

December 9, 2021

**CONTRACT SETTLEMENT AGREEMENT.**

This 9th day of December, 2021, The Philadelphia Parking Authority (“Employer” or “Authority”), and AFSCME District Council 47, Local Union 2187 (“Union”) agree to the following contract provisions, subject to ratification by the Authority’s Board and the bargaining unit employees:

1. Expiration – August 31, 2025
2. Economic Settlement:
  - a. Wage Rates – Article XIV, Section A.1:
    1. COLA
      - a. Effective September 1, 2021, there shall be a 3.25% COLA
      - b. Effective September 1, 2022, there shall be a 3% COLA
      - c. Effective September 1, 2023, there shall be a 3.5% COLA
      - d. Effective September 1, 2024, there shall be a 3% COLA

- b. Signing Bonus –Article XIV, Section A.2:

Within thirty days of the ratification of this Agreement a lump sum payment of \$1,500.00 shall be paid to all employees covered by the Agreement. Such lump sum payment shall not be included in the employee’s base pay. An employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status of the date of the payment, will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.

- c. One-Time Payment Incorporated into Base Pay – Article XIV, Section A.3:

Following ratification, a one-time payment of \$260.00 shall be incorporated into the base pay of all permanent full-time, non-probationary Accounts Payable Processing Technicians, Operations Analyst I, Operational Analyst II, Operational Analyst III, Parking Investigators, Revenue Analyst I, Revenue Analyst II, Safety Officer, TLD Inspectors, TLD Analysts and TLD Processing Specialists.

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d. Health and Welfare Plan – Article VX – Modify Sections A, C and D:

A. The Authority shall contribute to the Union’s Health and Welfare Fund at the rate of \$1606.92 per employee per month effective September 1, 2021 through August 31, 2024. The Union will continue with the fully insured model for the benefit year 2022; the benefits year is based on a calendar year. The Authority and the Union will evaluate the costs of the present level of benefits in a self-insured model as opposed to a fully insured model no later than September 30, 2022 to determine the model to be used for 2023 calendar year benefits. All issues related to transitioning to a self-insured model will be addressed in these discussions which will include the employer responsibility for claims incurred which includes cost of stop loss insurance coverage and administrative costs, invoices, and timely payment of claims. In no instance will this evaluation reduce the current level of benefits. It is agreed and understood that neither party has any obligation to transition to a self-insured model based on this evaluation. If there is no change from the fully insured model, the Authority shall contribute to the Union’s Health and Welfare Fund at the rate of \$1687.21 effective September 1, 2024 through August 31, 2025.

\* \* \*

C. The said Fund shall provide to each bargaining unit participant of the Authority, at a minimum, the same level of benefits as is provided by the Authority to employees in the Authority plan, which includes health insurance, including, but not limited to hospitalization, major medical coverage, dental insurance, optical insurance, prescription benefits, and Employee Assistance Program. In addition, the Fund provides a hearing aid benefit and Guardian Nurses services. These benefits are provided to each full-time employee pursuant to the terms set forth in the Fund’s plans descriptions.

D. Any employees who participated in the Authority’s Health and Welfare Plan as of ratification of this Agreement will be transitioned to the Union plan no later than March 1, 2022.

3. Contract Language:

a. Employee Rights – Modify Article V, Section A:

A. Employees in classes represented by District Council 47 shall have the right to examine their departmental personnel file once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a

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grievance case, retirement, inter-department transfer or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the department's normal business hours. Prior appointment is required and said examination must be performed in the presence of a designated witness. The employee may take written notes but shall not be permitted to remove any documents. Making duplicate copies of documents, paper or electronic, shall be at the discretion of the department. The removing of any documents from the file shall be a disciplinary offense.

b. Grievance and Arbitration Procedure – Modify Article XIII, Section D, Step One:

Step One: The Union Steward shall discuss a grievance with a Manager in the appropriate chain of supervision. If the grievance is not informally resolved the Union must within ten (10) days after the occurrence giving rise to the alleged violation or within ten (10) days after the employee knew or had reason to know of the event giving rise to the grievance submit the grievance in writing on the approved form to the Manager. The Manager shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond, the Union shall be responsible for processing the grievance to Step Two at the end of the above time period.

c. Health and Welfare – Modify Article XV, Section D:

D. Each full-time employee who is eligible for retirement under the applicable retirement plan and who terminates her/his employment after ten (10) years of continuous service to immediately become pensioned under the City of Philadelphia Municipal Retirement Plan, shall receive five (5) years of health and welfare coverage.

d. Sick Leave – Modify Article XIX, Section B.1:

1. An employee who is unable to report to work due to bona fide illness or injury must contact the designated authority between ten (10) hours and one (1) hour prior to the start of her/his shift.

e. Sick Leave – Modify Article XIX, Section B.5:

5. Unpaid sick leave (T Time) for employees hired prior to the ratification of this Agreement shall not exceed five (5) days. However, nothing in this provision shall prevent an employee from exercising his or her rights under the Family Medical

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Leave Act. Employees who are (a) hired on or after the date of ratification of this Agreement and/or (b) promoted from another position at the Authority into this bargaining unit who were not previously entitled to unpaid sick leave (T Time) in the prior position shall not be entitled to any unpaid sick leave (T Time).

- f. Sick Leave – Modify Article XIX, Section B.7.a.-b:
- a. An employee, who in any calendar year uses a total of six (6) occurrences of sick leave without a medical certificate shall be placed on the Excessive Use of Sick Leave List. The employee shall be notified after reaching three (3) uncertified sick occurrences within a calendar year that three (3) more occurrences will result in placement on the Excessive Use of Sick Leave list. The Authority will make reasonable efforts to remove notices from the personnel file after December 31st of each year if the person is not placed on the excessive use of sick leave list.
- b. An employee will be notified by the Authority after three (3) undocumented occurrences of pattern abuse. This includes the use of uncertified sick leave in conjunction with scheduled days off, holidays, payday, or overtime shifts. Any two (2) additional occurrences of pattern abuse will result in the employee's placement on the Excessive Use of Sick Leave List. The Authority will make reasonable efforts to remove notices from the personnel file after December 31st of each year if the person is not placed on the excessive use of sick leave list.
- g. Sick Leave – Modify Article XIX, Section D.4:
4. In the event a doctor's visit extends to three hours, the employee may use one-hour vacation leave or other available paid-time off in conjunction with the doctor's visit.
- h. Sick Leave – Modify Article XIX, Section E:
- E. An employee with a good attendance record may sell back to the Authority up to ten (10) sick days in each calendar year according to the following schedule, provided that the employee at all times retains at least five (5) available accrued sick days:
- Employees who have used no sick days in a calendar year may sell back ten (10) days.
- Employees who have used one (1) sick day in a calendar year may sell back eight (8) days.

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Employees who have used two (2) sick days in a calendar year may sell back six (6) days.

Employees who have used three (3) sick days in a calendar year may sell back four (4) days.

Employees who have used four (4) sick days in a calendar year may sell back two (2) days.

i. Vacation Leave – Modify Article XX, Section H:

H. Emergency Vacation Leave is not permitted. Employees who have exhausted their accrued vacation leave but take leave none the less, or take vacation leave without the required approval, will be carried AWOL and disciplined accordingly. Such discipline is subject to review in accordance with the Grievance and Arbitration provisions of this Agreement.

j. Vacation Leave – Modify Article XX, Section I:

I. Once each year, between January 1 and March 31, an employee may sell back to the Authority eighty (80) hours of vacation leave so long as the employee maintains a balance of at least eighty (80) hours after the sell back.

k. Holidays – Modify Article XXI, Section A to add Juneteenth

l. Funeral/Bereavement Leave – Modify Article XXIII:

XXIII. FUNERAL/BEREAVEMENT LEAVE

A. In the event that there is a death in the immediate family of an employee, immediate family consisting of only a spouse, domestic partner, parent, child, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepchild, stepmother, stepfather, stepbrother or stepsister, and the employee attends the funeral service, such employee shall be granted a four (4) day leave of absence with full pay. At the Authority's option, eligibility for spousal equivalent leave, and/or any "step" relationships, may require satisfaction of the standards set forth in the Philadelphia Parking Authority Board Rules.

B. 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 the list set forth above, family defined as sister-in-law, brother-in-law, aunt, uncle, nephew or niece, provided the employee attends the funeral service and provides at least twenty-four hours' notice to his or her supervisor. The

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twenty-four-hour notice provision shall be waived in the case of religious or cultural custom requiring burial the day after the death of the relative and the employee documents the date of death.

C. In unusual circumstances subject to the advance approval of the Executive Director or his/her designee, an employee who is unable to attend the funeral of an immediate family member, as defined in Section A, may be granted the four (4) day leave of absence with pay as provided in Section A.

m. Parental Leave – Delete Article XXVI, Section G and add new Article titled “Parental Leave”:

A. Employees shall be granted four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adoptive child under the age of 18 (collectively, “childcare event”), all usable within twelve (12) months after the birth or the arrival of the adoptive child in the home. Any paid parental leave not used by the employee before the end of the 12-month period to which it relates shall be forfeited and may not be accumulated for any subsequent use.

B. Parental leave shall be used in continuous days during the 12-month period.

C. An employee must give no less than thirty (30) days notice of the employee’s intention to take parental leave, with the understanding that such notice need not specify an exact start date.

D. An employee is entitled to only one period of parental leave for any qualifying birth/adoption.

E. An employee may not use more than four weeks of paid parental leave in any rolling twelve-month period.

F. An employee need not be eligible for FMLA leave to use paid parental leave, but, if the employee is eligible for FMLA leave, any parental leave taken under this section shall be concurrent with, and not in addition to, leave allowable per FMLA.

G. Paid parental leave under this Article is in addition to any other accrued paid time off to which the employee may be entitled.

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- n. Compensatory Time – Modify Article XXX, Section E.2.-4.:
    - 2. From one year of service up to two years of service employees may earn up to fifty (50) hours of compensatory time,
    - 3. From two years of service up to three years of service employees may earn up to seventy (70) hours of compensatory time,
    - 4. Employees with more than three years of service may earn up to ninety (90) hours of compensatory time.
  - o. Performance Evaluations – Modify Article XXXI, Sections C and D:
    - C. Each employee shall receive a copy of her/his annual performance evaluation within thirty (30) days of his or her anniversary date and said evaluation shall be reviewed by the immediate supervisor with the employee.
    - D. Should a performance rating not be submitted to the employee, the employee’s work performance will automatically be deemed satisfactory for pay purposes. Unsatisfactory ratings in three (3) or more individual factors will result in an Overall Unsatisfactory rating. An employee receiving an overall unsatisfactory performance evaluation will be reevaluated in ninety (90) days. Additional unsatisfactory performance evaluations will result in progressive discipline up to and including termination.
  - p. Uniforms – Modify Article XLV, Section A:
    - A. Analysts I, Analysts II, Analysts III, Claims Representative Analysts, Safety Officers, Parking Investigators, Revenue Analysts I, Revenue Analysts II, Taxicab & Limousine Analysts and Taxicab & Limousine Processing Specialists shall be provided....
  - q. Uniforms – Modify Article XLV, Section C:
    - C. An appropriate electronic device selected by the Authority will be made available for Analysts (Ticketing, Planning & Analysis and Meters) and Parking Investigators on an as needed basis to be used exclusively for work-related matters.
- 4. Update Collective Bargaining Agreement to conform to Contract Settlement.
  - 5. Union to withdraw Unfair Labor Practice Charge with PLRB relating to health insurance upon ratification.

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6. PPA will maintain current Performance Evaluation form

This Contract Settlement Agreement fully reflects the terms of the settlement of the contract negotiations and shall be unanimously recommended by the Union and the Bargaining Committee. If this Contract Settlement Agreement is not ratified by the employees and/or the Authority's Board, the parties reinstate their respective proposals communicated as of December 3, 2021.

**FOR THE EMPLOYER:**

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*Corinne O'Connor* December 9, 2021  
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Corinne O'Connor, Deputy Executive Director

**FOR THE UNION:**

DocuSigned by:  
*Catherine Scott* December 9, 2021  
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Catherine Scott, President  
AFSCME District Council 47

*April Gigetts*  
April Gigetts, President  
AFSCME Local 2187

*David Wilson*  
David Wilson, Union Agent  
AFSCME Local 2187

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