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FOR RATIFICATION

5/24/01

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF PHILADELPHIA

AND

AFSCME, AFL-CIO, DISTRICT COUNCIL 47, LOCAL 2186 - COURTS

JULY 1, 2000 THROUGH JUNE 30, 2004

Accepted

by

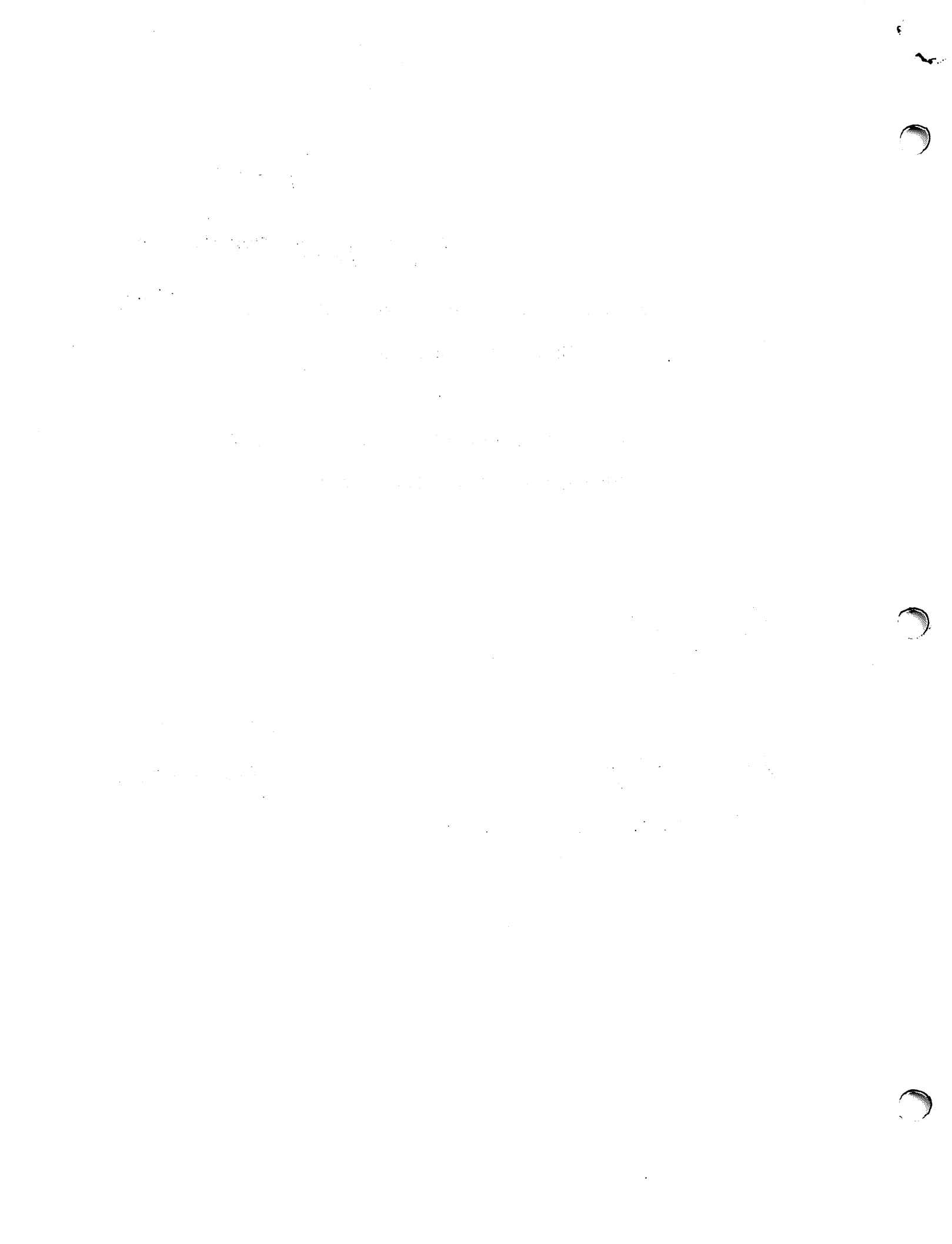
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PREAMBLE

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This Memorandum of Understanding entered into by the City of Philadelphia on behalf of the Court of Common Pleas of Philadelphia, hereinafter referred to as the Judiciary, 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 Memorandum of Understanding 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, Appendix-A attached hereto, 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 B 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, 2004 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.

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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 memorandum of understanding or the First Judicial District's Personnel Policies and Procedures. In the event that the provisions of the Memorandum of Understanding conflict with the provisions of the First Judicial District Personnel Policies, the memorandum of understanding will govern.

Every employee will be in an orientation status for the first six months of initial continuous employment and three months for 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 Memorandum of Understanding 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 meet and discuss unit bring grievances to the attention of the First Judicial District. Exceptions to this grievance procedure are:

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- (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.
- (c) 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 or designee. 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 five (5) working days of receipt of the disciplinary notice with the appropriate Divisional 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 and 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.

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ARTICLE VI - 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 C. 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 Meet and Discuss 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.

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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 meet and discuss unit.

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Following a furlough of any position in the meet and discuss 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 meet and discuss 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 VII - 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 VIII - 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 Memorandum of Understanding, it shall first meet and discuss with the Union.

ARTICLE IX - 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

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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 X - 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 XI - 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, 2004 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 XII - WAGES AND LONGEVITY

A. WAGES

1. All full-time employees in classes represented by Local 2186, District Council 47, who are on the active payroll as of the date of ratification of this Memorandum of Understanding shall receive a one thousand five hundred dollar (\$1,500) lump sum ratification bonus. The aforesaid lump

sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification.

2. A full-time employee who is on a leave of absence without pay as of September 1, 2000 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before January 1, 2001 and remains on the active payroll for at least sixty (60) consecutive calendar days.
3. Effective December 15, 2001, there shall be a three percent (3%) increase in each step of each pay range of the Local 2186, District Council 47 pay plan.
4. Effective December 15, 2002, there shall be a three percent (3%) increase in each step of each pay range of the Local 2186, District Council 47 pay plan.
5. Effective July 1, 2003, there shall be a three percent (3%) increase in each step of each pay range of the Local 2186, District Council 47 pay plan.

B. LONGEVITY

1. Longevity Schedule

The following longevity increments shall be applied to employees represented by Local 2186, District Council 47. Eligibility for such increments shall be consistent with the Personnel Policies and Procedures of the First Judicial District and shall be based upon satisfactory attendance and performance. The decision of the First Judicial District to grant or withhold longevity increments shall be final and binding, and shall not be subject to the grievance procedure.

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<u>Years of Service</u>		<u>Longevity</u>
After 5 years	\$	625
After 10 years		825
After 15 years		1025
After 20 years		1225
After 25 years		1425
After 30 years		1625
After 35 years		1825
After 40 years		2025
After 45 years		2225

ARTICLE XIII - HEALTH AND WELFARE BENEFITS

A. CITY CONTRIBUTION:

If the Union opts to provide health benefits through the current program, the current formula for determining the City monthly payment for full-time employees shall be eliminated and the City shall make contributions as follows:

1. For the twelve month period beginning July 1, 2000 - The actual monthly dollar contribution amount being paid as of June 30, 2000 shall be increased to Five Hundred and Six Dollars and Fifty-two Cents (\$506.52) per employee.
2. For the twelve month period beginning July 1, 2001 - The actual monthly dollar contribution amount being paid as of June 30, 2001 shall be increased to Five Hundred and Forty-one Dollars and Ninety-eight Cents (\$541.98) per employee.
3. For the twelve month period beginning July 1, 2002 - The actual monthly dollar contribution amount being paid as of June 30, 2002 shall be increased to Five Hundred and Seventy-nine Dollars and Ninety-two Cents (\$579.92) per employee.
4. For the twelve month period beginning July 1, 2003 - The actual monthly dollar contribution amount being paid as of June 30, 2003 shall be increased to Six Hundred and Twenty Dollars and Fifty-one Cents (\$620.51) per employee.

B. JOINT ADMINISTRATION

The Union's current health and welfare programs shall be restructured within sixty (60) days of October 6, 1992 to provide for the following:

1. The City may appoint up to twenty percent (20%) of the board of trustees for the Union's health and welfare funds ("Board of Trustees").
2. The Fund shall keep and maintain (or cause to be kept and maintained) all books and records relating to the Union's health and welfare programs, including any other health/medical arrangement under Union control which receives, directly or indirectly, any City financial contributions (hereinafter all referred to as "Fund"). City-

appointed trustees shall have full and complete access to all books and records relating to the Fund.

3. The Fund shall be subject to annual audit to be conducted by an independent CPA firm selected by the Board of Trustees of the Fund. The City may also, at its own expense, select an independent CPA firm to conduct an annual audit of the Fund.
4. All funds paid to District Council 47 by the City under this Memorandum of Understanding shall be held in trust by District Council 47 subject to normal fiduciary standards and shall be applied only for the purpose of providing health and welfare benefits to members of District Council 47 and administrative costs.

C. COORDINATION OF BENEFITS. The City and the Union shall administer the City Program and the Joint Program (or shall cause each plan to be administered) to provide for maximum coordination of benefits, with the City Program and the Joint Program to be the secondary coverage to the maximum extent possible. Steps taken to ensure maximum coordination of benefits shall include, but shall not be limited to full disclosure by employees of eligibility for health medical benefits through other plans. The coordination of benefits required pursuant to this paragraph shall not result in a reduction of the Monthly Payments to which the Union is entitled pursuant to paragraph 1 of this section.

D. COMMITTEE TO EXPLORE JOINT ADMINISTRATION. A joint committee of an equal number of representatives of the City and the Union shall be created to discuss the joint administration of a consolidated health plan. Within a year of the signing of this Memorandum of Understanding, the committee shall issue a report to the City and the Union of its findings and recommendations.

E. JOINT PURCHASING. The City and the Union shall cooperate in a program of pooled or joint purchasing of health benefits including dental, optical and prescription coverage. The parties will explore the development of a joint RFP, for any benefit upon which they mutually agree. If such process results in savings to the DC 47 Health Fund, then such savings shall be used by the Fund solely for the purchase of benefits.

F. RETIREEES

1. Employees Retiring On or Before June 30, 2000. The City shall continue the contributions provided for above in Paragraph A. Contribution Level, for each full-time employee, who is enrolled in the Union's benefit fund and who is terminating employment after

ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans during the four (4) years following retirement from City service. However, the ten (10) years of service need not be continuous, if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of his/her last previous separation; it is also provided that such re-employed or reinstated employee may not be entitled to more than one four (4) year period of paid health-welfare payments. Retirees shall be in one of the above described plans and subject to the provisions of paragraph C above.

2. Employees Retiring On or After July 1, 2000. For employees retiring on or after July 1, 2000, the City shall continue the contributions provided for above in Paragraph 1 for each full-time employee who is enrolled in the Union's benefit fund and who is terminating employment after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans during the five (5) years following retirement from City service. However, the ten (10) years of service need not be continuous, if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of his/her last previous separation; it is also provided that such re-employed or reinstated employee may not be entitled to more than one five (5) year period of paid health-welfare payments.

- G. SURVIVORS If an former employee who is retired dies while receiving the City contribution for post-retirement health insurance, the City shall continue to make the post-retirement health insurance contribution for the remaining balance of the post-retirement eligibility period. This contribution shall only be made to continue to provide health insurance coverage to the surviving eligible spouse and/or eligible dependents of the deceased retiree, provided that such survivors were receiving health coverage through the City contribution prior to the employee's death. Further, such surviving spouse and/or dependents must continue to meet eligibility requirements that existed prior to the employee's death. For employees who retired between July 1, 1996 and June 30, 2000, the post-retirement eligibility period shall be four years. For employees who retire on or after July 1, 2000, the post-retirement eligibility period shall be five years.

ARTICLE XIV - LIFE INSURANCE

- A. BASIC COVERAGE - The City shall provide, at no cost to the employee, \$20,000 life insurance for all employees within the meet and discuss unit who are otherwise entitled to such coverage.
- B. OPTIONAL COVERAGE - Furthermore full-time employees in classes represented by Local 2186, District Council 47 shall have available at their option additional group term life insurance based on salary level with 30% of the premium cost paid by the employee and 70% of the premium cost paid by the City through the Director of Finance. The maximum amount of optional insurance available is equal to the employee's annual salary rounded up to the next five hundred dollar (\$500) increment less twenty thousand dollars (\$20,000).
1. An employee whose annual rate changes from one salary level category to another will be subject to limits of the new salary level category on the following July 1.
 2. If an employee chooses not to pick up the optional amount during one year of eligibility, he/she may pick up the option in later years to the total face value available, but he/she must pass a physical as established by the carrier company.
- C. RETIREEES COVERAGE - Full-time employees in classes of positions represented by Local 2186 of District Council 47 who retire from the City service to one of the City's pension plans shall be offered at no cost to them, group term life insurance coverage in the amount of \$6,000 with double indemnity for accidental death or dismemberment, provided, however, that such retiring employees must at date of retirement have no less than ten (10) years of continuous City service, provided further, however, that the ten (10) years need not be continuous if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of the last previous separation.
- D. FULL TIME ELECTED REPRESENTATIVES OF THE UNION - Full-time elected representative of the Union on leaves of absence may be covered by the \$20,000 group term life insurance, with the premiums payable by the full-time representatives.
- E. CHILD CARE ACCOUNT - The City will add, effective January 1, 1997, a pre-Federal income tax Dependent Care Reimbursement Account for meet and discuss unit members in accordance with Section 125 of the Internal Revenue Code and applicable federal regulations. Participation in

the Dependent Care Reimbursement Account will be governed by Sections 129 and 125 of the Internal Revenue Code and the applicable regulations thereunder, and by the administrative rules currently in place for the City Administered Plan. Generally, participants may make, prior to each plan year, an irrevocable election to place money in this account through payroll deduction to pay for eligible dependent care expenses. Any money not used to pay for eligible dependent care expenses incurred during the plan year will be forfeited. Employees who experience a change in family status within the meaning of the applicable Federal regulations applying to this pre-tax account may in certain circumstances enroll after the start of a plan year, or stop further deductions during the year.

ARTICLE XV - PREPAID GROUP LEGAL SERVICES

1. Beginning July 1, 1994, the City will contribute \$12.00 per employee per month to the Unions legal plan. It is understood that said Fund shall:
 1. Provide quality legal services to all employees of the meet and discuss unit and their dependents in a manner which is designed to insure a high degree of legal competence and services.
 2. Operate in an economically sound manner.
 3. Not be used for the institution of legal proceedings against the City of Philadelphia, or its duly authorized affiliated organizations or any of their officers, employees, agents, or representatives thereof.
 4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or any of its affiliated subordinate Local Unions or any of its officers, employees, agents or representatives thereof.
 5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.

ARTICLE XVI - PENSIONS

Employees in the meet and discuss unit shall be entitled to pension benefits as set forth in the Municipal Employees Retirement Ordinance.

ARTICLE XVII - SIGNATURES

Joseph M. Tolan 5/14/01
FOR THE CITY (DATE)

Thomas P. Cronin 5-14-01
FOR THE UNION (DATE)

Keith M. [Signature] 5/14/01
FOR THE CITY (DATE)

James [Signature] 5/14/01
FOR THE UNION (DATE)

James [Signature] 5-14-01
FOR THE CITY (DATE)

Herbert Walker 5/14/01
FOR THE UNION (DATE)

Vernon Taylor 5/16/01
FOR THE UNION (DATE)

APPENDIX "A"

SEE FJD PERSONNEL POLICIES ATTACHED



APPENDIX B

Local 2186

Meet and Discuss Unit Positions

The following professional class titles/positions are defined in the Meet and Discuss 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 Judiciary reserves the right to abolish any positions as it may deem necessary. All other titles or positions are expressly excluded.

Class Title	Pay Range	Job Code
Accountant	S - 26	A 011
Hearing Officer III	S - 26	H 083
Intake Supervisor I	S - 28	I 448
Probation Officer III	S - 23	P 523
Probation Officer IV	S - 26	P 524
Social Worker III	S - 21	S 403

LOCAL 2186 LEAVE REQUEST FOR UNION ACTIVITY

_____ Union Steward
(REQUESTOR'S NAME) Union Employee

requests _____ hours of uncharged leave on
____/____/____ to participate in the following union activity:
(DATE)

(IF GRIEVANCE HEARING, NAME GRIEVANT & WORK LOCATION)

SIGNATURE

APPROVED:	
_____ SUPERVISOR	____/____/____ DATE



