

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF PHILADELPHIA AND
DC47 LOCAL 2187**

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

2. Redesigning Government Initiative

The Redesigning Government Initiative will continue for the term of this Agreement.

3. 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. An employee who recognizes that a substance problem is causing distress in his/her life, and /or impacting his job performance, should call the Employer/Union Employee Assistance office or a health provider.

4. Life Insurance

Basic Coverage: Effective July 1, 2018, the City shall provide, at no cost to the employee, \$25,000 life insurance for all employees within the bargaining unit who are otherwise entitled to such coverage.

5. Legal Services Fund

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

6. 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.

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. Effective July 1, 2018, 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. Grievance Procedure

a. The Union will deliver copies of all settlement agreements signed by the grievant, if applicable, and the Union to the Mayor's Office of Labor Relations. The

agreement shall be signed by the Mayor's Office of Labor Relations within ten (10) working days of delivery. A fully-executed copy of the agreement shall be delivered to the Union within three (3) working days after being signed. The time for the City to implement the terms of any settlement agreement shall not begin to run until it is delivered to the Union. Delivery may be effectuated by email. Upon request, the Mayor's Office of Labor Relations shall provide status updates to the Union regarding payment of settlements.

- b. Step III of the grievance procedure shall be amended from "Personnel Director" to "Departmental HR Manager."
- c. Step IV of the grievance procedure shall be amended from the "Personnel Director" to the "Director of Labor Relations."

9. 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.

10. Side Letter

DC 47 and the City agree to a Side letter that provides as follows:

The current practice of dealing with psychological injuries, including consultation with City medical personnel, shall continue in effect during the life of this contract.

Employees who request counseling as a result of an incident or situation at work, and who did not experience a physical injury, will complete an injury report form (COPA II), and will be referred to the Medical Director of the MEU who will determine: 1) that the employee should be referred to the Employee Disability third-party-administrator who will arrange an appointment with an appropriate provider, or 2) that the employee should be referred to their own doctor for treatment, or 3) the request for treatment should be dismissed.

Employees who are physically injured at work and who also request psychological counseling will be evaluated by the City's treating physician regarding their need for psychiatric/psychological intervention. The Nurse Case Manager at the Employee Disability third-party-administrator will make appropriate care arrangements. If the employee's request is denied, the employee may file an appeal with the Civil Service Commission or contest the denial through the Workers Compensation process.

11. Funeral Leave

In the event that there is a death in the immediate family of an employee, consisting only of spouse, spousal equivalent, parents, mother-in-law, father-in-law, children, brother or sister, grandparents or grandchildren, such employee shall be granted a four (4) days' leave of absence with full pay, provided the employee attends the funeral services except in unusual circumstances subject to advance approval of the Departmental Human Resources Manager or designee. At the City's option, eligibility for spousal equivalent leave may require satisfaction of the standards set forth in the Administrative Board Rules. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

12. Alternative Work Schedules

The Parties agree to create a Joint Committee of six (6) people, three (3) appointed by the Union and three (3) appointed by the City. The Committee will be appointed within thirty (30) days of ratification of this Agreement. The Committee will study the feasibility and implementation of Pilot Programs of Alternative Work Schedules, including by way of example but not limitation a four (4) day work week, flex time, and telecommuting in three (3) departments chosen jointly by the parties within three (3) months after the Committee is appointed. The Committee shall make recommendations on its work within four (4) months after the decision is reached on the departments which are the subject of the study.

If either party is not satisfied with the recommendations of the Committee, those concerns will be referred to the Labor Management Steering Committee by the Joint Committee.

Such pilots will not continue beyond six (6) calendar months unless both parties mutually agree to such extension.

13. 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. The Committee shall meet regularly as determined by the Committee at least one time per month in order to carry out its mandate. The Committee shall make recommendations regarding its work by no later than 6 months after the Committee is appointed.

If the Union is not satisfied with the recommendations of the Committee, those concerns may be addressed to the Labor Management Steering Committee within thirty (30) days of the recommendations.

14. Wages

- (a) Effective July 1, 2017, there shall be a three percent (3%) increase in each step of each pay range in the District Council 47 pay plan.
- (b) Effective July 1, 2018, there shall be a two and a half percent (2.5%) increase in each step of each pay range in the District Council 47 pay plan.
- (c) Effective July 1, 2019, there shall be a three percent (3%) increase for each step in each pay range in the District Council 47 pay plan.
- (d) All employees shall be paid through direct deposit or receive a "pay card" instead of a live paper check. Once the City has the ability to provide employees with electronic access to their payroll information (through an employee self-service module), there will no longer be paper stubs issued.
- (e) In exchange for the Union's withdraw of Unfair Labor Charge numbers PERA-C-18-19-E and PERA-C-15-132-E, bargaining unit employees who are actively employed on the date of ratification will receive a ~~two hundred fifty dollar (\$250) lump sum~~ ^{three hundred (\$300) lump sum} payment subject to the rules applied by the parties to lump sum payments in the 2014 Memorandum of Agreement. This payment will not be added to employees' base pay rate. Bonuses for part-time employees shall be paid in accordance with the parties' practice from 2014. This payment will be made within thirty (30) days of ratification of this agreement.

15. One Philly

Upon implementation of the OnePhilly Program, the City has the right to do the following upon providing the Union with 60 days' notice and the collective bargaining will be modified as necessary to carry out these changes. Problems regarding implementation will be discussed with the Union, provided, however, that no other changes will be made to the collective bargaining agreement as a result of the implementation of the OnePhilly program.

(a) Hours of Work:

- (i) The workday for all employees (shift and non-shift) will be 7.5 hours for pay purposes.
- (ii) Pay will be calculated based on hours worked multiplied by an hourly rate. The current value of an employee's "daily rate" is not impacted by this change. To determine the hourly rate, the daily rate will now be divided by 7.5, instead of 8. This means that hourly rates will be increased so that an employee earns the same amount in a day as was earned prior to this change.
- (iii) The hours of work for employees working a "Pilot Work Schedule" (either 9.5 hours or 10 hours- 4 days per week) will be in accordance with their pilot work schedule.

(b) Leave Time:

- (i) All leave time will be earned based on a 7.5 hour day.
- (ii) All leave time, with the exception of Administrative Leave, will be tracked in 6 minute intervals. A full day of leave will be 7.5 hours.
- (iii) Current leave balances will be converted from days to hours based on a 7.5 hour workday.
- (iv) Employees working a "Pilot Work Schedule" (either 9.5 hours or 10 hours- 4 days per week) will earn leave time based on 7.5 hour alignment. Rules will be changed to reflect leave usage needed to cover a full shift. Administrative Leave days for this group of employees will be converted to 32 hours and will be permitted to be used in blocks of two.

(c) Overtime:

- (i) Overtime will no longer be rounded to the half-hour.
- (ii) Employees will be paid at the overtime rate for all time worked after 8 hours in 6 minute increments, in accordance with existing overtime rules. Employees will be paid at the overtime rate for all time worked after 10 hours in 6 minute increments, in accordance with existing overtime rules, for employees working a Pilot Work Schedule. Time intervals less than 6 minutes will be rounded at the 3 minute mark.
- (iii) Employees will be paid at straight time for the time worked between 7.5-8.0 hours in a workday. Employees will be paid at straight time for the time worked between 9.5 and 10 hours for employees working in a Pilot Work Schedule.
- (iv) Employees will no longer be able to choose to earn compensatory time and overtime in the same weekly period. Employees will have to elect one or the other on a weekly basis.

(d) Time Tracking:

- (i) All employee time will be tracked in 6 minute intervals, including for purposes of lateness. Time intervals of less than 6 minutes will be rounded at the 3 minute mark.

- (e) All pay practices that do not conform to the requirements of the civil service regulations and collective bargaining agreement will be abolished.

16. Pension

(a) Tiered employee contribution rates:

- i. The City will create a tiered contribution structure based on pay ranges. The tiered structure will be progressive so that the more an employee earns, the higher the contribution rate will be. Contribution rates will be based on annual salary (excluding overtime), and actual contributions will

continue to be based on a member's total pensionable earnings (includes overtime for DC47, which is not a change from the current practice).

- ii. The first contribution tier will be the current contribution rate and not require any change. The contribution rate changes will be as follows:

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%

January 1, 2019
~~July 1, 2018~~

- iii. The tiered contribution rates will go into effect on ~~July 1, 2018~~.

(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 subject to the rules applied by the parties to lump sum payments in the 2014 Memorandum of Agreement. This payment will not be added to employees' base pay rate. Bonuses for part-time employees shall be paid in accordance with the parties' practice from 2014.
- (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. Employees who elect this option will be required to pay the cost of purchasing their service from their date of entry into Plan 10 up to the date they enter the stacked hybrid plan and will be subject to the terms of the stacked hybrid plan.

17. Health and Welfare

- a. The City will contribute \$50,000 to the AFSCME DC 47 Health and Welfare Fund within 30 days of ratification to continue the Workplace Violence Prevention Program. The City will contribute \$50,000 to the AFSCME DC 47 Health and Welfare Fund for this purpose on July 1, 2018 and July 1, 2019.
- 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. Stop Loss

The health fund will purchase stop loss insurance at levels appropriate for the fund's claims experience and at an attachment point acceptable to the City. The cost of such insurance shall be borne by the City when submitted for payment consistent with the procedures of paragraph (d). Consistent with the calculation of employee contributions herein, stop loss shall be included in the calculation of administration costs. If more economical to do so, the health fund may purchase stop loss under the umbrella of the City's stop loss contract or through coalition pricing with the City.

- f. The City will make a one-time lump sum payment to the DC 47 Health Fund of \$1.5 million within 30 days following ratification of the Memorandum of Agreement. The City will make a one-time lump sum payment to the DC 47 Health Fund of \$1.5 million on July 1, 2018. The City will make a one-time lump sum payment to the DC 47 Health Fund of \$1 million on July 1, 2019.

18. Child Protective Services Law

- (a) If an employee subject to the CPSL has provided written notice of an arrest or disqualifying offense charged under the CPSL or is named as a perpetrator in a CPSL indicated report, the employee may be temporarily transferred or detailed into another position for which he/she is qualified. An employee transferred or detailed into a position

as a result of an indicated report under the Child Protective Services Law, will be paid in accordance with the pay range for the class in which they are temporarily transferred until the appeal process is completed. The City will attempt to transfer the effected employee to a DC47 represented position for which he/she is qualified. An employee who fails to provide such written notice shall be subject to discipline, up to and including discharge.

(b) Subject to rules established by the Civil Service Commission, in the event that an employee in a position covered by the Child Protective Service Law can no longer work in that position on a permanent basis due to a disqualifying offense, the City will attempt to place the employee in another available position for which the employee is qualified. If the employee is not placed into a vacancy for which the employee is qualified, the employee may be discharged.

(c) If an employee is placed in a new classification under Section (b) above, the employee must serve a six (6) month probationary period in the new position. If the employee does not successfully complete the probationary period in the new classification, the employee will be immediately separated from employment with the City.

19. Grant funded positions

During the term of this contract, the City and the Union are to continue the pilot program in the Health Department which was initiated in 2008 contract to promote efficient operations in grant funded projects. This program will be monitored by the Union, the Health Department, the Director of Human Resources, and the Civil Service Commission.

When it is necessary to hire additional employees to perform bargaining unit work under grant funded projects, and it is anticipated that employees will work more than six (6) months but less than three (3) years (provided that if the term of the initial grant is for more than three (3) years, then this provision will extend for the term of the grant up to a maximum of five (5) years), and be terminated at the end of the grant, the City may hire such employees as limited term non-civil Service employees. The Director of Human Resources and the Civil Service Commission will decide which positions may be included in the program, and the classification and pay rates of the positions.

Employees in the program will be subject to the following terms and conditions of employment:

- Employees will be represented by the appropriate local of District Council 47, including representation through the grievance procedure.
- Only disciplinary discharges will be subject to arbitration. No other matter will be processed through the grievance and arbitration process.
- If an employee is reinstated after arbitration, any remedy, including back pay, may not exceed the term of the grant.

- Employees will receive health medical coverage, life insurance, and Pension and leave benefits as provided under the current collective bargaining agreement.
- Employees will be subject to dues deduction and/or agency fee provisions of the appropriate local.
- Notwithstanding paragraphs A (3)-(7), B and C of No-Layoff clause of the Collective Bargaining Agreement the City shall have no obligations in connection with lay off of employees employed under this program.

Employees in the program will be permitted to compete for open competitive tests. If an employee is appointed from an open competitive list immediately after having worked in a limited term non-Civil Service grant funded position, the previous employment shall be credited as continuous City service. If the appointment is to an identical position within the Health Department and the previous employment was more than 6 months, the employee will be considered to have completed the required probation of the position appointed to.

20. Essential Employees

Within thirty (30) days of ratification of this Agreement, a Committee comprised of three (3) representatives of the Union and three (3) representatives of the City shall meet with the office of the Managing Director and the office of the CAO to discuss issues relating to the use, discipline, designation, and compensation of essential employees.

The City has the sole discretion to declare employees as essential personnel. During weather emergencies, the City may make a determination to close administrative offices or reduce services.

Compensation for Employees designated as Essential

If administrative offices are closed by the City as a result of a weather emergency for a full business day, and non-essential employees are informed that they do not need to report for duty, employees declared to be essential by their Appointing Authority who report to work shall receive, in addition to their regular pay, compensatory time on an hour for hour basis for each hour they are required to work during their normally scheduled shift. Departments may elect to pay cash compensation, in lieu of compensatory time, on an hour for hour basis for all hours worked during an employee's regularly scheduled shift. The Appointing Authority must make the decision whether to pay cash or provide compensatory time on a department-wide basis within the pay period of the weather event. The department will notify employees if cash compensation will be paid on an hour for hour basis in lieu of compensatory time.

Any compensatory time earned under this policy will be placed in a separate leave bank on the employee's behalf, that must be used by June 30th of each fiscal year

or the accumulated time will be forfeited. Compensatory time earned under this policy is not eligible for a cash-out option.

The Administration, at its discretion, may use this Section in the event of non-weather emergencies requiring closure of City administrative offices.

Compensation days accrued between April 1 and June 30 will be entered effective July 1 of that calendar year.

21. 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.

22. 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 Local 2187 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.

City of Philadelphia:

District Council 47, Local 2187:

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