

"COURTS"

"FIRST JUDICIAL DISTRICT OF PA."

**LOCAL 2186, DISTRICT COUNCIL 47**  
**MEMORANDUM OF UNDERSTANDING**

1992-1996

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PREAMBLE

This Memorandum of Understanding entered into by the Court of Common Pleas of Philadelphia, hereinafter referred to as the Employer, and Local 2186, District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE I

RECOGNITION

Section 1.1 Local 2186, District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for all first-level professional supervisors of the Philadelphia Court of Common Pleas as certified by the Pennsylvania Labor Relations Board, as set forth in Appendix A attached hereto.

*see page - 46*

Section 1.2 The term "employee(s)" as used in this Memorandum of Understanding refers only to those persons falling within the classification referred to in Section 1.1 of this Article.

Section 1.3 This Memorandum of Understanding pertains only to those employees falling within the classifications referred to in Section 1.1 of this Article.

ARTICLE 2

DUES DEDUCTION AND INSURANCE CHECKOFF

Section 2.1 Upon receipt of a signed dues deduction authorization from an employee in a mutually agreed-upon form, the Employer shall, pursuant to such authorization, deduct from the wages due said employee for each pay period the sum specified in said authorization and remit the same to District Council 47. This authorization shall be irrevocable for the duration of the Memorandum of Understanding except that the authorization may be revoked by the employee if he submits to the Labor Relations Specialist and the Union his written revocation by certified mail within fifteen (15) days prior to the expiration of this Memorandum of Understanding.

Section 2.2 Each employee and the Union hereby authorize the Employer to rely upon and honor certifications by the Treasurer of AFSCME District Council 47 regarding the amount of Union dues to be deducted and the legality of the adopting action specifying such amounts of Union dues. The union will indemnify, defend and hold the Employer harmless against any claim made or any suit instituted against the Employer on account of any check-off of Union dues.

Section 2.3 The Employer shall provide the Union, on an annual basis, a list of all employees in the bargaining unit represented by the Union. This list shall contain the employees' name, social security number, address, and job classification. The Union shall be advised of additions and deletions on a monthly basis.

*provided B-1  
CITY (MOIS)*

Section 2.4 The Employer agrees to allow voluntary contributions to the Union's P.E.O.P.L.E. Committee to be instituted through the dues check-off system, [provided the Employer receives a signed authorization similar to that described in Section 2.1.] *Eliminated in Court language*

POT IN NEW  
COURT 2.4

Section 2.5 The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suite instituted against the Employer on account of any P.E.O.P.L.E. check-off.

OK

Section 2.6 The Employer agrees to distribute a copy of this Memorandum of Understanding to employees newly covered by the Memorandum of Understanding.

Section 2.7 Provided an insurance deduction procedure is established and implemented by the City of Philadelphia and District Council 47's Collective Bargaining Agreement, the Employer will permit the payment of homeowner/automobile insurance premiums by payroll deduction to a company or companies designated by the Union.

~~Eliminated~~

The Union shall release the City of Philadelphia and the Employer of all liability from any claims arising from this provision. The union shall also indemnify the City of Philadelphia and the Employer against any and all claims from employees, insurance carriers and their agents or any other claimant against employees who participate in this insurance program.

ARTICLE 3

MANAGEMENT'S RIGHTS CLAUSE

The Employer retains all management rights and powers it possessed prior to the execution of this Memorandum of Understanding except as specifically limited by this Memorandum of Understanding. Specifically, but without in any way limiting the foregoing, the Employer will continue to make and enforce reasonable rules of work and employee conduct.

ARTICLE 4

*No Just Cause*

DISCIPLINE and DISCHARGE

Section 4.1

*All language above  
[ ] is ~~eliminated~~*

The Employer shall not demote, suspend, discharge, or take any disciplinary action against any employee without just cause. An employee may appeal any disciplinary action beginning at Step 2 of the grievance procedure. [The Union shall be notified promptly by the Employer of any suspension, discharge, or demotion.]

Section 4.2

The Employer follows the concept of progressive discipline except when an employee commits an infraction which by its nature is so serious as to warrant immediate discharge.

Management shall provide notice to the Shop Steward upon implementation of any disciplinary action involving a sanction of suspension or greater. This notice shall be served concurrently upon notice to the employee.

Progressive discipline (defined as escalating disciplinary penalties) shall be used in all appropriate disciplinary actions, in order to have discipline be a corrective (as opposed to punitive) action to the maximum possible extent. The parties acknowledge and agree that certain offenses shall not be subject to progressive discipline, and that discipline for such infractions shall be effected at management's discretion. Infractions not subject to progressive discipline may include dishonesty, theft, violence, persistent or serious insubordination, including abusive conduct, sexual harassment and willful destruction of property. [Other infractions shall generally be subject to the following schedule of progressive discipline:]

- First Violation: Verbal warning with written documentation
- Second Violation: Written warning
- Third Violation: One to five days suspension

~~Eliminated~~

~~Eliminated~~



*Eliminated*

Fourth Violation: Five to ten days suspension

Fifth Violation: Any penalty up to and including discharge

In most cases, a disciplinary infraction which consists of a verbal or documented/written warning shall not be considered for purposes of progressive discipline if no disciplinary action of the same character is received for an 18 month period after the discipline is imposed. *employment related decision*

- Section 4.3 Every employee will be in a probationary status for the first six (6) months of initial continuous employment. *PROMOTIONS - REASSIGNMENTS & TRANSFERS*
- Section 4.4 During employee's probationary period, Section 4.1 will not apply to him.
- Section 4.5 An employee shall have a right, upon request, to have a Union representative present when he has reason to believe that a meeting with supervision may result in the employee being disciplined.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1

A grievance is any dispute which may arise concerning the application, meaning, or interpretation of this Agreement. Grievances shall be settled in the following manner and this procedure shall be the exclusive method by which members of the bargaining unit bring grievances to the attention of the Employer. However, if an employee elects to make a claim under the "Injury on Duty" procedure, grievances, questions, and disputes arising in connection with the processing of the I.O.D. claim will be handled in accordance with the procedures in the I.O.D. Regulations.

Upon the filing of a grievance on behalf of an employee challenging any suspension or demotion, the suspension or demotion shall not take effect until the grievance process has been exhausted and a final determination adverse to the grievant has been made. At the discretion of management, exceptions to stays of disciplinary actions will occur when the grievant presents a threat to the employee, other Court employees, members of the public, or when the act in question could constitute a violation of the law.

3rd step  
Completed

*Eliminated  
Had suspension  
& demotion X*

Step 1

The employee, either alone or accompanied by the Union Steward, shall present the grievance orally to his/her immediate supervisor within five work days of the date of its occurrence (hereinafter referred to as "Occurrence Date"). The supervisor shall attempt to resolve the matter and report his/her decision to the employee orally within five work days of its presentation.

5:5

5  
5 = 10  
15  
10 = 25

Step 2

In the event the grievance is not settled at Step 1, an appeal may be presented in writing by the employee or Union Steward to the Middle Management Supervisor and a copy should be sent to the Labor Relations Specialist within 15 work days of the Occurrence Date.

15  
10

Failure to present the grievance in proper written form within the prescribed time will result in the grievance being dropped. The official receiving the written appeal shall respond in writing to the employee and the Union Steward within 10 work days after receipt of the appeal.

Step 3

10  
10 = 20

An appeal from an unfavorable decision at Step 2 may be presented by the employee or the Union Steward to the Department Head within 10 work days after the response in Step 2. The official receiving the appeal shall respond in writing to the employee and the Union Steward within 10 work days after receipt of the appeal.

Step 4

10  
10 = 20  
+ 20

An appeal from an unfavorable decision at Step 3 may be initiated by the Union by filing with the Labor Relations Specialist a written notice of its intent to proceed to Step 4 and a written statement of all the relevant facts upon which it relies, within 10 work days after response from Step 3 is due. The Employer will respond within 10 work days after response from Step 3 is due. The employer will respond within 10 work days in writing to the Union's statement of all the relevant facts by their agreeing to such facts or specifically setting forth its version of the facts. An appropriate person designated by the Executive Administrator shall hold a hearing and issue his/her decision within 20 days after the hearing is closed, or the matter is submitted.

*shall hold a hearing  
Eliminated*

Step 5

*ACTUALLY*

10  
30 = 40

An appeal from an unfavorable decision at Step 4 may be initiated by the Union by filing with the Executive Administrator, a written request for review of the decision made at Step 4. The Executive Administrator shall review the

TOTAL = 115 DAYS + 10

*Eliminated*

record, hold hearings as appropriate and shall issue his decision within 30 days after the request for review. The decision of the Executive Administrator shall be final and binding.

30

Section 5.2

In appropriate circumstances, a grievance may be filed by an employee at a step in the grievance procedure which permits the employee to discuss the matter with the official who took the action or made the decision which gave rise to the grievance.

Section 5.3

All the time limits contained in this Article may be extended by mutual written agreement. If a grievant or union fails to comply with the time limits set forth herein, the grievance will be considered settled. If an Employer representative fails to observe the time limits with respect to any step in the grievance procedure, such action shall automatically move such grievance to the next step. The granting of an extension at any step shall not be deemed to establish a precedent.

Section 5.4

An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure up to and including Step ~~5~~ 4. If the employee's Steward is unavailable, a designated Union representative will be substituted.

When the employee or Union requests the presence of a reasonable number of witnesses during the ~~fourth~~ <sup>3<sup>rd</sup></sup> and ~~fifth~~ <sup>4<sup>th</sup></sup> step(s) of the grievance procedure, such request shall be made reasonably in advance to the appropriate Department Head. Such employee shall be allowed to participate in such step(s) in the grievance procedure without loss of pay and benefits. This provision will be not abused.

An aggrieved employee and Union Steward shall be granted reasonable time during working hours to process grievances in accordance with this Article without loss of pay or leave time, if required. This provision will not be abused.

The Union may present grievances which involve an operating unit or units of the Employer directly to the Management Labor Relations Specialist within 20 work days of the Occurrence Date (Step 3).

ARTICLE 6

PERSONNEL FILE

Section 6.1

*eliminated [ ]*

Employees shall have the right to examine their official Court personnel file located in the Court Personnel Office once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the Human Resource Department's normal business hours. Prior appointment is required and said examination must be performed in the presence of the employee's steward and a representative of the Human Resources Department. The employee may take written notes but shall not be permitted to remove any documents. A reasonable charge for making duplicate copies of documents shall be assessed at the discretion of the Employer. The removing or altering of any documents from the file shall be a disciplinary offense.

*Eliminated*

Section 6.2

Employees shall have the right to examine any documents contained in the file.

Section 6.3

The employee shall have the right to submit a written response to any negative documents in the official court personnel file but such response shall be confined to the specific issue(s) and must be of a reasonable length. The said response shall be included in the employee's official personnel file.

*see addition  
6.4*

ARTICLE 7

MISCELLANEOUS PROVISIONS

Section 7.1

In the event the Public Employee Relations Act is amended during the term of this Agreement, the parties agree to meet and discuss concerning the amendments to determine whether this Agreement should be amended to incorporate changes permitted by the amendments to the Act.

Section 7.2

In the event that either Federal or State legislation is passed during the life of this Agreement allowing for a Union shop or for an agency fee applicable to those included in the unit who are not members of the Union, the Employer will promptly meet and discuss with the Union whether this Agreement should be amended to incorporate the changes allowing for a Union shop or agency fee as permitted by the legislation.

*Eliminated AGENCY FEE  
new 7.7*

Section 7.3

As a courtesy, the Employer will notify the Union before announcing the establishment of a professional classification and advise the Union of its position on whether the classification is in the bargaining unit. No grievance can be filed as to the decision to establish a classification and the exclusive remedy for challenging the Employer's position as to the inclusion or exclusion from the bargaining unit is with the Pennsylvania Labor Relations Board.

*why remove?*

Section 7.4

Parking shall be provided for bargaining unit members at 1801 Vine Street and 121 N. Broad Street based on:

*Eliminated*

1. Personal hardship; or,
2. The availability of parking is a necessary element of effective job performance; and,
3. Management's obtaining no cost parking facilities and designating priority for whatever parking may be available.

ARTICLE 8

DISCRIMINATION AND AFFIRMATIVE ACTION

Section 8.1 Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, disability, union membership, political affiliation, religion or sexual preference.

Section 8.2 If any provision of this Agreement is in conflict with the Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, and the Equal Pay Act of 1963, the provisions of the aforementioned Orders and Laws shall prevail.

*Amended*  
Section 8.3 The Employer recognizes that no employee shall be subject to sexual harassment, which shall be deemed just cause for disciplinary action. An employee who has been a victim of proven sexual harassment shall be afforded the opportunity for a transfer if practicable.

Section 8.4 Whenever the masculine is used in this Agreement, it shall also be interpreted as the feminine.

*misc 7.5*



## ARTICLE 9

### UNION RIGHTS

- Section 9.1           The Employer agrees to recognize the officers of the Local 2186 Union and three (one Adult Probation, one 1801 and one 34 S. 11th St.) stewards duly designated by the Union. It is agreed and understood that stewards, within the scope of their responsibility, have the authority to speak for the Union. The Employer, in making work assignments and evaluating the performance of employees, will take into consideration the fact that an employee is a union steward. If either party feels the number of stewards is inappropriate, the parties will meet and discuss the matter.
- Section 9.2           Supervisors, within the scope of their authority, are authorized to speak for the Employer and conduct business with the Union under this Agreement. The Employer will recognize one alternate for each of the above designated stewards. Alternates may act only if the steward is unavailable.
- Section 9.3           The Union shall supply the Labor Relations Specialist, within 15 calendar days of their designation, with a list of officers and stewards with areas of jurisdiction designated. Management shall be notified in writing of any change of designation of said officers and stewards, with the stewards' areas of jurisdiction designated. Stewards will handle matters of employee concern in their jurisdictional area.
- Section 9.4           Union stewards may, if in a duty status, use a reasonable amount of official time without charge to leave or loss of pay for the purpose of participating in any hearing where the personal presentation of a grievance is made. Stewards will make requests for official time for such matters from their immediate supervisors, giving the supervisors legitimate reasons for the use of time. They will attempt to resolve the situation by mutual agreement. In instances where a supervisor denies the use of work time, the steward will contact a Union officer immediately, who will then contact the Personnel Office.

- Section 9.5           The Employer agrees that any elected or appointed official in the Union who participates in scheduled meetings with management shall do so without loss of time or pay. Arrangements shall be made with the immediate supervisor for release to attend these meetings. This privilege shall not be abused nor unduly withheld.
- Section 9.6           The Union may post notices and bulletins on Union bulletin boards in areas mutually agreed upon, provided that such material is signed, dated and clearly identified as to source. Such material shall be related to legitimate Union business and in good taste.
- Section 9.7           Other than grievance matters, the point of contact by Union officers on labor management relations will be the Labor Relations Specialist.
- Section 9.8           Upon prior written agreement, the Union shall have permission to hold meetings and conduct normal Union business in Employer facilities provided that such space is available and that the use of such space does not interfere with the normal work of the Employer. Off-hours of bargaining unit employees shall be utilized for such meetings. The Employer may make an exception to the off-hour provision in an unusual circumstance.
- Section 9.9           The Union will be responsible for housekeeping and security of such meeting space provided by the Employer for Union meetings.
- Section 9.10          Up to two employees will, upon request, be granted a leave of absence without pay and fringe benefits for up to three years to take a position with the Local Union or District Council. Upon the expiration of the leave, the employee will be restored to his former position.
- Section 9.11          In the event of a furlough, super seniority shall be granted to stewards and the First Level Court Supervisors Chapter's President of Local 2186, District Council 47, AFSCME, provided they have the necessary qualifications and ability to perform the available work. The Union shall provide the Employer with an annual listing of employees

entitled to super seniority.

Section 9.12

A representative of the Union shall have reasonable access to the Employer's premises to confer with the Employer, stewards of the Union and/or employees solely for the purposes of administering this Agreement. Before any representative of the Union visits the Employer's premises, he shall notify the Labor Relations Specialist and indicate the person or persons to be seen and the general nature of the visit. Such visits shall not be permitted to interfere with the normal conduct of the Employer's business.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Section 10.1

There shall be no strike as that term is defined under the Public Employee Relations Act, during the life of this Agreement. No employee of the Employer, and no officer, representative, or official of the Union shall engage in, authorize, assist or encourage any strike as defined under the Act or any of the conduct described in Section 301(9) of Act 195 without regard to the reason or purpose of engaging in such conduct, during the life of this Agreement.

Section 10.2

The Employer will not engage in any lockout during the life of this Agreement.

ARTICLE 11

JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

Discussion of problems of mutual interest to the parties to this Memorandum of Understanding may be beneficial. Accordingly, the Employer agrees that upon written request of the Union to the Labor Relations Specialist which shall specifically set forth the topic to be discussed, up to three (3) representatives of the Employer will meet with up to three (3) representatives of the Union at a mutually convenient time and place to discuss relevant employer-employee relations problems which are not individual grievances. It is understood, however, that this privilege will not be abused and the Employer retains discretion to determine whether or not such a meeting would be in the best interest of the parties and to control the number and length of such meetings.

ARTICLE 12

COURT PERSONNEL REGULATIONS

All Court Personnel Regulations, as currently written, later amended, or later issued, will apply to the employees covered by this Agreement. When the provisions of this Agreement are specifically different from the Court Personnel Regulations, the provisions of this Agreement will control. Management agrees to notify and discuss with the Union proposed changes to existing Court Personnel Regulations.

ARTICLE 13

POSTING OF POSITIONS

The Employer will post position announcements for positions covered by this Agreement on all Court Personnel bulletin boards and at the same time send a copy of the announcements to the Union under the following circumstances:

- (a) prior to the time examinations are given to establish an eligibility list;
- (b) prior to the establishment of an eligibility list for positions for which no examination is given;
- (c) prior to filling any newly created positions classifications.

Management recognizes the need to afford all employees with a meaningful opportunity to seek other positions with the Court. This may be accomplished through formal posting or through announcements to employees of available positions. Formal posting shall occur in promotional situations and shall involve interviews with qualified candidates. Written announcements shall be utilized in filling positions through lateral transfer and carries no obligation to interview. All posting and announcements affecting bargaining unit members shall be made at least 15 days prior to formally filling a position.

Management reserves the right to laterally transfer employees when necessary to fulfill operational needs on a temporary basis for a period of 30 days or less.

*Posting - promotional situations*  
*Announcements - lateral transfer*

ARTICLE 14

SENIORITY

Section 14.1

Court-wide seniority is defined as the length of continuous service from the most recent court appointment date (date of hire with the Court). Job classification seniority is defined as the length of continuous service in a classification series. Job classification is defined as the series from the lowest to the highest classification in the bargaining unit.

Section 14.2

If the Employer determines that a furlough is necessary in a unit in a department, employees will be furloughed in the inverse order of job classification seniority in that department. Employees affected by furlough who have the requisite court-wide seniority and present skill and ability may bump laterally or down into a job classification they previously held and displace the person in that classification with the least job classification seniority.

ADDITIONAL  
LANGUAGE 14.2  
1996-2000  
Section 14.3

If a furlough occurs after the effective date of this Agreement, the Employer shall establish a recall list by job classification and department for those employees furloughed. Employees shall be recalled to their department in inverse order of furlough. Employees on such recall list shall have rights to a position which they previously held, or any other lower level position provided they have the requisite seniority and present skill and ability to perform the work of the lower level position. Such recall list shall remain in effect for a period of three years after the effective date of furlough. In the event any employee on a recall list refuses an offer of employment in a lower or lateral classification to which he has seniority rights, he shall forfeit recall rights to such a classification. If the employee refuses an offer of employment in the classification from which he was initially furloughed, he will be terminated. Employees on a recall list are obliged to keep the Employer informed of their current address. Notification of recall shall be by certified



Notification of recall shall be by certified mail from the Employer to the employee, with a copy to the Union. The employee must notify the Employer of his intent to accept recall within seven days of receipt of the recall notice.

Section 14.4

The Employer will notify the Union and affected employees at least 30 days prior to the effective date of any furlough of whether and where the employee will bump. Court Administration Personnel Regulations with respect to affirmative action will be taken into consideration by the parties if a furlough occurs.

*add language  
agreed to 12/13/96*

ARTICLE 15

WORKING IN A HIGHER CLASSIFICATION

*want one day*

Section 15.1

Whenever a Department Head temporarily assigns an employee to work in a higher classification for more than 10 consecutive work-days, excluding authorized absences with pay, the employee will be paid at the pay step in the higher pay range which will provide for him an increase in an amount not less than one increment in the pay range to which the class of his position was allocated previously, or if none would so provide, at the maximum pay step in the higher range.

When the requirements of this section are met, the new rate of pay shall apply on the first work-day and thereafter until the employee returns to his normal classification. The assigned employee will receive his higher pay in the first regular bi-weekly pay after the necessary papers have been completed. Such assignments are subject to final written approval of the appropriate Departmental Authority and submission to the Executive Administrator. Whenever possible, authorization will be sought prior to an employee being assigned to work in a higher classification.

Section 15.2

*No additional  
Court language*

If the Employer intends to continue the functions performed in a bargaining unit position which is vacant, the Employer may fill such position by an out of class assignment. The Employer should make a good faith effort to fill such out of class assignment within a week after the vacancy occurs. The Employer must commence procedures for selecting a permanent replacement no later than 60 days after making the assignment. Where possible, a permanent promotion will be made no later than 120 days after the out of class appointment began.

An employee working out of class shall not gain any status by virtue of the out of class appointment, unless that employee is appointed to fill the position on a permanent basis in accordance with this Agreement.

Section 15.3

The Court will notify the Union of all temporary out-of-class assignments within 20 days from the commencement of the assignment. ALL out-of-class assignments that continue beyond 120 days must be filled by one of the first five eligibles on an active eligibility list, except when warranted by special circumstances. The Court shall notify the Union in writing of such special circumstances.

## ARTICLE 16

### SUBCONTRACTING

Prior to contracting out work presently performed by employees within the bargaining unit represented by Local 2186, the Court shall give no less than 20 days written notice to the Union in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically and efficiently by bargaining unit members.

ARTICLE 17

CLASSIFICATION AND PAY AUDIT

Within 60 days of a job audit request submitted by an employee, or the Union in case of a class audit, the Employer will notify the employee whether a formal audit will be conducted. If an audit is conducted, a determination will be made and the employee notified within 180 days of the date the request was received. If the Employer does not conduct a formal audit, the reasons will be given in writing within the 60 day period. It is clearly understood that there is no right to grieve the Employer's reasons for denial of a job audit; however, the Union can bring the refusal to the attention of the Labor Relations Specialist.

*Eliminated*

## ARTICLE 18

### SEPARABILITY/SAVING CLAUSE

If and when it is finally adjudicated that any provisions of this Agreement are in conflict with any Federal or State law, such decision shall not affect the validity of any other provision which shall remain in full force and effect. Within 30 days of any such invalidating decision, both parties shall meet and discuss the provision or provisions so invalidated.

**ARTICLE 19**

**SICK LEAVE CONVERSION/VACATION BANK**

Section 19.1

Employees who have accumulated 82 or more sick days at the end of a calendar year may convert sick days to vacation days as follows. The conversion rate will be two sick days for one vacation day with a maximum of five such vacation days in any calendar year. The conversion cannot result in reducing the accumulated sick leave balance below 80 days, and half vacation days will not be granted.

ARTICLE 20

FAMILY SICK LEAVE

*see Court Regs.  
Check*

In the event that either an employee's spouse or a dependent child residing with the employee becomes sick or disabled, the employee shall be permitted to use up to five days of his/her accumulated sick leave to care for such family members. An employee shall be required to provide proof of the illness or disability in the form of a medical certificate presented to the employee's supervisor upon the employee's return to work. The Employer may require the employee to provide proof of the relationship between the employee and the spouse or dependent child residing with the employee.

Utilization of a family sick leave shall be limited to five days within a calendar year and shall be chargeable against the employee's accumulated sick leave.

All other procedures relating to the use of family sick leave shall be in accordance with the Employer's Court Personnel Regulations and policies governing sick leave.

## ARTICLE 21

### FLEX-TIME

Flex-time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. Each department which employs employees represented by Local 2186 shall review its current work schedules during the first six months after this Agreement is signed to determine if flex-time can be applied to its operations. Department heads should consider the feasibility of adopting a 40 hour, four day work week which may include weekends in appropriate situations. During this review period the Union may submit to the appropriate Department Heads suggestions or information relevant to the development of a flex-time schedule. At the sole discretion of the Department Head, the department may submit a flex-time schedule to the appropriate Administrative Judge and the Executive Administrator. The Employer shall advise the Union of its findings. The Employer's decision after review will be final and binding and not subject to grievance and/or arbitration.

Flex-time will be approved only if such approval is consistent with the needs of the department and the nature of the work being performed. In all cases where a flex time schedule has been approved, an appropriate notice setting forth the affected employee's hours of work shall be posted on the departmental bulletin board.

*Eliminated*



## ARTICLE 22

### VACATIONS

Section 22.1 Employees shall be entitled to take annual earned vacation in each calendar year. Such vacation shall be scheduled and approved by department management. If an employee has scheduled vacation late in the calendar year which cannot be taken because of an emergency, the employee may carry over such unused vacation to the following year. If such an employee already has reached the maximum level of accumulated unused vacation, the employee will nevertheless be entitled to reschedule such cancelled vacation, provided the vacation is taken no later than January 31 immediately following the calendar year. *same*

Section 22.2 Employees may accrue a maximum of 70 days in their vacation bank.

Section 22.3 Transfer of Vacation Leave.

The Union and the Employer agree to establish a pilot project to evaluate the transfer of accrued vacation between employees in the bargaining unit. Such program shall be designed by a committee composed of two representatives appointed by the Employer and two appointed by the Union. This pilot project will last two years with evaluation reports issued at 12 months and 24 months. Copies of the reports will be filed with the Employer and the Union.

The pilot project shall be subject to the following rules:

1. Employees who are approved to receive such vacation-leave transfer must demonstrate need based upon a medically documented catastrophic illness.
2. Such transfer must be voluntary, irrevocable, and set forth in writing. Transferred vacation leave may not be sold. Employees attempting to sell or buy transferred vacation leave will be discharged.
3. Employees may only donate prior years accrued vacation or currently earned vacation in excess of 15 days.
4. Such vacation leave may only be transferred in units of whole days.
5. Employees receiving such transferred leave shall only be credited in accordance with the maximum accrued vacation leave allowed by

Court Personnel Regulations.

6. If an employee who has received transferred leave separates from employment for any reason, there shall be no payment for unused transferred leave.

7. The amount of vacation leave compensation transferred shall be based on the rate of pay of the individual whose accumulated vacation leave is transferred, or the rate of pay of the employee receiving the transferred leave, whichever is less.

No aspect of this provision is subject to the grievance procedure. Any dispute concerning the selection of employees or eligibility for this benefit or other matters concerning this provision shall be referred to the Executive Administrator, or his designee.

ARTICLE 23

USE OF COMPENSATORY TIME

In addition to other permitted uses of compensatory time, employees shall be permitted to use earned compensatory time during the last 14 calendar days of employment prior to separation. Supervisory approval of such leave request is required.

ARTICLE 24

HEALTH AND SAFETY

Section 24.1 The Employer recognizes its responsibility with respect to the health of employees to maintain normal working conditions and will make reasonable efforts to maintain such conditions.

The Employer further recognizes its responsibility to maintain conditions of safety and security in and around the buildings in which employees work and will make reasonable efforts to maintain such conditions.

Section 24.2 The Employer agrees to forward a request to the City of Philadelphia's Health Department that semi-annual air quality checks be conducted in all facilities housing bargaining unit employees. As regards the Youth Study Center and 121 N. Broad Street, the Court will request semi-annual air quality monitoring in the area where Union employees are situated. If the Health Department agrees to conduct air quality checks, the Employer will provide the Union with a copy of the results issued by the Health Department.

*D. [unclear]*  
*C. [unclear]*  
*[unclear]*

Section 24.3 The Employer will give the Union notice once it learns of an asbestos abatement project in a building housing bargaining unit personnel. The Employer, upon request, will meet with the Union to discuss any questions the Union has regarding the abatement project. The Union shall have access to the job site and shall be permitted to have its representatives or safety experts review the project. The Employer agrees to provide its landlord with any input from the Union concerning the abatement project.

Section 24.4 The Employer also recognizes its responsibility to take reasonable measures to assure compliance with all lease provisions affecting the health or safety of employees.

## ARTICLE 25

### SELF DEFENSE

#### Section 25.1

A joint labor/management committee shall be convened to research, evaluate and recommend a training program and other measures geared to decreasing the vulnerability of employees in the performance of their official duties. The Employer and Union shall each appoint four representatives to the Committee. Within 180 days after the signing of this Agreement, recommendations of this Committee shall be submitted to the President Judge, Administrative Judges and Executive Administrator.

At a minimum, employees shall have the opportunity to attend voluntary self-defense training, the content of which shall be mutually agreed upon, subject to arrangements with appropriate agencies who would conduct the training. One-third of the cost of any mutually agreed upon self-defense training shall be paid by the Union. Employees shall be given leave time to participate in such training, subject to scheduling needs of the Department. Employees may be offered training in:

1. Hand to hand self-defense;
2. Passive resistance training;
3. Use of chemical spray deterrents.

Classes will be scheduled when at least 25 persons indicate interest. All self defense training shall be carried out at no cost as the first option. In the event resources are needed, Labor and Management will meet to discuss funding options.

#### Section 25.2

##### Sexual Harassment Training.

The Employer and the Union will each appoint two representatives to a committee which will study sexual harassment prevention training. The committee members shall be selected within two weeks of the signing of the contract. A report shall be submitted to the Executive Administrator and the Union within 90 days of the signing of the contract.

## ARTICLE 26

### TRANSFERS

Unless the decision to transfer an employee is based on characteristics unique to that employee or unique to the needs of the department, the Employer will give existing and qualified employees the opportunity to volunteer for any transfer. In making decisions regarding such transfers, the Employer will give due consideration to the preferences of the volunteers along with the needs of the Court system, training and abilities of employees and the seniority of potentially affected employees. In the event there are either no volunteers or an inadequate number of volunteers, the Court will consider seniority in its inverse order, Court system needs, and the training and ability of potentially affected employees when it evaluates transfer candidates.

The Court shall provide to an employee, upon his/her written request, the reason for transfer decisions within two (2) weeks of the receipt of the written request.

**ARTICLE 27**

**PROMOTIONS**

**(Reserved Pending Discussion)**

ARTICLE 28

TRAINING AND EDUCATION

- Section 28.1 The Employer recognizes the benefit of appropriate continuing education of its employees and encourages participation in professional associations.
- Section 28.2 If an employee is authorized to attend professional meetings, seminars, and training sessions, he will be granted administrative leave.
- Section 28.3 If reimbursement of all or part of expenses for authorized attendance at professional meetings, seminars and training sessions is approved, such reimbursement shall be in accordance with Administrative Board Rule No. 2.
- Section 28.4 Employees may request either a paid or unpaid leave of absence for up to one year for purposes of taking job-related courses or courses which are part of a job-related degree at an accredited college or university. Such requests shall be submitted in writing to the employee's immediate supervisor for forwarding to the Department Head. An extension to any granted leave may also be requested for a similar period. Such leaves of absence may be granted either with or without reimbursement for tuition and/or course fees. Employees who are granted such leaves of absence will be paid their accumulated vacation time prior to the commencement of the leave.
- Section 28.5 Members of the bargaining unit shall be eligible to receive up to 20 paid hours per year of education leave. Educational courses must be job related considering the needs of the position and relevant to the duties performed. All such requests for leave are subject to final approval of management. Management decisions concerning educational leave shall not be grievable.

*Courtney*  
*Administrative Board*  
*Barbara C.*



**ARTICLE 29**

**PROCEDURE MANUALS AND POSITION DESCRIPTIONS**

- Section 29.1            The Union shall be given a copy of all departmental procedure manuals prepared by the Employer (other than manuals designed only for management) and amendments thereto. In the event that the content of any procedural manual is in conflict with the terms of this Agreement, the Agreement controls.
- Section 29.2            The Employer will furnish the Union with unit job descriptions, class or job specifications prepared by the Employer which presently exist or are developed by the Employer in the future.

## ARTICLE 30

### MATERNITY AND PARENTAL LEAVE

- Section 30.1 An employee who is disabled as the result of maternity or childbirth is entitled to any disability compensation for which she is eligible just as though the employee was disabled by injury or illness. The employee shall furnish the Employer with certification by her doctor of her delivery date. An employee will be required to submit certification from a doctor that the employee is disabled. Such certification shall also estimate the duration of such disability.
- Section 30.2 A mother or father of a newly born child or an adoptive parent may request unpaid child rearing leave. Such requests shall be submitted in writing to the employee's immediate supervisor for forwarding to the Head of the Department. Requests for such leave shall be granted for period of up to six weeks following the disability period described in Section 31.1.
- Section 30.3 An employee on maternity or child-rearing leave may request a return to work on a part-time basis. Such requests shall be made in writing to the employee's immediate supervisor for forwarding to the Head of the Department. Requests for additional leave may be granted at the discretion of the Employer.

**ARTICLE 31**

**WEATHER EMERGENCIES**

- Section 31.1 In the event of a weather emergency, the Employer will make every reasonable effort to transfer emergency information by providing for radio and television announcements prior to the commencement of work hours. Employees in such event who are not otherwise on previously authorized leave will receive paid excused leave for the day.
- Section 31.2 In the event the Employer declares a weather emergency during the work day, only those employees who have reported to work and work until the emergency release time will be given paid, excused leave for the balance of their work day.

## ARTICLE 32

### CHILD CARE

The parties will request that a Court and a Union representative participate in the Child Care Committee established in the 1988-1992 Contract between AFSCME District Council 47 and the City of Philadelphia. The parties thereafter will evaluate the report issued by the Child Care Committee. It is understood that Court funding for child care does not exist and that any funding for child care must come from other sources.

## ARTICLE 33

### INSURANCE CHECKOFF

Provided an insurance deduction procedure is established and implemented in the City of Philadelphia and District Council 47's Collective Bargaining Agreement, the Employer will permit the payment of homeowner/automobile insurance premiums by payroll deduction to a company or companies designated by the Union.

The Union shall release the City of Philadelphia and the Employer of all liability from any claims arising from this provision. The Union shall also indemnify the City of Philadelphia and the Employer against any and all claims from employees, insurance carriers and their agents or any other claimant with regard to participation in this insurance program.

**ARTICLE 34**

**TERMINATION**

This Agreement shall be effective July 1, 1992 and shall continue in full force and effect through June 30, 1996 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least 60 days prior to the expiration of the original, or any subsequent period, of a desire to change, modify or terminate this Agreement.

APPENDIX "A"

<u>TITLE</u>	<u>PAY RANGE</u>
Accountant	S - 22
Assistant Chief Psychological Services	S - 28
Court Liaison Supervisor, Trial Division	S - 23
Court Liaison Assistant Supervisor, Family Division	S - 24
Deputy Commissioner, Jury Selection	\$38,666
Hearing Officer III	S - 26
Intake Supervisor I	S - 26
Probation Officer III	S - 23
Probation Officer IV	S - 26
Social Worker III	S - 21

LOCAL 2186  
DISTRICT COUNCIL 47  
AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
AFL-CIO

Herman Walker 1/30/95  
HERMAN WALKER, President  
Court Chapter Supervisors

FIRST JUDICIAL DISTRICT  
OF PENNSYLVANIA

Geoff Gallas 1/30/95  
GEOFF GALLAS  
Executive Administrator

James Purvis 1/30/95  
JAMES PURVIS, President  
Local 2186

January 30, 1995  
DATE:





GEOFF GALLAS  
EXECUTIVE ADMINISTRATOR

First Judicial District of Pennsylvania  
OFFICE OF THE EXECUTIVE ADMINISTRATOR

364 CITY HALL  
PHILADELPHIA, PA. 19107  
(215) 686-2525

November 22, 1994

Herman Walker, President  
Court Chapter Supervisors  
Local 2186, District Council 47  
Room 235A, 1801 Vine Street  
Philadelphia, PA 19103

**RE: CONTRACT SIDE LETTERS**

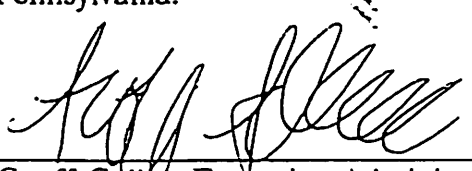
Dear Mr. Walker:

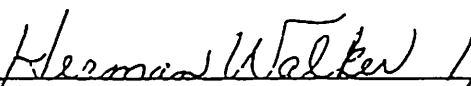
Pursuant to our discussions and follow up correspondence, this letter will constitute an agreement between the First Judicial District of Pennsylvania and Local 2186, District Council 47 to continue discussions on the subjects which I have listed below:

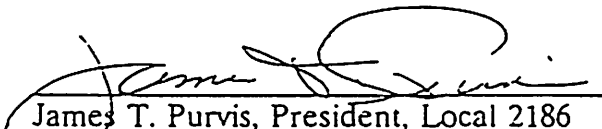
1. Article 19, Section 19.2 - There is a proposal submitted by Labor to increase the maximum number of sick days that can be converted from 10 to 20.
2. Article 22, Section 22.4 - A proposal has been submitted by Labor to allow vacation utilization in quarter day increments.
3. A new Article dealing with a detailed promotion policy has been submitted by Labor.
4. A new Article has been submitted by Labor concerning the position of Probation Officer IV Specialist, and;
5. A new Article has been proposed by Labor concerning the privacy of information as it relates to employees.

Mr. Walker  
Pg. 2  
November 22, 1994

It is agreed that both sides shall make a good faith effort to resolve these issues within 90 days of the signing of the contract. Furthermore, this letter shall be made part of the Collective Bargaining Agreement between Local 2186 and the First Judicial District of Pennsylvania.

 11/30/95  
\_\_\_\_\_  
Geoff Galas, Executive Administrator

 11/30/95  
\_\_\_\_\_  
Herman Walker, President  
Court Chapter Supervisors

 11/30/95  
\_\_\_\_\_  
James T. Purvis, President, Local 2186

GG/csm

**AFSCME—LOCAL 2186—SUPERVISORY EMPLOYEES**

DISTRICT COUNCIL 47

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES—AFL-CIO

1606 WALNUT STREET, PHILADELPHIA, PA 19103, (215) 546-9879



October 2, 1995

Dr. Geoff Gallas  
Executive Administrator  
First Judicial District of Pennsylvania  
Room 367 City Hall  
Philadelphia, PA 19107

Dear Dr. Gallas:

The First Judicial District of Pennsylvania and Local 2186, AFSCME District Council 47, hereby agree to incorporate the following attachments into the Collective Bargaining Agreement between Local 2186 and the First Judicial District of Pennsylvania. The attachments are:

--Additions to Article 15: These include new Section 15.4, Section 15.5 and Section 15.6, concerning out-of-class assignment procedures;

--Addition to Article 26: Language concerning lateral transfers;

--Article 27: This is a new Article concerning promotions;

--Addition to Article 6: This includes new Section 6.4 which addresses privacy of information.

Additionally, the First Judicial District of Pennsylvania agrees ~~to modify the appropriate Section and Article of the Court Regulations to reflect~~ that all Local 2186 represented employees are entitled to four (4) Annual Administrative Leave days, effective July 1, 1993, as per agreements with the City of Philadelphia.

*Handwritten signature and date:*  
10/6/95  
[Signature]

President  
JAMES T. PURVIS

Vice President  
EDWARD NOWAK

Secretary-Treasurer  
ROBERT FRIEDMAN

Recording Secretary  
IRENE WRIGHT

Business Agent  
ANTHONY J. NAZZARIO

DR. GEOFF GALLAS  
OCTOBER 1, 1995  
PAGE 2

This letter shall be made a part of the Collective Bargaining Agreement between Local 2186 and the First Judicial District of Pennsylvania.

LOCAL 2186  
DISTRICT COUNCIL 47

Herman Walker  
HERMAN WALKER, PRESIDENT  
COURT CHAPTER SUPERVISORS

October 6, 1995  
DATE

FIRST JUDICIAL DISTRICT  
OF PENNSYLVANIA

Geoff Gallas  
GEOFF GALLAS  
EXECUTIVE ADMINISTRATOR

10/6/95  
DATE

James T. Purvis  
JAMES T. PURVIS, PRESIDENT  
LOCAL 2186

Oct 4, 1995  
DATE

ADDITION TO ARTICLE 15

When it is anticipated that an out-of-class assignment will last beyond ten (10) days, the procedure for filling that out-of-class assignment shall be:

Section 15.4 If there is a "sitting" assistant supervisor, he/she should be given the assignment, unless the Court objects.

Section 15.5 If the Court has an objection to the assignment of the "sitting" assistant supervisor, the Court shall provide, upon written request, the reason for the denial of the out-of-class assignment to the Union or the assistant supervisor.

Section 15.6 When filling an out-of-class assignment with someone other than the "sitting" assistant supervisor, the Court shall appoint from any of the qualified applicants. When an active eligibility list is in effect, the qualified applicant shall be any eligible on that list with a passing score. In the absence of an active eligibility list, the qualified applicant shall be any Court employee who possesses the minimum qualifications for the out-of-class position.

*Eliminated*

ADDITION TO ARTICLE 26

Whenever a vacancy occurs in either a Probation Officer IV or Probation Officer III position, the Court will announce that vacancy and will make every effort to perform a lateral transfer from existing Probation Officer IVs or Probation Officer IIIs, before any permanent promotion is made. If a request for a lateral transfer is denied, the Courts will provide to either the Union or the individual, upon written request, the reason for the denial in writing.

COURT CONTRACT

1992-1996

## ARTICLE 27

1. Posting of positions in promotional situations shall include a listing of minimum qualifications that are required to apply, as well as the type of testing procedure (written, oral or some combination) to be utilized. Posting shall also include a reading list which includes all resource material used in the formulation of the examination. Postings shall be for a minimum of 15 working days.
2. A promotional examination announcement shall include the weight (in percentage) of the testing procedure used, i.e., oral, written or some combination of both. Oral examinations shall also list the areas to be covered by the examination.
3. A written or oral examination, or some combination of both, shall be given to determine a list of people eligible for promotion. Whenever possible, an examination containing both written and oral elements shall be given.
4. Whenever an application to take an examination has been rejected, written notice of the rejection, with the reason or reasons for the rejection, shall be provided to the applicant. The applicant has ten (10) working days from the postmarked mailing date of the rejection notice to file an appeal of the rejection, in writing, with the Personnel Officer. The Personnel Officer has thirty (30) days to review the appeal and inform the applicant of his/her decision.
5. Upon the completion of testing, a listing of all those who passed the exam shall be posted for ten (10) working days. This posting shall list the employee number of the candidates in order of their scores from highest to lowest, listing their individual scores. The minimum passing grade will also be posted. The Union will be provided with a copy of the listing when it is posted.
6. During the ten (10) day period when the examination results are posted, individual candidates may review their examination papers. Such request must be in writing and must be received by the Personnel Director before the ten (10) day posting period ends.

7. Upon written request from an affected eligible, the employer will put in writing the reasons why that individual was not selected for the promotion.
8. An employee who does not choose to apply for a posted position will not be placed in jeopardy regarding subsequent postings.
9. Permanent promotions may only be made from active eligibility lists.
10. Eligibility lists shall be active for a minimum of one year, and no longer than two years. The employer shall make every effort to insure that there are active eligibility lists for all positions at all times.
11. At no time will a promotional examination be given if there are less than two (2) union-represented employees who possess minimum qualifications for the examination whether or not they have applied for the examination.
12. This promotion policy shall apply immediately to all bargaining unit members in all branches (Family Court, Adult Court, Domestic Relations, etc.) of the First Judicial District. The effective date for this new promotion policy shall be upon the expiration of any current, active, individual promotion lists.
13. Provided Management adheres to all conditions outlined in the contract, in the qualifying and testing procedures, in the selection process, in the Court Regulations, and in other applicable provisions, the final selection of candidates for promotion is within Management's discretion and such decisions are not grievable.



ADDITION TO ARTICLE 6

Section 6.4

Except in cooperation with law enforcement agencies and in compliance with warrants, subpoenas, and applicable law, the employer will not divulge personnel information other than that which is generally considered to be public information to anyone outside of the Court system without the approval of the involved employee. Personnel information shall be divulged to Court personnel only on a strict need-to-know basis. Examples of information generally considered to be public information may include: appointment date, employment status, job title, and salary.

Courts Local 2186

All economic terms applied to the Civil Service employees represented by Local 2186 as part of the successor memorandum of understanding for the period 1992 through 1996 shall be applied to the employees of the First Judicial District represented by Local 2186.

Wage increases under this agreement shall be a general increase of 2% effective April 1, 1995 and a general increase of 3% effective April 1, 1996.

Additionally, the Courts Local shall be permitted to institute a fair share, agency fee program for employees represented by Local 2186 but not enrolled as members of the Union. After the execution of this document, the fair share program shall become effective at the start of the first pay period commencing at least thirty days after submission of appropriate indemnification documents by the Union to the City.

James Quinn 10/23/95  
For the Union (Date)

Michael Radcl 10/2/95  
For the City (Date)

Herman Walker 10/23/95  
For the Union (Date)

Joseph M Tolson 10/2/95  
For the City (Date)