

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

|  |   |                                   |
|--|---|-----------------------------------|
| ADRIANE ADESHIGBIN, and all those<br>similarly situated, | : |                                   |
|  | : |                                   |
|  | : | CIVIL ACTION                      |
|  | : |                                   |
| Plaintiff,   | : | No. _____                         |
|  | : |                                   |
| v.   | : | <b><i>Jury Trial Demanded</i></b> |
|  | : |                                   |
| THE CITY OF PHILADELPHIA,<br>PENNSYLVANIA,               | : | COLLECTIVE ACTION                 |
|  | : |                                   |
| Defendant.   | : |                                   |
|  | : |                                   |

**COMPLAINT**

Plaintiff, by and through her counsel, Kang Haggerty & Fetbroyt LLC, files this complaint against the City of Philadelphia and avers as follows:

**INTRODUCTION**

1. Plaintiff brings this lawsuit against Defendant, the City of Philadelphia (“Defendant” or the “City”), due to the City’s failure to pay Plaintiff and similarly situated individuals timely overtime wages as required under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”).

2. This collective action lawsuit is brought under the FLSA on behalf of non-exempt employees, excluding correctional guards, fire protection employees, and law enforcement employees, employed by the City since March 25, 2019 who have not been timely paid in full for overtime wages, which includes being paid overtime at the incorrect rate and not fully being paid for time worked over forty hours in a work week.

**JURISDICTION AND VENUE**

3. This Court has original jurisdiction under 28 U.S.C. § 1331 because a federal question is presented.

4. Venue is proper in the Eastern District of Pennsylvania under 28 U.S.C. § 1391 because the Eastern District of Pennsylvania is the judicial district in which the events giving rise to the claim occurred.

**PARTIES**

5. Plaintiff, Adriane Adeshigbin, is an adult individual who resides at 6433 Emlen Street, Philadelphia, Pennsylvania 19119. She is a non-exempt employee under the FLSA and is currently employed by the City as an Office Clerk Typist 2.

6. Defendant, the City of Philadelphia, is a city of the first class of the Commonwealth of Pennsylvania with offices located at 1515 Arch Street, Philadelphia, PA 19102.

**FACTUAL BACKGROUND**

7. On or around March 25, 2019, Defendant implemented a new payroll software system called the OnePhilly Program.

8. OnePhilly was designed to integrate the City's systems for timekeeping, payroll, pensions, and benefits into one combined system.

9. All City departments, and their employees, now use the OnePhilly payroll system.

10. Once OnePhilly became the uniform payroll system, however, thousands of employees who worked overtime have not been paid in full for their overtime wages.

11. As public sector employees, Plaintiff and similarly situated individuals can elect to have their overtime wages be paid in compensatory time in lieu of cash payments.

12. OnePhilly now requires that certain non-uniformed employees be paid according to a 7.5-hour day/37.5-hour work week. A copy of a OnePhilly Manual is attached to this complaint as **Exhibit 1** and incorporated by reference.

13. Plaintiff and the similarly situated individuals fall into this category of non-uniformed employees paid according to the 7.5-hour day/37.5-hour work week.

14. These employees have experienced identical issues related to OnePhilly causing overtime wages to be underpaid or unpaid.

**A. Defendant's Existing Knowledge of OnePhilly's System Failures**

15. Before OnePhilly was implemented, Defendant knew the system had major flaws and was not ready to be rolled out.

16. As early as September 2016, during the design stages of the OnePhilly system, it was known that a mistake in the OnePhilly system could cause an employee to be underpaid or unpaid, while a mistake in the old payroll system would not cause an employee to be underpaid or unpaid. A copy of the OnePhilly Newsletter for September/October 2016 is attached to this complaint as **Exhibit 2** and incorporated by reference.

17. In July 2018, it was reported that the OnePhilly system would not go into effect until all implementation issues were resolved. A copy of the AFSCME Local 2187 2018 Summer Newsletter is attached to this complaint as **Exhibit 3** and incorporated by reference.

**B. OnePhilly Implementation and Failure to Timely Pay Overtime In Full**

18. Despite the clear warnings that OnePhilly was not ready, it was still implemented on March 25, 2019.

19. Almost immediately after the implementation of OnePhilly, Plaintiff started missing overtime pay from her paychecks.

20. Plaintiff, who is non-exempt under the FLSA and paid according to a OnePhilly mandated 37.5-hour work week, consistently worked greater than forty hours in a work week and the City has consistently failed to pay her in full for her overtime in a timely manner.

21. The City failed to timely pay Plaintiff overtime at the correct overtime rate (i.e., failure to pay an employee's hourly rate multiplied by 1.5) and failed to pay all time worked that constituted overtime.

22. The City has not fully reimbursed Plaintiff her missing overtime pay from her paychecks.

23. Even in situations where the City reimbursed Plaintiff, the reimbursements, at the earliest, did not occur until the Plaintiff's next paycheck.

24. When Plaintiff would inquire to her supervisor or human resources representative about missing overtime pay, there would be no definitive answer as to whether the problems would be corrected.

25. The City knew that overtime was missing from Plaintiff's paychecks; however, there has been no solution for this reoccurring problem.

26. Instead of ensuring that Plaintiff was receiving her overtime wages in a timely manner, the City allowed Plaintiff to continue to be underpaid.

27. Defendant, as the keeper of all payroll records, has exclusive access to payroll records, making Plaintiff unable to precisely state the amount of overtime pay that was missing from her paychecks.

28. Further, the paychecks issued by the City lack detailed information such that Plaintiff is unable to determine how her inadequate net pay is broken down.

**C. FLSA Collective Action Allegations**

29. Plaintiff incorporates by reference the foregoing paragraphs as though the same were set forth at length herein.

30. The failure to receive timely overtime payments in full is a problem that is consistent with other similarly situated individuals.

31. The employees similarly situated in this collective action are:

All persons since March 25, 2019 who are, have been, or will be employed by the City of Philadelphia who are considered by the City of Philadelphia to be covered employees under the Fair Labor Standards Act, who are not employed as correctional guards, fire protection employees, and law enforcement employees, who work a 7.5 hour day/37.5 hour week schedule, have worked in excess of forty (40) hours during a workweek for which they were not paid in full in their paycheck for the workweek, and file a consent to join this action pursuant to 29 U.S.C. § 216(b).

32. Defendant, as the keeper of records, will have no difficulty identifying which employees are covered by the proposed collective.

33. Plaintiff and similarly situated individuals are all treated the same for payroll purposes since OnePhilly was implemented.

34. The City failed to timely pay the proposed collective overtime at the correct overtime rate (i.e., failure to pay an employee's hourly rate multiplied by 1.5) and failed to adequately pay all time worked that constituted overtime because of OnePhilly.

35. Before OnePhilly, each department handled its own payroll and there was no uniformity between departments as to whether employees worked a 7.5-hour day with 30 minutes of unpaid lunch or an 8-hour day with 30 minutes of unpaid lunch. *See* Exhibit 1.

36. Since the implementation of OnePhilly, employees in the proposed collective are treated the same and all are paid according to a uniform 7.5-hour work day with 30 minutes of mandatory unpaid lunch that creates a 37.5-hour work week.

37. The creation of OnePhilly also established a uniform payroll system throughout the entire City's workforce; as such, all departments that employ employees of the proposed collective use the OnePhilly payroll system.

38. Because the implementation of OnePhilly centralized the City's payroll policies, employees of the proposed collective, throughout all departments within the City, have been equally affected by the OnePhilly overtime issues and the members of the proposed collective all suffered from the OnePhilly system in a similar fashion.

39. The members of the proposed collective did not have these extensive and consistent issues with missing overtime pay before OnePhilly.

40. Although Plaintiff and the proposed collective are employed in different departments throughout the City, they are treated the same under OnePhilly, they are victims to the OnePhilly system in a similar fashion, and their issues with their paychecks since OnePhilly are identical – they are not timely receiving the correct overtime wages that they have earned.

**COUNT I**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT**  
**(Plaintiff, individually v. Defendant)**

41. Plaintiff incorporates by reference the foregoing paragraphs as though the same were set forth at length herein.

42. Plaintiff Adeshigbin has consented to be a part of this action pursuant to 29 U.S.C. § 216(b). A copy of Plaintiff's consent is attached to this complaint as **Exhibit 4** and incorporated by reference.

43. Plaintiff, since March 25, 2019, worked in excess of the applicable number of maximum hours under the FLSA and related regulations.

44. Specifically, Plaintiff, since March 25, 2019, worked in excess of forty hours during work weeks and was not timely paid in full for her time worked in excess of forty hours.

45. Defendant knew that Plaintiff was working in excess of forty hours during work weeks.

46. Because Plaintiff worked in excess of forty hours during a work week, Defendant, under the FLSA, was required to compensate her at a rate of one and a half times her hourly rate for time worked in excess of forty hours.

47. Defendant knowingly violated the FLSA when it failed to pay Plaintiff in a timely manner for all time worked in excess of forty hours in a work week.

48. Defendant knowingly violated the FLSA when it failed to pay Plaintiff in a timely manner at a rate of one and a half times her hourly rate for time worked in excess of forty hours in a work week.

49. Each instance by the City to fail to timely pay Plaintiff her due overtime was a violation of the FLSA even if the City paid the overtime wage at a later time.

50. Defendant knowingly violated the FLSA because it knew that Plaintiff was not timely getting paid in full for overtime since the OnePhilly system started to run on March 25, 2019.

51. Despite knowing that Plaintiff was not going to get paid overtime wages in full and in a timely manner, Defendant allowed the FLSA violations to occur.

**WHEREFORE** Plaintiff prays for this Honorable Court to grant judgment in her favor and to award her compensatory damages, pre-judgment and post-judgment interest, liquidated damages, attorneys' fees, punitive damages, costs, and any other relief the Court deems necessary.

**COUNT II**  
**COLLECTIVE ACTION**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT**  
**(Plaintiff, on behalf of similarly situated individuals v. Defendant)**

52. Plaintiff, on behalf of all similarly situated individuals, incorporates by reference the foregoing paragraphs as though the same were set forth at length herein.

53. Plaintiff, on behalf of similarly situated individuals, files this collective action under 29 U.S.C. § 216.

54. The employees similarly situated in this collection action are:

All persons since March 25, 2019 who are, have been, or will be employed by the City of Philadelphia who are considered by the City of Philadelphia to be covered employees under the Fair Labor Standards Act, who are not employed as correctional guards, fire protection employees, and law enforcement employees, who work a 7.5 hour day/37.5 hour week schedule, have worked in excess of forty (40) hours during a workweek for which they were not paid in full in their paycheck for the workweek, and file a consent to join this action pursuant to 29 U.S.C. § 216(b).

55. Members of the proposed collective are known to Defendant and are readily identifiable through Defendant's records.

56. Plaintiff and the proposed collective members are all non-exempt employees under the FLSA.

57. Plaintiff and the proposed collective members are paid according to a 7.5-hour day/37.5-hour week as established by OnePhilly.

58. Plaintiff and the proposed collective members are employed by Defendant as defined under the FLSA.



59. The named Plaintiff has consented to be a part of this action pursuant to 29 U.S.C. § 216(b). *See* Exhibit 4.

60. Defendant is an employer that must follow the regulations set forth in the FLSA.

61. Defendant allowed Plaintiff and the proposed collective to work in excess of forty hours during a work week.

62. Defendant knew that Plaintiff and the proposed collective were working in excess of forty hours during a work week, and Defendant knowingly failed to timely pay, in full, Plaintiff and the proposed collective overtime wages for time worked in excess of forty hours in a work week.

63. Defendant is aware of the requirements under the FLSA to timely pay non-exempt employees like Plaintiff and the proposed collective overtime wages as defined by the FLSA.

64. Defendant knowingly violated the FLSA by failing to timely pay Plaintiff and similarly situated individuals overtime wages.

65. Each instance by the City to fail to timely pay the collective overtime wages was a violation of the FLSA, even if the City paid the overtime wages at a later time.

66. Plaintiff and the proposed collective are a part of the OnePhilly policy that established a uniform 7.5-hour day/37.5-hour work week for certain employees.

67. Plaintiff and the proposed collective are all victims of the systemic failure by the City to timely pay overtime wages in full after implementing the OnePhilly payroll system.

68. Defendant treated all persons in the collective equally and all persons in the collective endured similar FLSA violations by the Defendant as a result of not getting paid their owed overtime wages in a timely manner.

69. Defendant is therefore liable to the collective for unpaid overtime wages, as well as liquidated damages, under the FLSA for its failure to timely pay Plaintiff and the proposed collective their overtime wages in full.

70. Notice of this collective action should be sent to all potential collective members. There are potentially thousands of affected individuals who may be unaware of their legal rights against Defendant and can benefit from opting into this action to collect their wages and liquidated damages due under the FLSA.

**WHEREFORE** Plaintiff, on behalf of similarly situated individuals, prays for this Honorable Court to designate this action as a collective action on behalf of similarly situated individuals and to prompt issuance of notice to all similarly situated individuals, grant judgment in Plaintiff's and similarly situated individuals' favor, and to award Plaintiff and similarly situated individuals compensatory damages, pre-judgment and post-judgment interest, liquidated damages, attorneys' fees, punitive damages, costs, reasonable compensation to the named Plaintiff, and any other relief the Court deems necessary.

**JURY DEMANDED**

Plaintiff hereby demands trial by jury of twelve (12) on all issues so triable.

Respectfully submitted,

KANG HAGGERTY & FETBROYT LLC

By: /s/ Edward T. Kang  
Edward T. Kang  
Michael S. Weinert  
123 S. Broad Street, Suite 1670  
Philadelphia, PA 19109  
Tel: 215-525-5850  
Fax: 215-525-5860  
ekang@KHFlaw.com

mweinert@KHFlaw.com  
*Attorneys for Plaintiff*

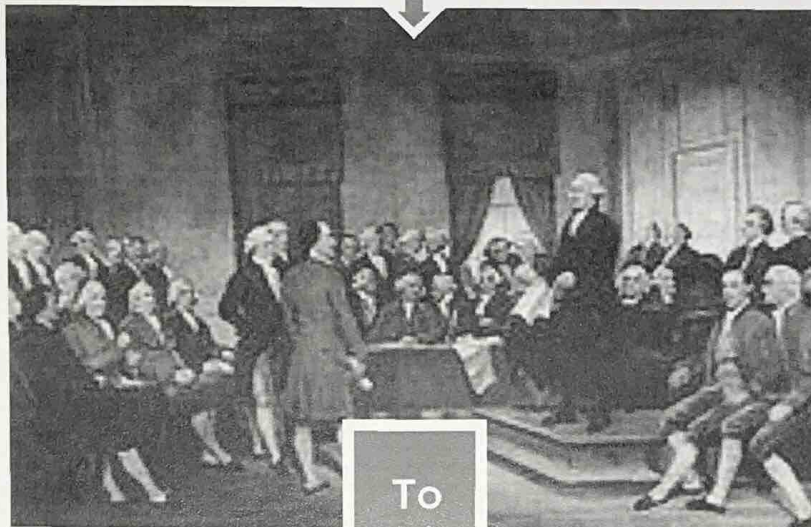
Dated: December 23, 2019

# EXHIBIT 1

# OnePhilly is coming!

Here are some guides to assist you with the transition.

Taking us from this



To  
this



## General Updates

- Time will no longer be in 1/16<sup>ths</sup>
- Time will be in 6-minute intervals
- This means the smallest amount of time you can request/take is 6 minutes
- Time will be displayed/entered as military time
- Leave time will be illustrated in hours
- Non-uniform employees' work day is comprised of two parts
  - 7.5 hours working time

**AND**

- 0.5 hours minimum lunch time
  - Overtime is earned **after** 8 hours of working time\*
- \* in accordance with collective bargaining agreements

***Want more details? Keep reading!***



**Your Compensation Remains the Same --  
Hourly Calculation for Overtime Will be Different**

**Current Pay Structure:**

8 hour day = 7.5 hours worked + ½ hour lunch

|             |          |
|-------------|----------|
| Salary      | \$31,654 |
| Daily Rate  | \$121.75 |
| Hourly Rate | \$15.22  |
| OT Rate     | \$22.83  |



**OnePhilly Pay Structure:**

7.5 hour day = 7.5 hours worked + ½ hour unpaid lunch

|             |                |
|-------------|----------------|
| Salary      | \$31,654       |
| Daily Rate  | \$121.75       |
| Hourly Rate | <u>\$16.23</u> |
| OT Rate     | <u>\$24.35</u> |

**Example:**

| Environment | Hours Worked                                    | Daily Pay Received | Basis                   |
|-------------|---|--------------------|-------------------------|
| Current     | 8 hour shift w/ 30 min lunch = 7.5 hours worked | \$121.75           | Daily Rate              |
| OnePhilly   | 8 hour shift w/ 30 min lunch = 7.5 hours worked | \$121.75           | 7.5 hours x Hourly Rate |
| Current     | 8.5 hour shift w/ 30 min lunch = 8 hours worked | \$121.75           | Daily Rate              |
| OnePhilly   | 8.5 hour shift w/ 30 min lunch = 8 hours worked | \$129.84           | 8 hours x Hourly Rate   |

## Changes to measurements of length of non-uniform\* employees' work day:

### Today



### OnePhilly

|   |  |
|---|--|
| Most employees either work 7.5 hour days with 30 minutes of unpaid lunch or 8 hours with 30 minutes of unpaid lunch. Employees are paid for an 8-hour day | The regular work day for most employees will be 7.5 hours with a minimum 30 minutes unpaid lunch |
| Payroll pays a <i>daily rate</i>  | Daily pay will be unchanged, the hourly rate will be based on a 7.5 hour day                     |
| Hourly rate is based on an 8-hour day but it is only utilized for OT calculation  | Employees will be paid based on hours worked x hourly rate = Employee payroll                    |
| The day is treated as 8 hours <i>only</i> when the employee is going to work OT   | The first ½ hour beyond 7.5 hours, is straight time; after 8 hours is paid the overtime rate     |
| After working 15 minutes, overtime rounds to pay for 30 minutes   | Overtime will be paid in 6 minute intervals  |
| Employees can choose compensatory time or overtime on a daily basis   | Employees must choose compensatory time or overtime on a weekly basis                            |
| Employees can earn both overtime and compensatory time in the same week   | Employees <b>cannot</b> earn both overtime <b>and</b> compensatory time in the same week         |

\* Exceptions apply to FJD and alternate schedule employees



## Time Recording: What You Need to Know

Employees eligible for overtime or comp time must record all start and stop work times

- Employees must record:
  - Start of work day
  - Start of lunch
  - End of lunch
  - End of work day
- As part of our commitment to work/life balance, employees **must** take a minimum of 30 minutes for lunch
- For accurate time recording, leave time (vacation, sick, AL) **must** be entered and approved by your supervisor
- Supervisors should ensure all employees record time out **and** time in for lunch – timesheets & OTL self service
- Timekeepers should ensure all employees record time out and time in for lunch

## Time Recording: What You Need to Know

### 12-hour time format is changing to 24-hour time (military time)

- You will now see your time recorded in 24-hour time format shown in the table below:

|          | 12-hour time        | 24-hour time |          | 12-hour time | 24-hour time       |
|----------|---------------------|--------------|----------|--------------|--------------------|
|          | Late Night/ Morning | 12:00 AM     |          | 0000         | Afternoon/ Evening |
| 1:00 AM  |                     | 0100         | 1:00 PM  | 1300         |                    |
| 2:00 AM  |                     | 0200         | 2:00 PM  | 1400         |                    |
| 3:00 AM  |                     | 0300         | 3:00 PM  | 1500         |                    |
| 4:00 AM  |                     | 0400         | 4:00 PM  | 1600         |                    |
| 5:00 AM  |                     | 0500         | 5:00 PM  | 1700         |                    |
| 6:00 AM  |                     | 0600         | 6:00 PM  | 1800         |                    |
| 7:00 AM  |                     | 0700         | 7:00 PM  | 1900         |                    |
| 8:00 AM  |                     | 0800         | 8:00 PM  | 2000         |                    |
| 9:00 AM  |                     | 0900         | 9:00 PM  | 2100         |                    |
| 10:00 AM |                     | 1000         | 10:00 PM | 2200         |                    |
| 11:00 AM |                     | 1100         | 11:00 PM | 2300         |                    |

## Time Recording: What You Need to Know

### How do I use paid leave in OnePhilly?

**For all non-uniformed employees who work at 7.5 hrs workday:  
Time is reported in hours not days**

| I want to ...   | How much time do I use ...  |
|---|---|
| Take a Full Day off   | 7.5 hours   |
| Take a Week off   | 37.5 hours  |
| Take Less than a Full Day   | Request the anticipated number of hours you want to take off, based on your start time. For example, if you started at 8 am and leave at noon, you have worked for 4 hours. Leave time is therefore 3.5 hours so that the total equals 7.5 hours.                                     |
| Oops... I worked a little less than a full day. I want to use leave time to make up the difference. | <p><b>Self Service Time Card Users:</b> the system will identify the amount of the shortage. Upon approval from your leave supervisor, add the appropriate leave time in that amount until the timecard is complete.<br/><i>In accordance with your departmental leave policy</i></p> |
|   | <p><b>Time Sheet Users:</b> check the type of leave time that you have been approved by your supervisor to use. Your timekeeper will add the number of minutes needed to make up the shortage.</p>  |

*\*Does not include alternative work schedules Please see your HR Office for additional information*



## Leave Time 16th Conversion Chart

16ths will no longer be used after the implementation of OnePhilly

|              |              |
|--------------|--------------|
| <b>1/16</b>  | <b>.0625</b> |
| <b>2/16</b>  | <b>.1250</b> |
| <b>3/16</b>  | <b>.1875</b> |
| <b>4/16</b>  | <b>.2500</b> |
| <b>5/16</b>  | <b>.3125</b> |
| <b>6/16</b>  | <b>.3750</b> |
| <b>7/16</b>  | <b>.4375</b> |
| <b>8/16</b>  | <b>.5000</b> |
| <b>9/16</b>  | <b>.5625</b> |
| <b>10/16</b> | <b>.6250</b> |
| <b>11/16</b> | <b>.6875</b> |
| <b>12/16</b> | <b>.7500</b> |
| <b>13/16</b> | <b>.8125</b> |
| <b>14/16</b> | <b>.8750</b> |
| <b>15/16</b> | <b>.9375</b> |

## OnePhilly Leave Time 6 Minute Conversion Chart

Leave time will be measured in 6-minute increments in OnePhilly

|                   |            |
|-------------------|------------|
| <b>6 Minutes</b>  | <b>0.1</b> |
| <b>12 Minutes</b> | <b>0.2</b> |
| <b>18 Minutes</b> | <b>0.3</b> |
| <b>24 Minutes</b> | <b>0.4</b> |
| <b>30 Minutes</b> | <b>0.5</b> |
| <b>36 Minutes</b> | <b>0.6</b> |
| <b>42 Minutes</b> | <b>0.7</b> |
| <b>48 Minutes</b> | <b>0.8</b> |
| <b>54 Minutes</b> | <b>0.9</b> |
| <b>60 Minutes</b> | <b>1.0</b> |



# New Employee Pay Stub

|  |  |  |          |                                     |               |
|--|--|--|----------|-------------------------------------|---------------|
| <b>CITY OF PHILADELPHIA</b>                                  |  | <b>1</b> FLP BUILDING SERVICES                           |          | <b>2</b> 111111                     |               |
| Earnings and Deductions                                      |  | 1901 VINE STREET   |          | DOE                                 |               |
| <b>3</b> DOE, SAM<br>123 EXAMPLE ST<br>PHILADELPHIA US 19135 |  | CHECK SERIAL NUMBER<br>PAY PERIOD ENDING<br>DATE PAYABLE |          | 0001000<br>03-17-2019<br>03-08-2019 |               |
| <b>4</b> EARNINGS  |  | HOURS  | AMOUNT   | TAXES                               | CURRENT YTD   |
| TIME ENTRY WAGES   |  | 80   | 2,078.19 | FEDERAL TAX                         | 163.08 163.08 |
| LONGEVITY PAY  |  | 0  | 50.26    | SOCIAL SECURITY                     | 129.27 129.27 |
| LEGAL AID  |  | 0  | 15.00    | MEDICARE TAX                        | 30.23 30.23   |
|  |  |  |          | CITY TAX                            | 83.11 83.11   |
|  |  |  |          | STATE TAX                           | 65.74 65.74   |
|  |  |  |          | PAUC TAX                            | 1.25 1.25     |
| TOTAL GROSS EARNINGS   |  |  | 2,141.45 | YTD GROSS PAY                       | 2,141.45      |
|  |  |  |          | YTD W-2 GROSS                       | 2,126.45      |
| <b>5</b> DEDUCTIONS  |  |  | AMOUNT   | PENSION                             |               |
| CITY WITHHELD  |  |  | 83.11    | PENSION PLAN                        | X             |
| CRITICAL ILL INS   |  |  | 43.18    | YTD NON TAXED PENSION               | 594.31        |
| DC33 DED PRETAX  |  |  | 37.89    | YTD TAXED PENSION                   | 0.00          |
| FIT WITHHELD   |  |  | 163.08   | LTD NON TAXED PENSION               | 7478.71       |
| MEDICAL  |  |  | 18.77    | LTD TAXED PENSION                   | 0.00          |
| MEDICARE EE WITHHELD   |  |  | 30.23    |                                     |               |
| SIT WITHHELD   |  |  | 65.74    |                                     |               |
| SS EE WITHHELD   |  |  | 129.27   |                                     |               |
| SUI WITHHELD   |  |  | 1.25     |                                     |               |
|  |  |  |          | VACATION :                          | 112.0         |
|  |  |  |          | SICK :                              | 22.0          |
|  |  |  |          | REGULAR COMP:                       | 0.0           |
|  |  |  |          | HOLIDAY COMP:                       | 8.0           |
|  |  |  |          | SPECIAL COMP:                       | 0.0           |
|  |  |  |          | ANNUAL LEAVE:                       | 30.0          |
| <b>11</b> NET PAY  |  |  | 1,554.15 |                                     |               |
| STATEMENT OF EARNINGS AND DEDUCTIONS                         |  |  |          |                                     |               |



**CITY OF PHILADELPHIA**

PAYROLL DISBURSEMENT ACCOUNT  
PHILADELPHIA, PA.

ACCOUNT 62-115  
000000000 311  
CITIZENS BANK

NO. 0001000

| EMPLOYEE NUMBER | DATE PAYABLE |     |      |
|-----------------|--------------|-----|------|
|                 | MO.          | DAY | YEAR |
| 111111          | 03           | 08  | 2019 |

VOID AFTER 120 DAYS

Pay to the order of:

PAY EXACTLY: DOLLARS CENTS  
\$ ONE THOUSAND FIVE HUNDRED FIFTY-FOUR\*\*\*\*\* DOLLARS 15 CENTS

Verification Available  
POSITIVE PAY Protected

AMOUNT  
\*\*\*\*\*1,554.15

DOE, SAM  
123 EXAMPLE ST  
PHILADELPHIA US 19135

**VOID- BANK TEST**

AUTHORIZED SIGNATURE  
OFFICE OF THE CITY TREASURER

⑈0001000⑈ ⑆031101156⑆ 66990



# New Employee Pay Stub: Key

## 1 Organization name and location

Previously, there was a code at the top of your pay stub. It represented your organization's name and location, which are now defined for you.

## 2 Payroll information

The first line is your payroll number. It's followed by your full last name.

## 3 Employee data

This includes your full name and home address.

## 4 Earnings

For most employees, the details in the earnings section are new. This section documents your paid time, including paid leave, overtime, and regular hours (time entry wages).

## 5 Deductions

If you have money deducted from your paycheck, like union dues, child support, or Medicare, it will be documented in this section.

## 6 Pay period and check details

This section includes your check serial number and pay period information.

## 7 Taxes

This section shows the present pay period (current) and year-to-date (YTD) tax amounts that have been deducted from your pay.

## 8 Year-to-date (YTD) gross pay

Gross pay is the total amount of money you receive before taxes. W-2 gross pay is your gross pay minus pre-tax employee benefits like health insurance. For that reason, this number tends to be less than your gross pay.

## 9 Pension

This section shows your pension plan name, pension year-to-date (YTD) amount, and pension life-to-date (LTD) amount. The LTD amount represents your total pension contributions since you began working for the City.

## 10 Paid leave

Your paid leave balances are documented in this section. Previously, amounts were provided in days in half hour increments. Now, the time is formatted in hours.

## 11 Net pay

Your net pay is the total amount of money you receive after all deductions have been subtracted. This is the amount you receive on your payday.

---

Questions? Your pay stub might look a little different from this example. If you have any questions, contact your department's HR manager.

# EXHIBIT 2



# ONE PHILLY NEWS



“DIGITAL SOLUTIONS FOR A MODERN WORKFORCE”

Project Team Newsletter

Volume IV, Issue 3, Sept/Oct 2016

## It Takes a Village to Implement a New System

So, here we are waiting with baited breath for the City’s new Oracle eBusiness Suite / PeopleSoft Workforce Management system to roll-out.

The new system design is sure to offer some great features that stream-line processes and enhance operating efficiency, which is the reason why we are all so incredibly anxious to get our hand on it, right! Yet, as we would tell a sixteen-year-old who has just gotten their license and now wants a car to showcase their driving expertise to understand the associated responsibility, we must follow that advice by judiciously working our way towards the great accountability this change will bring.

I get it, you are ready to just hit the “*Easy*” button and blast-off into the world of seamless integration.

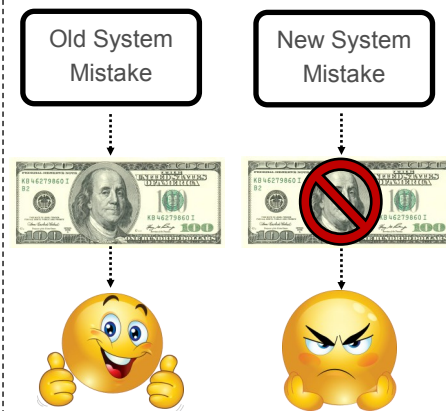
*Ahhh*, if it were only that easy! The reality is we must first, *be ready*.

Those of you in the Human Resources community have heard the three words “*maintain data integrity*” so much that you are ready to ban the use of those three words [used together] from the English language. But, before you pass around the petition to have anyone who utters those three words burned at the stake, you should first understand the rippling impact for, dare I say it, not “*maintain[ing] data integrity*”.

In tomorrow’s Workforce Management system, the Human Resource community can make or break an employee’s access to the correct benefit and pay entitlements. When processing a new hire or Worker Status Change in Oracle the Compulsory Union Code (CUC) that is associated with every City position, both Exempt and Civil Service, will go from just a code on paper or simply occupying a field in legacy Oracle, to an integral part of the driving force that mandates entitlements. That code will ripple through the system to help identify an employee’s available benefits options that include healthcare, pension, leave accruals, special pays and more. In addition, the ‘Salary Basis’ selected will set the foundation for what other components can be selected; it is driven by the employee type: (1) paid on a Grade Ladder *versus* (2) not being paid on a Grade Ladder *versus* (3) paid by the hour. (Continued on pg. 4)

## Old vs. New

In our legacy database systems, you can make a mistake and everyone will still get paid correctly. But a misstep in the new system could lead to employees being overpaid, underpaid or unpaid.



### In This Issue:


- It Takes a Village to Implement a New System (p.1, 4)
- Oh, the Things We’ve Learned (p. 2)
- Change Agent Honorable Mention (p.2)
- Watch the Language (p. 3)
- Mind Your Business (p. 3)
- Change Management Corner (p.4)
- One Philly Team List (p. 4)

*“THE BELL OF AWARENESS HAS BEEN RUNG...IT CANNOT BE UN-RUNG”*



Approximately  
**650**  
Time Approvers, the managers and supervisors of Time & Labor Self-Service end-users, are expected to be trained on how to navigate the approval process in Oracle Time & Labor.

## Oh, the Things We’ve Learned...

The **One Philly** project has been an eye-opening  experience for every member of the Project Team. The best part of the experience has been getting to know many of you and working together to learn the intricacies of our Workforce Management system.

There were processes that we thought we knew and even processes we didn’t know, we didn’t know. From internal department processes to drilling down the finite reason for a policy or true interpretation of a Civil Service Regulation, it’s been quite an expedition into our Workforce Management policies, methods, and procedures.

Saying that we have a diverse and unique workforce is one thing, actually recognizing the reality of that diversity and uniqueness is quite another. Then taking all of that uniqueness and programming it into an off-the-shelf software package using some customization, but mostly, lots and lots of configurations, extensions, modifications, localizations and integration (CEMLIs) to create a tailored fit for our organization and its many, many flavors of employee has been amazing.

The bell of awareness has been rung and it cannot be un-rung. All that we have learned will be used to create an environment of standardization and consistency across this municipal government. As an organization that serves the public we will be stronger and even more prepared to serve them better than ever!

### Change Agent Honorable Mention

Preparing the workforce for such a *BIG CHANGE* is not easy. It requires ongoing communication, repetition, knowledge of the changes, and patience. The Department Change Agents are an important part of achieving a successful transition and preparing their department for ‘what’s to come.’

The Police Department’s Change Agents, Sherron Logan and Melissa Lumpkin, have provided the Project Team with ongoing support and information about their department’s very complicated payroll operations. In addition, they have been a huge part of helping to finalize the design of the Police Time & Labor time-card. They have also been involved in testing the functionality of the timecard in Oracle Time & Labor.

Recently, they further demonstrated their support for the OnePhilly Project by including an article in their bi-weekly newsletter entitled, “Moving Closer to Modernization...”

Sherron and Melissa, the OnePhilly Project Team thanks you and salutes you! Great job, ladies!

## Watch the Language

Have you ever been speaking with a member of the Project Team and felt as if they were speaking Martian and you needed an interpreter because of the unfamiliar terminology being used?

Getting comfortable with a new system includes knowing the language. Here are some terms that will help us all speak the same language.

**Flexfield** is a custom data field made up of multiple segments.

**EIT – Extra Information Type** is a descriptive flexfield defined as Person, Assignment, Job, etc., found in Oracle. These fields have added security and can be enabled for specific responsibilities such as collecting Assignment Time Information in legacy Oracle to support conversion efforts in the *new* Oracle environment.

**SIT – Special Information Type** is a key flexfield used to provide any information that is not provided by the main system. Examples include, but are not limited to job/position requirements, performance reviews or personal information.

**LOV – List of Values** is a drop-down menu that populates fields in Oracle. An LOV can be adjusted as necessary to accommodate the needs of the business.

**BEE – Batch Element Entry** is how time is put together in OTL and transferred to Oracle Payroll for processing. Elements include Hours Types, Earnings, Deductions, etc.

**Hours Type** A field in the OTL timecard. An Hours Type must be selected when entering time for an employee. Hours Types include Regular, Funeral, Vacation, Sick Certified, etc., the list goes on. Each line entered on a timecard for an employee must have an accompanying Hours Type.



A simple mind shift can dramatically change our business.

## Mind Your Business

**Admittedly, we know** a lot more today than we did last year, this time, about the new system.

Many of the system features have been shared and/or demonstrated to Human Resource, Payroll and Central agency users. In fact, there are some from the department Payroll community that are currently taking part in Oracle Time and Labor system testing. We know that they like what they are experiencing, because they keep coming back!



But what are departments doing with what they have learned so far? Ask yourself these questions:

1. Has your department actively engaged in assessing their readiness division by division; unit by unit? (*Example: Do they show a lunch on the timesheet by signing 'In' and 'Out' for lunch? If not, in the future they will be paid as it is noted on the timesheet.*)
2. Has your department compared, and do they understand the current versus future state of business, preparing a plan to support the transition? (*Example: All non-uniformed staff will be defined in Oracle as 7.5 hour employees. As a result, the daily rate will be divided by 7.5 hours not 8.0 hours as it is today. This can have a huge impact on a departments budget if overtime is a part of the standard operating procedure.*)
3. Are they looking at their business today and tweaking it for the future to guarantee that your human resources are best utilized? (*Example: Knowledge transfer and cross-functional training opportunities.*)
4. Beyond training, what are the plans for preparing the department staff for an integrative environment?

The more we know, the better we can plan on how to adapt to the new system. What you don't know, feel free to ask the Project Team. They are here to provide as much information as they have available that will support you from our current state to our

## Change Management Corner

**At the last** Change Management Workshop, the Change Agents did a great job of listing some of the impacts that will be the result of the OnePhilly Workforce Management implementation.

What was most amazing about their feedback was, even though they were divided in three separate groups the content they shared was amazingly similar in terms of the areas of impact and the best ways to address those impacts.

Here is a summary of what they came up with:

| Change Impacts                     | Affected Groups  | Plan to Address Impacts   |
|------------------------------------|--|---|
| <b>Time &amp; Attendance</b>       | Supervisors, Managers, Payroll Staff, Vast majority of the workforce | Communication (Written & Verbal), Training                            |
| <b>Integration / Technology</b>    | HR, Payroll, Entire workforce  | Communication (Written & Verbal), Training                            |
| <b>Greater Accountability</b>      | HR, Payroll, Supervisors, Managers, Certain members of the workforce | Executive Support, Reinforcement, Repetition, Point Persons, Training |
| <b>Employee Self-Service (ESS)</b> | Entire workforce   | Communication (Written & Verbal), Training                            |



### Project Team Contacts:

**Project Director, Judi Cassel**  
judi.cassel@phila.gov

**Project Manager, Richard Stewart**  
richard.stewart@phila.gov

**Change Manager, Robin Faulkner**  
robin.faulkner@phila.gov

**Training Manager, Joel Hoffmann**  
joel.hoffmann@phila.gov

### Team Business Leads:

**Celia O’Leary, Human Resources**  
**Valerie Hosendorf, Time & Labor**  
**Tahirah Jiles, Benefits**  
**Kevin O’Hagan, Budget**  
**Michael Kauffman, Financials**  
**Charles Gilmore, Payroll**  
**Michael Tsang, Technical**  
**Teresa Gray, Pensions**

### Team Email & Address:

asmwfm.project@phila.gov  
Municipal Services Bldg.  
1401 JFK Blvd, Suite 1582

## It Takes a Village (continued from pg. 1)

Human Resources community, from the word ‘Go’ the *future* outcome of an employee’s paycheck in your department lies heavily in your hands. You will be the initiator for all that an employee is defined to be for Time & Labor, Benefits, Payroll, and Pensions.

In the Oracle of tomorrow, every *action* entered in the new system will precipitate an immediate *reaction*. Now is the time to fully grasp and understand what that “*reaction*” will be.

Organize, discuss and review the information that has been shared with you by the Project Team and at Human Resources Manager meetings. Ask questions about future functionality. Involve your department’s entire Human Resource and Payroll staff in the conversation about ‘*what is at stake*’ if you are not properly prepared. Collaborate as a community on ways to consistently record, track and update employee records in legacy Oracle, such as the Assignment Time Information. Grab the bull by the horns and be proactive! Don’t wait until OHR presents you with a report on the health of your employee data (Grade Step, etc.). Create and/or develop a bi-weekly health check by running an EiS ‘Employee Full Extract’ report or randomly select groups of employees and compare the information in the legacy Payroll and Oracle systems.

The expectation of integration begins with the quality of data.

# EXHIBIT 3



**AFSCME LOCAL 2187 THE Record**  
 Professional, Technical & Administrative Employees of the City of Philadelphia,  
 Philadelphia Parking Authority and Philadelphia Housing Authority

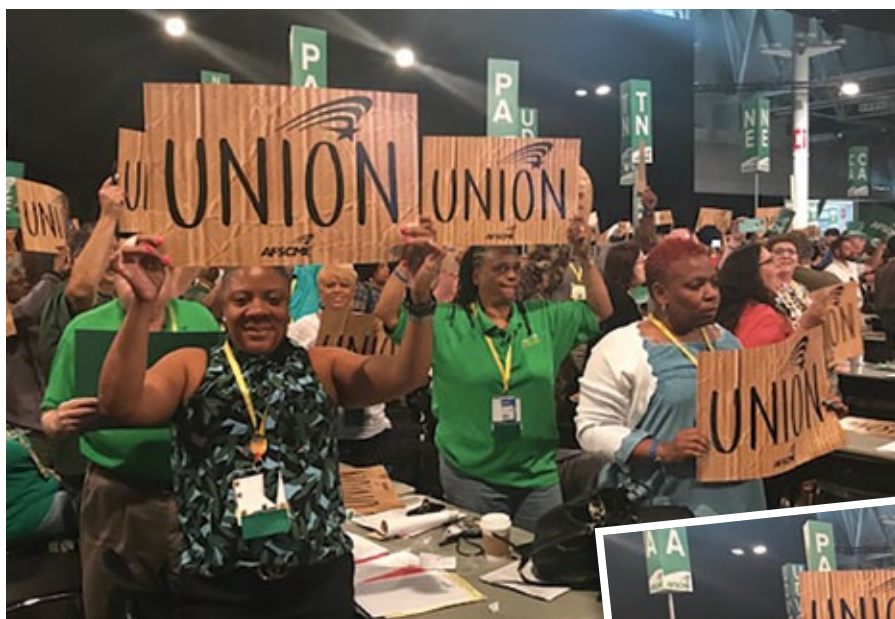
1606 Walnut Street  
 Philadelphia, PA 19103  
 www.AFSCME2187.org



**Inside THE Record**

|   | PAGE |
|---|------|
| Union Leadership Racks Up<br>Big Wins for Members ..... | 1    |
| President's Letter .....                                | 2    |
| Contract FAQs .....                                     | 4    |
| Local 2187 Victories .....                              | 10   |
| Recognition for Library Members ....                    | 11   |

## Inside: Highlights of our new, 3-year contract with the City of Philadelphia!



## RISE UP!

Local 2186 and 2187 Members recently attended AFSCME's 43rd International Convention at the Boston Convention and Exhibition Center. To capture our determination in the face of unprecedented attacks on working people, this year's convention theme was "Rise Up!" We will Rise Up in the face of unprecedented threats to America's working families, to our right to organize, and to our right to bargain collectively for fair wages and better working conditions. America's Labor Movement is strong, and AFSCME is leading the way.



Proudly showing our support for our union in Boston were:  
 ABOVE: Pamela Robinson, President Local 2186, April Gigetts, Vice President, Local 2187.  
 RIGHT: David Mora, Secretary-Treasurer of Local 2187 and Michael Bonetti, Union Agent, Local 2187.

# THE Record

Professional, Technical & Administrative Employees of the City of Philadelphia,  
Philadelphia Parking Authority and Philadelphia Housing Authority

JULY 2018

## UNION LEADERSHIP RACKS UP BIG WINS FOR MEMBERS

**Y**our Union—and its leadership—is tasked with protecting your rights at work, with ensuring you are fairly paid for the work you do, and with making sure you are treated fairly in disputes with management. Over the past several months, the Union has been working diligently to deliver big wins on each of those fronts. As a result, a dozen Members received ADA accommodations in their workplaces; the union and our Brothers and Sisters across the City of Philadelphia have recouped nearly \$100,000 that was being wrongly withheld; and Members whose jobs were being threatened were protected through the grievance process.

Local 2187 President Bob Coyle and Vice President April Gigetts have been active advocates for Union Members. In one case a Member at the Department of Licenses and Inspections (L&I) approached Vice President Gigetts because they believed they had been wrongly removed from overtime eligibility.

A grievance was filed and Local 2187 pursued the case to arbitration. **The result was a settlement awarding the Member \$42,500 in back pay that had been improperly denied.**

In another case at L&I, a Member who had been inappropriately demoted approached Vice President Gigetts, who again filed a grievance on behalf of the Member. **The Member had their position restored, was awarded \$9,186 in back pay and was deemed to have been working out-of-class.** As a result of the Union's representation, the Member was made whole.

Not all cases involve restoring Members' back pay. The Union has also intervened to prevent significant and inappropriate disciplinary actions undertaken by overzealous departments. In two cases at the Health Department, Local 2187 President Bob Coyle was able to assist Members facing lengthy suspensions. One Member had been placed on a 30-day suspension with intent to dismiss, and

another had been placed on 20-day suspension. In both cases, **President Coyle's advocacy resulted in charges being dismissed and the suspensions being rescinded.**

Finally, President Coyle has looked out for the Union itself. When he discovered the City of Philadelphia had not kept records on a number of part-time physicians at the Philadelphia Health Department, all of whom had been part of the bargaining unit and received the benefits of Union representation, he filed a class action grievance against the City. His diligence resulted in the Union receiving \$8,885.82—the equivalent of the agency fees the Union would have been owed if the physicians had been fair share payers. Today, 15 of those physicians are full dues-paying Members of Local 2187!

These are just a few examples of the hard work by Local 2187's leadership. A more extensive listing of recent wins appears inside this newsletter.

## FLEX TIME AND ALTERNATIVE WORK SCHEDULES REMAIN A FOCUS FOR LOCAL 2187

**F**lex time and Alternative Work Schedules are becoming increasingly popular as our lives become more hectic and we become a more connected society. While many private sector workers have been able to take advantage of telecommuting and adaptable schedule for years, public sector employers have been slower to adapt.

As part of Local 2187's advocacy on behalf of its Members, our leadership has continued to explore opportunities to provide the City of Philadelphia's unionized workforce with the additional flexibility they need to balance

their work obligations with their family and personal responsibilities.

Inside this newsletter, you will find a summary of our new, three-year collective bargaining agreement, which includes a joint committee to study the feasibility and implementation of pilot programs to test Alternative Work Schedules, including a four-day work week, flex time, and telecommuting. These pilot programs will take place in three departments chosen jointly by the parties.

Some departments already offer Alternative Schedules. L&I offers workers flex time.

Certain Airport employees work a 4-day week during the summer. And as a result of recent Labor-Management meetings, three divisions at the Philadelphia Department of Public Health recently adopted flex time.

As we implement the new Collective Bargaining Agreement with the City and continue to engage in Labor-Management meetings across several departments, we will pursue opportunities to test and implement scheduling opportunities that meet our Members' needs while providing Philadelphia with an excellent municipal workforce.



# A MESSAGE FROM THE PRESIDENT, BOB COYLE

## Hard-fought Contract A Win for Union Members



**"In another significant win, we were able to negotiate a \$4 million contribution by the City to the Health & Welfare Fund over the life of the contract. There has not been an increase in payroll deductions for your health benefits in over 4 years, and because of this contribution by the City, we anticipate that there will not be an increase for another 2 years."**

### State of the Union – 2018

**A**fter a year of very difficult negotiations, I am pleased that on June 27th, the general Membership overwhelmingly ratified the tentative agreement reached by the negotiating team. The complete agreement is on the local's website, [www.afscme2187.org](http://www.afscme2187.org), but please allow me to summarize some of the major points in the contract.

By now, you should have received a check for \$800, which represents a \$500 bonus for a one-time change in the pension plan that doesn't go into effect until January 2019. The union also negotiated an additional \$300 lump sum payment in exchange for agreeing to withdraw Unfair Labor Practice (ULP) charges against the City for failure to provide information to the Union.

On July 1st, you received a salary increase of 2.5%, as well as a 3% increase effective July 1, 2017. By the end of July you will receive a back pay check for all hours worked, including OT from July 1, 2017 to June 30, 2018. You will then receive another 3% salary increase on July 1, 2019.

The City wanted significant changes to the pension plan and the negotiating team fought hard to successfully preserve the defined benefit pension plan you currently enjoy. This was a major issue in negotiations and the Union considers this a significant win! How many of your friends and family Members even have a defined benefit pension plan?

In another significant win, we were able to negotiate a \$4 million contribution by the City to the Health & Welfare Fund over the life of the contract. There has not been an increase in payroll deductions for your health benefits in over 4 years, and because of this contribution by the City, we anticipate that there will not be an increase for another 2 years.

The negotiating team was successful in establishing some benefits that we never had and increasing existing benefits. This is a good contract for all Local 2187 Members, and it's one of the better contracts we have negotiated in recent years.

Besides negotiating this contract, I've been very busy fighting for Members. I am in the midst of contract negotiations with the Philadelphia Parking Authority. I've been very successful in winning grievances and obtaining settlement agreements totaling over \$100,000 for Members in multiple departments.

I've been successful in gaining benefits for Members in various labor-management meetings, including having flex time established to three divisions in the Health Department: Environmental Services, Air Management Services, and Fiscal.

We've been using the Local's website to regularly communicate with Members, while distributing information more quickly and cost effectively. If you are not receiving email from the Local, please send your personal email address to me at [BCoyle@DC47.org](mailto:BCoyle@DC47.org), and I'll make sure you get on our listserv.

With the Supreme Court's disappointing and misguided ruling in the *Janus* case, the Local has developed an aggressive plan to have Members recommit to the Union while increasing Membership through other means.

I am as committed to fighting for the rights of every Member today as I was when I took the oath of office in December 2015. I am proud of the many accomplishments we have achieved to date, but in no way am I satisfied that our work is done. There is so much more to do. All Unions are under attack but none more than public employees. This is not my fight alone, or the executive board's fight, it is all of our fight. There is strength in numbers and my wish is that our recent successes will help those numbers grow so we may enjoy many more victories.

In Solidarity,

Robert Coyle, AFSCME Local 2187 President





On February 24, 2018, Union Members across the country showed solidarity with working families by taking part in a Working People's Day of Action.

The Philadelphia rally, held in Thomas Paine Plaza, was a chance for all of us to make our voices heard, to stand up for our right to organize, and to take a stand against so-called "right to work" policies that do nothing more than guarantee the right to work for less. The rally coincided with oral arguments in the *Janus* case, which the Supreme Court decided in June.

Several Members and Staff from DC 47 joined the rally, including (from left to right): Alonzo Knight, (DC 47 Staff); Perry Genevesi, Local 2187 Steward (Libraries); Yolanda Hunte, (Local 2187 Executive Board Member); April Gigetts (Local 2187 Vice President); and Dave Mora (Local 2187 Treasurer).

## LOCAL 2187 CONTACTS

| CONTACT                         | POSITION                 | E-MAIL                    | PHONE        |
|---------------------------------|--------------------------|---------------------------|--------------|
| <b>OFFICERS</b>                 |                          |                           |              |
| Bob Coyle                       | 2187 President           | bcoyle@dc47.org           | 215-370-5192 |
| April Gigetts                   | 2187 Vice President      | agigetts@dc47.org         | 215-421-4849 |
| Mike Bonetti                    | 2187 Union Agent         | mbonetti@dc47.org         | 215-833-0103 |
| Dave Mora                       | 2187 Secretary-Treasurer | dmora@dc47.org            | 267-230-6870 |
| Tammy Murphy                    | 2187 Recording Secretary | tmurphy@dc47.org          | 267-581-4005 |
| <b>EXECUTIVE BOARD AT-LARGE</b> |                          |                           |              |
| Adam Feldman                    | E-Board                  | afeldman2187@gmail.com    | 267-528-3857 |
| Mike Gardner                    | E-Board                  | mgardner2187@gmail.com    | 267-249-3990 |
| John Gossard                    | E-Board                  | jgossard2187@gmail.com    | 267-934-8110 |
| Cherone Hall                    | E-Board                  | cheronehall2187@gmail.com | 267-581-3985 |
| Yolande Hunte                   | E-Board                  | yhunte2187@gmail.com      | 267-581-4107 |
| Byron James                     | E-Board                  | byronjames2187@gmail.com  |              |
| Jesse Jordan                    | E-Board                  | jessejordan2187@gmail.com |              |
| Tim Pelletier                   | E-Board                  | tpelletier2187@gmail.com  | 267-581-4025 |
| David Wilson                    | E-Board                  | davidwilson2187@gmail.com | 703-999-6632 |
| <b>STAFF</b>                    |                          |                           |              |
| Judy Hoover                     | Staff                    | jhoover@dc47.org          | 267-237-1553 |
| Stephen Mora                    | Staff                    | smora@dc47.org            | 267-455-9265 |
| Cathy Scott                     | Staff Rep                | cscott@dc47.org           | 215-500-1414 |



## New Contract FAQs

The most frequently asked questions we've received about the new contract... and our answers.

### 1. ONE PHILLY

It is not known at this time if and when the One Philly program will be implemented. If it is, it will be implemented in its entirety, not piecemeal. Still, we have received a number of questions about the program. The most common are:

- Q. Are my overtime rights affected now?  
A. No.
- Q. Do I still get time and a half when I work overtime?  
A. When One Philly is implemented, you will get time and a half worked after 8 hours in a day. If you work between 7 ½ and 8 hours, you will get overtime at your straight hourly salary for that half hour.
- Q. Will my salary change?  
A. Your *annual* salary does not change, but you will have an increase in your hourly rate of approximately 6.67%. Presently, your salary is calculated on an 8-hour basis, even if you work a 7 ½ hour day. Under the new system, your salary will be calculated based on a 7 ½ hour day.
- Q. Will my department have to go on a 7 1/2 -hour workday schedule?  
A. No. Your department may still schedule more than a 7 ½-hour day, but they have to pay you for the time you work beyond 7 ½ hours.

### 2. LIFE INSURANCE

- Q. Does the increase to \$25,000 mean I'm limited in my life insurance benefit?  
A. No. You can still buy up to 1.5 times your annual salary in life insurance at a greatly reduced rate.

### 3. PENSION

- Q. Is the increase in my contribution to my pension happening every year?  
A. No. For current employees, the increase in the employee pension contribution depends on your salary. If you are in a salary bracket that will require an increase, that will happen one time only. The only exception will be for Members who go beyond their present salary range. In those cases, you may pay a little more in the year your salary increases. You can view the full table of salaries on the Local 2187 website.

# Our New, Three-Year Collective Bargaining Agreement:

## WHAT YOU NEED TO KNOW

On the next few pages, you will find selected highlights from our newly-ratified collective bargaining agreement with the City of Philadelphia. After a long—and sometimes contentious—negotiation with the City, our negotiating team came through with some big wins for the Union and for our members. One change you won't see listed is that this contract puts us back on the same negotiating cycle with District Council 33, increasing our negotiating strength in future contract talks.

## Some other victories include:

### YOUR PAYCHECK:

Over the life of the contract, which has an effective date of July 1, 2017, **you will receive an 8.5% pay increase**. This includes back pay that you will receive for all hours and overtime worked between July 1, 2017 and June 30, 2018. In addition, you will receive an **\$800 bonus**, which represents the City's concessions on a one-time change to the pension program and the Union's decision to withdraw Unfair Labor Practices charges against the city.

As you know, we have been able to avoid any increases to the payroll deduction for health and welfare over the past 4 ½ years. Based on the lump sum contributions to the health and welfare fund by the City, we anticipate there will be no increase in the employee payroll deduction for health benefits over the life of the contract. The contract contains several new benefits for Union members, and increases some existing benefits as well.

### INCREASED BENEFITS:

- The city will now provide, at no cost to you, a life insurance benefit of \$25,000 for each member. This is a 25% increase from the existing benefit in our prior contract.
- The annual **uniform allowance** is increased to \$200 for eligible full-time employees. Eligible part-time employees will receive up to \$100 annually.
- The **mileage allowance** is increased and brought into line with the IRS guidelines at the time mileage logs are submitted. For 2018, that means the mileage rate is increased to 54.5 cents per mile.

### NEW BENEFITS:

The negotiating team was able to secure a number of new benefits for members as part of the CBA. These changes recognize changes in all of our daily lives, and help Union members achieve a better work-life balance.

- **Funeral Leave:** With prior approval, an employee will now be able to take funeral leave in unusual circumstances where the employee cannot attend the funeral.
- **IVF Benefit:** Coverage for **In Vitro Fertilization** will be added to the Keystone Plan of benefits.
- **Alternate coverage rebate:** Employees who waive medical insurance coverage will receive a payment of \$36 each pay period (\$934 per year), as long as they provide proof of alternative medical coverage.
- **Comp Time for Essential Personnel:** Essential personnel will receive comp time for the days that they are declared essential. Employees who were declared essential between July 1, 2017 and June 30, 2018 will receive retroactive comp time. **We have a process to meet with the City to determine who is essential.**



July 2018



Dear Brothers and Sisters,

We are very pleased to announce that we have reached an agreement with the City of Philadelphia. After a year of difficult negotiations, we believe we have obtained a fair deal for members of Locals 2187 and 2186. **This brochure contains only the highlights.** The materials handed out at the ratification meeting contain the complete language of the contract.

Yours in Solidarity,  
Bob Coyle and Pam Robinson

## **HIGHLIGHTS OF MEMORANDUM OF AGREEMENT BETWEEN CITY OF PHILADELPHIA AND AFSCME DC47, LOCAL 2187 AND LOCAL 2186**

**1. TERM:** The Agreement shall be for a three (3), year period from July 1, 2017 through June 30, 2020.

### **2. WAGES**

- (a) Effective July 1, 2017, a three percent (3%) increase will be added to the steps of each pay range.
- (b) Effective July 1, 2018, a two and a half percent (2.5%) increase will be added to the steps of each pay range.
- (c) Effective July 1, 2019, a three percent (3%) increase will be added to the steps of each pay range.
- (d) All employees shall be paid through direct deposit or receive a “pay card.”
- (e) **A three hundred dollar (\$300) lump sum payment** subject to the rules applied by the parties to lump sum payments in the 2014 Memorandum of Agreement, payable within 30 days of ratification.

### **3. HEALTH AND WELFARE**

- a. The City will contribute \$4 million in lump sum payments to DC47 Health & Welfare Fund over the life of the contract.
- b. The City shall pay \$36/pay period to employees who waive medical insurance coverage under this agreement, provided the employee provides proof of alternative medical coverage.
- c. Effective as soon as possible following ratification, the copay for a visit to an urgent care center shall be \$40. Effective as soon as possible following ratification, the copay for a visit to an emergency room shall be increased by \$50.
- d. Effective as soon as possible following ratification, coverage for IVF, with benefits substantially similar to the City-Administered plan, shall be added to the Keystone Plan of Benefits.
- e. The City will continue to contribute \$50,000 per year to the Fund to continue the Workplace Violence Prevention Program.

**4. PENSION**

- (a) **CURRENT EMPLOYEES:** contribution increases **January 1, 2019** on the following tiers:

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

- (b) **NEW EMPLOYEES:** Stacked Hybrid
- (i) Employees hired after the date of the contract ratification will be required to enter a stacked hybrid plan.
  - (ii) The stacked hybrid would have a defined benefit portion with benefits equivalent to the existing Plan Y (Plan 87) up to a pay limit (defined benefits up to earnings capped at **\$65,000**).
  - (iii) Employees can also voluntarily participate in the defined contribution portion. For each plan year, the City shall make a contribution to the member's account equal to fifty percent (50%) of the member's contribution. In no event shall the City's annual contribution exceed one-and-one half percent (1.5%) of the member's annual compensation.
  - (iv) Plan 10 will be closed for new enrollment.
- (c) Within 30 days of the effective date of the ordinance implementing the pension changes described in paragraphs (a) and (b) of this Section, bargaining unit employees who are covered by the terms of the ordinance will receive a **five hundred dollar (\$500) lump sum payment**.
- (d) DC 47 represented employees who currently participate in Plan 10 will have the option to make a one-time, irrevocable election within 90 days of the effective date of the ordinance implementing paragraph (b) of this portion of the Agreement to enter the stacked hybrid plan.

**5. LIFE INSURANCE**

Effective July 1, 2018, the City shall provide \$25,000 life insurance for all employees within the bargaining unit.

**6. OVERTIME RATES**

Overtime rates for the following classifications will be raised as follows:

- Building Plans Examination Engineer 1 – EP20
- Building Plans Examination Engineer 2 – N21
- L&I Construction Compliance Supervisor – N18
- Forensic Scientist IV – EP21

**7. CLOTHING ALLOWANCE**

Effective July 1, 2018, eligible full-time employees in positions currently entitled

to a clothing allowance will receive an annual clothing allowance of up to \$200. Eligible part-time employees in positions currently entitled to a clothing allowance will receive an annual clothing allowance of up to \$100.

**8. MILEAGE ALLOWANCE**

The rate of mileage allowance shall be the same as the IRS rate of reimbursement in place at the time that travel has occurred.

**9. FUNERAL LEAVE**

New language allows employees to take funeral leave in unusual circumstances where an employee cannot attend the funeral.

**10. ESSENTIAL EMPLOYEES**

Essential employees who report for duty will receive compensatory time for all hours they are required to work on an hour-for-hour basis. City has discretion to use this Section in the event of non-weather emergencies. Four pending grievances resolved.

**11. LEGAL SERVICES FUND**

Beginning July 1, 2017, the City will contribute \$15.00 per employee per month to the Union's legal services fund.

**12. EXEMPT EMPLOYEES**

Within thirty 30 days of ratification, the Parties agree to create a Joint Committee comprising three (3) representatives appointed by the Union and three (3) representatives appointed by the City. Within thirty 30 days of its appointment, the Committee will begin meeting to review the work of exempt employees in OIT.

**13. ALTERNATIVE WORK SCHEDULES**

Joint Committee created to study the feasibility and implementation of Pilot Programs of Alternative Work Schedules, including a four-day work week, flex time, and telecommuting in three (3) departments chosen jointly by the parties.

**14. TRAINING COMMITTEE**

A joint labor-management committee shall be established to discuss employee training opportunities. The Committee may also discuss training and education to maintain job required credentials, continuing education credits, opportunities for employees related to career development, other educational opportunities for bargaining unit members, and internships and apprenticeships. Bargaining unit members will be eligible to participate in City-wide training programs subject to approval of the appointing authority or designee.

**15. SICK LEAVE**

Hourly medical personnel who are regularly employed shall earn sick leave at the rate of one (1) hour for every 40 hours worked, not to exceed five (5) days (37.5 hours) of sick leave in a calendar year.

**16. DRUG AND ALCOHOL POLICY**

a. In Section III, the definition of a "positive test result" shall be amended to reflect the language currently in Appendix 2: "Refusal to cooperate or submit to a drug



or alcohol test will result in a positive test result.”

- b. In Section VIII: All records related to the employee’s use of an Employer/Union EAP will be maintained with the strictest confidentiality in accordance with medical, legal and ethical standards.

**17. GRIEVANCE PROCEDURE** – Non-substantive changes to grievance procedure.

**18. REDESIGNING GOVERNMENT INITIATIVE** – Will continue for the term of this Agreement.

**19. SIDE LETTER**

Language regarding psychological injuries as the result of a work related injury is now a Side Letter to this Contract.

**20. ONE PHILLY**

Parties agree to changes in payroll system resulting in most employees receiving a raise in pay. Implementation is anticipated sometime in 2019, resulting in employees being paid on a 7½ hour day rather than an 8 hour day. This will not change your annual base salary, but will raise your hourly rate of pay. You will be paid in 6-minute increments instead of 30-minute increments. This pay system will not go into effect until all of the implementation issues are resolved.

**21. CHILD PROTECTIVE SERVICES LAW**

Employees found indicated under CPSL may be transferred or detailed to another position. Such employees will be paid at the pay rate of the new position.

**22. GRANT-FUNDED POSITIONS**

OIT and Library deleted from this language. All other contract language remains the same.

**23. CONTINUITY OF BENEFITS**

Except as modified by the agreement, all terms and conditions of the collective bargaining agreement between the City and District Council 47 Locals 2186 covering the period July 1, 2009 through June 30, 2017, which do not contain specific expiration dates, shall remain in full force and effect for the term of this agreement, July 1, 2017 through June 30, 2020.

# Freeloading or Free Speech?

The Supreme Court's *Janus* Decision Is An Attack On Your Rights and Your Union

On July 27, 2018, the U.S. Supreme Court issued its decision in *Janus vs. AFSCME Council 31*. In a politically motivated and vitriolic decision, Justice Samuel Alito wrote the majority opinion for the 5-4 court, finding that the charging of fair share fees to non-members represented by public sector unions violated the plaintiff's First Amendment rights.

As we are sure you know, union dues and fair share fees enable our Local to negotiate your wages, benefits and working conditions, and to fight for you when the City violates your rights or improperly disciplines you or your fellow employees. Based on *Janus*, and in fact in anticipation of this decision, AFSCME International and Local 2187 have embarked on an aggressive program to get our bargaining unit members to "Re-UP"—to sign new dues deduction cards and to reaffirm their support for the only organization fighting for your rights. When an officer or staff member of the Local contact you, please sign the card and join in our collective effort to protect our rights.



## Honoring Three Great Careers!



Iris Chase-Hayes at her retirement party.



Local 2187 Members Debbie Mackey-Hill (L) and Antoinette DiFrancesco celebrate Debbie's retirement after a long career at the Revenue Department.



Local 2187 Executive Board Member and Secretary-Treasurer honors Kim Thome, Chief Steward at Water Revenue. Kim retired earlier this year.



# VICTORIES

The Local regularly represents our Members in the grievance process. Some recent victories include:

## Department of Human Services

- The Local was able to negotiate reduced, 5-day suspensions for ten Members facing 15-day suspensions ahead of a hearing in front of a full disciplinary panel—where a commissioner could have imposed stronger penalties. Because of the negotiated settlement, the Members were able to avoid the hearing.
- The Local negotiated 10-day suspensions for two Members who were facing 20-day suspensions. The negotiated settlement also meant the Members were not required to appear before a full disciplinary panel, where the commissioner has the authority to increase the penalty.
- One Member received a negotiated settlement offer of a 3-day suspension—reduced from a 10-day suspension—in lieu of going to a full disciplinary panel.
- Union leadership negotiated a 20-day suspension in lieu of a 30-day suspension with the intent to dismiss.
- Two Members received negotiated settlement offers of a 30-day suspension in lieu of termination.
- One Member received no suspension time at a full panel hearing.

## Department of Public Health

- With the assistance of Local 2187 leadership, a Member was awarded \$5,900 for having been required to work out-of-class
- Two Members received overtime compensation that had previously been denied.
- Because of the Union's representation, charges against a Member were dismissed with no discipline. The Member had been facing a 30-day suspension with the intent to dismiss.
- The Local successfully negotiated the overturning of a Member's termination.

## Prisons Department

- Unfair Labor Practices settlement
  - Written warnings for three Members were rescinded.
  - A three-day suspension was rescinded and the Member's time restored.

- A 10-day suspension was rescinded with the Member's time restored.
- A verbal warning rescinded.
- A negative performance evaluation rescinded and removed from a Member's file.
- A suspension was rescinded, and the Member was issued back pay.
- A lost time issue was settled, and time was restored to the Member.
- A Member whose pay had been withheld during Jury service had their pay restored.

## Philadelphia Fire Department

- As the result of a settlement agreement, a member's suspension was reduced and back pay restored.

## Department of Licenses and Inspections

- A Member received a \$1,000 credential base pay bonus that had previously been denied.
- As the result of a grievance filed by Local 2187 Vice President April Gigetts, a member received who had improperly been removed from overtime eligibility received \$42,500 in back pay.
- Vice President Gigetts also fought to restore \$9,186 to a Member who had been demoted inappropriately. The member was restored to their proper position and they received back pay.

## Revenue Department

- A Member received a retroactive promotion and back pay.

## Step IV Settlements

- A Member in the Streets Department was removed from the sick abuse list.
- A Member from the Prisons Department was granted "E" time for educational leave; the member's vacation time was also restored.
- A Member at OIT had their suspension rescinded and time and pay restored.
- A Member in the City Controller's office had a written warning rescinded.

## LOCAL 2187 EXECUTIVE BOARD & STAFF ASSIGNMENTS

| DEPT# | DEPARTMENT NAME/DIVISION          | CHIEF STEW/EX BD | STAFF REP     |
|-------|-----------------------------------|------------------|---------------|
| 4     | OIT                               | John Gossard     | Dave Mora     |
| 11    | Police                            | Tim Pelletier    | Bob Coyle     |
| 12    | Streets                           | April Gigetts    | Dave Mora     |
| 12    | Streets- Survey                   | Alzeta Boyer     | Dave Mora     |
| 13    | Fire                              | Tim Pelletier    | Dave Mora     |
| 14    | Health- 1101 Market               | Dave Mora        | Bob Coyle     |
| 14    | Health- Air Management            | Yolande Hunte    | Bob Coyle     |
| 14    | Health- Ambulatory Health         | Yolande Hunte    | Bob Coyle     |
| 14    | Health- Disease Control           | Yolande Hunte    | Bob Coyle     |
| 14    | Health- EHS                       | Yolande Hunte    | Bob Coyle     |
| 14    | Health- MEO/Lead                  | Yolande Hunte    | Bob Coyle     |
| 15    | Behavioral Health                 | John Gossard     | Dave Mora     |
| 16    | Parks & Recreation                | Dave Mora        | Bob Coyle     |
| 20    | Public Property                   | Byron James      | April Gigetts |
| 22    | DHS- 1515 Arch: 2,3,4,7 FL.       | Cherone Hall     | Mike Bonetti  |
| 22    | DHS- 1515 Arch: 5,6,8,9 FL. & CUA | David Wilson     | Mike Bonetti  |
| 22    | DHS- One Penn Center: 10th FL.    | Cherone Hall     | Mike Bonetti  |
| 22    | DHS- Community Umbrella           | David Wilson     | Mike Bonetti  |
| 22    | DHS- Juvenile Justice Sys         | Tammy Murphy     | Mike Bonetti  |
| 23    | Prison System- ASD                | Greg Batson      | Cathy Scott   |
| 23    | Prison System- CCC                | Tammy Murphy     | Cathy Scott   |
| 23    | Prison System- CFCF: A & B        | Greg Batson      | Cathy Scott   |
| 23    | Prison System- CFCF: C & D        | Tammy Murphy     | Cathy Scott   |
| 23    | Prison System- DC                 | Greg Batson      | Cathy Scott   |
| 23    | Prison System- HOC                | Greg Batson      | Cathy Scott   |
| 23    | Prison System- PICC               | Tammy Murphy     | Cathy Scott   |
| 23    | Prison System- RCF                | Tammy Murphy     | Cathy Scott   |
| 24    | OHS                               | Jesse Jordan     | Mike Bonetti  |
| 25    | Fleet Management                  | April Gigetts    | Dave Mora     |
| 26    | Licenses & Inspections            | April Gigetts    | Cathy Scott   |
| 28    | Water- 1101 Market                | John Gossard     | Dave Mora     |
| 28    | Water- Labs                       | John Gossard     | Dave Mora     |
| 31    | Records                           | Tammy Murphy     | Dave Mora     |
| 32    | Historical Commission             | April Gigetts    | Cathy Scott   |
| 35    | Finance                           | Dave Mora        | Cathy Scott   |
| 36    | Revenue                           | Jesse Jordan     | Dave Mora     |
| 38    | Procurement                       | John Gossard     | Mike Bonetti  |
| 40    | City Treasurer                    | Jesse Jordan     | Mike Bonetti  |
| 41    | Commerce                          | Tammy Murphy     | Dave Mora     |
| 42    | Airport                           | April Gigetts    | Bob Coyle     |
| 42    | Commerce/MBEC                     | April Gigetts    | Dave Mora     |
| 44    | Law (City Solicitor)              | Cherone Hall     | Cathy Scott   |
| 51    | City Planning                     | April Gigetts    | Cathy Scott   |
| 52    | Library- Central                  | Perry Genovesi   | Cathy Scott   |
| 52    | Library- Regionals/Branches       | Adam Feldman     | Cathy Scott   |
| 53    | Board of Pensions and Retirement  | Tammy Murphy     | Cathy Scott   |
| 54    | Human Relations Commission        | Tammy Murphy     | Mike Bonetti  |
| 56    | OHR                               | April Gigetts    | Bob Coyle     |
| 59    | Office of Property Assessment     | Tammy Murphy     | Mike Bonetti  |
| 61    | City Controller                   | April Gigetts    | Cathy Scott   |
| 69    | District Attorney's Office        | April Gigetts    | Mike Bonetti  |
| 70    | Sheriff                           | Byron James      | Dave Mora     |
| 73    | City Commissioner's Office        | Mike Gardner     | Bob Coyle     |
| 98    | Philadelphia Housing Authority    | April Gigetts    | Mike Bonetti  |
| 99    | Philadelphia Parking Authority    | Mike Gardner     | Cathy Scott   |

## Library Members recognized for Innovation and Service to the Community

Three Members of Local 2187 working at the Free Library have earned major recognition for their service to the community and the innovative programs they have developed for Philadelphia residents.

**Free Library Steward Perry Genovesi** was named “Best of Philly” after initiating a musical instrument lending program. The program allows anyone with a Philadelphia library card to borrow instruments—including guitars, basses, mandolins and ukuleles—for up to three weeks at no charge.

In March of this year, *Library Journal* named Member **Chera Kowalski** to its list of “Movers and Shakers” for her interventions into the opioid epidemic, centering around McPherson Square Neighborhood Library.

“Adult/teen librarian Chera Kowalski has stepped in to save lives,” *Library Journal* reported. “In 2017 alone, she revived six people from opioid overdose by giving the nasal spray drug Narcan, which reverses the unconsciousness and repressed respiratory function that accompanies overdose.”

Chera and Local 2186 Member Erin Hoopes were also recognized for innovative teen programming at the Free Library.

And finally, new Library Steward **Link Ross** was recognized by Billy Penn (online) in an article titled, “Who’s Next Public Service: 19 Young Philadelphians With a Passion for Doing Good.”

“Combining their love of cycling, for library sciences, and education, Link Ross sought out a grant for—and created from scratch—the Free Library Book Bikes program in 2016,” the article said. The Book Bikes are essentially mobile libraries that bring books and other resources to schools, communities and events all over Philadelphia.

Congratulations to all of our Members who continue to earn accolades around Philadelphia and beyond!

# EXHIBIT 4



**CONSENT TO BECOME PARTY PLAINTIFF IN FLSA ACTION**  
**FILED PURSUANT TO 29 U.S.C § 216(b)**

Pursuant to 29 U.S.C. § 216(b), the undersigned employee hereby gives their consent to become a party plaintiff in a court action against the City of Philadelphia seeking overtime pay and other relief under the Fair Labor Standards Act in accordance with a confidential agreement executed and/or agreed to by the undersigned for such purpose.

Name: \_\_\_\_\_  
Last Name First Name Middle Initial

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [City of Philadelphia Implemented Flawed Payroll Software, Failed to Pay Overtime, Suit Says](#)

---