B.** Article VII shall be amended to require the City to reimburse retired members for all costs related to their utilization of Medicare Part B benefits.
- E. Joint Retiree Trust Fund.** Article XIII(C) shall be amended to increase the City's annual contribution to the Joint Retiree Trust Fund from \$4.5 to \$5.0 million.

18. PENSION

Article XIII of the Agreement and Pension Plan shall be amended as follows:

- A. Annual COLA.** Provide an annual cost of living increase to existing and future retirees in an amount equal to the increase in the Consumer Price Index for Philadelphia (CPI-U) as measured from July 1 to June 30 of the preceding year.
- B. One Plan for All Members.** Provide that all members of the bargaining unit shall participate in the pension plan under the same terms and conditions and receive the same benefits as are applicable to all employees hired on or before June 30, 1988.
- C. Pensionable Compensation.** Provide that the final compensation of a bargaining unit member that is utilized to compute their pension benefit shall include all W-2 income received during their highest three years of employment.
- D. Normal Retirement.** Provide for a normal retirement benefit, regardless of age, of 50% of pensionable compensation after 20 years of service, 75% of pensionable compensation after 25 years of service, and 100% of pensionable compensation after 30 years of service.
- E. Social Security.** Permit bargaining unit members to elect Social Security participation on an irrevocable basis for the duration of their career.
- F. FOP Representative.** Permit the FOP to designate its member on the Pension Board in accordance with its own internal procedures.
- G. Benefit Adjustment.** Permit a retiring member to "buy up" to a pension benefit equal to the next highest rank, but not less than 14%.

19. PAYMENT OF ACCUMULATED LEAVE TIME

Article XVIII of the Agreement shall be amended to require the City to pay all accumulated vacation, sick or holiday time due and owing to an officer upon their retirement or separation from employment no later than 30 days from the retirement/separation date.

In the event that the City fails to make payment within 30 days, the City shall be required to pay liquidated damages to each affected officer in an amount equal to the original payment owed, which shall increase by 25% for each pay period beyond the 30-day period, and the City shall also reimburse the FOP for all staffing and legal costs incurred in order to enforce this provision.

20. LIFE INSURANCE

Article VII(M) of the Agreement shall be amended to require the City to provide all active bargaining unit members a double-indemnity life insurance benefit equal to 150% of their base salary plus longevity. Upon retirement, the retiring bargaining unit member shall be provided with a paid-up policy equal to 50% of the face value of the policy in effect at time of retirement.

21. LEGAL SERVICES BENEFITS

Article VII(O) of the Agreement shall be amended to increase the City's monthly contribution to the FOP Legal Services Plan by One Dollar (\$1.00) per member per month as of July 1, 2021, by an additional One Dollar (\$1.00) per member per month as of July 1, 2022, and by One Dollar (\$1.00) per member per month as of July 1, 2023.

22. NO LAYOFFS

Article XXII(V) of the Agreement shall be amended to provide that no member of the bargaining unit shall be laid off for the duration of this collective bargaining agreement.

23. SICK LEAVE

Article VIII of the Agreement shall be amended as follows:

A. Eliminate Tiered System. Article VIII(A) shall be amended to eliminate the permanent two-tiered system of sick leave and restore all bargaining unit members to annual accrual of twenty (20) sick days per year.

B. Sick Leave Accumulation. Article VIII of the Agreement shall be amended to provide that sick leave may be accumulated without limitation.

- C. Application of Sick Leave Policy.** Article IV of the Sick Leave Policy shall apply only when a member is utilizing accrued leave.
- D. Sick Leave Exchange.** Article VII(B) of the Agreement shall be amended to provide that any bargaining unit member, regardless of sick day accumulation, may exchange sick leave for vacation leave on a day-for-day basis.
- E. Excessive Use of Sick Leave List.** Article VIII(B) of the Agreement shall be amended to provide that an employee, who in a calendar year incurs a total of eight (8) sick leave occurrences without a medical certificate, will be placed on the "Excessive Use of Sick Leave List." Absences of more than one consecutive day shall constitute one (1) sick leave occurrence.
- F. Sick Leave Incentive Adjustment.** Article VIII(A) shall be amended to provide that any officer who does not use any sick leave time during the calendar year shall receive five (5) additional sick days (40 hours) credited to their accumulated sick leave bank.

24. VACATION

- A. Accumulation.** Article IX of the Agreement shall be amended to delete any limitation on the accumulation of vacation leave.
- B. Selection.** Article IX of the Agreement shall be amended to provide that any bargaining unit member who selects vacation during January through May, or during the months of September and October, shall be granted an additional administrative day off for each work week of vacation thus selected.

25. HOLIDAYS

Article XI of the Agreement shall be amended to provide that any member of the bargaining unit who is required to work on a holiday shall be compensated at the rate of double time and one-half for all time thus worked.

26. WORK/FAMILY BALANCE

- A. Parental Leave.** Article XIV of the Agreement shall be amended to provide that bargaining unit members with at least six-months of paid service shall be granted up to four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adoptive child or a foster child under the age of 18. Members may elect to extend their parental paid for up to an additional 22 weeks, and may elect to utilize any accumulated leave to cover their continued absence.

- B. Child Care.** Article XIV shall be amended to require the City to make reasonable accommodation for officers requiring daycare services.

27. DISABILITY BENEFITS

Article XIX of the Agreement shall be amended to provide the following:

- A. Treatment.** Any bargaining unit member who is injured in the performance of their duties may seek treatment from any physician of their choosing, which treatment shall be paid directly by the City.
- B. TPA Selection and Appointment.** The TPA utilized by the City for administration of service-disability benefits must be mutually-acceptable to both the City and the FOP. In September of each year, either party may elect to terminate the TPA effective July 1 of the next calendar year. Unresolved disputes over the selection of the new TPA shall be resolved by the Heart & Lung Arbitration Panel.
- C. Payment to Officer.** Absences due to temporary service-connected disabilities shall be compensated at 100% of the injured police officer's "base pay" (including overtime, shift differential, paid hours, holiday pay, out-of-class pay, clothing and maintenance allowances and all other benefits of this agreement) at the time of injury or recurrence, and such adjustments thereto that might occur during the pendency of the resultant disability.
- D. Secondary Positions.** No member of the bargaining unit shall be compelled to be available for a secondary position with the City as a condition of receiving any benefit under the contract.
- E. Workers' Compensation Setoff.** Eliminate the setoff for worker's compensation against disability pension benefits.
- F. Payment of Accrued Leave.** Provide for the payment of all accrued vacation upon the separation from service for any reason.
- G. Confidentiality.** Provide that any information obtained by the City, or any agent thereof, from the employee in the course of monitoring or treating a disability may not be used for any other purpose or in any other proceeding and that the FOP shall have full and unrestricted access to all such information.

H. Fair Compensation. Provide that if a bargaining unit member is rendered uninsurable for privately-purchased insurance, or is otherwise legally or financially prejudiced with respect to his personal and family life, due to an injury or illness sustained in the performance of his or her duties, the City shall exert every reasonable effort to make that member whole for any such loss or incapacity thus sustained.

28. DISCIPLINE AND CONFIDENTIALITY

A. Brady/Giglio Protections. No officer shall be disciplined, discharged, transferred, re-assigned or otherwise have any term and condition of employment adversely affected solely because of the actions of the Office of the District Attorney in placing such officer on a “do not call” or similar status. If an investigation of an officer results in no charges, the Police Department shall immediately inform the District Attorney that such officer should be removed from any “do not call” or similar status.

B. Confidentiality and Family Safety. To protect the confidentiality and personal safety of officers and their families, the City shall not release the identities of any bargaining unit member involved in a shooting or other use of force absent the filing of criminal charges against the officer.

29. GRIEVANCE AND ARBITRATION

A. PBI Determinations. Article XXI of the Agreement shall be amended to provide that if a bargaining unit member is determined to be not guilty by a Board of the PBI, all reference to the charges at issue shall be expunged from all departmental records.

B. Contractual Damages. Article XXI(H) of the Agreement shall be amended by the addition of the following as a new paragraph thereof:

If the Arbitrator shall determine that either party acted in bad faith with regard to-the facts-underlying the issues or regarding the conduct of the proceedings, the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the presentation of the case and reasonable attorneys' fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of the violation and shall bear a compounded interest rate of 6% from that date, adjusted for each calendar quarter thereafter that such remedy is payable, as was in effect from the date that the violation occurred to the date that payment is made.

- C. Finality.** Article XXI(l) of the Agreement shall be amended by the addition of the following new paragraph:

If either party seeks judicial review of an Arbitrator's award issued pursuant to this Article and does not prevail, the unsuccessful party shall pay all reasonable attorney's fees and other court costs incurred by the prevailing party in the defense of the finality of such arbitration award.

- D. Implementation Delays.** In the event that the City fails to implement an arbitration award or settlement agreement within 30 days, the City shall be required to pay liquidated damages to the FOP and/or each affected officer in an amount equal to the original payment owed, which shall increase by 25% for each pay period beyond the 30-day period, and the City shall also reimburse the FOP for all staffing and legal costs incurred in order to enforce this provision.

30. BODY CAMERAS

Article XXII of the Agreement shall be amended to provide that all bargaining unit members shall have the right to review their body camera footage in the investigation of any incident before being required to participate in any interview or judicial or quasi-judicial proceeding related to the incident.

31. RESIDENCY

Article XXII(U) of the Agreement shall be amended to provide that no bargaining unit member shall be required to reside within any designated geographic area as a condition of employment.

32. KILLED IN LINE OF DUTY – FUNERAL EXPENSES

Article XXII(M)(1) of the Agreement shall be amended to require the City to pay all reasonable funeral expenses incurred by the deceased officer's family and the FOP related to the death of a police officer killed in the line of duty.

33. UNIFORMS AND EQUIPMENT

Article XXII of the Agreement shall be amended to provide as follows:

- A. Electronic Equipment.** The City shall pay the entire cost of purchasing and maintaining any electronic equipment that it utilizes, or seeks to utilize, to contact bargaining unit members.

- B. Summer Uniforms.** The Agreement shall be amended to provide that police officer summer uniforms shall be adjusted to accommodate the safety and comfort of the bargaining unit.

34. EXAMINATIONS – PROMOTIONAL PROCESS

Article XXII(E) of the Agreement shall be amended to add the following:

- A. The City shall retain a mutually-acceptable independent agency to direct the development and administration of all promotional examinations within the Police Department. Upon the completion of the process, said agency shall submit a certified list for adoption and publication of the resultant eligibility list.
- B. All disputes regarding the preparation and administration of the promotion process within the Department shall be resolved pursuant to the grievance and arbitration process contained in the collective bargaining agreement.
- C. No oral examination shall be administered for a promotional process below the rank of Captain.
- D. A tape recording of oral examination administered for promotion within the Department shall be maintained and a copy of same provided to the candidate.
- E. If the City should determine to apply the "Rule of Two" to a candidate or should determine to skip a candidate, the just cause standard otherwise contained in the Agreement shall apply.
- F. Vacancies within the ranks shall be promptly filled by the City from promotion lists as the vacancies occur.
- G. The City shall maintain in effect at all times an active list from which candidates for promotion may be selected.
- H. All bargaining unit members shall be provided with reasonable written notice by posting at each work location of any examination for any position within the Department.
- I. The raw score of any written examination administered for promotion within the Department shall be posted not more than one hour after the examination is completed.

J. The City shall be required to maintain at all times a list containing the following information. For each civil service position covered by this bargaining agreement:

1. The total number of positions in that classification that are funded;
2. The total number of positions in that classification that are filled;
3. The total number of positions in that classification that are vacant.

Such information shall be posted monthly at each work location covered by the terms of the Collective Bargaining Agreement and shall be provided to the Fraternal Order of Police.

- K. The one year required of a bargaining unit member before being eligible for further testing and promotion be measured from the date of appointment in the currently-held rank to the date of the promotional test to which he/she aspires.
- L. All raters utilized in the promotion process shall be certified by the IACP or other mutually-agreeable non-biased group or association.
- M. The bench marks established for the testing process shall be published after each examination.
- N. A bargaining unit member, regardless of score received, who believes that his rights have been violated by any phase of the testing process may appeal to the Civil Service Commission.
- O. The oral examinations for both the rank of Inspector and Staff Inspector shall consist of two (2) separate questions each.

35. EXAMINATIONS - EDUCATIONAL CREDITS

Article XXII(E) of the Agreement shall be amended to provide that for all promotional examinations, bargaining unit members who otherwise achieve eligibility for promotion to a higher rank and have successfully completed a course of study at an accredited college or university will have .50 points added to their final score if the highest degree received is an Associate's Degree, 1.0 points added to their final score if the highest degree received is a Bachelor's Degree and 1.5 points added to their final score if the highest degree received is a Master's Degree, and 2.0 points if the highest degree earned is a PhD in Juris Doctor Degree.

36. FOP DIRECTORS

Article III of the Agreement shall be amended to provide that each FOP Director shall be provided with three hours of paid leave to attend each Directors meeting.

37. UNAFFECTED PROVISIONS

Except as may be otherwise specifically provided herein, all terms and conditions of employment of the parties, and practices relating thereto, shall remain in full force and effect for the duration of the successor Collective Bargaining Agreement as described in these Proposals.