MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 33

AND THE

CITY OF PHILADELPHIA

JULY 25, 2000

TERM OF AGREEMENT

This agreement shall be for four (4) years, from July 1, 2000 to June 30, 2004.

WAGES

1. All permanent full-time employees in classes represented by District Council 33 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand five hundred dollar ($1,500) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.

2. A permanent employee who is on a leave of absence without pay as of July 1, 2000 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before October 1, 2000 and remains on the active payroll for at least sixty (60) consecutive calendar days.

3. Effective December 15, 2001, there shall be a three percent (3%) increase in each step of each pay range of the District Council 33 pay plan.

4. Effective December 15, 2002, there shall be a three percent (3%) increase in each step of each pay range of the District Council 33 pay plan.

5. Effective July 1, 2003, there shall be a three percent (3%) increase in each step of each pay range of the District Council 33 pay plan.

HEALTH AND WELFARE

The Health and Welfare Benefit shall continue as defined in the 1996 Memorandum of Agreement between the City and District Council 33 except as follows:

A. City Contribution:

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

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

B. Committee to Explore Joint Administration

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss the joint administration of a consolidated health plan. Within a year of the signing of this Agreement, the committee shall issue a report to the City and the Union.

C. Retirees

Paragraph A of the Health and Welfare clause shall be amended to provide that each full-time employee who terminates his/her employment after June 30, 2000 after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans shall receive City contributions during the five years following his/her retirement from City service.

REDESIGNING GOVERNMENT INITIATIVE

The RGI initiative will continue in its current form as defined in the 1996 Memorandum of Agreement between the City and District Council 33 except that:

1. The two year pilot period during which the parties shall meet and discuss the continuation of the RGI program shall expire on July 1, 2002 unless the parties agree to continue the program, and the remaining provisions of Paragraph 5 of the 1996 Memorandum of Agreement shall remain the same.

2. The no layoff clause in the 1992-1996 Agreement shall remain in full force until June 30, 2004. On June 30, 2004, this clause shall expire and may be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

UNIFORMS

The clause providing for a uniform allowance shall be amended to include the classifications of Health Care Aides and Medical Assistants.

COMPARABLE WORTH

The City shall provide up to $100,000 over the term of the contract for training programs and initiatives established under the previous comparable worth litigation settlement.

CATASTROPHIC LEAVE BANK

The City and the Union will establish a program to permit employees covered by this Agreement to donate accrued vacation leave to a leave bank. The program shall be administered by a joint labor management committee consisting of three (3) members appointed by the Union and three (3) members appointed by the City. The program shall be subject to the following rules:

1. Each year during the period of January 1 to March 31, employees may contribute accrued vacation leave to the leave bank.

2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing. Employees may contribute from one to five days in whole day increments only.

3. Eligibility for a transfer of vacation leave shall be limited to employees who have donated a vacation day to the leave bank in the last contribution period. Only employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave are eligible for a grant of leave time from the transfer of leave bank.

4. The committee shall have the sole authority to determine eligibility for a grant of

leave. The committee shall review applications from employees for a grant of leave from the leave bank and determine the amount of leave to be granted. Grants of leave shall be limited to a maximum of thirty (30) leave days. Employees may apply for a maximum of two grants during a calendar year.

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

If an employee who has received transferred leave separates from City service for any reason, there shall be no payment for unused transferred leave. Unused transferred leave shall be returned to the leave bank. No aspect of this benefit shall be subject to the grievance procedures.

REDUCTION OF SICK LEAVE USE

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss ways to reduce sick leave use.

DRUG AND ALCOHOL COMMITEE

The City and the Union agree to establish a joint committee with three (3) representatives of the City and three (3) representatives of the Union to develop a City-wide drug and alcohol policy.

BARGAINING UNIT WORK

The City and the Union recognize their joint obligation to provide service to the public in the most economical and efficient manner, and the Unions desire to have its members continue to perform traditional bargaining unit work, and work that is related to or resembles traditional unit work. In order to accomplish this goal, it may be necessary to evaluate which bargaining unit should perform certain tasks. When such assignment becomes necessary, the appointing authority for the affected agency will meet with a representative of the Union at the Union's request to discuss the assignment.

Any dispute over assignment of work shall be based on economy, efficiency and past assignments of work of this nature. Excluded from this process shall be assignments made on a temporary basis (less than 30 days).

An arbitrator selected from a panel of neutrals will determine the appropriate classification of employees who are to perform the disputed work.

WORKING OUT OF CLASS

The current language on working out of class shall be amended as follows: The phrase "thirty (30) calendar days" shall be replaced by "sixty (60) work days."

ESSENTIAL EMPLOYEES

Within thirty (30) days of the ratification of this Agreement, a committee of an equal number of representatives of the City and the Union shall meet with the Managing Director to discuss issues relating to the use, discipline, designation and compensation of essential employees.

INCENTIVE SYSTEMS

A joint committee of an equal number of representatives of the City and the Union shall be created to explore the implementation of incentive and bonus systems.

CAREER PATHS AND TRAINING

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss training and the establishment and definition of career paths for all job classifications.

CONTRACT INTEGRATION AND PUBLICATION

Within 90 days of the signing of this agreement, the parties will agree on an overall master agreement consolidating all prior and current existing agreements into one document. The Union will, at the City's expense, print the full contract for distribution to the members of the bargaining unit.

CORRECTIONAL OFFICERS

1. The pay range for correctional officers shall be revised as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
$27,485	$29,851	$30,778	$31,709	$32,657

(3/15/00 Rates)

The classification of correctional officer trainee shall be abolished.

2. The correctional officer uniform maintenance allowance shall be increased from $125 per year to $175 per year.

3. A joint committee on staffing shall be established.

CONTINUITY OF BENEFITS

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and the Union covering the period July 1, 1996 through June 30, 2000 which do not contain a specific expiration date shall remain in full force and effect for the term of this agreement, July 1, 2000 through June 30, 2004.

(signatures)

for the Union:

- Herman J. Matthews
- Wayne Johnson

for the City:

- Mark Foley
- Janice Davis
- William B. Grab

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 47

AND THE

CITY OF PHILADELPHIA

JULY 25, 2000

TERM OF AGREEMENT

This agreement shall be for four (4) years, from July 1, 2000 to June 30, 2004.

WAGES

1. All permanent full-time employees in classes represented by District Council 47 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand five hundred dollar ($1,500) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.

2. A permanent employee who is on a leave of absence without pay as of July 1, 2000 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before October 1, 2000 and remains on the active payroll for at least sixty (60) consecutive calendar days.

3. Effective December 15, 2001, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.

4. Effective December 15, 2002, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.

5. Effective July 1, 2003, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.

HEALTH AND WELFARE

The Health and Welfare Benefit shall continue as defined in the 1996 Memorandum of Agreement between the City and District Council 47 except as follows:

A. City Contribution:

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

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

B. Committee to Explore Joint Administration

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss the joint administration of a consolidated health plan. Within a year of the signing of this Agreement, the committee shall issue a report to the City and the Union of its findings and recommendations.

C. Joint Purchasing

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

D. Retirees

Paragraph A of the Health and Welfare clause shall be amended to provide that each full-time employee who terminates his/her employment after June 30, 2000 after ten (10) years of

continuous service to immediately become pensioned under one of the City's pension plans shall receive City contributions during the five years following his/her retirement from City service.

REDESIGNING GOVERNMENT INITIATIVE

The RGI initiative will continue in its current form as defined in the 1996 Memorandum of Agreement between the City and District Council 47 except that:

1. The two year pilot period during which the parties shall meet and discuss the continuation of the RGI program shall expire on July 1, 2002; the remaining provisions of Paragraph 5 of the 1996 Memorandum of Agreement shall remain the same.

2. The no layoff clause in the 1992-1996 Agreement shall remain in full force until June 30, 2004. On June 30, 2004, this clause shall expire and may be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

DRUG AND ALCOHOL COMMITEE

The City and the Union agree to establish a joint labor management committee with three (3) representatives of the City and three (3) representatives of the Union to develop a City-wide drug and alcohol policy. The committee will meet within 30 days and reach agreement within 120 days.

BARGAINING UNIT WORK

The City and the Union recognize their joint obligation to provide service to the public in the most economical and efficient manner, and the Unions desire to have its members continue to perform traditional bargaining unit work, and work that is related to or resembles traditional unit work. In order to accomplish this goal, it may be necessary to evaluate which bargaining unit should perform certain tasks. When such assignment becomes necessary, the appointing authority for the affected agency will meet with a representative of the Union at the Union's request to discuss the assignment.

Any dispute over assignment of work shall be based on economy, efficiency and past assignments of work of this nature. Excluded from this process shall be assignments made on a temporary basis (less than 30 days).

An arbitrator selected from a panel of neutrals will determine the appropriate classification of employees who are to perform the disputed work.

WORKING OUT OF CLASS

The current language on working out of class shall be amended as follows: The phrase "thirty (30) calendar days" shall be replaced by "sixty (60) work days".

ESSENTIAL EMPLOYEES

Within thirty (30) days of the ratification of this Agreement, a committee of an equal number of representatives of the City and the Union shall meet with the Managing Director to discuss issues relating to the use, discipline, designation and compensation of essential employees.

WORKPLACE VIOLENCE POLICY

Recognizing that violence in the workplace represents an imminent danger to employees and members of the public, the Union and the City agree to appoint a joint committee comprised of an equal number of representatives for the Union and the City to explore the causes of workplace violence, and to identify agreed-upon strategies and protocols to address this issue. The Committee shall be appointed within thirty (30) days of the date of this Agreement and shall complete its review and issue a Workplace Violence Policy within six (6) months.

FUNERAL LEAVE

In the event that there is a death in the immediate family of an employee, consisting only of spouse, spousal equivalent, parents, mother-in-law, father-in-law, 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. At the City's option, eligibility for spousal equivalent leave may require satisfaction of the standards set forth in the Administrative Board Rules. An employee shall be granted one (l) 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.

SPECIALTIES AND SUB-SPECIALTIES WITHIN CLASSES

The City shall have the discretion to designate layoff by Civil Service Classification, specialty within classification or sub-specialty within classification.

RISK MANAGEMENT MEETINGS

On a quarterly basis, representatives of the Union shall meet with representatives of the Office of Risk Management to discuss issues relating to the safety of represented employees, and the administration of the City's service connected injury program.

CESSATION OF DUES PAYMENT UPON PROMOTION

Effective the first pay period following ratification of this Agreement, employees who promote permanently from a class represented by District Council 47 to a class which is not represented by District Council 47 shall have dues or fair share payments stopped as of the first pay period following such appointment. A report of all such promotions and the dates of cessation shall be forwarded to the Union on a monthly basis. In no event will the cessation of dues payments result in a break in employee benefit coverage.

WORKPLACE COUNSELING

The City shall provide up to $100,000 over the term of the contract for workplace counseling programs.

CONTRACT INTEGRATION AND PUBLICATION

Within 90 days of the signing of this agreement, the parties will agree on an overall master agreement consolidating all prior and current existing agreements into one document. The Union will, at the City's expense, print the full contract for distribution to the members of the bargaining unit.

CONTINUITY OF BENEFITS

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and the Union covering the period July 1, 1996 through June 30, 2000 which do not contain a specific expiration date shall remain in full force and effect for the term of this agreement, July 1, 2000 through June 30, 2004.

(signatures)

For the Union

- Thomas Paine Cronin
- Catherine G. Scott
- James Purvis

For the City

- Joseph M. Tolan
- Janice Davis
- Kenneth M. Jarin