

Initial Bargaining Proposals of Fraternal Order of Police, Lodge No. 5

Part One: Recruiting and Retention - Economic Improvements

1. Raises and Pay Range Adjustment. Revise Article 17 and the Police Officer 1 pay rage as follows, and appropriate rank adjustments thereafter, effective July 1, 2025. Officers shall move from Step 5 to Step 6 after 9 years of service.

Police Officer 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current	\$69,492	\$75,814	\$81,227	\$86,643	\$90,253	
Proposed	\$75,000	\$80,000	\$85,000	\$90,000	\$95,000	\$100,000

Effective July 1 of each subsequent year, provide percentage increases that are 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.

2. Stress Differential. Revise Article 17(B) to adjust the stress differential from 6% to 10%.
3. Longevity Pay. Revise Article 17(C) to adjust the longevity schedule as follows:

Years	Percentage	Proposed
1-2	0	Same
3-4	3.3%	4%
5-9	3.8%	5%
10-14	4.5%	6%
15-19	5.2%	7%
20-24	5.7%	8%
25-29	6.3%	9%
30-35	6.8%	10%

4. Retention Bonuses. Revise Article 17 to provide retention bonus payments in July of each contract year for all officers who were active for the entire fiscal year. Retention bonus payments shall be \$10,000 for members with less than 20 years of service, and \$20,000 for members with 20 or more years of service.
5. Pension – DROP Extension. Revise Article 18 to extend the DROP benefit from 4 to 6 years.
6. Emergency Premium Pay. Revise Article 17 to require the City to provide premium overtime pay for all hours worked by bargaining unit members during any period in which the City’s Emergency Operations Command has been activated.
7. K9 Officers. Revise Article 17(K) to set K9 Officer compensation at 3.5 hours of overtime pay per week, and to require the City to provide medical care for retired service dogs.

8. Court Costs. Revise Article 13 to require the City to provide a per diem of \$25 per day for commuting and parking costs in connection with court appearances.
9. Tuition Reimbursement. Revise Article 22(R) to eliminate the \$250,000 annual cap on tuition reimbursement benefits, and to expand the current benefit to also cover undergraduate college tuition costs for one child.
10. Compensatory Time. Revise Article 6(D) 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).

Part Two: Recruiting and Retention – Officer Quality of Life

Work/Life Balance

11. Alternate Shift and Schedule Committee. Amend the Agreement to require the parties to establish a joint Shift and Schedule Committee that will be responsible to develop and implement an alternate shift schedule for Police Department Patrol Operations personnel, including 8-, 10- and 12-hour shift options for officers, to become effective July 1, 2026. Unresolved disputes among the Committee will be submitted for final and binding resolution by an Act 111 interest arbitration panel.
12. 5-Year Sabbatical. Amend the Agreement to require that each officer serve a mandatory 28-day paid sabbatical after each 5 years of service, to be scheduled during the 12 months following their anniversary. During their 28-day sabbatical, officers must attend two confidential counseling sessions at the City's expense.
13. Wellness Days. Amend the Agreement to require the City to provide officers with one paid Wellness Day each quarter to be used during the next calendar quarter.
14. Trauma Leave. Amend the Agreement to require the City to provide paid Trauma Leave for any member who responds to and is actively engaged at a Traumatic Event such as a Mass Shooting, Mass Casualty Event or other traumatic event (8 hours of leave on their next scheduled shift). The officer may be entitled to additional leave upon the recommendation of a Trauma Counselor or the Department's EAP program. Trauma Leave shall be paid leave and in addition to all other accrued leave.
15. Family Sick Leave. Revise Article 8 to permit officers to use paid sick days to care for family members in their household who are sick or disabled.
16. Pregnancy Leave/Assignments. Revise Article 14 to require the Police Department to provide paid leave or restricted duty assignments for pregnant officers during their pregnancy, based on recommendations of the officers' medical provider.
17. Mandatory Overtime. Revise Article 6 to require the City to pay the double-time overtime rate for all mandatory overtime assignments.
18. Vacation Leave. Revise Article 9 to delete any limitation on the accumulation of vacation leave.

Privacy and Family Safety

19. Residency. Revise Article 22(U) to extend the residency limit to also include New Jersey and Delaware.
20. City Residency Incentives. Revise Article 22(U) to provide the following residency incentives:
 - A. Mortgage Assistance. The City shall provide a 10-year, \$100,000 interest free loan to any member who elects to purchase a home within Philadelphia city limits. The City shall forgive \$10,000 for each completed year of service, with no obligation after 10 years.
 - B. Tax Assistance. The City shall provide a 10-year property tax abatement for all members who live in the Philadelphia city limits. Officers cannot receive both mortgage assistance and tax assistance but are limited to one.
21. Release of Names. 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.
22. RTKL Requests. The City shall not release any police personnel records that are otherwise covered by an exemption in the Right to Know Law. The City shall not waive any RTKL exemptions as they relate to the disclosure of bargaining unit member information.
23. Release of Personnel Records. The Police Department shall not release personnel records related to disciplinary investigations of, disciplinary charges against, or final and binding discipline imposed upon any police officer to any outside entity, including but not limited to, the Office of the District Attorney or the any civilian review board or commission, absent the implementation of substantive and procedural standards governing the release of such information that are acceptable to both the City and the FOP.
24. Brady/Giglio. 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.
25. Artificial Intelligence. The City shall be prohibited from utilizing artificial intelligence technology to monitor, assess, evaluate or investigate bargaining unit members.

Part Three: Recruiting and Retention – Officer and Family Wellness

Active and Retiree Health Benefits

26. Plan Design. Revise Article 7(K) to adjust member co-payments as follows:

A. Prescription Drugs

1. Retail

- a. Generic - \$1.00
- b. Formulary Brand - \$5.00
- c. Non-Formulary Brand - \$10.00

2. 90 Day Mail Order

- a. Generic - \$2.00
- b. Formulary Brand - \$10.00
- c. Non-Formulary Brand - \$20.00

B. Provider Visits

- 1. Doctor's Visits - \$5
- 2. Specialists Visits - \$10

27. Retiree Healthcare – Base Coverage Period. Revise Article 7 to adjust the 5-year base retiree healthcare coverage period as follows, based on retiring members service as the time of retirement:

Service at Retirement	Base Coverage Period
20 years	7 years
25 years	10 years
30 years	15 years
35 years	20 years
40 years	25 years

28. Retiree Healthcare Conversion - Formula. Revise Article 8(B) to increase the retiree healthcare sick conversion rate to 100% of all accumulated sick leave.

29. Retiree Healthcare Conversion - Leave. Revise Article 8(B) to permit members to elect to convert accumulated vacation and holiday leave, in addition to sick leave, for extended healthcare coverage.

30. Medicare Reimbursement. Revise Article 7 to require the City to reimburse retired members for all costs related to their utilization of Medicare benefits for the duration of their city-funded coverage period.

31. Joint Retiree Trust Fund. Revise Article 18(C) to increase the City’s annual Joint Retiree Trust Contribution from \$4.5 to \$6 million.

32. Administrative Payment. Joint Board. Revise Article 7(C)(6) to adjust the annual administrative payment from \$100k to \$150k .
33. Continuation of Health Benefits - Death in Active Service. Revise Article 7(H)(2) to eliminate the 10-year service requirement for benefit continuation for the survivors of officers who die while in active service.

Disability Benefits

34. Treatment for Work Injuries and Illnesses. Revise Article 19 to provide that 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.
35. TPA Selection and Appointment. Revise Article 19 to require that 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.
36. Regulation 32 Disability Pension – Pay and Benefit Continuation. Revise Article 19 to provide that any member who applies for a Regulation 32 pension shall remain in pay status and continue to receive City-sponsored medical coverage until a final determination has been made on their pension application.
37. Catastrophically Injured Members. Revise Article 19 to require the following related to members who have suffered a catastrophic injury:
 - a. City-sponsored medical coverage will continue for the 5-year base retiree coverage period.
 - b. No co-pays for services will be charged, including but not limited to behavioral health services and any out-of-network specialist services.
 - c. Special equipment (wheelchairs, stair lifts, elevators, ramps and other housing modifications) shall be provided in a timely manner and at no cost to the member.
 - d. Costs for long term custodial care will be paid by the City.

For the purposes of this section, “catastrophic injury” shall be defined as an injury that leads to a permanent or long-term severe functional disability or disfigurement, including but not limited to brain injuries, spinal cord injuries, severe burns, amputations, multiple bone fractures, organ damage, paralysis, paraplegia or quadriplegia.

Part Four: Recruiting and Retention – Healthy Labor-Management Relationships

Labor-Management Cooperation

38. Union Leave. Revise Article 3 to provide two full-time paid union leave positions to be designated by the FOP President. Union leave designees shall remain in active pay status and shall continue to receive pay at the rank held when designated for union leave. Members designated for union leave will be permitted to work overtime shifts outside of their regular schedule.
39. Restricted Duty. Revise Article 5 to require the parties to establish a standing arbitration panel based on the Heart & Lung Panel, which will convene quarterly to resolve disputes over Restricted Duty assignments and claims of missed overtime.
40. Legal Services. Revise Article VII(O) to increase the City's monthly contribution to the FOP Legal Services Plan by Five Dollars (\$5.00) per member per month as of July 1, 2025.
41. Promotional Examination and Exclusions. Revise the Agreement to provide as follows regarding promotions:
 - A. Eliminate virtual examinations. Return to in-person testing for all examinations.
 - B. Utilize the Rule of Five for all Police Department promotional examinations and appointments.
 - C. Members who have been excluded will be provided a meeting with the Police Commissioner or Deputy Commissioner, at which time the Department will identify in writing the reasons for their exclusion and suggestions for improvement.

Timely and Accurate Payment of Wages

42. Wage Theft. Revise Article 17 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.

43. Back Payment Delays. Revise Article 12 to require the parties to establish a standing arbitration panel based on the Heart & Lung Panel, which will convene monthly to resolve disputes over delayed and/or mistaken wage payments by the City. In addition to “make whole” authority, the Panel will have the authority to impose 20% delay damages and to require the City to pay the FOP’s costs and fees, where deemed appropriate by the Panel.
44. Implementation Delays. If 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.
45. Payment of Accumulated Leave Time. Revise Article 18 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. If 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.

Grievance and Arbitration Process Reforms

46. Police Board of Inquiry. Revise Article 20(B) as follows:
- A. PBI Charging Unit. Provide that the PBI Charging may not charge an “unspecified” Disciplinary Code violation in instances in which there is a Code Section that addresses the specific conduct at issue.
 - B. Settlement Offers. Require that settlement offers of command-level discipline held open until commencement of the PBI hearing.
 - C. Penalty Phase. Require that PBI hearings be divided into Guilt and Penalty phases. An officer’s prior disciplinary history shall not be referenced during the Guilt phase of a PBI hearing unless that history is an element of the charged offense. The officer’s prior disciplinary history shall not be communicated to the board in any manner before the Penalty phase of the hearing.
 - D. Prompt Hearings. Adopt a Rule 600 “Prompt Trial” standard for PBI matters, under which rule discipline charges will be dismissed absent commencement of a PBI hearing within 365 days of service of the disciplinary charges.

47. Disciplinary Code. Revise the Disciplinary Code as follows:

Section	Charge	1 st Offense	2 nd Offense	3 rd Offense	Reckoning Period
1-8012-10	Unauthorized and/or Excessive use of force in your official capacity.	Reprimand to Dismissal	Reprimand to Dismissal	Reprimand to Dismissal	5 Years
1-8012-11	Unauthorized use of force in your official capacity.	Reprimand to 5 days	5 to 10 days	15 to 20 days	2 Years
1-8020-10	Repeated violations of any Departmental rules or regulations.	30 days or Dismissal Reprimand to Dismissal	Dismissal Reprimand to Dismissal	-- Dismissal	5 Years
5-8022-10	Failure to request supervisor when requested by a member of the public.	Reprimand to 5 days	5 to 10 days	10 to 15 days	1 Year

48. PTAB. Revise Article 21 to require that Police Termination Arbitration Board arbitrators be members of the National Academy of Arbitrators.

49. Back Pay Periods – Tolling. Revise Article 21 to provide that in discipline arbitrations, the pendency of criminal charges against a grievant shall not toll the backpay period for remedy purposes.

50. Finality of Awards. Revise Article 21 to require that if either party seeks judicial review of an Arbitrator's award 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.

FOP Lodge 5 reserves the right to add new proposals or otherwise adjust the above proposals.