



PHILADELPHIA HOUSING AUTHORITY  
OPENING DOORS TO OPPORTUNITIES

**DISTRICT COUNCIL 47,**

**LOCAL 2187**

**(“DC47-2187”)**

**CONSOLIDATED**

**AGREEMENT**

**2022 – 2027**

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**ARTICLE 1 - INTRODUCTORY PARAGRAPH**

It is hereby agreed by and between District Council 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO (hereinafter referred to as the “UNION”) and the Philadelphia Housing Authority (hereinafter referred to as the “EMPLOYER”) that the following shall be the Agreement effective April 1, 2022, through March 31, 2027.

**ARTICLE 2 - PREAMBLE**

The intent of this Agreement is to promote harmonious relations between the EMPLOYER and UNION and to set forth and record the agreement between the parties on those matters concerning wages, hours, and terms and conditions of employment for all non-professional, non-supervisory, full-time and regular part-time Employees in the Bargaining Unit.

**ARTICLE 3 - RECOGNITION OF UNION**

The EMPLOYER does hereby recognize the UNION as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all Employees of the EMPLOYER included in the bargaining unit.

It is agreed that positions of the EMPLOYER comprised of full-time and regular part-time, non-professional employees, as certified by the Pennsylvania Labor Relations Board (PLRB) in Case No. PERA-R-90-129-E and as modified by the Proposed Order of Unit Clarification in Case No. PERA-U-00-33-E, are included in this bargaining unit excluding all supervisors, first level supervisors, management level, professional, and confidential employees and guards.

The bargaining unit encompasses those positions listed in the PLRB Order of Certification and Proposed Order of Unit Clarification, referenced in the prior paragraph, which have not been abolished by EMPLOYER. Existing positions in the bargaining unit as of the date of execution of this Agreement are:

<b>Job Title</b>
Admin Assistant I (non-confidential)
Admin Assistant II (non-confidential)
Administrative Technician
Command Center Dispatcher
Command Center Technician
CRC Shift Supervisor (now Lead)
Contract Control Specialist I
Contract Control Specialist II
Customer Response Technician
Department Staff Assistant
Housing Rehab Specialist

Housing Rehab Specialist II
Housing Rehab Specialist III
PT CHSP Homemaker
PT Congregate Aide I
PT Nutrition Aide 1 - Sr. Prg.
Purchasing Specialist I
Purchasing Specialist II

The Administrative Assistants will be included provided there is a side letter by the parties listing those presently deemed confidential and the Labor Management Committee will meet to discuss. This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act (Act 195) and Order of Certification of the Pennsylvania Labor Relations Board in Case No. PERA-R-90-129-E.

The UNION shall have the use of portions of specific bulletin boards at all work locations for the posting of notices concerning UNION business or general interest of its members. Such notices may be posted subject to the approval of the Executive Vice President of Human Resources.

**ARTICLE 4 - TERM OF AGREEMENT**

This agreement shall be effective for a period of five (5) years commencing April 1, 2022, and it shall remain in full force and effect until March 31, 2027.

**ARTICLE 5 - MANAGEMENT RIGHTS**

The UNION recognizes the exclusive right of the EMPLOYER to determine its operating policies and manage its business in light of its experience, business judgment, changing conditions, and its statutory responsibilities. It is understood and agreed that all rights, powers and authority possessed by the EMPLOYER or traditionally reserved to management prior to the signing of this Agreement whether exercised or not shall be retained by the EMPLOYER except where expressly abridged by a specific provision of this Agreement.

Except where expressly abridged by a specific provision of this Agreement, the EMPLOYER retains the sole and exclusive right to: hire, promote, transfer, demote for non-disciplinary reasons, assign and otherwise direct the work force; to evaluate employee job performance; to discipline, demote for disciplinary reasons, suspend or discharge for just cause; to determine the number and arrangement of workshifts and the number of employees to be assigned to each; to determine the starting and stopping time for each shift and each employee and when breaks may be taken based upon operational needs of the EMPLOYER; to determine the amount of compulsory overtime to be worked; the right to establish new job classifications and departments; the right to establish and to modify rates of pay assigned to existing or newly created job classifications; the right to determine the way in which the EMPLOYER’s services shall be provided to its customers and the public; the right to determine the method of training employees; the right to organize, discontinue, enlarge or reduce a department, facility or function; the right to assign employees to other departments as operations may require; the right

to layoff; the right to introduce new or improved facilities; the right to introduce a change in the method or methods of operations which will produce a change in job duties and reduction in personnel; the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the EMPLOYER.

The EMPLOYER may contract out its functions, services, locations, or sites at or in which work is presently performed by employees in the bargaining unit represented by UNION, only if:

- (a) The direct and indirect costs associated with performing the work with contracted labor for the outsourced business unit or function as set forth in the Request for Proposal (RFP) is less than the direct and indirect costs associated with performing the work with the employed workforce for the outsourced business unit or function as set forth in the RFP; and
- (b) EMPLOYER shall give written notice to the UNION contemporaneous with issuing a formal RFP for services. After EMPLOYER's receipt of proposals, the UNION shall have an opportunity to meet and discuss over the relative costs as described in paragraph (a) above.

EMPLOYER may contract out without regard to (a) and (b) above if the total value of a contract is less than \$20,000 in a fiscal year or involves an emergency or temporary situation. EMPLOYER shall not sever any contract in order to take advantage of the \$20,000 exemption.

The above rights of the EMPLOYER are not all inclusive, but indicate the type of matters and rights which belong to and are inherent to the EMPLOYER.

## **ARTICLE 6 - UNION SECURITY/DUES DEDUCTION**

A. The EMPLOYER shall make its best effort to transmit to the UNION electronically a list of every new employee in the bargaining unit promptly, but in no event later than seven (7) business days after the employee enters the bargaining unit. The EMPLOYER shall transmit to the Union electronically a list of every bargaining unit member and his or her home address on a monthly basis.

B. At the initial employee orientation, the EMPLOYER shall permit the UNION to meet with bargaining unit members as a group for up to one (1) hour to address the bargaining unit members and distribute materials. In instances where an individual bargaining unit member is hired and a group orientation does not occur, the UNION will have an opportunity to meet with the employee shortly after the employee begins employment, at times and dates to be determined by the EMPLOYER. In the event an employee is transferred, promoted, or demoted into a classification included in the bargaining unit (where an orientation is not conducted), the EMPLOYER shall permit the UNION to meet with those individuals for the purpose of informing employees about UNION membership and/or to distribute relevant materials, at times and dates to be determined by the EMPLOYER.

C. The EMPLOYER agrees to deduct UNION membership dues and initiation fees from the pay of those employees who individually request in writing that such deductions be made. Such requests shall be made on a UNION Payroll Deduction Authorization card, which the EMPLOYER will implement in a timely manner upon receipt.

D. Each employee and the UNION hereby authorize the EMPLOYER to rely upon and honor certifications by the Treasurer of the UNION regarding the amount to be deducted as union dues, initiations and assessments. The UNION shall notify the EMPLOYER of any changes within fifteen (15) days of such change.

E. Upon receipt of an authorization from the UNION, the EMPLOYER shall, pursuant to such authorization, deduct from the wages due said employee the sum specified in said authorization and remit the same to the UNION. The EMPLOYER will make its best effort to remit said payment electronically within ten (10) business days after such wages and salaries are paid to the employees, and said remittance shall be accompanied by a list of employees for whom the dues are remitted.

F. An employee's dues deduction authorization shall remain in effect until expressly revoked, in writing, by the employee in accordance with the terms of the authorization. Employees shall notify the UNION of such revocation. The UNION shall notify the EMPLOYER in writing of such revocation, including the effective date of the cessation of payroll dues deductions. The EMPLOYER shall rely on the information provided by the UNION to cancel or change the employee's authorization. In the event the UNION modifies or otherwise changes the language in its dues deduction authorization card, the UNION shall notify the EMPLOYER within fifteen (15) days of the change.

G. The EMPLOYER agrees to allow voluntary contributions by bargaining unit members to the AFSCME PEOPLE committee. The EMPLOYER agrees to deduct such contributions through a regular payroll deduction from the bargaining unit employee paycheck. All contributions will be electronically forwarded monthly by the EMPLOYER to the AFSCME PEOPLE Treasurer and the EMPLOYER will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly electronic reporting of such contributions which will include the bargaining unit employees making such contribution and the amounts. The UNION acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit members may revoke their authorization to contribute to the PEOPLE Committee at any time by giving written notice to the EMPLOYER and the UNION.

H. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, and the EMPLOYER's reasonable attorney's fees and costs for defending any and all actions brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

I. Should there be any legal ruling under which a provision of this Article becomes unlawful, the parties agree that such provision shall no longer be operative, and the parties will reopen negotiations over the provision in question.

## **ARTICLE 7 - EMPLOYEE RIGHTS**

A. The provisions of this Agreement shall be applicable to all Employees in the Bargaining Unit, regardless of UNION membership.

B. Employees in classes represented by the UNION shall have the right to examine their personnel file once per calendar year upon written request. This limitation shall be waived when access to such files is required in order to prepare for a grievance case, retirement, inter-department transfer or other such unusual transactions. Prior appointment is required and said examination must be performed in the presence of a designated EMPLOYER witness. The Employee may take written notes but shall not be permitted to add, change or remove any documents. The removing of any documents from the file shall be a disciplinary offense. Employees shall have the right to examine any documents contained in the personnel file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the Employer, dates of changes, retirement information and performance evaluations.

A UNION representative may review the personnel file of an employee in the bargaining unit with the employee's written authorization indicating the purpose of the review. A UNION representative's rights are no more extensive than an employee's and the procedural requirements of the employer apply.

The Employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length. Such response shall be made a permanent part of the file.

The EMPLOYER shall not be required to provide documents concerning medical records, ongoing criminal investigations, documents prepared for civil, criminal or grievance procedure hearing, and/or letters of reference.

## **ARTICLE 8 - UNION REPRESENTATION**

A. The employees in the bargaining unit shall be represented for purposes of grievance adjustment by UNION representatives as specified in the grievance procedure. The EMPLOYER agrees to recognize three (3) total stewards for this purpose – two (2) for the first shift and one (1) for the second and third shift. One steward on the first shift shall represent Command Center and Call Center bargaining unit employees and the other first shift steward shall represent all other bargaining unit employees on the first shift. The steward on the second and/or third shift will represent all bargaining unit employees on those shifts.

B. The names of the Stewards shall be given, in writing by the UNION to the EMPLOYER at the time of their taking office. The UNION shall promptly notify the EMPLOYER thereafter, in writing, relative to any change in designated Stewards.



C. Stewards will be permitted reasonable time off without loss of time to investigate and process grievances. Stewards must request and obtain the approval of their supervisor for said time off, Approval shall be granted at such time and manner so as not to interfere with or disrupt the EMPLOYER's regular operations.

D. In the event of a layoff or recall, Stewards shall have superseniority such that all Employees in the classification in the designated layoff unit must be laid off before a Steward shall be eligible for layoff, and conversely a Steward who is laid off shall be the first Employee recalled should recalls occur within his/her classification.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute or disagreement raised by a member of the Bargaining Unit against the EMPLOYER regarding the interpretation or application of the provisions of this Agreement.

In processing any grievance, this procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice to either side. Matters involving wages or issues applicable to Employees in more than one unit shall be filed directly at Step II.

Time limits in this procedure shall be mandatory but shall be extended to accommodate documented absences of the aggrieved or designated management representative due to illness or scheduled leave. The time limits may be extended for other reasons only by the written mutual, consent of the Local President and the Executive Vice President of Human Resources.

All grievances shall be processed and resolved in accordance with the following procedure:

**STEP I** Any Employee claiming a grievance may directly, or through a Steward discuss and attempt to resolve the grievance in a meeting specifically for that purpose with his/her immediate supervisor. Such discussion shall occur within five working days after the occurrence giving rise to the alleged violation or within five (5) working days after the Employee knew or should have known of the event giving rise to the grievance. The EMPLOYER shall respond either verbally or in writing to the grievant and/or Steward within five (5) working days after the meeting or discussion held to resolve the grievance.

**STEP II** If the grievance is not satisfactorily resolved informally within five (5) working days after its presentation as described in Step I, it may be submitted in writing by a Steward or an appropriate UNION Representative to a second-level supervisor or Department Director for resolution. The written grievance shall be submitted within five (5) working days of the Step I answer or its due date and, it shall contain the specifics of the grievance including the allegation, the section of the Agreement allegedly violated, and, the remedy sought Should the grievance result from notification of termination, the Employee affected and/or the UNION, shall initiate the grievance at the Step II level. A meeting shall be held between the appropriate management representative or designee and the appropriate UNION Representative including the grievant to attempt to resolve the grievance. The

second-level supervisor or Department Director shall provide a written reply within five (5) working days after the meeting or discussion held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance shall be referred to Step III.

**STEP III** If the grievance is not satisfactorily resolved by the Step II answer or its due date, it may be referred by a UNION Representative, within five (5) working days of that due date, to the Executive Vice President of Human Resources or his/her designee for resolution. A meeting shall be held between the Executive Vice President of Human Resources or his/her designee and appropriate UNION Representative, including the grievant if requested by the UNION to attempt to resolve the grievance. The Executive Vice President of Human Resources, or his/her designee, shall provide a written reply within ten (10) working days after the meeting held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance maybe referred to Step IV.

**STEP IV** Any unresolved grievance which has been fully processed through Step III may be submitted for resolution by the UNION to binding arbitration in accordance with the services and the voluntary rules of labor arbitration of the American Arbitration Association. Such submission must be made within thirty (30) calendar days of the EMPLOYER's Step III answer or its due date.

#### Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the EMPLOYER and the UNION shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the EMPLOYER and the UNION shall be final and binding upon all Employees and upon any person affected thereby.

#### Authority of Arbitrator

The arbitrator will make findings and render a decision to resolve the grievance. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove-any terms of this Agreement.

#### Effect of Decision

The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION and the Employees covered by this Agreement.

#### Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented in its presentation at Step II of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the EMPLOYER and the UNION or ordered by an arbitrator, as the case

may be, less any Unemployment Compensation, Workers Compensation, or compensation from other full-time employment substituted for employment under this Agreement.

Expenses

The expenses of filing for arbitration, any room fee, and the arbitrator's fee shall be borne equally by the parties.

**ARTICLE 10 - NON-DISCRIMINATION**

A. Both the EMPLOYER and the UNION agree not to discriminate against any employee in the bargaining unit on the basis of UNION affiliation, race, religion, creed, color, sex, sexual preference, age, national origin, or, disability as defined in the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

B. Should an employee who is claiming a violation of this Article elect to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to be withdrawn.

**ARTICLE 11 - PROBATIONARY PERIOD**

A. Employees who are newly appointed, promoted, or reinstated from resignation or retirement shall serve a probation period of three (3) months. The parties agree that obtaining status in the class for which the probation is being served is contingent upon successful completion of probation.

B. Should the EMPLOYER determine that an Employees performance, conduct and/or work habits are not satisfactory, the EMPLOYER, at its sole discretion, can determine that the Employee be discharged in the case of newly appointed or reinstated Employees or restored to his/her former position in the case of newly promoted Employees.

C. The decision of the EMPLOYER to reject an Employee for continued employment in a class for which the Employee is serving a probation period shall not, under any circumstances, be subject to review or consideration under the grievance procedure contained herein.

D. Whenever a probationary Employee is absent from work for any of the reasons listed below for an aggregate period of more than five (5) working days, the EMPLOYER may extend the Employee's probationary period for a period of time equal to the length of the absence:

1. Illness
2. Military leave
3. Approved Leave Without pay
4. Any combination of the above that exceeds the prescribed time limit.

## **ARTICLE 12 - PERFORMANCE EVALUATION**

A. Each Employee serving a probationary period shall receive at least one written performance evaluation during their probationary period. Each permanent Employee shall receive an annual written performance evaluation. The Employee shall receive a copy of their annual performance evaluation on or before their salary adjustment date and said evaluation shall be reviewed by the immediate supervisor with the Employee.

B. No unsatisfactory performance evaluation report issued more than twelve (12) months earlier shall be used or relied upon as a basis to deny a step increase.

C. In the event the overall rating on a performance evaluation results in a bargaining unit member being denied a salary step progression to which he/she would otherwise have been entitled, the performance evaluation may be grieved through Step III of the grievance process.

D. Special performance ratings may be prepared during the course of the year in the event that there is a significant change in an Employees level of work performance. Such special performance evaluations shall not occur less than ninety (90) days from the date of any other performance evaluation report.

E. Performance evaluation reports shall be considered as performance counseling tools. As such, performance evaluation reports shall not constitute a disciplinary action and shall not be grievable, except as provided in Paragraph C of this Article. In agreeing that performance evaluations are not grievable, the UNION is not assenting to the factual correctness of the manager assessment nor do the parties intend to prejudice the UNION's ability to raise a defense in any disciplinary action which relies upon said evaluation.

F. If an Employee's annual performance evaluation is completed later than its due date, the Employee will receive any salary adjustment due retroactive to the date the adjustment would have been made if the annual performance evaluation had been conducted in a timely manner; provided, however, that the rate increase will be made retroactive only if the Employee's overall evaluation is at least satisfactory. If the Employee's overall performance evaluation is less than satisfactory, then no salary adjustment will be made.

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

A. The EMPLOYER has the right to discipline and/or discharge employees for just cause.

B. The EMPLOYER agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed.

C. Any Employee who is requested to appear before a management representative of the EMPLOYER for an investigatory meeting for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to arise shall have the opportunity to UNION representation upon request of said employee.

D. Should an instance occur or situation arise in which the EMPLOYER concludes that discipline is warranted, the following general procedures shall apply:

1. Except in the case of counseling and verbal warnings, the Employee shall be provided a written notice of the discipline or intended discipline. That notice shall include the offense for which discipline is intended, the type - and duration of the discipline, and, the intended effective date(s) of the discipline. A copy of the notice shall be sent to the UNION.
2. Counseling, verbal warnings and written warnings shall be given when and as needed.
3. Where the EMPLOYER determines that a disciplinary situation does not warrant immediate suspension and/or discharge, the Employee shall receive a written notification of the discipline as set forth in paragraph D-1 above and, that intended discipline shall be scheduled to occur no sooner than ten (10) working days from the date of the written notice. This period may be used by the Employee to grieve the matter if he/she so desires. If a grievance is filed, the discipline shall be held in abeyance while it is being pursued through and including Step III of the procedure.
4. Where the EMPLOYER determines that a disciplinary situation warrants immediate suspension and/or discharge or for an offense of a continuing nature for which discharge is the intended action, the Employee shall receive a written notification as set forth in paragraph D-1 above as soon as it is prepared and available. In situations where the intended discipline is discharge, the Employee shall receive a ten (10) day suspension and notice of the intent to discharge him/her. The discharge shall be effective at the end of the period unless a grievance is filed during said ten (10) day period in which case the suspension shall continue in effect and the discharge shall not become effective until Step III of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.

E. Should a period of suspension occur in conjunction with what would otherwise be a paid holiday, that holiday shall not be paid but it shall be included as one of the intended suspension days.

#### **ARTICLE 14 - HOURS OF WORK**

A. The workweek for full-time employees in the bargaining unit shall be five (5) consecutive days of eight (8) hours per day, including a sixty (60)-minute unpaid lunch break. The lunch break may be a consecutive sixty (60)-minute lunch period, or a shorter duration lunch break and other break(s) totaling sixty (60) minutes, as determined by the EMPLOYER. In no such case shall the lunch break be less than thirty (30) minutes.

B. Each employee shall be advised of his/her assigned work schedule and shall be required to adhere to it.

C. Nothing, contained herein shall be constituted as preventing the EMPLOYER from restructuring the normal work day and work week for the purpose of promoting efficiency. When such a change is required, the employee shall be provided with five (5) days prior notice except in the case of an emergency that does not permit said notice.

## **ARTICLE 15 - OVERTIME**

For full-time employees, overtime pay shall be computed as follows:

A. Any time worked after completion of a 7-hour day shall be paid for at the rate of time and one-half of base pay.

B. Any time worked on the 6th or 7th consecutive day of an employees work week shall be paid for at the rate of time and one-half of base pay.

C. An employee who completes seven hours of work and is called back to work after leaving the EMPLOYER will be guaranteed a minimum of four hours pay at time and one half except that if the hours worked, are immediately prior to and abut to the employees next scheduled work day, the employee shall be paid time and one half for the time actually worked.

D. When the President & CEO declares that the entire EMPLOYER shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular days pay that employees receive though not reporting to work due to the emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation. Essential personnel who are required to work shall be compensated for the completion of their shift at time and ½ of their hourly rate for all hours worked during an emergency called by the President & CEO.

E. Employees may elect overtime compensatory time in lieu of cash payment and such overtime compensatory time shall be credited to the Employee at the same premium rates as specified above. Such election must be made by the Employee at the time the assignment is made and it may not be changed thereafter.

F. The overtime premium rates set forth above apply to the base pay only and shall not be applied to any other wage payment or differential.

## **ARTICLE 16 - WAGES**

A. Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

- a) Effective April 1, 2022, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- b) Effective April 1, 2023, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

- c) Effective April 1, 2024, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- d) Effective April 1, 2025, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- e) Effective April 1, 2026, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- f) Effective April 1, 2022, Command Center Technicians will receive a one-time increase to the base hourly pay rate of \$0.15.
- g)

B. Full-time employees in the bargaining unit shall receive a longevity payment in the amount of four hundred dollars (\$400.00) for each five (5) complete years of continuous service with the EMPLOYER. This payment shall be made on a proportionate basis in each weekly paycheck

C. Part-time employees whose normal work week averages or exceeds twenty (20) hours or more each week but is less than thirty-five (35) hours shall receive a longevity increment in the amount of two hundred dollars (\$200) for each five (5) complete years of continuous service with the EMPLOYER.

D. Full-time employees in the bargaining “unit shall be eligible for shift differentials in accordance with the following provisions and conditions:

1. Between the hours of 4:00 p.m. and 12:00 midnight, at the rate of Thirty (\$.30) cents per hour. For each hour worked between 12:00 midnight and 8:00 am. at the rate of Forty (\$.40) cents per hour.
2. Shift Differentials shall not be paid:
  - a. For Work between 6:00 A.M. and 8:00 A.M. or 4:00 P.M. and 6:00 P.M. for any employee whose regularly scheduled tour of duty commences at or after 6:00 A.M. and terminates at or before 6:00 P.M.
  - b. During leaves for illness, vacation or for any other time not worked, whether paid or not.
  - c. During unpaid lunch periods.
  - d. To part time employees.
3. Shift differentials shall not be increased by any overtime factor.

E. All UNION employees will receive their weekly paychecks via direct deposit.

F. A Wage Schedule is attached to this Agreement as Exhibit A.

## **ARTICLE 17 - WORKING OUT OF CLASS**

A. Whenever an employee is assigned to work in a classification other than the one to which he/she is appointed and the pay rate for that classification is the same or lower than the rate of his/her permanent classification, the employee shall continue to be paid at his/her current rate of compensation.

B. When an employee is assigned to work in a higher classification for other than training purposes, said employee shall be paid after the first four (4) hours of such work in any work day at the appropriate rate for the higher class for all hours actually worked in the higher class. Assignment to a higher classification must be authorized in writing by a Department Director or equivalent and must involve the performance of all or substantial portion of the essential duties of the higher class. The performance of minimal, incidental or minor tasks shall not constitute such an assignment.

## **ARTICLE 18 - MEDICAL INSURANCE**

A. Each permanent, full-time employee in the bargaining unit shall be entitled to health insurance coverage, including family coverage for his/her eligible spouse and dependent children (up 26 years of age), under one of the following health insurance plans ("Tier 1 Plans"):

1. Independence Blue Cross Personal Choice (PPO 10 Plan)
2. Keystone Health Plan East (HMO 5 Plan)

B. EMPLOYER shall also offer an alternative HMO and PPO plan – HMO 15 and PPO 15 – to bargaining unit employees ("Tier 2" plans).

C. Regardless whether enrolled in a Tier 1 or Tier 2 plan, EMPLOYER shall make the same premium contribution for the plan, as set forth in this paragraph, and an employee enrolled in one of those plans will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction. EMPLOYER's premium contribution for a Tier 1 or Tier 2 HMO plan will be 90% of the premium for the HMO 5 Plan with prescription coverage, and EMPLOYER's premium contribution for a Tier 1 or Tier 2 PPO plan will be 80% of the PPO 10 Plan with prescription coverage.

D. The EMPLOYER shall be permitted to offer or choose not to offer additional health insurance plans ("Tier 3" plans) to bargaining unit employees. EMPLOYER shall have the right to design, offer, modify, or terminate any Tier 3 plan(s), in its discretion, including modifications to the plan design and premium-sharing arrangements. EMPLOYER shall provide the UNION with 30 calendar days' notice of any such change, but implementation of changes shall not be delayed. EMPLOYER's decision to offer Tier 3 plan options to bargaining unit employees shall not be construed as a conferred benefit or past practice that obligates the EMPLOYER to continue to provide Tier 3 plan options.

E. In addition to the health plans described above, dental and optical coverage shall also be provided to bargaining unit employees and their eligible spouses and dependents (as defined in Paragraph A. EMPLOYER will pay 90% of the premium for dental and optical



coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

F. PHA reserves the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier.

G. PHA reserves the right to reopen the Collective Bargaining Agreement in in order to address and renegotiate any issues raised under the Affordable Care Act.

H. An employee who is covered by a substantially similar health insurance plan may opt out of coverage under one of the plans provided by the Authority. If employee opts out of the PHA plans, he or she shall receive one hundred thirty dollars (\$130.00) per month which shall be payable in a separate check or separately taxed in a check with wages.

#### **ARTICLE 19 - LIFE INSURANCE**

A. The EMPLOYER shall provide life insurance coverage to regular full-time employees in an amount equal to 1.5 times the employee's salary or twenty thousand (\$20,000,00) dollars, whichever is greater. The EMPLOYER will pay 90% of the premium for the coverage, and employees will pay the balance of the premium, with this premium sharing subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER.

B. The EMPLOYER shall provide, at no cost to the employee, a three thousand (\$3,000) dollar death benefit for those full-time employees who retire from the EMPLOYER with thirty (30) years of service or who retire at age sixty-five (65) with at least ten (10) years of continuous service. Effective June 1, 2000, the death benefit referenced herein shall be increased to \$10,000 for employees who retire on or after June 1, 2000.

C. This benefit shall be taxable to the bargaining unit member.

#### **ARTICLE 20 - PENSION AND RETIREMENT**

A. The Pension Plan applicable to the bargaining unit covered by this Agreement is described in full in the Plan document on file in the Human Resources Department, The Pension Plan shall remain in effect during the term of this Agreement except as may be modified by agreement between the parties and as approved by the Board of Trustees of the Plan.

B. All employees occupying permanent positions in the bargaining unit shall be required to be members of and contribute to the EMPLOYER's pension plan. Said employees shall be covered by the aforementioned plan and shall be entitled to the benefits contained therein as they presently exist or as they may be modified by the plan's Board of Trustees.

C. The parties agree that the conditions, provisions and benefits of the plan are applicable to members of the bargaining unit as they currently exist or as they may be modified by the plan's Board of Trustees.

D. The parties agree that any dispute regarding the interpretation or application of the conditions, provisions and/or benefits of the pension plan as they affect employees are grievable under this contract, however, any and all matters related to the administration or operation of the Plan by either the EMPLOYER, the Board of Trustees, the Plan Administrator or their agents are not.

E. EMPLOYER has agreed to make its best faith effort to provide employees with annual pension statements.

F. Effective April 30, 2011, the DB Plan benefit is frozen. The DB Plan is amended to prohibit withdrawal of employee contributions. The DB Plan is amended to provide that for employees terminating on or after December 31, 2010, the definition of Average Earnings shall be the average rate of earnings on three (3) consecutive November 1<sup>st</sup>'s ending November 1, 2007. For more information on the frozen DB Plan, see Appendix B to this Consolidated Agreement.

G. Effective May 1, 2011, bargaining unit members shall be enrolled in the EMPLOYER's DC Plan.

H. Effective January 1, 2013, EMPLOYER will contribute into the DC Plan 5.5% of employee's current rate of pay.

I. EMPLOYER will commit to funding of unfunded value of vested DB Plan benefits based on the actuarial value of plan assets as of November 1, 2010 pursuant to a twenty (20) year amortization schedule. In addition, any gains or losses resulting from differences from plan experience in actuarial assumptions after November 1, 2010 would be amortized pursuant to a twenty (20) year amortization schedule.

J. Effective January 1, 2011, pensions for people who already retired from active employment on or after November 1, 2009, shall have their pension recalculated prospectively using a three (3) year average pay ending November 1, 2007.

K. Identified regular part-time employees shall be eligible to enroll in the new pension plan.

## **ARTICLE 21 - DEFERRED COMPENSATION PROGRAM**

The EMPLOYER will permit employees in the bargaining unit to participate in the EMPLOYER's deferred compensation program. However, the conditions, provisions, benefits and methods of operation of the program are not covered by this agreement and are not grievable.

## **ARTICLE 22 - AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE**

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the EMPLOYER, shall receive an allowance equal to the current IRS rate for each mile of such travel provided that the employee uses the most efficient route(s)

of travel in the performance of that duty. This shall not include reimbursement for travel to or from the employee's home and work unit location.

B. Employees who are regularly required to use their personal automobile for the performance of EMPLOYER business shall be required to provide the EMPLOYER with satisfactory proof of the appropriate levels of liability, comprehensive, and collision insurance which specifies for business use in order to be eligible for the above referenced mileage reimbursement.

### **ARTICLE 23 - LEGAL SERVICES FUND**

A. Effective January 1, 1997, the Employer contribution to the UNION Group Legal Services Fund shall be \$10.00 per month for all full-time Employees within the Bargaining Unit. Said contributions shall be payable for all eligible Employees employed during the first pay period of the month.

B. The Employer agrees to submit a separate check to the UNION for the total amount of its contribution and will make its best efforts to submit the check within ten (10) working days after the date that the Employees receive wages and salaries covering the period for which the contributions are being made. Along with the check, the Employer agrees to provide a list of the names of each Employee for whom contributions are being made.

C. It is understood that said Fund shall:

1. Provide quality legal services to all Employees of the Bargaining Unit and their dependents in a manner which is designed to ensure a high degree of legal competence and service.
2. Operate in an economically sound manner.
3. Not be used for the institution of legal proceedings against the EMPLOYER or its duly authorized officials.
4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or, Local 2187, or, any of their officers, Employees, agents or representatives thereof.
5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.
6. Provide the EMPLOYER with an annual audit report of the operations of the Fund as it applies to the EMPLOYER's contributions and services to eligible Employees. Said report shall be prepared by an independent Certified Public Accountant and shall be submitted to the EMPLOYER each year within ninety days of the close of the Fund's fiscal year.

## **ARTICLE 24 - LAYOFF**

A. Layoffs may occur if necessitated because of lack of funds, lack of work, or reorganization resulting in the abolition of a position or positions, but not without informing the UNION. When layoffs are necessary, it shall occur in accordance with the following procedures:

1. In the event of layoffs, the EMPLOYER agrees to discuss the matter with the UNION prior to the institution of layoffs so as to allow for the consideration of alternatives.
2. The layoff unit for employees in the bargaining unit shall be EMPLOYER-wide, department-wide, program-wide, or, grant-wide at the discretion of the EMPLOYER.
3. Within each job classification in which layoffs occur in the layoff unit, the order of layoff shall be emergency employees, temporary employees, provisional employees and permanent employees. For purposes of determining the employee's status with regard to order of layoff, employees serving probationary periods shall be considered permanent.
4. Among permanent employees, layoffs shall occur within each job classification affected, in the layoff unit on the basis of satisfactory work performance. Employees with unsatisfactory work performance shall be laid off first. In the event of further layoff, after unsatisfactory job performance, EMPLOYER may consider (a) the last two years of performance evaluations in the employee's classification and (b) the last two years of disciplinary history if the discipline is equivalent to at least a Class 3 infraction, when selecting employees for layoff. If performance evaluations and disciplinary history are equal, seniority in the classification shall prevail.
5. For the purposes of layoff, an employee's seniority shall be calculated and defined as their most recent date of hire followed by continuous service with the EMPLOYER.
6. Employees scheduled to be laid off shall be notified in writing at least two weeks prior to the effective date of the layoff unless an extraordinary emergency precludes said notice.
7. In the event of a layoff, an appropriate layoff list shall be established for each job classification affected within the designated layoff unit.
8. Employees shall be placed on a layoff list in their job classification in order of seniority and satisfactory work performance: the most senior Employee with satisfactory work performance shall have the highest rank.
9. Appointments to positions in classifications affected by layoff shall be made from recall lists before any other type of appointment is made and

the recall lists shall remain in effect for a period of one (1) year from the effective date of the layoff or until they are exhausted. Recall lists shall be established in the inverse order as the layoff list, except that employees with unsatisfactory performance shall be excluded from the list and shall have no right to recall.

10. Recalled employees return to work with the same seniority, performance record, and disciplinary record, as if there was no break in service.

B. In the event an employee is laid off under Article 24.A.4 by seniority, because performance evaluations and disciplinary history are equal, the employees displaced by layoff may have the opportunity to demote to a lower level position in the bargaining unit in accordance with the following:

1. The affected employee has the right to elect a demotion in lieu of layoff to a position within the layoff unit that is:
  - a. a position in the next lower class in the same line of work as the class of layoff; or, a position in a class previously held by the Employee; or,
  - b. another position, with a lower pay range deemed appropriate by the EMPLOYER.
2. If positions in a class are filled, then an employee displaced as a result of election of demotion in lieu of layoff shall displace an incumbent based on seniority and satisfactory work performance; the higher ranking employee displacing the lower ranking incumbent.
3. If, as a result of the election of demotion in lieu of layoff by one employee, another employee with lesser seniority is displaced, he or she shall be placed on an appropriate layoff list and he or she shall have, in turn, the same right to elect a demotion in lieu of layoff.
4. In order to be considered for a demotion in lieu of layoff, an employee must notify the EMPLOYER, in writing, of such election no later than five (5) working days after receiving a notice of layoff.

**ARTICLE 25 - VACATION LEAVE**

A. Vacation Leave shall be earned by full-time employees on a monthly basis for each calendar month worked as follows:

<b><u>Years of Complete Service</u></b>	<b><u>Day Accrued Per Month</u></b>	<b><u>Accumulated Accrual</u></b>
5 full years of service or less	5/6 days	10 days

More than 5 but less than 10 full years of service	1 1/4 days	15 days
More than 10 but less than - 20 full years of service	1 2/3 days	20 days
More than 20 full years of service	2 1/2 days	25 days

Employees shall earn vacation on a monthly basis and shall receive credit for each month that they are in paid status for the majority of days within that calendar month.

B. New Hires. Vacation for new hires accrues during the probationary period. If hired on the 1<sup>st</sup> to 15<sup>th</sup> of the month, the first accrual will occur on the 15<sup>th</sup> of the month of hire; if hired on the 16<sup>th</sup> to 31<sup>st</sup> of the month, the first accrual will occur on the 15<sup>th</sup> of the month following hire. Vacation time accrued during the probationary period is available for use after thirty (30) calendar days of employment. If an employee is terminated during the probationary period, he/she will be paid for accrued and unused vacation only if employed at least thirty (30) calendar days.

C. Full-time employees may carry over up to fifty (50) days of accrued unused vacation leave from one calendar year to the next during the term of this Agreement.

D. An employee who separates from employment shall be paid for unused accumulated vacation leave providing he/she has satisfactorily completed his/her probationary period. He/she shall be paid for unused vacation leave at his/her rate of pay at the time of separation.

**ARTICLE 26 - HOLIDAYS**

A. EMPLOYEES shall be entitled to the number of paid holidays equal to the number of paid holidays currently set forth in the PHA Employee Handbook and the 2019-2022 Collective Bargaining Agreement, which is eleven (11). EMPLOYEES shall be entitled to the specific holidays set forth in the PHA Employee Handbook, which may change at the EMPLOYER’S discretion, but may not decrease below eleven (11). EMPLOYER may not unilaterally convert holidays under this paragraph to floating holidays.

B. 1. Holidays falling on a Saturday shall be observed on a Friday and holidays on a Sunday shall be observed on Monday.

2. For essential employees (i.e. as of 9/23/19, Command Center Staff) when a holiday occurs on an employee’s regularly scheduled day off, the employee shall receive a day's holiday pay. In the event the employee works on said holiday, the employee shall instead receive holiday pay plus time and one-half of base pay for all hours worked on said holiday.

C. An employee must be in pay status on the day preceding and the day following a holiday in order to qualify for holiday pay.

## **ARTICLE 27 - COMPENSATORY TIME LEAVE**

A. Compensatory time authorized and elected in lieu of cash overtime payments as provided for in Article 15 for work performed in excess of seven (7) hours in any workday, for work performed on the sixth or seventh day of an Employee's work week, or for overtime work performed on a holiday may be taken after the actual date earned upon request of the employee and approval of the EMPLOYER.

B. No Employee may accumulate or have to his/her credit at any time overtime compensatory time in excess of one hundred and five (105) hours.

C. Any unused, accumulated overtime compensatory time earned shall be compensated upon termination for any reason. Such payment shall be made in a lump sum at the Employee's regular rate of pay at the time of termination.

## **ARTICLE 28 - PERSONAL LEAVE**

Each permanent fulltime employee in the bargaining unit shall be entitled to four (4) personal leave days per calendar year. No more than one of these personal leave days can be taken in any three-month period. Personal leave days do not accrue and cannot be carried over to the next three-month period. Unused personal leave days in a particular year cannot be carried over to the next year; also, unused personal leave days are not compensable at the time of separation. Personal leave days may only be taken after obtaining prior approval from employee's supervisor. Where two or more employees request the same day for personal leave, seniority shall prevail if approval is to be granted to only one employee.

## **ARTICLE 29 - SICK LEAVE**

A. Sick leave shall be earned by full-time employees at the rate of one and one-quarter (1-1/4) days per month. No employee may use such sick leave during the initial thirty (30) days of the probationary period of employment.

B. Upon normal retirement, which is defined for purposes of this benefit as:

1. 30 years of service with EMPLOYER, regardless of age;
2. at least 10 years of service with EMPLOYER and at least age 62; and
3. all accumulated unused sick leave shall be compensated for at the rate of thirty-five percent (35%) of the employee's last rate of pay.

When an active employee eligible for retirement as defined above dies, his/her designated beneficiary shall receive the thirty-five (35%) sick leave payout provided for retirees in this Article.

C. In the event an employee becomes ill and has to leave after his/her lunch break, he/she shall be charged sick leave on a one-half (1/2) hour for one-half (1/2) hour basis.

D. Each full-time employee may convert two (2) accumulated sick days into one (1) vacation day, provided the employee maintains a balance of at least eight (80) accumulated sick days. Such conversion shall be permitted up to a maximum of ten (10) vacation days each calendar year and must be converted as full vacation days. Employees who wish to convert to sick leave under this provision shall inform their Unit Timekeeper, in writing, of their conversion of earned but unused sick days during the last fifteen (15) calendar days of March, June, September and December of each year. Conversion of sick leave to vacation may only be accomplished during the above stated periods of time.

E. Employees who call in and request sick leave beyond three (3) consecutive days must provide the Human Resources Department with a doctor's certificate that verifies illness. The doctor's certificate must contain the date the employee consulted the doctor and the employee's return to work date. Failure to provide medical certification for sick leave absences beyond three (3) days may result in non-payment of the employee's request for sick leave pay.

F. Family Sick Leave. Employees may use five (5) consecutive days of sick leave per calendar year to care for a qualifying family member, as defined by the FMLA. "Qualifying Family Member" under the FMLA means a son, daughter, parent, or spouse of the employee. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a child for whom an employee has legal custody, or a child of a person standing in loco parentis. The child must be either under age 18, or older if the child is incapable of self-care because of mental or physical disability. A "spouse" means a husband or wife as defined or recognized under Pennsylvania law. A "parent" means a biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child under 18 or incapable of self-care. Parent does not include "parents-in-law." If the PHA Employee Handbook provides a greater Family Sick Leave benefit than what is provided for in this paragraph, members will be given the use of that greater benefit. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

#### **ARTICLE 30 - BEREAVEMENT LEAVE**

Consistent with the EMPLOYER's bereavement leave policy (except as modified herein), if a death occurs among members of the employee's immediate family, the employee will be granted up to four (4) bereavement leave days. The "immediate family" is defined as wife, husband, life partner, daughter, son, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandchild, step-parents, step-children, step-siblings, and relatives who reside in the same household as the employee.

If a death occurs among other relatives of the employee, the employee will be granted one (1) bereavement leave day. "Other relatives" for the purposes of this Article are defined as brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and first cousin.

#### **ARTICLE 31 - USE OF LEAVE**

Employees are entitled to various types of leave under this Agreement and/or EMPLOYER policy, including but not limited to sick, vacation, injured on duty, FMLA,



personal, medical, worker's compensation, etc. Employees may not use combinations of any leave for which they qualify to allow for absences from work in excess of one (1) year. After the one (1) year period has expired, employees shall be either: (a) required to return to work, if medically cleared to return or (b) separated from employment. Consistent with applicable law, unless the EMPLOYER and the employee otherwise agree in writing, any leave for which employees qualify shall run concurrently and may expire prior to the one (1) year period, at which time employees will be required to return to work. Leaves will be paid or unpaid as specified in the Agreement or policy.

### **ARTICLE 32 - JURY DUTY**

The EMPLOYER agrees that each full time Employee shall be entitled to leave with pay when summoned to be considered for or to serve on jury duty provided the Employee provides the EMPLOYER with a copy of the notice for jury duty and provided the Employee remits to the EMPLOYER any fees received by the Employee for said Jury Duty.

### **ARTICLE 33 - COURT APPEARANCE**

A. When an employee in the bargaining unit is required by the EMPLOYER to appear in court on behalf of the EMPLOYER, the employee will do so without loss of time or pay.

B. When an employee wishes to or is required to appear in court for any other purpose including private and personal matters, their absence from work will be excused provided that the employee submits acceptable documentation of the need for said absence. When an absence is approved under such circumstances, the employee shall be required to use accumulated personal, vacation or compensatory leave, or a leave of absence without pay in that order.

### **ARTICLE 34 - PART-TIME EMPLOYEES**

A. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours or more each week but less than thirty five (35) hours shall earn vacation, personal leave, funeral leave, and sick leave in accordance with those sections of this Agreement except that the amount earned by such employees shall be four-seventh (4/7) of that earned by their full-time counterparts.

B. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) or more hours each week but less than thirty five (35) hours shall receive holiday pay for any holiday which falls on a day on which they are normally scheduled to work and the amount paid shall be equivalent to the amount of hours for which they are normally scheduled.

### **ARTICLE 35 - MEDICAL LEAVE OF ABSENCE**

Entitlement to medical leave shall be governed by the EMPLOYER's Family and Medical Leave Policy and Medical Leave of Absence Policy set forth in the Employee Handbook.

During the medical leave of absence, without pay, the Authority shall continue the life insurance coverage and medical insurance and prescription insurance coverage provided for such an employee under this Agreement.

#### **ARTICLE 36 - WORKER'S COMPENSATION/INJURY ON DUTY (IOD)**

Worker's Compensation and IOD leave shall be governed by the EMPLOYER's Job Related Injuries Policy set forth in the Employee Handbook, but within the limitations of Article 31 Use of Leave. Employees are responsible for reporting injuries sustained on the job to their supervisor within 48 hours of the time the employee knew or should have known of the injury. Failure to report a job-related injury in accordance with the State Worker's Compensation Act may result in delayed or non-payment of benefits.

Employees assigned to light duty work as a result of a work-related injury shall be assigned consecutive days off if the employee has consecutive days off on his/her regular shift.

#### **ARTICLE 37 - PERSONAL LEAVE WITHOUT COMPENSATION**

Upon request to and approval by the Executive Vice President of Human Resources, full-time employees may take a leave of absence for personal reasons of up to four (4) month duration. During the entire period of said leave, the employee shall receive no pay or other economic benefits. The EMPLOYER shall have the unlimited right to hire temporary employees for the full duration necessary to fill in for employees on such leave.

#### **ARTICLE 38 - LEAVE OF ABSENCE FOR UNION REPRESENTATIVES**

Upon receipt of written advance notice, EMPLOYER shall permit UNION representatives to attend UNION sponsored conferences and conventions for up to five (5) days each per contract year. The representative may take the time without pay or with pay using accumulated vacation leave time.

#### **ARTICLE 39 - PROMOTIONS**

A. Promotions within the bargaining unit shall be awarded to the most qualified candidate based on the EMPLOYER's assessment of the last two years of performance evaluations in the employee's classification, the last two years of disciplinary history, and interview(s) of candidates, in addition to fitness and ability. Among equally qualified candidates, seniority shall prevail.

B. For purposes of promotion, seniority shall be defined as the employees most recent date of appointment to the EMPLOYER.

C. All promotional opportunities for positions covered by this agreement shall be posted for at least fifteen (15) calendar days electronically on the EMPLOYER's Portal.

D. An employee in a lower classification in one of the occupational series listed below shall be promoted to the next higher classification in the same series without the position being posted provided the Employee has a current overall performance evaluation of Satisfactory

in the lower job classification and the Employee has been employed by the EMPLOYER in the lower classification for a total amount of time equal to the difference in the experience requirements identified in the Minimum Acceptable Training and Experience section or similar section of the higher and lower job classifications. Where a position requires licensure, the Employee in addition to the above, must possess the requisite license to be promoted. Promotion to a higher classification under this provision shall not convey any right to permanent status in that class; an employee so promoted shall have to satisfactorily complete the probation period in that higher class in order to attain that permanent status. This provision shall apply to the following occupational series:

1. Housing Rehabilitation Specialist I
2. Housing Rehabilitation Specialist II

#### **ARTICLE 40 - JOINT LABOR MANAGEMENT COMMITTEE**

The Joint Labor Management Committee (JLMC) shall consist of two representatives of the UNION and two members of Management. The JLMC shall convene quarterly, or as necessary, and discuss topics of concern under the collective bargaining agreement.

#### **ARTICLE 41 - TUITION REIMBURSEMENT**

A. Each regular full-time employee who has been on the active payroll for more than one (1) year may apply for tuition reimbursement under this Article. An employee shall be granted tuition reimbursement up to Two Thousand (\$2,000.00) Dollars per fiscal year under the following conditions:

1. The employee makes a written request to the Human Resource Department to take the course and provides the following information: the employee's name, job title and department; the course name, the educational institution offering the course; and a description of the course's content;
2. The employee obtains the prior approval of the EMPLOYER;
3. The course can reasonably be expected to add value to the EMPLOYER;  
and
4. The employee passes the course.

B. Reimbursement to the employee will be made by the EMPLOYER after it receives written proof that the employee has passed, the course(s). In no event shall an employee receive more than Two Thousand (\$2,000.00) Dollars in any fiscal year. The EMPLOYER shall promptly reimburse the employee.

C. The EMPLOYER shall respond to a request for approval within thirty (30) work days after the request is submitted in writing.

D. In the event the employee voluntarily leaves employment with the EMPLOYER within one (1) year after receipt of the tuition reimbursement, for the reasons other than job related disability or retirement as a result of disability, the employee shall repay, through deduction, the full amount of the reimbursement.

E. If the PHA Employee Handbook provides for tuition reimbursement of an amount greater than \$2,000, members will be given the use of that higher amount, subject to the requirements of this Article. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

#### **ARTICLE 42 - UNIFORMS**

As soon as practical but within the first year of this Agreement, the Employer shall arrange to provide food service employees (Cooks and Nutrition Aides with five (5) sets of uniforms at no cost to the employees. The five uniforms shall be either dresses or shirts/pants combinations as prescribed by EMPLOYER specifications: The EMPLOYER shall determine and provide for the initial method procurement, and shall provide for replacement thereafter on a fair wear and tear exchange basis.

#### **ARTICLE 43 - SAFETY**

A. The EMPLOYER shall be responsible for providing and maintaining safe working conditions while employees shall be responsible for performing their duties in a safe manner.

B. The EMPLOYER and the UNION agree to refer safety and related equipment matters that are not otherwise the direct subject of a grievance to the Joint Labor Management Committee.

#### **ARTICLE 44 - NO STRIKE-NO LOCKOUT CLAUSE**

The EMPLOYER agrees that during the term of this agreement, there shall be no lockouts by the EMPLOYER. The UNION agrees that during the term of this agreement and as otherwise prohibited under the Pennsylvania Public Employee Act, there shall be no strikes, picketing, walkouts, suspension of work, slowdowns or any other interference, stoppage or cessation of work, either total or partial, by the UNION or any employees.

#### **ARTICLE 45 - FUNDING**

The parties recognize that the funding required to support the provisions of this Agreement are provided for by either federal Congressional appropriation through the Department of Housing and Urban Development or through public or private social service grants. The parties further recognize that those funding entitlements and grants are subject to availability and established application, approval and budgetary procedures.

#### **ARTICLE 46 - SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, having any jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree, upon request of either, to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

Furthermore, notwithstanding any provision set out in this Agreement, nothing in the Agreement shall operate to limit the rights of the United States of America acting through the Department of Housing and Urban Development pursuant to its Annual Contributions Contract with the Philadelphia Housing Authority.

#### **ARTICLE 47 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and, that the understanding agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. In acceptance of this Agreement, the UNION agrees that all prior conditions, practices, customs, usages and obligations are completely superseded and revoked to the extent deemed desirable by the EMPLOYER insofar as any such prior condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this Agreement. The EMPLOYER and the UNION for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which was or might have been raised in the course of negotiating this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 48 - RATIFICATION AND APPROVAL**

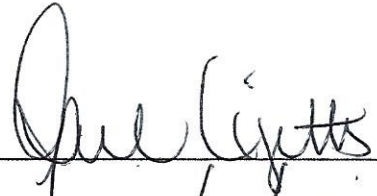
This Agreement is made conditioned upon the express ratification and/or approval of the membership of the UNION and the Board of Commissioners of the EMPLOYER.

**ARTICLE 49 - SIGNATORY CLAUSE**

IN WITNESS WHEREOF, the EMPLOYER and the UNION, handing to be legally bound, agree that this Consolidated Collective Bargaining Agreement and the Appendix constitutes the full Agreement between the parties.

FOR LOCAL 2187, DISTRICT COUNCIL  
47, AFSCME, AFL-CIO

FOR THE PHILADELPHIA HOUSING  
AUTHORITY

  
\_\_\_\_\_  
Dated: 7/15/22

\_\_\_\_\_  
Dated: \_\_\_\_\_

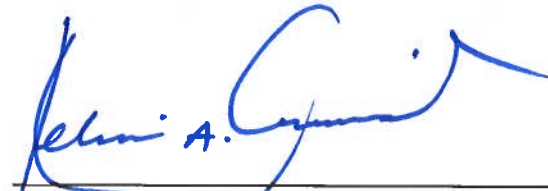
**ARTICLE 49 - SIGNATORY CLAUSE**

IN WITNESS WHEREOF, the EMPLOYER and the UNION, handing to be legally bound, agree that this Consolidated Collective Bargaining Agreement and the Appendix constitutes the full Agreement between the parties.

FOR LOCAL 2187, DISTRICT COUNCIL  
47, AFSCME, AFL-CIO

FOR THE PHILADELPHIA HOUSING  
AUTHORITY

\_\_\_\_\_



Dated: \_\_\_\_\_

Dated: 6/24/22

**ARTICLE 49 - SIGNATORY CLAUSE**

IN WITNESS WHEREOF, the EMPLOYER and the UNION, handing to be legally bound, agree that this Consolidated Collective Bargaining Agreement and the Appendix constitutes the full Agreement between the parties.

FOR LOCAL 2187, DISTRICT COUNCIL  
47, AFSCME, AFL-CIO

FOR THE PHILADELPHIA HOUSING  
AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## EXHIBIT A

Job Title	Step	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027	
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
Administrative Technician	1	\$29.08	\$52,925.89	\$29.66	\$53,984.41	\$30.25	\$55,064.10	\$30.86	\$56,165.38	\$31.48	\$57,288.69
Administrative Technician	2	\$30.28	\$55,106.75	\$30.88	\$56,208.89	\$31.50	\$57,333.07	\$32.13	\$58,479.73	\$32.77	\$59,649.32
Administrative Technician	3	\$31.47	\$57,269.82	\$32.10	\$58,415.21	\$32.74	\$59,583.52	\$33.39	\$60,775.19	\$34.06	\$61,990.69
Administrative Technician	4	\$32.67	\$59,450.91	\$33.32	\$60,639.93	\$33.99	\$61,852.73	\$34.66	\$63,089.79	\$35.36	\$64,351.58
Command Center Dispatcher	1	\$26.23	\$47,745.17	\$26.76	\$48,700.07	\$27.29	\$49,674.07	\$27.84	\$50,667.56	\$28.40	\$51,680.91
Command Center Dispatcher	2	\$27.23	\$49,564.37	\$27.78	\$50,555.66	\$28.33	\$51,566.77	\$28.90	\$52,598.11	\$29.48	\$53,650.07
Command Center Dispatcher	3	\$28.23	\$51,373.33	\$28.79	\$52,400.80	\$29.37	\$53,448.81	\$29.95	\$54,517.79	\$30.55	\$55,608.14
Command Center Dispatcher	4	\$29.23	\$53,200.69	\$29.82	\$54,264.70	\$30.41	\$55,350.00	\$31.02	\$56,457.00	\$31.64	\$57,586.14
Command Center Technician	1	\$21.13	\$38,460.17	\$21.55	\$39,229.37	\$21.99	\$40,013.96	\$22.43	\$40,814.24	\$22.87	\$41,630.53
Command Center Technician	2	\$21.82	\$39,716.92	\$22.26	\$40,511.26	\$22.70	\$41,321.49	\$23.16	\$42,147.92	\$23.62	\$42,990.87
Command Center Technician	3	\$22.50	\$40,951.79	\$22.95	\$41,770.82	\$23.41	\$42,606.24	\$23.88	\$43,458.36	\$24.36	\$44,327.53
Command Center Technician	4	\$23.19	\$42,201.94	\$23.65	\$43,045.98	\$24.12	\$43,906.90	\$24.61	\$44,785.03	\$25.10	\$45,680.74
Contract Control Specialist II	1	\$37.23	\$67,763.88	\$37.98	\$69,119.16	\$38.74	\$70,501.54	\$39.51	\$71,911.58	\$40.30	\$73,349.81
Contract Control Specialist II	2	\$38.93	\$70,851.81	\$39.71	\$72,268.85	\$40.50	\$73,714.22	\$41.31	\$75,188.51	\$42.14	\$76,692.28
Contract Control Specialist II	3	\$40.63	\$73,940.27	\$41.44	\$75,419.07	\$42.27	\$76,927.46	\$43.11	\$78,466.01	\$43.98	\$80,035.33
Contract Control Specialist II	4	\$42.32	\$77,019.18	\$43.16	\$78,559.56	\$44.03	\$80,130.75	\$44.91	\$81,733.37	\$45.81	\$83,368.04
CRC Shift Supervisor	1	\$27.32	\$49,714.63	\$27.86	\$50,708.92	\$28.42	\$51,723.10	\$28.99	\$52,757.56	\$29.57	\$53,812.71
CRC Shift Supervisor	2	\$28.32	\$51,533.83	\$28.88	\$52,564.50	\$29.46	\$53,615.79	\$30.05	\$54,688.11	\$30.65	\$55,781.87
CRC Shift Supervisor	3	\$29.31	\$53,342.78	\$29.90	\$54,409.63	\$30.49	\$55,497.82	\$31.10	\$56,607.78	\$31.73	\$57,739.94
CRC Shift Supervisor	4	\$30.31	\$55,170.15	\$30.92	\$56,273.55	\$31.54	\$57,399.02	\$32.17	\$58,547.00	\$32.81	\$59,717.94
Customer Response Technician	1	\$26.23	\$47,745.17	\$26.76	\$48,700.07	\$27.29	\$49,674.07	\$27.84	\$50,667.56	\$28.40	\$51,680.91
Customer Response Technician	2	\$27.23	\$49,564.37	\$27.78	\$50,555.66	\$28.33	\$51,566.77	\$28.90	\$52,598.11	\$29.48	\$53,650.07
Customer Response Technician	3	\$28.23	\$51,373.33	\$28.79	\$52,400.80	\$29.37	\$53,448.81	\$29.95	\$54,517.79	\$30.55	\$55,608.14
Customer Response Technician	4	\$29.23	\$53,200.69	\$29.82	\$54,264.70	\$30.41	\$55,350.00	\$31.02	\$56,457.00	\$31.64	\$57,586.14
Housing Rehab Specialist II	1	\$37.23	\$67,763.88	\$37.98	\$69,119.16	\$38.74	\$70,501.54	\$39.51	\$71,911.58	\$40.30	\$73,349.81
Housing Rehab Specialist II	2	\$38.93	\$70,851.81	\$39.71	\$72,268.85	\$40.50	\$73,714.22	\$41.31	\$75,188.51	\$42.14	\$76,692.28
Housing Rehab Specialist II	3	\$40.63	\$73,940.27	\$41.44	\$75,419.07	\$42.27	\$76,927.46	\$43.11	\$78,466.01	\$43.98	\$80,035.33
Housing Rehab Specialist II	4	\$42.32	\$77,019.18	\$43.16	\$78,559.56	\$44.03	\$80,130.75	\$44.91	\$81,733.37	\$45.81	\$83,368.04
Housing Rehab Specialist III	1	\$39.34	\$71,602.56	\$40.13	\$73,034.61	\$40.93	\$74,495.31	\$41.75	\$75,985.21	\$42.59	\$77,504.92
Housing Rehab Specialist III	2	\$40.95	\$74,533.82	\$41.77	\$76,024.49	\$42.61	\$77,544.98	\$43.46	\$79,095.88	\$44.33	\$80,677.80
Housing Rehab Specialist III	3	\$42.56	\$77,456.57	\$43.41	\$79,005.70	\$44.28	\$80,585.81	\$45.16	\$82,197.53	\$46.07	\$83,841.48
Housing Rehab Specialist III	4	\$44.17	\$80,385.39	\$45.05	\$81,993.10	\$45.95	\$83,632.96	\$46.87	\$85,305.62	\$47.81	\$87,011.74
PT CHSP Homemaker	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94
PT Congregate Aide I	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94
PT Nutrition Aide 1 - Sr. Prg.	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94