

3

**Agreement between the  
Philadelphia Parking Authority and District Council 47, Local 2186**

1. **Except as set forth in this Agreement, all provisions of the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2186 with a termination date of September 30, 2008, shall remain in effect**
2. **The provisions below shall amend the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2186 with a termination date of September 30, 2008.**

**IV. TERM OF THE AGREEMENT**

This Agreement shall become effective October 1, ~~2004~~ 2008 and shall continue in full force and effect until midnight September 30, ~~2008~~ 2009.

**VII. HOURS OF WORK**

- A. The scheduled hours of work for the employees covered by this Agreement will be eight (8) hours each work day with an unpaid lunch period of thirty (30) minutes, to be taken no sooner than one (1) hour after the beginning of the work day and no later than one (1) hour prior to the end of the work day, with the approval of the employee's supervisor. Parking Enforcement Supervisors shall also work an additional one-half (½) hour preparation time each work day, fifteen (15) minutes at the beginning or and fifteen (15) minutes end of their assigned shift as determined by the Authority. Six months after the ratification of this Agreement the Authority and the Union will review the effectiveness of this allocation of preparation time and determine if this schedule will be continued. If it is determined that the split allocation of preparation time is not feasible, then thirty (30) minutes preparation time shall be before or after the supervisor's shift. Such preparation time is included in Parking Enforcement Supervisor's base pay and shall not be considered overtime.

\* \* \*

- D. Should the number of volunteers exceed the number of available positions, shift assignments will be awarded in the order of job classification seniority. Should sufficient volunteers not be found, employees will be selected in the order of reverse job classification seniority for such shift assignments.
- E. Job classification seniority for determining shift assignments shall be consistent with the provisions of Article XXIII, Seniority, including only that period the employee has been in a supervisory position as defined in Paragraph C above.

*Handwritten initials/signature*

## VIII. WAGES

\* \* \*

- B. ~~Effective October 1, 2004, there shall be a three percent (3%) increase in each step of the A9 range of the District council 47 pay scale.~~
- C. ~~Effective May 1, 2005, Step F will be added to the A9 range of the District Council 47 pay scale. Any employee who has advanced to Step E for at least one year as of that date will be eligible to advance to Step F provided s/he receives a satisfactory performance evaluation.~~
- D. ~~Effective October 1, 2005, there shall be a three percent (3%) increase in each step of the A9 range of the District council 47 pay scale.~~
- E. ~~Effective October 1, 2006, there shall be a three percent (3%) increase in each step of the A9 range of the District council 47 pay scale.~~
- F. ~~Effective October 1, 2007, there shall be a three percent (3%) increase in each step of the A9 range of the District council 47 pay scale.~~

All permanent full-time employees in classes represented by District Council 47, Local 2186, who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand, one hundred dollar (\$1,100) lump sum ratification bonus. The aforesaid bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the Authority of the Union's ratification of the Memorandum of Agreement. A permanent employee who is on a leave of absence without pay, including employees on workers' compensation, as of September 1, 2008 will be eligible for the lump sum ratification bonus only if he or she returns to the active payroll before April 1, 2009 and remains on the active payroll for at least ninety (90) consecutive calendar days.

\* \* \*

## IX. SHIFT DIFFERENTIAL

### A. Night Shift Differential

1. Night shift differential shall be paid:
  - a. between the hours of 4:00 P.M. AND 12:00 midnight, at the rate of ~~thirty-five (\$35)~~ forty-five (\$45) per hour, except as provided in 2.a. below.
  - b. between the hours of 12:00 midnight and 8:00 a.m., at the rate of ~~forty-five (\$45)~~ fifty-five (\$55) per hour

2. Night shift differential shall not be paid:
  - a. For work by an employee whose regularly scheduled tour of duty commences between 6:30 a.m. and 10:30 a.m.
  - b. during the leaves for illness, vacation, or for any other time not worked, whether paid or not.
3. Night shift differential shall not be increased by any overtime factor.

B. Parking Enforcement Supervisors shall receive an additional forty cents (\$.40) per hour for use of an electronic hand held ticket issuing device during the hours they work in their capacity as a Parking Enforcement Supervisor and use the electronic hand held ticket issuing device. Use of the electronic hand held ticket issuing device is mandatory.

#### X. OVERTIME

\* \* \*

- C. Each department shall establish departmental work site and shift volunteer overtime lists in each work location where employees regularly work. These lists shall be posted.
- D. Employees on the overtime lists shall be selected in order of their seniority within each classification on a rotating basis. Such seniority list shall be provided to the union every six (6) months.

#### XIV. VACATION LEAVE

\* \* \*

- I. The Authority reserves the right to approve or deny vacation leave requests based on the operational needs of the Authority. Denials of leave requests must be given to employees within on week of request. Except for emergencies of public safety, no approval of leave time will be rescinded.

#### XV. FUNERAL LEAVE

- A. In the event there is a death in the immediate family of a bargaining unit employee, immediate family consisting only of a spouse, ~~spousal equivalent~~ domestic partner, parents, children, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law and the employee attends the funeral service, such employee shall be granted a four (4) day leave of absence with full pay. An employee shall be granted one (1) day absence with pay in the event of a death in the family of such employee other than herein before set forth, family defined as sister-in-law, brother-in-law, first cousin, aunt, uncle, niece and nephew, provided the employee attends the funeral service and provides at least twenty-four hours notice to his or her supervisor. The twenty-four hour notice provision shall be

waived in the case of religious or cultural custom requiring burial the day after the death of the relative and the employee documents the date of death.

- B. At the Authority's option, eligibility for ~~spousal-equivalent~~ domestic partner leave may require satisfaction of the standards set forth in the Philadelphia Parking Authority Board Rules Employee Manual.

## XX. HEALTH AND WELFARE

- A. ~~Effective October 1, 2004, the Authority shall continue to contribute to the Union's Health and Welfare Fund at a rate of \$694.97 per month per bargaining unit member. Effective October 1, 2005, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$778.37. There shall be a re-opener to address health care for the period September 1, 2006 through August 31, 2008. During this re-opener, the Authority and the Union will negotiate over the Authority contribution for health insurance.~~

Effective September 1, 2008, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$1,011.37 per month per bargaining unit member.

## XXIII. SENIORITY

\* \* \*

- C. Job Classification Seniority, used for determining shift assignments and overtime within a job classification, shall, for the purpose of this agreement, be defined as including all paid continuous service of an employee since his or her last date of appointment to the job classification, and all periods of approved leaves of absence without pay, suspension without pay, injured on duty status, workers compensation, or layoff which do not exceed fifteen (15) consecutive calendar days. If an employee leaves a job classification for another position in Authority service and returns to his or her former position, he or she shall have job classification seniority for the time previously served in that job classification; however, no job classification seniority shall be granted for the time he or she served in the other position. If more than one employee is appointed to a job classification on the same date, job classification seniority shall be determined by total seniority in Authority service for those individuals appointed on the same date.

## XXIV. JOB POSTING AND PROMOTIONS

\* \* \*

- C. Testing
1. Each posting shall indicate whether a test will be administered, and the weight given to any test, interview, seniority, or any other

selection criteria. Four (4) points will be added to the total score of applicants who have ten (10) years of Authority service.

## NEW SECTION HEALTH AND SAFETY

A joint labor-management committee shall be established, comprised of an equal representatives form the Authority and District Council 47, Locals 2186 and 2187, to review health and safety issues. The committee's general responsibility shall be to foster a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and to provide education programs. The committee shall meet quarterly, however, more frequent meetings may be scheduled to address specific issues. The Committee will establish procedures for its meetings and maintain a written records if its proceedings.

## NEW SECTION TRAINING AND TUITION REIMBURSEMENT

A. A joint committee consisting of an equal number of members appointed by the Authority and the Union shall be appointed within thirty (30) days to review departmental training needs.

### B. Tuition Reimbursement

Upon expiration of probationary status, full time employees are eligible to apply for reimbursement of tuition, provided that the courses are taken at an accredited institution and are relevant to the employee's professional development with the Authority.

1. Applications for tuition reimbursement are available from the Human Resources Department. Completed applications should be submitted to the Human Resources Department for review and approval by the manager of compensation, the director of human resources, the employee's manager or director, the director of finance and the executive director.

2. Tuition reimbursement is limited to the amount excluded from income tax as reported by the Internal Revenue Service (currently \$5,250) per calendar year. However, employees with perfect attendance and an overall performance rating of Above Average or higher in their last annual performance evaluation, may receive an additional tuition reimbursement of up to fifty percent of the annual limit.

3. The Authority's Board will set the maximum, aggregate tuition reimbursement amount ("reimbursement budget"), for each calendar year. Tuition reimbursement will be paid twice each year, in January and July. Should applications for tuition reimbursement approved for course work completed in advance of the Authority's January or July payment period exceed half the

cap  
M  
20

reimbursement budget for the calendar year, the amount of each approved application will be reduced proportionably to the total budget amount for that period.

4. Within the limits set forth, if an employee receives a grade of A he or she will be reimbursed the full tuition amount available for that course. If an employee receives a B or C, the reimbursement will be 90% of the tuition amount available for that course. No reimbursement will be made if an employee receives a grade of D or F, fails or withdraws from the course. Courses which grade on a schedule other than A, B, C, etc. (e.g., Pass/fail or Complete/Incomplete) must be specifically stated in the request for reimbursement.

5. Tuition reimbursement will only be paid after an employee demonstrates to the satisfaction of the Authority that he or she paid the tuition and documents the grade received.

6. Tuition reimbursement is available only for tuition at an accredited institution. Tuition reimbursement may not be used for travel, meals, books or other expenses.

#### NEW SECTION UNIFORMS

A. The Authority shall provide:

1. Two (2) turtlenecks by December 1

2. Five (5) long pants by September 1

3. Five (5) long sleeve shirts by September 1

4. One (1) baseball cap by September 1

5. Five (5) long pants by June 1

6. Five (5) short sleeve shirts by June 1

7. One (1) baseball cap by June 1

8. As needed:

a. Two (2) ties

b. One (1) winter coat

c. One (1) rain coat

d. One badge

e. One (1) name plate

f. One (1) belt

g. One (1) sweater

9. A semi-annual shoe voucher in the amount of \$120 February 15 and August 15 each year.

NOTE: Strikethrough indicates material to be deleted  
Underline indicates material to be added

FOR THE AUTHORITY:

Vincent J. Seneca, Jr.

Carl C. Ciglar

John J. Miller

October 23, 2008  
Date

FOR THE UNION:

Anthony J. Fatt

Michael Walsh

Tom Plunke

Oct. 23, 2008  
Date

Barbara Dexter

008  
M...  
2008

Sick Leave - 3 undocumented  
occurrences

Not paid for first day  
Excessive Sick.

---

Legal Services

Long term Disability not short.