

*May 4, 2009*

**AFSCME**  
**DISTRICT COUNCIL 47**  
**CONTRACT PROPOSALS**  
**With**  
**CITY OF PHILADELPHIA**  
**2009**

District Council 47 reserves the right to add to, delete from, or otherwise modify these proposals during the course of the collective bargaining process. The proposals are made without prejudice to the Union's position in any grievance, grievance arbitration, unfair labor practice, court case, or appeals thereof and in some cases are a declaration of existing rights.

*May 4, 2009*

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*May 4, 2009*

**TERM**

The agreement shall be for one (1) year from July 1, 2009 to June 30, 2010

**WAGES**

1. Effective July 1, 2009, there shall be a percentage increase in each step of each pay range of the District Council 47 pay plan with specifics to be provided.

**PRIOR ARBITRATION AWARDS AND AGREEMENTS**

All previous arbitration awards and agreements between the Union and the City of Philadelphia shall remain in full force and effect.

**BARGAINING UNIT WORK**

1. The City will give notice to the Union at least sixty (60) days prior to intent to change jurisdiction.
2. All outsourced, contracted, exempt, or privatized work shall be restored to the bargaining unit by October 1, 2009.

**ESSENTIAL EMPLOYEES**

Employees who are considered essential shall be identified, paid two grades higher while on emergency duty and transported to and from work during emergencies.

**LEAVE**

Add one additional AL day

**SEPTA TRANSIT CHECKS**

SEPTA Transit Checks shall be given to employees as a benefit.

*May 4, 2009*

### **GRIEVANCE PROCEDURE**

- If there is no response from the department within fifteen (15) days of the filing of a grievance at Step III, the grievance will be considered to be resolved in the Union's favor.
- Arbitration step shall be added for all Local 2186 grievances which have an economic impact.

### **FUNERAL LEAVE**

- Change "Funeral" to "Bereavement"
- Increase to five (5) days for immediate family.
- Include step-parents, step-children and step-grandparents in immediate family.

### **REDESIGNING GOVERNMENT INITIATIVE**

The Redesigning Government Initiative shall continue for the life of this contract.

### **OVERTIME AND COMPENSATORY TIME**

- Raise compensatory time accumulation to one hundred eighty (180) hours
- Unrestricted use of accrued compensatory time for thirty (30) days prior to separation date.

### **MILEAGE REIMBURSEMENT**

- Change the rate of reimbursement to the Federal Government rate of reimbursement

### **LIFE INSURANCE**

- Raise City paid premium to %50,000 value
- Increase optional to two (2) times the yearly salary
- Increase retiree's coverage to \$12,000.

### **FMLA**

There shall be no personal sick leave charged an employee against the usage of Family Medical Leave.

*May 4, 2009*

**EMPLOYEE RIGHTS**

There shall be a Union orientation within five (5) days of hire on excused time for all employees to the bargaining unit.

**BILINGUAL/BICULTURAL DUTIES**

Employees who perform duties in more than one language shall be paid one grade higher for their skills.

**HEALTH AND WELFARE**

- City will pay the complete cost of level of benefits that DC47 has in place.
- The City will pay for the DC47 Employee Assistance programs at the cost of the programs (EAP, Aging With Grace, Health Advocate).
- The Retirement Benefit Deferrals and Sick Leave/Benefit Conversion deferrals shall be calculated in the same manner as the City's method for uniformed retirees.
- Six (6) years continuing Health and Welfare payments for all retirees and those receiving disability pensions.

**PENSION**

- There shall be an offset of one dollar (\$1.00) for every four dollars (\$4.00) earned for paid compensation while receiving disability pension.
- Spousal survivorship options shall be the same for all pension plans.

**INJURED ON DUTY (I.O.D.)**

*TO BE PROVIDED*

May 4, 2009

## **HEALTH & SAFETY**

**Employee Involvement Initiatives** - In accordance with Risk Management Directives, Departments are responsible for developing a process for involving employees in their safety and health program. This involvement may include, but is not limited to: labor/management safety committees, involvement of employees in safety surveys and inspections, operational process review committees, involvement in environmental monitoring, and other practices.

Where joint labor/management safety committees exist in a department, the committees will comprise relatively equal numbers of representatives from management and employees where operational feasible. The union shall choose its representatives for each committee consistent with the operational needs of the department and the structure of the committee as approved by Risk Management. The committee's general responsibility will be to provide a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs following Risk Management Directives.

Where departments choose other employee involvement mechanisms, and after Risk Management has approved the program, the union shall choose which members will participate, consistent with the operational needs of the department and the Safety Program. **Union participation will include but not be limited to input into and approval of program design and implementation for any alternative employee involvement mechanisms.**

Any dispute arising over the implementation and administration this Employee Involvement Initiatives provision shall be resolved through discussions between Risk Management and District Council 47 exclusively, not through the grievance and arbitration procedure.

## **LEGAL SERVICES**

The City shall contribute sixteen (16) dollars per member per month to District Council 47's Legal Services Plan.

*May 4, 2009*

**PERFORMANCE REPORTS**

- There shall be no downgrades for noncompliance of assignments if an employee is precluded from completing field assignments or investigations.
- All supervisors and managers shall be required to attend training regarding implementation of the Personnel Department's Performance Excellence Program. All departments will implement the program by 12/31/2009.

**SICK LEAVE**

31 G COMPENSATION SICK LEAVE shall be deleted and all Union represented employees sick leave benefit shall be paid uniformly.

**SICK LEAVE TRANSFER COMMITTEE**

- An employee shall be allowed to donate earned accrued vacation or sick leave.

**LAYOFF**

Article 17

There shall be no layoffs during the term of this agreement.

**WORKPLACE VIOLENCE PREVENTION**

The City will provide the Union with a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000) to be used for workplace violence prevention programs.