

**Addendum to Memorandum of Understanding between the
Philadelphia Court of Common Pleas and AFSCME, District Council 47, Local 2186
Effective July 1, 2017 through June 30, 2020**

The Memorandum of Understanding (“2005 MOU”) entered into on January 27, 2005 by and between the Philadelphia Court of Common Pleas (“Judiciary,” “District,” or “FJD”), and AFSCME, District Council 47, Local 2186 (“Local 2186”), which was recognized as the exclusive representative of the FJD employees designated as professional first level supervisors as set forth in Appendix A of the 2005 MOU for the purpose of meeting and discussing with respect to wages, hours and terms of employment, which was amended by an Addendum to the Memorandum of Understanding executed on December 8, 2016 (“2016 Addendum”) is further amended for the period from July 1, 2017 through June 30, 2020 as provided in the within Addendum (“2019 Addendum”). A copy of the 2005 MOU and 2016 Addendum are attached as *Exhibit 1* to within Addendum.

WHEREAS, the parties desire to further modify the 2005 MOU for the period from July 1, 2017 through June 30, 2020 to control as provided herein.

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

- 1) The below provision in Article IV-Grievance shall be amended to read as follows:

Step 2:

In matters involving the arrest of a member of this Local, the grievance process will ~~be deferred until the criminal case has been disposed by the Court~~ **be handled as provided in the FJD’s Employee Conduct and Discipline Policy and the Appeal Process is as set forth in the FJD’s Complaint Resolution Policy.**

- 2) Article VII-Union Rights shall be amended, in part, to read as follows:

ARTICLE VII- UNION RIGHTS

* * *

Up to two employees shall, 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/her former position. This allotment of time is separate from the 3 hours per month to attend executive board meetings.

In addition, during contract negotiations between the FJD and Local 2186, employee members of Local 2186 who are members of the negotiating team

may request leave without pay from the FJD (“W/U”) to attend contract negotiation meetings. Provided that appropriate arrangements are made with the employees’ supervisor(s) to insure that the needs of the FJD are met, such unpaid leave will be granted. This privilege shall not be abused nor unduly withheld.

* * *

- 3) Article XIII – Master’s Degree – is amended to read as follows:

ARTICLE XIII - MASTERS DEGREE

When an employee earns a Master’s Degree **from an accredited institution**, the employee shall be moved to the next pay step **provided the Master’s Degree is job related**. If the employee is at the maximum pay step at the time the .Master’s Degree is earned, the employee will receive a one-time wage increase equivalent to their last step increase. **The District will determine whether the Degree is job related.**

- 4) As a result of a job audit conducted by the FJD, it was determined that all of the probation officers classified as “Probation Officer V-Union” (job description attached hereto as *Exhibit 2*) employed by the Adult Probation and Parole Department are eligible to remain in that status, and that with one exception, all probation officers classified as “Probation Officer V-Non Union” employed by the Family Division will be reclassified as “Probation Officer Managers,” a non-union position (job description attached hereto as *Exhibit 3*). The FJD has agreed to add the “Probation Officer V-Union” position to “*Attachment A*” of the MOU, which as further amended, is attached to the within Addendum as *Exhibit 4*.
- 5) The parties agree that effective in Calendar Year 2019, all of the District’s employees represented by Local 2186 will not report to work the day after Thanksgiving, as requested by the District, but shall utilize, at the employee’s discretion, the employee’s paid leave (Administrative Leave, Vacation Leave or earned Compensatory Leave) or unpaid leave which will be approved by the District for such use.
- 6) The District and Local 2186 agree that each Probation Officer who is required to carry firearms as part of their assignment to an Armed Probation Officer’s Unit shall receive a one-time Supplement for Fiscal Year 2019 in the total amount of \$3,000 as follows:
- (a) the sum of \$1,500 to each qualified armed probation officer who was employed by the District as of December 31, 2018;
 - (b) the sum of \$1,500 to each qualified armed probation officer who was employed by the District as of June 30, 2019;
 - (c) the one-time supplement will not be added to the Armed Probation Officers’ base salary or pay rates, and is not intended in any way to set a precedent, entitlement or requests of additional supplements;
 - (d) the list of armed probation officers who qualify for the one-time supplement is set forth in *Exhibit 4*; and
 - (e) the one-time supplement shall be paid as soon as practicable upon execution of the within Addendum.

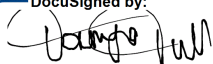
7) The parties agree to the following

- a) **Family Caregiver Leave.** On a calendar year basis, Local 2186 members may use up to ten sick days earned by the employee to care for a spouse, child or parent with a serious health condition, classified as “Sick Leave-Family” in accordance with the requirements of the FJD’s Sick Leave or FMLA Leave Policies.
- b) **Compensatory Time and Overtime Pay.** Local 2186 members eligible to earn compensatory time or overtime pay as provided in the FJD’s Compensatory Time and Overtime Pay Policy will receive compensatory time rather than overtime pay, unless the FJD offers monetary compensation in writing before the employee is requested to work overtime.
- c) **Catastrophic Leave.** Local 2186 members who wish to donate leave pursuant to the FJD’s Catastrophic Leave Policy may donate earned and accumulated Administrative Leave, Vacation Leave, Sick Leave and Compensatory Time in units of whole days as provided in the FJD’s Catastrophic Leave Policy.

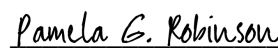
8) All other terms and provisions of the 2005 MOU, as modified by the 2016 MOU remain in full force and effect to the extent that they are not declared to be unlawful and unenforceable.

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

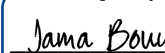
AFSCME, DISTRICT COUNCIL 47, LOCAL 2186

DocuSigned by:
 By: 
 Tammyra Tuttle, Executive Board, DC 47, Local 2186

Date: 9/25/2019

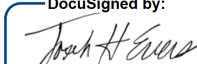
DocuSigned by:
 By: 
 Pamela Robinson, President, DC 47, Local 2186

Date: 9/25/2019

DocuSigned by:
 By: 
 Jama Bouy, Secretary-Treasurer, DC 47, Local 2186

Date: 9/25/2019

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

DocuSigned by:
 By: 
 Joseph H. Evers, District Court Administrator
 First Judicial District of Pennsylvania

Date: 10/7/2019

Exhibit 1

**Memorandum of Understanding By And Between
The Philadelphia Court Of Common Pleas and
AFSCME, District Council 47, Local 2186
Executed on January 27, 2005**

And

**Addendum to the Memorandum of Understanding
Executed on December 8, 2016**

**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: 10/29/16

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: 10/20/16

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

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

Date: 12-8-16

EXHIBIT "A" TO ADDENDUM TO MOU

AGREEMENT BETWEEN
THE PHILADELPHIA COURT OF COMMON PLEAS

AND

AFSCME, DISTRICT COUNCIL 47, LOCAL 2186

JULY 1, 2004 THROUGH JUNE 30, 2008

PREAMBLE

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

The parties hereto recognize that matters affecting the Judiciary's right to hire, discharge and supervise its employees are not subjects of collective bargaining and further, that the Judiciary retains to itself these exclusive rights. To the extent that the following Master Agreement defines certain specific matters which fall within those subjects, it is the purpose of the parties to codify certain specific personnel practices and, in so doing, promote harmonious relations and establish an equitable and peaceful procedure for the resolution of differences.

The terms and conditions of employment for the employees of the Philadelphia Court of Common Pleas, represented by AFSCME, District Council 47, Local 2186, AFL-CIO shall be controlled by the Personnel Policies and Procedures of the First Judicial District, as may be amended, except as follows:

ARTICLE I - RECOGNITION

Consistent with the limitations set forth in the Termination provision set forth below or until such time as the Managerial Representative for the Judiciary changes in accordance with the requirements established by the Pennsylvania Supreme Court or subsequent legislative action, AFSCME, District Council 47, Local 2186, AFL-CIO, is recognized as the exclusive representative for all employees in the Court of Common Pleas designated as professional supervisory employees, as set forth in Appendix A attached hereto.

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 Meet and Discuss Unit 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 this Understanding.

This Understanding pertains only to those employees falling within the classifications referred to in Appendix B.

ARTICLE II - UNION PAYROLL DEDUCTIONS

Upon receipt of a signed dues deduction authorization from an employee in a mutually agreed-upon form, the Judiciary and the City of Philadelphia, authorizes its funding source, the City of Philadelphia, pursuant to such authorization, to deduct from the wages due said employee from 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 this Understanding except that the authorization may be revoked by the employee if he submits to the FJD Deputy Court Administrator, Human Resources and the Union his written revocation by certified mail within 15 days prior to the termination of this Understanding.

Each employee and the Union hereby authorize the Judiciary and the City of Philadelphia 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 Judiciary and City of Philadelphia harmless against any claims made and against any suit instituted against the Judiciary and City of Philadelphia on account of any check-off of Union dues.

The Judiciary shall provide the Union, on an annual basis, a list of all employees in the Meet and Discuss Unit represented by the Union. This list shall contain the employee's name, social security number, address and job classification. The Union shall be advised of additions and deletions on a monthly basis.

In accordance with the provisions of 43 P.S. §1102 et. seq. and any amendments thereto, the Judiciary agrees to direct the City to deduct a Fair Share Fee bi-weekly from all employees in the Meet and Discuss Unit who are not members of the Union, pursuant to the procedures set forth in the Act. The Union warrants its full compliance with the provisions of the Act and agrees to indemnify, defend and hold harmless the Judiciary and the City of Philadelphia from any and all claims or demands made or instituted against the Judiciary and the City of Philadelphia on account of any Fair Share Fee check-off.

The Judiciary 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. The Union will

indemnify, defend and hold the Judiciary harmless against any claims made and against any suit instituted against the Judiciary on account of any P.E.O.P.L.E. check-off.

The Union agrees to distribute a copy of this Understanding to new employees covered by this Understanding.

ARTICLE III - DISCIPLINE AND DISCHARGE

It is understood that employees recognize and accept their responsibility to conduct themselves in a professional manner, comply with FJD work rules, and exhibit a high degree of personal integrity at all times. Employees are expected to respect the rights and feelings of co-workers, supervisors and managers, as well as the people the FJD serves. Employees should refrain from any behavior that might be harmful to themselves, their co-workers, and/or the FJD. Employees who do not conduct themselves in a professional manner, fail to meet FJD performance standards, and/or violate any of the FJD's work rules are subject to appropriate disciplinary action.

The Employer shall not demote, suspend, discharge or take disciplinary action against an employee except for violations of the collective bargaining agreement or the First Judicial District's Personnel Policies and Procedures. In the event that the provisions of the Agreement conflict with the provisions of the First Judicial District Personnel Policies, the collective bargaining agreement will govern.

Every employee will be in an orientation status for the first six months of initial continuous employment and/or promotion. During this period, Article IV, *Grievance Procedure*, shall not apply, under any circumstance to initial continuous employment, to promotions, or to the Judiciary's decision to return the employee to his prior status.

An employee shall have a right, upon request, to have a Union Representative present when s/he has reason to believe that a meeting with supervision may result in the employee being disciplined.

The parties to this Understanding will follow the concept of progressive discipline but recognize there to be exceptions such as 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. This notice shall be served concurrently upon notice to the employee. Progressive discipline shall be used in appropriate disciplinary

actions, in order to have discipline be a corrective action to the maximum possible extent. The parties acknowledge and agree that certain infractions shall not be subject to progressive discipline however, and that discipline for such infractions shall be effected at management's discretion.

Infractions shall generally be subject to the following schedule of progressive discipline:

First Violation	Verbal warning with written documentation.
Second Violation	Written warning/reprimand.
Third Violation	One to five day suspension.
Fourth Violation	Any penalty up to and including discharge.

Progressive discipline of a subsequent violation status may apply even where the subsequent infraction is not of the same character as the basis of the prior violation.

Denial or reduction of Longevity pay will not be used as a means of discipline, including in instances of an unsatisfactory performance appraisal.

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 of employment after the discipline is imposed. Such work history shall, however, remain a part of the employee's permanent work record.

ARTICLE IV - GRIEVANCE PROCEDURES

A grievance is limited to and consists of any dispute which may arise concerning the application, meaning, or interpretation of this Agreement and the FJD Personnel Policies and Procedures. With the exception of those policies listed herein, this procedure will be the sole means by which grievances shall be processed. Grievances shall be settled in the manner specified in this section, and this procedure shall be the exclusive method by which members of the bargaining unit bring grievances to the attention of the First Judicial District. Exceptions to this grievance procedure are:

- (a) Grievances, questions and disputes relating to the FJD's "Service Connected Injury or Illness" policy will be processed in accordance with the FJD's Personnel Policies and Procedures.
- (b) Grievances involving performance appraisals must be addressed in accordance with the FJD's "Performance Appraisal" policy.

- (o) Matters of unlawful discrimination and harassment must be addressed through the FJD's "Equal Employment Opportunity" and "Anti-Harassment" policies.

The policies identified above are the sole means by which said grievances may be pursued.

If an employee wants the disciplinary action to be stayed pending the completion of the grievance process, he or she can appeal to the appropriate Deputy Court Administrator for a stay. The Deputy Court Administrator can accept or deny the appeal, and their decision is final.

The "Grievance Form" shall be used to file all grievances with the FJD.

A grievant shall be permitted to have a Union Representative present at each step of the grievance process.

When the grievant, or the Union on behalf of the grievant, requests the presence of a reasonable number of witnesses at a hearing, such request shall be made reasonably in advance to the Deputy Court Administrator for Human Resources. Such witnesses shall be allowed to participate in such step(s) in the grievance procedure without loss of pay and benefits. This provision shall not be abused.

Nothing in this grievance procedure shall preclude either party from attempting to settle any grievance informally, at any level, to promote orderly and cooperative relationships. Such informal attempts to resolve grievances shall in no way affect or negate any of the restrictions pertaining to the timely processing of or responding to grievances contained herein. While processing any grievance, the formal procedure may be terminated at any time and at any level by mutual agreement of the parties.

Grievances will be processed and resolved through one of two procedural tracks.

Track 1. For matters other than termination, demotions, or suspensions of more than ten days.

Step 1:

Using the "Grievance Form," the grievant, or the Union on behalf of the grievant, shall file the grievance within ten (10) working days of disciplinary notice with the Chief Probation Officer or the Director of Operations and Case Processing Domestic Relations as appropriate for the grievant's work location. Concurrently, the grievant or the Union shall forward a copy of the grievance to the Deputy Court Administrator of Human Resources. The appropriate Department Head shall respond in writing to the grievant and the Union within fifteen (15) days of the appeal.

Step 2:

An appeal from the Step 1 decision may be filed by the Union on behalf of the grievant with the appropriate FJD Divisional Deputy Court Administrator within ten (10) working days of the Step 1 decision. Concurrently, a copy of the appeal shall be forwarded by the Union on behalf of the grievant to the Deputy Administrator of Human Resources. The Divisional Deputy Court Administrator or his/her designee shall hold a hearing and the Divisional Deputy Court Administrator will issue a decision within fifteen (15) working days after the close of the hearing.

This decision will be final.

Track II. *For termination, demotions, or suspensions of more than ten days.*

Step 1:

Using the "Grievance Form," the grievant or the Union on behalf of the grievant, shall file the grievance within ten (10) working days of receipt of the disciplinary notice with the appropriate Divisional Deputy Court Administrator and the Deputy Court Administrator of Human Resources. The Divisional Court Administrator will review the grievance with the Deputy Court Administrator of Human Resources. The Deputy Court Administrator for Human Resources shall provide a determination to the employee within ten (10) working days of receipt of the grievance.

Step 2:

An appeal of the Step 1 decision may be filed by the Union on behalf of the grievant, with the Deputy Court Administrator of Human Resources and the FJD Court Administrator within ten (10) working days of the Step 1 ruling. The Court Administrator or designee shall meet with the Union and the grievant to review the Step 1 decision. No new charges or claims may be introduced at this meeting. The Court Administrator, in consultation with the appointing Authority, will issue a decision to the Union within twenty (20) working days of the appeal of the Step 1 finding.

The ruling of the Court Administrator will be final.

In matters involving the arrest of a member of this Local, the grievance process will be deferred until the criminal case has been disposed by the Court.

All the time limits contained in this Article may be extended by mutual written agreement. If a grievant or the Union fails to comply with the time limits set forth herein the grievance will be considered settled. If a representative of the Judiciary 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.

A grievant and his 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.

ARTICLE V - PROMOTIONS

Tests for promotional opportunities shall be posted.

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.

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.

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 five (5) working days from the postmarked mailing date of the rejection notice to file an appeal of the rejection, in writing, with the Deputy Court Administrator for Human Resources. The Personnel Officer has ten (10) days to review the appeal and inform the applicant of his/her decision.

An employee who does not choose to apply for a posted position will not be placed in jeopardy regarding subsequent postings.

Permanent promotions may only be made from active eligibility lists.

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.

Promoted employees shall be subject to a 3-month orientation period in order to demonstrate an ability to perform the duties and responsibilities of the position. Should the employee's performance at any time during this orientation period be unsatisfactory, the employee shall be returned to their former position. In that event, notice and reasons for the rejection during the orientation period shall be submitted to the employee, with a copy to the Union. Actions taken by the Judiciary pursuant to this section shall not be grievable.

ARTICLE VI - LATERAL TRANSFERS

When a vacancy occurs in a position represented by Local 2186, the District shall post the position for five (5) business days and consider all resulting applications for a lateral transfer. Should the lateral transfer of a member occur as the result of the original posting, the position vacated by the transferring employee shall also be posted for five (5) days. There shall be no further posting for vacancies which are created by the original lateral transfer. Any such vacancies shall be filled at the discretion of management and be based on operational needs.

ARTICLE VII - UNION RIGHTS

The Judiciary recognizes the officers of District Council 47, Local 2186 and three stewards; one Domestic Relations Branch; one Juvenile Probation, and one Adult Probation, designated by the Union. It is agreed and understood that stewards, within the scope of their authority have the right to speak for the Union. The Judiciary will recognize one alternate for each of the above designated stewards. Alternates may act only if the steward is unavailable.

The Court Administrator, Deputy Court Administrators, and Department Heads, within the scope of their authority, are authorized to speak for the Judiciary and conduct business with the Union under this Understanding.

The Union shall supply the FJD Deputy Court Administrator of Human Resources, within 15 calendar days of their designation, with a list of officers and stewards with areas of jurisdiction which shall be limited to their work location. Management shall be notified in writing of any change of officers and stewards.

Stewards shall handle matters of employee concern in their jurisdictional area pertaining to their work location only.

Union stewards may, if in a duty status, use a reasonable amount of official time not to exceed four (4) hours per month unless otherwise approved by the Employer, 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 shall make requests for official time for such matters, in writing, to their immediate supervisors, giving the supervisors legitimate reasons for the use of time utilizing the form attached hereto as Appendix B. The Union agrees that any such request shall take into account the primary obligation and responsibility of the Judiciary and its employees to the operations of the Court. In instances where a superior denies the use of work time, the steward will contact a Union officer immediately, who will then contact the Deputy Court Administrator for Human Resources.

The Judiciary agrees that any elected or appointed official in the Union who participates in scheduled meetings with management (on matters other than an individual grievance) shall do so without loss of time or pay. Arrangements shall be made in advance, in consultation with the immediate superior for release to attend these meetings, after due consideration of the work schedule needs of the Judiciary. This privilege shall not be abused or unduly withheld.

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.

The point of contact by Union officers on labor management relations shall be the Deputy Court Administrator of Human Resources or his/her designee.

Upon prior written agreement, the Union shall have permission to hold meetings and conduct normal Union business in the Judiciary's facilities provided that such space is available and that the use of such space does not interfere with the normal work of the Judiciary. Off-hours of Bargaining Unit employees shall be utilized for such meetings. The Judiciary may make an exception to the off-hour provision in an unusual circumstance.

The Union will be responsible for housekeeping and security of such meeting space provided by the Judiciary for Union meetings.

Up to two employees shall, 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/her former position.

In the event of a furlough, super seniority shall be granted to stewards and the 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 Judiciary with an annual listing of employees entitled to super seniority.

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.

Following a furlough of any position in the bargaining unit, if the Judiciary determines that a furloughed position(s) is later required to be filled, such position(s) will be posted at the classification determined by the Judiciary. Those former employees who were furloughed from a bargaining unit position within the previous six months will be notified of the opening(s) by mail. If a furloughed employee applies for such openings, seniority may be considered as a factor in filling the position. For purposes of this Article, seniority is defined as the length of continuous service in a classification series from the most recent date of hire.

A representative of the Union shall have reasonable access to the Judiciary's premises to confer with the Judiciary, stewards of the Union, and/or employees solely for the purposes of administering this Understanding. Before the close of business on the work day prior to the visit, any representative of the Union who wishes to visit the Judiciary's premises shall notify the Deputy Court Administrator of the facility and indicate the person or persons to be seen and the general nature of the visit. Provided, however, that in exigent circumstances, exceptions to the twenty-four hour notice requirement may be made by the Deputy Court Administrator. Such visits shall not be permitted to interfere with the normal conduct of the Judiciary's business.

ARTICLE VIII - NO STRIKE/NO LOCKOUT

There shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Understanding. No employee of the Judiciary 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 Understanding.

The Judiciary will not engage in any lockout during the life of this Understanding.

ARTICLE IX - LAYOFF

During the terms of this Memorandum of Understanding, the FJD will attempt to avoid layoffs of Local 2186 members. Prior to eliminating any position through layoffs, the FJD shall notify the Union at the time layoff registers are developed and afford the Union an opportunity to meet and discuss over the proposed layoffs. Should layoffs occur, position seniority within the Department shall govern. Position seniority shall be determined by the date upon which an employee assumed the position s/he holds at the time layoffs are determined. Employees designated for layoff may bump into a position for which the employee is qualified. Bumping shall be governed by the employee's date of hire with the FJD.

ARTICLE X - COURT PERSONNEL POLICIES

All Court Personnel Policies, as currently written, amended or issued by the Judiciary at its sole discretion, shall apply to the employees covered by this Understanding. When the provisions of this Understanding are specifically different from the Court Personnel Policies as written effective on the date of signing of this Understanding, the provisions of this Understanding shall control. As to any Court Personnel Policies later amended or issued by the Judiciary at its sole discretion, the Judiciary shall provide the Union with a copy of same. The promulgation of any Court Personnel Policy shall not be the subject of grievances. The grievance procedures described in this Understanding shall not be invoked in connection with the application of any Court Personnel Policy not expressly superseded by a provision of this Understanding, as set forth in this Article; however, employees hereunder are permitted to have their union representative at any Court Personnel Policy-related hearing in cases where discipline might be imposed. When and if the FJD determines to amend the FJD Personnel Policies not covered by this Agreement, it shall first meet and discuss with the Union.

ARTICLE XI - CLASSIFICATION AND PAY AUDIT

Within 60 days of a job audit request submitted by an employee, the FJD will notify the employee whether a formal audit will be conducted. If an audit is conducted, it shall be conducted by the FJD Human Resources staff member designated by the FJD Deputy Administrator for Human Resources. An audit determination will be made and the employee notified within 180 days of the date the request was received. If the FJD 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 FJD's reasons for denial of a job audit; however, the Union may bring the refusal to the attention of the Deputy Administrator for Human Resources.

ARTICLE XII - WORKING IN A HIGHER CLASSIFICATION.

Whenever a Department Head temporarily assigns an employee to work in a higher classification for more than 10 consecutive workdays, excluding authorized absences with pay, the employee will be paid at the pay step in the higher range, which will provide for him/her an increase in an amount not less than one increment in the pay range to which the class of his/her 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 11th day of the assignment and thereafter until the employee returns to his/her normal classification. The assigned employee will receive his/her 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 Court Administrator. Whenever possible, authorization will be sought prior to an employee being assigned to work in a higher classification.

If, within the first 30 days after the vacancy occurs, a determination is made to fill the vacancy, the vacancy will be filled within 90 days after the determination is made. Out of Class assignments will not exceed 120 days.

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.

ARTICLE XIII - MASTERS DEGREE

When an employee earns a Masters Degree, the employee shall be moved to the next pay step. If the employee is at the maximum pay step at the time the Masters Degree is earned, the employee will receive a one time wage increase equivalent to their last step increase.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

As a courtesy, the Judiciary will notify the Union whether any newly-created professional classification is in the Meet and Discuss Unit. No grievance can be filed as to the decision to establish a classification and the exclusive remedy for challenging the Judiciary's position as to the inclusion or exclusion from the Meet and Discuss Unit is with the Pennsylvania Labor Relations Board.

The Judiciary will furnish the Union with Meet and Discuss Unit job descriptions which presently exist or are developed by the Judiciary in the future. The obligation to furnish any such job descriptions, however, is not intended in any fashion whatsoever to abridge any of the Judiciary rights set forth in Appendix-A of this Understanding or applicable case law defining the inherent rights of the Judiciary, which rights are fully retained.

ARTICLE XV - SEVERABILITY/SAVING CLAUSE

In the event it is finally adjudicated that any provisions of this Understanding 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. Upon written request of the Union to the FJD's Deputy Court Administrator of Human Resources, the parties shall meet and discuss the provision or provisions so invalidated within 30 days of any such invalidating decision or law. This provision does not apply upon a change in the managerial representative for the Judiciary, in which case this Understanding in its entirety terminates, pursuant to the termination provision below.


ARTICLE XVI - TERMINATION

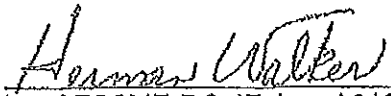
This Understanding shall be effective upon its execution, in writing, by both parties and shall continue in full force and effect through to June 30, 2008 and shall terminate automatically on that date or, at such time as court employees become employees of the Commonwealth of Pennsylvania, whichever 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.

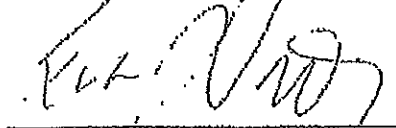
ARTICLE XVII - SIGNATURES



For AFSCME District Council 47 (date)


For First Judicial District (date)


For AFSCME DC 47, Local 2186 (date)


For AFSCME DC 47, Local 2186 (date)


For AFSCME DC 47, Local 2186 (date)


For AFSCME DC 47, Local 2186 (date)

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



AFSCME — DISTRICT COUNCIL 47

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES — AFL-CIO
1606 WALNUT STREET, PHILADELPHIA, PA 19103-5482 (215) 893-3700 FAX (215) 545-7052
WWW.DC47AFSCME.ORG

THOMAS PAINE CRONIN November 24, 2004
President

LINDA RHYM
Vice President

RICHARD MORAWSKI
Treasurer

RICARDO BOSTIC
Corresponding Secretary

YVONNE HARRIS
Recording Secretary

Joseph A. Cairone, Court Administrator
First Judicial District, City of Philadelphia
Room 336, City Hall
Philadelphia, PA 19107

Re: DC 47, Local 2186 Side Letter

Dear Mr. Cairone:

During negotiations for a successor Memorandum of Understanding, AFSCME, District Council 47, Local 2186 and the First Judicial District agreed to the following:

1. Short Term Disability. The FJD shall continue to explore with the City of Philadelphia the economic feasibility and possibility of instituting a short terms disability benefit for Local 2186 members.

2. Tuition Assistance. The FJD shall continue to explore the possibility of providing Local 2186 members in the Adult Probation and Domestic Relations Departments with tuition assistance similar to that provided in the Juvenile Probation Department.

3. Training Specialist II. Locals 810 and 2186 shall submit a written request to the FJD to transfer this position to Local 2186.

4. Workweek. The parties shall establish a Joint Committee to explore the possibility of instituting a four (4) day work week.

5. Local 2186 members hired on or before 12/1/00 may convert ten (10) sick days to five (5) vacation days if, after the conversion, at least eighty (80) days remain in the employee's sick leave bank. Local 2186 members with a hire date after 12/1/00 may convert ten (10) sick days to five (5) vacation days if, after the conversion, at least 150 days remain in the employee's sick leave bank.

6. The minimum salary for the Probation Officer III classification shall be a Pay Range S-23, Step 3. Should there be a restructuring of the July 2004 Pay Plan for Local 810 and Local 2186 which modifies the relative pay differential between the respective Pay Ranges of the Probation Officer II and Probation Officer III classification, this provision shall be re-negotiated.

Alvin Paul Conner
For AFSCME District Council 47

John C. Conner 1/27/05
For First Judicial District

Michael Walsh
For AFSCME DC 47, Local 2186

Harold Walker
For AFSCME DC 47, Local 2186

Tom Walsh
For AFSCME/DC 47, Local 2186

Joseph D. Hubert
For AFSCME DC 47, Local 2186

Exhibit 2

Probation Officer V (Union)

P527

CLASS SUMMARY STATEMENT

P28

This is probation work at the advanced supervisory level directing operations of a highly specialized function or assisting in administration of division operations.

DISTINGUISHING FEATURES

An employee in this class is responsible for a large district field or institutional probation function. Work includes assignment, supervision and evaluation of casework activities, staff recruitment, development and training, resource development and utilization, and general office management. Supervision is received from an administrative supervisor through conferences and review of office production, policy implementation and procedural adherence. The employee is expected to exercise considerable independence and discretion in directing the operation of the assigned office within established policies.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

- Assists in directing operation of a major specialized probation function such as a residential center, employment counseling, arrests and home monitoring or investigations designed to provide more intensive and selective services to specific problems for individuals on probation.
- Assists the Probation Officer VI in administering division functions.
- Reviews the work of subordinate personnel with probation supervisors regarding case load problems, more complex supervisory problems and desired techniques, and the need for in-service training.
- Provides advice and consultation to subordinate officers regarding content, completeness and conformity of their reports with established procedures.
- Makes telephone contacts with probationers.
- Develops procedures for implementing department rules and regulations in conjunction with goals and objectives of the specialized program being supervised.
- Communicates new or revised departmental rules, regulation or policies to subordinates.
- Maintains records and prepares necessary reports required by administrative superiors or other governmental agencies in support of specialized functions.
- Supervises orientation and in-service training of new staff and student interns.
- Recommends changes in programs and procedures.
- Participates in the investigation and casework activities of the district, as needed.
- Interprets probation field staff functions to the public through speeches and participation in local and community programs relating to probation.

MARGINAL FUNCTIONS

Aids probationers in filling out forms.
Schedules appointments with probationers
Performs related work as required.

ENVIRONMENTAL CONDITIONS

Standard courtroom conditions.

Direct contact with diverse court clientele in office setting, client's residence and/or prison.

Exposure to outside weather conditions and driving hazards.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

- Thorough knowledge of social and behavioral sciences, with emphasis on behavior deviations of persons involved in delinquent or criminal behavior; probation investigation principles, practices and techniques; and community, social, and economic resources and conditions, and their relationship to crime and delinquency.
- Thorough knowledge of specialized and/or advanced changes in probation or group counseling work; and current developments in the probation field.
- Considerable knowledge of supervisory methods, techniques and procedures in probation caseload work.
- Ability to train and direct a small staff of probation officers in effective work methods and the ability to develop improved casework techniques.
- Ability to establish and maintain effective working relationships with disturbed and/or maladjusted individuals, public agency and institutional personnel, and the general public.
- Ability to express ideas clearly and effectively, orally and in writing.
- Ability to exercise good judgment in evaluating situations and making decisions.
- Ability to prepare or supervise the preparation of reports and records.

MINIMUM TRAINING AND EXPERIENCE

A bachelor's degree from an accredited college or university with major course work in Social Work, Psychology, Corrections, or one of the related behavioral sciences. Nine years of probation experience with supervisory experience directing the operations of a major function within a probation department.

OR

A master's degree from an accredited college or university with major course work in Social Work, or in an acceptable behavioral science or related area and two years supervisory experience directing the operation of a major function within a probation department.

Equivalent combinations of training and experience which provide the characteristics required to perform the essential functions of the class may substitute for those listed.

CERTIFICATIONS, PROFESSIONAL DESIGNATIONS, LICENSING, & OTHER PREREQUISITES

None required.

The First Judicial District is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the First Judicial District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Exhibit 3

Probation Officer Manager (Family Court)

P525

CLASS SUMMARY STATEMENT

This is probation work at the advanced supervisory level directing operations of a highly specialized function or assisting in administration of division operations.

DISTINGUISHING FEATURES

An employee in this class is responsible for a large district field or institutional probation function. Work includes assignment, supervision and evaluation of casework activities, staff recruitment, development and training, resource development and utilization, and general office management. Supervision is received from an administrative supervisor through conferences and review of office production, policy implementation and procedural adherence. The employee is expected to exercise considerable independence and discretion in directing the operation of the assigned office within established policies.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

- Assists in directing operation of a major specialized probation function such as a residential center, employment counseling, arrests and home monitoring or investigations designed to provide more intensive and selective services to specific problems for individuals on probation.
- Assists the Probation Officer VI in administering division functions.
- Reviews the work of subordinate personnel with probation supervisors regarding case load problems, more complex supervisory problems and desired techniques, and the need for in-service training.
- Provides advice and consultation to subordinate officers regarding content, completeness and conformity of their reports with established procedures.
- Makes telephone contacts with probationers.
- Develops procedures for implementing department rules and regulations in conjunction with goals and objectives of the specialized program being supervised.
- Communicates new or revised departmental rules, regulation or policies to subordinates.
- Maintains records and prepares necessary reports required by administrative superiors or other governmental agencies in support of specialized functions.
- Supervises orientation and in-service training of new staff and student interns.
-
- Recommends changes in programs and procedures.
- Participates in the investigation and casework activities of the district, as needed.
- Interprets probation field staff functions to the public through speeches and participation in local and community programs relating to probation.

MARGINAL FUNCTIONS

Aids probationers in filling out forms.
Schedules appointments with probationers.
Performs related work as required.

ENVIRONMENTAL CONDITIONS

Standard courtroom conditions.
Direct contact with diverse court clientele in office setting, client's residence and/or prison.
Exposure to outside weather conditions and driving hazards.

KNOWLEDGE, SKILL AND ABILITIES REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

Thorough knowledge of social and behavioral sciences, with emphasis on behavior deviations of persons involved in delinquent or criminal behavior; probation investigation principles, practices and techniques; and community, social, and economic resources and conditions, and their relationship to crime and delinquency.
Thorough knowledge of specialized and/or advanced changes in probation or group counseling work; and current developments in the probation field.
Considerable knowledge of supervisory methods, techniques and procedures in probation caseload work.
Ability to train and direct a small staff of probation officers in effective work methods and the ability to develop improved casework techniques.
Ability to establish and maintain effective working relationships with disturbed and/or maladjusted individuals, public agency and institutional personnel, and the general public.
Ability to express ideas clearly and effectively, orally and in writing.
Ability to exercise good judgment in evaluating situations and making decisions.
Ability to prepare or supervise the preparation of reports and records.

MINIMUM TRAINING AND EXPERIENCE

A bachelor's degree from an accredited college or university with major course work in Social Work, Psychology, Corrections, or one of the related behavioral sciences. Nine years of probation experience with supervisory experience directing the operations of a major function within a probation department.
OR
A master's degree from an accredited college or university with major course work in Social Work, or in an acceptable behavioral science or related area and two years supervisory experience directing the operation of a major function within a probation department.

Equivalent combinations of training and experience which provide the characteristics required to perform the essential functions of the class may substitute for those listed.

CERTIFICATIONS, PROFESSIONAL DESIGNATIONS, LICENSING, & OTHER PREREQUISITES

None required.

The First Judicial District is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the First Judicial District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Exhibit 4

Revised Appendix A to the Memorandum of Understanding

Local 2186 Bargaining Unit Positions

The following professional class titles/positions are defined in the Bargaining Unit of Local 2186, District Council 47, as jobs included by agreement between the parties.

Employees who are confidential, as that term is defined in Act 195, are excluded.

The First Judicial District reserves the right to abolish any positions as it may deem necessary.

All other titles or positions are expressly excluded.

Accountant

Hearing Officer III

Intake Supervisor I

Intake Supervisor II

Probation Officer III

Probation Officer IV

Probation Officer V

Training Specialist II

Exhibit 5
Represented Armed Probation Officers Eligible for the
One-Time Supplement for the Entire Fiscal Year 2019

LOCAL 2186

Juvenile – 2 Officers

246399	Duarte, Ana	PO 4
235094	Gordon, Kevin	PO 4

Adult Probation and Parole Department – 2 Officers

240143	Barnes, Timothy	PO 5
237044	McKillip, Joseph	PO 5

TOTAL LOCAL 2186 PROBATION OFFICERS: 4