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Title: Ordinance Supplementing the Pittsburgh City Code, Title One: Administrative; Article VII: Procedure; Chapter 161: Contracts, by adding Section 161.43, Equal Benefits

Sponsors: Bruce A. Kraus

Indexes: PGH. CODE ORDINANCES TITLE 01 - ADMINISTRATIVE

Code sections:

Attachments: 1. 2013-1665.doc, 2. 2013-1665 VERSION 2.doc

Date	Ver.	Action By	Action	Result
7/31/2013	2	Mayor	Signed by the Mayor	
7/23/2013	2	City Council	Passed Finally	Pass
7/17/2013	2	Standing Committees	AMENDED	Pass
7/17/2013	2	Standing Committees	Affirmatively Recommended as Amended	Pass
7/10/2013	1	Standing Committees		
7/2/2013	1	City Council	Read and referred	

Ordinance Supplementing the Pittsburgh City Code, Title One: Administrative; Article VII: Procedure; Chapter 161: Contracts, by adding Section 161.43, Equal Benefits

Whereas, Pittsburgh is a City that embraces and celebrates diversity; and

Whereas, LGBT people are an important part of the American workforce, and as such, ensuring equal workplace benefits and non-discrimination protections for LGBT employees is critical to keeping Pittsburgh's workforce competitive; and

Whereas, a growing number of our nation's corporate leaders have publicly stated that improvements in such workplace policies create jobs, attract a high caliber workforce, improve employee retention rates, foster ideas and innovation, satisfy eligibility for some public sector contracts, and can improve employee relations and morale; and

Whereas, Corporations and corporate leaders do a disservice to their company's reputation, employee dignity and safety, and the communities within which they operate when they use their influence to actively discriminate or condone inequality in our society; now, therefore,

Be it resolved that the Council of the City of Pittsburgh hereby enacts as follows:

Section 1. The Pittsburgh City Code is hereby supplemented at Title One: Administrative; Article VII: Procedure; Chapter 161: Contracts, by adding Section 161.43, Equal Benefits, as follows:

§161.43 EQUAL BENEFITS.

(a) Definitions.

- (1) *Employment benefits* means any employee benefit, including, but not limited to, health insurance benefits, including health, vision and dental benefits; bereavement leave; family medical leave; moving expenses; memberships and membership discounts; and travel benefits.
- (2) *Domestic partnership* will be interpreted as it is defined under Section 186.02(a) and (b) of this code.
- (3) *Domestic partner* means each member of a domestic partnership.
- (4) *Service contract* means a contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with another governmental agency.
- (5) Contractor means the entity furnishing services under a service contract.**

(b) Provision of Equal Benefits.

- (1) To be eligible to enter into a service contract with the City of Pittsburgh for an amount payable to the contractor of \$250,000 or more, a contractor must extend the same employment benefits extended to spouses of its employees to domestic partners of its employees, for the following:
 - (a) Employees who reside in the City of Pittsburgh; and
 - (b) Employees who are non-residents of the city of Pittsburgh subject to City wage tax under Section 246 (pertaining to tax on salaries, wages, commissions and other compensation of non-residents).
- (2) If a contractor's existing agreement with its employment benefits provider does not permit the extension of employment benefits to the domestic partners of the contractor's employees at the time the contractor enters into a Service contract with the City, the contractor will arrange for the extension of employment benefits to the domestic partners of its employees to be effective as soon as practicable, but in no case more than one year after the date of execution of the Service contract. Provided, this subsection (2) will not apply to a contractor that has had another City contract subject to the provisions of this Chapter within the five years immediately prior to the date of execution of the Service contract.
- (3) A contractor will accept any of the following as proof of a Domestic Partnership:
 - (a) Verification of the Domestic Partnership issued pursuant to Section 186.02(b).
 - (b) An official, government-issued document evidencing a marriage, civil union, domestic partnership, or the equivalent, under the laws of any state or country, and undertaken between two people who share the same gender identity.
 - (c) Where neither the employee nor the employee's domestic partner is a City resident, employed by the City, owns real property in the City, owns and operates a business in the City, or is a recipient of or has a vested interest in employee benefits from the City of Pittsburgh, proof that a claimed Domestic Partnership meets items (1) through (5) of the definition of "Domestic Partnership" under Section 186.02(a) and the standard for verification under Section 186.02(b).

(c) Mandatory Provisions; Certifications.

- (1) In any bid or proposal, a bidder or proposer subject to this Chapter will include a certification that the business will comply with the provisions of this Chapter if awarded the contract.
- (2) Following the award of a contract subject to this Chapter and prior to execution by the City, the contractor will certify that its employees have been notified of the employment benefits available to domestic partners pursuant to this Chapter, and that those employment benefits will actually be available; or that the contractor does not provide employment benefits to the spouses of married employees. A contractor that, under Section (b) of this Chapter, is not required to make benefits immediately available to the domestic partners of employees, will provide the notice required by this

subsection (2) at the time employment benefits become available to domestic partners of employees.

(3) Every City contract subject to this Chapter will require the contractor to comply with the requirements of this Chapter. Such contracts will contain the following terms:

- (a) The contractor will notify its employees of the employment benefits available to domestic partners pursuant to this Chapter;
- (b) Non-compliance by the contractor will be a material breach. The contract may further specify liquidated damages.
- (c) Discrimination or retaliation by the contractor against any employee on account of having claimed a violation of this Chapter will be a material breach. The contract may further specify liquidated damages.

(d) *Waivers*. The City may waive the requirements of this Chapter in any one of the following circumstances:

- (1) Where application of the provisions of this Chapter would result in the loss of federal, state or similar funds or grants, or is otherwise prohibited by federal or state law.
- (2) Where the contractor certifies, and the City finds, that compliance with the provisions of this Chapter would interfere with a collective bargaining agreement between the contractor and any of its employees.
- (3) Where the contractor certifies, and the City finds, that both (a) the contractor is operated, supervised, or controlled by a bona fide religious institution or religious charitable organization, and (b) compliance with the provisions of this Chapter would conflict with the beliefs of the religion with which the contracting organization is identified.
- (4) Where a contractor is the sole supplier of services or materials.
- ~~(5) Where a contractor offers an employee benefit plan governed by ERISA.~~

(e) *Enforcement*. Contractors will provide the City with any information necessary to verify compliance with the provisions of this Chapter. A contractor subject to this Chapter who fails to comply with its provisions is in material breach of its contract with the City, and may be suspended or debarred from bidding on or participating in City contracts for up to three years.

(f) *Severability*. If any provision of this Section or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Section which can be given effect without the invalid provision or application, and for this purpose the provisions of this Section are declared severable.