



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF PHILADELPHIA AND

PHILADELPHIA FIREFIGHTERS' UNION, LOCAL22,

I.A.F.F., AFL-CIO

FOR THE TERM
JULY 1, 2017 THROUGH JUNE. 30, 2020

Jack Eltman

Disclaimer:

The attached document is a working draft. It does not constitute a final agreement by either party. This document is provided as a guide to the cumulative amendments from year to year, by and between the City of Philadelphia and the Union, IAFF, Local 22. The content of this document reflects the City's interpretation of the collective bargaining agreement between the parties to date. This document is a convenient way to identify key components, but it does not replace the individual memos of understanding for the periods covered.

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1. PREAMBLE

1.1. This Contract is between the City of Philadelphia (hereinafter referred to as "the City") and Philadelphia Fire Fighters' Union, Local No. 22, I.A.F.F., AFL-CIO (hereinafter referred to as "the Union").

2. RECOGNITION

2.1. The City recognizes the Union as the sole and exclusive bargaining representative under Act 111 of all uniformed Civil Service employees of the Philadelphia Fire Department below the rank of Commissioner.

3. SCOPE OF AGREEMENT

3.1. This contract covers full-time Civil Service employees with permanent appointments who have been represented for purposes of collective bargaining under Act 111 by the Union

in the bargaining unit certified by the Pennsylvania Labor Relations Board to include Firefighters, Fire Lieutenant, Fire Captain, Battalion Chief, Deputy Fire Chief, Fire Boat Pilot, Fire Boat Engineer, Fire Service Paramedic, Fire Paramedic Lieutenant, Fire Paramedic Captain, Fire Paramedic Services Chief, Emergency Medical Technician and any other of the uniformed employees of the Fire Department.

- 3.2. The parties have included herein certain provisions that have arisen by virtue of Act 111 Awards and negotiations and also provisions contained in current Civil Service Regulations that were not mandated by Act 111 Awards or negotiations. The inclusion of these Civil Service Regulations is for the purpose of providing a more complete and lucid document and is not intended to abridge in any way the right of the City under the Home Rule Charter to manage its personnel and to effect changes in all personnel matters, including the right of the Civil Service Commission to amend any Civil Service Regulation consistent with the City's obligations under the requirements of Act 111. It is understood that in its dealings with the Union, the City must at all times maintain its managerial responsibilities and prerogatives.

4. UNION MEMBERSHIP AND DUES CHECKOFF

4.1. Agency Shop (Award 1982-1984)

- 4.1.1. Any employee who fails voluntarily to acquire and maintain membership in the Union shall, as a condition of continued employment be required, beginning on the thirtieth day following the end of the initial probationary period, and thereafter, to pay to the Union a monthly service fee as a contribution toward the administration of this Contract. The monthly service fee shall be One Dollar (\$1.00) less than the regular monthly dues of a Union member.
- 4.1.2. This obligation may be met by the dues checkoff procedure set forth in Section B below, or the individual may discharge this obligation by paying the Union directly.

4.2. Dues Checkoff

- 4.2.1. The City shall deduct the dues and initiation fees of the Union from the pay of those employees who individually request or authorize in writing that such deductions be made.
- 4.2.2. The amounts deducted from the pay of employees as set forth in Paragraph 1 above, shall be certified to the City by the Union and the aggregate deductions of all members of the bargaining unit shall be remitted, together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.
- 4.2.3. The Union shall indemnify and hold the City harmless against any and all claims, suits, orders, damages or judgments brought or issued against the City as a result of any action taken or not taken by the City under the terms and conditions of this contract as it relates to these deductions.

4.3. New Employees

- 4.3.1. The provision of Section A, Subsection 1, of this Article shall become and be effective for new employees after thirty (30) calendar days from completion of their

initial probationary period; provided, however, that any firefighter shall have the right to join the Union on a voluntary basis at any time subsequent to their appointment and authorize dues checkoff in the manner prescribed in Section B of this Article.

5. UNION AND MANAGEMENT RIGHTS

5.1. Union Rights (Award 1984 – 1986)

- 5.1.1. When any new rules or regulations are to be instituted, or any existing rule changed, representative of the Union shall be notified ten days before the effective date of such change, unless the change is occasioned by an emergency five (5) days before the effective date, if practical. Such matters shall be discussed by the parties as heretofore to ensure that the City observes its obligation to meet and discuss over the impact of proposed changes in the wages, hours, terms and conditions of employment of bargaining unit members.
- 5.1.2. Any of ten (10) Union Executive Board members shall be permitted to visit Fire Stations and other Department facilities to conduct necessary Union business, including but not limited to investigating compliance with this contract and representation of bargaining unit members under this agreement. Where the subject matter of the visit is of a confidential nature or a private character, the visiting Union Officer may avail himself of a place with the permission of the Commanding Officer for a reasonable period of time so as not to interfere unnecessarily with the work of the Fire Station. This provision shall not be construed to permit the conduct of Union meetings in Fire Stations. Any such visits will be preceded by reasonable notice by the Union of not less than one (1) hour.
- 5.1.3. In the event that an individual employee is called to appear before an Official at Fire Headquarters, that employee shall be notified of the reason for such appearance at the time of notification to appear.
- 5.1.4. A Union Representative shall be permitted to bring a tape recorder to meetings where a discussion with an employee is being taped by Officials of the Fire Department.
- 5.1.5. Furnishing of Information. The City shall provide to the Union papers and information which it had previously provided to the Union, including address changes, transfers, staff notes, general memos, etc. (Award 1978-1979)

5.2. Management Rights (Award 1992 – 1996)

- 5.2.1. The City, consistent with its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including, but not limited to, the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the City, except as modified by this Award and those provisions of the collective bargaining agreement which are not inconsistent with or contrary to the exercise of such discretion.
- 5.2.2. Matters of inherent managerial policy are reserved exclusively to the City. Except as specifically addressed in this Award and the agreement, matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as

the mission and objective of the Fire Department, the standards of service, the overall budget and the organizational structure of the Fire Department, and the selection and direction of personnel.

- 5.2.3. When and if the City determines to amend a Civil Service Regulation not covered by this Award or the resulting agreement, the City shall first meet with Local 22 and discuss the matter. In no event shall the City amend Civil Service Regulations in a manner inconsistent with the Home Rule Charter as presently constituted or as amended, or in a manner which would alter wages or fringe benefits.

6. FIRE BOARD OF INVESTIGATION AND ACCIDENT REVIEW BOARD

- 6.1. (Award 1980-1982) (Award 1984-1986 title amended to add “and Accident Review Board) When an employee receives a notice to appear at the Fire Board of Investigation or Accident Review Board, the following rules shall apply:
- 6.2. The employee shall receive notice within five (5) business days (Monday through Friday) prior to his/her scheduled hearing.
- 6.3. A copy of this notice shall also be forwarded at the same time to the Union.
- 6.4. The employee shall have the right to have counsel, as well as his Union Representative present and speak for him at said hearing.
- 6.5. In the event that counsel is not available for the scheduled hearing, then the hearing shall be rescheduled so as to coordinate the schedule of counsel, the Union Representative and the City, as long as an emergency situation does not prevail.
- 6.6. The three (3) members of a Fire Board of Investigation or the three (3) members of an Accident Review Board shall each receive copies of the Board's recommendations and shall be permitted to append dissenting comments. The findings of these Boards shall continue to be advisory only and the Fire Commissioner shall retain final authority for determining that just cause exists and for determining the extent of discipline warranted. (Award 1984-1986 amended the title to “and Accident Review”)
- 6.7. Trial Board. The Fire Board of Investigation shall be comprised of three (3) members, two
- 6.8. (2) of which are officers designated by the Department and one (1) of which is a firefighter designated by Local 22. The Union may designate a bargaining unit member of any rank up to and including the rank of the accused member to sit as the Union's designee on a Fire Board of Investigation. Under no circumstances will the Union's designee hold a rank that exceeds that of the accused member.

7. JOINT LABOR MANAGEMENT COMMITTEES

7.1. Designation of Committees

The parties hereby establish advisory committees on the following subjects:

- 7.1.1. Practice and procedure: which shall include rules, regulations and practices. (Award 1982-1984) The Rules and Regulations Committee shall evaluate the present

MXT (Mutual Exchange of Tours) Directive and departmental practices in regard to person for person relief. The Committee shall issue a report including a proposal for a revised MXT Directive that provides to a revised directive shall be discussed by the Union President and Commissioner. (Award 1984-1986)

7.1.2. Medical treatment for on-duty injuries.

7.1.3. Clothing and safety operations. The joint labor-management committee on safety shall receive clothing articles, when available prior to their purchase, to evaluate their suitability. The committee shall advise the Fire Commissioner on revised bid specifications. (Award 1984-1986)

7.1.4. Impact of the current sick leave policy and exploration of additional incentives and controls for sick leave utilization. The City shall designate the chairperson for this committee.

7.1.5. First Responder. A special labor management committee to review the First Responder Program. This committee shall consist of three representatives of the City and three representatives of the Union. The Union shall designate the chairperson for this committee. The committee shall address the following issues: stress; staffing; workload; training; response time; and compensation.

7.1.6. Overtime: (Award 2017 – 2020) Within 3 months after the Award is issued, the parties shall form a joint labor-management committee consisting of three members each from the Union and the City to discuss equalization of overtime.

7.1.7. Social Media Committee: (Award 2017-2020)

The parties shall form a Joint Labor Management Committee consisting of 3 members each from the Union and the City to discuss the Fire Department's Social Media Policy.

7.1.8. Task Force Committee: (Award 2000-2002)

The Department shall eliminate all permanent and/or prescheduled task forces effective immediately. A joint committee consisting of equal representation from the department and the Union will study the task force issue and make recommendations regarding the continued utilization of task forces.

7.1.9. Paramedic Rotation Committee

The Union and the City shall form a committee to discuss ways to reduce stress among fire paramedics, including the possibility of rotating fire paramedics.

7.1.10. Work Schedules Committee (Award 1992 – 1996)

Except as provided (in Section 9I) any proposal by the City to modify work schedules shall be submitted for discussion to a joint committee with an equal number of representatives of Local 22 and the City.

7.1.11. Testing and Examinations Committee:

The parties shall form a joint Testing and Examination Committee composed of three representatives of Local 22 named by the President of Local 22 and three representatives of the City named by the Personnel Director, including one high-ranking member of the Personnel Department. The Testing and Examination Committee shall meet regularly and at least once before and after each examination and shall make non-binding recommendations to the City regarding the improvement of the testing and examination procedures. Local 22's representatives shall recuse themselves from any meeting for which the particular representative is a candidate.

7.1.12. Performance Ratings Committee: (Award 1978-1979) The City and the Union shall establish a six persons committee (three to be appointed by each party) to discuss and mutually agree upon methods to improve the performance rating system currently in effect.

7.1.13. Sick Leave Committee: (Award 2017-2020) The parties shall form a Joint Management Committee consisting of three (3) members representing the union and three (3) members representing the City to discuss application of the Managing Directors' Sick Leave Policy and the rules governing the Catastrophic Leave Bank.

7.2. Composition of Committees

The Committees shall be composed of six members, three of which shall be selected by the City and three by the Union.

7.3. Chairman

The parties agree that the responsibility for chairing the meetings of the practice and procedure and medical treatment committees should be divided equally, thus, the City and the Union shall each appoint a chairperson to one of each of the above referenced committees from among their respective members on that committee.

The Safety Committee shall be chaired by a seventh member, an independent person who shall be selected by both parties.

7.4. Time and Conduct of Committee Meetings

Committee meetings shall be conducted not less than once every two months, at which time members will have the opportunity to discuss and/or to present expert testimony on the issues before the Committee.

7.5. Committee Advisory Reports

Each Committee shall issue an annual report detailing its findings and recommendations. The members shall be permitted to append additional or concurring or dissenting reports to the findings of the Annual Report. With respect to the Safety Committee, because of the dangerous and hazardous profession of firefighting, the Committee shall establish standards set by the NFPA.

7.6. Effect of Report

The Committees and the Annual Report of the Committees shall be advisory only and shall not constitute any limitation on the managerial prerogatives of the Fire Commissioner or the City.

8. SAFE STAFFING

8.1. Minimum Staffing. (Award 1992-1996)

- 8.1.1. A minimum staffing requirement shall be instituted. No company may operate below this level except in situations that cause an unexpected shortage of fire fighters during a shift. The minimum staffing requirements shall be as follows:
- 8.1.2. One officer and four fire fighters for each ladder company.
- 8.1.3. One officer and three fire fighters for each engine company.
- 8.1.4. Heavy rescue companies shall continue to be staffed with one officer and five fire fighters.

8.2. Task Forces.

- 8.2.1. The Department shall eliminate all permanent and/or prescheduled task forces effective immediately. A joint committee consisting of equal representation from the department and the Union will study the task force issue and make recommendations regarding the continued utilization of task forces.

9. HOURS OF WORK AND OVERTIME

9.1. Work Week.

- 9.1.1. The average work week for the employees covered by this Agreement shall be forty-two
- 9.1.2. (42) hours.

9.2. Work Day.

- 9.2.1. The normal work day for the employees covered by this Agreement shall be twelve (12) hours a day.

9.3. Overtime

- 9.3.1. All employees at the rank of Fire Captain and below shall receive time and one-half (1- 1/2) for any hours worked in excess of the scheduled tour of duty.
- 9.3.2. Time and one-half (1-1/2) paid for hours worked beyond normal duty shall be computed on an hourly rate equal to one-fortieth (1/40) of the average weekly salary.
- 9.3.3. Within 3 months after the Award is issued, the parties shall form a joint labor-management committee consisting of three members each from the Union and the City to discuss equalization of overtime.

9.4. Paid Hours

- 9.4.1. Bargaining unit employees shall be paid for forty- two hours based on the forty-two hours rate plus three (4) hours based upon a forty (40) hour rate.
- 9.4.2. Compensatory Time (In Lieu of Overtime) (Award 2013-2017)
- 9.4.3. Effective January 1, 2015, Battalion Chiefs and Deputy Chiefs will earn compensatory time at the rate of 1.5 hours for each hour worked when assigned to fill in for another officer of the same rank
- 9.4.4. Chief Officers - Compensatory Time. Effective January 1, 2015, Battalion Chiefs and Deputy Chiefs will be permitted to accumulate compensatory time on an hour for

hour basis up to a cap of 1300 hours. These employees will be permitted to cash out up to 600 hours of compensatory time at retirement from the Department subject to the existing rules and regulations. In addition, employees will be permitted to cash out 120 hours of compensatory time annually, subject to restrictions that exist for cash out of compensatory time by police officers. (Award 2013-2017)

- 9.4.5. Members of the bargaining unit at or above the rank of Battalion Chief will continue to enjoy the right to use compensatory time for their last fourteen days on the active payroll without penalty. (Award 1990-1992)

9.5. Call In Time (Schedule Day Off).

- 9.5.1. An employee who is required to report to work on a non-scheduled work day shall be paid overtime for work performed on this call in tour of duty for not less than eight (8) hours.

9.6. Call Back After Completion of Shift.

- 9.6.1. Any employee who is called back and required to work on any day after the completion of a regular tour of duty shall receive overtime pay for not less than four (4) hours of work; however, this shall not apply to the situation where an employee continues with work immediately after his/her scheduled day's work.

9.7. Appearance Before Civil or Judicial Bodies. (City Matters)

- 9.7.1. Any employee who, in the performance of official duties is required by the City to appear before designated Civil or Judicial bodies shall be eligible for overtime pay as follows:
- 9.7.2. If required to appear on a scheduled work day at a time other than his/her regularly assigned shift shall receive not less than two (2) hours overtime pay, or, where such required appearance exceeds two (2) hours, any and all time beyond the minimum of two (2) hours shall be compensated at the overtime rate.
- 9.7.3. When an employee is required to appear on a day off, he/she shall be guaranteed a minimum of four (4) hours pay at overtime rates. In the event that the four (4) hour period is exceeded, the employee shall be compensated at the overtime rate for all hours spent before the Civil or Judicial body.
- 9.7.4. For purposes of this Section, Civil or Judicial bodies shall include the following:
- 9.7.4.1. Bureau of Highway Safety;
 - 9.7.4.2. Civil Service Commission;
 - 9.7.4.3. Court(s) of records;
 - 9.7.4.4. Departmental board of Inquiry;
 - 9.7.4.5. Grand Jury;
 - 9.7.4.6. Medical Examiner's Board;
 - 9.7.4.7. Workmen's Compensation Hearings;
 - 9.7.4.8. A person authorized to take depositions for use before a Civil or Judicial Body;
 - 9.7.4.9. Any other Civil or Judicial offices as may be designated by the Director of Personnel.

9.7.5. An employee who is called to answer charges preferred against him/her is not eligible for overtime pay therefore as set forth in Civil Service Regulation 6.1148.

9.8. Work Schedules (Award 1992-1996)

- 9.8.1. Except as provided below, any proposal by the City to modify work schedules shall be submitted for discussion to a joint committee with an equal number of representatives of Local 22 and the City. If no agreement is reached regarding the City's proposal, the disagreement shall be submitted to a mutually agreed upon neutral who shall be required to fully resolve the issues in dispute within ten days of the date of the submission. The City may not implement any terms of its proposal until issuance of the neutral's decision. Any proposal by Local 22 to modify work schedules shall also be submitted to the committee; however, no such proposal will be submitted to the neutral and will not be implemented unless the parties reach agreement.
- 9.8.2. Once during each calendar year, the City shall have the right to change schedules within a recognized work unit without the requirement of a submission to a neutral, provided that affected bargaining unit members are given at least thirty (30) day notice of a change in schedule. A schedule change shall not result in a reduction in the average work week below 40 hours, or in split shifts.
- 9.8.3. Bargaining unit members will be excused from the work schedule change for hardship, provided that this is consistent with the Fire Department's operational needs.
- 9.8.4. The cost of printing work schedule cards shall be paid for by the City.

9.9. Mutual Exchange of Tours. (Award 1980-1982) (Directive 34)

- 9.9.1. A member shall have the right to trade shifts or other days off with another member of the same rank.

9.10. Person for Person Relief. (Award 1984-1986)

- 9.10.1. A member shall, with prior approval of the company officer, have the option of reporting to work up to one hundred and twenty (120) minutes after his scheduled starting time and having presented himself to the fire officer on duty and being declared fit for duty, he/she shall be permitted to begin work at that time, the fire officer shall relieve an outgoing member. The period of time after the normal shift shall not entitle the outgoing member any extra compensation, nor shall the incoming member's pay be affected by same.

9.11. Substitutions.

- 9.11.1. It is agreed that present practice regarding substitutions shall remain unchanged.

10. HEALTH AND WELFARE

10.1. Eligibility

- 10.1.1. Local 22 has selected a jointly administered plan ("Joint Program"). Local 22 may elect to change its selection and accept the City's managed care program ("City Program") by written notice to the Mayor ninety (90) days before the start of any health plan year for the City Program
- 10.1.2. Payments shall be made for each active employee and for each employee/retiree of the categories hereinafter listed:
- 10.1.3. Each employee receiving benefits under Regulation 32 in a secondary position or awaiting placement;
- 10.1.4. Each full-time employee terminating his/her employment after ten years of continuous service to immediately become pensioned under one of the City's pension plans but only as provided in this Agreement.

10.2. Opt-Out

- 10.2.1. A bargaining unit member may choose to opt out of City financed health coverage during specified opt-out periods. Beginning November 1, 1996, opt-out periods shall occur annually from November 1 to December 15, with an effective date of January 1. Any otherwise eligible participant (including employees who are affected by Paragraph F) may waive all health benefit coverage, including dental, optical and prescription, upon presentation to the City on the approved form of proof of adequate alternative coverage. (Award 1996-2000)
- 10.2.2. Any employee who receives such a waiver shall be credited with a buy- back payment in an amount equal to twenty-five percent (25%) of the contribution rate for the waiver period, which payment shall be accumulated and paid to the employee the month of December of each calendar year. This sum shall not be considered as part of a bargaining unit member's base salary. The City shall finance these "buy-back" payments in lieu of a requirement to contribute to the Fire Fighters Joint Program on behalf of such employees. (Award 2005-2008)
- 10.2.3. Upon receiving such a waiver, the waiver shall remain in effect until the employee elects to revoke the waiver. (Award 2000-2002)
- 10.2.4. Drug and Doctors' visits Benefits
 - 10.2.4.1. Effective January 1, 2011, the benefits provided by the Fund shall include prescription drug copayments and doctors' visits copayments in the following amounts.

10.3. Prescription drug

Retail

- Generic - \$5.00
- Formulary Brand - \$10.00
- Non-Formulary Brand - \$15.00

90 Day Mail Order

- Generic - \$10.00
- Formulary Brand - \$20.00
- Non-Formulary Brand \$30.00

10.4. Doctors' Visits

Doctor's Visits - \$15
Specialists Visits - \$25

10.5. Health & Welfare Fund

- 10.5.1. The Local 22 Health & Welfare Fund ("Fund") will adopt methods and practices like those adopted by Law Enforcement Health Benefits, Inc. ("LEHB") including those listed in paragraph 8 below that will maximize containment of health care costs through administrative best practices and adoption of aggressive wellness and disease management programs.
- 10.5.2. The Fund will negotiate with IBC, as well as other service providers, to achieve the most competitive ASO fee, Disease Management fee, Inc. ("LEHB") fee, Claim Fiduciary Fee, any applicable Bundled discounts available and all other terms for self-insured medical benefits. The fund will also evaluate, monitor and conduct market checks to ensure that the Pharmacy Benefit Management vendors are competitive with their pricing, discounts and rebates. The fund will use its best efforts to secure the best possible financial arrangements with any third-party or vendor for the provision of any services provided or administered by the fund. If appropriate, this may include taking steps to retain any discounts under existing benefit contracts. The Fund is expected to use competitive bidding and/or other comparable means, including aggressive negotiation with vendors, to ensure that it has achieved the best possible financial arrangements for all services.
- 10.5.3. IBC, LEHB and/or other entities may serve in advisory capacity to assist the fund in the administration of the self-insured program. This process may include, but is not limited to, the selection of all providers (such as TPA, ASO, stop loss carriers consultants, disease management and other services deemed necessary) by the Fund to implement aggressive cost containment programs. All contractual relationships regarding and arising from self-insurance shall be exclusive between the Fund and the chosen providers.
- 10.5.4. The Fund will conduct "quarterly reviews" to share best practices and explore different ways the Fund will approach the same problems or issues. The fund will review wellness and implement disease management and other care management programs in order to maximize the impact on the participants' health, optimize their delivery system, and compare the cost effectiveness of each and every program. The Fund will contract with a health care consultant in order to develop the analytics necessary to compare the unit costs for hospital and medical services among alternative insurance companies and managed care organization. This will allow a valid comparison of the different firms.
- 10.5.5. The Fund will develop and implement a care management program with the objective of controlling medical costs by addressing the following: consumer health habits, waste, poor quality care, and poor preventive care.
- 10.5.6. Through implementing such care management programs, the Fund will be able to carefully consider and compare all strategies and determine what has been successful. The Fund will be able to gain a better understanding of its plan costs through the analysis of its data in order to establish a strategic action plan for cost containment.

- 10.5.7. The Fund may also contract with LEHB and/or other entities in order to co-administer certain benefits and program.
- 10.5.8. The types of programs that will be offered by the Fund to maximize containment of health care costs and promote healthy behaviors include, but are not limited to, the programs listed at appendix A.
- 10.5.9. The Fund will require bargaining unit employees and their eligible dependents to participate to the extent applicable in all programs offered directly by the Fund and its vendors.
- 10.5.10. All bargaining unit employees will be directed to complete a health risk assessment and obtain and record biometric levels annually. Employees who complete the risk assessment and record their biometric levels by June 1, 2015 will receive a one-time cash payment of \$200.00. Any employee whose spouse completes their activities will receive an additional one-time payment of \$100.00.
- 10.5.11. Local 22 will select an independent third-party to provide health management services, in addition to the services provided by third parties (i.e.: LEHB, IBC, etc.) or a clinician working directly out of the Fund office, whose responsibilities will include review of claims data to identify members as chronic, at risk, or healthy.
- 10.5.12. The health management vendor will provide a list of wellness activities, some of which will be common to all members and some of which will target specific risk characteristics. Employees and spouses will choose from among a lists of wellness activities specific to their risk category. Beginning July 1, 2015, employees who complete at least two wellness activities in each fiscal year will receive a one-time cash payment or \$200. Any employee whose spouse completes their annual wellness activities will receive a one-time additional payment of \$100. For any fiscal year in which the employee wellness participation level equals or exceeds 60% as determined by the health management vendor, the employee one-time cash wellness incentive in the subsequent fiscal year shall increase by \$50.
- 10.5.13. Beginning February 1, 2015 all expenses incurred by the Fund for claims and administration shall be paid by the Fund out of its reserves, not by the city and the city shall have no obligation to make any payments to the Fund, until the Fund has expended \$15 million dollars.
- 10.5.14. Immediately upon completion of the Fund's obligation as outlined in the previous paragraph, the city shall assume the obligation for payment of the Fund's self-insured costs, including the cost of administration, as provided herein.
- 10.5.15. Except as provided herein, the benefits provided by the Fund on and in effect on July 1, 2014 for active and eligible retired firefighters and their eligible dependents shall remain unchanged for the duration of this Award. Nothing in this Award shall preclude the Trustees of the Fund from providing health benefits coverage to the IAFF Local 22 staff of the staff of the Fund, consist with the terms of the Fund's Restated Agreement and Declaration of Trust, provided that Local 22 shall be responsible for the cost of providing such benefits to Local 22 staff and neither the city nor the Fund shall bear any financial responsibility for the cost of such benefits for Local 22 staff. The modification of benefits to achieve specific cost savings, such as a flu shot program, health fairs, etc., shall not be considered a substantive modification to those benefits.

- 10.5.16. The Fund has purchased stop loss insurance at levels appropriate for the Fund's claims experience. The cost of such insurance shall be included in the fund's Related Expenses. If more economical to do so, the fund may in the future stop loss under the umbrella of the City's stop loss contract or through coalition pricing with the City.
- 10.5.17. The Fund shall, at least each calendar quarter or, as soon as reasonably possible after the end of the quarter, provide the City with periodic reports of de-identified information regarding usage and experience in such detail as is reasonably necessary for the City to audit the claims being made and to demonstrate compliance with the payments made. This information shall be considered highly confidential and shall be provided to a designated City representative. It shall be used solely to monitor the aggregate utilization of Fund participants and their eligible dependents under the self-- insured program.
- 10.5.18. The Fund shall transmit the bills it receives for medical, dental, vision and related expenses by the most expeditious means possible to a designated City official. Within three days after presentation of the bill for prescription drug claims and within 15 calendar days after presentation of the bills for other expenses provided for in this paragraph, shall transmit directly to the fund by wire transfer or other agreed-upon method the entire amount necessary to pay the bill as presented in a timely and businesslike manner. The Fund shall be responsible for forwarding the money to the provider with proof payment being made to the City. In that regard it is recognized that different vendors and providers might require different payment dates and cycles. The Fund shall be empowered to obtain such payment dates and cycles as it deems most desirable and advantageous. Any objection the City might raise to such billing shall be resolved independent of the obligation to make such payment and shall not under any circumstance be used to set off or otherwise delay payment.
- 10.5.19. As used herein, the term "Related Expenses" shall mean expenses attributable to the provision of benefits, including TPA, ASO, stop loss, disease management, bundles services, any deposits or advances required by selected vendors, any taxes or fees required as the result of state or federal law, and any day-to-day administrative expenses.
- 10.5.20. Prior to July 1, 2018 and each July 1st thereafter, the Fund shall provide the City with a statement setting forth the actual costs, by category, of medical, drug, dental and vision benefits, Related Expenses and projected incurred claims for the plan year ended on June 30 and the trend to be applied for the upcoming plan year, along with the projected administrative costs and other Related Expenses must be raised by the City within 30 days of receipt of the statement of projected and actual costs. If the dispute cannot be resolved by the parties, either party shall have the right to demand arbitration cover the reasonableness of the projected or actual administrative costs and other Related Expenses
- 10.5.21. Should the Fund return to an insured medical plan by agreement between the city and the Union or by order of or modification of an Act 111 Arbitration award, the City shall be responsible for claims incurred under the self-insured arrangement ordered by the Award, including all claims incurred but not reported ("IBNR") following the termination of the self-insured arrangement, unless a sub sequent Act

111 arbitration award provides an alternate mechanism for the payment of the IBNR claims or by agreement of the parties.

- 10.5.22. Subrogation Claims: There exists approximately \$3,800,000.00 in potential subrogation claims related to alleged work-related medical expenses. Local 22 will assist the City in negotiating with the IBC or other providers the right to claw back any subrogation claim amounts from the City or the Fund.
- 10.5.23. Special One-Time Wellness Incentive: As a special, one-time incentive, and member who completes their health risk assessment and biometric screening (see paragraph 10 above) and completes at least two of the following wellness initiatives on or before December 31, 2015 and submits the required documentation to the City before that due date will receive a one-time lump sum incentive payment of \$800 in addition to the incentive payment in paragraph IO above:
- 10.5.23.1. Complete a smoking cessation program
- 10.5.23.2. Attend at least 4 visits with a registered dietician.
- 10.5.23.3. Complete at least 6 visits with a personal trainer for the development of a personal fitness plan.
- 10.5.23.4. Demonstrate at least 60 visits to a gym, or other fitness facility, including attending fitness classes such as yoga, pilates, etc. (an authorized, legible, signature must be provided for each visit along with a contact phone number).
- 10.5.23.5. Demonstrate completion of at least 4,000 steps a day for at least 180 days in the 2015 calendar year by providing a report from a device which monitors such fitness levels.
- 10.5.23.6. Participate in other programs approved by the Fund.
- 10.5.24. Heart and Lung/ Premium Pay: (Award 2017-2020)
- 10.5.25. Premium pay was created to compensate bargaining unit employees for a work week which is, on average, longer than the week worked by police, and as a corollary to police stress pay. The panel finds that given the gains that have occurred in stress pay for police in past awards, an increase in premium pay for this unit is warranted, but also recognizes that the award already provides a significant financial burden on the City. Therefore, premium pay will be increased by .5 of an hour per week effective July 1, 2018 and by an additional .2 of an hour per week effective July 1, 2019, both of which shall be subject to all of the existing provisions which govern the payment of premium pay. In addition, and for the express purpose of helping to ameliorate the impact on the City from this increase in compensation for bargaining unit employees, the parties will implement the attached Heart and Lung policy.

10.6. *Joint Administration*

- 10.6.1. All benefits and coverages for eligible employees, eligible former employees and their eligible dependents (hereinafter eligible participants) shall be determined exclusively by the Board of Trustees of the Joint Program except as provided above. The Board of Trustees for the Joint Program shall be made up of one-third representation by City Trustees and two-thirds representation by IAFF Trustees. The Joint Trust shall have exclusive authority over medical, dental, optical and prescription benefits offered to qualifying participants; namely, employees, retirees and qualifying dependents except as provided above.

- 10.6.2. All funds paid to the Joint Program by the City under this Agreement and all funds held by the Joint Program shall be held in trust subject to normal fiduciary standards and shall be applied only for the purpose of providing health and welfare benefits of eligible participants.
- 10.6.3. The Joint Program shall keep and maintain (or cause to be kept and maintained) all books and records relating to its health and welfare programs, including any health/medical arrangement under Local 22's control which receives, directly or indirectly, any City financial contributions. City-appointed Trustees shall have full and complete access to all books and records relating to the Fund
- 10.6.4. The Fund shall be subject to annual audit to be conducted by an independent certified public accounting (CPA) firm and/or a qualified employee benefits consulting firm selected by the Board of Trustees of the Program. The City may also, at its own expense, select an independent CPA firm and/or a qualified employee benefits consulting firm to conduct an annual audit of the Fund
- 10.6.5. The escalating costs of health care are of significant concern to the parties. It is therefore incumbent on them to address this concern. The Board of Trustees of the Joint Trust is in the best position to address these issues. No less than two (2) meetings per year of the Board of Trustees will include an in-depth discussion of alternative cost containment strategies with a view toward their implementation.
- 10.6.6. Any funds (excluding funds required to meet incurred but not yet reported claims and pending claims) which have not been expended for health and welfare benefits shall be returned to the City. This includes, but is not limited to, rebates, reserves, returns of premiums, or any money not expended for benefits while under the administration of Local 22 or any health administration program established through Local 22 to provide health benefits to employees, and PFMA, PFME or PFMC

10.7. *Non-Duplication of Benefits*

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

10.8. *Coordination of Benefits*

- 10.8.1. The City and Local 22 shall administer the City Program and the Joint Program (or shall cause each plan to be administered) to provide for maximum coordination of benefits, with the City Program and/or the Joint Program to be the secondary coverage to the maximum extent possible. Steps taken to ensure maximum coordination of benefits shall include, but shall not be limited to, full disclosure by employees of eligibility for health medical benefits through other plans. The coordination of benefits required pursuant to this paragraph shall not result in a reduction of the Monthly Payments to which the Joint Program is entitled pursuant to Article.

10.9. *Covered Retirees*

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

10.10. *Death in Active Status (Award 2005-2008)*

10.10.1. If a bargaining unit member dies after ten (10) years of continuous service as a member of the bargaining unit, the City will continue to make contributions for health coverage eligible dependents of the employee provided such dependents are receiving a survivor's pension, for a period of five (5) years from the date of the employee's death.

10.11. *National Health Insurance*

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

10.12. *Legal Services Fund*

10.12.1. Effective July 1, 2015, the City shall increase the monthly contribution to the Legal Services Fund by three (\$3) dollars from twenty-three (\$23) dollars to twenty- six (\$26) dollars per person. (Award 2013-2017)

10.12.2. The rules governing the Local 22 Legal Fund shall be amended to allow the legal fund to provide representation for members in Heart and Lung Act proceedings, provided that the employee signs an agreement that all attorneys' fees and costs awarded in a workers' compensation proceeding related to the same injury or illness shall be deducted from any and all payments made to the employee under the Heart and Lung Act and shall be solely the responsibility of the employee. This fee deduction from Heart and Lung Act benefits shall only apply as long as the employee is receiving Heart and Lung Act benefits. If Heart and Lung Act benefits cease, but workers' compensation benefits continue, all fee deductions from workers' compensation benefits shall be subject to fee orders of a workers' compensation judge.

10.13. *Life Insurance (Award 2017-2020)*

10.13.1. Effective January 1, 2019, the City's monthly contribution for life insurance for active employees was be increased to twenty-two dollars and twenty-five cents (\$22.25) per employee per month. (was increased by \$4. Dollars)

11. *HEALTH AND SAFETY*

11.1. *Safe Workplace.*

The safe and efficient operation of the offices and premises staffed by employees covered by the agreement has been described as a major concern to both the City and

IAFF Local 22. The parties have recognized that a safe, healthful work environment and safe work practices are essential not only for the efficient management and operation of the Fire Department, but also for the health, safety and morale of members of the bargaining unit. Accordingly, the City will provide all bargaining unit members with safe and healthful conditions of employment that are free from recognized hazards that cause or are likely to cause death or serious physical harm to bargaining- unit members.

11.2. Wellness-Fitness and Hearing-Protection Program.

11.2.1. Administration

- 11.2.1.1. After issuance of this Award, the City will draft a Request for Proposals (RFP) for a provider of regular medical examinations.
- 11.2.1.2. The Union will assist in the drafting of the RFP(s) before it is finalized, provided that this process will take no longer than thirty (30) days after the draft is submitted to the Union for comment. The City has final control over the content of the RFP.
- 11.2.1.3. When the responses to the RFP are received, the Union will have the opportunity to provide input into the selection of the provider, so long as the Union complies with the City's contracting requirements, including the timing of the selection and confidentiality. After reviewing its selection with the Union, the City shall have the ultimate decision-making authority as to which provider is selected.
- 11.2.1.4. A Local 22 Joint Wellness Fitness Committee will be established to oversee the implementation and maintenance of the program. The Committee will be comprised of an equal number of members representing the City and Local 22. The Committee will develop a quality control program to evaluate and/or solicit feedback on the selected providers and Expert Medical Reviewers (see Section VI). The Committee will review any complaints/appeals filed against the provider and may request the removal of a specific physician or provider by the City if necessary.
- 11.2.1.5. Physicians conducting the medical examinations must have an occupational medicine background and familiarity with the requirements of the fire services, will be Board-certified in internal medicine, and will be familiar with NFPA 1582 and 1583.

11.2.2. Implementation of Medical Examinations

- 11.2.2.1. No medical examinations under this program will take place before March 1, 2015.
- 11.2.2.2. The City intends to have medical examinations performed on approximately half of the bargaining unit each year.
- 11.2.2.3. Employees will be sent for examination for all required elements on work time. (Any optional testing identified in Exhibit 2 may be done by employees on their own time and at their own expense.)
- 11.2.2.4. Companies and units will be taken out of service and employees detailed as necessary to schedule the medical examinations without negatively impacting Department operations.

- 11.2.2.5. For the first round of medical examinations, employees who have less seniority in the Department will be selected first (this does not mean that employees who have less seniority in the Department will be selected first (this does not mean that employees will be selected for examination on a given date in order of seniority, rather that the Department will have employees in newer classes selected the first year and employee with more seniority selected in the second year).
- 11.2.2.6. The City and the Wellness Fitness Committee will be provided with de-identified aggregate information regarding the results of the medical examinations as described below.

11.2.3. Mandatory Biennial Medical Exam

Employees will undergo a biennial medical examination with a designated provider in accordance with this section. Following the examination, the physician will certify the results as described below.

11.2.3.1. Medical Exam

- 11.2.3.1.1. Employees are required to cooperate fully with all aspects of the medical examinations required by this Program, including submission to any required testing and execution of any required consent forms.

- 11.2.3.1.2. The required elements of the medical examinations are described in Exhibit

- 11.2.3.1.3. The testing parameters will be consistent with NFPA 1582 and 1583. These requirements may be altered by agreement of the parties.

- 11.2.3.1.4. The purpose of the medical examination is to determine whether the employee is medically and physically able to safely perform the essential functions of his or her job.

- 11.2.3.1.5. Members are encouraged to obtain the treatments and/or screenings described in Exhibit 2 through their health plan when recommended by their physician. However, these items are not mandatory.

11.2.3.2. Physician Responsibilities

- 11.2.3.2.1. One or more physicians will conduct the examination in accordance with this section and all applicable professional standards, including ensuring that the specified diagnostic testing is performed.

- 11.2.3.2.2. Following the examination and receipt and review of all test results, the physician will provide certification on a form provided by the City that all required testing has been performed. The certification form will require the physician to specify whether the member can safely perform the essential functions of his or her job and whether the employee can safely use a self-- contained breathing apparatus or other respirator.

- 11.2.3.2.3. If the physician finds that the employee is not able to safely perform all essential functions of their job duties, the physician shall detail any restrictions on the employee's ability to perform his or her job functions and shall provide the medical documentation on which such a conclusion is based to the City's Medical Director or Fire Department Medical Officer, as directed, who shall make a final determination of fitness for duty. The ability of the employee to drive in non-emergency assignments will be included in the documentation of any restrictions.

11.2.3.2.4. Physicians will provide a copy of all reports to the primary care physician designated by the member. If the member does not designate a primary care physician to whom the records will be sent, the physician shall provide the reports to the City's Medical Director or Fire Department Medical Officer, as Directed.

11.2.3.2.5. Physicians will provide de-identified aggregate data on the results of the required testing on a form provided to the Local 22 Joint Wellness Fitness Committee and the IAFF Wellness Fitness Initiative after the first six months and after that on a monthly basis.

11.2.4. Consequences of the Results of Medical Examinations

The following terms shall apply when evaluating an employee's duty status following the medical examination:

11.2.4.1.1. Full Duty: After the physical examination is completed, an employee determined medically able to fully perform his/her assigned duties shall continue such duties. The assignment of full duty does not imply the employee has no potential or actual medical ailments. The purpose of the medical examination is to identify potential issues and have the employee follow up with his/her personal physician before the condition limits or restricts the employee's ability to perform his/her duties. An employee may therefore be assigned "full duty" status but may also need to follow up with his/her personal physician. In the event that an employee is directed to follow up with his/her personal physician, documentation that the follow-up examination by the employee's personal physician occurred will be provided by the employee to the Nurse Case Manager. A statement of any resulting work restrictions imposed by the physician will be provided by the employee to the City's Medical Director.

11.2.4.1.2. Restricted Duty: After the physical examination is completed, an employee determined to have a medical or physical condition that precludes the employee from safely performing the essential functions of their position, but who can perform other duties, shall be placed on restricted duty.

11.2.4.1.3. No Duty: After the physical examination is completed, an employee determined to have a severe medical condition that precludes the employee from safely performing any restricted duty assignment available in the Department will be assigned "No -Duty" status.

11.2.4.2. Any member who is not medically able to safely perform the functions of the job will be removed from full duty until he or she is found medically capable of safely performing the essential functions of his or her position. It is not the intent of the Philadelphia Fire Department to use this program to discipline any employee.

11.2.4.3. If an employee is placed on restricted duty as a result of the required medical examination, the Department will offer the employee work in Community Risk Reduction or other similar program consistent with the Department's operational needs and the employee's medical restrictions. Employees, including those who are medically restricted from performing such work, will be offered other

restricted duty when consistent with the Department's operational needs and the employee's hours of work and work location.

11.2.4.4. If the employee is placed on restricted duty as a result of the required medical examination or placed on work restrictions for which the Department does not have work available within those restrictions that fits the Department's operational needs, the employee shall be placed on leave and permitted to use the employee's own paid leave time until all paid leave is exhausted. If the employee exhausts his or her paid leave benefits and is still unable to work, the employee may request an additional leave of absence and paid leave from the catastrophic leave bank in accordance with current practice. Any time taken under this paragraph will run concurrently with the employee's leave entitlement under the Family and Medical Leave Act.

11.2.4.5. The provisions shall apply only to employees who are restricted from their regular work duties as a result of the medical examination performed in accordance with this program. Employees who are restricted from working by their own physicians will continue to be handled under the Department's existing policies and procedures.

11.2.5. Rehabilitation and Follow Up Treatment

11.2.5.1. The City will provide rehabilitation for work-related injuries, which will be handled through the City's Injured On-Duty programs (Workers' Compensation, Regulation 32, and Heart & Lung).

11.2.5.2. Individuals are expected to work with their primary care physician to develop and execute a rehabilitation plan for non-work related injuries or illnesses.

11.2.5.3. The medical professional responsible for contacting an employee determined to have a medical or physical condition in need of follow-up treatment will be the Nurse Case Manager. The purpose of the Nurse Case Manager is to guide the employee to effective medical treatment in coordination with the employee's physician.

11.2.5.4. An employee who is assigned Restricted Duty or No Duty status as a result of the required medical evaluation will be required to immediately seek medical intervention from his/her primary care physician. The employee will be required to cooperate with the Nurse Case Manager in order to ensure that the employee will be returned to full duty in the safest and most expeditious manner possible. An employee seeking to return to Full Duty or Restricted Duty will be required to follow normal departmental procedures.

11.2.5.5. If an employee is assigned Restricted Duty or No Duty and the evaluation determines that physical conditioning is a necessary component of the recovery to effectively facilitate the employee's return to work, the employee will be expected to participate in such a program. To the extent that facilities are available, the employee may be permitted to perform activities associated with this physical conditioning program during the employee's Restricted Duty assignment, if appropriate. If an employee on Restricted Duty fails to cooperate in a required conditioning program, the employee may be removed from the Restricted Duty assignment and placed on No Duty status.

11.2.6. Appeals

- 11.2.6.1. The Local 22 Joint Wellness Fitness Committee reviews and has input into the selection of Expert Medical Reviewers for occupational medicine, cardiac medicine, and neurology.
- 11.2.6.2. If an employee placed on No Duty or Restricted Duty status as a result of the required medical examination disagrees with that status, he/she will have the right to appeal the decision to the Local 22 Joint Wellness Fitness Committee.
- 11.2.6.3. In order to appeal the decision, the employee must provide notice to the Committee on an appeal form developed by the Committee. Additionally, the employee must obtain a letter from his/her personal physician specifically acknowledging the medical condition identified during the physical examination and explain why the diagnosis was incorrect, if applicable, and/or why the medical condition will not adversely affect the employee's ability to safely perform the essential functions of his/her position. The letter, along with supporting medical documentation, such as test results, if applicable, must be submitted to the Nurse Case Manager for review and consultation with the Wellness Fitness provider.
- 11.2.6.4. If this process does not result in a resolution of the dispute, the Nurse Case Manager will forward the medical documentation to the appropriate Expert Medical Reviewer for review and determination. The Nurse Case Manager will also forward to the Local 22 Joint Wellness Fitness Committee a notice of expert medical review to alert the Committee to the fact that the appeal is proceeding. The Expert Medical Reviewer will provide a determination about the employee's ability to safely perform the essential functions of his/her position safely. If the employee disagrees with that opinion, a final determination will be made by the City's Medical Director or designee.

11.2.7. Hearing Conservation

- 11.2.7.1. The City will develop a hearing conservation audiometric testing program and through a designated provider will include mandatory baseline and annual audiometric exams performed consistent with the guidelines stated in OSHA 29 CFR 1910.95.
- 11.2.7.2. The provider will provide the City with a certification that the testing was performed and will certify whether the employee's hearing acuity meets minimum guidelines stated in OSHA 29 CFR 1910.95. The provider shall also provide the City with the full report of the individual results of the baseline and annual tests.
- 11.2.7.3. In accordance with the requirements of OSHA 29 CFR 1910.95 (g), results will be provided to the employee if the provider determines that the employee's hearing acuity does not meet those guidelines or identifies any changes or abnormalities in the employee's testing results. The provider shall also provide the interpretation of the auditory testing to the city's medical Director or designee.
- 11.2.7.4. The provider will provide de-identified aggregate data on the results of the required testing on a form provided to the City/IAFF Joint Wellness Fitness Committee and IAFF Wellness Fitness Initiative after the first six months and after that on a monthly basis.

11.2.8. Behavioral Health

11.2.8.1. Counseling shall continue to be made available through the EAP program.

11.2.9. Fitness Program

11.2.9.1. A fitness program will be available for employees to participate in on a strictly voluntary basis.

11.2.9.2. The Local Joint Wellness Fitness Committee will implement a volunteer Peer Fitness trainer (PFT) program and provide certification of selected PFT's through an approved vendor. Those to whom this certification is provided must agree to fulfill this role for a minimum of two years unless rendered medically unable to do so. The City will bear the cost of this certification if no alternative funding source is found. The purpose of PFT's will be to assist other employees who choose to participate in their fitness programs.

11.2.9.3. Fitness equipment will be available at one or more Fire Department facilities for employees to use on strictly voluntary basis during non-work time.

11.2.9.4. Where there is fitness equipment in the station provided by employees, employees will be permitted to exercise at their stations during their shift provided it does not interfere with their work responsibilities. The Department takes no responsibility for the maintenance or management of that equipment and the use of it shall continue to be strictly voluntary.

11.2.9.5. Programs encouraging healthy living and weight control may continue to be offered by the Department and through the Local 22 health fund.

11.2.10. Data Collection

11.2.10.1. The City and Local 22 will receive reports from the medical provider containing de-identified aggregate results of the various components of the medical examination and initial fitness evaluations. The provider will collect the data regarding the medical exams and the MEU will collect any return to work data. Aggregate data will also be provided to the Local 22 Joint Wellness Fitness Committee and the IAFF Wellness Fitness Initiative to analyze positive and negative trends and any issues that the Committee members identify.

11.2.10.2. The Local 22 Joint Wellness Fitness Committee will monitor the program as it is implemented out and make recommendations to the Fire Department for improvements.

11.3. Diesel Fuel Emissions (Award 2000-2002)

11.3.1. The Department will install diesel fuel emission equipment in each fire house in order to effectively exhaust such emissions outside the station houses. It is understood that no personal vehicles shall be parked in the station houses.

11.4. Safety Equipment

11.4.1. Ear Plugs. Adequate ear plugs will be made available to all Firefighters and replaced as necessary.

11.4.2. Bunker Gear. The Fire department shall implement a bunker gear acquisition, cleaning and maintenance program. It will include provision of a second set of bunker gear no less than the quality currently in use for all active Firefighters assigned to fire suppression companies at a cost of no more than \$1 million dollars.

- 11.4.3. Radios. The Fire department shall provide a two-way radio to each active Firefighter while on the fire ground and replace them as necessary.
- 11.4.4. Paramedic/EMT Radios. The Fire Department will provide all Fire Service Paramedics/EMS members with a hand-held, portable radio to be used for communication on calls for service and will replace these items as needed.
- 11.4.5. Personal Equipment. The City will conduct training on and provide each fire suppression bargaining unit member with the following: (1) personal flashlight that mounts to the front of bunker gear, (2) personal escape system equivalent to the one requested by the Union, and (3) 1" tubular nylon webbing.

11.5. *Drug and Alcohol Testing.*

- 11.5.1. The Fire Department shall be permitted to employ a computerized method to randomly test up to fifty percent (50%) of the bargaining unit each year for the presence of drugs or alcohol. Testing shall be in accordance with the protocols, definitions and levels established under Directive 54. Positive results shall be treated in accordance with the disciplinary policies and procedures established by the Fire Department.

11.6. *Hair Test. (Award 2000-2002)*

- 11.6.1. The City shall have the right to include reasonable procedures for hair testing in its existing drug testing procedures.

11.7. *Stress Program.*

- 11.7.1. The City shall add a qualified manager to the Employee Assistance Program.

11.8. *Hepatitis C Testing.*

- 11.8.1. The City will establish and conduct hepatitis testing (including Hepatitis C) for all bargaining unit personnel and retirees. Such testing will be paid for by the City and conducted under confidentiality rules agreed to by the parties or established by law.

11.9. *Hepatitis B Vaccine.*

- 11.9.1. The Fire Department shall establish a program to provide Hepatitis B vaccine in a medically appropriate sequence to all members of the bargaining unit who volunteer for such treatment. Such vaccinations shall be provided by the Department on the job. Employees newly hired to bargaining unit positions shall receive such treatment on a mandatory basis.

11.10. *Health Care*

- 11.10.1. In light of the impressive strides which have been made in moderating health care costs over the term of the last award which has led to the Local 22 Health Fund having assets in excess of \$15 million while providing outstanding benefits to members and their families, the City shall not be responsible for the payment of any expenses for administration or claims paid for the first full month following the issuance of the Award.

- 11.10.2. To allow bargaining unit employees to also reap the benefits of Local 22's management of its health fund and in light of the additional pension contributions being required of current employees by this Award, each non-probationary bargaining unit employee on the active payroll as of the date the Award is issued shall receive a one-time cash payment equal to the amount of the Health Fund expenses (claims and administration) for the month in question under paragraph 4(a) divided by the number of non-probationary bargaining unit members on the active payroll as of the date the Award is issued. The payment shall be paid within 60 days of the later of Local 22 providing a statement of the Health Fund expenses (claims and administration) for the month in question under paragraph 4(a) or passage of the ordinance implementing the pension changes in paragraph 3.
- 11.10.3. During the term of the Award, the special one-time \$800 incentive in the 2013- 2017 Award for employees to engage in certain defined wellness activities shall be available to employees first hired by the City of Philadelphia Fire Department on or after January 1, 2017. Employees hired between January 1, 2017 and the date the Award is issued shall have 6 months from the date the Award is issued to complete the required activities to qualify. Employees hired after the date the Award is issued shall have 6 months from their hire date to qualify. All other terms and conditions of the Wellness Fitness Program will remain in effect.

12. SICK LEAVE

12.1. Allowance (Award 1992-1996)

- 12.1.1. Each employee hired prior to July 1, 1992, shall earn sick leave at the rate of fourteen (14) hours for each calendar month up to a maximum of one hundred sixty-eight (168) hours per year.
- 12.1.2. Each employee hired on or after July 1, 1992 shall earn sick leave at the rate of ten and one-half (10.5) hours for each calendar month up to a maximum of one-hundred and twenty-six (126) hours per year.
- 12.1.3. Sick leave shall continue to be earned and accrued during any leave of absence with pay, period of authorized sick or vacation leave or absence due to a service- connected disability (except as may be otherwise provided by Civil Service Regulation 32 in the case of service- connected disability).

12.2. Accrual

- 12.2.1. Any sick leave which is not used in any year may be accumulated in the following manner:
Sick Leave. The restriction on accrual of sick leave for members with balances above 1890 hours is removed. (Award 2008-2009)
- 12.2.2. Employees who have been in pay status for the entire calendar year shall receive additional sick leave credit in their sick leave bank according to the following formula:
- 12.2.2.1. Employees who use no sick leave during the previous calendar year shall receive an additional 16 hours of sick leave in their sick leave bank;

- 12.2.2.2. Employees who use sick leave during the calendar year that totals 4 incident days or less shall receive an additional 8 hours of sick leave in their sick leave bank;
- 12.2.2.3. Employees who use sick leave during the calendar year that totals more than 4 incident days shall receive no additional sick leave.
- 12.2.2.4. An incident day is defined as a shift of either 10 or 14 hours. (Award 2005-2008)

12.3. Conversion to Vacation Leave.

Each full-time employee may convert accumulated sick leave to vacation leave, provided the employee maintains a balance of at least six hundred forty (640) hours of accumulated sick leave. This conversion shall be permitted up to a maximum of forty-eight (48) vacation hours each calendar year and must be converted in accordance with the following schedule:

SICK LEAVE TO VACATION LEAVE

96 hours	48 hours
72 hours	36 hours
48 hours	24 hours

Employees converting earned but unused sick leave to vacation leave shall notify the Departmental Personnel Office of this conversion between December 15 and January 15 of each year of this Agreement. This conversion can only be accomplished during this time period. The scheduling of this vacation leave shall be in conformity with the provisions of Regulation 20 of the Civil Service Regulations.

12.4. Payment For Unused Sick Leave.

The City shall be required to pay an employee upon retirement or to the beneficiary of an employee who dies while in active service an amount equal to the following:

- 12.4.1. Sick Leave Exchange. For employees who retire on or after the date of the Award, the existing formula for payment of accumulated sick leave at retirement shall be amended so that employees shall be compensated at 50% of their accumulated sick leave at retirement, except that employees who have accumulated 2,500 hours or more of sick leave at retirement shall instead be compensated at 60% of all such time.
- 12.4.2. These hours shall be compensated at the hourly rate of pay prevailing at the time of retirement or death based upon forty hours work week and shall be paid within thirty (30) days of separation.

12.5. Sick Leave Policy.

The Fire Department will abide by the Managing Director's Sick Leave Policy of 1984 as amended in 1992. Provisions of the Fire Department's directive that are inconsistent with the managing Director's Sick Leave Policy will be revised to conform with that policy.

12.6. Requirement of Sick Slips

12.6.1. Medical Certificate Requirement: Employees shall not be required to present a medical certificate for sick leave usage occasions of 2 incident days or less. This does not apply to employees on the Excessive Use of Sick Leave List, who shall continue to be required to submit a medical certificate for all sick leave used while on the Excessive Use List. (Award 2005-2008)

12.6.2. If an employee becomes ill on a Saturday, Sunday or holiday, he or she may have an additional forty-eight (48) hours to secure a "sick slip" for a total of seventy-two (72) hours.

12.7. Sick Leave Reduction Incentive.

12.7.1. If the average number of sick days used per employee in the Fire Department in a calendar year is 20% less than the average number of sick days used in the prior calendar year, then all employees in the department will be eligible for the following bonus:

12.7.1.1. An employee who uses no sick time will receive two (2) Administrative Leave days.

12.7.1.2. An employee who uses less than five (5) days of sick time will receive one (1) Administrative Leave day.

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

12.8. Sick Checks (while on Sick Leave)

The Fire Department shall not perform a "sick check" on any bargaining unit member if that member has in excess of 1,200 accrued unused sick leave hours.

12.9. Pattern Abuse: (Award 2005-2008)

Under the Managing Director's Sick Leave Policy as it applies to uniformed employees of the Fire Department, pattern abuse shall be deemed to include sick leave usage covered by a medical certificate. The Fire Department shall also be permitted to review sick leave over the preceding two calendar years to identify pattern abuse for purposes of placing employees on the Excessive Use of Sick Leave List.

12.10. Overtime. (Award 2013-2017)

Effective January 1, 2015, employees who use uncertified sick leave will not be permitted to work voluntary overtime for the two weeks following their return to work.

12.11. Catastrophic Illness Bank.

The parties will create and implement a sick leave bank for use by bargaining unit members who are suffering from the effects of catastrophic illnesses, which will be modeled on the sick leave banks used for other City Unions. Members may contribute vacation hours to the bank, with no City match. (Award 2005-2008)

Catastrophic illness bank withdrawals may be used to cover sick leave used by employees. The Union and the City shall work together through a joint committee consisting of equal representation from the Union and the City to develop the structure and policies for the catastrophic illness bank, including rules governing employee contributions to and withdrawals from the bank. Contribution periods will coincide with the yearly period for conversion of sick leave to vacation time. (Award 2005-2008)

Within 3 months after the Award is issued, the parties shall form a Joint Labor Management Committee consisting of 3 members representing the Union and 3 members representing the City to discuss application of the Managing Director's Sick Leave Policy and the rules governing the Catastrophic Leave Bank.

13. VACATION LEAVE

13.1. Allowance.

Employees who regularly work two ten and two fourteen-hour schedules will receive forty-eight (48) consecutive hours off for each vacation week earned. The accrual of vacation time commences as of the initial date of appointment and an employee shall be entitled to actual time off after six (6) months service. (Award 1980-1982) Vacation shall be earned at the following rates:

- 13.1.1. An employee with less than nine (9) full years of service shall earn vacation at the rate of eight (8) vacation hours for each calendar month of service.
- 13.1.2. An employee with more than nine (9) but less than fourteen (14) years of continuous service shall earn vacation at the rate of twelve (12) vacation hours for each calendar month of service.
- 13.1.3. An employee with fourteen (14) full years of continuous service or more shall earn vacation at the rate of sixteen (16) vacation hours for each calendar month of service.
- 13.1.4. Vacation leave shall continue to accrue during leaves of absence with pay and during the time an employee is on authorized sick leave and vacation leave.

13.2. Accrual (Award 1990-1992)

Any vacation leave which is not used in any year may be accumulated; provided; however, that an employee shall- not be permitted to have to his/her credit more than seventy (74) vacation days, i.e., five hundred-ninety (592) hours of vacation at the end of a calendar year.

13.3. Utilization of Vacation Leave.

- 13.3.1. The City shall make every effort to increase the number of out of season vacations from the present level of thirty (30) and nine (9) to fifty (50) Firefighters and fifteen (15) Officers.

- 13.3.2. The scheduling of an employee's third and fourth week of vacation during the off season shall be by seniority within his or her division. (Award 1982-1984)
- 13.3.3. The priorities for out of season vacations shall be on the following basis: (Award 1984-1986)
- 1st priority, fourth week;
 - 2nd priority, third week;
 - 3rd priority, both out of season;
 - 4th priority, one out of season;
 - 5th priority, sick conversion;
 - 6th priority, carry over from previous years.
- 13.3.4. Employees hired between July 1, 2014 and June 30, 2017 will not be guaranteed vacation during the period of the Summer Vacation Schedule from May 1 to September 30 annually during their first two (2) years of sworn employment in the Fire Department (i.e., two (2) years from graduation from the Fire Academy) and will be scheduled for vacation based on an even distribution of vacations during the calendar year. During their next three (3) years of sworn employment in the Fire Department, these employees will be guaranteed one week of vacation during the period of Summer Vacation Schedule. (Award 2013-2017)
- 13.3.5. Employees hired on or after July 1, 2017 will not be guaranteed vacation during the period of the Summer Vacation Schedule from May 1 to September 30 annually during their first 3 years of sworn employment in the Fire Department (i.e., 3 years from graduation from the Fire Academy) and will be scheduled for vacation based on an even distribution of vacations during the calendar year. During their next 2 years of sworn employment in the Fire Department, these employees will be guaranteed 1 week of vacation during the period of the Summer Vacation Schedule. (Award 2017-2020)

13.4. *Vacation Period Purchases.*

During high vacation usage periods, the Fire Department may offer to purchase vacation periods from employees who are scheduled for vacation. The number of tours to be purchased and the time period covered shall be set by the Commissioner. Employees shall receive full pay for the vacation period purchased and shall have their bank of vacation leave reduced accordingly. No other employee shall be permitted to utilize the vacation slot vacated by the employee whose vacation has been repurchased by the Department.

13.5. *Vacation Leave - Individual Day Basis. (Award 1988-1990)*

Members who have exhausted their Administrative Leave balances will be permitted to utilize earned vacation leave on an individual day basis with Departmental approval.

13.6. *Vacation Leave - Educational Purposes. (Award 1988-1990)*

Members enrolled in a Fire Science program may be permitted to utilize earned vacation time on a partial day (hourly basis) to attend classes, with Departmental approval, provided Administrative Leave balances are exhausted.

13.7. *Use of Vacation Leave Upon Expiration of Sick Leave.*

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

13.8. *Payment of Accumulated Vacation Leave Upon Retirement.*

Any employee who leaves the City's service in order to retire under the Municipal Retirement System shall exhaust the balance of his/her earned and unused vacation leave or the employee may choose a lump sum payment.

13.9. *Payment of Accrued Vacation Benefits for Disability (Award 2009 – 2013)*

Any bargaining unit member retiring as a result of a work-related disability shall be entitled to payment for any accrued, unused vacation.

13.10. *Payment of Accumulated Vacation for Employees Other Than Retiring Employees: (Award 2009-2013)*

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

14. *ANNUAL ADMINISTRATIVE LEAVE*

Each employee shall, in each year ending June 30, be granted thirty-six (36) hours of annual leave with pay, in the form of administrative leave, for any purpose at any reasonable time.

Such administrative leave, if unused in any such year, shall be neither accumulated from year to year, nor compensable at time of separation. Except that new employees who are appointed to entry level classes commencing between September 1st and December 31st of each year, shall be permitted to carry forward earned but unused administrative leave time into the fiscal year following their appointment.

Members shall use earned paid leave other than sick leave in accordance with the following priority list:

Carried forward AL time first;

Other AL time second;

All other earned time.

15. *HOLIDAY COMPENSATORY TIME*

15.1. *Defined.*

Uniformed fire employees shall receive, in lieu of the twelve (12) holidays specified below, compensatory time off with pay on an hour per hour basis aggregating, during a full calendar year, one-hundred six (106) hours.

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Presidents Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Veterans Day	Birthday

15.2. Election and Accumulation

- 15.2.1. For accrued holiday time not utilized at the end of the calendar year, the employee shall elect to be paid in cash in January of the following year, or to carry over and accumulate unused holiday time up to one hundred six (106) hours. Payment shall be made consistent with past practice. (Award 1996-2000)
- 15.2.2. Forced Holidays. An employee may not be forced to take a holiday if forcing that holiday would bring the employee's holiday time balance below one hundred and twenty-four (124) hours. (Award 1986-1988)
- 15.2.3. An employee shall not be forced to take a holiday unless he or she is given at least seven (7) days prior notice.
- 15.2.4. An employee who requests and is granted a holiday for a shift shall be charged for eight (8) hours of holiday compensatory time. The remaining hours of the shift, either two (2) hours on a day shift or six (6) hours on a night shift, shall be accounted for as excused paid leave that shall not be charged against the employee's accumulated leave balance. For example, an employee scheduled to work a twelve (12) hour night tour and who requests and is granted a holiday shall be charged for 8 hours of holiday time. The remaining six (6) hours shall be accounted for as paid excused time which is not deducted from the employee's accumulated leave bank. Approval of any request for holiday leave shall continue to be at the sole discretion of the department according to past practice. Utilization of holiday hours to pay for suspensions, however, shall continue to be on an hour-for-hour basis. (Award 1996-2000)

15.3. Payment of Accumulated Holiday Time Upon Retirement. (Award 1996 - 2000)

Employees shall exhaust all earned and unused holiday time at the time of retirement or receive a lump sum payment as compensation at the employee's option. Payment shall be made consistent with past practice.

15.4. Payment of Accumulated Holiday Compensatory Time for Employees Other Than Retiring Employees. (Award 1996-2000)

An employee who leaves the City's service for any reason other than to retire under the Municipal Retirement System shall receive payment in a lump sum for earned holiday time not utilized by the date of separation payable at the salary rate in effect at the time of separation. Payment shall be made consistent with past practice.

16. FUNERAL LEAVE

16.1. Immediate Family.

Employees shall be entitled to funeral leave commencing on the day when there is a death in his/ her immediate family, up to 8:00 a.m. of the day following the funeral. In extraordinary circumstances, where an unusual period of time elapses between the date of death and the date of burial, the amount of funeral leave granted will be determined by the Department.

16.2. Family Member Other Than Member of Immediate Family.

In the event of the death in an employee's family involving other than his immediate family, he shall be granted funeral leave for one tour of duty to attend either the viewing or the funeral, whichever is needed. If the viewing is scheduled when a member is working a night tour, he/she may be excused from duty for that night tour; if the funeral is scheduled when a member is working a day tour, he/she may be excused for that tour; if circumstances arise where a viewing is scheduled on the night of an employee's second day tour and the funeral is scheduled on the day of his first night tour, he/she shall be excused from duty for the first night tour. In the death of a relative or in-law residing in an employee's home, the same procedure for leave time shall prevail as in the case of a death occurring in the employee's immediate family.

16.3. Immediate Family Defined.

For purpose of this Article, "immediate family" shall include spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparent and grandchild.

16.4. Simultaneous Viewing/Funeral.

If viewing and funeral are on the same day and the employee is scheduled for a night tour of duty on the immediately preceding day or on the same day, he/she shall be excused from duty for that tour with pay.

17. JURY DUTY AND COURT DUTY

17.1. Jury Duty.

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

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

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

18. *MILITARY LEAVE*

Military leave shall be governed by the provisions of Section 22.08 of the Civil Service Regulations.

19. *UNION LEAVE*

19.1. *Elected Officials.*

An employee who is serving as a full-time elected officer of the Union, shall upon written application to his appointing authority, be granted a leave of absence without pay for the period of such service. The leave of absence shall be valid only for the period that the employee has been elected to serve as a full-time officer of the Union. If an employee is re-elected as a full-time officer, the leave of absence without pay shall again be granted upon written application to the appointing authority. Notices of all leaves of absence granted under this provision shall be filed with the Personnel Director. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the Union. (Award 1978-1979)

Time off without pay shall be granted to a maximum of ten (10) Union officials for the purpose of attending national conventions, and to a maximum of five (5) Union officials for the purpose of attending state conventions or attending seminars.

Active employees who take leave without pay for Union business on the last scheduled work day before or the first scheduled work day following a holiday shall continue to be eligible for holiday compensatory time.

19.2. *Appointed Officials.*

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

20. *COMPENSATION*

20.1. *Basic Salary (Award 2017-2020)*

- 20.1.1. Effective July 1, 2017, there shall be a three and one fourth percent (3.25%) across-the-board increase in the bargaining unit's pay schedule.
- 20.1.2. Effective July 1, 2018, there shall be a three and one-half percent (3.5%) across-the-board increase in the bargaining unit's pay schedule.
- 20.1.3. Effective July 1, 2019, there shall be a three and three fourths percent (3.75%) across-the-board increase in the bargaining unit's pay schedule.
- 20.1.4. Starting Progression. The starting progression of fire fighters and shall be made equal to that of police officers, effective July 1, 2000. Bargaining unit members will progress from Step 1 to Step 2 of the starting salary progression upon completion of ten (10) months of employment, including time spent at the Fire Academy. This progression is limited to employees in the classification of Firefighters, Fire Service Paramedics, and Emergency Medical Technicians.

20.2. *Premium Pay*

- 20.2.1. Bargaining unit employees shall be paid for forty two hours based on the forty two hour rate plus four (4) hours based upon a forty (40) hour rate.
- 20.2.2. Premium Pay shall be included in pensionable earnings up to 6% of pay subject to the existing methodology for calculating pensionable earnings. (Award 2013-2017)

20.3. *Salary Differentials*

- 20.3.1. The percent differentials between uniformed ranks as set forth in the Salary Schedule shall be maintained.
- 20.3.2. A member of the bargaining unit who is assigned to a HazMat Company and who is qualified as a member of the HazMat Company shall receive an extra three percent (3%) increase in his base pay so long as he or she is assigned as a member of a HazMat Company.
- 20.3.3. Work In A Higher Rated Classification. An employee working in a higher rated classification shall receive the rate of pay of the first step of the higher class for all hours worked.
- 20.3.4. Night Shift Differential (Award 2013-2017) Effective January 1, 2015, Fire Service Paramedics who are permanently assigned to the night shift will receive a differential of \$1.50 per hour for hours worked on the night shift the differential will not be paid for other employees working overtime on the night shift or when fire service paramedics who are permanently assigned to the night shift work overtime or a detail on any other schedule.
- 20.3.5. Effective January 1, 2016, Emergency Medical Technicians who are regularly assigned to the night shift shall receive a night shift differential on the same basis as Fire Service Paramedics. (Cannot find in the 2013-2017 Award was this agreed upon outside the award) (If so this should be re designated as 4#2 instead of 5)
- 20.3.6. Paramedic Preceptors: (Award 2013-2017) Effective January 1, 2015, fire service paramedics shall receive out of class pay for all hours worked when assigned to serve as a preceptor. The Fire Department shall seek volunteers to serve as preceptors and will mandate any fire service paramedic to serve as a preceptor only if becomes

necessary. In the unlikely event that it becomes necessary to mandate a paramedic to serve as a preceptor, the assignment will be made by reverse seniority.

20.4. Longevity: (Award 2008-2009)

During the term of this agreement longevity payments shall be made as follows:

No. of Years	Longevity
1-2	None
3-4	3.3%
5-9	3.8%
10-14	4.5%
15-19	5.2%
20-24	5.7%
25-29	6.3%
30-35	6.8%

20.5. Payroll Procedures: (Award 2005-2008)

20.5.1. Effective January I, 2007, payroll enclosures will identify accumulated vacation, sick and holiday leave.

20.5.2. Each pay period, employees will be provided with a statement of dates and hours worked at different rates during that pay period. (Award 2008-2009)

20.6. Pay Date: (Award 2017-2020)

The City shall have the right to change the schedule of pay dates. The City will provide at least 90 days' notice of any changes and meet with the Union to discuss the transition.

20.7. Payroll Issuance: (Award 2017-2020)

All employees shall be paid through direct deposit or receive a "pay card" instead of a live paper check. Once the City has the ability to provide employees with electronic access to their payroll information (through an employee self-service module), there will no longer be paper stubs issued.

21. Uniform Allowance - Maintenance and Replacement (Award 2013-2017)

21.1. Uniform Maintenance. Employees shall receive a uniform maintenance allowance five hundred fifty dollars (\$550) per year, to be issued by July 15 of each year.

21.2. Uniform Replacement. Employees shall receive a uniform replacement allowance in the amount of five hundred fifty dollars (\$550) per year, to be issued by August 15 of each year under the following conditions:

Each year, at least 90 days prior to the issuance of the uniform replacement check, each member will be required to pass a clothing inspection and show a sufficient number of both work and dress clothing items to ensure a uniformed and professional appearance at

all times. The numbers and items displayed for inspection will be determined by the Fire Department. Those members passing inspection will be approved to receive the uniform replacement allowance. Those persons not displaying appropriate uniform items will be required to purchase those items and present them to the appropriate authority before a uniform replacement allowance check will be issued.

- 21.3. The Union may solicit vendors to set prices and supply the required items. The final approval of all uniformed items will be made by the Fire Commissioner.
- 21.4. In the event of a mandatory uniform change, employees will receive a standard issue of any changed item(s) without cost to the employee. With the exception of the Class A uniform, employees will be allowed to use the outdated apparel for two years after issuance of the new uniform item(s).
- 21.5. The City will continue to supply all required "Running Gear" including boots, helmets, work gloves and running coats.
- 21.6. The Fire Department policy allowing tee shirts and sweat shirts will continue.
- 21.7. Clothing Issue for New Hires and Promotes. New firefighter recruits shall be supplied all clothing requirements at the City's cost. Newly promoted members shall be supplied with adequate amounts of any required uniform change.
 - 21.7.1. Fire Paramedics- Foul Weather Coats. The Fire Department shall provide foul weather coats to employees in the Fire Paramedic series of classes. In addition, four foul weather coats will be placed, on each Basic Life Support Unit for the use of Firefighters assigned as EMTs.
 - 21.7.2. Fire Paramedics - Bullet Proof Vests. The City shall supply bullet-proof vests to each paramedic which must be worn while on an emergency response.

22. PENSION AND RETIREES' BENEFITS

22.1. Pension

22.1.1. General

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

22.1.2. Current Employees

There will be no change to the pension benefits for current employees.

22.1.3. New Employees

At the time of hire, all employees hired on or after October 12, 2010 shall make a one-time, irrevocable election between participating in Plan A (also known as Plan 87) as defined in the Philadelphia Retirement Code as of July 1, 2009, except as modified below, or participating in a new plan of benefits called Plan 10, which shall be made part of the Retirement Code. The Union will be given a reasonable opportunity to address a newly-hired employees before employees are asked to submit their election.

- 22.1.3.1. Revised Plan A. Employees who elect to participate in Plan A shall be subject to all the terms of Plan A as set by the Retirement Code in effect as of July 1, 2009, except that they shall be required to make an employee

contribution in the amount of six per cent (6%) of their pensionable earnings on equal terms as those set forth in Ordinance 100286 for uniformed employees of the Police Department.

- 22.1.3.1.1. New Plan 10. The terms of Plan 10 shall be implemented to correspond with those set forth in Ordinance 100286 for uniformed employees of the Police Department, which includes the following changes to Plan A:
- 22.1.3.1.2. Employee Contribution. A 5.5% employee contribution for the first 20 years of service, and no employee contribution thereafter.
- 22.1.3.1.3. Normal Retirement Benefit. A defined benefit equal to 1.75% multiplied by the average final compensation for the employee, multiplied by up to a maximum of 20 years of service.
- 22.1.3.1.4. Average Final Compensation. The average of the employee's five (5) highest annual compensations calculated for either five (5) calendar years or five (5) anniversary years.
- 22.1.3.1.5. After twenty (20) years of credited service, employees will no longer earn credited service, will no longer make contributions to the pension fund and their average final compensation shall not increase.
- 22.1.3.1.6. Voluntary Defined Contribution Plan. Employees may make voluntary contributions to their accounts under the City's 457 Plan. For each fiscal year, the City will make a contribution to a defined contribution plan individual account of 50 cents on the dollar for each dollar contributed by the employee to his 457(b)-plan account, up to a maximum City matching contribution of 1.5% of compensation.

22.2. *Minimum Pension*

- 22.2.1. The minimum pension for widows shall be Two Hundred and Fifty Dollars (\$250.00), effective July 1, 1987.
- 22.2.2. (Award 2013-2017) The minimum pension for retirees with 20 or more years of services or those receiving a service-connected disability pension will be increased to \$1000 per month. Only the initial unadjusted monthly pension amount shall be subject to this minimum, and the amount is prior to any division of the pension by court order (including a Domestic Relations Order) or agreement by the member.

22.3. *Survivor Pension Benefits (Award 2005-2008)*

Effective July 1, 2006, the City will revise Fire Plan 87 by adding the unreduced, 50% Survivor Benefit Option ("Option 4") that is contained in Fire Plan 67. (Award 2005-2008)

22.4. *Premium Pay*

Effective January 1, 2015, premium pay shall be included in pensionable earnings up to 6% of pay subject to the existing methodology for calculating pensionable earnings.

22.5. *Pension Contributions: (Award 2017-2020)*

- 22.5.1. Effective July 1, 2017, the existing employee contributions towards pension benefits shall be increased by .92% for employees in Plan A and Plan '10 hired or

rehired (in accordance with existing treatment of rehired employees under the pension ordinance on or before June 30, 2017. The increase shall be calculated based on the employee contribution rates which would otherwise be in effect as of July 1, 2017 for each employee.

22.5.2. Effective July 1, 2018, the existing employee contributions towards pension benefits shall be increased by an additional .92% for employees in Plan A and Plan '10 hired or rehired (in accordance with existing treatment of rehired employees under the pension ordinance) on or before June 30, 2017.

22.5.3. The contribution rate for employees hired or rehired (in accordance with existing treatment of rehired employees under the pension ordinance) on or after July 1, 2017 shall be increased by 2.5% over the employee contribution rate which would otherwise be in effect as of July 1, 2017 for each employee, not including the increase described in paragraph 3(a), which will not apply to employees hired on or after July 1, 2017.

22.5.4. All contribution increases which are directed by this Award will be in addition to, rather than offset, the City's required contributions under the MMO. Accordingly, in calculating the MMO each year, the City will not include the amount of these additional contributions in calculating its required contribution.

22.5.5. No changes in employee contributions will be made for employees in Plan X (except that rehires will be treated in accordance with 3(c) above).

22.6. *Retirees' Benefits*

22.6.1. Retiree Health Benefits

Any bargaining unit member terminating his/her employment to immediately become pensioned under the City Pension Plan with ten (10) years or more of continuous service shall be entitled to have the City continue making his/her health, medical, dental, optical and prescription payments for five (5) years following retirement, as provided for in the Health and Welfare Benefits article of this Agreement. In the event a retired employee dies within this five (5) year period, benefits for his/her spouse and dependent children shall continue for the remainder of the five (5) year period as provided for in Civil Service Regulation 27.0117.

In addition, the employee may elect to defer receipt of the coverage. Deferred coverage shall be for a continuous five year period. The election must be made in writing to the City on a form in conformance with a procedure to be established by the City. An individual's election to begin deferred coverage must be exercised during the open enrollment period of the relevant health insurance plans and may not be exercised during any year in which the City has made contributions on the employee's behalf for health and medical coverage. Retired members who elect to defer all or part of their retiree medical coverage will be entitled to receive the same months of coverage upon request, regardless of the contribution rate in place at the time of the redemption.

22.7. *Sick Leave Conversion*

Retiree Medical - Sick Leave Exchange. For employees who retire on or after the date of the Award, the existing formula for payment of accumulated sick leave at retirement shall

be amended so that employees shall be compensated at 50% of their accumulated sick leave at retirement, except that employees who have accumulated 2,500 hours or more of sick leave at retirement shall instead be compensated at 60% of all such time. (Award 2008-2009)

Employees who separate from City service after the effective date of this Award and who are otherwise eligible for five years of post-retirement health and medical coverage may purchase extended coverage by exchanging accumulated sick leave for each six-month period of extended coverage. [2000-2002] The number of compensable sick leave hours for members who retire will be determined by applying the existing cash-payment formula. Those compensable hours may be used to purchase extended retiree medical coverage, according to the following schedule: (Award 2005-2008)

Pay Ranges	Hours of Post-Formula Sick Leave Required For 6 Months of Additional Health Insurance
303, 313, 399	120
304,314,350	110
305,306	105
307	95
308	80
309	70

Remaining unused sick leave hours after the retiree-medical conversion may be cashed out according to the current cash out formula (Award 2005-2008)

22.8. *Deferral of Coverage: (Award 2005-2008)*

Retired members who elect to defer all or part of their retired medical coverage will be entitled to receive the same months of coverage upon request regardless of the contribution rate in place at the time of redemption.

22.9. *Joint Retiree Trust Fund*

The City will make a lump sum payment to the Retiree Trust Fund of 2.65 Million Dollars within sixty (60) days of the Award and 2.65 Million Dollars on each July 1, 2018 and July 1, 2019. (Award 2017-2020)

Only retirees who are not receiving or deferring City contributions for health and welfare benefits shall be eligible for payments from the Joint Retiree Trust. The details of the Joint Retiree Trust Fund shall be determined by the Board of Trustees. The City may appoint up to 20 percent of the Board. Eligible former employees and their eligible dependents shall be made up of one-third representation by City Trustees and two-thirds representation by FOP Trustees. [2002-2005] The City-appointed Trustees shall have full and complete access to all books and records relating to the Joint Retiree Trust Fund. The Joint Retiree Trust Fund shall also be subject to an annual audit to be conducted by an independent CPA

firm selected by the Board of Trustees. The City may also, at its own expense, select an independent CPA firm to conduct an annual audit of the Joint Retiree Trust Fund.

22.10. *Badges Upon Retirement*

Badges will be given by the Fire Department to each member who goes on pension, at no cost to the member.

22.11. *Post-Retirement Health Care*

Retirees/ spouses who are or become eligible for Medicare and who are receiving City-paid coverage will be encouraged by the Local 22 Health Fund to enroll in Medicare Part A and Part B when they become eligible. Upon doing so, the City's contribution to the Health Fund on account of such retiree (and spouse /eligible dependent, as applicable) will be the amount of the Medicare Part B premium and the cost of a supplemental plan (including prescription, dental and vision) that will be made available to the retiree (or spouse/ eligible dependent) for so long as they are eligible for City-paid coverage. Enrollment in the supplemental plan (in addition to the benefits provided by Medicare) will not result in coverage that is greater than what is provided by the Health Fund to those who are not enrolled in Medicare. The City will continue to pay the cost of the benefits for retirees and/or dependents who are not Medicare eligible or who do not enroll in Medicare for so long as they are eligible for City-paid coverage. The terms of this paragraph will also apply to any retiree /spouse who has enrolled in Medicare prior to the date the Award is issued and is still receiving City-paid coverage.

23. *DISABILITY/LINE OF DUTY DEATH*

23.1. *General.*

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

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

23.1.1. Disability Pension Setoff: The City will eliminate the contractual dollar setoff applied to outside income earned by individuals with permanent service – connected disabilities. (Award 2005-2008)

23.2. *Temporary Service Connected Disability*

23.2.1. Heart and Lung Act. All members injured in a service-connected disability will be compensated in accordance with the Heart and Lung Act, 53 P.S. 637.

23.2.2. Heart & Lung Act Claims. The City and Local 22 will develop and implement by no later than September 1, 2006, a procedure for the administration and adjudication of claims for temporary service-connected disabilities. The procedure shall comply with the Heart and Lung Act including but not be limited to the requirement that no bargaining unit member be removed from Heart and Lung status without a final adjudication on their continued entitlement to those benefits, which will be convened before a finder of fact or hearing body acceptable to both the City and Local 22. In the event that the City and Local 22 are unable to agree to such a procedure by September 1, 2006, then the administration and adjudication of such claims shall be subject to the terms of the agreement between the City and FOP, Lodge No. 5 covering administration and adjudication of claims for temporary service-connected disabilities, unless some other procedure is agreed to by the City and Local 22.

Between February 1 and 15 each year, either party may strike one of the designated neutral arbitrators. If the parties are unable to agree upon the identity of the replacement, either party can request the American Arbitration Association to provide the parties with a list of three arbitrators from which a replacement shall be selected in accordance with the procedures utilized to select an Act 111 arbitrator, except that the parties shall alternate which party shall have the first strike of the list, starting with a coin toss to determine which party strikes first for the first such replacement arbitrator.

23.3. *Permanent Service-Connected Disability*

23.3.1. Partial Disability. A partially disabled employee must be available for and cooperate with placement by the City in a secondary position and shall provide the City with reports from his/her physician regarding any medical restrictions. Pending such placement, disability pay shall be calculated in accordance with paragraph b above. If the employee has not been so placed within 6 months from the date of determination of permanent disability (extendable to 12 months in the City's sole discretion), he/she shall be separated from employment with the City and may apply for a service connected disability retirement benefit.

23.3.2. Total Disability. An employee determined to be totally disabled shall be separated immediately from employment with the City and may apply for a service-connected disability retirement benefit.

23.3.3. Disability Payment of Accrued Vacation Time Benefits: Any bargaining unit member retiring as a result of a work related disability shall be entitled to payment for any accrued unused vacation. (Award 2009-2013)

23.4. *Duplication of Benefits.*

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

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

23.5. *Ordinary Disability Retirement Benefits.*

Ordinary disability retirement benefits shall not be awarded for service connected injuries. Any employee who receives an award of workers' compensation shall cease to be eligible for an ordinary disability benefit and shall have such benefit terminated. An employee receiving an ordinary disability benefit who has not yet reached minimum retirement age (as defined in the applicable pension plan) shall be subject to the 3 for 1 offset, as set forth above.

23.6. *Catastrophically Disabled Employees. (Award 2005-2008)*

Catastrophically disabled employees shall receive the same adjustment to their pension benefits as provided to Police Officers in 11 of the 2004 FOP Award. Accordingly, Section 401(5) of the Public Employees Retirement Code shall be amended to include uniformed Fire employees in the provisions governing catastrophic disability. An employee who becomes eligible for a periodic adjustment under this amendment and who actually receives the first of such adjustments shall in addition receive a one-time lump sum payment equivalent to the amount of that adjustment for the period from the commencement of eligible pension benefits until the effective date of the first periodic adjustment. In no event shall this one-time lump sum exceed the amount of the adjustment times seven years of eligibility. No provision of this article or any benefit awarded shall be subject to review under the grievance and arbitration procedure contained in the collective bargaining agreement.

23.7. *Service-Connected Death.*

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

23.8. *Line of Duty Death. (Award 2008-2009)*

Any member of the bargaining unit who is killed in the line of duty as an immediate result of performing his or her duties at an emergency scene or on after August 1, 2004 shall have his or her pension calculated as if the member retired at the next higher rank (e.g. Fire Fighter to Fire Lieutenant). This provision shall not cover deaths resulting from vehicular accidents.

24. *DISCIPLINE AND DISCHARGE*

24.1. *General.*

- 24.1.1. No employee shall be disciplined or discharged except as is consistent with the Home Rule Charter and the Regulations of the Civil Service Commission.
- 24.1.2. The disciplinary code is appended and made part of the January 9, 2015 Award. (Exhibit 3) (Award 2013-2017)
- 24.1.3. Members who are arrested on felony criminal charges based on off-duty conduct, with the exception of Class 1 felonies, will, in lieu of termination, be placed on administrative leave until the earlier of one year from the start of the leave or until the member is bound over for trial at the conclusion of the preliminary hearing. At the end of that leave period, or if the member is bound over for trial, the member will be provided notice of a thirty (30) day suspension with intent to dismiss. While on administrative leave, the member will be permitted, at his or her option, to use any available accrued, but unused vacation or holiday time before being placed on unpaid administrative leave. In addition, while on leave, the member is required to report to the Department's Personnel Officer the results of all court appearances within forty-eight (48) hours. The City will not make any contribution to the IAFF Local 22 Fund on behalf of or otherwise be financially responsible for any medical expenses incurred while the member is on unpaid administrative leave. If the criminal charges are dismissed, reduced to a misdemeanor offense or the member is found not guilty, the member will be returned to active duty, however, the member will not be entitled to receive back pay, retroactive health coverage or restoration of paid leave for the period while the criminal charges were pending. (Award 2017-2020)

24.2. *Benefits Contributions for Employees on Disciplinary Suspensions.*

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

24.3. *Investigation of Disciplinary Matters.*

When a member of the bargaining unit is to be interviewed by an officer at or above the rank of Battalion Chief in connection with a possible violation of any rule or regulation, he shall be entitled prior to the interview to be informed of the subject of the interview and the rule or regulation to be discussed and also to have a Union representative present at said interview. The Union shall receive notice of the interview.

24.4. *Disciplinary Suspensions: (Award 2017-2020)*

Employees who are serving a disciplinary suspension during a week when a holiday occurs shall continue to serve the full length of the suspension without interruption, but the suspension will not impact their accrual of holiday compensatory time.

25. *GRIEVANCE AND ARBITRATION PROCEDURE (Award 2013-2017)*

25.1. *Definition*

25.1.1. Grievance as defined herein shall be limited to violations of the Contract, disciplinary suspensions, transfers, demotions and discharges.

- 25.1.2. The grievance and arbitration procedure set forth herein shall include within its subject matter only alleged violations of Act 111 Awards and this Contract.
- 25.1.3. Grievances involving contract violations other than disciplinary suspensions, demotions, transfers or discharges may be initiated only by the Union.
- 25.1.4. Grievances involving disciplinary suspensions, transfers, demotions or discharges may be initiated by the employee only.
- 25.1.5. In the event of an alleged violation of the contract, the grievance and arbitration procedure shall be the exclusive remedy of the parties.
- 25.1.6. Discipline cases may be grieved or submitted to Civil Service at the election of the employee, to the extent that the Civil Service Commission has jurisdiction.

25.2. *Step I.*

The grievant/Union must, within 7 days of the occurrence giving rise to the alleged violations, or within 7 days after the employee knew or had reason to know the event, giving rise to the grievance, submit the grievance in writing on the approved form to the Fire Commissioner or his designee. The grievance as submitted shall refer to the specific section or sections of this Contract which are alleged to have been violated. The Fire Commissioner or his designee shall provide a written reply within 7 days of submission. In the event of a failure to resolve or respond, the grievant shall be responsible for processing the grievance to Step II at the end of the above time period.

25.3. *Step II.*

If the grievance is not resolved or no reply is given the grievant in Step I, it may be referred by the Union within 10 days of the Step I answer (or its due date) for review by the Director of Labor Relations or his/her designee. The Director of Labor Relations shall schedule a hearing within 15 days of the referral and shall issue a reply to the grievance within 15 days of the date of the hearing.

25.4. *Step III.*

If the grievance is not resolved within 46 days of the initiation of Step I (excluding documented extensions) and after having been fully processed through Step II, in accordance with the requirements set forth herein, it may be referred within 15 days of the Step II answer (or its due date) by either the City or the Union to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association, except as provided under Expedited Arbitration below.

25.5. *Computation of Time Limits.*

Regularly scheduled days off for any of the participants as defined herein shall be excluded from the computation of the time limits under this grievance and arbitration procedure.

25.6. *Settlement of Grievances.*

25.6.1. Nothing in this grievance procedure shall preclude either party from attempting to settle any grievance informally, at any level, to promote an orderly and cooperative relationship. Such informal attempt to resolve grievances shall not in any way affect or negate any of the restrictions pertaining to the timely processing of or responding

to grievances contained herein. In processing any grievance, the formal procedure may be terminated at any time at any level by mutual agreement of the parties without prejudice to either side.

25.6.2. Any decision on a grievance which is not appealed to the next step of the procedure within the specified time limit stated above, shall be considered settled on the basis of the City's last reply. These time limits shall be extended to accommodate documented absences of the aggrieved or involved City participants due to illness or scheduled vacation. The time limits may be extended for other reasons by mutual consent.

25.6.3. The disposition of the grievance at any step of the grievance procedure by agreement between the City and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Contract agreed upon by the City and the Union shall be final and binding upon all employees and upon any person affected thereby.

25.7. *Election of Remedies.*

Should an employee elect an avenue of redress other than the procedure contained herein, he/she shall have waived his/her contractual right to pursue his/her grievance through this procedure and in no event shall the matter be arbitrable. Should an employee elect to pursue the matter through the procedure contained herein and should the Union elect to take the matter to arbitration, an arbitrator shall render a decision on the matter. This decision shall be final and binding on all parties and the employee and/or Union shall not pursue any other avenue of redress.

25.8. *Authority of Arbitrator.*

The Arbitrator will make findings and render a decision to resolve the disagreement. The arbitrator shall have authority to consider and decide only a claim based upon Act 111 awards or a specific provision of this Agreement. The arbitrator shall have no authority to add to, subtract from, or in any way alter the terms of the parties' contract and/or Act 111 arbitration awards.

25.9. *Effect of Decision.*

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

25.10. *Expenses.*

The expenses of the arbitration process and the arbitrator's fee shall be borne equally by the Union and the City.

25.11. *Retroactivity of Awards.*

Awards or settlement of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance, as documented by its presentation at Step I of this procedure. All claims for back wages shall be limited to the amount agreed to by the City and the Union or ordered by an arbitrator as the case may be, less any unemployment compensation or compensation for other full time employment that the aggrieved employee

may have acquired as a result of his/her dismissal and any income received from this source during the time period claimed shall be considered in computing the amount of back pay in any back pay award.

25.12. *Discipline.*

Employees shall not be required to wear their Class A uniforms to interviews with the Special Investigations Officer in advance of formal disciplinary proceedings.

25.13. *Expedited Arbitration:*

25.13.1. The parties agree that demands for arbitration involving a suspension or termination will be handled in accordance with the procedures listed below. All matters not addressed below and arbitration of all other grievances will continue to be governed by the parties existing procedures and the labor arbitration rules of the American Arbitration Association (AAA).

25.13.2. The parties will select a panel of no fewer than five arbitrators to hear arbitrations involving suspensions and terminations. Initially, each party will submit a list of five neutral arbitrators to the other party. Any name not stricken from these lists will become a member of the panel (Arbitration Panel). If the parties have not agreed on at least five arbitrators, each will submit five new names to the other party, and anyone not stricken from those lists will become a member of the Arbitration Panel. If, after this procedure is followed twice, there are fewer than five neutral arbitrators selected, AAA will submit a strike list of at least 10 names to the parties. Any names remaining after both parties strike will become members of the Arbitration Panel. This procedure will continue until there are at least five neutral arbitrators on the Arbitration Panel.

25.13.3. Each member of the Arbitration Panel must agree to provide at least two dates per month on which to hear arbitration cases. Any arbitrator who cannot provide such dates will be removed from the Arbitration Panel and replaced as described below.

25.13.4. Arbitration hearing dates will be established for the calendar year based on the dates provided by the Arbitration Panel and accepted by the parties. Initially, the members of the Arbitration Panel will provide their available hearing dates for the calendar year to the assigned AAA case manager within 10 business days of the notice that they have been selected. AAA will then submit a list of available dates to the parties, without identifying which Arbitration Panel members are available on which dates. Each party must agree to be available on four of the proposed dates each month. AAA will then designate two dates each month which are accepted by both parties as hearing dates. AAA will assign cases to the Arbitration Panel in rotation whenever possible, considering the need to ensure that two dates are assigned each month. AAA will send the parties and the Arbitration Panel a list of the assigned arbitrators and arbitration dates for the calendar year. Initially, this process must be completed within 60 calendar days of issuance of the interest arbitration Award establishing this expedited program. The first case for the program will be scheduled at least 60 days after this process concludes. Thereafter, the process of selection of dates will begin no later than September 1st of each year following one full year of the program and

AAA will publish the list of assigned dates for the following calendar year no later than October 1st of that year.

- 25.13.5. The existing time limits and procedures for making the demand for arbitration itself will remain in effect. AAA will then schedule the case for the next available expedited hearing date that is at least 60 days after the date the demand for arbitration is made. For demands for arbitration of suspension or termination cases that are pending at the time the initial hearing dates are set, either party may provide notice to AAA and the other side that it wishes a grievance to be heard on one of the designated hearing dates, provided that the date requested is at least 60 days after the date of the notice. In scheduling these matters, the parties will give priority to discharges, in order of the demand filing date.
- 25.13.6. All grievances heard through this expedited procedure for which demands for arbitration are made after the start of this program must have been heard at Step 2 of the Grievance Procedure, with the Office of Labor Relations, prior to the Expedited Arbitration request.
- 25.13.7. If the scheduled case involves a suspension of 48 hours or less, either party may request to have a second case which involves a suspension of 48 hours or less heard on the same hearing date, provided that it gives the other party at least 60 calendar days' notice of the request. Either party may object to having a second case heard based on the specific facts and circumstances of the designated matter. In the event that a dispute arises over scheduling, the member of the Arbitration Panel assigned to that hearing date will decide whether another or additional case(s) will be scheduled.
- 25.13.8. If either party identifies cases that it believes should be consolidated, it will notify the other party, along with specific reasons to support the request, at least 45 calendar days before the scheduled date. The other party will have the right to refuse consolidation, but, in the event of such refusal, the requesting party may ask for the cases to be heard by the same member of the Arbitration Panel.
- 25.13.9. Any request to postpone the hearing of a disciplinary matter may be granted by the arbitrator scheduled to hear the matter, and any associated cancellation fees will be borne by the requesting party. The party requesting the continuance will substitute another pending matter, for which the party seeking a continuance has already provided notice in accordance with subsection (d), for the postponed matter so long as the request to substitute is made at least 45 business days before the scheduled hearing. Both the parties' witnesses and designated advocates must be available for the chosen substitution. Any continued case shall be heard by the Panel member originally scheduled to hear the case on a date mutually agreeable to the Panel member and both parties.
- 25.13.10. Within 10 business days after the issuance of the Award, each party will provide the other party with the name of a contact person(s) who will receive all correspondence with respect to the creation of and matters before the Arbitration Panel.
- 25.13.11. The hearings will be conducted at a mutually agreeable location. If the parties do not agree to another location, the hearings will be held at the offices of the AAA in Philadelphia.

- 25.13.12. No later than August 1st of each year, each party may notify the other that it intends to remove one or more arbitrators from the Arbitration Panel. The parties will
- 25.13.13. thereafter have a period of 10 business days to agree to substitute arbitrators. If they are unable to agree, substitute members of the Panel will be selected using the procedures described in subsection (a), adjusted based on the number of vacancies to be filled (e.g., if there is one vacancy to be filled, the parties will each submit a list of two names). If an arbitrator must be removed from the Arbitration Panel during the course of the calendar year due to death, disability, retirement or unavailability, the vacancy may be filled for the remainder of the calendar year in accordance with these procedures if it occurs before June 30th. If it occurs after June 30th, the vacancy will be filled in accordance with these procedures for the following calendar year. When an arbitrator has been removed from the Arbitration Panel, that arbitrator may not thereafter be proposed by either party as a substitute arbitrator for a period of five years, except by agreement of the parties.
- 25.13.14. These procedures may be modified by the mutual agreement of the parties.
- 25.13.15. Effective 18 months after the first hearing held under the terms of this agreement, either party may cancel these expedited arbitration procedures with 45 calendar days' notice to the other party and AAA.

25.14. *Grievance and Arbitration: (Award 2017-2020)*

Local 22 will deliver copies of all settlement agreements signed by the grievant, if applicable, and Local 22 to the Mayor's Office of Labor Relations. The agreement shall be signed by the Mayor's Office of Labor Relations within 10 business days of delivery. A fully executed copy of the agreement shall be delivered to Local 22 within 3 business days after being signed. The time for the City to implement the terms of any settlement agreement shall not begin to run until it is delivered to Local 22. Delivery may be effectuated by e-mail.

26. *EXAMINATIONS AND PROMOTIONS*

26.1. *Educational Credit.*

26.1.1. Effective with promotional examinations announced on or after May 21, 2018, all college degrees from accredited colleges and universities will be eligible for promotional points, regardless of the major. For the purpose of all promotional examinations announced after the date the Award is issued, the City will grant 1/2 a point for any Associate's Degree, 1 point for any bachelor's degree, and 1.5 points for any Master's Degree. (Award 2017-2020)

26.2. Notice and Source Lists

26.2.1. Any future promotional examinations shall be announced at least ninety (90) days prior to the date it is given.

26.2.2. The City shall continue to publish a source list for each objective-type promotional examination for each rank at least ninety (90) calendar days before the scheduled date of the examination.

26.2.3. The City, in its sole discretion, shall have the right to change each source list from time to time. However: (a) the City shall provide reasonable notice of any such changes in advance of any examination that will be subject to the changed "source list;" and (b) in no event shall such modification of a "source list" take place less than one hundred twenty (120) days prior to the examination for the affected class.

26.3. *Testing and Examination Committee.*

The parties shall form a joint Testing and Examination Committee composed of three representatives of Local 22 named by the President of Local 22 and three representatives of the City named by the Personnel Director, including one high-ranking member of the Personnel Department. The Testing and Examination Committee shall meet regularly and at least once before and after each examination and shall make non-binding recommendations to the City regarding the improvement of the testing and examination procedures. Local 22's representatives shall recuse themselves from any meeting for which the particular representative is a candidate.

26.4. *Fire Service EMT Promotions.*

Fire Service EMTs who achieve their paramedic certification and who have been employed in the position of Fire Service EMT for at least two years will have the opportunity to test for the Fire Service Paramedic position as a Department-only promotional opportunity. Qualified candidates who pass the Department-only promotional opportunity for Fire Service Paramedic shall be given preference in hiring over candidates on open lists for the Fire Service Paramedic position, subject to the terms of the Civil Service Regulations governing hiring and promotion.

27. *PARAMEDIC TRANSFER TO FIREFIGHTER*

27.1. *Paramedic Transfer.*

Fire Service Paramedics who have completed five full years as a paramedic, may apply to demote to the class of fire fighter. The Fire Commissioner shall make best efforts to accommodate such applications as expeditiously as practical.

27.2. *Paramedic Points.*

Any Fire Service Paramedic with five (5) or more years of service who takes and passes the open, competitive examination for the class of Fire Fighter pursuant to Civil Service Regulations, shall receive an additional ten (10) points added to his or her examination score which will be in addition to any veteran or other points applicable under the Civil Service rules and Regulations.

27.3. *Salary.*

Any Fire Service Paramedic who is appointed to the class of Fire Fighter under this provision shall be appointed as a Fire Fighter at Step 6 of the pay progression, provided that their pensions will continue to accrue without a break in service.

27.4. *Paramedic Preceptor Out of Class Pay (Award 2013-2017)*

Effective January 1, 2015, fire service paramedic shall receive out of class pay for all hours worked when assigned to serve a preceptor. The Fire Department shall seek volunteers to serve as preceptors and will mandate any fire service paramedic to serve as a preceptor only if it becomes necessary. In the unlikely event that it becomes necessary to mandate a paramedic to serve as a preceptor, the assignment will be made by reverse seniority.

28. *EMT TRANSFER TO FIREFIGHTER*

All Fire Service EMTs will be granted ten (10) additional points on the Firefighter entrance examination after five (5) years of service on the same basis that such points are granted to Fire Service Paramedics. Fire Service EMTs who are hired as Firefighters under this provision will be placed on the Firefighter pay scale upon appointment as a Firefighter in the same manner as Fire Service Paramedics who become Firefighters under the corresponding provisions.

29. *TRANSFERS*

- 29.1. Any transfer request must be made in duplicate with one copy going to Fire Headquarters and the other going to Local 22.
- 29.2. Any and all actions regarding transfers shall be subject to the grievance procedure set forth herein.
- 29.3. When filling vacancies in non-officer positions in engine and ladder companies and medic units through voluntary transfer, the following will apply: (Award 2013-2017)
 - 29.3.1. The Department will post, or update, a list of vacancies in field positions which are being made available for voluntary transfer by the Department on the "T" drive, and in the Car 2 or Car 4 folder on Share point. The Department will post the vacancy list on the 7th day of each month. The posting will be open for a minimum of eight calendar days. The transfer shall be executed by the last day of the month in which the transfer was posted.
 - 29.3.2. Employees who are interested in being considered for a listed position must submit an Application for Transfer to Car 2 no later than the date listed on the posting. Fire Service Paramedics and Fire Service EMTs must submit an Application for Transfer to Car 4 no later than the date listed on the posting. The Application for Transfer must contain no more than three listed positions from the posting.
 - 29.3.3. When considering applications for transfer, the Department will consider factors such as: EMT status, professional certifications, disciplinary history, performance rating, attendance record, previous assignments, qualifications, and seniority. All things being equal, the most senior employee will be awarded the transfer, subject to the restrictions herein and below. With regard to the consideration of requests for

voluntary transfers, the Department shall view favorably employees who have two or fewer uncertified sick occurrences per year over the previous three years.

- 29.3.4. Transfers will occur with the next regularly-scheduled transfers following the approval of the request, except where operational needs or request of the member (including scheduled vacation at the time the transfer would otherwise occur) result in a delay, in which case the transfer will occur with the following regularly-scheduled transfers.
- 29.3.5. An employee shall not be eligible to apply for a transfer under this policy if the employee: (1) has a current unsatisfactory performance rating at the time of the transfer request; (2) is on the sick abuse list at the time of the transfer request; (3) has been on the sick abuse list within the past 12 months; or (4) has received discipline at the level of a suspension within the past 12 months.
- 29.3.6. Any member transferred through this procedure shall not be eligible for voluntary transfer for a period of two years, except with the approval of the Fire Commissioner.
- 29.3.7. The Department shall not be required to transfer an employee if the transfer would result in the staffing level of the currently assigned company to drop below two assigned firefighters in an Engine company, below three assigned firefighters in a ladder company.
- 29.3.8. This process shall not apply to vacancies in any specialized units (special operations and haz-mat) or staff positions. This process also shall not apply to hardship transfers or to involuntary transfers, regardless of the reason. This process shall not be interpreted to require the Department to fill any vacancy through transfer or to prevent the Department from continuing the rotational transfer of employees began in 2013.
- 29.3.9. If a position which is vacant is to be filled permanently (i.e., not by a tour or detail assignment or an overtime assignment) through voluntary transfer, that position will be filled through the transfer process as outlined above.

30. MISCELLANEOUS

30.1. Performance Ratings

- 30.1.1. The ratings of individual employees shall be the sole responsibility of their first line supervisor, subject to review at the next level of supervision. The first line supervisor will give the employee a copy of the rating before review. The reviewing officer, if he changes the rating, will give the employee a rating form showing the change and the explanation of the change. There shall be no predetermined number of employees at any given rating level.
- 30.1.2. The performance rating will be made on the form provided by Local 22, except that there shall be three columns for marking and they shall be "superior", "satisfactory", and "unsatisfactory".

30.2. Bulletin Boards: (Award 1977-1978)

A Union Bulletin Board may be put up at the Union's expense in the locker room area for official Union business and personal notices, as long as such notices are not derogatory in nature or detrimental to the Department.

30.3. *Assignment as a Fire Dispatcher: (Award 1980-1982)*

No Firefighter shall be required to perform as a regular duty assignment the duties of a fire alarm dispatcher. A Firefighter may be assigned to the duties of fire alarm dispatchers only for purposes of emergency or training.

30.4. *Wearing Uniforms to Work. (Award 1980-1982)*

Uniformed Fire employees shall have the option to wear either civilian clothes or work uniforms to and from duty and also to Headquarters, except when traveling on public transportation, in which event they shall wear their dress uniforms.

30.5. *Charitable Contributions: (Award 1982-1984)*

No employee shall be discriminated against in any way whatsoever on account of his failure to make charitable contributions. Nor shall there be any memorandum, listing or notation of any kind whatsoever in the personnel file or any document whatsoever relating to the employee detailing his contribution or lack thereof to charity.

30.6. *Charitable Solicitations: (Award 1984-1986)*

The City shall not assign any employee to solicit the public for charitable contributions without the written approval of the Union.

30.7. *Block Checks. (Award 1984-1986)*

Block checks shall not be conducted when the temperature falls below forty degrees (40°) Fahrenheit or the temperature exceeds eighty-five degrees (85°) Fahrenheit.

30.8. *Cost of Printing Contract. (Award 1990-1992)*

The Union will be responsible for printing the contract. The City will contribute to the cost of printing the contract up to an amount of five thousand dollars (\$5,000.00).

30.9. *Outside Employment. (Award 1986-1988)*

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

30.10. *Seniority List. (Award 1986-1988)*

A department seniority list shall be posted annually in each fire station by October 1.

30.11. *Access to Personnel Files. (Award 1986-1988)*

The parties shall be governed by the terms of the Act of November 26, 1978, P.L. 1212, No. 286; 43 P.S. 1321 except that access may be denied to matters under current investigation.

30.12. *Tuition Reimbursement. (Award 2013-2017)*

30.12.1. Firefighter Series of Classes

The reimbursement of educational expenses offered by the Department to firefighters will continue to be based upon a limited amount of funding for pre-approved educational courses taken in degree-granting programs from accredited institutions in the following subject areas: fire science, public safety, business administration, or management.

30.12.2. Paramedic Series of Classes

The reimbursement of educational expenses offered by the Department to paramedics will continue to be based upon a limited amount of funding for pre-approved educational courses taken in degree-granting programs from accredited institutions in the following subject areas: public health, emergency medical services, health planning and administration, business administration, or management.

30.12.3. Recognizing Additional Degree Programs

If the Union seeks to expand the list of subject areas in which courses from degree-granting will be eligible for reimbursement prospectively, it can do so by submitting a written request to the Department, with a copy to the Office of Human Resources. The Department, in conjunction with the Office of Human Resources, shall have the final authority to determine eligibility for reimbursement and whether additional subject areas will be authorized.

30.12.4. Fire Service EMTs

Fire Service EMTs will have the opportunity to seek tuition reimbursement for enrollment in a paramedic program at an accredited college subject to the terms of the Department's Tuition Reimbursement Program.

30.13. Probationary Period. (Award 2002-2005)

The probationary period for the classification of fire fighter, fire service paramedic and Fire Service EMT shall be one year. When a probationary employee has completed six (6) months of his or her twelve (12) month probationary period, the employee shall be permitted to work overtime and obtain outside employment on the same terms and conditions as non-probationary employees.

30.14. Residency. (Award 2013-2017)

Effective March 1, 2015, employees who are eligible for or currently enrolled in the DROP will not be required to live in the City of Philadelphia.

Effective January 1, 2016, employees who have five or more years of service as a uniformed member of the Fire Department in the City of Philadelphia will not be required to live in the City of Philadelphia.

All employees who are not required to live within the City of Philadelphia as outlined above will be required to reside in the Commonwealth of Pennsylvania.

30.15. GEAR BAGS: (Award 2017-2020)

As soon as reasonably practicable after issuance of the Award, the City will make available a gear bag to each bargaining unit employee actively assigned to a fire suppression role.

30.16. SOCIAL MEDIA POLICY: (Award 2017-2020)

The parties shall form a Joint Labor Management Committee consisting of 3 members each from the Union and the City to discuss the Fire Department's Social Media Policy.

31. CONTINUITY (July 1, 2017 – July 1, 2020)

- 31.1. The parties have entered into this consolidated contract pursuant to the Arbitration Award covering the periods July 1, 2017 through July 1, 2020. In the event that there are any benefits still in effect which were obtained through previous negotiations or arbitrations that are not addressed herein, they shall nonetheless be considered to be in full force and effect and incorporated herein by reference.
- 31.2. The Entire Agreement.
- 31.3. Except as modified by this Award, all other terms and conditions of the existing collective bargaining agreement and interest arbitration awards shall remain in full force and effect for the duration of this Award. All other proposals and requests for change submitted by the City and IAFF Local 22 to the Panel, which have not been specifically addressed in this Award, were considered and have not been awarded

32. SEPARABILITY AND SAVINGS

- 32.1. The parties to this Contract believe that it complies with all City, State and Federal laws. Accordingly, it is agreed that nothing contained in this contract shall require the Union or the City to do anything which violates the law.
- 32.2. The parties agree that all the clauses of this Contract shall be severable. Any clauses which may be prohibited by, invalid under, or in contravention of any operable City, State or Federal law shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of the Contract and any renewal thereof. The parties agree in good faith to attempt to replace any such null and void clauses with a clause which conforms with the law. The parties further agree that if during the term of this Contract, or any renewal thereof, any such null and void clause becomes legal or permissible by legislative enactment, a subsequent decision of the Courts or otherwise, such null and void clause shall automatically again become part of this Contract.

33. TERM

- 33.1. Effective July 1, 2017 to June 30, 2020.

EXHIBIT 1

REQUIRED MEDICAL EXAM ELEMENTS UNDER WELLNESS FITNESS PROGRAM

1. Medical History Questionnaire with thorough review of medical history

2. Vital Signs

- 2.1. Height
- 2.2. Weight
- 2.3. Blood Pressure
- 2.4. Temperature
- 2.5. Heart Rate
- 2.6. Respiration Rate

3. Head, Eyes, Ears, Nose, Throat

- 3.1. Head
- 3.2. Eyes
 - 3.2.1. Assess extra ocular movements
 - 3.2.2. Assess papillary light reflex and accommodation
 - 3.2.3. Conduct fundi/retinal exam
- 3.3. Ears
 - 3.3.1. Visualize the external ear canal and tympanic membrane
 - 3.3.2. Inspect the external ear helix
- 3.4. Nose - inspect for
 - 3.4.1. Patency of nares
 - 3.4.2. Septal cartilage deviation
 - 3.4.3. Evidence of polyps
 - 3.4.4. Other mucosal changes
 - 3.4.5. Evidence of tenderness over the paranasal sinuses
- 3.5. Throat - Evaluate:
 - 3.5.1. Oropharyngeal cavity
 - 3.5.2. Gums
 - 3.5.3. Teeth
 - 3.5.4. Palate (hard and soft)
 - 3.5.5. Tongue
 - 3.5.6. Tonsils
 - 3.5.7. Posterior pharyngeal wall

4. Cardiovascular

- 4.1. Peripheral pulses
 - 4.1.1. Heart Rate
 - 4.1.2. Regulatory of heart rhythm
- 4.2. Seated blood pressure
- 4.3. Auscultation of the heart (for heart sounds, extra sounds, clicks, and murmurs)

- 4.4. Major arteries (carotid, abdominal aorta, femoral)
- 4.5. If clinically indicated, examination for signs of decompensating heart function
- 4.6. Peripheral (ankle) edema
- 4.7. Aerobic/Cardiovascular Evaluation
 - 4.7.1. Resting EKG
 - 4.7.2. Baseline Stress Test for member over 40 years of age

5. *Pulmonary*

- 5.1. Respiratory rate and effort
- 5.2. Presence of coughing or sneezing
- 5.3. Skin color and any clubbing of the digits (indicative of respiratory diseases)
- 5.4. Auscultation for breath and any abnormal sounds
- 5.5. Spirometry
 - 5.5.1. Forced Vital Capacity (FVC)
 - 5.5.2. Forced Expiratory Volume (FEV)
 - 5.5.3. FEV /FVC Ratio
 - 5.5.4. If clinically indicated
 - 5.5.4.1. Peak expiratory flow rated
 - 5.5.4.2. Pre-post Bronchodilator
 - 5.5.4.3. Diffusing Capacity of Carbon Monoxide
 - 5.5.4.4. Lung Volumes
- 5.6. Chest X-Ray
 - 5.6.1. Baseline chest X-ray
 - 5.6.2. Use algorithm for asbestos
 - 5.6.3. Follow-up chest X-ray every five years (or more frequently if indicated by asbestos algorithm)
 - 5.6.4. If clinically indicated, more specific exams for areas of consolidation or dullness (pneumonia, pleural effusions, etc.)

6. *Lymph Nodes*

7. *Neurological*

- 7.1. Assessment of mental status with short exam focused on orientation, memory and judgment. Refer for further neurological, psychiatric, and/or psychological evaluation as clinically indicated.
- 7.2. Focused cranial nerve examination (CN-1 to CN-12). Refer for further evaluation as clinically indicated.
- 7.3. Assess peripheral nerve function in the motor and sensory portions of the neurological exam:
 - 7.3.1. Motor gait, heel-to-toe, and Rhomberg; muscle strength tested in all major groups
 - 7.3.2. Sensory - exam includes pain, thermal sensation, light touch, position two point discrimination and vibratory sensation testing. Pain evaluation should be omitted if pain examination is normal

- 7.3.3. Reflexes - evaluation of reflexes on 0-4+ scale, including the ankle, knee, bicep, triceps, and brachioradialis

8. Musculoskeletal

- 8.1. Assess all joints for range of motion, tenderness, effusion
- 8.2. Assess range of motion of neck and back, straight leg raise, tenderness of spine and paraspinal muscles.

9. Skin

- 9.1. Assess for conditions that would limit use of personal protective equipment and look for cancerous or pre-cancerous lesions.

10. Body Composition

11. Blood Analysis

- 11.1. White Blood Cell Count
- 11.2. White Blood Cell Differential
- 11.3. Red Blood Cell Count
- 11.4. Platelet Count
- 11.5. Liver Enzymes and Function Tests
 - 11.5.1. Aspartate aminotransferase
 - 11.5.2. Alanine aminotransferase
 - 11.5.3. Lactate dehydrogenase (LOH)
 - 11.5.4. Alkaline phosphatase (Alk Phos)
 - 11.5.5. Bilirubin
 - 11.5.6. Albumin
 - 11.5.7. Hepatitis Panel (Hep A, B, &C) (except where immunity has been documented)
- 11.6. Glucose
- 11.7. Hemoglobin A1c
- 11.8. Creatinine (Cr)
- 11.9. Glomerular Filtration Rate (GFR)
- 11.10. Blood Urea Nitrogen (BUN)
- 11.11. Sodium
- 11.12. Potassium
- 11.13. Carbon Dioxide (Bicarbonate)
- 11.14. Total Protein
- 11.15. Calcium
- 11.16. Lipid Tests
 - 11.16.1. Total Cholesterol
 - 11.16.2. Low Density Lipoprotein (LDL-C) level
 - 11.16.3. High Density Lipoprotein (HDL-C) level
- 11.17. Total Cholesterol/HDL Ratio

12. Heavy Metal - Conduct baseline and routine screening when assignment duties warrant

- 13. Urine Screening
 - 13.1. Arsenic
 - 13.2. Mercury
 - 13.3. Cadmium
- 14. Blood Screening
- 15. Lead
- 16. Zinc protoporphyrin assesses exposure to lead
- 17. Specific exposure screening
 - 17.1. Aluminum
 - 17.2. Antimony
 - 17.3. Bismuth
 - 17.4. Cadmium
 - 17.5. Chromium
 - 17.6. Copper
 - 17.7. Nickel
 - 17.8. Zinc
 - 17.9. Mercury
 - 17.10. Special blood testing may be ordered for:
 - 17.10.1. Organophosphates
 - 17.10.2. RBC Cholinesterase
 - 17.10.3. PCBs

18. Urinalysis

- 19. Dip Stick Urinalysis
 - 19.1. pH
 - 19.2. Glucose
 - 19.3. Ketones
 - 19.4. Protein
 - 19.5. Blood
 - 19.6. Bilirubin
- 20. Microscopic Urinalysis
 - 20.1. White blood cells (WBC)
 - 20.2. Red blood cells (RBC)
 - 20.3. WBC casts
 - 20.4. RBC casts
 - 20.5. Crystals

21. Vision

- 21.1. Visual acuity screening for both far vision acuity and near vision acuity
- 21.2. Eyes must be tested separately
- 21.3. Vision testing to determine both uncorrected and corrected visual acuity
- 21.4. Peripheral vision

22. Cancer

- 22.1. Skin Inspection
- 22.2. Fecal Occult (specimen cards provided for send back)
- 22.3. Bladder test urine sample
 - 22.3.1. Blood (hematuria)
- 22.4. Additional testing if clinically indicated

23. Immunizations (if not current)

- 23.1. Hepatitis B
- 23.2. Diphtheria/Pertussis /Tetanus
- 23.3. Influenza
- 23.4. Measles Mumps Rubella (MMR)
- 23.5. Varicella

24. Metabolic Syndrome - Evaluate for the following:

- 24.1. Abdominal obesity defined as a waist circumference >102cm (>40 in) in men or >88cm (>35 in) in women
- 24.2. Triglycerides \geq 150 mg/dL
- 24.3. HDL cholesterol <40 mg/dL for men or <50 mg/dL for women
- 24.4. Blood pressure \geq 130/85 mmHg
- 24.5. Fasting glucose \geq 110 mg/dL

25. Hearing Conservation

- 25.1. The City will develop a hearing conservation program and through a designated provider will include mandatory Baseline and Annual audiometric exams performed according to standard procedures.

EXHIBIT 2 UNDER WELLNESS FITNESS PROGRAM

Employees are encouraged to discuss with their personal physicians whether the following examinations are appropriate, and, if recommended, to receive through their health plan.

- 1.1. Maximal cardiopulmonary test with EKG.
- 1.2. Baseline and follow-up colonoscopy.
- 1.3. Annual digital rectal examination (DRE) for detection of masses, hemorrhoids, anal fissures, cancerous lesions, prostate gland enlargement (men) and atypical tenderness, surface irregularities and nodules.
- 1.4. For males: examination includes testicular and penis.
- 1.5. For females: examination includes vaginal and bimanual pelvic exams, pap smear, breast exam, and mammogram.

EXHIBIT 3

PHILADELPHIA FIRE DEPARTMENT DISCIPLINARY CODE (JANUARY 2015)

Introduction

The intent of the Disciplinary Code is to instill and support the core values of the Philadelphia Fire Department by establishing fair and consistent penalties for violations of Philadelphia Fire Department rules, regulations, policies, and principles. The Types of Violations herein are intended to direct the Fire Board of Investigation and all Commanders in administering such fair and uniform penalties. This code shall apply to all personnel of the Fire Department. The core values of the Fire Department are:

Dedication - Dedication means being devoted and committed to the mission of the Fire Department and each task at hand. It is a privilege to serve as a member of the public safety community in the Philadelphia Fire Department. When we put the uniform on, always remember the many others who have served with dedication and honor, often paying the ultimate sacrifice. We must continually maintain a positive image and earn the public's trust.

Service - Service means providing emergency and non-emergency services to all persons with respect, courtesy, and dignity in a professional manner. Every day we have contact with people who are injured, ill, and in situations requiring immediate intervention. They expect that we will provide assistance for them and be helpful in the process. Our business and job is to provide service with compassion to every person in their time of need. Citizens must be confident in the integrity of all Fire Department employees by our actions and the service we provide.

Members of the Philadelphia Fire Department must conduct themselves in a credible manner at all times, both on and off duty. All members will abide by all laws and all rules of the Philadelphia Fire Department maintaining the highest standard of professionalism and accountability. No member shall depart from the standards of professional conduct or disobey the law and/or Philadelphia Fire Department rules and regulations.

The following code includes specific behaviors that have been identified as violating this standard. However, to the extent that an employee's actions are not specifically described in this code, but have the effect of impairing the employee's ability to perform his or her duties, then the employee may be charged under the "Unspecified" Charges.

Penalties recommended by either the Fire Board of Investigations or Commanders for offenses shall be within the prescribed limits. The Fire Commissioner is the final authority on all disciplinary matters.

Transfer may be imposed for all disciplinary infractions. Demotion may be imposed for all disciplinary infractions.

The "reckoning period" as used in this code is that period of time during which an employee is expected to have a record free of the same offense. All reckoning periods shall be completed from

the date the first offense was committed. For subsequent violations to apply, it must be shown that the employee was provided formal notice for the first violation via written documentation. Second and subsequent violations of the same section committed during the relevant reckoning period shall be treated as second or subsequent offenses. The same type of offenses committed after the reckoning period expires counts as a first offense. If the individual is found not guilty of a first offense at a Fire Board of Investigation's hearing; then a second offense charge would be considered a first offense with the reckoning period.

VIOLATION 4.4.1

CONDUCT UNBECOMING

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
1:00	Not conducting oneself in the customary rules of good behavior observed by law-abiding and self-respecting citizens on or out of uniform.	*Member will be held accountable for other specific charge (s).			2 Years
1:01	Gambling on duty or while on City property.	12 hours to 48 hours	48 hours to 96 hours	96 hours to Dismissal	2 Years
1:02	Accepting Bribes under any circumstances.	Dismissal	Dismissal	Dismissal	Duration of Employment
1:03	604 of the Philadelphia Code or Executive Order No.3-11 (Prohibition of Acceptance of Gifts by City Officers and Employees	60 hours to 120 hours	120 hours to 240 hours	Dismissal	Duration of Employment
1:04	Failure to report, in writing, offers of bribes or gratuities to permit illegal acts	Reprimand to 96 hours	120 hours to 240 hours	Dismissal	Duration of Employment
1:05	Engaging in any action that constitutes the commission of a felony or a misdemeanor which carries a potential sentence of more than one (1) year. Engaging in any action that constitutes an intentional violation of Chapter 39 of the Crimes Code relating to Theft and Related Offenses).Also includes any action that constitutes the commission of an equivalent offense in another jurisdiction, state, or territory. Neither a criminal conviction nor the pendency of criminal charges is necessary for disciplinary action in such matters.	120 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
1:06	Knowingly and willfully making a false statement of entry in any fire Department report, interview, or record.	48 hours to Dismissal	96 hours to Dismissal	Dismissal	Duration of Employment
1:07	Engaging in a verbal argument or quarreling with members of the Fire Department while on duty, on Fire Department property, or in uniform.	Reprimand to 12 hours	24 hours to 48 hours	120 hours to Dismissal	5 years
1:08	Assaulting or attempting to assault another member of the Fire Department while one or both are on duty	48 hours to Dismissal	96 hours to Dismissal	Dismissal	Duration of Employment
1:09	Permitting the use of his/ her image in uniform or clothing representing the Fire Department or the use of his / her name and position with the Fire Department, for the purpose of influencing the sale of any goods, merchandise, commodities, real estate, stocks, or bonds, without first receiving the written approval of the Fire Commissioner	Reprimand to 48 hours	48 hours to 96 hours	120 hours to Dismissal	Duration of Employment
1:10	Lending his/her image, while in uniform or clothing representing the Fire Department, or permitting the use of his/her name and position with the Fire Department, in connection with any written or printed article or advertisement, without first obtaining the written approval of the Fire Commissioner	Reprimand to 12 hours	24 hours to 48 hours	48 hours to 96 hours	Duration of Employment
1:11	Appearing before City Council or other public official in uniform to present protest	48 hours to 96 hours	120 hours to 240 hours	Dismissal	Duration of Employment
1:12	Using rude or insulting language or conduct offensive or threatening to the public or discourteous behavior while in uniform.	Reprimand to 48 hours	48 hours to 96 hours	96 hours to 240 hours	2 Years
1:13	Publicly criticizing the official action of a superior officer while in uniform	Reprimand to 48 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
1:14	Knowingly accepting, directly or indirectly, any money or article to be used in connection with a matter affecting the Fire Department and using said monies or article for any other purpose without the written approval of the Fire Commissioner	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	Duration of Employment
1:15	Soliciting any compensation or reward for services performed in the line of duty	240 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
1:16	Soliciting any gift or donation while using your affiliation as a member of the Fire Department without first obtaining the written approval of the Fire Commissioner or designee	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	Duration of Employment

1:17	Repeated violations of Departmental rules and Regulations (resulting in suspensions) indicating that a member has little or no regard for his/her responsibility as a member of the Fire Department	96 hours	192 hours	240 hours or Dismissal	5 years
1:18	Conduct Associated with other charges, and/or serious infractions indicating that a member has little or no regard for his/her responsibility as a member of the Fire Department.	120 hours to 180 hours	180 hours to 240 hours	240 hours or Dismissal	Duration of Employment
1:19	Knowingly and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, or fugitives from justice, or others that compromises, discredits, prejudices, or otherwise makes suspect an employee's authority, integrity, or credibility	60 hours to Dismissal	120 hours to Dismissal	Dismissal	Duration of Employment
1:20	Discrimination because of race, color, gender, religious affiliation/beliefs, national origin, sexual orientation or transgendered status or any other legally-protected class, by a member of the Fire Department, by communication of any kind, by expressions, mannerisms, gestures, disrespect or conduct that makes the work environment intimidating, hostile, or offensive and has the purpose or effect of interfering with work performance in violation of Directive #58 and/or City discrimination policy	96 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment
1:21	Failure to cooperate with a Fire Departmental investigation which is disciplinary or operational in nature or any other incident associated with one's responsibility as a Fire Department member by lying or deliberately providing false, inaccurate, or misleading information or suborning false, inaccurate or misleading information from others	96 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment
1:22	Harassing or threatening Fire Department members of the public by action communication or correspondence	Reprimand to 96 hours	96 hours to Dismissal	Dismissal	Duration of Employment
1:23	Appearing before any non-departmental board, hearing, trial, or court proceeding in uniform without authorization from the Fire Department	Reprimand to 48 hours	48 hours to 120 hours	120 hours to 240 hours	Duration of Employment
1:24	Failure to promptly advise the Fire Department of any arrest off duty or within 2 hours upon release	48 hours to 60 hours	60 hours to 96 hours	96 hours or Dismissal	Duration of Employment
1:25	Involvement in a criminal activity on or off duty	48 hours to Dismissal	96 hours	Dismissal	Duration of Employment
1:26	Failure to report corruption or work-related illegal acts committed by other members	24 hours to 48 hours	48 hours to 96 hours	120 hours or Dismissal	Duration of Employment
1:27	Making any false claims on any injury reports, no matter how slight or misleading.	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
1:28	Engaging in sexual behavior while on duty	96 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
1:29	Sexual behavior in a city, state, or federally or leased vehicle or facility while off duty	96 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
1:30	On duty or job-related inappropriate sexually based communication(s) conveyed in any manner	48 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment

VIOLATION 4.4.2

ALCOHOL INTOXICATION AND DRUG USE

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
2:00	Reporting for duty or being on duty under the influence of intoxicating beverages, prescription drugs, and/or the use of or illegal drugs, or consuming some while on duty	160 hours	Dismissal	Dismissal	Duration of Employment
2:01	Consuming an intoxicating or alcoholic beverage while in uniform off duty	48 hours to 60 hours	60 hours to 96 hours	96 hours to Dismissal	Duration of Employment
2:02	Intoxicated or under the influence of an intoxicating beverage off duty and arrested	160 hours	60 hours to 96 hours	96 hours to Dismissal	Duration of Employment

2:03	Use of illegal drugs on or off duty, whether or not arrested confirmed by positive test results	160 hours	Dismissal	Dismissal	Duration of Employment
2:04	Use of controlled prescription drugs, compounds or substances without the preapproved authorization of a physician or legitimate medical authority	48 hours	Dismissal	Dismissal	Duration of Employment
2:05	Failure to attend mandatory meetings, cooperate with mandated provisions of Directive 54 program of rehabilitation, After Care Program, and/or Substance Abuse Professional recommendations (SAP).	Reprimand	Dismissal	Dismissal	Duration of Employment
2:06	Failure to self-report prescribed medication use. to the City Medical Review Officer as per Directive #54 and/or comply with the requirements of the Medical Review Officer	Reprimand	48 hours to 96 hours	96 hours to Dismissal	Duration of Employment
2:07	Arrested off-duty for operating a motor vehicle under the influence of alcohol in violation of the DUI policy.	160 hours	Dismissal	Dismissal	Duration of Employment
2:08	Bringing or causing intoxicating beverage to be brought onto departmental property or having on one's possession on departmental property on or off duty	Reprimand to hours	96 hours to Dismissal	Dismissal	Duration of Employment
2:09	Bringing or causing illegal drugs to be brought onto departmental property or having one's possession on departmental property on or off duty	30 days to Dismissal	Dismissal	Dismissal	Duration of Employment
2:10	Failure to report to the EAP when scheduled as a result of a positive Stage I Alcohol test	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	5 years

VIOLATION 4.4.3

INSUBORDINATION

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
3:00	Using profane or insulting language to a superior officer	48 hours to 120 hours	120 hours to Dismissal	Dismissal	5 years
3:01	Indicating insubordinate attitudes by expressions, mannerism, gestures or disrespect.	Reprimand to 12 hours	120 hours to Dismissal	Dismissal	5 years
3:02	Refusing to obey proper orders from a superior officer in a prompt and professional manner	48 hours to 96 hours	96 hours to Dismissal	Dismissal	5 years
3:03	Threatening to physically harm a superior officer	96 hours to 120 hours	120 hours to Dismissal	Dismissal	Duration of Employment
3:04	Physically harming a superior officer	120 hours to Dismissal	240 hours to Dismissal	Dismissal	Duration of Employment

VIOLATION 4.4.4

INSUBORDINATION

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
4:00	Failure to attend any fire or assignment to which you have been dispatched	48 hours to 96 hours	96 hours to Dismissal	Dismissal	Duration of Employment
4:01	Failure to uphold the oath of Office, Fire Department	*Associated with other specific charges			Duration of Employment
4:02	Unexcused lateness or habitual lateness	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	10 Years

4:03	Failure to report to duty within one hours after the scheduled time of reporting unless previously approved	12 hours to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
4:04	Absence without leave for five (5) consecutive working days	96 hours to Dismissal	Dismissal	Dismissal	5 Years
4:05	Failure to comply with any order, directive, regulation, etc., verbal or written	Reprimand to 48 hours	48 hours to 120 hours	120 hours to Dismissal	5 Years
4:06	Unauthorized absence from any duty assignment	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
4:07	Failure to properly care for equipment and apparatus, and/or, damaging same due to neglect or carelessness	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	2 Years
4:08	Damaging to, or loss of, Fire Department property resulting from neglect action or from failure to properly care for same.	Reprimand to 48 hours	48 hours to 96 hours	120 hours to 240 hours	2 Years
4:09	Failure to report incidents that would prevent the rendering of service.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
4:10	Delaying or causing delay to any dispatch or alarm to which your unit has been dispatched	Reprimand to 48 hours	48 hours to 240 hours	240 hours to Dismissal	10 Years
4:11	Failure to notify the Company Officer when relieving another member, up to 240 minutes prior the start or 120 minutes past the end of the scheduled shift	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	1 Years
4:12	Failure to report for duty at the scheduled duty time or after the scheduled duty time without first having permission from the working officer to effect member for member relief	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	1 Years
4:13	Failure to submit for approval, or by not having approved "outside Employment Request" or renewal, approved and on file approved and on file.	Reprimand to 48 hours	48 hours to 120 hours	10 days to Dismissal	5 Years
4:14	Failure to submit for approval, or by not having approved "outside Employment Request" or renewal approved and on file	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	5 Years
4:15	Deceptive reporting or intentionally misrepresenting a dispatch or conditions via the fire radio, fire phones, logs, or required reports	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
4:16	Working, for compensation or no, while off sick or injured	Reprimand to 48 hours	48 hours to 120 hours	120 hours or Dismissal	5 Years
4:17	Failure to ride or respond in/on any fire apparatus by not utilizing seat belts, and/or helmets where required or being seated on the apparatus	Reprimand to 24 hours	24 hours to 48 hours	48 hours or Dismissal	5 years

VIOLATION 4.4.5

DISOBEDIENCE OF ORDERS

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
5:00	Insulting criminal action arising from fire duty without notifying the Fire Department	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:01	Instituting civil action arising while performing duties as a fire Department member without notifying the Personnel Officer	24 hours to 48 hours	48 hours to 120 hours	120 hours to Dismissal	Duration of Employment
5:02	Giving a verbal or written report of an accident involving a Fire Department vehicle to unauthorized person without approval	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:03	Failure to be home without legitimate reason, after reporting off sick or injured	24 hours to 48 hours	48 hours to 60 hours	60 hours to 96 hours	2 Years
5:04	Failure to immediately report on all duty injures, no matter how slight, to the commanding officer.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:05	Failure to promptly obtain medical treatment and certificate while on sick leave, when applicable.	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years

5:06	Failure to comply with the sick/injured Directive.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:07	Bringing or causing to be brought, firearms or other deadly weapon or device compound, of any kind, into a Fire Department or City facility	240 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
5:08	Carrying firearms while in uniform without the permission of the Fire Commissioner	240 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
5:09	Changing address and/or telephone numbers without notifying one's Commanding Officer immediately	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:10	Permitting non-members to ride in fire vehicles, without permission of the Fire commissioner	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:11	Untidy appearance and dress while in uniform	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:12	Not being in the fully prescribed uniform on duty	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:13	Communicating or imparting confidential Fire Department information either in writing or verbally to unauthorized persons	24 hours to 48 hours	48 hours to Dismissal	Dismissal	Duration of Employment
5:14	Failure to give prescribed identification when answering bell and/or fire phones	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:15	Being engaged in an unauthorized prohibited occupation	48 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
5:16	Smoking on any fire apparatus or while engaged in active fire fighting	12 hours to 24 hours	24 hours to 36 hours	36 hours to 48 hours	2 Years
5:17	Wearing uniforms, off duty, more than two hours before or after a duty tour, or relief of a member, without the approval of the Commanding Officer	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	1 years
5:18	Failure to report on time for roll call without promptly notifying the Company Officer/Unit Head	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:19	Changing watch tour assignments without the approval of the company Officer/unit Head	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:20	Soliciting membership in employee organizations during working hours	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:22	Failure to fill out prescribed forms completely and accurately	Reprimand to 48 hours	48 hours to 60 hours	60 hours to 96 hours	5 years
5:23	Using duty time, equipment or supplies for other Using duty time, equipment or supplies for other	Reprimand to 24 hours	24 hours to 48 hours	48 hours to Dismissal	2 Years
5:24	Using dormitory beds other than the times between 2100 hours and 0700 hours without permission of the Company Officer/Unit head	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:25	Failure to maintain fire stations in a clean, orderly and sanitary condition	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:26	Allowing parking of private vehicles in fire stations and/or on aprons of fire stations and commercial vehicles on department property, without permission of the Fire Commissioner	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:27	Filing a false report either verbal or written.	48 hours to Dismissal	180 hours to Dismissal	Dismissal	Duration of Employment
5:28	Soliciting on duty uniform without authorization from the Fire Commissioner	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	Duration of Employment
5:29	Being a member of a national, state, or local committee of a political party or staff officer or member of a committee of a partisan political group, or taking part in the management of the affairs of any party, political campaign, or partisan political group	12 hours to 24 hours	24 hours to 48 hours	48 hours to 96 hours	Duration of Employment
5:30	Illegal use or unauthorized use of Fire Phones for other than official Fire Department business	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:31	Using, or threatening to use - directly or indirectly - his/her authority or official position to change the official rank or compensation of any employee because the employee contributed, or refused, to contribute money, services, or other valuable things in support of, or in opposition to, and political party, candidate for public office, ballot question, or charitable fund	240 hours to Dismissal	Dismissal	Dismissal	Duration of Employment
5:32	Possessing, granting, approving or countenancing the use of pornographic or "X" rated movies and/or videos in a Fire	48 hours to 120 hours	240 hours to Dismissal	Dismissal	Duration of Employment

	station or on Fire Department premises, computers via any median				
5:33	Unauthorized or unofficial use of Fire Department computers for other than official Fire Department business	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:34	The altering or changing the authorization uniform without the permission of the Fire Commissioner or his/her designee	12 hours to 24 hours	24 hours to 48 hours	48 hours to 48 hours	2 Years
5:35	Failure to report to the Medical Dispensary and/or contracted medical facility and /or physical therapy as directed by Fire Personnel	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:36	Failure to comply with the Department's Smoking Policy or Station Smoking Policy	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:37	Failure to obtain or seek prior approval to leave the city while off sick or injured	12 hours to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:38	Failure to conduct or participate in station exercises or other mandated training programs.	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	5 Years
5:39	Failure to promptly return to limited or full active duty from an injury when authorized by a treating physical, except when an appeal of that determination is pending before the Heart and lung Panel or worker's compensation judge	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
5:40	Failure to cooperate with the City's Medical Director/Authorities during a medical evaluation	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:41	Failure to disclose medical history or treatment information requested by the City's Medical Director	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:42	Unauthorized modification, deletion of or addition to approve Fire Department computer hardware and/or software configurations, including the installation and use of unauthorized software, shareware or freeware	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
5:43	The use of any unregistered software, in violation of legal copyright restrictions, on Fire Department computer equipment	24 hours to 48 hours	48 hours to 60 hours	60 hours to 96 hours	2 Years
5:44	Reporting off sick without medical certification after being detailed or ordered to report to another assignment	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	Duration of Employment
5:45	Failure to comply with social media guidelines or policy issued by the Department or the City	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	Duration of Employment
5:47	Using unprofessional, inappropriate language or profanity while on radio	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	3 Years

VIOLATION 4.4.6

FAILURE TO SUPERVISE

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
6:00	Failure to properly supervise subordinates	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years
6:01	Failure to supervise subordinates in the use, application and utilization of all personal protection equipment such as, self-contained breathing apparatus (SCBA), hoods, gloves and running/bunker gear including helmets during on-scene operations	Reprimand to 24 hours	48 hours to 48 hours	120 hours to Dismissal	2 Years
6:02	Failure of supervisor to physically check a subordinate member's driver license during the prescribed annual period and report license status changes	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 60 hours	2 Years
6:03	Failure of supervisor to take, document or commence appropriate disciplinary action against any member for violations of the rules, policies, or directives of the Fire Department	Reprimand to 24 hours	24 hours to 48 hours	48 hours to 96 hours	2 Years

Command Level Training Directive to Be Issued

VIOLATION 4.4.7

MOTOR VEHICLE VIOLATIONS

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
7:00	Failure to follow Departmental procedures involving the safe operation of fire vehicles	Reprimand to 48 hours	48 hours to 120 hours	48 hours to 120 hours	2 Years
7:01	Failure to report an accident to a Fire Department vehicle	48 hours	120 hours to 240 hours	240 hours to Dismissal	5 Years
7:02	Involved in a preventable motor vehicle accident.	Reprimand to 48 hours	48 hours to 60 hours	48 hours to 120 hours	2 Years
7:03	Involved in a preventable motor vehicle accident resulting in serious injury, loss of life, significant property damage, or catastrophic in nature	120 hours to 240 hours	240 hours to Dismissal	Dismissal	2 Years
7:04	Failure to notify Company Officer/Unit Head in person whenever PA Driver's License has lapsed, expired, been revoked or pending suspension	Reprimand to 12 hours	12 hours to 24 hours	24 hours to 48 hours	2 Years
7:05	Failure to possess and maintain a valid PA Driver's License as a result of driving privileges being suspended	48 hours to 60 hours	60 hours to 120 hours	120 hours to 240 hours	2 Years
7:06	Failure to possess and maintain a current and valid Pennsylvania Motor Vehicle Operator's license as a result of driver's license being expired.	12 hours to 24 hours	24 hours to 48 hours	48 hours to 120 hours	Duration of Employment

VIOLATION 4.4.8

UNSPECIFIED

Section	Charge	1st offense	2d offense	3d offense	Reckoning Period
8:00	Unspecified	Reprimand to Dismissal	Reprimand to Dismissal	Reprimand to Dismissal	Duration of Employment