

**Addendum to
Memorandum of Understanding between the
Philadelphia Court of Common Pleas and AFSCME, District Council 47, Local 2186
Effective July 1, 2009 through June 30, 2017**

On January 27, 2005 a Memorandum of Understanding ("MOU") was entered into by and between the Philadelphia Court of Common Pleas (hereinafter "FJD"), and AFSCME, District Council 47, Local 2186 ("The Union") which was recognized as the exclusive representative for those FJD employees as set forth in Appendix A of the MOU for the period from July 1, 2004 through June 30, 2008. A copy of the 2005 MOU, including Appendix "A" is attached as Exhibit A to this Addendum.

WHEREAS, the MOU contained the following Termination provision:

ARTICLE XVI - TERMINATION

This Understanding shall be effective upon its execution, in writing, by both parties and shall continue in full force and effect through to June 30, 2008 and shall terminate automatically on that date or, at such time as court employees become employees of the Commonwealth of Pennsylvania, whichever event occurs first, and shall continue from year to year thereafter until either party serves notice, in writing, at least 60 days prior to expiration of the original or any subsequent period, of a desire to change, modify or terminate the Understanding.

WHEREAS, the parties have treated this MOU as remaining in full force and effect AFTER June 30, 2008 upon reliance of the above provision, notice of termination not having been given by either party; and

WHEREAS, the parties desire to further modify the MOU to control as provided herein.

NOW, THEREFORE, the parties in consideration of the foregoing and intending to be legally bound agree as follows:

- (1) This MOU, as modified herein, shall continue in full force and effect from July 1, 2009 through June 30, 2017 and shall continue from year to year thereafter until either party serves notice, in writing, at least 60 days prior to expiration of the original or any subsequent period, of a desire to change, modify or terminate the MOU;
- (2) When the position of "Deputy Court Administrator of Human Resources" is not filled, any reference in the MOU to the "Deputy Court Administrator for Human Resources" shall include the "Executive Director" or "Director" of Human Resources.
- (3) Article IV (c) of the MOU is amended to read as follows:

Matters of unlawful discrimination and harassment must be addressed as provided in the Supreme Court of Pennsylvania's "Policy on Non-Discrimination and Equal Employment Opportunity." All employees are subject to the "Code of Conduct for Employees of the Unified Judicial System" as provided therein.

- (4) The last sentence of Article X of the MOU is amended to read as follows:

... When the FJD amends any FJD Personnel Policies not covered by this Agreement, it shall schedule a meeting with the Union before the effective date of such amendment to discuss the changes.

(5) Appendix "A" of the MOU which contains a list of all positions included in the Union may only be modified with the specific written agreement of both parties.

(6) The parties reference the "Hours of Work" policy of the FJD which authorizes the possibility of flextime. The parties understand and agree that although there is no guarantee that flextime will be granted, employees interested in working a flextime schedule should discuss the possibility of such an arrangement with their supervisor. In order to effectively manage the operation of the District, the appointing authority may preclude certain units from the opportunity for flextime. In units where flextime is permitted, certain positions may be precluded;

(7) The FJD shall consider providing a separate entrance and/or employee-only access to facilities rented, occupied, and used by the FJD for official purposes; and

(8) As appropriate, the FJD will utilize language in its position announcements and job postings which would permit all potential candidates/employees who meet the position qualifications to apply for the available open positions; and

(9) The parties agree that a Management/Labor Committee shall be established by the parties, to meet quarterly, or as otherwise agreed, and discuss issues of mutual concern. Each party shall designate no more than five (5) individuals to be members of the Committee. It is further agreed by the parties that the first item to be discussed in the Labor Management meetings is the possible creation of a PO V position.

(10) All other terms and provisions of the 2005 MOU remain in full force and effect to the extent that they are not declared to be unlawful and unenforceable.

IN WITNESS WHEREOF, the parties have entered into this Addendum to the January 27, 2005 MOU executed on the dates set forth below.

AFSCME, DISTRICT COUNCIL 47, LOCAL 2186

By: [Signature]
Fred Wright, President, AFSCME District Council 47

Date: 10/6/16

By: [Signature]
Alfreda Y. Jones, President, DC 47, Local 2186

Date: 10/6/16

By: [Signature]
Donnell L. Martin, Vice-President, DC 47, Local 2186

Date: 10/6/16

**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS**

By: [Signature]
Joseph H. Evers, District Court Administrator
First Judicial District of Pennsylvania

Date: 10-8-16

APPENDIX "A"

POSITIONS INCLUDED IN DISTRICT COUNCIL 47, LOCAL 2186

Accountant

Hearing Officer III

Intake Supervisor I

Intake Supervisor II

Probation Officer III

Probation Officer IV

Social Worker III

Training Specialist II

APPENDIX "B"

LOCAL 2186
LEAVE REQUEST
FOR THE UNION ACTIVITY

Union Steward

Union Employee

(REQUESTOR'S NAME)

requests _____ hours of uncharged leave on

____/____/____ to participate in the following Union activity:

(IF GRIEVANCE HEARING, NAME GRIEVANT AND WORK LOCATION)

SIGNATURE

APPROVED:

SUPERVISOR

____/____/____
DATE