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Title: **Pittsburgh, City of and Pittsburgh Fire Bureau, International Association of Fire Fighters (IAFF) (1997)**

K#: **810613**

Location: **PA Pittsburgh**

Employer Name: **Pittsburgh, City of**

Union: **Pittsburgh Fire Bureau, International Association of Fire Fighters (IAFF)**

Local: **1**

SIC: **9224**

NAICS: **922160**

Sector: **L**

Number of Workers: **1100**

Effective Date: **01/01/97**

Expiration Date: **12/31/99**

Number of Pages: **92**

Other Years Available: **N**

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#810613

147 pgs

CONTRACT

between the

CITY OF PITTSBURGH

and

PITTSBURGH FIRE FIGHTERS LOCAL NO. 1

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Effective the 1st day of January, 1997 THE CITY OF  
PITTSBURGH, hereinafter called "CITY"

a

n

d

1,100 employees

PITTSBURGH FIRE FIGHTERS LOCAL NO. 1, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, hereinafter called "Union".

WITNESSETH:

The parties hereto, in consideration of the mutual covenants herein  
contained, agree as follows:

147 pgs X-12/31/99  
Extended to 12/31/00

SEP 22 1998

**TABLE OF CONTENTS**

<b><u>Section</u></b>		<b><u>Page</u></b>
1	General.....	1
2	Union City Recognition and Relations.....	3
3	Payroll Deductions.....	5
4	Laws.....	7
5	Regulations and General Orders.....	13
6	Transfers.....	14
7	Hours of Work.....	19
8	Holidays.....	25
9	Vacations.....	28
10	Insurance.....	38
11	Leaves of Absence.....	65
12	Wages and Compensation.....	70
13	Voluntary Reduction In Rank.....	76
14	Uniform Allowance.....	77
15	Longevity.....	79
16	Scope.....	82
17	Grievance Procedure.....	85
18	Printing Contract.....	90
19	Driver's License.....	91
	Appendices.....	93

## **SECTION 1 - GENERAL**

### **A. TERM**

This Contract shall take effect as of January 1, 1997 and shall remain in effect until 12:00 midnight, December 31, 1999, and from year to year thereafter unless either party shall notify the other in writing on or before July 1, 1999 or July 1 of any succeeding year that it desires to modify the Contract. It incorporates and replaces all prior agreements and interest arbitration awards between the parties.

### **B. DEFINITIONS**

1. "Employee" means the uniformed personnel of the Pittsburgh Fire Bureau, except the Fire Chief, and probationers.
2. "Chief" means Chief of the Pittsburgh Fire Bureau.
3. "Bureau" means the Pittsburgh Fire Bureau.
4. "Probationers" means persons originally appointed to the Bureau of Fire in the competitive class for a probationary period. All original

appointments to the competitive class in the Bureau of Fire shall be for a probationary period of six (6) months.

C. The provisions of this Contract shall be applied to all employees without regard to race, color, religious creed, national origin or sex. The representatives of the City and the Union shall comply with this provision in all steps of the grievance procedure and in all dealings between the parties.

## **SECTION 2 - UNION-CITY RECOGNITION AND RELATIONS**

A. The City recognizes the Union as the sole and exclusive collective bargaining representative concerning the terms and conditions of employment, including compensation, hours, working conditions, retirement, pensions and other benefits for all employees as provided in Act 111 of 1968 as amended. The City agrees to recognize the Union officials whose authority is certified in writing by the President of the Union to the Mayor.

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

C. There shall be no interference with the right of any employee to become or to continue as a member of the Union.

There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

There shall be no Union activity on City time, provided, however, that Union officials on their own time may visit work sites of the Bureau to conduct Union business, if the visit will not, in the opinion of the City, impair the operations of the Bureau.

There shall be no intimidation or coercion of employees into joining the Union or continuing membership therein.

There shall be no strikes, work stoppages, interruption or impeding of work, or concerted absences from work. No officer, board member or representative of the Union shall authorize, instigate, aid or condone any such activities.

The applicable procedures of this Contract shall be followed for the settlement of all grievances.

### **SECTION 3 - PAYROLL DEDUCTIONS**

A. The City will check-off uniform and regular monthly dues, as designated by the Financial Secretary of the Union in writing to the City, on the basis of individually-signed voluntary check-off authorization cards. This shall include deductions from compensation paid pursuant to the Heart and Lung Act 53 P.S. 637 if the City has received a voluntary check-off authorization card signed by the employee specifically permitting the City to deduct dues from compensation paid pursuant to the Heart and Lung Act. A copy of such authorization card for the check-off of Union dues shall be furnished to the City at intervals no more frequent than once each month. Deductions on the basis of authorization cards submitted to the City shall commence for the month in which the City receives such card or in which such card becomes effective, whichever is later. In case of earnings insufficient to cover deductions, the deduction shall not be made.

B. The City shall remit to the Union's Financial Secretary all monies deducted and a list of all employees for whom a deduction has been made on or before the 15th day of the month after such deductions are made.

C. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice, or assignment furnished under any of such provisions.

The City shall indemnify and save the Union harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by an employee regarding the former provisions of Section 10A(2) dealing with the retiree life insurance entitlement of one hundred thousand dollars (\$100,000).

#### SECTION 4 - LAWS

Matters governed wholly or in part by State or Federal Statute are herein enumerated for reference. The inadvertent exclusion of any pertinent State or Federal law or provision thereof from this enumeration is not intended to, or cannot, negate its legal effect.

##### A. STATUTE

Matters governed wholly or partly by statute include:

1. Civil Service, including appointments, promotions, assignments, transfers, discipline, and discharge.
2. Hours Act.
3. Disability Act of 1935.
4. Anti-Strike Act and Grievances.
5. Workmen's Compensation.
6. Act 111 of June, 1968 (Compulsory & Binding Arbitration).

7. Firemen's Relief and Pension Act as amended.

B. The City shall have the exclusive right to manage, administer and supervise the employees including the right to schedule and assign work, and right to hire, rehire, promote, recall, demote, suspend, discipline, discharge, layoff, or transfer employees, all in accordance with the statutes enumerated above.

The Union recognizes the sole discretion of the Mayor and the Chief to determine vacancies and fill vacancies in accordance with the needs of the Bureau and the public safety as determined by the Mayor.

C. The City and the Union agree that certain past practices exist which are not explicitly recognized by this Contract. The City agrees to give the Union at least fifteen (15) days notice prior to making any changes in such practices, and to meet and discuss with the Union during this fifteen (15) day period relative to the proposed changes.

At this meeting the City is required to give serious consideration to the Union's position and arguments. The City will respond in writing to the

Union's position. At the Union's request a second meeting will be conducted at which time the City will provide a reasonable justification for its decision or its position.

D. SEVERABILITY

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction or the subject matter of this Contract. The parties hereto agree that in the event that any provision of this Contract is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Contract shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Contract.

E. TABLE OF ORGANIZATION

The Bureau of Fire of the Department of Public Safety of the City of Pittsburgh shall be organized into five (5) Districts or Battalions. Each

District or Battalion shall be comprised of four (4) Platoons. Each Platoon shall be commanded by one (1) Deputy Chief and five (5) Battalion Chiefs.

The Bureau of Fire, Department of Public Safety shall organize an administrative division which shall consist of Fire Prevention, Arson, Supply, Training School and 9-1-1 Communication Officers.

The firefighting companies/units of the Bureau shall consist, at a minimum of the following:

- (a) Thirty-three (33) Engine companies;
- (b) Eleven (11) aerial truck companies; and
- (c) One (1) mobile air compressor unit;

which shall be housed in thirty-five (35) stations.

F. The City presently uses a combination of engine companies, truck companies and squads which provide a first response level of manpower at a fire scene of sixteen (16) individuals. In addition, a battalion chief responds to a first alarm. There is no guarantee that either this method of "first response" nor the first response manning complement will be maintained. In consideration of

the relationship between fire scene manning and firefighter safety, any reduction in this number of first responders to a fire scene is subject to bargaining and, if no agreement has been reached within thirty (30) days after a party has demanded such bargaining, to arbitration which follows the Act 111 of 1968 format and time limits as to the selection of partial arbitrators, a neutral arbitrator, and issuance of any award. No such reduction in the number of first responders may be implemented until the arbitration process is completed and an award is issued.

#### G. NEW POSITIONS, DUTIES, QUALIFICATIONS

The City shall have the right to establish duties and qualifications for all positions. New positions shall be posted or bid among qualified employees within the bargaining unit if otherwise required under this contract.

If the City establishes new fire suppression positions, staffing on any engine or truck to which the positions are assigned must meet the minimum standards set forth in the 1992 Reorganization Arbitration Award or, if applicable, any subsequent reorganization award. If the City creates new positions, or increases

duties for existing positions, the City shall provide necessary training for the positions to qualified employees, and the Union may request negotiations between the Parties to establish compensation for such positions. In the event of an impasse, the compensation will be resolved through binding arbitration using the arbitration process established in grievance procedure.

#### SECTION 5 - REGULATIONS AND GENERAL ORDERS

A. By law the Chief is empowered to adopt and, from time to time, to revise regulations governing the operations and uniforms of the Bureau. The City agrees that the Chief shall, before adopting or revising such regulations, present proposed regulations to the Union for review and consultation not less than fifteen (15) days prior to adoption, except in an emergency.

#### B. GENERAL ORDERS

All general administrative orders by the Chief will be in writing. All general administrative orders by a Deputy Chief or a Battalion Chief will also be in writing and will have the approval of the Chief.

## SECTION 6 - TRANSFERS

A. The City shall compile a list of permanent vacancies every two (2) weeks and shall post such list in each unit or company not less than twelve (12) days before the end of the current pay period.

B. Each employee will have ten (10) days from the day of posting to submit a bid on the authorized form, on posted vacancies of rank equal to his or her own.

C. Each employee may submit no more than twenty-one (21) bids in the order of preference. If an employee is the senior qualified bidder on any one of the bids submitted, said employee must accept the position so bid.

D. The senior employee bidding for a vacancy as determined below, shall be transferred to such vacancy at the close of the current pay period.

E. If all positions of equal rank are filled, an employee, with the permission of the Chief, may submit his or her own position for bid in accordance with this Section. The employee so doing shall be transferred to the vacancy created by the employee successfully bidding on the posted position.

## F. SENIORITY

1. Seniority for the purpose of bidding on transfers shall be determined by continuous service in the Bureau.

2. Continuous service shall be calculated from the date an employee was sworn into the Bureau.

3. Employees sworn in at the same time shall be assigned in the order that their names appeared on the eligible list of the Civil Service Commission at the end of their probationary period.

4. Continuous service shall be broken by resignation or discharge.

G. NO LAYOFF CLAUSE

There shall be no layoffs of present or future employees during the term of this agreement.

H. TRANSFERS - HAZMAT

- a) If a Haz Mat certified Firefighters fails to recertify, he/she may be transferred by the City.
- b) The City may require Haz Mat qualified employees to take regularly scheduled medical/physical exams and, for cause, additional medical/physical exams. If a Haz Mat qualified employee refuses to take a medical/physical exam, he/she may be transferred by the City. Such medical/physical examinations shall minimally conform with applicable state and federal guidelines. Any expansion beyond these guidelines must be reasonably related to Haz Mat work.
- c) If a Haz Mat qualified employee is determined to be medically or physically unable to serve in any of the four (4) stages of Haz Mat work, the City may transfer said employee until such time as the

- employee is medically/physically able to return to all of the four (4) stages of Haz Mat work. When the employee is medically/physically able to return to all four (4) stages of Haz Mat work, he/she shall be awarded the next vacant Haz Mat position which the City decides to fill.
- d) Employees who are transferred due to medical/physical disability for a period of six (6) months or less shall continue to receive their Haz Mat pay differential.
- e) An employee transferred from a Haz Mat company under this provision may bid upon any vacant position for which he/she is qualified and which the City decides to fill. Such employees who are not first responder certified may transfer into first responder units unless there are insufficient certified first responders in those units to meet the number of first responders the City requires on such units by uniform rule.
- f) If the City decides to fill the position from which a Haz Mat employee is transferred under this provision, it shall post the

position for bid among qualified employees. If no qualified employee bids upon the position, the City shall post the position for bid and the senior unqualified but interested employee shall be awarded the position, subject to passing the medical/physical exam and training for the position provided by the City. If no unqualified employee bids for the position, the City may, absent a bidder, transfer the least senior qualified employee into the position.

- g) If, due to a reorganization, employees assigned to Haz Mat companies prior to the reorganization are displaced, then such employees shall have first opportunity to bid into the companies which the City designates as Haz Mat companies after the reorganization.

## SECTION 7 - HOURS OF WORK

A. The normal workday shall be either a ten (10) hour day shift beginning at 8:00 a.m. or a fourteen (14) hour night shift beginning at 6:00 p.m., except in the case of employees assigned to Fire Prevention or the Training Academy.

B. The normal workweek shall average forty-two (42) hours. The normal schedule shall be sixteen (16) calendar days and shall consist of four (4) day shifts followed by four (4) pass days off and four (4) night shifts followed by four (4) pass days off, except in the case of employees assigned to Fire Prevention or the Training Academy.

C. This Section defines the normal hours of work and shall not be construed as a waiver of any rights of the City or the Union.

D. Each employee shall be permitted to have at least twenty-four (24) consecutive hours of rest in every workweek except in emergency cases for the suppression of riots or tumults, or the preservation of public peace in times of war, riot, conflagration, or public celebrations.

E. For the purposes of compensation under this Contract, hours of work shall include only duty hours from the time an employee reports for work, inclusive of dining and sleeping periods, when applicable. Time spent at judicial, or quasi-judicial hearings, trials, or at judicial, legislative, or grand jury investigations or at school, seminars, training activities, or serving on Bureau committees, shall, if outside any employee's normal tour of duty and if required by order of the Chief, be compensated as hours of work paid at the rate of time-and-one-half. This requirement shall not apply to work which is the result of a callback or to hours of work in Fire Prevention or at the Training Academy beyond the normal workday or workweek of employees assigned to the Fire Prevention Program or the Training Academy, provided that, in the case of

firefighters normally assigned to firefighting companies, such assignment is during the employee's normal scheduled tour or duty for that day.

1. For purposes of compensation, an employee who volunteers and is approved for training out of the city, will be released from duty with normal pay for the period of time required to attend the training. The City will assume responsibility for the cost of lodging, transportation, registration and per diem expenses.

#### F. BUDDY DAYS

1. Employees may exchange pass days and tours of duty subject to the rules and regulations and orders of the Bureau.

2. The City shall not assume the responsibility nor undertake the enforcement or repayment of time. Responsibility for agreeing to the exchange and for arranging for repayment of time is solely with the individuals exchanging turns.

3. In no event are exchanges of duty tours to be granted in order for any employee to make profit or for the purpose of assuming outside employment of any length or duration.

4. Exchanges of work tours must be for a complete work tour; exchanges of one-half ( $\frac{1}{2}$ ) a tour are permitted for the purpose of attending Fire Science courses at the Allegheny County Community College.

#### G. CALL BACK

1. Callbacks to each rank shall be in-grade and paid at the employee's regular daily rate for such a position or at the callback rate of two hundred twenty-five dollars for a full shift, whichever is greater until December 31, 1998. Effective January 1, 1999, callbacks shall be paid at the employee's straight time rate up to a total of forty-nine (49) hours of work in a week. All hours beyond forty-nine (49) in a week shall be paid at time and one half.

2. Firefighters called back after the beginning of a shift ("partial callback") shall receive for all hours worked an hourly rate equal to the daily

callback rate divided by the number of hours of the shift to which the employee is called back. All partial callbacks shall be for a four (4) hour minimum.

3. Such callbacks shall be subject to the rules, regulations and orders of the Bureau which are attached hereto as Appendices I & J.

One reason an employee will be considered to be not available for a callback will be if his working would violate statutory and contractual requirements for a 24 hour rest period (CF. Section 7-D of the Agreement).

4. No engine or truck company will be taken out of service due to lack of staffing. Engine or truck companies in training or performing inspections during a shift shall not be considered to be out of service for the purposes of this provision. If necessary, the minimum staffing requirements as set forth in the 1992 Reorganization Arbitration Award or, if applicable, any subsequent reorganization award, shall be met through the use of details or callbacks.

5. Callout - A call out occurs only if an employee is called from home after the start of a shift to perform non-suppression duties, and does not include pre-scheduled overtime or overtime of which employees are given notice before the end of their previous scheduled shift. Any overtime callout shall for a four (4) hour minimum.

## **SECTION 8 - HOLIDAYS**

A. For the purpose of this Contract:

- (1) New Year's Day, January 1
- (2) Lincoln's Birthday, February 12
- (3) Washington's Birthday, February 22
- (4) Good Friday
- (5) Memorial Day
- (6) Flag Day, June 14
- (7) Independence Day, July 4
- (8) Labor Day
- (9) Columbus Day, October 12
- (10) Veteran's Day, November 11
- (11) General Election Day
- (12) Thanksgiving Day
- (13) Christmas Day, December 25, and
- (14) Martin Luther King's Birthday, January 15

shall be designated as Holidays except for employees in the Fire Training Academy and Fire Prevention Division who shall observe the day legally observed by the City.

#### B. HOLIDAY ENTITLEMENT

1. An eligible employee who is on pass on a holiday shall be entitled to pay for the holiday at the employee's standard daily wage rate. To be eligible for such holiday entitlement, the employee must have worked his or her last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday or day observed as such. Employees have not "worked" if they are on sick leave or worker's compensation.

2. An employee who works on a holiday shall be paid for such holiday work at the premium rate of two and one-half (2-1/2) times the standard daily rate of pay. In order to receive the holiday rate, the employee must work his or her last regularly scheduled work day immediately preceding the holiday and his or her first regularly scheduled work day immediately following the

holiday. Employees have not "worked" if they are on sick leave or worker's compensation.

3. An employee who is not required to work as scheduled on a Holiday shall be entitled to pay at the regular rate of pay for such unworked Holiday.

4. An employee called out to work on a holiday shall receive a total of one and one-half (1-1/2) times the daily wage and the call-out premium.

C. Effective January 1, 1993, the City shall decide whether employees, other than fire suppression employees assigned to suppression duties on that day will be scheduled to work on a holiday. Unless the City specifically schedules an employee to work on a holiday, it is presumed that the employee is not scheduled to work.

**SECTION 9 - VACATIONS**

A. To be eligible for a vacation in any calendar year during the term of this Contract an employee must have continuous service from the date of first employment with the City as set forth below, and must work during the year in which his vacation is scheduled.

B. Continuous service shall be broken by:

1. A quit.
2. Discharge for cause.

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

**Years of Continuous Service****Tours of Duty of Vacation**

One (1) through four (4)

Two (2)

Five (5) through nine (9)

Three (3)

Ten (10) through fourteen (14)

Four (4)

Fifteen (15) or more

Five (5)

In no event shall a vacation or vacation pay to which an employee may be entitled be carried over or accumulated from one calendar year to the next. A tour of duty shall be four (4) consecutive scheduled workdays followed by four (4) consecutive scheduled days off, except for employees in Fire Prevention, the Fire Academy or Fire Administration.

**D. VACATION SELECTION**

1. Effective in 1998, the following vacation selection system shall be adopted:

1st Battalion	2nd Battalion	3rd Battalion	4th Battalion	5th Battalion
Eng. Co. 32	Eng. Co. 3	Eng. Co. 6	Eng. Co. 4	Eng. Co. 26
Truck Co. 33	Eng. Co. 5	Truck Co. 6	Truck Co. 4	Truck Co. 26
Eng. Co. 34	Eng. Co. 10	Eng. Co. 7	Eng. Co. 20	Eng. Co. 27
Truck Co. 34	Eng. Co. 12	Eng. Co. 8	Eng. Co. 21	Eng. Co. 28
Eng. Co. 35	Eng. Co. 13	Truck Co. 8	Eng. Co. 22	Eng. Co. 29
Eng. Co. 36	Truck Co. 13	Eng. Co. 11	Eng. Co. 23	Eng. Co. 30
Eng. Co. 37	Truck Co. 14	Eng. Co. 15	Eng. Co. 24	Truck Co. 30
Eng. Co. 38	Eng. Co. 18	Eng. Co. 17	Truck Co. 24	
Eng. Co. 39	Eng. Co. 19	Truck Co. 17	Eng. Co. 25	Eng. Co. 31

- a. All companies will be considered single units. Stations housing engine and truck companies together will select vacation as separate units, according to company rosters.
- b. Vacation schedule periods 1 through 19 - Each unit is allowed 3 employees off (that do not work together).
- c. Vacation schedule periods 20 through 46 - Each unit is allowed 2 employees off (that do not work together).
- d. Battalion chiefs, deputy chiefs, and the MAC unit will pick separate.
- e. All employees will be restricted to selecting 1 tour of vacation in periods 20 through 31 until all members of that unit have an opportunity to make a selection in these streets.
- f. All tours of vacation entitlement may be used as single V days.

- g. For vacation schedule periods 1 through 19 - The maximum allowable vacations per Battalion shall not exceed 27 and the maximum allowable vacations Bureau wide shall not exceed 132.
- h. For vacation schedule periods 20 through 46 - The maximum allowable vacations per Battalion shall not exceed 20 and the maximum allowable vacations Bureau wide shall not exceed 100. These numbers do not include Battalion Chiefs, Deputy Chiefs and the Mac Unit.

2. Employees, except those on worker's compensation for 18 months or longer and those assigned to Temporary Modified Duty, will determine vacation preference by drawing lots within each company. Employees on worker's compensation 18 months or longer will not select vacations until their return to duty. Should employees on worker's compensation 18 months or longer return to duty during the year, they will be permitted to schedule their tours of vacation or request pay in lieu of time off.

Prior to December 1 each year each employee shall submit his or her vacation preference for the following year in accordance with the rules and regulations of the Bureau. All vacations will start on the first day of the scheduled work tour. Vacations for those employees who fail to submit written vacation preference in accordance with this procedure shall be assigned vacation periods.

3. No later than January 1 of each year, notice of vacation period scheduled shall be posted. The City has final discretion to reasonably allot vacation periods throughout the calendar year and to change such allotments in order to meet the needs of the public safety.

4. The City will allow an employee who requests a vacation change in writing at least forty-eight (48) hours prior to the time the employee is scheduled to begin his or her vacation to reschedule such vacation if the employee is unable to report for work because of a work-related disability for one or more days immediately prior to his or her scheduled vacation and if the employee does not take his or her vacation during the scheduled period. An employee who is disabled by an illness, non-work related disability or work-related injury so that he or she is unable to work for twenty-four (24) hours or

less prior to his or her scheduled vacation will be eligible for a vacation change upon immediate written request to the City, if the employee does not take his or her vacation during the scheduled period.

5. Should an employee's scheduled vacation fall in a period during which he or she is off on worker's compensation, illness or non-work related injury, the employee may elect to reschedule his or her vacation or accept 100% of the pay to which he or she would have been entitled under §9E in lieu of taking vacation time off.

6. An employee transferring from one company to another may retain and exercise his original vacation selection to the extent that the periods he selected are available in his new company. This rule will apply regardless of the time of year when the employee transfers. The availability of a vacation period will be determined solely by application of the rules governing the maximum numbers of people permitted to be on vacation at various times in the year.

7. Single Vacation Days

Beginning in 1998, all vacation may be used as single days.

All vacation must be scheduled by December 1 of the preceding year as full tours of duty of vacation.

At the time that the employee schedules the tours of duty of vacation, the employee must designate those tours of duty which the employee wishes to use as single vacation days. Any single vacation days that the employee uses will be deducted from the designated tours of duty of vacation beginning with the first day of the designated tour of duty of vacation.

If, by the beginning of the designated tour of duty, an employee has not used all days in the designated tour of duty as single vacation days, then the employee shall use all remaining days of the designated tour of duty during the designated tour of duty as scheduled.

Single vacations days shall, if granted, be granted in order of request.

Employees must request single vacation days at least 30 calendar days in advance of the day on which the single vacation days will be used. No single vacation day will be granted if another employee in that

company is scheduled to be on vacation on the shift requested or if the employee is pre-scheduled for specialized training for that shift.

An employee may not cancel a single vacation day after it has been scheduled. The City may cancel a single vacation day in emergency cases as defined in §7D of the contract.

Requests for emergency single vacation days submitted 48 hours prior to the day on which the single vacation day will be used may be granted by the on-duty Platoon Deputy Chief. No single vacation day will be granted if another employee in that company is scheduled to be on vacation on the shift requested or the maximum number of 132 employees for periods 1 through 19 and a maximum of 100 employees for periods 20 through 46 are permitted to be on vacation in the Bureau has been reached or if the employee is pre-scheduled for specialized training for that shift.

E. Each employee granted a vacation will be paid for each tour of duty of eligible vacation at the rate for the permanent position held when the vacation is taken, for the days the employee would have worked but for the vacation taken.

F. An employee who works in the year that vacation is due to be used and is separated from the City for any reason except discharge prior to taking vacation shall be compensated in a lump sum payment for unused vacation that is due in the year of separation. The lump sum payment shall not count towards pension calculation, and no pension deduction shall be made from the payment.

## **SECTION 10 - INSURANCE**

### **A. Life Insurance**

1. During the term of this contract, each active employee shall be insured by the City for Group Term Life Insurance containing a double indemnity provision for the amount of Thirty-Five Thousand Dollars (\$35,000).

The City shall pay the full cost of said life insurance including the cost of any rate increases during the term of this Contract.

2. Each employee who retires during the term of this Contract shall be insured by the City upon retirement, including disability retirement, pursuant to the applicable pension plan in effect on January 1, 1976, for Fifteen Thousand Dollars (\$15,000) of Group Term Life Insurance. The full cost of this life insurance, including the cost of any rate increases during the term of this Contract, shall be paid for by the City. The City may arrange for this coverage by any means that guarantees the full payment of Fifteen Thousand Dollars (\$15,000), including, but not limited to, annuities or life insurance.

### **B. Health Insurance**

#### **I. Active Fire Fighter Health Insurance**

1. Each employee and his or her eligible dependents, unless covered under another plan, shall be provided with his or her choice of one of the following health insurance plans during the term of this contract:

- a. BLUE CROSS OF WESTERN PENNSYLVANIA  
AND PENNSYLVANIA BLUE SHIELD SELECT  
BLUE POINT-OF-SERVICE (POS) PLAN

The POS plan design is that created by the City's Labor/Management Health Care Task Force. The specific plan terms and conditions are outlined in Appendix B.

- b. HEALTHAMERICA HEALTH MAINTENANCE  
ORGANIZATION (HMO)

The HealthAmerica HMO design is that approved by the City's Labor/Management Health Care Task Force.

The specific terms and conditions are outlined in the Appendix C.

c. US HEALTHCARE HEALTH MAINTENANCE ORGANIZATION (HMO)

The US HealthCare HMO design is that approved by the City's Labor Management Health Care Task Force.

The specific terms and conditions are outlined in Appendix D.

If during the term of this Agreement additional coverage becomes available for Fire Fighters, the City agrees to negotiate with the Union concerning the inclusion of such coverage in this Agreement.

2. The City shall pay for the full cost of the coverage provided above including the cost of any rate increases during the term of this Contract.

3. Employees may make an election of health care plans no less than once each year, at a time determined by the City.

4. a. Dual Coverage. After the Labor/Management Health Care Task Force program becomes effective, if an employee covered under this contract is married to another employee of the City, each employee shall be entitled to the coverage of their choice. However, there shall be no duplication of dependent coverage. Additionally, if both employees elect the same coverage, one employee must elect the bonus waiver program. If an employee covered under this contract elects not to receive health insurance coverage through the City, he or she may enroll in the waiver program explained in Section 10(B)4.c.
- b. After the Labor/Management Health Care Task Force program becomes effective under this contract, if any employee, covered under this contract is married to an individual who has health insurance coverage through

an employer other than the City, he or she may enroll in the waiver program explained in Section 10(B)4.c.

- c. Bonus Waiver Program. The City will only accept a waiver of health insurance coverage if the employee provides proof that he or she is enrolled in another health insurance plan. Acceptable proof will be an enrollment card with the subscriber's name, identification number (Social Security Number) and group number. The City reserves the right to verify that the employee is enrolled in another health insurance plan.

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

### Change in life and family status

### Effect on Waiver

Marriage/Divorce

City employee may enroll in waiver program or de-enroll from wavier program and select a health insurance plan.

Death of Spouse/Dependent

City employee may enroll in wavier program or de-enroll from waiver program and select a health insurance plan.

Birth/Adoption Legal Guardianship

City employee may enroll in waiver program or de-enroll from waiver program and select a health insurance plan.

Spouse Begins Employment

City employee may enroll in the waiver program.

Spouse Loses/Reduces/Ends Employment

City employee may de-enroll from waiver program and select a health insurance plan.

Involuntary Loss/Reduction/  
Termination of Spouse's Coverage

City employee may de-enroll from waiver program and select a health insurance plan.

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

In exchange for waiving health insurance coverage through the City, the employee will receive taxable compensation based on the number of years the employee has waived City health insurance coverage based on the schedule below:

	<u>Gross Annual Payment</u>	<u>Gross Monthly Payment</u>
First year of participation	\$1,150	\$ 95.83
Second year of participation	\$1.250	\$104.17
Third year of participation	\$1.350	\$112.50
Fourth year of participation	\$1.450	\$120.83
Fifth year of participation	\$1.650	\$137.50

For each month that an employee is eligible to waive City health insurance coverage and waives such coverage, an employee will receive the applicable monthly payment. This payment will be made in one paycheck per month.

If an employee terminates his/her participation in the waiver program, should he/she subsequently re-enroll in the waiver program, prior participation will not count towards determining the benefit level. The

annual payment will only increase if participation is consecutive.

## II. Retiree Health Insurance

5. For any employee who retires on or after January 1, 1987, and:
  - a. is not employed or self-employed at the time, and does not become employed or self-employed in the future; or,
  - b. does not have private medical insurance coverage or Medicare through his or her spouse, or the opportunity to purchase such coverage through his or her spouse; or
  - c. whose spouse, also, does not have private medical insurance or Medicare, nor any opportunity to obtain such coverage, for the benefit of herself/himself and/or the employee; shall, on the date of retirement only, be allowed to continue his or her medical insurance

coverage for himself/herself and spouse only, through the City. The City shall contribute towards the cost of this Husband and Wife coverage for each employee so electing, an amount equal to the amount charged for such insurance by the Carrier providing such coverage on the date of his/her retirement. Subsequent rate increases will be paid by the retiree through a pension check deduction.

- d. The plans described in 10(B)(5)(c) are the Blue Cross of Western Pennsylvania/Pennsylvania Blue Shield/Major Medical (BC/BS/MM) Indemnity plan and the HealthAmerica HMO.
- e. After the Labor/Management Health care Task Force program becomes effective under this contract, this group of retirees will be provided with the option to enroll in the Labor/Management Health Care Task Force program during a specified open enrollment

period. Any retiree who terminates his/her Husband and Wife BC/BS/MM Indemnity plan for a Labor/Management Health Care Task Force POS or HMO plan will be permitted to re-enroll in the BC/BS/MM Indemnity plan only once. During a future open enrollment period, any subsequent termination of the BC/BS/MM Indemnity plan will be irrevocable.

- f. If the retiree selects a Labor/Management Health Care Task Force program, his/her monthly pension deduction will be the difference between the Husband/Wife or Individual rate of the Labor/Management Health Care Task Force program.

6. For any employee who retires on or after January 1, 1992, the City will become the health insurer of last resort.

- a. The parties agree to adopt the scope of coverage set forth in the December 27, 1994 letter from the City to

the Union regarding continuation of medical insurance coverage. See Appendix E.

- b. The plans described in 10(B)(6)(a) are the Blue Cross of Western Pennsylvania/Pennsylvania Blue Shield/Major Medical (BC/BS/MM) Indemnity plan and the Health America HMO plan.
- c. After the Labor/Management Health Care Task Force program becomes effective under this contract, this group of retirees will be provided with the option to voluntarily enroll in the Labor/management Health Care Task Force program during a specified open enrollment period. Any retiree who terminates his/her Husband and Wife BC/BS/MM Indemnity plan for a Labor/Management Health Care Task Force POS or HMO plan will be permitted to re-enroll in the BC/BS/MM Indemnity plan only once. During a future open enrollment period, any subsequent termination of

the BC/BS/MM Indemnity plan for a Labor/Management Health Care Task Force plan will be irrevocable.

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

For those retired Fire Fighters and spouses who are eligible for and enrolled in Medicare Part A & B, the City will provide a BC/BS Medical Supplement Plan.

- e. The City and union will provide as an option a Medicare Risk HMO (Premier Program) contract to replace the benefits in Section 10(B)(6)(d). The City will pay the full cost of this program and participation will be voluntary. any retiree who terminates his/her Medicare Supplement coverage described in Section 10(B)(6)(d) will be permitted to re-enroll in the BC/BS Medicare Supplement plan only once. During a future open enrollment period, any subsequent termination of the BC/BS Medicare Supplement plan for a Medicare Risk HMO will be irrevocable. Blue Cross of Western Pennsylvania, US HealthCare or HealthAmerica will be the carriers for the Medicare Risk HMO (Premier Program) Contracts.

7. For any employee who retires on or after January 1, 1995, the City will become the health insurer of last resort.

- a. The parties agree to adopt the scope of coverage set forth in the December 27, 1994 letter from the City to the Union regarding continuation of medical insurance coverage. See Appendix E.
- b. Any employee retiring on or after July 1, 1995 will be provided with Husband and Wife coverage. The plans available to this group of retirees are the POS and two HMO plans designed by the Labor/Management Health Care Task Force, see Appendices A, B and C. Any retiree who resides in a local area where he/she can reasonably access the resources of the provided networks of the above three plans will be covered by one of the three Labor/Management Health Care Task Force health plans.

Any employee who retires between July 1, 1995 and December 31, 1995, who is enrolled in one of the Labor/Management Health Care Task Force plans at the time of retirement, will be permitted to enroll in the BC/BS/MM Indemnity program, described in Exhibit K, upon retirement. The request to enroll in the BC/BS/MM plan must be made in writing to the Employee Compensation office prior to December 31, 1995.

Any retiree who elects the BC/BS/MM Indemnity program during the window period will later be permitted to enroll in a Labor/Management Health Care Task Force plan during a subsequent open enrollment period. Such an election will be irrevocable.

- c. If as a result of a change of residence, a retired Fire Fighter no longer has the ability to reasonably access the resources of any of the three provider networks, the

City will provide the retiree with the BC/BS/MM Indemnity plan. If a retiree relocates to an area that provides a managed care plan and he/she wishes to enroll in the managed care plan, the City will reimburse the retiree for the Husband and Wife cost of the said managed care plan up to the cost of the Husband and Wife BC/BS/MM Indemnity program. To receive this reimbursement the retiree will have to provide the City with acceptable proof that he/she is purchasing a managed care plan.

- d. The City shall continue to provide at its expense medical insurance for each Fire Fighter/spouse who reaches age 65 in those instances where the Fire Fighter or spouse is not eligible for Medicare directly, or through their spouse. Each retired Fire fighter/spouse, upon reaching age 65, must provide the City with proof acceptable to the City that the Fire Fighter/spouse is not

eligible for Medicare benefits, either directly or through his/her spouse. If sufficient proof is not provided, the City's only obligation will be to fund the Medicare benefits provided by Blue Cross of West Virginia and Pennsylvania Blue Shield (BCBS/PBS) only.

For those retired Fire Fighters and spouses who are eligible for and enrolled in Medicare Part A & B, the City will provide a BC/BS Medicare Supplemental Insurance Plan.

- e. The City and union will provide as an option a Medicare Risk HMO (Premier Program) contract to replace the benefits in Section 10(B)(7)(d). The City will pay the full cost of this program and participation will be voluntary. Any retiree who terminates Medicare Supplement coverage described in Section 10(B)(7)(d) will be permitted to re-enroll in the Medicare Supplement plan only once. During the

open enrollment period, any subsequent termination of the BC/BS Medicare Supplement for a Medicare Risk HMO plan will be irrevocable. Blue Cross of Western Pennsylvania, US HealthCare or HealthAmerica will be the carriers for the Medicare Risk HMO (Premier Program) contracts.

8. Any employee who retires under the terms of this contract, and who is married to another City employee at the time of retirement, will not be provided with health insurance coverage so that his/her spouse may participate in the waiver program described in Section 10(B)(4). The active employee will provide coverage for the retired spouse and any eligible dependents, as explained in Section 10(B)(7)(a).

9. a. Whenever any present member of the Fire Bureau becomes eligible to receive a pension from the Firemen's Pension Fund, upon the death of said member, the City shall set up an administrative procedure to allow the member's surviving spouse, if any, to purchase his/her health insurance plan. The health plans available to the retiree will be those available

to the surviving spouse. The spouse's monthly premium will be deducted from his/her pension check.

b. As of January 1, 1997, whenever any present member of the Fire Bureau eligible to receive a pension from the Firemen's Relief and Pension Fund dies, the City shall be responsible for hospitalization coverage for the employee's widow or widower. All costs and rate increases shall be paid by the City.

10. Any employee who retires on or after January 1, 1991, and who receives retiree health insurance as described in Section 10(B) will have the option of purchasing Family level coverage by paying the monthly premium difference between the Family level and Husband and Wife level of coverage. The payment shall be made monthly through a pension check deduction.

11. Effective January 1, 1997, for any member who becomes married after retirement, the City shall provide an Employee/Spouse medical coverage plan at no cost to the employee or spouse. At no time shall the City be responsible for more than one employee/spouse coverage.

All costs and rate increases shall be paid by the City.

12. The City shall pay for the full cost of providing active firefighter health insurance to the spouse and dependents of firefighters who are killed in the line of duty. This benefit shall be applied to the spouses and dependents of firefighters killed in the line of duty since 1990.

C. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE/  
SUPPLEMENTAL LIFE INSURANCE

Each active employee shall be insured at his or her option during the term of this Contract by the City for Accidental Death and Dismemberment for an amount up to One Hundred Thousand Dollars (\$100,000.00). The full cost of this insurance is to be paid by the employee. In the event the City's insurance provider allows a higher maximum amount during the term of this Contract, the City may offer such higher amount to the employee.

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

D. DENTAL INSURANCE

1. Each employee, and his or her family, unless covered under another plan, shall be provided with the Prudential R and C Dental Plan.
2. The City shall pay the full cost of the insurance described above.
3. Each employee and his or her family, shall be offered a choice of dental health maintenance organizations by the City. The City shall pay the full cost of this dental HMO coverage except that the City shall pay no more under this provision than it would have paid had the employee opted for benefits

under subparagraph (1). The City shall pay the dental health maintenance organization up to an amount equal to what it would have paid if the employee had opted for benefits under subparagraph (1).

4. Employees may make an election of dental insurance plans no less than once each year at a time determined by the City. However, any such election opportunity must be separated from the preceding opportunity by a period not less than four (4) months.

5. After the Labor/Management Health Care Task Force program becomes effective under this contract, if an employee, covered under this contract, is married to another employee of the City, only one employee shall receive dental insurance coverage through the City. The employee that receives dental coverage for both City employees and any eligible dependents. The employees involved may decide which employee will receive such insurance. The employee covered under this contract must waive dental insurance coverage if the other employee refuses to do so.

#### E. VISION CARE BENEFIT PLAN

1. Each employee and his or her family, unless covered by an equivalent plan, shall be provided with the Vision Care Benefit Plan that provides the following benefits:

##### FREQUENCY OF SERVICE:

	<u>Employee</u>	<u>Spouse</u>	<u>Children</u>
Vision Exam	24 Months	24 Months	12 Months
Lenses	24 Months	24 Months	12 Months
Frames	24 Months	24 Months	24 Months

##### BENEFITS:

DUAL CHOICE COVERAGE: EMPLOYEE CAN SELECT EITHER:  
 VSP Member Doctor or  
 Non-Member Doctor

	Amount Covered	Amount Reimbursed
Vision Exam	100%	\$30.00
Lenses (Pair):		
Single Vision	100%	\$20.00
Bifocal	100%	\$30.00
Trifocal	100%	\$40.00
Lenticular	100%	\$80.00
Frames	100%	\$24.00
**Contact Lenses (in lieu of glasses):		
Medically Required	100%	100%
Cosmetic	\$75.00	\$75.00

\*Within the program's \$22.00 wholesale allowance (equates to \$44.00 to \$66.00 retail).

\*\*Contact lens allowance includes the cost of the eye exam.

#### Non-Deductible Program

##### Composite

\$6.74

2. The City will pay one hundred percent (100%) of the vision care insurance.

3. After the Labor/Management Health Care Task Force program becomes effective under this contract, if an employee, covered under this contract, is married to another employee of the City, only one employee shall receive vision insurance coverage through the City. The employee that receives vision insurance through the City shall provide vision insurance coverage for both City employees and any eligible dependents. The employees involved may decide which employee will receive such insurance. The employee covered under this contract must waive vision insurance coverage if the other employee refuses to do so.

#### F. COORDINATION OF BENEFITS

All benefits shall be coordinated and not duplicated. In addition to non-duplication of benefits under this Agreement, an employee's insurance coverage as set forth in this Agreement shall be coordinated with similar coverage provided to the employee's spouse, children or other dependents, by

an employer or any other source, to that end that a covered occurrence shall be indemnified only once to the extent provided in this Agreement, with primary coverage apportioned in accordance with the birth date rule adopted by the National Association of Insurance Commissioners.

G. The entire cost of the benefits set forth in Section 10 - Insurance, including the cost of any rate increases, shall be borne by the City except where specifically stated to the contrary, such as in Sections 10(B)9, 10(B)10, and 10(C).

## **SECTION 11 - LEAVES OF ABSENCE**

### **A. FUNERAL LEAVE**

1. Whenever an employee's spouse or child dies, the employee will be granted not more than four (4) scheduled work days off without loss of pay within ninety (90) days of the date of death. Preference in scheduling such days shall be granted only during the ten (10) days following the date of death.

2. Whenever a death occurs in an employee's immediate family, the employee will be granted not more than three (3) scheduled workdays off without loss of pay within ninety (90) days of the date of death. Preference in scheduling such days shall be granted only during the ten (10) days following the date of death. Immediate family is defined to mean parent, parents of spouse, foster parent, brother, sister, grandmother or grandfather of the employee or grandmother or grandfather of the employee's spouse.

3. An employee shall be granted a one (1) day absence from work without loss of pay to attend the funeral service or viewing of the employee's brother-in-law or his spouse, or sister-in-law or her spouse.

## B. SICK LEAVE

Each regular employee will be granted leave for fourteen (14) days in each calendar year in the event an employee is unable to work because of sickness or pregnancy and shall be compensated for such days at the regular daily wage rate.

1. Under this provision an employee cannot accumulate more than one-hundred fifty (150) days sick leave, and an employee is entitled to no more than one-hundred fifty (150) days sick leave in a calendar year.

2. The City may require certification that an employee was unable to perform his or her duties because of an illness if the employee is off work for more than three (3) consecutive workdays or if an employee has used six or more individual sick leave days in the previous calendar year.

3. Each employee shall receive upon retirement, including disability retirement, as determined pursuant to the applicable pension plan in effect on January 1, 1976, a lump sum payment equal to the number of sick

leave days accumulated by the employee not in excess of one-hundred fifteen (115) days.

a) The beneficiary or estate of an employee who dies while still employed will receive payment of accumulated sick leave.

b) The lump sum payment shall be equal to the number of accumulated sick leave days up to 115 days. A sick day shall be calculated on the basis of a five (5) day week at the rate of pay in effect on the date of retirement.

4. For those employees who have accrued over 70 sick days, and have used seven or less days in a calendar year beginning with 1995, the City will buy back up to all of an employee's unused annual allotment of sick days each year for 50% of their value at the employee's daily rate. The City will make this payment by the end of the first quarter of the succeeding calendar year. Payment will be made based on the daily rate in effect at the time reimbursement is made.

C. MILITARY LEAVE

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

D. JURY DUTY LEAVE

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

E. UNION LEAVE

The local Firefighter I.A.F.F. President shall receive sixty (60) days per year for Union business.

F. PREGNANCY LEAVE

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

**SECTION 12 - WAGES AND COMPENSATION**

A. During the term of this contract all days worked shall be compensated at the standard wage rates as follows:

<u>Position</u>	<u>1/1/97</u>		<u>1/1/98</u>		<u>1/1/99</u>	
	<u>Daily</u>	<u>For 183 Days</u>	<u>Daily</u>	<u>For 183 Days</u>	<u>Daily</u>	<u>For 183 Days</u>
Firefighter First Year	134.82	24,672.14	138.20	25,289.03	146.73	26,852.17
Firefighter Second Year	160.06	29,292.25	164.08	30,025.09	174.21	31,880.51
Firefighter Third Year	185.31	33,912.37	189.93	34,757.06	201.69	36,908.86
Firefighter Fourth Year	218.23	39,937.16	223.69	40,934.00	237.52	43,466.00
Fire Lieutenant	240.05	43,930.88	246.06	45,027.40	261.27	47,812.60
Fire Captain	264.06	48,323.97	270.66	49,530.14	287.40	52,593.86
Firefighter Instructor	290.47	53,156.36	297.72	54,473.15	316.14	57,853.25
Battalion Chief	319.51	58,472.00	327.50	59,931.47	347.75	63,638.58
Deputy Chief	351.48	64,319.21	360.24	65,924.62	382.53	70,002.44

1. Effective January 1, 1998, the base salary for a firefighter fourth year shall be ninety-seven percent (97%) of the base salary for a full rate police officer (currently a fifth year police officer) employed by the City of Pittsburgh

and should be maintained at that percentage until January 1, 1999. All other salary levels within the bargaining unit shall be adjusted to maintain the same percentage relationship to a fourth year firefighter as existed on December 31, 1996.

2. Effective January 1, 1999 the base salary of a fourth year firefighter as defined above shall be one hundred percent of the base salary of a full rate police officer as defined above and shall be maintained at that percentage for the remainder of this agreement. All pay rates shall be adjusted accordingly to maintain the same percentage relationship with the fourth year firefighter in existence on December 31, 1996.

3. Should the wages of the police bureau be adjusted in the form of lump sum payments, appropriate adjustments shall be made to the firefighters wages to reflect the above adjustments in order to comply with subparagraphs 1 and 2 above.

B. Acting Pay

1. Displaced officers are deemed to have retained their rank for purposes of salary, promotion and acting pay assignments and shall, by seniority, be recalled to any vacancy in their rank that the City decides to fill.

2. If an employee up to and including the rank of Battalion Chief (or Deputy Chief if notified by the Mayor) is assigned to a higher graded position for one-half (½) shift or more by his or her supervisor, the employee shall be compensated for all time so worked at the standard wage rate for the position to which assigned.

3. Displaced officers shall act first before any firefighter with seniority. This procedure shall be applied within the unit only. If there are no displaced officers, the following shall apply.

4. Assignments as Acting Deputy Chief shall be made to the senior (i.e. longest continuous Bureau seniority) qualified suppression Battalion Chief on duty within the Bureau.

5. Assignments as Acting Battalion Chief shall be made to the senior (i.e. longest continuous Bureau seniority) qualified suppression Captain on duty within the district that the acting assignment is needed.

6. Assignments as Acting Captain or Acting Lieutenant shall be made to the senior (i.e. longest continuous unit or company seniority) qualified employee on duty within the unit or company. In a double company, an assignment as Acting Captain shall be made to the Senior permanently assigned Lieutenant on duty within the unit. In the event there is no permanently assigned Lieutenant on duty within the unit the Acting Captain assignment shall be made to the senior qualified employee on duty within the unit.

7. An acting assignment shall be denied the senior employee only if such person is found to be unqualified to perform the necessary duties. Such denial shall be in writing and shall state the reasons therefore.

8. Nothing in the section shall limit the City's right to detail employees between districts.

### C. DRIVING PAY

1. Each employee holding the rank of Firefighter who is assigned as a driver or tiller operator of any fire truck to respond to calls of emergency fire service shall be paid for each such shift, an additional five dollars and seventy-five (\$5.75).

2. Driving assignments to Fire Fighters within a unit or company shall be made to the senior qualified employee holding the rank of Fire Fighter within the unit or company. The senior employee shall be the employee with the most continuous service in the unit or company.

3. A driving assignment shall be denied the senior employee only if such person is found to be unqualified to perform the necessary duties. Such denial shall be in writing and shall state the reasons therefor.

### D. DETAIL ALLOWANCE

Each Fire Fighter who is detailed for one-half ( $\frac{1}{2}$ ) a shift or more to another location in the City on a temporary assignment (but not as a temporary fill) shall be paid Three Dollars and Fifty Cents (\$3.50).

### E. FIRST RESPONDER

Those Firefighters who are first responder certified and assigned to a first-responder unit shall receive an additional two dollars and twenty cents (\$2.20) per day.

### F. HAZMAT

Those Firefighters who are Haz Mat certified and assigned to a Haz Mat unit shall receive an additional one dollar and ninety cents (\$1.90) per day.

Those Firefighters who are currently assigned to a Haz Mat Unit and not certified, shall, within six (6) months of the issuance of this Award, be provided with the opportunity to train and become certified.

**SECTION 13 - VOLUNTARY REDUCTION IN RANK**

Any member wishing to be reduced in rank may do so upon written request to the Chief, provided there be a vacancy in the lower rank.

**SECTION 14 - UNIFORM ALLOWANCE**

A. 1. The City will supply and replace the following items of clothing free of charge for all Firefighters. The replacements will be made upon proof of need:

<u>1990</u>	<u>1991</u>
(a) Helmet	(a) Helmet
(b) Hood	(b) Two (2) hoods
(c) Two (2) turnout coats	(c) Two (2) turnout coats
(d) Gloves	(d) Two (2) pairs of gloves
(e) Boots	(e) Two (2) pairs of boots
(f) Bunker Pants	(f) Two (2) pairs of bunker pants

The City and the Union will meet and discuss on the subjects of the kinds and quality of turnout gear to be provided.

The City will initially supply dress, work or station uniforms if the City institutes a change in such uniforms.

2. Each permanently appointed employee shall be paid a sum of Five-Hundred Dollars (\$500.00) in the month of February or the first month in the calendar year in which the employee actually works, whichever is later, for the purchase and replacement and maintenance of uniforms and equipment required by the rules and regulations of the Bureau not supplied above.

B. Members of the River Rescue Team shall receive an additional uniform allowance of Forty Dollars (\$40.00) toward the purchase of face mask, mouthpiece and fins. All other required equipment shall be provided by the Employer.

## **SECTION 15 - LONGEVITY**

A. Each eligible employee shall receive one (1) annual longevity payment based on years of continuous service in the Bureau defined in Section 6-F as follows:

<u>Years of Service</u>	<u>Longevity Percentage</u>
Five (5)	2.00%
Six (6)	2.25%
Seven (7)	2.50%
Eight (8)	2.75%
Nine (9)	3.00%
Ten (10)	3.25%
Eleven (11)	3.50%
Twelve (12)	3.75%
Thirteen (13)	4.00%
Fourteen (14)	4.25%
Fifteen (15)	4.50%
Sixteen (16)	4.75%
Seventeen (17)	5.00%
Eighteen (18)	5.25%
Nineteen (19)	5.50%

Twenty (20)	5.75%
Twenty-one (21)	6.00%
Twenty-two (22)	6.25%
Twenty-three (23)	6.50%
Twenty-four (24)	6.75%
Twenty-five (25)	7.00%
Twenty-six (26)	7.25%
Twenty-seven (27)	7.50%
Twenty-eight (28)	7.75%
Twenty-nine (29)	8.00%
Thirty (30)	8.25%
Thirty-one (31)	8.50%
Thirty-two (32)	8.75%
Thirty-three (33)	9.00%
Thirty-four (34)	9.25%
Thirty-five (35)	9.50%

B. The longevity payment shall not be a part of base rates and shall not be considered a part of wages for any purpose.

C. The longevity payment will be made in the month of an employee's anniversary date of service in the Bureau, except for employees who have

completed twenty (20) years of service prior to January 1 of the year, who shall be paid in February.

D. The longevity payment shall be based on the employee's rank and annual wage identified in Section 12A.

## **SECTION 16 - SCOPE**

A. This Contract sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement or agreement not set forth herein.

B. This Contract spells out the total agreement in its entirety between the parties, including wages, salaries, pensions, and all fringe benefits, and there shall be no additions or changes during the term of this contract to the wages, salaries, pensions and all other fringe benefits set forth herein unless mandated by Federal law, or agreed upon by the Mayor and the Union.

C. Employees who retire during the term of this Contract shall receive no adjustment in their pension amount during the term of this Contract.

D. The pension service increment payment to employees who retire between January 1, 1990 and December 30, 1990, inclusive, shall be increased to fifteen dollar (\$15.00) per month for each year of service beyond twenty (20) years; and the pension increment payment to employees who retire on or after January 1, 1991 shall be increased to twenty dollars (\$20.00) per month for each year of service beyond twenty (20) years.

E. Effective for all employees hired after January 1, 1995, any pension payable to an employee shall be reduced for any periodic payments to him or her or on his or her behalf pursuant to workers' compensation laws on account of the employee's employment with the City, provided however, that the pension benefit will be limited so that, when added to the monthly workers' compensation benefit, the sum will not exceed the regular monthly earnings of the member at the time of disability pension.

F. The City and the Union agree to adopt the smoking policy set forth in S.O.P. 56, as amended to delete any reference to City Ordinance No. 20,

except that where mutual agreement cannot be reached, the Chief will exercise jurisdiction to resolve any dispute.

G. The City and the Union shall convene a joint labor management committee to negotiate regarding the implementation of an appropriate drug and alcohol policy. If the parties are unable to reach an agreement on the implementation of a drug and alcohol policy, either party may submit the unresolved issues to a tripart panel of arbitrators, with one arbitrator being appointed by each party and the third being selected by the agreement of the appointed arbitrators or through the Act 111 procedures for arbitrator selection.

## **SECTION 17 - GRIEVANCE PROCEDURE**

A. A "grievance" is a complaint by an employee regarding the interpretation or application of, or compliance with this Contract; or a complaint by the Union regarding the interpretation or application of, or compliance with a right specifically granted to the Union under this Contract.

### **B. PROCEDURE**

#### **STEP 1**

1. An employee who has a grievance, or the Union if it has a grievance, shall file such grievance in writing with the Chief within ten (10) days after the occurrence of the event giving rise to the grievance.

2. Within five (5) days of the filing of the grievance a meeting shall be held between the Chief or his designated representative and the President of the Union or his designated representative, unless the parties agree to a meeting at a different date.

3. The Chief shall respond in writing within five (5) days of such meeting.

4. If the grievance has not been satisfactorily resolved in Step 1, it can be taken by written appeal to Step 2 within five (5) days of the Chief's answer in Step 1.

5. Grievance meetings shall be conducted at a time and place mutually acceptable to both parties. This does not require the City to schedule these meetings during working hours.

## STEP 2

1. The President of the Union or his designated representative and the Mayor of the City of Pittsburgh or his designated representative shall discuss such grievance at a meeting within five (5) days following receipt of the written appeal, unless the parties agree to a meeting on a different date.

2. Grievances discussed in such meeting shall be answered by the City within five (5) days after the date of such meeting, unless by mutual agreement, a different date for disposition is agreed upon.

3. If the City's decision in Step 2 is not appealed by the Union to arbitration in writing within twenty (20) days of the Step 2 meeting, that particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal.

4. Grievance meetings shall be conducted at a time and place mutually acceptable to both parties. This does not require the City to schedule these meetings during working hours.

## STEP 3

1. Any grievance that has been processed in accordance with provisions of this Section of this Contract, but not satisfactorily settled, shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, at any time within twenty (20) workdays (or longer period if mutually agreed upon) after receipt of such written appeal, the parties are unable to agree upon an arbitrator, the American Arbitration Association shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From

such list, the City and the Union shall each alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The City shall strike first.

2. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Contract. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than thirty (30) days beyond the date on which the dispute was first presented as a grievance in writing. The fees of the arbitrator and expenses of arbitration shall be borne in equal shares by the City and the Union. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Contract.

C. In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged Contract violation occurring on different occasions, a single grievance may be processed and the

fact of the alleged additional violations including the dates thereof may be presented in writing directly in Step 2. Such additional claims shall be filed promptly and signed by each additional grievant. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance shall review each pending claim in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall thereafter be considered as a separate grievance and processed in accordance with the applicable procedure and the applicable time limitations.

D. All time limitations in this grievance procedure shall exclude Saturdays, Sundays and Holidays and may be extended by mutual agreement of the City and the Union.

**SECTION 18 - PRINTING CONTRACT**

1. The City shall have the option of printing the contract at its expense, and if it does so the City shall complete the printing of the Contract within sixty (60) days of the effective date of the Contract or of the date of the Award, whichever is later.

2. If the City has not completed the printing of the Contract within the time limits as established by paragraph 1, above, then the Union shall have the right to print the Contract, and the City shall assume reasonable costs for the printing of the Contract.

**SECTION 19 - DRIVER'S LICENSE**

An employee who has his driver's license suspended shall for the purpose of maintaining employment be assigned duties and responsibilities that do not require the driving/operating of any emergency vehicle during suspension. It is also understood that the employee will comply with the "Letter of Understanding" dealing with the mandatory employee assistance program established by Local No. 1 and the City. If the "Letter of Understanding" is violated, the employee will appear before a Trial Board according to the provisions of the Civil Service Law. Such employee shall not be entitled to act out of grade for the period of suspended driving privileges pursuant to the terms of the sidebar agreement executed between the City and Local No. 1. See Appendix F.

PITTSBURGH FIRE FIGHTERS

CITY OF PITTSBURGH

UNION LOCAL NO. 1

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## APPENDICES

### Appendix

Entitlement to Holiday Premium Pay .....	A
POS Medical Plan Design.....	B
HealthAmerica HMO Summary of Benefits .....	C
U.S. Healthcare Member Copayment Schedule.....	D
Continuation of Medic Insurance Coverage .....	E
Employment Status of Fire Fighter With Suspended Driving License .....	F
Procedures for Heart and Lung Act Claims .....	G
Compromise Acceptance to Section 10A(2) Insurances.....	H
Officer Bulletin 97-7 Revised – Call Back Procedures.....	I
November 18, 1997 Clarification Letter .....	J
Indemnity Plan Design .....	K

# City of Pittsburgh



## DEPARTMENT OF LAW

Mary K. Conturo  
City Solicitor

## Pennsylvania

Office of Labor Relations  
(412) 255-2635

313 City-County Building  
Pittsburgh, PA 15219

March 13, 1990

Joseph King, President  
Pittsburgh Firefighters, Local No. 1  
P.O. Box 8468  
Pittsburgh, PA 15219

RE: Entitlement of Holiday Premium Pay

Dear Mr. King:

This letter will confirm our conversation concerning the intent of Sections 8B1 and 8B2 of the Contract which were amended by the recent arbitration award. Under that language employees who are sick or on worker's compensation on either their workday immediately before or their workday immediately after a holiday are not entitled to holiday pay. Based on our knowledge of the purpose and intent of these sections gained from bargaining history and executive sessions, we agree to the following:

1. An employee who works on his first regularly scheduled workday immediately following the holiday, is injured on the job, and goes on worker's compensation for the remainder of his work day, does not lose holiday pay under §8B1.
2. An employee who works on his last regularly scheduled workday immediately preceding the holiday, is injured on the job and goes on worker's compensation for the remainder of his workday but who works on his first regularly scheduled workday immediately following the holiday, does not lose holiday pay under §8B1.
3. An employee who works on either the holiday or his or her first regularly scheduled workday immediately following the holiday, is injured on the job and misses the remainder of his or her workday either on the holiday or the workday immediately following the holiday, does not lose holiday pay under §8B2.
4. An employee who shows up for work on his last scheduled workday immediately preceding the holiday, is injured on the job and goes on worker's compensation for the remainder of the day, but who works on the holiday and on his or her first regularly scheduled workday immediately following the holiday does not lose holiday pay under §8B2.

APPENDIX A


Joseph King, President  
RE: Entitlement of Holiday Premium Pay  
March 13, 1990

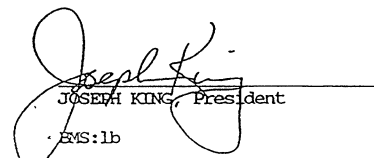
Page Two

5. An employee who is on suspension or other unpaid status on his or her last scheduled workday immediately preceding or immediately following a holiday has not worked and is not entitled to holiday pay under either §8B1 or §8B2.

Please indicate your agreement with this Interpretation of §8B1 and §8B2 by signing on the line indicated below.

Sincerely,

  
Bernard M. Schneider  
Deputy City Solicitor

  
JOSEPH KING, President  
BMS:lb

## APPENDIX E

Plan Overview	Coordinated Care	Self-Referral Care
Choice of Providers	All in-network care must be coordinated by the Primary Care Physician. Each covered participant is required to designate a Primary Care Physician.	Freedom of choice with reduced benefits.
Deductible	Waived	\$250 per individual/\$500 per family
Coinurance	Waived, plan pays 100% (except as noted below)	Plan pays 80% of R&C after deductible
Out-of-Pocket Maximum	Not applicable	\$1,500 per individual \$3,000 per family (includes deductible)
Lifetime Maximum	\$1,500,000	\$500,000
Annual Maximum	Not applicable	\$100,000

Plan Features	Coordinated Care	Self-Referred Care
Inpatient Hospital Stays (excluding MHSA)	Plan pays 100%	Plan pays 80% of R&C after deductible*  * Precertification admission is required subject to a penalty.
Outpatient Surgery	Plan pays 100%	Plan pays 80% of R&C after deductible
Doctor's Office Visits		
— Medically necessary	— Plan pays 100% after \$5 copay	— Plan pays 80% of R&C after deductible
— Routine physicals	— Plan pays 100% after \$5 copay	— Not covered
Preventive Care Services*		
— Blood pressure	— Plan pays 100%	— Not covered
— Cancer screens	— Plan pays 100%	— Not covered
— Total cholesterol	— Plan pays 100%	— Not covered
— Blood glucose	— Plan pays 100%	— Not covered
— Urinalysis ECG	— Plan pays 100%	— Not covered
— Pap smear	— Plan pays 100%	— Not covered
— Mammogram	— Plan pays 100%	— Not covered
— Immunizations (routine adult and child)	— Plan pays 100%	— Not covered
* Frequency determined by the network administrator		

## POS Medical Plan Design

Other Features	Coordinated Care	Self-Referred Care
Claims Filing	No claim forms	Employee must file claim forms
Amounts in Excess of Reasonable and Customary	No balance billing allowed	Balance billing allowed. Employee responsible for amounts in excess of R&C.
Precertification of Hospital Admission	Provider's obligation	Employee's obligation to call for precertification. Precertification is required subject to a penalty.
Subrogation	Applies to all benefits under the Plan	
Transitional Care for Serious/Life Threatening Conditions	90 days after the network is operational. Extensions beyond 90 days will be determined as appropriate by the network administrator.	
Eligible Dependents	<ul style="list-style-type: none"> <li>— Employee's spouse</li> <li>— Unmarried children to age 19, full-time students to age 25, handicapped/disabled children covered to any age if disabled prior to age 19</li> </ul>	

## POS Medical Plan Design

Plan Features	Coordinated Care	Self-Referred Care
Emergency Room Visits	Plan pays 100% after \$25 copayment, waived if admitted	Plan pays 80% of R&C after deductible
Allergy Injections	Plan pays 100% ■ \$5 copay charged only if administered by a physician	Plan pays 80% of R&C after deductible
Annual OB/GYN Exam	Plan pays 100% after \$5 copay for one routine gynecological exam per year. No PCP referral required	
Chiropractic Services	Plan pays 100%	Plan pays 80% of R&C after deductible. ■ Annual maximum of 25 manipulations per year
Podiatric Services	Plan pays 100%	Plan pays 80% of R&C after deductible
Maternity Care	Plan pays 100%	Plan pays 80% of R&C after deductible
Diagnostic Lab and X-Ray	Plan pays 100%	Plan pays 80% of R&C after deductible
Outpatient Chemotherapy	Plan pays 100%	Plan pays 80% of R&C after deductible
Outpatient Radiation Therapy	Plan pays 100%	Plan pays 80% of R&C after deductible

## POS Medical Plan Design

Plan Features	Coordinated Care	Self-Referral Care
Home Health Care	Plan pays 100%	Plan pays 80% of R&C after deductible
Outpatient Physical Therapy	Plan pays 100%	Plan pays 80% of R&C after deductible ■ 100 visit annual maximum
Skilled Nursing Facility	Plan pays 100%	Plan pays 80% of R&C after deductible
Private Duty Nursing	Plan pays 100%	Plan pays 80% of R&C after deductible
Emergency Ambulance (Ground and Air)	Plan pays 100%	Plan pays 80% of R&C after deductible
Durable Medical Equipment	Plan pays 100%	Plan pays 80% of R&C after deductible
Hospice	Plan pays 100%	Plan pays 80% of R&C after deductible

## POS Medical Plan Design

Plan Features	Coordinated Care	Self-Referral Care
Non-Emergency Ambulance (Medically Necessary)	Plan pays 100%	Plan pays 80% of R&C after deductible
Assistant Surgery	Plan pays 100%	Plan pays 80% of R&C after deductible
Anesthesia	Plan pays 100%	Plan pays 80% of R&C after deductible
Inpatient Physical Therapy	Plan pays 100%	Plan pays 80% of R&C after deductible

## POS Medical Plan Design

Other Features	Coordinated Care	Self-Referrred Care
Centers of Excellence Program	Plan pays 100% for hospital and physician at designated centers of excellence. Travel, transportation and lodging expenses reimbursed up to \$10,000 with approval. Program is optional when coordinated with the network administrator.	Not applicable
Coordination of Benefits	<ul style="list-style-type: none"> <li>— If parents are married, birthday rule is applicable</li> <li>— If parents are separated or divorced, the parent with custody provides primary coverage.</li> </ul>	

## Managed Mental Health and Substance Abuse Plan Design

Plan Features	Coordinated Care	Self-Referrred Care
Overview	Care provided through a specialty provider network and coordinated by a specialty MHSA review organization	Free choice of providers with reduced benefits
Coordination With EAP	For future discussion	
Mental Health <ul style="list-style-type: none"> <li>— Inpatient</li> <li>— Outpatient office visits</li> </ul>	<ul style="list-style-type: none"> <li>— Plan pays 100%</li> <li>— Plan pays 100% after \$15 copay</li> </ul>	<ul style="list-style-type: none"> <li>— Plan pays 50% after deductible -- 30 day maximum per year</li> <li>— Plan pays 50% after deductible -- \$1,500 annual maximum</li> </ul>
Substance Abuse <ul style="list-style-type: none"> <li>— Inpatient (detox and rehab)</li> <li>— Outpatient office visits</li> </ul>	<ul style="list-style-type: none"> <li>— Plan pays 100%</li> <li>— Plan pays 100% after \$15 copay</li> </ul>	<ul style="list-style-type: none"> <li>— Plan pays 50% after deductible -- 30 day maximum per year</li> <li>— Plan pays 50% after deductible -- \$1,500 annual maximum</li> </ul>
Lifetime Maximum for Combined MHSA (separate from medical)	\$250,000	\$50,000

## Prescription Drug Plan Design

Plan Features	
<p>Network Pharmacy (30-day supply or 100 units)</p>	<ul style="list-style-type: none"> <li>■ Generic Drugs (or brand name, if no generic available)               <ul style="list-style-type: none"> <li>— Employee pays 10% (up to a maximum of \$10)</li> <li>— Plan pays 90% (or remaining balance)</li> </ul> </li> <li>■ Brand name (if brand is demanded, when generic is available)               <ul style="list-style-type: none"> <li>— Plan pays 90% of generic cost</li> <li>— Employee pays 10% of generic cost (up to a maximum of \$10) plus the difference in price between generic and brand</li> </ul> </li> </ul>
<p>Mail Order (90-day supply)</p>	<ul style="list-style-type: none"> <li>■ Generic Drugs               <ul style="list-style-type: none"> <li>— \$10 copay</li> </ul> </li> <li>■ Brand Name Drugs               <ul style="list-style-type: none"> <li>— \$15 copay</li> </ul> </li> </ul>
<p><i>Alternative Feature: Annual Out-of-Pocket Maximum</i></p>	<p><i>\$500 for network and mail order combined</i></p>

OPTION 2  
CITY OF PITTSBURGH  
HEALTHAMERICA HMO SUMMARY OF BENEFITS  
(COMMUNITY RATED AND SELF-FUNDED)

### OUTPATIENT SERVICES

- Routine Physical Exams
- Routine Mammograms
- Routine OB/GYN Exam & Pap Test
- Periodic Eye Exams
- Well Baby Care (Routine Check-Ups)
- Immunizations
- Hearing Tests and Exams
- Health Education Programs (Weight Control, Stress Management, Lungze, etc.)

Outpatient Service

Chemotherapy Treatment  
Home Health Care Services  
Physician Office Visits for Mental/Nervous Ca  
Physician Office Visits for Alcohol & Drug Ab  
Outpatient Diagnostic X-rays and Lab  
Outpatient Physical Therapy

### Doctor Visits-Employee and Dependent Doctor Visits (After Office Hours)

INPATIENT SERVICES  
Hospital Services  
Inpatient Days

**Inpatient Medical  
Surgery**

Residential Treatment for Alcohol  
& Drug Addiction  
Inpatient Diagnostic X-rays and Lab  
Inpatient Chemotherapy  
Inpatient Physical Therapy

Emergency Care for a

**OTHER MEDICAL BENEFITS**

Prescribed Drugs (including oral contraceptives)

Durable Medical Supplies (non-disposable)

### Prosthetic Appliances Packed Red Blood Cell

Allergy Testing  
 Allergy Serums  
 Ambulance Services  
 Annual Deductible Per Person  
 Annual Deductible Per Family  
 Maximum Reimbursement Per Person

Dependent Students  
Disabled Children

For a detailed description of the HMO plan please refer

## APPENDIX C

12

	Covered 100%
	Covered 100%
	Covered 100%
	30 Copy/visit (20 visit limit/oncmt year)
	60 Visit/oncmt year (120-visit lifetime limit)
	Covered 100%
	Covered up to 15 visits or 60 consecutive days per condition (whichever is greater).
	Covered with copayment benefit.
	Covered 100%
	510 Copy/visit
	Covered 100%
	Covered 100%
	Covered 100%
	Covered 100%
	30 Copy (30 day/oncmt year,
	90-day lifetime limit)
	30 Day/oncmt year (90-day lifetime limit)
	Covered 100%
	Covered 100%
	Covered up to 15 visits or 60 consecutive days per condition (whichever is greater).
	Combined with outpatient benefit.
	100 Day/oncmt year
	No Copay
	35 Copy or generic \$10 Copay per brand
	Covered 100%
	Covered 100%
	Covered 100%
	Covered 100% except blood and blood products required for transplant conditions
	Covered 100%
	Not Covered
	Covered 100%
	Note
	Note
	Undrafted
To age 25	
To age 25	
To any age with proof of disability	

U.S. HEALTHCARE  
- Pittsburgh -  
MEMBER COPAYMENT SCHEDULE

Basic Plan

<u>Benefit</u>	<u>Copayment</u>
Primary Care Physician Office Visit	\$ 2.00
During Office Hours	\$ 5.00
Non-Office Hours	\$ 5.00
Primary Care Physician Home Visit	
Specialist Physician Office Visit	none
During Office Hours (with referral)	\$ 5.00
Non-Office Hours (emergency care)	
Routine Eye Exam by Participating Ophthalmologist or Optometrist	\$ 2.00
Annual Routine Gynecological Exam by Participating Gynecologist	\$ 2.00
Hospital Outpatient Department Visit During Business Hours (with referral)	none
Outpatient Emergency Services Hospital Emergency Room or Outpatient Department	\$15.00
Copayment will be waived for: 1) procedures which should have been performed in Primary's office; and 2) if Member is admitted as a result of the emergency.	
Outpatient Alcohol or Drug Services	none
Outpatient Mental Health Visits (with referral - maximum 20 visits per Member per year) *-or 50% of the cost of the visit, whichever is less	Visits 0-2: none Visits 3-10: \$10.00* Visits 11-20: \$25.00*

APPENDIX D

Form: USH/PIT GMC/COP-9 (2/90)

Inpatient Services  
(including inpatient mental health, drug and  
alcohol detoxification and skilled nursing  
facility care)

none

Inpatient Non-Hospital Facility (Drug or Alcohol Only)

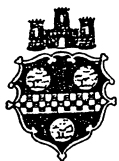
First course of treatment none  
Second and subsequent courses of treatment 50% of the cost  
of service

NOTE:

Copayments made by or on behalf of a Member during the year shall not exceed 50% of the total annual premium which members would be required to pay if no copayments were charged for services pursuant to this Contract. Member must demonstrate that copayments in excess of such amount have been paid during the calendar year.

Copayment maximum does not apply to non-basic services such as mental health visits and drug and alcohol copayments.

Form: USH/PIT GMC COP-9 (2/90)



City of Pittsburgh  
Pennsylvania

Department of Law Office of Labor Relations  
LWW\RETMED.FIR/plp

DIRECT DIAL:  
(412) 255-2018

December 27, 1994

Joseph E. King  
President  
Pittsburgh Firefighters Local No. 1  
P.O. Box 8468  
Pittsburgh, PA 15220

Re: Continuation of Medical Insurance Coverage

Dear Mr. King:

The City is willing to extend the following offer with respect to the continuation of medical insurance coverage for eligible fire retirees. Pursuant to the current language of Section 10-F of the Contract between the City and Local No. 1, the City's obligation to provide continuation of health insurance coverage is terminated if the employee is or becomes employed or self-employed or has access to private medical insurance coverage or Medicare through his/her spouse or if his/her spouse has private medical insurance or Medicare or any opportunity to obtain such coverage. In accordance with the present language of Section 10-F, once an employee's coverage is terminated due to the satisfaction of one of the enumerated events, that individual has no right to be reinstated to the City's medical insurance coverage. The City is willing, however, to make the following adjustments to the application of Section 10-F.

APPENDIX E

Page 2  
Joseph E. King  
President  
December 27, 1994

LWW\RETMED.FIR/plp

- 1) Any employee who retires after January 1, 1992 who at the time of retirement has group medical coverage or Medicare or access to such coverage because of other employment or through his/her spouse will not continue to be covered by the City of Pittsburgh, provided, however, that should such coverage terminate or cease to be available, the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.
- 2) Any employee who retires after January 1, 1992, who after retirement has group medical coverage or Medicare or access to such coverage from another source either through his/her employment or through his/her spouse will not continue to receive health insurance benefits from the City of Pittsburgh, provided however, that should such coverage terminate or cease to be available, the employee will be reinstated to his/her medical insurance benefits by the City of Pittsburgh.
- 3) The parties agree that a termination of coverage which will entitle the retiree/spouse to a reinstatement of City health insurance benefits does not include a voluntary termination of coverage so that the retiree/spouse may elect the City's health insurance coverage. The retiree must provide the City with written notification of any termination of his/her health insurance benefits within thirty (30) days of the termination in order to ensure no lapse in coverage.

The City will upon an employee's retirement require acceptable proof that the retiring employee (and his/her spouse) is not covered or eligible for medical insurance coverage by another

Page 3  
Joseph E. King  
President  
December 27, 1994

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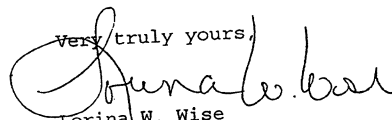
source. The City shall require annual verification of continued eligibility for coverage. Acceptable proof may be a notarized affidavit and a copy of the employee's Federal Income Tax return. Individual's required to provide a copy of their federal tax return shall be allowed to redact the return to exclude financial information not related to verification of employment.

Should the City discover that the retiree and/or spouse has other coverage or access to other coverage which the retiree and/or spouse has failed to report to the City, City provided health insurance will be permanently terminated. Individuals will be considered to have access to other coverage even if the retiree or spouse must make a contribution for health insurance. This agreement does not negate the City's obligation pursuant to 10-F-3 to pay the entire cost of coverage for those otherwise eligible for coverage.

It is the agreement of the parties that the City of Pittsburgh is to be the health insurer of last resort. As the health insurer of last resort, the City will provide health insurance benefits for a firefighter and his/her spouse who retires after January 1, 1992, where such firefighter and his/her spouse does not have access to enroll in any other group health insurance plan.

If you are in agreement with this interpretation of Section 10-F, please indicate your agreement by signing in the space provided below.

Very truly yours,

  
Lorina W. Wise  
Assistant City Solicitor

LWW:plp

Firefighters Local No. 1



# City of Pittsburgh Pennsylvania

LWW\FIRESUS.LIC/plp

Department of Law Office of Labor Relations

DIRECT DIAL:  
(412) 255-2018

April 12, 1995

Joseph King, President  
Pittsburgh Fire Fighters Local No. 1  
P.O. Box 8468  
Pittsburgh, PA 15220

Re: Employment Status of Fire Fighter With  
Suspended Driving License

Dear Mr. King:

This letter shall serve to set forth the understanding of the parties with regard to the revisions to Section 19 of the collective bargaining agreement between the City of Pittsburgh and the Pittsburgh Fire Fighters Local No. 1. The language shall apply to all bargaining unit members who have their driving privileges suspended for any reason and for any duration after January 1, 1995.

The employee shall immediately notify his proper authority of any suspension of driving privileges, and the employee shall thereafter not be allowed to accept any assignment which involves the operation of a motor vehicle, including any driving privileges pursuant to the Civil Service Act. During any suspension of driving privileges, fire fighters shall also not be entitled to act out of grade.

In those cases where the Chief reasonably believes that the use of drugs or alcohol are involved in the loss of driving privileges, he shall order the employee to execute and comply with the terms of a "Letter of Understanding" enrolling the employee in the mandatory employee assistance program (Track III) established by Local No. 1 and the City. The employee shall remain in Track III and shall be subject to the terms of the Letter of Understanding until such time as the EAP provider determines it to be no longer necessary.

APPENDIX F

313 City - County Building, Pittsburgh, Pa 15219 (412) 255-2635

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Page 2

Joseph F. King, Jr., President

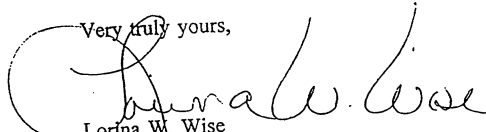
April 12, 1995

Re: Employment Status of Fire Fighter With  
Suspended Driving License

If an employee refuses to execute the Letter of Understanding, refuses or fails to abide by its terms, or if an employee operates a City vehicle after notification that his license has been suspended, he or she will be charged and will appear before a Trial Board according to the provisions of the Civil Service Law.

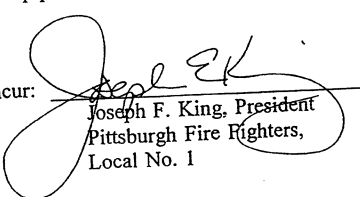
If this letter sets forth your understanding of our agreement on this matter, please signify by signing below and returning one copy to me.

Very truly yours,

  
Lorina W. Wise  
Assistant City Solicitor

LWW:plp

Concur:

  
Joseph F. King, President  
Pittsburgh Fire Fighters,  
Local No. 1
Appendix

## PROCEDURES FOR HEART AND LUNG ACT CLAIMS

An agreement reached between the City of Pittsburgh  
and the Pittsburgh Fire Fighter's Local No. 1

## Subchapter A. GENERAL PROVISIONS

## 100.1 Scope.

This agreement applies to all proceedings before arbitrators selected by the parties to hear claims filed pursuant to the Heart and Lung Act, 53 P.S. 637. There shall be no changes or amendments to the procedures as listed below unless either party files a request for such changes in accordance with the procedures of Act 111 of 1968, if legislation is enacted modifying the workers' compensation law, the parties agree to bargain over the incorporation of such changes into those procedures in accordance with Act 111.

## 100.2 Definitions

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

— APPENDIX G —

A-1

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

**Cancer --** Cancer resulting in either temporary or permanent disability or death, after four (4) or more years of service as a Fire Fighter, which is caused because of exposure to heat, toxic smoke, fumes, gases and/or hazardous materials shall be presumed to be a compensable injury. The City shall, however, retain the ability to rebut the presumption by substantial competent evidence.

**Causation --** Refinements and clarifications of the standards of proof requiring causal connection between employment and the injury which have been developed through workers' compensations and apply to heart and lung cases where the issue of whether the disability is work related are in dispute.

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

**City --** City of Pittsburgh

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

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

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

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

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

**Infectious Disease --** Any member who contracts an infectious disease while in the performance of their duty it shall be presumed to be a compensable injury. The City shall, however, retain the ability to rebut the presumption by substantial competent evidence.

**Party --** Includes claimant and the City.

**Presumption and Burden of Proof --** Employer has the burden of providing substantial evidence, a "reasonable inference", that an employee's disability is of lasting and/or indefinite duration, in order to establish that the disability is permanent for the purpose of terminating benefits under the Heart and Lung Act.

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

**Report to Physicians as Required --** Establish a list of no less than six (6) physicians licensed in the Commonwealth of Pennsylvania to be chosen by the City.

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

### 100.3 Initial Claims.

- (a) An initial claim shall be filed with the City Administrator within one hundred twenty (120) days of the date in which the claimant knew or should have known of the work related injury.
- (b)(1) The initial claim must be submitted on the form provided by the City Administrator.
- (b)(2) There shall be a form, provided by the City, notifying the City that an employee is filing a claim under the Heart & Lung Act.

(c) The City Administrator will make a determination approving or denying any claim within twenty-one (21) days of receipt of the initial claim.

(d) In the event the City Administrator denies a claim, a "Notice of Denial" will be served on the claimant. Such Notice will advise the claimant of their right to file a claim petition and the time period of such filing. A copy of the Notice of Denial will also be sent to the Pittsburgh Fire Fighters, Local No. 1

(e) Reporting to the Physician.

1. It is required that each injured employee, after filing a claim, must report to one of the licensed physicians identified by the City for a period not to exceed thirty (30) days. After the thirty (30) day requirement, the injured employee may elect to be treated by a physician of his or her choice.

2. Injured employees must notify the City within five (5) days of change in physicians. Failure to do so may result in the employee reimbursing all medical charges.

3. All medical bills shall be continued to be paid by the City until the employee receives notice that the claim is denied or if the claim is accepted until the disability no longer exists.

4. In all cases where surgery is recommended, the injured employee shall be allowed to get a second opinion from a physician of their choice. The City shall pay the cost for the second opinion provided that the physician chosen by the employee is Board certified in the specialty area for which the surgery is recommended.

5. The City proposes to add the following language that: Prior to the injured employee proceeding with treatment/surgery from a non panel provider, that employee must consult with the City's panel provider if such treatment or surgery is within the first thirty (30) days of

treatment. The final decision as to the surgery and choice of surgeons would remain with the employee.

6. A copy of physicians and medical facilities shall be sent and delivered to each employee.

#### **100.4 Identifying number.**

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

#### **100.5 Form of Pleadings.**

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

#### **100.6 Verification of pleadings.**

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

#### **100.7 Filing, service, and number of copies.**

(a) An original and two (2) copies of all first petitions shall be filed with the City Administrator. The City Administrator shall serve a copy of the petition on the opposing party.

(b) An original and two (2) copies of an answer to a first petition shall be filed with the City Administrator.

(c) Other submittals. In the case of any other petitions, answers, pleadings, motions, documents, briefs, or other submittals, a party shall file an original with the arbitrator, and shall serve a copy thereof on the other party.

#### **100.8 Petitions.**

(a) All filings relating to claims for benefits, modification of benefits, suspension of benefits, reinstatement of benefits, review of benefits, request to set aside final receipt or any matter relating to medical examination or discovery of evidence shall be commenced by petition.

(b) A claim petition must be filed within thirty (30) days of receipt of "Notice of Denial" of benefits prepared by the City Administrator and served on the claimant.

#### **100.9 Answers.**

(a) The non-petitioning party shall file an answer within fifteen (15) days following service of a petition.

(b) An answer must be filed to all petitions.

#### **100.10 Amendments to pleadings.**

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

#### **100.11 Continuances.**

(a) General rule. Continuances may be granted for cause shown at the discretion of the arbitrator to whom the case has been assigned.

(b) Procedure. The procedure shall comply with the following:

(1) Except as hereafter provided, requests for continuances shall be made to the arbitrator promptly upon receipt of the notice of hearing, but not later than five (5) business days prior to the hearing date. Any requests for continuance made within five (5) business days prior to the hearing date shall not be considered unless the arbitrator is satisfied that circumstances relating to the requested continuances occurred within five (5) business days of the hearing date.

(2) Prior to the request, the party requesting the continuance shall ascertain the position of all other parties in the case relating to the continuance and shall advise the arbitrator of the foregoing at the time of the request.

(3) If a continuance is granted, the arbitrator may impose any conditions and direct any action by any party which the arbitrator deems reasonable under the circumstances.

(c) Circumstances to be considered. In ruling on requests for continuance, the arbitrator may consider any of the following:

(1) The position of the parties relating to the request for the continuance.

(2) The number of prior continuances and at whose request granted.

(3) Whether the requested continuance will work an undue hardship on any party.

- (4) The unavailability of the parties, witnesses, or counsel.
- (5) The illness or death of the parties or counsel or members of their immediate families.
- (6) The desirability of any unrepresented parties obtaining counsel.
- (7) The necessity to replace the services of an expert witness who becomes unavailable.
- (8) Bona fide and unavoidable scheduling conflicts of the parties or their counsel.
- (9) Any other reason deemed meritorious by the arbitrator.

#### 100.12 Oral depositions generally.

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

#### 100.13 Oral Depositions.

- (a) An oral deposition may be taken at any time subsequent to the hearing.
- (b) The notice of an oral deposition shall be served at least fifteen (15) days prior to the date scheduled for the taking of the deposition.
- (c) The notice of an oral deposition shall contain the following:
  - (1) The name or identity, address, and occupation of the witness.

- (2) The date, time, and place of the taking of the oral deposition.
- (3) A statement of a relevant reason for the oral deposition.
- (4) The following legend:

"Notice to Claimant or witness:

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

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

#### 100.14 Objections to taking of oral deposition.

- (a) Procedure. Any party or witness may object to the oral deposition by serving a written notice upon the party who has scheduled the deposition at least seven (7) days prior to the scheduled date of the deposition. The objection shall stay the deposition until such time as it is ordered by arbitrator to be held. Upon receipt of an objection, the party scheduling the deposition shall notify all other parties.

- (b) Request for ruling. Any party or witness may request a ruling on any objection by filing a written request with the arbitrator, which shall be accompanied by a copy of the notice of an oral deposition, any subpoena, and the objection duly lodged as required by subsection (a). The requesting party shall serve a copy of the request for ruling upon all parties and objecting witnesses.

(c) Ruling by arbitrator. Upon receipt of the request, the arbitrator will, after giving all parties and objecting witness due notice and opportunity to be heard, rule on the objection with five (5) working days after the parties and objecting witnesses are heard.

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

#### 100.15 Admissibility of oral depositions.

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

#### 100.15 Expenses of taking depositions and Medical Records.

(a) If a deposition is to be taken more than 100 miles from the place where the hearing is or would be scheduled, the arbitrator may make an order requiring the payment of reasonable expenses of attorneys, not including counsel fees, to attend the deposition.

(b) The claimant may submit a bill of cost to the arbitrator for reimbursement of expenses for obtaining hospital records, medical reports and deposition which expenses shall be reimbursed to the claimant by the City if the claimant prevails in his, or her claim.

#### 100.17 Authorizations.

(a) The claimant must submit to the City authorizations necessary for the City to obtain medical reports, medical records, medical bills, employment records or any other records, documents or any other information that may be relevant to the claim. However, the City shall not be authorized to have personal or telephonic contact with the claimant's private physicians or nurses without the specific permission of the claimant.

#### 100.18 Documents.

(a) If at least twenty (20) days written notice of the intention to offer the following documents in evidence was given to the other party accompanied by a copy of the document, a party may offer in evidence, without further proof.

- (1) bills, records and reports of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists, or other licensed health care providers.
- (2) bills for drugs, medical appliances and prostheses.
- (3) bills for or written estimates of value, damage to, cost of repair of or loss of property, and
- (4) a report of rate or earnings and time lost from work or lost compensation prepared by an employer.

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

**100.20 Stipulations of fact.**

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

**100.21 Hearing.**

- (a) It is the intent of both parties to provide a hearing within ninety (90) days of the filing of any petition. Further, that all evidence be presented at such hearing.
- (b) All witnesses shall testify under oath administered by the arbitrator.
- (c) The rules of evidence shall be applied and except as provided in 100.15 relating to medical experts, and 100.18 relating to the introduction of certain documents. Otherwise, hearsay will be accepted.

**100.22 Briefs.**

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

**100.23 Oral argument.**

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

**100.24 Decisions of arbitrator.**

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

**100.25 Reconsideration.**

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

file a written response to the request for reconsideration within ten (10) days of receipt of the copy of the opposing parties written request for reconsideration or correction.

### Subchapter C. ARBITRATION

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

- (a) Claims filed for benefits provided under the Heart and Lung Act shall be heard and decided by an arbitrator who is a member of a panel of arbitrators assigned cases in the manner indicated below.
  - (b) Selection of the panel.
    - (1) The City and the Union shall each submit the name of ten (10) arbitrators who are members of the National Academy of Arbitrators.
    - (2) The first three (3) names that appear on both lists shall comprise the panel of arbitrators.
    - (3) If less than three (3) names appear on both lists, all names that appear on both lists shall be on the panel and the remaining names shall be combined into one list.
    - (4) From the combined list of names, each party will alternatively strike one name, with the Union striking first, until a total of three (3) arbitrators have been selected overall.
    - (5) The three (3) selected arbitrators shall comprise the arbitration panel for the determination of all matters relating to heart and lung benefits.

- (6) The City and the Union shall mutually agree upon a system for determining which of the three (3) Selected Arbitrators shall be the Arbitrator for each specific case to be heard.
- (c) Term of the arbitration panel.
  - (1) The arbitration panel selected shall be permanent. However, in the event either party wishes to remove an arbitrator or arbitrators from the panel, they must do so by written notice to the other side by July 1 of such year. Unless mutually agreed to by the parties, neither party may request the removal of more than two (2) members of the panel at any one time.

In the event that either or both parties request that the names of one (1) or more arbitrators be removed from the panel, the parties shall submit a request for a list of arbitrators from the American Arbitration Association. The number of arbitrators requested shall be four (4) times the number of positions which need to be filled. The parties will take turns striking arbitrators from the list until only the number of positions needed to be filled remain. The new arbitrators are to be selected by the parties prior to November 30 of the year in which the request is made. The arbitrator or arbitrators being removed from the panel shall not be removed until December 31 of the year in which the request is made.
- (d) Authority of the arbitrators.
  - (1) The arbitrator shall have the authority to decide whether or not the claimant is entitled to benefits as provided for under the Heart and Lung Act.

- (2) The arbitrator shall be bound by judicial opinions interpreting the Heart and Lung Act and the Workmen's Compensation Laws as well as other comparable Legislation.
  - (3) Arbitrators are not bound by, but should also be guided by, prior decisions of the arbitration panel.
  - (4) Decisions by worker compensation referees or the Workers' Compensation Board interpreting provisions of the Heart and Lung Act may be considered by an arbitrator.
  - (5) The arbitrator shall have the authority to grant, deny, or modify a claim, to compel the production of documents, to compel the submission to medical examination, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition.
- (e) Arbitration Fees.
- (1) The fees charged by an arbitrator shall be split equally between the City and Pittsburgh Fire Fighters Local No. 1 employee and/or employees.
- (f) Workmen's Compensation Claims.
- (1) If a claimant files a claim with the Workmen's Compensation Board prior to or at any time while a claim filed under this proceeding is pending and not yet final, the filing of such claim with the Workmen's Compensation Board will act as an automatic stay to these proceedings pending the outcome of the claim filed with the Workmen's Compensation Board but only in regards to Heart and Lung Benefits. The filing of said claim with the Workmen's

Compensation Board shall not stay a City claim filed under the Heart and Lung Act.

In the event the claimant is denied by the Board, that finding will be final and binding on any claim filed herein. In the event the claim is granted by the Board, the City is bound by the award insofar as it relates to Workmen's Compensation benefits, but the City may either accept the award in reference to the claimant's entitlement to full salary under the Heart and Lung Act or have the claim litigated pursuant to the procedures established.



# Pittsburgh Fire Fighters Local No. 1

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April 14, 1997

Mayor Thomas Murphy  
5<sup>th</sup> Floor - City County Bldg.  
Pittsburgh, PA 15219

Subject: RE: Compromise Acceptance to Section 10A(2) Insurances:  
under collective bargaining agreement - Pittsburgh Fire  
Fighters IAFF Local # 1

Dear Mayor:

This letter shall serve to set forth the Understanding of  
the Parties to Revisions to Section 10A(2) of the Collective  
Bargaining Agreement between the City of Pittsburgh and the  
Pittsburgh Fire Fighters Local # 1 in Case No. AAA File No. 55-  
360-0217-96.

The Pittsburgh Fire Fighters Local # 1 will agree to set  
aside the \$ 100,000.00 Insurance Annuity for retired firefighters  
in Case No. AAA File No. 55-360-0217-96 in exchange for the  
following provisions to be incorporated in the Collective  
Bargaining Agreement.

CHANGE SECTION 3 - Sub-paragraph C to read:

The City shall indemnify and save the Union harmless against any  
and all claims, demands, suits or other forms of liability that  
shall arise out of or by reason of action taken or not taken by  
an employee, as it relates to Section 10A(2), retiree life  
insurance of \$ 100,000 entitlement.

DELETE FROM THE ARBITRATION AWARD ANY REFERENCES TO -

All Committee's dealing with:

Health and Fitness  
Family Medical Leave

(Continued)

APPENDIX H

AMEND SECTION 4E-

(Delete current section in it's entirety)

The Bureau of Fire of the Department of Public Safety of the City of  
Pittsburgh shall be organized into five (5) Districts or Battalions.  
Each District or Battalion shall be comprised of four (4) platoons. Each  
Platoon shall be commanded by one (1) Deputy Chief, and five (5)  
Battalion Chiefs.

The Bureau of Fire, Department of Public Safety shall organize an  
administration division which consists of a Fire Prevention Division,  
Arson, Supply, Training School, and 9-1-1 Communication Officers.

The Firefighting companies/units of the Pittsburgh Bureau of Fire shall  
consist, at a minimum, of the following:

- ( a ) Thirty-three (33) Engine Companies;
- ( b ) Eleven (11) Aerial Truck Companies;
- ( c ) One (1) Mobile Air Compressor Unit;
- ( d ) Housed in Thirty-five (35) stations.

AMEND SECTION 6G-

There shall be no layoffs of present and future employees during the term  
of this agreement

AMEND SECTION 10A(2)

To \$ 15,000 with no double indemnity

AMEND SECTION 10P(II) - SUB SECTION 9 - ADDING SUB SECTION 9A -

As of January 1<sup>st</sup>, 1997, whenever any present member of the Fire Bureau  
becomes eligible to receive a pension from the Firemen's Relief and  
Pension Fund, and upon the death of said member, the City shall be  
responsible for hospitalization coverage for the employee's Widow/or  
Spouse. All costs and rate increases shall be paid by the City.

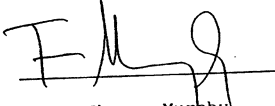
NEW SUBSECTION 11-

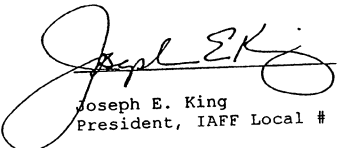
Any member who becomes married after retirement, the City shall provide  
an Employee/Spouse medical coverage medical coverage at no cost to the  
Employee or spouse. At no time shall the City be responsible for more  
than one Employee/Spouse coverage.

All costs and all rate increases shall be paid by the City.

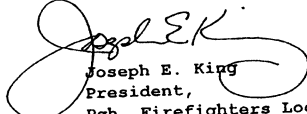
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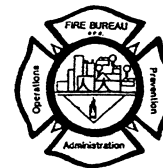
If you are in agreement with these compromised provisions; please indicate your agreement by signing in the space provided below.

  
Mayor Thomas Murphy  
City of Pittsburgh

  
Joseph E. King  
President, IAFF Local # 1

Sincerely,

  
Joseph E. King  
President,  
Pgh. Firefighters Local # 1



## Officer Bulletin 97-7-Revised

### Subject: Call Back of Personnel / Acting Out of Grade

TO: All Officers  
FROM: Charlie Dickinson, Fire Chief  
DATE: September 11, 1997



The following revised rules pertaining to the call back of personnel in grade are effective as of 0800 Hours, Sunday, September 14, 1997.

It is permissible to call back to duty sufficient personnel to maintain the minimum authorized strength of all units in the City.

The call back of personnel will not be effected until such time as all firefighters in excess of the minimum in the City have been distributed to units below minimum. When the distribution of excess firefighters in the City is completed and there are remaining units with less than the minimum strength, then the personnel on pass who have volunteered to be placed on their unit call back roster will be called back to duty to one of the units needing additional personnel. At no time when the shift staffing is below minimum will the number of regularly assigned personnel and the number of callbacks to maintain minimum total more than 186.

The Platoon Deputy Chief's Office will maintain call back rosters for all ranks (Deputy Chiefs, Battalion Chiefs, Captains, Lieutenants, and Firefighters) in accordance with the provisions of Section 7 of the contract.

Each time a call back opportunity occurs a marking will be placed in the appropriate call back list indicating that the offer/opportunity was made to the person indicated.

District Battalion Chiefs will maintain a district roster of units in numerical order so that when there is a need for a call back the Battalion Chief will call the lowest numbered unit in his district to call back for duty any personnel who have consented to be called for additional duty. Callbacks will be made according to company roster (i.e., If a call back is needed, then the officer will call in roster rotation by name).

**NOTE: ANY CHANGE** to a unit roster will require a **NEW ROSTER** being submitted **AS SOON AS POSSIBLE** indicating the effective date of the change on the

Officer Bulletin 97-7-Revised

Subject: Call Back of Personnel /Acting Out of Grade

"Date" line in the lower right corner of the roster form.

MAC will be placed in the 2nd District for call back and detail purposes.

Engine Co. No. 3 for all purposes of staffing will be placed in the 2nd District.

Each unit will compile a rotating list by rank of personnel by company roster those who have made themselves available for call back so as to reduce the calls necessary to fill openings. It will be necessary to constantly update the unit lists.

When any employee shall bid, transfer, or be assigned to a unit, their placement shall be in the vacant position on the roster where the vacancy occurs. This assignment on the roster shall be made after completion of callbacks or rotation of the unit affected.

Each time a unit calls back a person, it will be indicated on the Battalion Chief's unit roster by placing a marking in the unit block from which the call back came, moving laterally across the roster until each individual in their unit has had the opportunity to a call back. No units are to be skipped in this rotation.

To be eligible to work a call back, personnel must be on Pass. Personnel are not permitted to work a call back while on vacation.

Personnel who call off sick during any shifts of a scheduled tour will not be eligible for call backs during the succeeding pass days (beginning with the first pass day) for a number of shifts equal to the number of sick shifts they called off during their previous tour.

Callbacks will be made in the following order of volunteer listings:

- Volunteer in unit
- Volunteer from district using Battalion Chief's rotating company list
- Volunteer from any district using the Deputy Chief's rotating company list

The following rules and procedures regarding calling employees back to work will be strictly adhered to by all personnel:

- Employees will be called back beginning with the first name at the top of the Unit Call Back Roster by Rank and continuing down the roster until each person has been called. Thereafter this process will be repeated on a strict rotating basis.

Officer Bulletin 97-7-Revised

Subject: Call Back of Personnel /Acting Out of Grade

- When called back to work under this procedure and there is no answer or there is a refusal, the employee shall be considered as having had a call back opportunity and will move to the bottom of the rotating list. The only time a person is credited with a call back is when the call back is worked.
- The following are considered not available for call back:
  - those on worker's compensation
  - those on alternative or temporary modified duty
  - those on sick leave
  - those on vacation
  - those on jury duty
  - those on buddy days

In the event that there is not a volunteer, the junior available firefighter may be required to accept the call back. If there is no one available in the district, the junior firefighter available elsewhere may be required to accept the call back.

For the ranks of Deputy Chief, Battalion Chief, Captain and Lieutenant, if there is not a volunteer and a holdover is not available, acting language will be used to vacancy and the call back process will begin with the vacant position created by the acting assignment.

*Example:* There is no volunteer of holdover available for the position of Battalion Chief. The senior on duty Captain from the district would be offered the acting assignment and the vacancy created by his "moving up" would be filled using the call back procedure.

Callbacks to each rank shall be in grade and paid at the employee's regular daily rate for such position or at the callback premium of \$225 for a full shift.

Personnel called back after the beginning of a shift ("partial call back") shall receive for all hours worked an hourly rate equal to their daily call back rate divided by the number of hours of the shift to which the employee is called back. All partial callbacks shall be for a four (4) hour minimum.

If the number of firefighters exceeds the shift minimum for firefighters (136), a number of acting out of grade assignments equal to that excess may be made for that shift.

*Example:* The minimum number of firefighters per shift is 136. If the number of available firefighters is 138 and there are 4 officer absences, there would be 2 callbacks in the highest vacant officer ranks and 2 acting out of grade assignments to the remaining vacant officer ranks.

Officer Bulletin 97-7-Revised

Subject: Call Back of Personnel /Acting Out of Grade

No personnel may work a call back to a rank other than their current assignment; i.e., Deputy Chief to Deputy Chief, Battalion Chief to Battalion Chief, Captain to Captain, Lieutenant or Displaced Lieutenant to Lieutenant, and all grades of Firefighter to Firefighter.

*Charlie Dickinson*  
Charlie Dickinson  
Fire Chief

*...to the best of our ability!*



# Pittsburgh Fire Fighters Local No. 1

P.O. BOX 8468 • PITTSBURGH, PENNSYLVANIA 15220

PHONE: (412) 922-1547



November 18, 1997

**President**

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**JAMES MAHONEY**  
Fourth District Representative  
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Work: 655-8633  
Pager No.: 433-0757

Ms. Marianne Malloy  
Asst. City Solicitor - Labor Relations

Dear Mary Ann:

Pursuant to our discussions on May 14, 1997, review of contract, the Pittsburgh Fire Fighters are going on record and bringing forward our position on certain issues that the City of Pittsburgh was unclear on. These are the following:

1. Call Back Procedures and Policy once finally approved will be incorporated into the Contract.
2. Hours of Work - 42 - shall be calculated from Monday 8 A.M. to Monday 8 A.M. for purposes of 1½.
3. There shall be no deduction of hours not worked under Section 11 - Leaves of Absences - for purposes of calculating 1½ over 49 hours.
4. New Section 10II Sub Section - 9B - For any member/employee Active or retiring as of or after January 1, 1997, their surviving spouse will be entitled to receive full paid hospitalization on the death of such employee or retiree if the member was eligible for or receiving a pension. Under the terms and conditions of the Firemen's Relief & Pension Act of May 25, 1933, P.L. 1050, as Amended and Supplemented. Persons eligible - 7 years fire service & 3 years Military Time or 10 years or more of fire service.

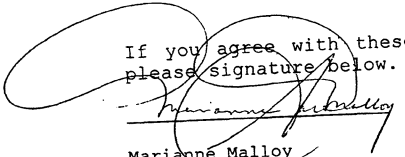
APPENDIX J

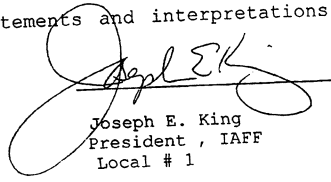
**APPENDIX K**

The indemnity health insurance plan referred to in this agreement has the following plan design:

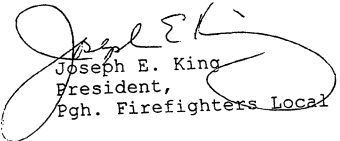
1. Hospitalization – 365 Day Program including outpatient diagnostic services.
2. Medical Surgical – Prevailing Fee Program.
3. Major Medical - \$1,000,000 maximum with a \$250 deductible per individual and a \$400 deductible per family per calendar year and 80/20% coinsurance, on the first \$3,500 of coverage and no coinsurance thereafter.
4. Medical Appropriateness Requirements for All Benefits – Benefits provided are covered only when and so long as they are determined to be medically appropriate and are necessary for the proper treatment of the individual's condition.
5. Implement Outpatient Dental Surgery – Provide benefits for outpatient expenses incurred for (1) extraction of impacted teeth; or (2) extraction of teeth other than impacted teeth, or for other dental processes,

If you agree with these statements and interpretations  
please signature below.

  
Marianne Malloy  
Asst. City Solicitor  
Labor Relations

  
Joseph E. King  
President, IAFF  
Local # 1

Sincerely,

  
Joseph E. King  
President,  
Pgh. Firefighters Local # 1

provided hospital outpatient care is necessary to safeguard the health of the patient.

6. Providing Hospice Coverage – 100% of covered inpatient and outpatient charges made by a Hospice for care of a terminally ill person. 100% of covered charges made by a Hospice for supporting services in assisting the family to cope with the death of terminally ill person. The following maximum is appropriate:

Outpatient	\$2,000
Inpatient	\$150 day – limit of 20 days (\$3,000)
Bereavement Benefit	\$200

7. Ambulatory Surgical Centers Coverage – 100% coverage for charges made by an ambulatory surgical center for surgery performed.

8. Generic Drug Program – After the major medical deductible has been met, charges for generic drugs are paid at 90% rather than at 80% which the non-generic drugs are paid at after the deductible.

9. Mandatory Second Opinion on Certain Elective Surgical Procedures: An employee, who prior to surgery, fails to obtain a confirming

opinion that the surgery is medically necessary from another physician who is qualified to diagnose and treat that injury or illness, will pay twenty percent (20%) up to Five Hundred Dollars (\$500.00) toward the charge for surgery. If there is a conflict, a third opinion must be obtained.

In all cases the doctor's charges for an examination are paid in full.

The following procedures are subject to the second opinion provisions above: acetabuloplasty, bowel resection, breast surgery, cataract removal, cholecystectomy, coronary bypass, dilation and curettage (D&C), gastric and intestinal bypass, hallux valgus procedure, hemorrhoidectomy, hernia repair, hysterectomy, laminectomy/spinal fusion, meniscectomy, myringotomy, nasal surgery, ostectomy, ostectomy of the foot, patellectomy or hemi-patellectomy, prostatectomy, tenosynectomy, tonsillectomy/adenoidectomy, total joint replacement, septoplasty, valve repairs, varicose vein stripping or ligation.

10. Hospitalization Pre-admission Review: The Plan Administrator must certify non-emergency hospitalization as medically necessary in advance of hospitalization. If an employee or covered dependent not in an emergency enters a hospital without prior certification that hospitalization is medically

necessary, then the employee shall pay the first day inpatient hospital charges up to a maximum of Five Hundred Dollars (\$500.00). A peer review mechanism will be established whereby the employee can appeal to health care professionals any such decision by the Plan Administrator.

11. Hospitalization Admission Day Review: The employee, covered dependent, attending physician or hospital must notify the plan administrator within forty-eight (48) hours of emergency hospital admission, delivery related maternity care hospital admission or hospital admission not approved under the pre-admission review procedures. If the plan administrator does not receive notification within forty-eight (48) hours of an admission, then employee shall pay twenty percent (20%) up to Five Hundred Dollars (\$500.00) toward the inpatient charges by the hospital. If, after review, the Plan Administrator determines continued hospitalization to be medically unnecessary, but the employee or covered dependent chooses to remain in the hospital beyond the forty-eight (48) hour notification period, then the employee shall also pay all inpatient hospital charges after the forty-eight (48) hour notification period. If an employee or covered dependent enters a hospital one (1) day or more in

advance of receiving required non-emergency treatment, then the employee shall also pay all in-patient charges related to those days. In no event shall an employee be assessed more than the actual inpatient hospital charges for such a day. A peer review mechanism will be established whereby the employee can appeal to health care professionals any such decision by the Plan Administrator.

12. Hospitalization Continued Stay Review: If an employee or covered dependent chooses to remain in the hospital beyond the date which the Plan Administrator determines to be medically necessary, then the employee will pay all hospital inpatient charges incurred after the date determined to be medically necessary. A peer review mechanism will be established whereby an employee can appeal to health care professionals any such decision by the Plan Administrator.

13. Mandatory Out Patient Surgery: The following procedures shall be performed on an outpatient basis unless the Plan Administrator determines that inpatient care is medically necessary. If an employee or a covered dependent undergoes the following procedures on an inpatient basis without obtaining prior certification from the Plan Administrator that inpatient care is medically

necessary, and it is determined that such inpatient care was not medically necessary, then the employee shall pay twenty percent (20%) up to Five Hundred Dollars (\$500.00) toward the hospital and surgical inpatient charges.

A peer review mechanism will be established whereby the employee can appeal to health care professionals any such decision by the Plan Administrator.

Abdominal Paracentesis	IUD Insertion and Removal
Antrum Irrigations	Kidney needle biopsy
Arthocentesis	Laceration, suture of skin and tendons
Aspiration of Douglas's Cul de sac	Laparoscopy
Batholin cyst excision	Laryngoscopy
Bladder puncture aspiration	Lymphoma removal
Blepharoplasty, non-cosmetic	Liver needle biopsy
Breast Biopsy	Lumbar puncture
Bronchoscopy	Mammoplasty
Carpal tunnel	Mestotomy
Cataract removal	Minor eyelid procedures
Cervical biopsies	Minor rectal surgery
Circumcision	Morton's neuroma
Culdoscopy	Muscle biopsy
Cyst aspiration	Myringotomy
Cystogram	Nasal Fracture Reduction
Cystoscopy	Nasal polypectomy
Digit amputation	Nerve blocks
D&C, diagnostic and therapeutic	Node Biopsy
Dorsal split or prepuce	Otoplasty
Esophageal dilation	Otoscopy
Examination under anesthesia	Pin and Screw Removals
Excision of soft tissue lesions	Proctosigmoidoscopy
Fiberoptic endoscopy	Skin biopsy

Foreign body removal	Skin graft
Frenulotomy of tongue	Submucous resection of septum
Ganglionectomy	Synovial cyst removal
Gastrosocopy	Tear duct probing
Herniorrhaphy (up to age 14)	Thoracentesis, fluid aspiration
Hydrocelectomy	Tubal ligation
Hymenectomy	Urethral dilation
Hepterosalpingography	Varicocelectomy
Incision and drainage of superficial lesions	Vasectomy
Injection of joint, tendon or ligament	Vein sclerosing injection
	Venography

14. For the purpose of determining coverage of emergency medical benefits, emergency accident benefits, pre-admission review and admission day review, an emergency means a serious medical condition which arises suddenly and which requires immediate care and treatment.

# 8 10613

IN THE MATTER OF ARBITRATION BETWEEN )  
THE CITY OF PITTSBURGH )

AND )

PITTSBURGH FIRE FIGHTERS, )  
LOCAL NO. 1 )

ACT 111  
ARBITRATION

**AWARD OF PANEL OF ARBITRATORS**

John J. Morgan, Esquire  
Impartial Arbitrator

Joshua M. Bloom, Esquire  
Arbitrator for Pittsburgh Fire Fighters Local No. 1

Joseph F. Quinn, Esquire  
Arbitrator for City of Pittsburgh

17 pages

7/1/02 -- 12/31/05

Esq 1/5

Pursuant to Act 111 of 1968, the parties to this collective bargaining relationship, the City of Pittsburgh (the "City") and the Pittsburgh Fire Fighters, Local No. 1 (the "Union") appointed partial arbitrators for the purpose of conducting an arbitration hearing and fashioning an award. These arbitrators were Joseph F. Quinn, Esquire on behalf of the City, and Joshua M. Bloom, Esquire on behalf of the Union. These partial arbitrators mutually agreed to appoint Arbitrator John J. Morgan, Esquire as the impartial arbitrator to complete their panel. Following numerous meetings between the parties and telephone conversations between the arbitrators, the panel met in executive session on Friday, December 28, 2001. As a result of these meetings the following award was adopted by a majority of the arbitrators.

1.     **Term.** The term of this award shall be for four (4) years, subject to the reopener on issues specified below. The term shall begin January 1, 2002 and end December 31, 2005.

2.     **Certification.** Notwithstanding Section 4G of the Contract, if a firefighter is in a position which requires certification or re-certification, and the firefighter fails to attain the certification or re-certification within six (6) month of the requirement, he or she may be transferred by the City to a position which does not require such certification/re-certification. At the present time, this section will pertain to positions at the Training Academy, SCBA and the Hazardous Materials Units. If

additional positions become affected during the term of the Contract, this provision will affect those employees bidding into such positions.

**3. Specialized Training.** Bureau is permitted to schedule specialized training in such a way to be able to change suppression employees' shifts from night to day or day to night, and to be able to schedule such training on employees' pass days. Employees scheduled to work will receive APs on payroll. Also, it will be required that the employees attend mandatory training on scheduled pass days paid at time and one half.

**4. Partial Callbacks.** Partial callbacks will be allowed to be scheduled prior to the start of a shift. This would be used for trial boards, training, etc. The rate for partial callbacks will be determined by 12 hours divided into the composite callback rate, with a guaranteed minimum of four hours not to exceed the daily composite rate.

**5. Track III.** The City and the Union will jointly develop a Track III agreement for use with members of the unit. The panel will retain jurisdiction over this process, and in the absence of agreement will decide this issue.

**6. Drug and Alcohol Testing.** The City and the Union will jointly develop procedures for testing drivers of trucks and/or engines involved in motor vehicle accidents for the presence of drugs and/or alcohol. The panel will retain jurisdiction over this process, and in the absence of agreement will decide this issue.

7. **Training Academy.** The City and the Union will meet to discuss and possibly set scheduled hours for the firefighters at the Training Academy. This panel will retain jurisdiction over this process.

8. **Call Backs.** Call backs shall be to the fourth year firefighter position on a rotating basis within the district. The rate of pay for callbacks will be a composite rate of \$320 effective January 1, 2002 for all shifts, and each year thereafter the composite rate shall be increased by the percentage rate increase of the 4<sup>th</sup> year firefighter. The penalty provision for sick leave use will include a penalty of one (1) call back opportunity credited for each sick day used up to seven (7) days per year. After that, the penalty shall be one (1) shift for each day used (the current system).

9. **Wages - 2002.** Effective January 1, 2002, the pay rate of a 4<sup>th</sup> year firefighter will be increased by 4.0%, with a 10% differential in all ranks.

10. **Master Firefighter.** Effective January 1, 2002, a new position, not a rank, called Master Firefighter will be created. The position is available for all fourth year firefighters with 15 years of service. The position will be paid at 4.5% above the rate of the 4<sup>th</sup> year firefighter.

11. **DROP Program.** Effective 2002, a Deferred Retirement Option Program (DROP) will be established for the members of the unit in the Firefighter

Pension plan, with an enrollment period not to exceed five (5) years. The DROP program will be cost neutral to the City. The panel will retain jurisdiction over the development of the procedures for this program and the retroactive availability to any employee who retires before final development of the program.

**12. President Leave.** Effective 2002, Union President's leave shall be increased to 75 days.

**13. Holidays.** Effective 2002, for non-suppression employees inclusive of transitional duty personnel, the City shall not be required to schedule work on the 10 holidays observed by the City, but shall provide work on the four other holidays set forth in the contract.

**14. Sick Day Sell Back.** Effective 2002, a firefighter with over 70 accumulated sick days, who uses no more than 7 sick days during the calendar year, will be able to sell back between 7 and 14 sick days each year for the following per cent of daily rates based on the number of days unused: 7 days – 50%; 8 or 9 days – 65%; 10, 11, 12 or 13 days – 75% and 14 days – 90%. Payment will be made in March of the following year.

**15. Vacation Sell Back.** Effective 2002, a firefighter may sell back up to two tours of vacation. This limitation is not applicable to firefighters on disability. Payment will be based on the daily rate on date of reimbursement. Payment will be made by

March of the year in which the vacation would have been used, with appropriate pension deductions.

**16. Overtime Opportunities.** Firefighters on transitional duty will be entitled to overtime opportunities in non-suppression positions. The City and the Union will jointly develop procedures for this provision. The panel will retain jurisdiction over this process and, in the absence of agreement, will decide this issue.

**17. Wages – 2003.** Effective January 1, 2003, the 4<sup>th</sup> year firefighter rate will be frozen at the 2002 level. First, Second and Third year firefighter wage rates will be increased by the amount of the 4<sup>th</sup> year firefighter's 2002 increase (i.e. the same dollar amount as the 4<sup>th</sup> year firefighter's increase the year before: \$1,853.48).

**18. Longevity – 2003.** Effective 2003, there will be an increase to the longevity schedule. The longevity benefit for the 4<sup>th</sup> year firefighter will be set at 3.0%, and the benefit will be increased by .5% for each year of service up to a maximum of 12.0% at 22 years. All longevity will be included as wages for pension purposes.

**19. Sick Leave Sell Back at Retirement.** Effective 2003, at the time of retirement, all accrued sick leave up to 150 days can be sold back at the five day rate.

**20. Uniform Allowance - 2003.** Effective 2003, there will be an increase to the clothing allowance to \$575 annually.

**21. Wages – 2004.** Effective January 1, 2004, there will be an increase to the 4<sup>th</sup> year firefighter rate of 3.5%, with a 10% differential in rank. The Master Firefighter wage rate will be set at 4.5% above the rate of the 4<sup>th</sup> year firefighter.

**22. Longevity – 2004.** In 2004, contingent upon demonstrated savings by the institution of callback/sellback revisions in 2002, the amount of longevity payments shall be improved up to 4.0% in the 4<sup>th</sup> year with an increase of .5% each year to 13.5% in the 23<sup>rd</sup> year.

The savings and the amount of increase will depend upon a comparison of either the number of sick days used in 2001 vs. the number of sick days used in 2002, or the total cost of callbacks in 2001 vs. the total cost of callbacks in 2002. The amount of savings, if any, will be converted into improvements in the longevity formula up to the above schedule. The panel retains jurisdiction over this determination.

**23. Uniform Allowance – 2004.** Effective 2004, the uniform allowance will be increased to \$625.

**24. Reopener.** In 2004, for effect in 2005, there will be a reopener in the contract solely for the purpose of determining: Potential changes in a) Health care for

active employees, b) Wages, including premium pays, c) Retiree life insurance, d) Pension benefits for survivors, and e) Dental and vision benefits.

25. As is. All existing benefits and provisions not modified by this award shall remain as is. With regard to the various items awarded or denied, the panel of arbitrators may not have been in unanimous accord on each. However, at least a majority of the Board concurred with each awarded item and to the denial of all others.

By Joshua M. Bloom  
Joshua M. Bloom, Esquire  
Arbitrator for Fire Fighters,  
Local No. 1

By Joseph F. Quinn  
Joseph F. Quinn, Esquire  
Arbitrator for City of Pittsburgh

By John J. Morgan  
John J. Morgan, Esquire  
Impartial Arbitrator

Date: 12/28/01

IN THE MATTER OF ARBITRATION BETWEEN )  
THE CITY OF PITTSBURGH )

AND )

PITTSBURGH FIRE FIGHTERS, )  
LOCAL NO. 1 )

ACT 111  
ARBITRATION

**SUPPLEMENTAL AWARD OF PANEL OF ARBITRATORS**

John J. Morgan, Esquire  
Impartial Arbitrator

Joshua M. Bloom, Esquire  
Arbitrator for Pittsburgh Fire Fighters Local No. 1

Joseph F. Quinn, Esquire  
Arbitrator for City of Pittsburgh



Pursuant to Act 111 of 1968, the parties to this collective bargaining relationship, the City of Pittsburgh (the "City") and the Pittsburgh Fire Fighters, Local No. 1 (the "Union") appointed partial arbitrators for the purpose of conducting an arbitration hearing and fashioning an award. These arbitrators were Joseph F. Quinn, Esquire on behalf of the City, and Joshua M. Bloom, Esquire on behalf of the Union. These partial arbitrators mutually agreed to appoint Arbitrator John J. Morgan, Esquire as the impartial arbitrator to complete their panel.

On December 28, 2001, this panel issued its Award of Panel of Arbitrators setting contract terms for a four year contract beginning January 1, 2002, and ending December 31, 2005. A number of issues were left to the parties to resolve, and the panel retained jurisdiction to make ultimate determinations if needed. Hearings were held on July 3, 2002 and August 27, 2002 on these issues. The panel met in executive session on Monday, September 9, 2002, and as a result of that meeting the following award was adopted by a majority of the arbitrators as a supplement to its December 28, 2001 award.

**1. Drug and Alcohol Testing.** The parties will adopt the drug and alcohol post vehicle accident testing procedure set forth as Appendix A.

**2. Track III.** The parties shall adopt the Last Chance Agreement set forth as Appendix B.

3. **Flex Spending Program.** The Flex Spending Program will not be implemented at the present time, but will be the subject of the reopener in 2004 for 2005.

4. **Medicare Risk.** The UPMC Medicare Risk Option will be added to the options available for retirees, subject to the reopener in 2004 for 2005.

5. **Training Academy.** There will be no change in the contract language or the contract rights of the parties relative to the scheduling of hours for employees assigned to the training academy.

6. **Master Firefighter.** The attainment of the position of Master Firefighter will be based on years of service only.

7. **As Is.** All existing benefits and provisions not modified by this supplemental award or the prior award shall remain as is. With regard to the various items awarded or denied, the panel of arbitrators may not have been in unanimous accord on each. However, at least a majority of the board concurred with each awarded item and the denial of all others.

By \_\_\_\_\_  
Joshua M. Bloom, Esquire  
Arbitrator for Fire Fighters, Local No. 1

By \_\_\_\_\_  
Joseph F. Quinn, Esquire  
Arbitrator for City of Pittsburgh

By \_\_\_\_\_  
John J. Morgan, Esquire  
Impartial Arbitrator

Date: \_\_\_\_\_

## APPENDIX A

### **City of Pittsburgh Fire Bureau Drug and Alcohol Post Vehicle Accident Testing**

1. The City of Pittsburgh and the Pittsburgh Fire Bureau recognizes illegal drug or alcohol usage as a threat to the public welfare and the employees of the Bureau. Thus, the Bureau will take the necessary steps, including drug and alcohol testing to eliminate illegal drug and alcohol usage.
2. All employees covered by this policy are required to submit to a drug and alcohol test if they are involved in a motor vehicle accident while operating a Fire Bureau motion vehicle if the accident results in (a) a fatality, or (b) an injury to any person involved in the accident which requires medical treatment away from the scene, or (c) a vehicle which must be towed from the scene. Fire Bureau personnel are to immediately notify the officer in charge of any accidents.
3. Employees involved in a motor vehicle accident shall not use alcohol or any other impairing substances following the accident until post accident drug and alcohol testing is administered. If an employee uses alcohol or other impairing substances prior to testing, such use will constitute just cause for a trial board.
4. Post-accident testing will be scheduled as follows:
  - A. If medical treatment is not required.
    - i. During daytime hours (8:00 a.m. through 5:00 p.m.)
      - a. Post-accident testing may be scheduled through Concentra Medical Center by calling the Employee Relations Coordinator at 412-255-2681.
      - b. The employee must be escorted by either the Deputy Chief or Battalion Chief.
    - ii. After-hours testing may be scheduled as follows:
      - a. When a testable event occurs after-hours, the Deputy Chief with the responsibility for the employee to be tested must call:
      - b. The Deputy Chief must identify him/herself as a City of Pittsburgh Deputy Chief and notify the answering service

## APPENDIX A

operator of the need for drug and alcohol testing for an employee. The Deputy Chief must provide a call-back number to the operator. The answering service operator will then page the on-call technician who will call back the supervisory chief directly at the number provided within 15 minutes of the initial call.

- c. The Deputy Chief must inform the Concentra Technician which facility is most convenient to have the test done (i.e. Allegheny General Hospital, UPMC St. Margaret, UPMC Southside, UPMC Shadyside, UPMC Presbyterian Emergency Room) or the West End Concentra Medical Center.
  - d. The Deputy Chief must notify the Concentra Technician of the type of test (post-accident, non-DOT), as well as providing Concentra with the following information:
    - Employee's name
    - Employee's Social Security Number
    - Classification of test (Post Accident)
  - e. The Technician will meet the Deputy Chief and the employee to be tested at the designated location as soon as possible (within 2 hours of the initial call).
  - f. The employee being tested must have a photo ID and be accompanied by a supervisory chief if the testing is to be conducted at the Concentra Center site.
  - g. If there is no response from the Technician after 15 minutes, call 412-391-1137 again, and the service will page him/her.
- B. If medical treatment and/or admission to the hospital is required:
- i. If the employee is being treated for minor injuries the supervisory chief shall call Concentra Medical facility directly at 412-391-1137 to effectuate a drug and alcohol test.
  - ii. If the employee's injuries are serious and collection at that time in the Emergency Department is impossible, collection will be

## APPENDIX A

arranged by Employee Relations Coordinator the following day, once the employee's condition has been stabilized.

- iii. If testing is scheduled by the Fire Bureau, notice of the same must be provided to the Employee Relations Coordinator as soon as possible.
- iv. All results will be reported to the Employee Relations Coordinator. Once the results have been received, the Fire Bureau Chief shall be notified immediately.

### 5. Employee Testing

- If any employee refuses to be tested, the employee shall be subject to disciplinary action.
- Any employee tested, shall be relieved from duty for the period of time until final results of the tests have been verified, the employee shall be placed on A/P.
- If such employee is placed on A/P while they are on Pass and should a Call Back opportunity become available, he/she shall not be eligible. However, if the results are negative, such employee will be entitled to the next available call back from their district. If the results come back as positive, the employee will be subject to disciplinary action.
- If an employee to be tested is placed on A/P and the minimum safety requirement drops, such apparatus shall make a partial call back to place this unit back in service as soon as possible.

### 6. Collection Procedures

- The procedures for urine specimen collection, breath alcohol and drug testing are prescribed in the DOT regulations 49 CFR Part 40, as amended.

### 7. Testing Procedures

- Drug testing shall be performed by urinalysis according to the United States Department of Transportation (DOT) regulations. The test is considered positive if the amounts are above the minimum thresholds established by the National Institute of Drug Abuse.

## APPENDIX A

- Alcohol testing shall be performed by an Evidential Breath Tester. A breath alcohol test of 0.05% or higher will be considered a positive test result under this policy.
8. Hold Harmless
- The City of Pittsburgh and Bureau of Fire assume sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The City shall indemnify and hold the Union harmless for any claims arising from the administration of the drug and alcohol testing program.

CITY OF PITTSBURGH

LETTER OF UNDERSTANDING AND LAST CHANCE AGREEMENT  
(Track III - Fire Bureau)

The City of Pittsburgh recognizes the importance of providing an Employee Assistance Program (EAP) to enable its employees to seek, follow and successfully complete appropriate treatment plans for substance abuse, physical, emotional, and/or psychological illness, and/or disabilities that are adversely affecting an employee's work performance as an alternative to formal termination procedures.

I agree to participate in the City of Pittsburgh's EAP (Track III) in order to return to my position with the City and as a condition of my continued employment with the City of Pittsburgh. I further agree to be bound by all of the conditions listed below:

1. I agree to participate and comply with the City of Pittsburgh's Employee Assistance Program for a period of one year or until the Director of the Department of Public Safety is notified by my counselor that treatment is no longer needed.
2. I agree that my participation in the City of Pittsburgh's Employee Assistance Program is a condition of continued employment with the City of Pittsburgh. I agree that failure to follow the treatment program (or any of the provisions of this agreement) at any time during the term of this agreement, shall be considered a violation of this agreement, and charges will be brought upon me at a Trial Board. The only factual issue to be determined at the Trial Board will be my violation of this agreement. If I am found to be in violation, the Trial Board will issue appropriate discipline. I agree that the counseling and treatment providers who I utilize pursuant to the Letter of Understanding and Last Chance Agreement will be credentialed participants in the City's Employee Assistance Program.
3. I agree to grant my permission in writing if necessary for the release of information from whatever treatment facility or program in which I am enrolled, to the City's Employee Assistance Program Coordinator. The information to be released relates to my participation in treatment and the progress of my treatment.
4. I agree that if I wish to change my treatment provider at any time during my participation in the program, I must notify the City's Employee Assistance Program Coordinator in advance of such requested change. I understand my failure to follow any of these provisions is a violation of this Agreement and disciplinary action shall be brought before a Trial Board.
5. I agree to keep appointments for treatment as a basic element of my participation in the Program, and I agree to cooperate with suggested treatment as offered. I also agree that it is my responsibility to understand the treatment recommendations made by any treatment provider. Additionally, it is my responsibility to ask questions to properly insure that I have sufficient information

## APPENDIX B

and a thorough understanding of what is expected of me to properly follow the treatment recommendations to adhere to the provisions of this Letter of Understanding and Last Chance Agreement.

6. I agree to submit written verification of my attendance at all officially listed NA/AA meetings by returning signature slips on a bi-weekly basis to the City's Employee Assistance Program Coordinator, Room 425, City-County Building, Pittsburgh, PA 15219, if such attendance is recommended by my counselor.
7. I agree to submit to random drug testing, or alcohol testing where appropriate, by request of the Director of the Department of Public Safety and/or his/her official designee as a condition of my participation in the Program. I understand that my refusal to submit to such tests will be considered a violation of this agreement.
8. I agree to telephone the City's Employee Assistance Program Coordinator at 412- 255-2490 during the first week of each month for reporting purposes.
9. I agree that I am fully required to follow policies, work rules, and supervisory directions during the course of treatment (as I would be at any other time) and that failure to do so shall result in disciplinary action at a Trial Board, even if I am fully participating in treatment under the City's Employee Assistance Program.
10. Upon completion of my Employee Assistance Program (Track III), the City shall have the right to randomly drug test me for two years after the completion of the term of this Letter of Understanding and Last Chance Agreement.

I have read the conditions for entry into the Employee Assistance Program (Track III), listed above. I realize that this Program is intended to aid me in treatment and assist me to be a productive employee. I also understand the City of Pittsburgh is offering the Employee Assistance Program (Track III) to me, and that my failure to follow any of the conditions of this Agreement shall result in disciplinary action at a Trial Board.

I fully understand the conditions in this Letter of Understanding, and I intend to be bound by them.

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EAP Participant

Date

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EAP Coordinator

Date