

MEMORANDUM OF AGREEMENT BETWEEN
THE PHILADELPHIA PARKING AUTHORITY AND AFSCME DC 47, Local 2186
~~On-Street~~ Parking First Line Supervisors
August 20, 2018

1. Except as set forth in this Agreement, all provisions of the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2186, AFSCME with a termination date of August 31, 2017, shall remain in effect.
2. The provisions below shall amend the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2186, AFSCME, and will be incorporated in the new Agreement with a termination date of August 31, 2021.

a. IV. Term of the Agreement

This Agreement shall become effective on September 1, 2017 and shall continue in full force and effect until midnight August 31, 2021.

b. VI. Dues Checkoff

Remove D related to the deduction of fair share fees and replace with "The Union may request a reopener to address issues related to non-members."

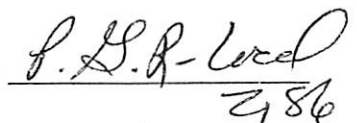
c. VIII. Wages and Longevity:

- Effective September 1, 2017 there shall be a 3% COLA
- Effective September 1, 2018 there shall be a 3% COLA
- Effective September 1, 2019 there shall be a 3% COLA
- Effective September 1, 2020 there shall be a 3% COLA
- Within thirty days of the ratification of this Agreement a lump sum payment of \$800.00 shall be paid to all employees covered by the Agreement. Such lump sum payment shall not be included in the employee's base pay. An employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status of the date of the payment will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.
- The base pay of tow supervisors will be increased by \$832 and the lump sum semi-annual payments of \$416 each shall be eliminated. The work on which the premium was based will be included in the job description of this job classification.
- The base pay of booting supervisors, dispatch supervisors, TLD supervisors, meter mechanic supervisors, pole crew supervisors, coin collector supervisors, and lot officer supervisors shall be increased by \$520, and the semi-annual technology fee of \$260 shall be eliminated. The work on which the premium was based will be included in the job description of these job classifications

For the PPA:



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2186

d. **IX. Overtime:** The following sections shall be changed to read:

Change G: "When an employee has accepted the opportunity to work an overtime assignment, they are required to report to work. *Employees may decline an overtime assignment previously accepted up to 24 hours prior to the start of the scheduled overtime assignment start time.* Failure to report to an accepted overtime assignment or *failure to complete an accepted overtime assignment*, except in instances of a documented illness or emergency, up to four times in a calendar year, will be subject to progressive discipline in accordance with the time and attendance policies."

Change H. Compensation for a single overtime assignment may not be split between overtime pay and compensatory time. The employee may elect either overtime pay or compensatory time for each overtime assignment, however compensatory time will be limited in a calendar year as follows:

- From the date of hire to one year of service employees may not earn compensatory time,
- From one year of service up to two years of service employees may earn up to forty (40) hours of compensatory time,
- From two years of service up to three years of service employees may earn up to sixty (60) hours of compensatory time,
- Employees with more than three years of service may earn up to eighty (80) hours of compensatory time.

e. **X. Sick Leave:**

B. 4. While on sick leave an employee may be called or visited by a sick leave investigator unless the employee has 150 or more days of accumulated sick leave. An employee will not fail a sick check if he or she responds by telephone to the sick line within fifteen (15) minutes of the time of the call or visit of the sick leave investigator. Except for employees on the Excessive Use of Sick Leave List, an employee may only be sick checked one time each day of sick leave absence, during the employee's regular shift.

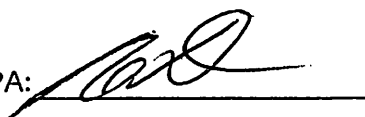
B.6. Medical certification must be submitted no more than two (2) days after the employee's return to work.

B.6.a. add: "Medical certification for sick leave must reflect a doctor's visit during the period of illness, unless such illness occurred on a Saturday, Sunday or holiday in which case the doctor's visit must be on the next business day."

"D. When necessary, an employee may, up to nine (9) times per calendar year, take two (2) hours leave for a doctor's visit, provided that:

1. The employee gives notice of the appointment two (2) business days prior to the date of the scheduled medical appointment; and
2. The employee works at least four (4) hours on the day of the appointment; and

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B.A.R. Local
2186

3. The employee furnishes his or her supervisor with a medical certificate verifying the said visit. Any employee who fails to provide a medical certificate upon return from a medical visit within forty-eight (48) hours will be carried AWOL and be subject to progressive disciplinary action.
4. In the event a doctor's visit extends to three hours, the employee may use one hour vacation leave in conjunction with the doctor's visit."

Replace E. with: "Effective upon ratification of this agreement, an employee who has more than two hundred (200) accrued sick leave days may, a) keep his or her sick leave balance which can then be used for extended health care benefits at retirement (the employee will not earn any additional sick leave hours); or b) be paid for the balance above two hundred (200) days at 30% of the excess balance at his or her current rate of pay and begin accruing sick leave at the appropriate rate based on his or her hire date. Employees accruing sick leave may not carry over more than two hundred (200) sick leave days at the end of 2018 or any subsequent calendar year. An employees whose sick leave accrual is frozen because his or her balance is above the two hundred (200) day cap, and is eligible to sell back sick leave based on good attendance in paragraph D above, will be permitted to earn up to his or her permitted sell back amount, to be used only for the purpose of the sell-back."

Add a new section: "Employees will be permitted to use up to forty (40) hours of accumulated sick leave for the care of dependents in their household who are sick or disabled. Use of sick days shall be in accordance with the sick leave policy. Employees may be required to provide proof of the relationship of such dependent relatives in the household."

- f. **XIII. Vacation Leave:** Replace D. with: "Effective upon ratification of this agreement, an employee who had more than seventy accumulated vacation days shall be paid for the vacation leave above seventy days at his or her current rate of pay. The employee will continue accruing vacation at his or her prescribed rate based on years of service, however, no employee may carry over more than seventy (70) days at the end of 2018 or any subsequent calendar year.

g. **XVI. Performance Evaluation**

Amend D: "Should a performance rating not be submitted to the employee, the employee's work performance will automatically be deemed satisfactory for pay purposes. ~~No unsatisfactory employee performance evaluation report shall remain in effect for more than three months.~~ Unsatisfactory ratings in four (4) or more individual factors will result in an Overall Unsatisfactory rating. An employee receiving an overall unsatisfactory performance evaluation will be reevaluated in ninety (90) days. Additional unsatisfactory performance evaluations will result in progressive discipline up to and including termination.

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P.L.R. - 2186
Local

h. XIX. Health and Welfare and Disability:

Replace A with: "The Authority shall contribute to the Union's Health and Welfare Fund at the rate of \$1,460.84 per employee per month through December 31, 2018. Prior to December 31, 2018 the Authority and the Union will evaluate the benefits and cost for Health and Welfare Benefits for bargaining unit employees and will determine if the Authority will move to a self-insured for fully insured model. If the fully funded option is chosen, the Authority and the Union will negotiate the per member per month rate for health benefits."

Add a new section: "All employees covered by this Agreement are eligible to participate in the benefits waiver program under the terms included in the Employee Manual."

Replace G with: At the conclusion of employer paid retirement health benefits, employees may purchase extended health care coverage by converting 2.5 sick leave days for each additional month of health care benefits. Effective January 1, 2019, employees retiring on or before December 31, 2020, may convert up to 75% of his or her sick leave balance into additional health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Effective January 1, 2021, employees retiring on or before December 31, 2023 may convert up to 60% of his or her sick leave into retirement health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Effective January 1, 2024, employees retiring on or before December 31, 2025 may convert up to 50% of his or her sick leave into retirement health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Employees retiring on or after January 1, 2026 may convert up to 30% of his or her sick leave into additional health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance."

Add a new section:

If employee passes away while receiving the PPA contribution for post-retirement health insurance, the PPA shall continue to make the post-retirement health insurance contribution for the remaining balance of the post retirement eligibility period. This contribution shall be made to continue to provide health insurance coverage to the surviving eligible spouse or life partner and eligible dependents of the deceased employee, provided that such survivors were receiving health coverage prior to the employee death and continue to meet eligibility requirements that existed prior to the employee's death.

Add a new section:

The PPA and the Union agree to initiate a program to permit new bargaining unit members to attend a one-time Health Care Orientation Session offered by the Union. Employees will be permitted three hours of excused time to attend a Union

For the PPA:

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P. S. R. Lord
2186

Health Care Orientation Session. The Health Care Orientation Sessions will be held on the second and fourth Tuesday of each month from 9 AM until Noon, at the Union Hall, 1606 Walnut Street. The Union will provide the PPA with the dates and times of all Orientation Sessions scheduled for the year prior to the initiation of the program.

i. **XX. Pension and Social Security:**

Add a new section:

a) Tiered employee contribution rates

- i. The City will create a tiered contribution structure based on pay ranges. The tiered structure will be progressive so that the more an employee earns, the higher the contribution rate will be. Contribution rates will be based on annual salary (excluding overtime), and actual contributions will continue to be based on a member's total pensionable earnings (including overtime for DC 47, which is not a change from the current practice).
- ii. The first contribution tier will be the current contribution rate and not require any change. The contribution rate changes will be as follows:

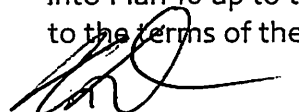
Annual Salary (excluding OT)	Additional Pension Contribution
\$45,000 or less	0% - No Change
\$45,001 - \$55,000	+ 0.5%
\$55,001 - \$75,000	+ 1.5%
\$75,001 - \$100,000	+ 2%
\$100,001 +	+2.75%

- iii. The tiered contribution rate will go into effect January


b) New Hires: Stacked Hybrid

- (a) Employees hired after the date of the contract ratification would be required to enter a stacked hybrid plan.
 - (b) The stacked hybrid will have a defined benefit portion with benefits equivalent to the existing Plan Y (Plan 87) up to a pay limit (receive defined benefits up to earnings capped at \$65,000)
 - (c) Employees can also voluntarily participate in the defined contribution portion. For each plan year, the Authority shall make a contribution to the member's account equal to fifty percent (50%) of the member's contribution. In no event shall the Authority's annual contribution exceed one-and-one half percent (1.5%) of the member's annual compensation.
 - (d) Plan 10 will be closed for new enrolment.
- c) DC 47 represented employees who currently participate in Plan 10 will have the option to make a one-time irrevocable election within 90 days of the effective date of the ordinance implementing paragraph b) of this portion of the agreement to enter the stacked hybrid plan. Employees who elect this option will be required to pay the cost of purchasing their service from their date of entry into Plan 10 up to the date they enter the stacked hybrid plan and will be subject to the terms of the stacked hybrid plan.

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2186

j. XXIX. Education and Training:

Replace A with:

Tuition Reimbursement

Upon expiration of probationary status, full time employees are eligible to apply in advance for reimbursement of tuition, provided that the courses are taken at an accredited institution and are relevant to the employee's professional development with the Authority.

1. Applications for tuition reimbursement are available from the Human Resources Department. Completed applications should be submitted to the Human Resources Department for review and approval by the manager of compensation, the director of Human Resources, the employee's manager or director, the director of finance and the executive director.
2. Tuition reimbursement is limited to the amount excluded from income tax as reported by the Internal Revenue Service (currently \$5,250) per calendar year, with a lifetime limit of \$35,000.00
3. Within the limits set forth above, if an employee receives a grade of A he or she will be reimbursed the full tuition amount available for that course. If an employee receives a B or C, the reimbursement will be 90% of the tuition amount available for that course. No reimbursement will be made if an employee receives a grade of D or F, fails or withdraws from the course. Courses which grade on a schedule other than A, B, C, etc. (e.g., Pass/fail or Complete/Incomplete) must be specifically described as such in the request for reimbursement.
4. Tuition reimbursement will only be paid after an employee provides documentation, to the satisfaction of the Authority, that he or she paid the tuition and the grade received.
5. Tuition reimbursement is available only for tuition at an accredited institution. Tuition reimbursement may not be used for travel, meals, books or other expenses.
6. Tuition reimbursement will be taxed as required by law.
7. Effective upon ratification of this Agreement, if an employee separate from Authority service within two years of receipt of tuition reimbursement, the Authority will be repaid on the following scale:
 - Within six months, must repay 100%
 - Between six months and one year, must repay 75%
 - Between one year and eighteen month, must repay 50%
 - Between eighteen months and two years, must repay 25%

k. XXXI. Drug and Alcohol Policy

The revised Drug and Alcohol Policy attached to this Agreement shall be adopted.

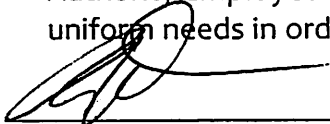
l. XXXV. Training and Tuition Reimbursement

Eliminate this section since section XXIX Education contains the same language.

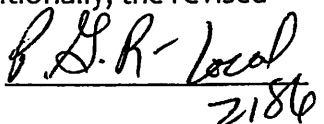
m. XXXVI. Uniforms

The Authority will provide the same uniform compliment as currently in place for the 2018 summer issue. Prior to the 2018 winter uniform issue, the Authority will present to the Union a new uniform proposal to clearly identify uniform items for each job classification and a streamlined process for the ordering and delivery of uniform items. The goal is to insure a consistent uniform appearance for all Authority employees recognizing that certain job classifications have different uniform needs in order to properly perform their duties. Additionally, the revised

For the PPA:



For the Union:


2186

proposal will facilitate flexibility for the employees and ensure timely delivery of uniform items.

Replace A. 9. with: "A semi-annual cash shoe allowance of \$150 payable by February 15 and August 15 each year. The Authority shall specify the type of shoe acceptable as part of the employee's uniform."

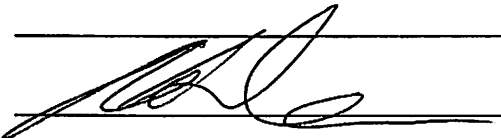
- n. Add a new section Reporting System: "The Authority shall notify the Union, in writing, as soon as possible but in no event later than five days after the start date of the new appointments, transfers, or promotions of employees to the bargaining unit as previously defined so that a Union representative can attend the employee's health care orientation.

Each quarter, the Authority shall provide to the Union the names, work location, date of hire, date of entrance into the present job classification, job classification home address, home phone number, and department of all employees in the bargaining unit"

o. Contract Integration

The Authority will prepare a consolidated Agreement incorporating the amendments in this Memorandum of Agreement into the previous Agreement. As part of that process the Authority will included changes in formatting, numbering and grammar, which do will not change the substance of the terms of the Agreement, to submit to the Union for review and approval.

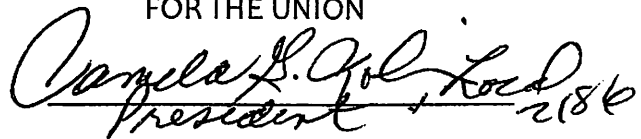
FOR THE AUTHORITY:



Date:

8/20/2018

FOR THE UNION


President Local 2186

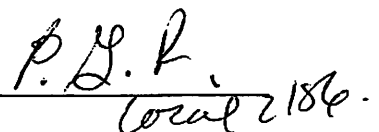
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For the PPA:



For the Union:


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