

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE

**AAA Case # 0-21-0002-3120
(Act 111 Interest Arbitration)**

and

CITY OF PHILADELPHIA

INTEREST ARBITRATION AWARD

I. BACKGROUND

On September 14, 2021, the undersigned arbitrators on a Board of Arbitration (Board or Panel) that was convened pursuant to the provisions of Section 4(b) of the Act of June 24, 1968, P.L. 237, as amended, 43 P.S. §217.4(b) (Act 111), issued a 4-year interest arbitration award (“Award”) governing the employment terms and conditions of the FOP Lodge 5 bargaining unit.

Section 13 of the Award states as follows regarding the issue of civilianization within the Philadelphia Police Department:

13. Civilianization: If, during the term of the Award, the City seeks to engage non-bargaining unit personnel to perform work that has been performed by the bargaining unit, in whole or in part, the City will provide the FOP with at least 30 days’ advance notice of its intent to hire or utilize civilians or other individuals outside the bargaining unit to provide any such services or perform any such work in order to provide the parties an opportunity to review the proposed reallocation of work. Unless the time limits are extended by mutual agreement, either party may request interest arbitration over the proposed reallocation of work within 30 days following the end of the 30-day notice period. If the FOP fails to do so, the City shall be permitted to move forward with its proposal. Any interest arbitration so convened shall not be considered a re-opening of the contract, but shall be limited to the dispute submitted and, in the event that work is reallocated or shared, whether any changes are necessary to the CBA to carry out that change in work and whether any economic changes for the FOP bargaining unit are warranted. The Panel shall retain jurisdiction to hear any request for interest arbitration under this paragraph.

In December 2021 and April 2022, the City notified the FOP of its intent to engage non-bargaining unit personnel to perform work that has been performed by the FOP bargaining unit,

and the parties reviewed the proposed reallocation of work. Unable to agree on the proposed reallocation, the parties referred the matter to this Panel for final and binding resolution in accordance with Section 13 of the Act 111 Award.

On August 25, 2022, the Panel convened an interest arbitration hearing during which the parties were afforded an opportunity to develop testimony and other evidence regarding the proposed reallocation of work. The Panel thereafter convened in executive sessions, and now issues the following Award:

II. AWARD

1. Public Safety Enforcement Officers. The City may deploy non-bargaining unit Public Safety Enforcement Officers (PSEOs) to perform traffic enforcement work to assist in regulating the safe movement of vehicular, pedestrian, and bicycle traffic during peak traffic times and at accident scenes in the following areas only, which shall be referred to as the Police/PSEO Shared Enforcement Zone:
 - A. Center City District. The boundaries of the Center City District will be considered Front Street to the Schuylkill River and Lombard Street to Spring Garden Street.
 - B. High Injury Network Streets. Five (5) designated street segments among those that have been designated by the City as High Injury Network Streets, to be determined by the City. The City will provide the FOP with at least ten (10) days' notice of any changes in the designations.

The City and the FOP may adjust the Police/PSEO Shared Enforcement Zone at any time by mutual agreement.

Work performed by PSEOs shall continue to be considered shared work with the FOP Lodge 5 bargaining unit. The City may periodically adjust the relative numbers of Police Officers and PSEOs assigned to perform the shared work, but no such assignments shall result in the layoff of any FOP bargaining unit member.

2. Abandoned Vehicle Removal. For the limited period from the date of the Award through March 31, 2024, the City may assign non-bargaining unit personnel to supplement Police Officers assigned to the Police Department's Abandoned Vehicle Unit, for the sole purpose of reducing the current backlog of abandoned vehicles needing removal. During this period, the removal of abandoned vehicles shall be considered shared work. The City may periodically adjust the relative numbers of Police Officers and other City employees assigned to perform the shared work during the limited period, but no such assignments shall result in the layoff of any FOP bargaining unit member.

3. Economic Adjustments.

- A. Legal Services Fund. Within 30 days of the Award, the City shall make a lump sum payment to the Legal Services Trust in the amount of \$1.5 million. Effective December 1, 2022, the City shall increase its monthly per capita contribution to the LSF by \$5.00.
- B. Retention Bonus. Within 30 days of the Award, the City shall issue a retention bonus in the amount of \$1,700, less applicable withholdings, to all bargaining unit employees who are employed in bargaining unit positions as of the date of issuance of the Award. On or before July 31, 2023, the City shall issue a second retention bonus in the amount of \$1,700, less applicable withholdings, to all bargaining unit employees who were employed in bargaining unit positions as of the date of issuance of this Award and who remain continuously employed in bargaining unit positions as of July 1, 2023. All bonuses shall be paid consistent with City standard rules for payment of bonuses.
- C. Hiring Bonus: The City shall pay a retention bonus in the total amount of \$2,000, less applicable withholdings, for bargaining unit members hired after the date of issuance of this Award, payable as follows:
- i. \$1,000 to be paid upon hire, \$500 upon graduation from the academy, and the other \$500 to be paid one year after graduation from the academy
 - ii. The City will have the right to discontinue the bonus for future recruits upon providing the FOP with at least 30 days' advance notice.
 - iii. Employees will be required to return the portion(s) of the bonus they have received if they separate from employment before qualifying for the final installment of the bonus payment.
 - iv. All bonuses shall be paid consistent with City standard rules for payment of bonuses.

4. Police Department Positions.

A. The City shall have the right to staff the positions listed below with City employees from inside or outside the FOP bargaining unit. Except as noted below, the City will not transfer existing FOP bargaining unit employees out of these roles in order to replace them with employees outside the FOP bargaining unit, however, if a FOP bargaining unit employee leaves the role, they may be replaced with an employee outside the FOP bargaining unit, at the City's discretion:

- Body worn camera technician duties may be assigned without limitation to employees outside the FOP bargaining unit. This may result in the reassignment of officers who currently perform these duties to additional patrol or other duties within their districts.
- Mail delivery duties may be assigned without limitation to employees outside the FOP bargaining unit. This may result in the reassignment of officers who currently perform these duties to additional patrol or other duties within their districts.
- Sworn officers in the graphics and audio-visual units.
- Crime scene unit investigator.
- Firearms examiner.
- Document and digital evidence examiners.

B. Although it is not the Panel's intent that the role of firearms examiner be filled exclusively with personnel outside the FOP bargaining unit, the City has the discretion to specify educational and training qualifications for the position, and in no event will the City be required to provide training (in the form of either the cost of training or time spent in training) for sworn personnel to be initially qualified to serve as a firearms examiner to be able to move into a firearms examiner role.

C. The Panel recognizes that if an employee in the position of crime scene unit investigator or firearms examiner is removed from the role for disciplinary or other reasons, and the FOP successfully challenges that removal, part of the relief imposed by an arbitrator may include reinstatement to the role.

D. The Panel expressly rejects the City's proposals to staff other Police Department positions currently filled by FOP bargaining unit members with City employees outside the FOP bargaining unit.

III. CONCLUSION

All remaining terms and conditions of employment not expressly modified by this Award or previously agreed to by the parties in negotiations shall remain "as is" through June 30, 2024. All proposals of the parties not included in this Award are denied. It is understood that the signatures of the Arbitrators attest to the fact that the Award represents the majority opinion by the members of the Arbitration Panel.



Alan Symonette
Neutral Arbitrator and Panel Chair

Date: Nov 15, 2022



Ralph Teti
FOP-Appointed Arbitrator

Date: November 15, 2022



Shannon Farmer
City-Appointed Arbitrator

Date: 11-15-22

