

**CONSOLIDATED MEMORANDUM
OF AGREEMENT**

Between

THE CITY OF PHILADELPHIA

and

LOCAL 2186

DISTRICT COUNCIL 47



AFSCME, AFL-CIO

JULY 1, 1992

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1. PREAMBLE

This Agreement entered into by the City of Philadelphia, hereinafter referred to as the Employer, and AFSCME District Council 47, Local 2186, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; arising out of the Employer-Employee relationship; and setting forth wages, hours and other terms and conditions of employment.

2. RECOGNITION OF UNION

A. This Agreement entered into by the City of Philadelphia, hereinafter referred to as the Employer, and AFSCME District Council 47, Local 2186, American Federation of State, County and Municipal Employees, AFL-CIO; hereinafter referred to as the Union.

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of meeting and discussing with respect to wages, benefits, hours of employment, other terms and conditions of employment for the term of this Agreement for all employees of the Employer included in the meet and discuss unit.

This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act 195 of 1970 and Order of Certification of the State Labor Relations Board in Case #PERA-R-1063-E.

B. SUCCESSOR CLAUSE

1. The City agrees that, to the extent any operation, service, or function presently performed by members of the meet and discuss unit is transferred, shifted or assigned to any public or quasi-public agency, board, commission or authority, the employees engaged in performing work of employees represented by this unit, by or through such entity will be represented by this meet and discuss unit.

2. The foregoing language in Paragraph 1 of this article, Successor Clause, shall not apply in any manner to:

a. Special Services Districts, including, but not limited to the Special Services District known as the Center City District;

b. Regional agencies, boards, commissions and authorities and any other similar entities in which any other government or other public body is a participant; and

c. Combined public/private entities of any kind for which the City does not appoint a majority of the entity's board of directors or board of trustees.

3. With respect to the entities encompassed by Paragraph 1, the following shall apply:

a. Before submitting to City Council any proposed ordinances creating any entity described in Paragraph 1, to which the City proposes to transfer, shift, or assign any operation, service, or function currently performed by members of this meet and discuss unit, the City will notify the Union not less than thirty (30) days in advance.

b. The City shall require, in any ordinance, bill, plan or other proposal submitted to City Council or any other legislative body pursuant to the establishment of an entity within the scope of Paragraph 1, that employees engaged in performing work represented by the meet and discuss unit by or through the successor public or quasi-public agency, board, commission or authority, shall be represented for meet and discuss purposes by AFSCME District Council 47.

4. With respect to the entities encompassed by Paragraph 2, the following shall apply:

a. Before submitting to City Council any proposed ordinances creating any entity described in paragraph 2, to which the City proposes to transfer, shift or assign any operation, service, or function currently performed by members of the meet and discuss unit, the City will notify the Union not less than thirty (30) days in advance in order to meet and discuss the transfer, shift, or assignment of work performed by represented employees.

b. In addition, the City agrees that it will not oppose the Union's attempt to organize the newly created entity.

5. This Article replaces the Successor Clause in the Parties' expired Agreement.

6. The foregoing is agreed to without precedent or prejudice to the parties' respective positions in any pending grievance. arising from the prior meet and discuss agreement.

3. MAINTENANCE OF MEMBERSHIP, DUES CHECK OFF AND VOLUNTARY CONTRIBUTIONS

A. MAINTENANCE OF MEMBERSHIP - Upon receipt of an authorization from an employee in a mutually agreed upon form, the City shall pursuant to such authorization deduct from the wages due said employee from each pay period the sum specified in said authorization and remit the same to AFSCME, District Council 47. This authorization shall be irrevocable for the duration of the Meet and Discuss Agreement except that the authorization may be revoked by the employee if he/she submits to the Personnel Director his written revocation within 15 days prior to the expiration of this Agreement. The termination notice must be given both to the Employer and to the Union.

B. UNION DUES - Each Employee and the Union hereby authorize the City to rely upon and honor certifications by the Treasurer of Local 2186, District Council 47 regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Union dues.

C. P.E.O.P.L.E. - The City agrees to allow voluntary contribution to the Union's P.E.O.P.L.E. committee to be instituted through the dues check off system.

D. BREAD AND ROSES - The City agrees to allow voluntary contribution to the Bread and Roses Fund to be instituted through the dues check off system.

E. UNITED NEGRO COLLEGE FUND - The City agrees to allow voluntary contribution to the United Negro College Fund to be instituted through the dues check off system.

4. UNION ACTIVITY AND REPRESENTATION

A. STEWARDS AND/OR DEPARTMENTAL REPRESENTATIVE - Both parties agree that in each representative district or work location the employees on each shift shall be represented by one steward who shall be a regular employee working in that district or work location and on that shift. In the absence of the steward, an alternate steward shall represent the employees. In the absence of the steward and his/her alternate, the Union will notify the City of a designated representative and shall promptly confirm such designation in writing.

The number of stewards, districts and work locations shall be that number agreed upon between the Union and the City after consultation with each Department.

The steward or, in his/her absence an alternate steward, may investigate and present grievances to the employer during his/her working hours without loss of time or pay. Arrangements shall be made with the immediate supervisor for his/her release. This privilege shall not be abused.

In each Department or unit, employees shall be represented by a Steward or a Departmental Union representative, as prescribed in the grievance procedure. In the event of the absence of the Steward or the Departmental Union representative, the Union shall notify the Department of the temporary or permanent replacement and promptly confirm such designation in writing.

B. UNION MEETINGS - The parties agree that the Union shall have permission to hold meetings and conduct normal Union Business on City facilities provided that such space is available and that the use of such space does not interfere with the normal work of the City or Agency. Off-hours of represented employees shall be utilized for such meetings. The Director of Labor Relations or in his/her absence the Personnel Director may make an exception to the off-hours provision in an unusual circumstance.

C. LEAVE FOR MEETINGS WITH MANAGEMENT - The City agrees that any elected 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 with the immediate supervisor for release to attend these meetings. This privilege shall not be abused nor unduly withheld.

D. DEPARTMENTAL LABOR MANAGEMENT MEETINGS - Department heads or designates will meet at reasonable times with Chief Department Union Representatives provided said meeting is required to discuss specific labor/management issues. Any resolutions of those issues shall be consistent with the terms of this Agreement.

E. ACCESS TO CITY PREMISES - A representative of the Union shall have reasonable access to the City's premises to confer with the City, stewards of the Union and/or employees, solely for the purpose of administering this Agreement. Such access shall not be permitted to interfere with the normal conduct of the City business.

F. BULLETIN BOARDS - The parties agree that the Union shall have the use of bulletin boards for the posting of notices of general interest to its members. The amount of space available on each board, and the number and location of bulletin boards thus to be available shall be agreed upon by the Union and the City after consultation with each department.

G. MATERIAL FOR DISTRIBUTION TO NEW EMPLOYEES - The City agrees to distribute any mutually agreed upon material to all employees newly covered by this agreement to introduce them to the Union.

H. PAYROLL CODE. A new payroll code shall be established to maintain payroll status for purposes of determining eligibility for holiday pay for Union officials and/or their designees as determined by the Union while on Union business. This code shall apply to all unpaid leave of fifteen (15) days or less.

5. MANAGEMENT RIGHTS

It is understood and agreed that the City, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct, and control the operation of all equipment and other property of the City, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the City. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the City, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

When and if the City determines to amend a Civil Service Regulation not covered by this Agreement, it shall first meet and discuss with the Union. In no event shall the City amend Civil Service Regulations in a manner inconsistent with the Home Rule Charter as presently constituted or as amended, or in a manner which would alter wages or fringe benefits.

6. SEPARABILITY AND SAVINGS

A. SEPARABILITY

If and when it is finally adjudicated that any provisions of this agreement are in conflict with any federal or state law or the Philadelphia Home Rule Charter, such decision shall not affect the validity of any other provision which shall remain in full force and effect. Both parties shall meet

within 30 days of any such invalidating decision for the purpose of discussing the provision or provisions so invalidated.

B. CIVIL SERVICE REGULATIONS

Intending to recognize the Civil Service Regulations as the most viable means for translating operational procedures for employees in a uniform manner both parties acknowledge that the Civil Service Regulations apply to all employees under this agreement. Where the regulations are in conflict with this agreement, the Personnel Director will recommend to the Civil Service Commission an appropriate amendment of the Civil Service Regulations to implement the intent of the contract. Where there is a conflict as to whether language in the contract applies in the case of a particular grievance or whether Civil Service Regulation language applies, the contract language shall be assumed to prevail until otherwise adjudicated. Nothing in this paragraph shall be construed as interfering in any way with the right of the City to make selection decisions as described in the Management Rights Article, or as interfering in any way with the right of the City to make appointments to positions consistent with such regulations.

7. GRIEVANCE PROCEDURE AND CIVIL SERVICE APPEAL

A. GRIEVANCE PROCEDURE. A grievance shall be defined as a dispute or disagreement raised by a represented employee against the department or City regarding the interpretation or application of the provisions of this Agreement.

Rejection of an employee during the probationary period shall not be subject to the just cause standard and the grievance procedure.

Either the Union or the employee may initiate and pursue grievance procedures on behalf of an employee or class of employees.

The Union may enter the grievance procedure at Step 3 or Step 4, whichever is appropriate, concerning any grievance arising out of the employer-employee relationship involving more than one employee in a Department where the grievance has general applicability to many employees, or involves employees in more than one Department.

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. In processing any grievance, the formal procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice on either side.

Any decision on a grievance which is not appealed to the next step of the procedure within the specified time limits stated below shall be considered settled on the basis of the City's last reply.

These time limits shall be extended to accommodate documented absences of the aggrieved due to illness or scheduled vacation. The time limits may be extended for other reasons by the mutual consent of the Union official and City official designated at that step of the grievance procedure.

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

Step I

The represented employee affected may directly, or through the Steward, discuss a grievance with the immediate supervisor. If the grievance is not informally resolved the grievant must within ten (10) days after the occurrence giving rise to the alleged violation or within ten (10) days after the employee knew or had reason to know of the event giving rise to the grievance, submit the grievance in writing on the approved form to the immediate supervisor. The immediate supervisor shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond, the grievant or Union shall be responsible for processing the grievance to Step II at the end of the above time period.

Step II

If the grievance is not resolved or no reply is given the grievant in Step I the grievant or Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step I answer (or its due date) to the Division Head, the equivalent level of authority or his/her authorized representative for resolution. The Division Head shall provide a written reply within seven (7) days of

submission. In the event of a failure to resolve or respond, the grievant or Union shall be responsible for processing the grievance to Step III at the end of the above time period.

Step III

If the grievance is not resolved or no reply is given the grievant in Step II, the grievant or Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step II answer (or its due date) to the Department Head or Commissioner. A meeting shall be held between the Department Head or Commissioner or his/her designee, the Personnel Director or his designee, the appropriate Union officials and the aggrieved. The Department Head shall provide a written reply within ten (10) days of the submission of a grievance.

Step IV

If the grievance is not resolved or no reply is given the grievant it must be referred by the Union within ten (10) days of the Step III answer (or its due date) to the Personnel Director. A meeting shall be held between the Personnel Director or his/her designee, the appropriate Union officials and a representative of the Department within five (5) days of the presentation of the grievance at this step. The Personnel Director shall provide a written reply within ten (10) days of the date of the above meeting.

Step V

If a grievance is not resolved within seventy (70) days of the initiation of Step I (excluding documented extensions) and after having been fully processed through Step IV, it may be referred within fifteen (15) days of the Step IV answer by either party to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association. Only grievances concerning individual disciplinary suspensions of five (5) paid days or more, and other disciplinary actions appealable to the Civil Service Commission shall be subject to this step of the grievance and arbitration procedure. The parties shall first attempt to select an arbitrator by mutual agreement. In the event that a Review Panel is formed by the Union to consider decisions by the Union's Grievance Committee to withdraw grievances, then the Union shall have an additional fifteen (15) days beyond the normal time period in which to submit the grievance to arbitration. The City must be

notified before the 15th day after the Step IV answer is issued that an appeal has been filed with the Review Panel. Should the Review Panel reverse the decision of the Union's Grievance Committee, then the grievance must be submitted to arbitration within thirty (30) days of the Step IV answer.

This clause shall become effective when formal notification is given the City by the Union at least thirty (30) days prior to activation of the Review Panel.

Expedited Arbitration

The parties agree that any grievance concerning discharge or discipline which has been referred to binding arbitration pursuant to Step V of the grievance procedure, shall be subject to expedited arbitration in accordance with the following procedure:

1. The Union shall serve the City with written notice of its intent to arbitrate in accordance with the time limits set forth in the contract.
2. Any party objecting to utilization of the expedited procedure must make known its objections in writing within seven (7) days after the Union serves the City with notice of intent to arbitrate.
3. An arbitrator shall be selected from a panel of five (5) arbitrators mutually agreed upon by the parties. In order to be a member of the panel, an arbitrator must agree to be available for hearing within thirty (30) days of receipt of notification from either party. Arbitrators shall be selected seriatim from the list.
4. There shall be no briefs or transcripts unless mutually agreed upon by the parties.
5. The arbitrator shall issue his/her written award and opinion within fifteen (15) days after the record is closed.
6. Any arbitrator may be removed from the panel by either party with thirty (30) days notice to the arbitrator and the other party. In such event, however, the parties shall select a new panel member within ten (10) days of the date of the termination of any other panel member. The new arbitrator shall be placed in the same place on the list as the arbitrator whom she/he replaced.

Computing Time Limits

Saturdays, Sundays, holidays and other regularly scheduled days off shall be excluded from the computation of the time limits under this grievance and arbitration procedure.

Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the City and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the City and the Union shall be final and binding upon all employees and upon any person affected thereby.

Authority of Arbitrator

The Arbitrator will make findings and render a decision to resolve the disagreement. The Arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Effects of Decision

The decision of the arbitrator shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented by its presentation at Step I of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the City and the Union or ordered by an arbitrator, as the case may be, less any unemployment compensation from other full-time employment that the aggrieved employee may have received from any source during the period for which back pay is claimed.

Expenses

The expenses of the arbitration process and the arbitrator's fee shall be borne equally by the parties.

B. ELECTION OF REMEDIES: Where a timely Civil Service appeal and a grievance are filed, the parties agree to defer the scheduling of the Civil Service hearing until the Union or the employee opts to seek a review by the Civil Service Commission or go to binding grievance arbitration consistent with the terms of Step V of the grievance procedure.

Should the Union elect to proceed to arbitration, the Commission shall be notified and the Civil Service appeal dismissed. Where the Union elects not to go to arbitration, the Commission shall be notified and the appeal scheduled for a hearing.

8. EMPLOYEE RIGHTS

A. ORIENTATION - As soon as practical after the initial permanent appointment an employee shall attend a department orientation program. A representative of the Union shall be invited to said orientation program.

B. EXAMINATION OF PERSONNEL FILE. Employees in classes represented by District Council 47 shall have the right to examine their departmental personnel file once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, interdepartment transfer or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the department's normal business hours. Prior appointment is required and said examination must be performed in the presence of a designated witness. The employee may take written notes but shall not be permitted to remove any documents. Making duplicate copies of documents shall be at the discretion of the department. The removing of any documents from the file shall be a disciplinary offense.

Employees shall have the right to examine any documents contained in the file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the City, dates of changes, retirement information, performance evaluations and physical medical records. If the employee desires to examine information such as the employment application which is not contained in the department personnel file but is contained in the central personnel file, he/she may request the same and it will be provided without undue delay.

The employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length.

The City shall not be required to provide documents concerning ongoing criminal investigations, documents prepared for civil service or grievance procedure hearings, medical records (other than those specified), letters of reference or material relating to plans for future operations.

C. REPRESENTATION AT DISCIPLINARY MEETINGS. An employee has the right, upon request, to have Union representation in any meeting with management involving or reasonably believed to be leading to disciplinary action. Such representation shall extend to appeals of performance ratings, as follows:

1. The performance rating shall be issued to the employee by the rating officer.

2. The employee shall review the report with the rating officer and Union representative, if requested.

3. Thereafter, the employee, if he/she so requests, shall meet with the rating officer and the reviewing officer with his/her Union Representative, if requested.

4. The foregoing review shall be completed within fifteen (15) days of the employee's receipt of his/her performance report.

9. PAST PRACTICE

A. SPECIFIC PAST PRACTICES. The City and the Union agree that any restrictions on management's right to do any of the following, whether or not such restrictions have become binding "past practices", are hereby abolished:

1. Require employees to complete basic reports to monitor and encourage productivity including but not limited to log books and trip sheets;

2. Control the scheduling of paid breaks.

B. OTHER PAST PRACTICES. A joint committee with an equal number of representatives of labor and management shall be established to discuss other past practices and work rules which the City seeks to change.

10. REVIEW OF CLASSIFICATIONS, SPECIFICATION REVISIONS AND PAY CHANGES

The Parties shall form a joint committee comprised of four (4) representatives from each side to discuss the issue of classification reviews as set forth below. It is agreed that the Classification and Pay Division will review new classes, specification revisions and pay changes with a designated representative of the Union prior to the distribution of the Civil Service Commission agenda of each forthcoming meeting (as set forth in the August 29, 1994 letter attached hereto as Exhibit A). Should such consultation result in non-agreement in a particular classification and/or pay determination in which the Union is interested, such item will not be presented to the Civil Service Commission for action if the Union representative indicates a desire for a further review and consultation.

It is also agreed that if after further review and consultation, agreement is not reached, the item shall be placed on the Commission agenda, and during the ensuing public meeting at which the item is presented, the Union shall indicate that it requests a formal hearing before the Commission with both sides presenting their respective cases. The Commission's decision shall be final.

This provision in no way restricts departmental Management in carrying out the work of the department.

11. COMMITTEES

A. LABOR MANAGEMENT COMMITTEES

In recognition of the need for on-going labor management cooperative efforts during the term of the Agreement, the City and the Union agree to the establishment of a City-wide labor management committee. The Committee shall have no authority to change, delete or modify any terms of the existing agreement or to settle grievances.

The Committee shall consist of six (6) members, three (3) appointed by the Union and three (3) by the City. One representative of the Union and one representative of the City shall be designated as co-chairpersons of the Committee.

The Committee shall examine issues of labor management relations across City departments and shall also be authorized to examine and make recommendations concerning labor, management and productivity issues.

B. BILINGUAL/BICULTURAL ISSUES

The City and Union agree to establish a joint Labor Management Bilingual/Bicultural Affairs Committee to address recommendations outlined in the September, 1991 report on the concerns of Philadelphia Latinos issued by the Philadelphia Human Relations Commission.

C. SAFE WORKING CONDITIONS COMMITTEE

There shall be a joint labor management committee to study working conditions of City employees. Such committee shall meet on at least a monthly basis. The committee shall have the authority to review and inspect health and safety problems. The committee will make recommendations to remedy any health safety problems discovered during inspection and review. The City shall be responsible for providing and maintaining safe working conditions.

D. CHILD CARE

The City and the Union shall establish immediately a Child Care Committee. The Committee shall be comprised of three (3) representatives appointed by the Union and three (3) representatives appointed by the City. One (1) representative of the Union and one (1) representative of the City shall be designated co-chairpersons of the committee.

E. EXAMINATION-PERSONNEL

On an as needed basis, the City and the Union shall meet to discuss examination-personnel issues.

F. SICK LEAVE

On an as needed basis, the City and the Union shall meet to discuss issues related to sick leave.

12. TRANSFER, APPOINTMENT, PROMOTION, AND CAREER ADVANCEMENT

A. TRANSFERS

The parties agree that Civil Service Regulation 13 permits the City to transfer an employee within his/her classification on a permanent basis between or among departments, boards or commissions.

The parties further agree that the City may assign an employee within his/her classification on a temporary basis to another division or unit within his/her department, or to any other department, board or commission.

B. TRANSFER OF UNION STEWARDS AND OFFICERS - Union Stewards and Officers shall not be transferred without written approval of the Managing Director following consultation with the Union.

C. RESTORATION FOLLOWING REJECTION DURING PROBATION - An employee with permanent civil service status who has vacated a position in that class to accept appointment from an eligible list to a position in the same or higher level, in a different department and who is rejected during the probationary period in that position shall have the right to return to the position in which he/she has status in his/her prior department provided, however, said position is still open, has not been filled or has not been abolished.

D. NON-SELECTION ON SECOND CERTIFICATION - In the case of a second certification to an appointing authority, the appointing authority will notify the eligible so certified and that eligible, if not selected, may request and shall be granted an interview regarding his/her non-appointment.

E. PROBATION FOLLOWING TEMPORARY APPOINTMENT - The City agrees that if an employee has served in a permanent position on a temporary appointment from an eligible list immediately prior to a probationary appointment to the same position and a satisfactory performance report is submitted for the aforesaid period of temporary employment, this period of temporary employment shall be credited toward the required probationary period.

F. COMPLETION OF PROBATIONARY PERIOD IN LOWER CLASS WHILE SERVING IN RELATED HIGHER CLASS. If a person is transferred, appointed or promoted to a class in the same or in a closely related series of classes either on a provisional, temporary, or probationary basis, s/he shall be considered to have successfully completed his/her probationary period in the lower class when the combined service in both classes totals six (6) months, provided that the appointing authority does not file a Performance Report with an overall rating of "Improvement Needed" or "Unacceptable" before the end of the aggregate period of six (6) months.

G. PROMOTIONAL INTERVIEWS. Interviews will be conducted for all eligibles certified for promotion from one position within the meet and discuss unit to a higher level position within the meet and discuss unit when practical.

By December 31, 1984, the City agrees to issue a policy statement as to the commitment to provide employees interviewed for promotions to classes in the meet and discuss unit with information regarding the location and assignment of the positions available at that time.

Agreement to interview eligibles for vacancies in no way restricts management's right to change assignments and transfer employees between positions.

13. PAY STEP DETERMINATION OF REHIRED EMPLOYEES

A. REHIRED EMPLOYEES

A represented employee with five years full-time continuous service, who has resigned in good standing and is rehired from an open competitive list to a represented position in the same occupational series of classes within two years of termination, shall be treated, for the purposes of pay step determination, as a promoted, demoted or reinstated employee. Other benefits based on service shall not be altered, changed or modified by this clause.

B. PROMOTED EMPLOYEES

When an employee is promoted from a position in one class to a position in another class having a higher pay range, 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 would be provided by an upward adjustment of one pay step in the lower pay range or, if none would so provide, at the highest pay step in the higher range.

14. WORKING OUT OF CLASS

A. OUT OF CLASS - Civil Service Regulation 5.11 and 13.011 shall be amended so that when any Civil Service employee, with the approval of the appropriate department head or his/her deputy, is assigned to duties appropriate to a higher class or position than that in which the employee is employed, he/she shall be paid after the first two (2) hours of such work in any work day at the rate of the higher class for all hours worked in the higher class until the assignment is terminated. Excluded from the above are trainee classes involving college background. Should such an assignment continue beyond thirty (30) days, and in the absence of an appropriate departmental list, a temporary promotion shall be authorized.

B. OUT OF CLASS APPEAL - Pursuant to Civil Service Regulation 5.115, District Council 47 may on behalf of any or all affected employees in a represented class or classes, file an out-of-class appeal with the appointing authority in the Department in which the out-of-class work situation exists.

1. Any such appeal will be acted upon within ten (10) days after it is received by appointing authority.
2. If the appeal is granted employee will be paid in the higher class pursuant to Civil Service Regulation 6.09.
3. If an out-of-class pay appeal is denied or the remedial action of the appointing authority is unsatisfactory, District Council 47 or employee may appeal to the Director.

Upon receiving the appeal, the Director will act upon it within thirty (30) days.

C. PERFORMING DUTIES OF AN EQUIVALENT OR LOWER LEVEL CLASS

Each class specification contains the provision, "Performs related work as required". The City and the Union mutually agree that the City's ability to assign duties under this provision will not be limited by past practices unless the parties agree in writing to continue such practices. During the first ninety (90) days of this Agreement, a joint committee with an equal number of representatives of labor and management shall be established to discuss this issue and determine which past practices shall be continued. In no event shall work assignments under this provision be made for disciplinary, punitive or discriminatory reasons.

15. CLASSIFICATION OR PAY APPEAL

Any employee in a District Council 47 represented class may on an individual or group basis request a classification and/or pay audit either personally or through the Union. Such request shall include the reason for the request. The employee(s) shall request this audit by sending a written request to the Office of the Personnel Director stating that a classification and/or pay audit is being requested. The written request shall be sent through the individual department Personnel Office but employees may petition the Office of the Personnel Director directly with a copy to the departmental Personnel Office.

Any audit requested under this provision will be performed within ninety (90) days of date of request and results forwarded to the employee no later than one hundred twenty (120) days from date of request.

Any work experience in a higher classification that is granted because of an audit shall be retroactive to the date of the employee's audit request.

16. DISCIPLINE AND DISCHARGE

A. JUST CAUSE. It is agreed that management retains the right to impose disciplinary action or discharge provided that this right, except for an employee in probationary status, is for just cause only.

B. DISCIPLINARY ACTION HEARINGS. An employee subject to disciplinary action shall not be suspended without pay or discharged prior to completion of Step III of the Grievance Procedure unless in the judgment of the appointing authority or designee said employee poses a threat to himself/herself or other person or persons.

C. PROGRESSIVE DISCIPLINE. The City shall have the right to discipline or discharge any employee in the meet and discuss unit for just cause only. Disciplinary actions shall be progressive in nature where appropriate. The City and Local 2186 agree that discipline should be directed toward maintaining or improving the City's services. This clause does not apply to probationary employees.

D. EXPUNGEMENT OF REPRIMANDS. An employee who receives no written reprimands or any more severe discipline for a period of at least two (2) years shall have any prior-received written reprimands expunged from his/her personnel file.

Note: See Employee Rights Paragraph 8 C.

17. LAYOFF

A. LAYOFF

1. During the term of this collective bargaining agreement, the City may not layoff full-time employees represented by the Union, except to reduce or eliminate budget deficits projected by the Director of Finance.

2. Notwithstanding the limited authority to lay off set forth in paragraph 1 above, no layoffs of District Council 47 represented employees shall be permitted to fund the costs of any police or fire Act 111 interest arbitration awards issued during the term of this agreement.

a. To the extent that layoffs are required to fund collective bargaining agreements and Act 111 interest arbitration awards, layoffs of employees represented by DC 47 in accordance with the terms of paragraph 1 above may occur so long as the percentage of savings generated by layoffs of employees represented by DC 47 does not exceed the proportionate share of the cost of this agreement to the City in that fiscal year.

b. The City may demonstrate compliance with this paragraph 2 by showing that the City has provided for funding of Act 111 interest arbitration awards under the City's Five Year Financial Plan or revisions thereto which do not require layoffs of any employees represented by DC 47 and that such Plan or revisions were successfully implemented. In any grievance proceeding under this section, the Union shall have the burden of proving through clear and convincing evidence that such Plan or revisions were not implemented and that DC 47 layoffs were first utilized to fund the costs of the arbitration award(s).

3. Prior to eliminating any position through layoffs, the City 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.

4. In addition to the City's rights to effect transfers in accordance with Civil Service Regulation 13 and as described elsewhere in this agreement, the City shall have the right to transfer employees to avoid layoffs. Such transfers may be made to positions within an employee's current department or to a different department. Transfers may be made to positions in other classifications. Employees who accept a transfer to positions at a lower pay grade shall be demoted in lieu of layoff.

5. Layoffs shall be in accordance with existing layoff procedures, except that the City may use layoff units no smaller than a division.

6. In order to assist any employee who is laid off in securing other employment, the City also agrees to:

a. Use its best efforts to have the boards of directors of the Philadelphia Parking Authority, the Philadelphia Redevelopment Authority, and the Philadelphia Housing Development Corporation develop and implement a similar hiring policy for displaced municipal employees; and

b. Require subcontractors who are hiring new employees to perform services or functions called for in any subcontracting proposal which requires layoffs of employees to give hiring priority to any employees displaced as a result of that subcontracting, providing the individual employees are qualified and that their employment history has been satisfactory.

7. This clause replaces the Layoff and Early Retirement Clause in the 1988-1992 agreement, expires June 30, 1996, and can be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

B. RECALL FROM LAYOFF. Employees on established layoff lists shall be recalled to vacancies in their classes as said vacancies arise due to attrition on a one for one basis.

C. SUPER SENIORITY FOR DISTRICT COUNCIL 47 SHOP STEWARDS AND ELECTED UNION OFFICIALS. For layoffs under the system established by Civil Service Regulation 16 - LAYOFFS: District Council 47 shop stewards and elected union officials shall be credited with total layoff score points equal to one more than the highest total points of any other employee in their appropriate layoff units and classes.

18. WAGES AND LONGEVITY

A. WAGES

1. Effective April 1, 1995, there shall be a two (2%) percent increase in each step of each pay range of the District Council 47 pay plan.

2. Effective April 1, 1996, there shall be a three (3%) percent increase in each step of each pay range of the District Council 47 pay plan.

B. LONGEVITY

1. Longevity Schedule

The longevity increment in effect on June 30, 1992 shall be discontinued and the following schedule established:

<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

Longevity payments shall not affect eligibility for cash overtime.

2. Longevity Schedule

Longevity rates shall remain unchanged, except that the first bonus for employees shall be effective after five (5) years of service. No current employee shall forfeit his/her longevity step.

19. OVERTIME

A. EMPLOYEES WHOSE SALARY DOES NOT EXCEED EP 14. Employees in classes represented by District Council 47 Local 2186 whose pay does not exceed the maximum of pay range EP 14 shall be compensated for overtime as designated below:

1. Non-Shift Workers - Clerical and Office. For clerical and office employees whose regular or normal work week is thirty-seven and one-half (37-1/2) to forty (40) hours performed during five working days, the above provisions as to payment of overtime rates shall apply. For those clerical and office employees who are regularly or normally scheduled to work less than thirty-seven and one-half (37-1/2) hours during the first five days of the work week, a total of forty (40) hours of work must be completed before the overtime rate for the sixth day worked shall apply, provided however, that such forty (40) hours shall not include time worked for which daily overtime has been earned. Time worked in excess of eight (8) hours in any

work day shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay, and all hours worked on the seventh day in the employee's work week shall be paid for at the rate of two (2) times the regular rate of pay.

2. Shift Employees. Employees working in shift operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment on Saturdays or Sundays, in which employment said employees participate on a fixed or rotating basis. For shift employees, the work week shall consist of forty (40) hours, five (5) days, eight (8) hours each, Monday to Sunday inclusive, except that for clerical and office employees the work week may be not less than thirty-seven and one-half (37-1/2) hours nor more than forty (40) hours. Overtime is to be compensated for on the following bases except as qualified:

- a. Overtime After Eight (8) Hours. Any work performed by an employee after completing eight (8) hours of work in any work shift at his regular rate of pay shall be considered overtime. The employee shall be paid one and one-half (1-1/2) times his regular rate of pay for such overtime.
- b. First Regularly Scheduled Day Off. Any work performed by an employee on his or her first regularly scheduled day off shall be overtime. The employee shall be paid one and one-half (1-1/2) times his regular rate of pay for such overtime.
- c. Second Regularly Scheduled Day Off. Any work performed by an employee on his or her second regularly scheduled day off, shall be considered overtime. The employee shall be paid two (2) times his regular rate of pay for such overtime.

B. HOLIDAYS. Work on any of the recognized holidays shall be paid for in accordance with Sections 19.011 and 19.012. Holiday compensatory time to which an employee may be entitled and which he has not utilized, or been permitted to utilize, shall be granted during the fourteen (14) days prior to his separation from service. (Refer to Sections 6.11183, 6.117, 6.118 of the Civil Service Regulations.)

C. ABSENCE FROM WORK AFFECTING OVERTIME. An employee in order to be eligible for overtime compensation on the sixth day of his work week must have completed a minimum of five (5) days of work at regular rates in that week, unless his absence from work on any day of the week arises under the following circumstances: (1) a call from his Draft Board or a preinduction physical examination, evidence of which must be submitted to the appointing authority immediately upon the employee's returning to work; (2) a paid holiday, paid vacation or sick leave or compensatory time comes within the week and on which no work is done; (3) a leave of absence granted because of a death in his family; (4) a legitimate illness or an accident suffered while at work preventing him from working before the completion of five (5) days in that particular week and of which timely proof must be submitted to the satisfaction of such employee's superior. (The sixth day is regular time if five (5) days have not been worked. The seventh day is always double time.)

D. RECORDING PARTIAL HOURS. For overtime worked, compensatory time, or night work premium pay, in accordance with the provisions of the Regulations, units of less than a full hour shall be reported as follows: less than fifteen minutes no time to be reported; fifteen minutes or more but less than forty-five minutes, one-half hour to be reported; forty-five minutes or more, but less than one hour, one hour to be reported.

E. ACCUMULATED COMPENSATORY TIME. Accumulated compensatory time off may be used in accordance with the following provisions:

1. The granting of any such compensatory time off shall be at the sole discretion of the appointing authority.
2. No employee may accumulate or have to his credit at any time eligibility under this section for compensatory time in excess of one hundred and twenty (120) hours, in addition to the compensatory time to which an employee may be entitled for work on a holiday and compensatory time granted in lieu of a holiday(s).

3. Any employee's accumulated eligibility for compensatory time other than for work on a holiday and compensatory time granted in lieu of a holiday(s) for which he has not been granted compensatory time off prior to fourteen (14) days before the date of his separation from service shall be canceled without compensation. Compensatory time to which an employee may be entitled for work on a holiday and compensatory time granted in lieu of a holiday(s) which he has theretofore utilized or been permitted to utilize shall be granted him during the fourteen (14) days immediately prior to his separation from service.

F. EMPLOYEES WHOSE RATES ARE BETWEEN EP 14 AND EP 21.

Employees in classes represented by District Council 47, Local 2186 whose annual pay rates are between the maximum rates of pay ranges EP 14 and EP 21 shall be compensated for overtime work in accordance with the provisions of Civil Service Regulation 6.11 and its subsections, except that for the computation of overtime compensation their rate of pay shall be deemed to be the maximum pay rate of Pay Range EP 14.

G. EMPLOYEES WHOSE RATES ARE ABOVE EP 21.

Employees in classes represented by District Council 47, Local 2186 whose annual pay rate is more than the maximum pay rate of Pay Range EP 21 are not eligible for extra pay for overtime and holiday work. However, if such employee works in excess of eight (8) hours, in any one calendar day or forty (40) hours in any one calendar week, or on a recognized holiday, he shall be eligible for compensatory time off.

1. Limitation of Accumulated Compensatory Time. No employee under the provisions of Subsections 6.11512 of this Regulation, may accumulate or have to his credit at any time eligibility under this Section for compensatory time in excess of one hundred and twenty (120) hours, provided however, that the limitation of one hundred and twenty (120) hours shall not include any holiday compensatory time to which an employee may be entitled. Any employee's accumulated eligibility for compensatory hours for which he has not been granted compensatory time off prior to fourteen (14) days before the date of his separation from service other than by layoff shall be canceled without compensation, provided however, that holiday compensatory time to which an employee may be entitled and which he has not theretofore utilized or been permitted to utilize, shall be granted during the fourteen (14) days prior to his separation from service.

H. COMPENSATORY TIME/OVERTIME OPTION. Where eligible for overtime compensation, employees, may, in lieu of cash compensation, earn compensatory time off at a premium rate identical to that which the employee would have been entitled had he been compensated in cash. The option to elect either cash or compensatory time off shall be at the employee's discretion.

The same calculation will be used for employees in classes in the Executive and Professional Pay Range whose annual pay rate is higher than the maximum of Pay Rate of Pay Range EP 21.

Should the employee wish to exercise this option as described above, he/she shall make that decision known to his/her supervisor at the time the overtime assignment is made.

Compensation for standby time shall be at 1/2 the hourly rate in cash or in compensatory time according to the employee's preference.

The agreement is subject to the requirement that the overtime must be specifically approved by supervision.

Employees shall be permitted to use earned compensatory time during the last fourteen (14) calendar days of employment prior to separation. Supervisory approval of such leave request is required.

I. ASSIGNMENT OF OVERTIME - Overtime work for regular full-time employees shall be assigned in accordance with the following:

1. Each department shall establish departmental work site and shift volunteer overtime lists in the work location where the employees regularly work.
2. Employees on the overtime desired lists shall be selected in order of their seniority within each classification on a rotating basis.
3. If the voluntary overtime desired list does not provide sufficient volunteers, the department may require other departmental employees to work overtime. Said overtime shall be assigned on the basis of inverse seniority within each classification.

4. A departmental labor management committee comprised of equal numbers of management and union representatives shall, by majority vote, grant to individuals (upon application) temporary or permanent exemption from the assignment of mandatory overtime based on objective standards developed by the committee.

5. No full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days, or work over ten (10) hours on a regularly scheduled day or over eight (8) hours on a non-scheduled day.

6. Notwithstanding this provision, individual employees shall retain the right to volunteer to work overtime to complete work assignments in progress, and the City may require overtime in cases affecting public health or safety.

20. SHIFT DIFFERENTIALS

In accordance with established Civil Service Regulation 6.17 and current procedure, any work performed during the shift commencing at 4 P.M. and ending at 12 midnight will be entitled to a total shift differential payment at the rate of thirty (30) cents per hour.

Any work performed during the shift commencing at 12 midnight and ending at 8 A.M. will be entitled to a total shift differential payment at the rate of forty (40) cents per hour.

21. MILEAGE ALLOWANCE

When privately owned passenger vehicles are used for official business under proper authorization, the rate of reimbursement shall be twenty-two and one-half cents (22 1/2¢) per mile. The Department will process reimbursement requests in a timely manner.

22. UNIFORM ALLOWANCE

The City shall provide an annual clothing allowance of up to one hundred and fifty dollars (\$150) for the purchase of work required uniforms for full-time nursing employees, chemists, pharmacists, dieticians, and all others who must wear uniforms and are covered by this Agreement. Part-time nursing employees and all others whose normal work week consists of twenty or more hours shall receive an annual clothing allowance of up to seventy-five dollars (\$75) for the purchase of work required uniforms. The City shall continue its present policy of furnishing lab coats to lab technicians.

23. WORK SCHEDULES

A. Departmental committees to discuss work schedule proposals:

1. If no agreement parties may go to a citywide committee.

2. Once during the calendar year the City shall have the right to change schedules within a recognized work unit, provided that affected employees are given at least thirty (30) days notice of a change in schedule. A schedule change shall not result in a change of more than one day in an employee's work week, more than eight hours going forward from the employee's regular shift, split shifts, or more than two different starting times in a work week.

3. In the event that any schedule change referred to in subparagraph (2) above requires an employee to work two different starting times in a work week, then the following procedure shall apply:

a. Each Department shall establish work shift volunteer lists for each work unit at the work location where the employees regularly work.

b. Employees on the work shift desired list shall be selected in order of their seniority within each classification.

c. If the voluntary work shift desired list does not provide sufficient volunteers for the work unit, the Department may require other work unit employees to work such schedule on the basis of inverse seniority within each classification.

4. Employees will be excused from the schedule change for hardship, provided that this is consistent with the Department's operational needs.

24. HOLIDAYS

A. RECOGNIZED HOLIDAYS

1. Beginning with Fiscal Year 1993, the following shall be recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

2. Beginning with Fiscal Year 1994, November Election Day will no longer be recognized as a holiday.

3. Beginning with Fiscal Year 1995, Veteran's Day will no longer be recognized as a holiday.

B. HOLIDAY PAY. Cash payment for holiday pay, other than that which is paid for a holiday which is a regularly scheduled work day, but which is not worked, shall be in accordance with the limitations on cash overtime established above in Paragraph 19 OVERTIME.

1. Employees Not Working on Holidays. For any of said holidays on which an employee other than seasonal, temporary and emergency does not work at all, such employee shall receive his normal pay for the number of hours he would normally have worked on the particular day involved. Provided however, that when a holiday falls on a Saturday, the non-shift employee will receive in lieu of holiday pay a compensatory day off from work with pay which may not be taken prior to the date of the holiday. In order to be eligible for holiday compensation for a holiday not worked, an employee must be in pay status the last work day before and the first work day after the holiday.

2. Employees Working on Holidays Which are Scheduled Work Days. A shift or non-shift employee required to work on any of the above enumerated holidays which are regularly scheduled work days shall, in addition to his/her normal pay for the day receive not less than an additional one and one-half (1-1/2) day's pay at his/her regular rate of pay for the holiday worked and double time for all hours worked over eight (8) on that day.

3. Holiday Falling on Saturday for Non-Shift Employees.
When a holiday falls on a Saturday, non-shift employees will receive in lieu of holiday pay a compensatory day off with pay which may not be taken prior to the date of the holiday but, if required to work on such holiday shall in addition to his normal pay for the day, receive an additional one and one-half (1 1/2) day's pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.
4. Holiday Falling on Sunday for Non-Shift Employees.
When a holiday falls on a Sunday for a non-shift employee, it will be observed on the following Monday.
5. Holiday Falling on First Regularly Scheduled Day Off For Shift Employees. When a holiday falls on the first regularly scheduled day off for a shift employee who is required to work on the holiday, he shall in addition to his normal pay for the day, receive an additional one and one-half (1 1/2) day's pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.
6. Holiday Falling on Second Regularly Scheduled Day Off For Shift Employees. When a holiday falls on the second regularly scheduled day off for a shift employee who is required to work on the holiday, he shall in addition to his normal pay for the day, receive an additional two (2) days' pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.

25. VACATION

A. ACCRUAL - Permanent, full-time employees shall become eligible for annual vacation leave according to the following schedule:

1. Two (2) weeks after six (6) months continuous service.
2. Three (3) weeks after five (5) years continuous service.
3. Four (4) weeks after ten (10) years continuous service.

4. Employees with more than sixteen (16) years of service shall earn vacation at the following rate:

- a. After 16 years- 1 3/4 day/month or 21 days/year;
 - b. After 17 years- 1 5/6 day/month or 22 days/year;
 - c. After 18 years- 1 11/12 day/month or 23 days/year;
 - d. After 19 years- 2 days/month or 24 days/year;
- and,
- e. After 20 years- 2 1/12 days/ month or 25 days/year.

B. VACATION ACCUMULATION. At the end of each calendar year, an employee may carry forward up to seventy (70) days accumulated vacation.

C. PART-TIME EMPLOYEES. - Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours shall earn vacation leave in proportion to their actual time worked. Employees excluded from earning vacation leave under Regulation 6.1115 and 6.15 shall be excluded from eligibility for vacation with pay.

D. TERMINAL VACATION PAY. Employees retiring on a service pension shall have the option of being paid for earned but unused vacation time in a lump sum payment or being continued on the payroll after the last day worked.

26. TRANSFER OF LEAVE

A. PERMANENT COMMITTEE - During the term of the collective bargaining agreement, the City and the Union will make permanent the former pilot project to evaluate the transfer of accrued leave time between employees represented by the Union.

B. TRANSFER OF LEAVE PROGRAM - The Union shall nominate employees for inclusion in this program. The approval of participants shall be made by the appointing authority for the affected agency. No more than one (1) for every fifty (50) employees or portion thereof in each department shall be eligible to receive such leave during the term of the agreement.

The program shall be subject to the following rules:

- 1. Employees who are approved to receive such leave transfers must demonstrate need based upon a medically documented catastrophic illness.

2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing.

3. Leave may only be transferred in units of whole days, and may only be transferred between employees within the same department.

4. Employees receiving such transferred leave shall only be credited in accordance with the Civil Service Regulations governing maximum leave accrual.

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

However, to the extent that the committee agrees to change such rules, it is empowered to do so.

No aspect of this benefit shall be subject to the grievance/arbitration process. Disputes between the appointing authority and the Union over selection of employees shall be referred to the Personnel Director. The Personnel Director's decision shall be final and binding on the parties.

27. ANNUAL ADMINISTRATIVE LEAVE

Each full-time permanent employee shall, in each year ending June 30, be granted three (3) days of annual leave with pay, in the form of administrative leave, for any purpose at any reasonable time. Effective July 1, 1993, the number of annual administrative leave days shall increase from three (3) to four (4). Such administrative leave, if unused in any such year, shall be neither accumulated from year to year, nor compensable at time of separation. Administrative leave for non-uniformed employees shall not be used for periods of less than a full day except as follows: Part-time permanent employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours, shall be granted and permitted to use administrative leave in proportion to their actual time worked.

28. HEALTH AND WELFARE BENEFITS

A. CITY CONTRIBUTION LEVEL - The City shall pay the AFSCME District Council 47 Health and Welfare Fund for each full time employee who is a member of Local 2186, \$360.00 per month commencing July 1, 1992. In the subsequent years, increases in the Monthly Payment shall be made on July 1, and shall be equal to the average rate of increase in the three largest Philadelphia HMOS.

B. JOINT ADMINISTRATION

The Union's current health and welfare programs shall be restructured within sixty (60) days 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 Agreement 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. RETIREES - 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 three (3) 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 three (3) 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.

E. EMPLOYEE ASSISTANCE PROGRAM

1. Through adoption of a formal EAP (Employee Assistance Plan), a greater emphasis will be placed on early treatment of psychiatric disorders and substance abuse problems and outpatient, rather than inpatient care. It is expected that, by providing for inexpensive, accessible counseling and psychotherapy through an EAP, there will be an overall reduction in general medical utilization and sick time.

2. Effective October 1, 1992, the City shall contribute the sum of \$5.00 per member per month to AFSCME District Council 47 for the purpose of continuing its Employee Assistance Program. Such contributions shall continue until June 30, 1994, provided, however, that in the event that the Union decides, in its sole discretion, to discontinue the existing Employee Assistance Program, then the City shall cease all contribution and, simultaneously, the City's contribution to the Legal Services Fund shall be increased to \$10.00 per month until June 30, 1994.

29. 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 Civil Service employees in classes represented by District Council 47, Local 2186 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. RETIREES COVERAGE - Full-time Civil Service employees in classes of positions represented by 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 under Regulation 22.10 may be covered by the \$20,000 group term life insurance, with the premiums payable by the full-time representatives.

E. HOMEOWNER/AUTO INSURANCE DEDUCTION - The City shall permit the payment of homeowner/auto insurance premiums by payroll deduction to a company or companies designated by the Union, provided that a minimum of two hundred and fifty (250) represented employees execute the necessary payroll deduction forms.

The Union shall release the City of any and all liability from any claims arising from provision of this benefit. Further, the Union shall indemnify the City against any and all claims from employees, insurance carriers and their agents, and any claimant against employees who participate in this insurance program.

Before implementation of this program, the City, the Union and the insurer(s) shall enter into a written agreement among these parties setting forth the rights, procedures and responsibilities of the parties.

30. PREPAID GROUP LEGAL SERVICES

A. Beginning October 1, 1992, the City will contribute \$5.00 per employee per month to the Union's legal plan; beginning July 1, 1994, the City will contribute \$12.00 per employee per month to the Union's 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.

31. SICK LEAVE

A. DEFINITION - authorized sick leave includes, with the approval of the appointing authority, the absence from duty with pay of an employee because of his\her illness or non-service connected injury, his\her appointments with doctors or other recognized practitioners in the treatment of such illness or injury to the extent of time required to complete such appointments, or his\her exposure to contagious disease.

B. ADMINISTRATION - The sick leave benefit shall be administered in accordance with Civil Service Regulation 21.

1. Allowance - Sick leave shall be earned by each permanent full-time employee hired before October 1, 1992, at the rate of one and two-thirds (1 2/3) working days for each calendar month of service, the total of which shall not exceed twenty (20) days in any twelve (12) months.

During their first three years of service employees hired after June 30, 1986 and before October 1, 1992, shall accrue fifteen (15) days of sick leave each year.

Employees hired on or after October 1, 1992 shall earn sick leave at the rate of one and one-fourth sick days for each calendar month of service, the total of which shall not exceed fifteen (15) days of sick leave each year.

2. Charges - All sick leave used shall be charged to the nearest quarter hour.

3. Accumulation - Employees with continuous service may accumulate unused sick leave up to a maximum of two hundred (200) working days.

4. Payment for unused accumulated sick leave upon retirement - An employee who terminates his/her employment to immediately become pensioned under one of the City's pension plans, shall, as of the date of termination, receive payment at his/her then current regular rate of pay for thirty (30) percent of the number of days of accumulated sick leave.

C. SICK LEAVE CONTROL - The Union recognizes the right of the City to establish reasonable rules and regulations regarding sick leave in an attempt to discourage abuses of said sick leave. Before implementation of the aforesaid rules and regulations the City will consult with the Union.

D. SICK LEAVE POLICY - As for absences because of illness, an employee need not submit a sick leave medical certificate for an absence of two consecutive work days or less; for absences of more than two consecutive work days' duration a medical certificate must be submitted.

The current sick leave policy shall be deemed to reckon occasions and violations for sick leave abuse purposes on a rolling twelve (12) month basis. Effective January 1, 1993, any employee placed on the "Excessive Use of Sick Leave List" shall not be paid for

the first day of sick leave for the next four (4) occasions or the next twelve (12) months, whichever is shorter. The above is in addition to any other penalties already provided in the policy. A copy of the current sick leave policy is attached to this agreement as Appendix B.

E. SICK LEAVE CONVERSION TO VACATION. Each full-time employee represented by District Council 47 may convert two (2) accumulated sick days to one (1) vacation day provided the employee maintains a balance of at least eighty (80) accumulated sick days. Such conversion shall be permitted up to a maximum of ten (10) vacation days each calendar year and must be converted as full vacation days. Employees shall inform the Departmental, Board or Commission Personnel Office or authorized representative, in writing of the conversion of earned but unused sick days during the period of time from January 1st to March 31st of each fiscal year. Conversion of sick leave to vacation may only be accomplished during the above-stated period of time. The scheduling of such vacation days shall be in accordance with the provisions of Regulation 20 Vacation Leave.

F. PART-TIME EMPLOYEES. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours shall earn sick leave in proportion to their actual time worked, consistent with Civil Service Regulation 21.03. Employees excluded from earning sick leave under Civil Service Regulations 6.1115 and 6.15 shall be excluded from eligibility for paid sick leave.

G. COMPENSATION SICK LEAVE. For employees hired after June 30, 1986 compensation for sick leave shall be at the rate of 75% of normal compensation for any uncertified sick days used in any calendar year after the employee has received notice that five uncertified sick days have already been used in that year. This benefit shall be administered in accordance with the City-wide sick leave policy.

H. FAMILY SICK LEAVE. Employees shall be permitted to use up to five days of accumulated sick leave for the care of dependents in the household who are sick or disabled. Use of sick days shall be in accordance with the City-wide sick leave policy. Employees may be required to provide proof of the relationship of such dependent relatives in the household.

2. FUNERAL LEAVE

In the event that there is a death in the immediate family of an employee, consisting only of spouse, parents, children, brother or sister, grandparents or grandchildren, and the employee attends the funeral services, such employee shall be granted a four (4) days' leave of absence with full pay. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

33. MATERNITY/PARENTAL LEAVE

A. UTILIZATION OF SICK LEAVE FOR MATERNITY RELATED ABSENCES.

Employees going out on maternity leave shall receive compensation for the same from their accumulated unused sick leave time in accordance with the following. An employee who is incapacitated as a result of pregnancy will be permitted to use sick leave as indicated below:

1. An employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury.

2. In the period prior to delivery, sick leave may be used, with the approval of the appointing authority, upon the written recommendation of the employee's doctor that the employee can no longer work.

3. Without other justification, sick leave may be used from the time of delivery forward for four calendar weeks.

4. Additional sick leave may be utilized beyond the four-week post-partum period when:

- a. Certified by employee's physician, and
- b. Recommended by appointing authority, and
- c. Approved by Director.

B. MATERNITY/PARENTAL LEAVE - Upon the employee's written request, a permanent employee shall be granted a maternity leave of absence without pay in accordance with Civil Service Regulation 22.12 or, if he/she meets the conditions cited in subsection 22.121 of the Civil Service Regulations, a parental leave of absence without pay, not exceeding six months. Upon the employee's written request, additional leave may be granted in accordance with Section 22.02, with the approval of the appointing authority and the Director. The employee shall retain his/her same position if such leave does not exceed six months.

C. PART-TIME RETURN FROM MATERNITY/PARENTAL LEAVE - Employees eligible for maternity/parental leave will be permitted to convert from a full-time to a part-time status for the term of an ordinary maternity/parental leave without pay. The employee must apply for this option before or during the first three (3) months of maternity/parental leave and be in part-time status within 120 days of the start date of such leave. The appointing authority will make its best effort to assign people within their proper classifications, but in any event, the appointing authority shall make work assignments within the employee's professional series. The employee shall be subject to assignment in part-time status in accordance with departmental needs and within approved work schedules. If such part-time status combined with leave does not exceed six (6) months, the employee shall retain the original full-time position upon return to full-time status. Employees may request up to six (6) months' extension of such part-time service. Such an extension requires the approval of the appointing authority and the Personnel Director. Upon return to full-time status after the extension of maternity/parental part-time work, the City will attempt to place the employee in the original full-time position but there is no guarantee of placement in the original position.

34. EDUCATION AND TRAINING

A. UNPAID EDUCATIONAL LEAVE - After ten (10) years of employment, an employee has the right, consistent with the needs of the Department, to an educational leave without pay for up to twelve (12) months.

B. SUBSTANTIALLY DIFFERENT DUTIES - Where a person is required to perform substantially different duties or responsibilities, the department shall afford that individual the opportunity for such orientation and training as is reasonably appropriate to the position.

C. TRAINING LEAVE CERTIFICATE

1. Certificate Requirement - When the aggregate cost of training or education provided by the City exceeds \$1,000 in a twelve (12) consecutive month period, employees represented by the Union shall be required to sign an agreement to repay such costs in full if the employee leaves City employment within one (1) year of the completion of such training or education. The repayment shall be on a pro-rated basis from the date of return to full duty for any such employee who leaves after one year and before completion of the two year obligation required by the Certificate of Agreement.

2. Required Training - When an Appointing Authority requires an employee to attend a training program, the employee will not be required to sign the Certificate of Agreement under the following conditions:

a. The training program imparts skills or knowledge that is essential for the operation of a work unit or the department, especially as the Appointing Authority's mission or Charter driven responsibilities are effected.

b. The Appointing Authority must demonstrate in writing to the Personnel Director, how the proposed training or education specifically effects the operation of the work unit or the fulfillment of the Appointing Authority's mission or Charter responsibilities. This documentation should include a request for exemption from signing the Certificate of Agreement.

In all circumstances, a signed Certificate of Agreement shall be required for all programs, courses, workshops or seminars sponsored by academic institutions where academic credit is granted to employees.

3. Applicable Costs - For purposes of determining the aggregate costs the following expenses will be totaled: tuition, travel, food, lodging, books and related expenses.

35. UNION LEAVE

Any elected Union official on a leave of absence from his/her position in City service will be returned to his/her position and work location. If the position no longer exists the returning Union official will be placed in a similar position at the same EP range as his/her original position.

A. LEAVE OF ABSENCE FOR REPRESENTATIVES OF DISTRICT COUNCIL 47 REPRESENTED LOCALS

An employee serving as a full-time elected officer of District Council 47 or affiliated Local shall, upon written application to his/her appointing authority, be granted a leave of absence without pay for the period of such service. The leave of absence will be valid only for the period that the employee has been elected to serve as a full-time officer of District Council 47 or affiliated Local. If an employee is re-elected as a full-time officer, the leave of absence without pay shall again be granted upon written application to the appointing authority. Notices of

all leaves of absence granted under this section shall be filed with the Personnel Director. The seniority rights of such employees shall be protected and they shall accumulate during such employee's period of service with the employee organization.

B. LEAVE OF ABSENCE FOR APPOINTED STAFF REPRESENTATIVES OF EMPLOYEE ORGANIZATIONS

An employee serving as a full-time appointed staff representative of District Council 47 or an affiliated Local shall, upon written application to his/her appointing authority, be granted a leave of absence without pay for the period of time requested, not to exceed three (3) years or until termination of the appointment by the recognized employee Union, whichever occurs first. If an employee is re-appointed as a full-time staff representative, the leave of absence without pay shall be granted upon written application to the appointing authority. Notices of all such leaves of absence granted under this section shall be filed with the Director. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the employee Union.

36. NONDISCRIMINATION AND SEXUAL HARASSMENT

A. NONDISCRIMINATION - Neither the City nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, sex, sexual orientation, age or handicap, or political belief or affiliation, or Union membership.

B. SEXUAL HARASSMENT - The City recognizes that no employee shall be subject to sexual harassment. Sexual harassment shall be deemed just cause for disciplinary action. An employee who has been a victim of sexual harassment shall be afforded the opportunity for a transfer, if possible.

Grievances concerning claims of sexual harassment will be processed with all possible speed and confidentiality. Every reasonable effort will be made to transfer the harasser, not the complainant, consistent with the severity of harassment and functional limitations of the job.

C. SEXUAL HARASSMENT TRAINING - The City will make sexual harassment prevention training available to employees represented by the Union.

17. SUBCONTRACTING OF WORK PERFORMED BY THE MEET AND DISCUSS UNIT

The City may contract out City functions, services, locations, or sites at or in which work is presently performed by employees represented by District Council 47, only if: (i) the work can be performed more economically by an outside contractor as opposed to employees represented by the Union; and (ii) the City shall give no less than thirty (30) days prior written notice to the District Council before issuing a formal Request for Proposal of a formal Bid Solicitation Package, in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically by an outside contractor as opposed to employees represented by the Union.

The above shall not apply if the total value of a contract is less than \$10,000 in a fiscal year, is funded by any source other than operating budget funds, or involves an emergency or temporary situation. The City shall not sever any contract in order to take advantage of the \$10,000 exemption.

38. USE OF VOLUNTEERS

The City shall notify the District Council before beginning a program to use volunteers, probationers, or parolees, members of the National Guard or other armed forces, or other governmental agencies' work forces to augment the current represented work. Such use shall not be considered as contracting out. Volunteers shall not be used to displace the represented workforce; nor shall volunteers be used to do work which otherwise would be done by the then existing represented workforce. However, volunteers may be used to do work identical to the work done by represented employees so long as the volume of work done would exceed that which is being done by the then existing represented workforce.

39. MISCELLANEOUS

A. PREAMBLES - Both parties agree that statements of intent, preamble and appendices (if any) in this agreement shall be an integral part of this agreement.

B. SUPPLEMENTARY AGREEMENTS - Any matter not covered by this contract may be incorporated into the contract during its life by a mutually agreed upon supplementary agreement. All supplementary agreements, unless otherwise specified, shall take effect on the date of the agreement.

C. PERSONNEL PRACTICES MANUAL. The City, within ninety (90) days, shall prepare a manual of uniform personnel practices in the Civil Service. The general personnel manual shall be supplemented by departmental manual, where appropriate.

Nothing in the general or departmental manual shall conflict with this collective bargaining agreement nor shall departmental manuals supersede the general manual. The City and the Union shall meet and discuss on the provisions of the general and departmental manuals prior to their issuance. The manuals shall be made readily available to all employees and one copy to each steward.

D. PRINTING AND DISTRIBUTION OF CONSOLIDATED MEMORANDUM OF UNDERSTANDING. Representatives of the City and the Union shall meet within thirty (30) days of the signing of this memorandum for purposes of integrating this memorandum and prior such memoranda into a single and complete contract. The City will arrange for and pay the costs of publishing sufficient copies of the contract for distribution to all District Council 47 represented employees. An appendix consisting of all job titles in the meet and discuss unit as of June 30, 1994 shall be annexed to the contract. Subsequent classes shall be so incorporated.

E. EATING FACILITIES. The City recognizes that adequate eating facilities are necessary at work locations not readily accessible to commercial eating establishments and therefore will make best efforts to provide such facilities.

F. COMFORT INDEX. The Managing Director shall issue a directive setting a comfort index for summer and winter. Enforcement of the directive shall be obtained through the Deputy Managing Director.

G. PERFORMANCE REPORTS - EFFECTIVE DATE. Performance Reports - In the absence of a timely annual performance evaluation, an employee shall be presumed to have had an overall rating of satisfactory for eligibility to compete in an examination and to receive an earned step increment. This provision does not negate management's ability to file a performance report for the period in question within ninety (90) days of the due date. Any such performance report shall be effective the first of the month following the month in which the performance report is filed with the Office of the Personnel Director.

H. ORAL EXAMS. When a candidate in an oral examination for a class represented by the Union, an employee shall receive prior to the oral examination the overall rating factors and their representative weights.

I. FLEXITIME. Flexitime shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core

hours. At the sole discretion of the appointing authority the department may submit a flexitime schedule in accordance with Civil Service Regulations. Departments shall advise the Union of their findings including any reasons for not adopting a flexitime schedule.

J. WEATHER EMERGENCY - In the event the Mayor or the Managing Director's Office declares a weather emergency and dismisses all non-essential employees, employees who report for work at their scheduled time, and work until their emergency release time, will be paid for all hours worked and will be given non-chargeable leave for the balance of their regular work day. In the event of a weather emergency, the City will make every effort to transmit emergency information with the least possible delay to all employees.

40. HEALTH AND SAFETY

A. WORK THAT PRESENTS A THREAT TO HEALTH AND SAFETY - No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety.

B. BASE-LINE MEDICAL PROGRAM. Upon the written request of the Union, the City will explore the applicability of base-line medical monitoring programs to specific work sites where employees represented by the meet and discuss unit are exposed to hazardous or toxic material.

41. PENSIONS

A. PENSION PLAN.

1. The pension plan shall be amended to provide that pension credits for service after the first 20 years shall be at the rate of 2% of annual earnings for each year of credited service rather than 1 1/2%; provided, further, that the present maximum of 80% of final average compensation shall be retained.

2. Ordinary non-service connected disability benefits shall be payable for all years of service rather than the present policy which contains a limitation of 20 years for a maximum of 50%.

3. An employee may purchase the additional period of coverage under the Municipal Pension System for the time that he/she served as a probationary employee and was not covered under such system. An employee electing to purchase such additional period of coverage shall be required to pay

the contribution which would have been paid by him during such period along with the appropriate actuarial interest rates which were applicable during the intervening years between the time that such contributions would have been payable and the date or dates of actual payment of such contributions.

4. Revise the definition of "Average Final Compensation" of the Retirement System Ordinance to the annual average of the total compensation earned by an employee during the three (3) calendar or three (3) anniversary years, computed to include base pay, longevity and overtime payments only, ending on the last full pay period immediately prior to death or retirement.

5. Employees on Regulation 32 awaiting judicial decision shall continue to receive their pension pending said decision.

B. PENSION - PLAN 87 - All employees hired after October 1, 1992, or at the earliest date legally permissible thereafter, who are eligible for participation in a City administered pension plan shall be covered by Plan 87 (M) modified to provide for: a service connected disability pension benefit as currently defined under Plan 67 (J); a pension earning formula of 2.2% for the first ten (10) years of service, and 2% for the remaining years of service; and average final compensation calculated based on the highest three years of salary including overtime. Administration of the service connected disability pension benefit referred to above shall be in accordance with the newly revised disability provisions contained in this agreement.

42. DISABILITY PROGRAM

A. GENERAL

Employees shall be required to cooperate with and accept all reasonable and appropriate medical care including diagnostic testing, physical therapy, and established corrective surgical procedures. In the case of such corrective surgical procedures recommended by City doctor(s), employees shall be permitted to introduce an opinion by their own physician as to the necessity of surgery. If there is a conflict between the two opinions, a third determinative opinion shall be obtained from a doctor selected from a standing panel of surgeons mutually agreed upon by the parties. Employees shall be required to conform to all rules of established disability programs including those concerning provision of information and performance of limited duty assignments. Failure to conform with these requirements

shall result in withholding of all benefit payments, after conclusion of City-established due process procedures. The City shall have sole discretion in establishing such procedures.

Any employee receiving any disability benefit including I.O.D., worker's compensation, or disability pension benefits must report income from outside employment. Employees receiving such disability benefits shall provide their federal tax returns in any form that the City may request for the years in which they receive such benefits.

B. TEMPORARY SERVICE CONNECTED DISABILITY

Employees receiving compensation under the City's regulations for a service connected injury which has not been determined to be permanent shall have any such compensation limited to seventy-five percent (75%) of base pay at the time of injury or recurrence. Base pay shall exclude: overtime, shift differential, paid hours, holiday pay, and out-of-class. Deductions shall be made for FICA and pension, with other deductions to be made according to the relevant provisions of the tax code.

Additionally, such employees shall not accrue any vacation time during the period of such injury or disability.

The City reserves the right to assign, transfer, or detail temporarily disabled employees who are returning from I.O.D. no duty time to limited duty to any City Department or agency to perform duties consistent with their ability to work.

Employees shall receive no more than one year of I.O.D. no duty time for each work-related incident causing work-related injuries. This period may be extended in six month increments at the discretion of the Department head. This provision does not change the current rules regarding duration of career I.O.D. benefit.

C. PERMANENT SERVICE CONNECTED DISABILITY

1. Partial - Employees determined to be partially and permanently disabled must make themselves available for placement in a secondary position. Employees awaiting such placement shall cooperate fully with placement efforts. While awaiting placement in a secondary position, employees shall receive disability salary in accordance with paragraph B., Temporary Disability. Employees who refuse to accept a secondary job must provide the City with reports from their physicians outlining their medical restrictions. The City reserves the right to then develop positions within those

restrictions. Employees who are not placed in a secondary position within six months from the date the employee is determined to be partially and permanently disabled shall be separated from the City. However, management may extend this six month period at its discretion up to a limit of twelve months. Separated employees may then apply to the Pension Board for service-connected disability benefits. Employees who receive such benefits under this provision shall have their benefit payment reduced based on any earned income according to this formula: one dollar in reduction for every three dollars in outside earnings (a "3 for 1 offset"). This offset shall continue for the duration of the disability benefit or until age 65, whichever is shorter.

2. Total - Employees determined to be totally disabled shall be immediately separated from City service and may apply for service connected disability retirement benefits. Employees who receive any earned income after being classified as totally disabled shall automatically be reclassified as partially disabled and be subject to the 3 for 1 offset outlined above.

A totally disabled employee's final compensation for service connected disability retirement benefit purposes shall be adjusted annually in accordance with the following: final compensation shall be adjusted annually to reflect any percentage increase in the rates of pay in the preceding year for positions in the employee's class (the "annual adjustment"). The employee shall not be eligible for the annual adjustment until the seventh anniversary of the date of the employee's service-connected disability retirement. The employee's initial annual adjustment shall not include an adjustment for any increases given during the previous six years before the employee's seventh anniversary date. The annual adjustment shall cease upon the employee's 65th birthday. Any employee who is determined to be totally disabled as defined above at the time of separation from City service and who receives earned income shall be automatically reclassified as not totally disabled and shall thereafter be forever ineligible for the annual adjustment set forth above. Any member receiving Social Security Disability Insurance Benefits shall be ineligible for the annual adjustment.

D. DUPLICATION OF BENEFITS

The City and the Union agree that it is the intent of the Pension Ordinance that: ordinary disability benefits shall not be awarded for service-connected injuries; it is within the authority of the Pension Board to determine for which disability benefit an applicant is eligible regardless of which benefit the applicant is seeking; and it is within the Board's authority and

discretion to meet the City's obligation under any Worker's Compensation award by the issuance of a City service connected disability benefit when appropriate.

If an employee receives an award of Worker's Compensation disability benefits for a period for which he received sick time, the City shall receive a week for week credit against the award of Worker's Compensation for every week of sick leave provided. There shall be no such credit for vacation time.

Employees receiving a service connected disability benefit and any form of Worker's Compensation benefits from the City for the same period shall have their benefits offset. The current dollar for dollar offset for service connected disability benefits and Worker's Compensation disability benefits shall continue. Additionally, there shall be a dollar for dollar offset against an award of Worker's Compensation specific loss benefits for injuries arising from the same work-related incident as the one underlying the award of service connected disability retirement benefits.

E. ORDINARY DISABILITY RETIREMENT BENEFITS

As stated above, the City and the Union agree that it is the intent of the Pension Ordinance that ordinary disability benefits are intended only for non-service-connected injuries. Accordingly, any employee who receives an award of Worker's Compensation against the City while receiving ordinary disability benefits shall cease to be eligible for the ordinary disability benefits. The Pension Board shall establish and abide by administrative procedures to terminate an employee's entitlement to ordinary disability benefits. This termination shall not affect an employee's right to apply for a service pension at retirement age providing all other eligibility requirements are met.

Employees who receive such ordinary disability benefits under this provision shall have their benefit payment reduced based on any income received from outside employment according to the formula: one dollar in reduction for every two dollars in earned income. This offset shall cease when the employee reaches the minimum retirement age for their position and pension plan.

F. NON-SERVICE CONNECTED DISABILITY - Employees who have been determined by the City to be permanently disabled with a non-service injury or illness may be separated from employment pursuant to the provisions of Civil Service Regulation 17.07.

43. INFORMATION

- A. ANNUAL EMPLOYEE LISTING - Each year the City shall provide the Union with a complete listing of names and departments of all employees included in the unit from the 8-104 listing and at the six month interval between the annual listing the Union shall be given a similar printout of the same information. The Union shall receive this list in strictest confidence and the lists shall be made available only to those elected Union officials whose use of them occurs in the normal course of Union business. Additionally, the Union shall be provided with a monthly list of appointments prepared by the Personnel Department. Terminations of employment in meet and discuss unit positions will be provided monthly, if possible.
- B. NEW HIRES - As soon as practical the City shall give each departmental Chief Steward a list of new employees and new appointments for classes covered by this agreement.
- C. MONTHLY VACANCY LISTING - On a monthly basis, the City shall notify the Union of vacancies in the meet and discuss unit approved for filling.
- D. BIWEEKLY DUES ACCOUNTING - Biweekly the City shall provide the Union with an accounting of dues check-off which should include each member's department, classification number and payroll number. Effective January 1, 1983 this report will be in the following format:
1. Members in alphabetical order;
 2. Non-members in alphabetical order;
 3. Unmatched (employees who for various reasons are not within 1 or 2 above during any particular week in the payroll year).
- E. JOB OPPORTUNITIES LISTING - The President of Local 2186 District Council 47, AFSCME AFL-CIO, shall be placed on the mailing list for the Personnel Department's Job Opportunities sheet and its attachments.
- F. ASBESTOS CONTRACTS - The Union shall receive notification fifteen (15) days prior to the awarding of any asbestos removal project contract to be performed on any City facility where employees represented by the Union work.

G. INJURY REPORTS - Commencing July 1, 1986, the City shall prospectively provide District Council 47 with injury reports subject to prior execution of an individual release by a represented employee.

44. TERM

This Memorandum shall be for four (4) years from July 1, 1992 to June 30, 1996.

CITY OF PHILADELPHIA

DISTRICT COUNCIL 47, LOCAL 2186

By [Signature]

By Thomas Paul Cravin

1/7/96

By Michael Nadol

By [Signature]

By Joseph M. Tole

By _____

By _____

By _____

[Handwritten mark]

SIDELETTERS

1) CASELOAD SIDELETTER

The City and the Union agree that the City may increase or decrease the caseloads for Social Workers in the Children and Youth Agency of the Department of Human Services as legislation permits.

2) UNIFORMITY IN DOCKING PRACTICES

This will confirm the understanding between the parties that practices consistent on a unit-wide basis shall be established in regard to docking for lateness.



CITY OF PHILADELPHIA

Exhibit A

PERSONNEL DEPARTMENT

LINDA SEYDA
DIRECTOR

1401 JFK BOULEVARD
PHILADELPHIA, PA 19102-1675

August 29, 1994

Thomas Paine Cronin, President
AFSCME District Council 47
1606 Walnut Street
Philadelphia, PA 19103

RE: Classification Reviews

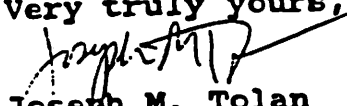
Dear Mr. Cronin:

This letter is a follow up to a meeting on the above subject and its inclusion in the master agreement attended by representatives of District Council 47 and the City. At that meeting the Union raised questions concerning the process of class specification changes. It was the Union's request that because of the modified clause in the October 6, 1992 agreement, more information be provided during the process of class review prior to the presentation of class specifications to the Civil Service Commission.

The City stated that it would continue to provide the Union with notice of requests for specification changes. The Union would in addition be provided with monthly updates on the actions taken on such requests. Requests for reclassification which subsequently result in changes in class specifications will be transmitted to the Union when such a determination is made. The City is providing this information in addition to the contract required notice and review procedures.

I hope that this letter summarizes the March 9th meeting and that the parties can come together to make the new agreement work. Thank you and your fellow Union representatives for your cooperation and if you have questions on this matter, please do not hesitate to contact me.

Very truly yours,


Joseph M. Tolan
Labor Relations Specialist

cc: D. Cohen
M. Foley
M. Nadol
J. Coleman
W. Grab
D. Willig
R. Teti
C. Scott



CITY OF PHILADELPHIA

PERSONNEL DEPARTMENT

LINDA SEYDA
DIRECTOR

1401 JFK BOULEVARD
PHILADELPHIA, PA 19102-1678

August 29, 1994

James Purvis, President
Local 2186, District Council 47
1606 Walnut Street
Philadelphia, PA 19103

RE: Consolidated Memorandum of Agreement

Dear James:

The City and the Union agree to the following as a guide to the interpretation and application of the consolidated memorandum of agreement:

1. Paragraph 4. UNION ACTIVITY AND REPRESENTATION

The heading for section A under paragraph 4 has been amended to include departmental representatives. This change does not confer any new or additional rights for these individuals.

2. Paragraph 9. PAST PRACTICE

The deletion of paragraph A from Article 9 is in no way to be construed as a waiver of the Union's position that past practices are preserved through this clause.

3. Paragraph 16. DISCIPLINE AND DISCHARGE

This clause provides for a hearing by the Appointing Authority or designee prior to imposition of discipline that results in a suspension or discharge. This clause does not require a delay in imposing such discipline after such hearing pending the filing and handling of a formal grievance. Further, this clause does not apply in the cases where an employee presents a threat to himself/herself or other person or persons. In agencies with a discipline procedure that includes a disciplinary panel, the employee or the union may waive the Step III hearing in favor of the established departmental process.

The parties agree to meet during the next thirty days to attempt to develop a uniform City-wide disciplinary procedure for employees represented by District Council 47.

4. Paragraph 18. WAGES AND LONGEVITY

The language as presented is incorporated without prejudice to the City's position in the pending arbitration in case number 14-390-1012-93.

5. Paragraph 34. EDUCATION AND TRAINING

The language of section B. does not relate to employees facing layoff.

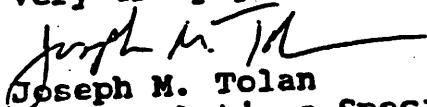
6. Paragraph 40. MISCELLANEOUS

The language in sections A. and B. applies only to the master agreement as signed by the parties, and not to any other agreements between any representatives of the Union and of the City.

7. Appendix - LISTING OF CLASSES

The parties agreed to incorporate the most accurate listing of classes within the representation of Local 2186 at the time the agreement is printed, with the understanding that the inclusion of such a list does not limit the City's ability to revise or abolish such classifications.

Very truly yours,



Joseph M. Tolan
Labor Relations Specialist

cc: D. Cohen
M. Foley
M. Nadol
J. Coleman
W. Grab
D. Willig
R. Teti
T. Cronin

APPENDIX A LISTING OF CLASSES

CODE	TITLE
B39	Court Support Services Coordinator
D28	Computer Room Shift Supervisor
D52	Production Control Coordinator
D55	Network Support Specialist
E19	Systems Analyst IV
E35	Electronic Printing Supervisor
E52	Information Systems Technical Writer
E64	Systems Programmer Supervisor
E79	Programmer Analyst Supervisor
E80	Departmental Computer Services Supv. I
E81	Departmental Computer Services Supv. II
2A07	Accounting Supervisor
2A27	Cost Accountant
2A43	Audit Supervisor
2A48	Contracts Audit Supervisor (S)
2A63	Labor Standards Examination Supervisor
2A68	Information Systems Auditing Supervisor
2A84	Accounting Procedures Specialist Supv.
2A87	Financial Accounting Supervisor
2A89	Food Program Financial Records Specialist
2B19	Revenue Collection Enforcement Supervisor
2B33	Revenue Examiner III
2B41	Tax & Revenue Conferee Supervisor
2D19	Real Property Evaluation Supervisor
2D27	Personal Property Evaluation Supervisor
2D31	Park Properties Manager
2D40	Real Property Appeals Supervisor
2D58	Title Registration Supervisor
2D59	Assistant Title Recording Officer
2E08	Departmental Procurement Specialist

2E14 Procurement Technician Supervisor (S)
 2E34 Minority Business Enterprise Coord. (S)
 2F39 Fleet Management Systems Manager
 2G10 Historical Preservation Officer
 2H19 Placement Services Assistant Supervisor
 2H33 Training and Development Officer II
 2J06 Public Relations and Information Director
 2J09 Park Promotion Director
 2J61 Volunteer Services Director
 2J63 Funding & Resource Development Officer
 2M90 Prosecution Assistant Supervisor
 2P11 Airport Operations Officer
 2P30 Airport Info. & Public Relations Supv.
 3A13 Design Drafting Supervisor (S)
 3A24 Cartographic Drafting Supervisor
 3A37 Cable Area Manager
 3A50 Highway Technical Services Officer (S)
 3A58 Transit Signal & Communications Specialist
 3A64 City Plans Officer
 3A67 Traffic Coordinator
 3A73 Industrial Waste Control Supervisor
 3A84 Architectural Projects Support Supervisor
 3B47 Water Transport Engineer I
 3B56 Air Management Engineering Supervisor
 3B71 Construction Engineer I (S)
 3B81 Engineering Supervisor I (S)
 3B86 Building Plans Examination Engineer II (S)
 3E05 City Planner IV (S)
 3E06 City Planner V (S)
 3E08 Municipal Art Planner
 3E48 Recycling Project Supervisor

3E71 Sludge Utilization Manager
3F05 Surveyor II
3G31 Chemical Technician Supervisor (S)
3H14 Aquatic Biologist Supervisor
3H29 Clinical Microscopy Supervisor
3H30 Analytical Chemist Supervisor (S)
3H39 Immunology Section Supervisor
3H40 Police Chemist
3H42 Criminalist
3H43 Forensic Chemistry Supervisor
3H46 Forensic Instrumentation Specialist (S)
3H53 Toxicologist Supervisor
3H68 Medical Technologist II
3H87 Public Health Data Analysis Administrator
4A10 Disease Surveillance Program Supv. (S)
4A13 Prison Psychologist Supervisor
4A29 Radiology Services Administrator
4A32 Pharmacist II
4C03 Community Health Ambulatory Nursing Supv.
4C06 STD Nursing Supervisor
4C09 Institutional Registered Nurse Supervisor
4C61 Utilization Review Nurse
4F02 Dentist II
4G31 Recreational Therapy Supervisor
4J42 Sanitarian II (B)
5A08 Social Work Supervisor (S)
5A63 Health Services Social Work Supervisor (S)
5A81 Social Service Program Supervisor
5B24 Youth Detention Counselor Supervisor
5B36 Area Youth Work Supervisor
5B50 Community Shelter Program Supervisor

5B51	Community Based Detention Program Admin.
5C16	Housing Resource Supervisor
5C43	Clean Block Administrator
5E36	Human Relations Supervisor (S)
5F07	Drug & Alcohol Abuse Prog. Plan. Supv.
5F50	Maternal & Infant Health Servs. Asst. Mgr.
5F58	MH/MR Research and Information Supervisor
5F73	Public Health Program Analysis Supv. (S)
5G26	Health Education Program Supervisor
5H27	Inmate Computer Based Education Supervisor
5H31	Counselling and Group Therapy Director
5H33	Correctional Training Administrator
5H37	Correctnl. Class., Movemt, & Regist. Dir.
6D25	Water Security Services Manager
6E25	Revenue Investigations Supervisor
6G13	Commercial & Industrial Fire Inps Supv (S)
6H04	Zoning Examiner III
6H44	L & I Assistant District Supervisor
6H62	Code Administrator II
6J12	Telephone Services Manager
7B43	Interceptor Services Supervisor
9B08	Library Supervisor I
9B09	Library Supervisor II
9B51	Rare Book Librarian I
9B69	Library Information Systems Supervisor
9B90	Orchestral Music Cataloging Specialist
9D12	Recreation Leader II
9D13	Recreation Leader III
9D20	Concert Facility Manager
9D27	Nature Specialist Supervisor
9E12	Civic Center Museum Curatorial Supervisor

F09

Music Curatorial Supervisor

G05

Library Arts and Graphics Administrator

100
101

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

