

POLICE

VOLUNTARY LABOR ARBITRATION TRIBUNAL

IN THE MATTER OF THE ACT)	<u>ARBITRATION AWARD</u>
111 OF 1968 ARBITRATION)	
)	
Between)	A.A.A. Case No.:
)	55 360 L 00318 08
CITY OF JEANNETTE)	
)	
and)	
)	
CITY OF JEANNETTE POLICE BENEFIT)	
ASSOCIATION)	

BOARD OF ARBITRATION

Ronald F. Talarico, Esq.
Chairman

Christopher J. Cimballa, Esq.
Arbitrator for the Police

CHRISTOPHER J. CIMBALLA
Arbitrator for the Police

John F. Cambest, Esq.
Arbitrator for the City

ADMINISTRATIVE

Ronald F. Talarico, Esquire, was mutually selected by the parties to be the impartial Interest Arbitration Board Chairman pursuant to the provisions of Act 111 of the Commonwealth of Pennsylvania (the Act of June 24, 1968; P.L. 237, No. 111; 43 P.S. 217 et seq.) relative to collective bargaining and arbitration for policemen and firemen in the Commonwealth of Pennsylvania.

The undersigned members of the Board of Arbitration were convened to resolve a series of issues in dispute between the City of Jeannette and the City of Jeannette Police Benefit Association relating to the terms and conditions of the parties' collective bargaining agreement as of January 1, 2009. Both parties waived any and all time limits contained within Act No. 111, including those relating to the conduct of the hearing and the issuance of an Award thereafter.

An evidentiary hearing was held in Jeannette, Pennsylvania, on June 16, 2009 at which time both parties were afforded a full and complete opportunity to present any evidence they deemed appropriate in support of their respective positions and in rebuttal to the position of the other, to cross examine each other's witnesses, and to make such arguments that they so desired. Executive Sessions of the Board of Arbitration were held on June 16, 2009, September 2, 2009, October 15, 2009 and at various other times. All of the evidence of the parties and arguments relating thereto was carefully and fully considered.

Based upon the Board's full and complete review of said evidence and arguments, the following Award is hereby issued:

AWARD

By this Award, the current collective bargaining agreement between the City of Jeannette and the City of Jeannette Police Benefit Association shall be modified as follows:

1. Article I: Intent and Term
 - 1.2 Term -- This Agreement shall be for a period of four (4) years beginning retroactive to January 1, 2009 and ending December 31, 2012.

2. **Article VI (Other Compensation and Benefits)**

6.2 **Bullet-Proof Vests** -- The City shall supply each Officer with an appropriate safety vest. The Union shall cooperate and comply with all administrative steps necessary to assist the City in applying for a grant to pay for said vests. The Union shall also comply with all reasonable directions of the Chief of Police as to the utilization of said vests.

3. The City shall pay the sum of \$5,000.00 as a special salary supplement to two Police Officers who retire by December 31, 2009.

4. **Part-time Officers**

The City shall have the right to hire and assign police duties to part-time police officers subject to the following provisions:

- A. No part-time police officer shall work in excess of 30 hours per week;
- B. Should a reduction in the size of the Police Department become necessary, part-time officers shall be furloughed before any full-time officer is furloughed, regardless of rights of length of service;
- C. The first three (3) scheduled and unscheduled overtime shifts each week will be offered to full-time officers prior to being offered to part-time officers;
- D. The City shall maintain a minimum of twelve (12) full-time officers.

*VACANCIES IN Full Time
CLARIFY
SCHEDULE*

4. **Article IV: Additional Compensation**

4.1 **Holidays**. Articles 4.1, 4.1.1, 4.1.2, 4.2 shall be deleted the following new provisions shall be added in it's place:

"Each Officer shall receive payment at one and one-half (1½) their normal hourly rate for 11 holidays per years. Such payment shall be made in two equal installments due on January 1st and July 1st of each

Holidays

year. Any and all recognized holidays shall hereinafter be considered a normal work day.”

5. **Article III: Rates of Pay**

All Officers shall receive the following across-the-board salary increases over the prior year’s salary:

January 1, 2009 - 3.0%
January 1, 2010 - 3.75%
January 1, 2011 - 3.75%
January 1, 2012 - 3.75%.

6. **Article VI: Other Compensation and Benefits**

6.8.4 **Healthcare Contribution** -- Beginning January 1, 2009 each Officer shall have deducted from their wages an amount equal to ten (10%) percent of the monthly premium for the respective coverage as a contribution to the costs of such coverage.

New Provision:

The City shall have the right to change insurance carriers or plans, so long as the plans and benefits are equal to or better than the current plan. The City shall be entitled to self-insure aspects of coverage to maintain “equal to or better coverage”.

Should the City wish to change carriers or plans subject to the forgoing, it shall notify the Union at least 90 days in advance of the same, and provide the Union with all relevant information, including participating provider networks and coverage details. Should the Union not agree that the plan identified meets the standards herein, the issue shall be submitted to a neutral arbitrator chosen in accordance with the voluntary rules of labor arbitration to determine whether the proposed plan meets the standards set forth herein. In the event that the Union, and/or the neutral arbitrator agree that the proposed plan meets the standards herein, the City may make the proposed change, with any modifications identified as necessary to meet the standard.

7. **Heart and Lung**

The parties agree that disputes pursuant to the Heart and Lung Act, 53 P.S. §637, limited to issues concerning the "performance of duties" may be submitted to binding arbitration pursuant to the procedures outlined in Article X.

8. **Article IV: Additional Compensation**

4.3 **Court Time** -- The following amended provision shall be added to the collective bargaining agreement:

"4.3 **Court Time** -- Time spent in off-duty appearance in Court shall be compensated at a rate of one and one-half (1½) times the base rate plus longevity increment for each Police Officer. Each Police Officer shall be guaranteed a minimum of two (2) hours compensation for appearances before a District Justice and two and one-half (2½) hours for appearance in County Court proceedings.

9. All other existing terms and provisions of the parties' agreement not otherwise modified by this Award shall remain in effect as is.

10. Any and all demands and issues in dispute by either party not specifically incorporated in this Award are hereby denied and rejected.

11. **Integrated Award**

The pre-existing collective bargaining agreement is herein incorporated by reference and its provisions shall remain viable and unchanged except as modified herein or by subsequent mutual agreement between the parties.

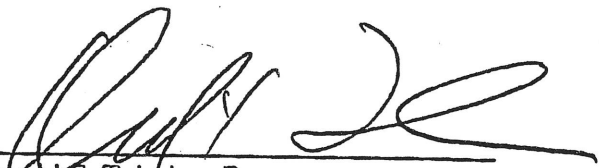
The City shall prepare a new collective bargaining agreement which accurately reflects the modifications this Award imposes on the pre-existing collective bargaining agreement and shall distribute the same to the Union within ninety (90) days from the execution of this Award. The new collective bargaining agreement in addition to implementing the provisions of the Award

set forth above shall edit the current collective bargaining agreement in order to eliminate inaccurate section references, incomplete material, incorrect grammar and/or outdated language. In the event that the parties are unable to agree on any specific provision of the collective bargaining agreement in conformance with this Award, any disputes between the parties over language shall be resolved by the Board of Arbitration. It is the specific intent of the Board of Arbitration that no right or benefit to either party shall be added or diminished by the writing of the new collective bargaining agreement as mandated by this paragraph.

12. The Board of Arbitration shall retain jurisdiction over this matter until both parties have ratified and executed a new agreement incorporating the terms and condition of this Award.

13. With regard to the various items awarded or denied, the Board of Arbitration 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.

Date Oct. 20, 2009



Ronald F. Talarico, Esq.
Chair

Date _____

Christopher J. Cimballa, Esq.
Arbitrator for the Police

Date _____

John F. Cambest, Esq.
Arbitrator for the City