

June 2018



Dear Brothers and Sisters,

We are very pleased to announce that we have reached a tentative 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 complete language of the tentative Agreement.



Yours in Solidarity,

Bob Coyle and Pam Robinson

### **HIGHLIGHTS OF MEMORANDUM OF AGREEMENT BETWEEN CITY OF PHILADELPHIA AND DC47 LOCAL 2187 AND 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 with 30 days of ratification.
3. **HEALTH AND WELFARE**
  - a. The City will contribute \$4 million dollars in lump sum payments to DC47 Health & Welfare Fund over the life of the contract.
  - b. The City shall pay \$36/pay 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:

Annual Salary (excluding OT)	Additional Pension Contribution
\$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 would 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 (receive 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 would 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 which are currently entitled to a clothing allowance will receive an annual clothing allowance of up to \$200. Eligible part-time employees in positions which are 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 employee cannot attend 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 comprised of 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 (4) 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 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 Contract.

20. **ONE PHILLY**

Parties agree to changes in payroll system resulting in most employees receiving a raise in pay. Implementation 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 the 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.