

PHILADELPHIA PARKING AUTHORITY

SUPPLEMENT TO EMPLOYEE POLICY MANUAL

AND

MEMORANDUM OF UNDERSTANDING

WITH

FIRST LINE SUPERVISORS

LOCAL 2186, DISTRICT COUNCIL 47

AMERICAN FEDERATION OF STATE, COUNTY AND


MUNICIPAL EMPLOYEES, AFL-CIO

OCTOBER 1, 1992 TO SEPTEMBER 30, 1996

TERM

This agreement shall continue in full force and effect until midnight
September 30, 1996

Any provisions of the parties' collective bargaining agreement which
expired on September 30, 1992 not modified or deleted by this
Memorandum of Agreement, shall be in full force and effect and be made
part of a fully integrated agreement.


FOR DISTRICT COUNCIL 47


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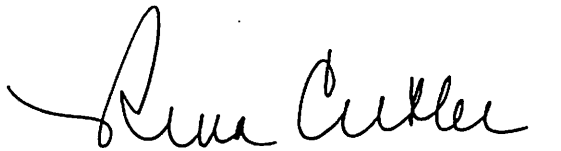
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WAGES

Effective April 1, 1995, all bargaining unit pay ranges shall be increased two percent (2%) as reflected in the attached pay schedule.


Effective April 1, 1996, all bargaining unit pay ranges shall be increased three percent (3%) as reflected in the attached pay schedule.


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Philadelphia Parking Authority Scale of Wages - District Council 47					
Effective 4/1/92	A	B	C	D	E
A-4	\$19,358	\$20,519	\$21,751	\$23,055	\$24,438
A-5	\$20,519	\$21,751	\$23,055	\$24,438	\$25,905
A-6	\$21,751	\$23,055	\$24,438	\$25,905	\$27,459
A-7	\$23,055	\$24,438	\$25,905	\$27,459	\$29,107
A-8	\$24,438	\$25,905	\$27,459	\$29,107	\$30,851
A-9	\$25,905	\$27,459	\$29,107	\$30,851	\$32,705
A-10	\$27,459	\$29,107	\$30,851	\$32,705	\$34,668
A-11	\$29,107	\$30,851	\$32,705	\$34,668	\$36,748
A-12	\$30,851	\$32,705	\$34,668	\$36,748	\$38,953

Philadelphia Parking Authority Scale of Wages - District Council 47					
Effective 4/1/95	A	B	C	D	E
A-4	\$19,745	\$20,929	\$22,186	\$23,516	\$24,927
A-5	\$20,929	\$22,186	\$23,516	\$24,927	\$26,423
A-6	\$22,186	\$23,516	\$24,927	\$26,423	\$28,008
A-7	\$23,516	\$24,927	\$26,423	\$28,008	\$29,689
A-8	\$24,927	\$26,423	\$28,008	\$29,689	\$31,468
A-9	\$26,423	\$28,008	\$29,689	\$31,468	\$33,359
A-10	\$28,008	\$29,689	\$31,468	\$33,359	\$35,361
A-11	\$29,689	\$31,468	\$33,359	\$35,361	\$37,483
A-12	\$31,468	\$33,359	\$35,361	\$37,483	\$39,732

Philadelphia Parking Authority Scale of Wages - District Council 47					
Effective 4/1/96	A	B	C	D	E
A-4	\$20,338	\$21,557	\$22,852	\$24,222	\$25,675
A-5	\$21,557	\$22,852	\$24,222	\$25,675	\$27,216
A-6	\$22,852	\$24,222	\$25,675	\$27,216	\$28,848
A-7	\$24,222	\$25,675	\$27,216	\$28,848	\$30,580
A-8	\$25,675	\$27,216	\$28,848	\$30,580	\$32,412
A-9	\$27,216	\$28,848	\$30,580	\$32,412	\$34,360
A-10	\$28,848	\$30,580	\$32,412	\$34,360	\$36,422
A-11	\$30,580	\$32,412	\$34,360	\$36,422	\$38,607
A-12	\$32,412	\$34,360	\$36,422	\$38,607	\$40,924

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SICK LEAVE BUY BACK

The parties agree upon a sick leave buy back program under which an employee with a good attendance record may sell back to the Authority up to five (5) days of sick leave in each calendar year according to the following schedule:

Employees who have used no sick days in a calendar year may sell back five (5) days

Employees who have used one (1) sick day in a calendar year may sell back four (4) days

Employees who have used two (2) sick days in a calendar year may sell back three (3) days

Employees who have used three (3) sick days in a calendar year may sell back two (2) days

Employees who have used four (4) sick days in a calendar year may sell back one (1) day

An employee must be continuously employed for a full calendar year in order to be eligible for this benefit. This program will apply to attendance for the year beginning January 1, 1996 and each year thereafter. The Authority will notify employees of their eligibility by February 15th of each year. No later than March 15th of each year, employees may elect to sell back sick leave. An employee may not

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substitute unpaid leave for sick leave for the purpose of qualifying for this program. For the purpose of this program, continuous employment will be defined as it is elsewhere in the Contract, that is, absences without pay of fifteen (15) days or fewer will not be counted as an interruption of service.


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HEALTH AND WELFARE

Effective as of the date of ratification of this agreement, the contribution made by the Authority to the Union for health and welfare benefits shall be adjusted to reflect the current contribution made by the City of Philadelphia to the Union for such benefits, that is, four hundred seventeen dollars and eighty three cents (\$417.83) per member per month, which contribution shall be equal to that made by the City of Philadelphia, as such payment changes.


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DISCIPLINE AND DISCHARGE

- A. The Authority has the right to discipline and/or discharge employees for just cause.

- B. The Authority agrees to notify, in writing, any employee upon whom disciplinary action is imposed.

- C. Any employee who is requested to appear before another representative of the Authority for a meeting about disciplinary action, or for an investigatory meeting from which disciplinary action could reasonably be believed to arise, shall have the opportunity to avail themselves of Union representation upon the request of said employee.

- D. Should an instance occur or situation arise in which the Authority concludes that disciplinary action is warranted, the following general procedures shall apply:
 - 1. Except in cases of counseling or verbal warning, the employee shall be provided a written notice of the disciplinary action imposed or contemplated. Such notice shall detail the offense or charges as well as the specific disciplinary action imposed or contemplated.

 - 2. Counseling, verbal warnings and written warnings shall

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be given when and as needed.

3. In the event that the Authority determines that immediate suspension is not warranted, the employee shall be issued notice as in D.1. above, with the intended disciplinary action scheduled to commence no sooner than ten (10) working days from the date of notice.

4. In the event that the Authority determines that immediate suspension is warranted, the employee shall be issued notice as in D.1. above, as soon as notice is prepared and available. In situations when the intended disciplinary action is discharge, the employee shall be suspended for a period not less than ten (10) working days with the intended discharge date scheduled for the date following said suspension period. The discharge shall then be effective as scheduled, unless a grievance is filed according to the terms of this agreement prior thereto, in which case the suspension shall continue in effect until the grievance has been resolved.

E. Documentation of disciplinary action more than three (3) years old will be removed from an employee's personnel file, provided that a same or similar action has not been recorded during said

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three (3) year period.


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GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the unit against the Authority regarding the interpretation or application of this Memorandum. In processing any grievance, this procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice to either party. Matters involving wages or issues applicable to employees in more than one work unit shall be filed directly at Step I. Matters involving disciplinary action more severe than five (5) day suspensions shall be filed directly at Step II. Time limits set forth herein shall be mandatory, but shall be extended to accommodate documented absences of the grievant(s) or designated management representative due to illness or scheduled leave. Time limits may be extended for other reasons only by the written mutual consent of the Local President and the Executive Director or his/her designee.

All grievances shall be processed and resolved in accordance with the following procedure:

Any employee claiming a grievance may directly, or through a steward, discuss and attempt to resolve the grievance in a meeting specifically for that purpose with his/her immediate supervisor. Such discussion shall occur within five (5) working days after the occurrence giving rise to the grievance or within five (5) working days after the employee knew, or should have known, of the event giving rise to the grievance. The Authority

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shall respond either verbally or in writing to the grievant and/or steward within five (5) working days after the meeting or discussion held to resolve the grievance. Should the grievance remain unresolved within five (5) working days after such presentation, it shall be reduced to writing and processed as follows:

STEP I The written grievance, setting forth the specific allegation, the applicable section of the Memorandum believed to have been violated as well as the remedy sought, shall be presented by a steward or a representative of the Union to the appropriate department director within five (5) working days of the Authority's answer or its due date as specified above. A meeting shall be held by the department director and the appropriate Union representative, with or without the grievant present at the Union's sole discretion, to attempt to resolve the grievance. The department director shall provide a written reply within five (5) working days after the meeting held to resolve the grievance. Should the grievance remain unresolved, the grievance may be referred to Step II.

STEP II If the grievance is not satisfactorily resolved at Step I, it may be referred by a Union representative, within five (5) working days of the Step I answer or its due date, to the appropriate deputy executive director for resolution. A meeting shall be held between the deputy executive director and the Union representative, with or without the grievant

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present at the Union's sole discretion, to attempt to resolve the grievance. The deputy executive director shall provide a written reply within five (5) working days after the meeting held to resolve the grievance. Should the grievance remain unresolved, the grievance may be referred to Step III

STEP III If the grievance is not satisfactorily resolved at Step II, it may be referred by the Union, within five (5) working days of the Step II answer or its due date, to the Executive Director for resolution. The Executive Director shall take whatever action he/she deems appropriate to address the grievance. The decision of the Executive Director shall be final.


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NON-DISCRIMINATION

In accordance with applicable federal, state and local laws and regulations, both the Authority and the Union agree not to discriminate against any employee on the basis of race, religion, creed, color, sex, sexual orientation, marital status, age, national origin, union membership, political belief or affiliation, or handicap as defined under applicable laws.


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VACATION LEAVE


At the end of each calendar year, an employee may carry forward up to seventy (70) days of accumulated vacation leave. Said accumulation, up to seventy (70) days, shall be paid out at retirement, resignation or dismissal of an employee.


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FUNERAL LEAVE

In the event that there is a death in the immediate family of a bargaining unit employee, immediate family consisting only of spouse, parents, grandparents, grandchildren, children, brother, sister, father-in-law, or 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's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, family defined as sister-in-law, brother-in-law, first cousin, aunt or uncle, provided the employee attends the funeral service.


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PERFORMANCE EVALUATION

Performance evaluations shall not be arbitrary or capricious.

Employees shall be permitted to include a rebuttal statement to their performance report to be included in their personnel file.

Performance evaluation reports shall not be grievable unless an overall rating of less than satisfactory is received.


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JOB POSTINGS AND PROMOTIONS

Tests and/or interviews will be conducted for all candidates who meet the minimum training and experience requirements set forth in the job description.

Employees shall be ranked on the promotion list in order of qualifications. The Authority shall be solely responsible for determining whether an employee is qualified and for ranking the employee on the promotional list, which list shall expire after six (6) months from the date on which it was established. Such determination shall not be arbitrary or capricious. In determining whether an employee is qualified, the Authority may take into account seniority, education, training and experience relevant to the posted position, prior to work performance, and knowledge, skill and abilities indicated in the job description for the posted position. When two or more employees are equally qualified, the most senior employee shall be ranked the highest.


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WORKING OUT OF CLASS

When any employee, with the written approval of the appropriate Director or Deputy Executive Director, is assigned to duties appropriate to a higher class or position than that held by the employee, he/she shall be paid, after the first seven and one-half (7.5) hours of such work in any work day, at the rate of the higher class for all hours worked in the higher class until the assignment is terminated.


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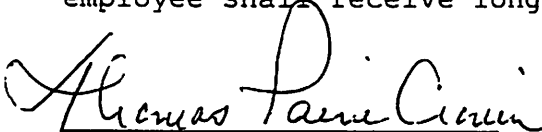
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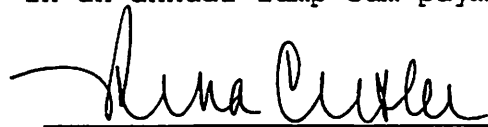
WAGES

A. Effective with the first full pay period following the date of the ratification of this Agreement, employees shall receive longevity pay which shall be paid out over the course of the year along with regular base pay, based upon years of continuous service with the Authority, as follows:

After 5 years of service	\$ 625
After 10 years of service	\$ 825
After 15 years of service	\$1,025
After 20 years of service	\$1,225
After 25 years of service	\$1,425
After 30 years of service	\$1,625
After 35 years of service	\$1,825
After 40 years of service	\$2,025
After 45 years of service	\$2,225

B. Effective with the first full pay period following the anniversary date of each employee, the bi-weekly payment of longevity pay as detailed in A. above will cease, whereupon and thereafter each employee shall receive longevity pay in an annual lump sum payment.


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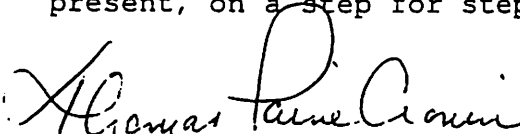
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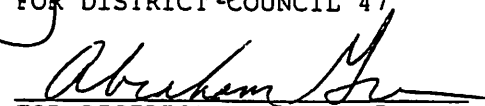
HOURS OF WORK

Commencing with the work day that is the beginning of the first full pay period following the ratification of this Agreement, compensation for daily preparatory time, as provided in the Agreement which expired on September 30, 1992, or as has arisen as informal practice for certain other positions covered by this Agreement, shall no longer be provided.

Commencing with the work day that is the beginning of the first full pay period following the ratification of this Agreement, the scheduled hours of work for the employees covered by this Agreement will be eight and one half (8.5) 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 employees' supervisor(s).

Commencing with the first full pay period following the ratification of this Agreement, all employees covered by this Agreement will be compensated at the grade and step that is one grade higher than present, on a step for step basis.


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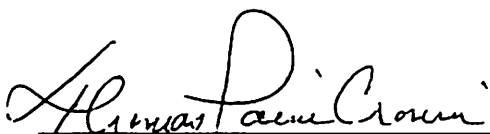
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HEALTH BENEFIT ADJUSTMENT SIDE LETTER

The Union and the Health and Welfare Fund agree to repay to the Authority the sum of sixty two thousand two hundred and six dollars (\$62,206) as an adjustment for health/medical benefit contributions. Such adjustments shall be made in seventy one (71) equal monthly installments of eight hundred and sixty four dollars (\$864) and a final installment of eight hundred and sixty two dollars (\$862) commencing from the date of the ratification of this Agreement. Deductions shall be made in such equal monthly installments from the monthly contributions otherwise due and owing to the District Council 47 Health & Welfare Fund from the Authority pursuant to the terms of this Agreement.


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HOLIDAYS AND ADMINISTRATIVE LEAVE

The following shall be eliminated as holidays:

Lincoln's Birthday

Flag Day

Election Day

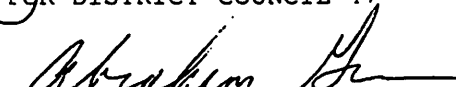
Veteran's Day

Employees shall, upon ratification of this agreement, receive one (1) additional Administrative Leave (AL) day for a total of four (4) AL days.

Effective July 1, 1996, for the year July 1, 1996 through June 30, 1997, employees shall receive one (1) additional AL day, for a total of five (5) AL days. Such day may be used by the employee as any other such leave day, or in observation of Veteran's Day.


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PENSION AND SOCIAL SECURITY

Employees hired after the date of the ratification of this agreement shall be covered by Pension Plan "87 M", as modified by the City of Philadelphia contract with District Council 47.


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SICK LEAVE

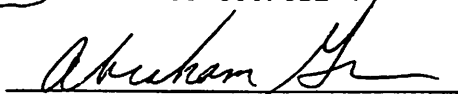
Employees currently in the bargaining unit shall accrue twenty (20) sick days per year. Employees hired after the date of ratification of this agreement shall accrue fifteen (15) sick days per.


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