

CITY OF PHILADELPHIA

CONTRACT PROPOSALS

TO

AFSCME DISTRICT COUNCIL 47

May 22, 2025

The City of Philadelphia reserves the right to add to, delete from, or otherwise modify these proposals during the course of the collective bargaining process. The proposals are made without prejudice to the City's position in any grievance, grievance arbitration, unfair labor practice, court case, or appeals thereof, and, in some, cases are a declaration of existing rights.

**INDEX FOR CITY OF PHILADELPHIA PROPOSALS
TO DISTRICT COUNCIL 47**

	Page
1. DURATION.....	1
2. COMPENSATION	1
3. HEALTH AND WELFARE	1
4. WORK SCHEDULES.....	1
5. OVERTIME	1
6. PART-TIME, OR TEMPORARY EMPLOYEES	2
7. SICK LEAVE.....	2
8. LEAVE BENEFITS.....	3
9. PERFORMANCE MANAGEMENT	3
10. DISCIPLINE AND DISCHARGE	3
11. GRIEVANCE PROCEDURE	4
12. WORKING OUT OF CLASS	5
13. APPOINTMENTS, PROMOTIONS, ASSIGNMENTS AND TRANSFERS.....	5
14. PROBATIONARY PERIOD	6
15. REDESIGNING GOVERNMENT INITIATIVE.....	6
16. DRUG & ALCOHOL POLICY.....	6
17. FURLOUGH	6
18. SEPARABILITY AND SAVINGS.....	7

1. DURATION

The collective bargaining agreement shall be for a period of four (4) years from July 1, 2025 through June 30, 2029.

2. COMPENSATION

To contain the City's costs and help the City achieve savings during this time of significant financial challenges, the City proposes the following terms:

- (a) Wage increases consistent with the City's ability to pay and the Five Year Plan.

3. HEALTH AND WELFARE

- (a) Changes shall be made in co-pays and deductibles. Co-insurance and/or employee contributions will be modified to reduce the cost to the City of providing benefits for bargaining unit employees and to moderate future costs increases.
- (b) In the event that comprehensive healthcare legislation is passed on the federal or state level, the parties agree to meet to discuss the impact, if any, of such legislation on the City's contractual funding obligation towards the cost of the existing health care programs.

4. WORK SCHEDULES

The provisions of the contract governing Departmental committees to discuss work schedule proposals shall be amended as follows:

- (a) The City shall have the right to change employee schedules for more than ten (10) business days without the requirement of a submission to a neutral tie breaker, provided that affected employees are given at least thirty (30) days' notice of a change in schedule. The right to implement such schedules shall not be limited to the one time each year opportunity created under the previous contract language. Non-standard schedule changes may include, but not be limited to, any or all of the following: multiple starting times, rotating regular days off, split shifts and less than five-day work schedules.
- (b) The City shall have flexibility to change the shifts of employees who work in work units that require 24-hour coverage, including, but not limited to, compressed work schedules including 12-hour shifts.

5. OVERTIME

Employees will be selected for voluntary overtime based on skills and performance, not just seniority.

6. PART-TIME, OR TEMPORARY EMPLOYEES

There shall be no restrictions on the City's ability to use part-time or temporary employees.

7. SICK LEAVE

Changes shall be made to the existing sick leave provisions as necessary to reduce sick leave and absenteeism, including, but not limited to, the following:

- (a) Employees on the Excessive Use of Sick Leave List shall not earn sick leave until they have been removed from the list.
- (b) All employees shall be subject to visitation by the department while on sick leave to verify that the employee is unable to work.
- (c) Employees shall be placed on the Excessive Use of Sick Leave List after using five (5) uncertified days in full or partial day increments in any twelve (12) month period. The practice of providing written notice of five (5) days of uncertified time used shall be discontinued.
- (d) Employees who use uncertified sick leave shall be precluded from working voluntary overtime for a period of thirty (30) days from their return to work.
- (e) Employees on the Excessive Use of Sick Leave list shall not be eligible for voluntary overtime opportunities.
- (f) All use of sick leave for scheduled medical appointments must be approved in advance by the designated individual in the employee's department. Any medical appointment which is not approved in advance will be considered uncertified, unless proof of an urgent appointment need is provided (the note must describe the urgency of the situation).
- (g) Upon suspected abuse of the certified sick leave rules, the department may require an employee to see a medical provider of the City's choosing to verify the alleged illness.
- (h) Departments may require that employees use no more leave time than is necessary for a medical appointment, i.e., employees may be directed to report to work before or after a medical appointment.
- (i) Departments may require employees who request sick leave upon being scheduled for overtime, to obtain and present certification that they were seen by a medical professional.

8. LEAVE BENEFITS

- (a) Employees shall be permitted to take unpaid leave only with prior approval (including foreseeable FMLA leave) except in emergency circumstances. Employees who violate this policy will be subject to discipline up to and including termination.
- (b) The City may restrict and/or cancel leave for the period of national security or large-scale events.
- (c) Pro-rated Administrative leave earned during first year of employment.

During the first year of employment:

- (i) Employees hired between July 1 and July 31 will earn five (5) days of administrative leave.
- (ii) Employees hired between August 1 and October 31 will earn three (3) days of administrative leave.
- (iii) Employees hired between November 1 and November 30 will earn one (1) day of administrative leave.
- (iv) Employees hired between December 1 and June 30 will not earn any administrative leave in that fiscal year.

All rules applicable to the use of administrative leave remain unchanged.

9. PERFORMANCE MANAGEMENT

- (a) After meeting and discussing with the appropriate local, the City may implement an incentive and/or bonus pay system, subject to annual renewal by the City. Such bonuses may be based upon individual or group performance.

10. DISCIPLINE AND DISCHARGE

The following shall be added to the existing disciplinary provisions:

- (a) IMMEDIATE SUSPENSION. Under any of the following circumstances, an employee may be immediately suspended without pay pending a full investigation and disciplinary process:
 - (i) When the employee engages in harassing behavior;
 - (ii) When the appointing authority or designee has a reasonable basis to believe that the employee poses a threat to the integrity of City equipment, materials, supplies or records;

- (iii) When an employee has been arrested and charged with a felony or a serious misdemeanor.
- (b) Past discipline will be considered in determining progressive discipline for up to five (5) years. Discipline for certain serious offenses, such as harassment, workplace violence, or jeopardizing the safety of a child, will remain on an employee's record permanently and may be considered as part of determining the penalty for any future disciplinary actions.
- (c) Imposition of discipline will not be delayed by the lack of availability of a union official to attend a hearing.
- (d) The City will eliminate any ~~past~~ practices requiring the presence of a union representative when notice of intended discipline is served on a bargaining unit member.¹
- (e) Departments can adopt a lateness and/or AWOL policy applicable to employees upon thirty (30) days' notice to the Union.
- (f) Departments shall be permitted to establish a dress code, including requiring the wearing of name badges, upon thirty (30) days' notice to the Union.²

II. GRIEVANCE PROCEDURE

The grievance procedure shall be amended, as necessary, to reflect the following:

- (a) Suspensions of five (5) days or less, oral or written warnings, transfers, or alleged violations of paragraph 37 of the 1992-1996 Memorandum of Understanding are subject to the grievance procedure but shall not be subject to arbitration.
- (b) The parties agree that a discrimination, harassment, or retaliation claim brought pursuant to Article 37 shall be submitted to the Employee Relations Unit for investigation. Upon completion of the investigation, the grievance will be heard at Step IV, if the Union elects to pursue the issue through the grievance process. If the Union pursues the grievance but the subject matter is submitted to an outside investigatory/enforcement agency and/or court at any point prior to the issuance of an award, the grievance will be withdrawn.
- (c) RETROACTIVITY OF AWARDS

The Retroactivity of Awards section of the Grievance and Arbitration Procedure shall be amended to provide that employees discharged due to criminal charges for conduct away from the job shall not be eligible for any back pay in the event of reinstatement.

¹ Submitted as a declaration of existing rights.

² Submitted as a declaration of existing rights.

(d) LIMITATION ON ARBITRATION REMEDIES

Any grievance arbitration award that includes an award for lost overtime will not provide for the payment of cash overtime, but rather shall mean that the employee will be provided the opportunity to work the hours that have been identified as lost overtime, either through the award of the arbitrator or through the agreement of the parties, within a specified period of time determined by the arbitrator or through agreement of the parties.

(e) LIMITATION ON OBLIGATION TO PROCESS GRIEVANCES

Grievances challenging employee terminations will not be processed at STEP IV of the grievance and arbitration procedure until all City-provided equipment and property, including, but not limited to, electronic and physical property, is returned to appropriate City personnel. No back pay will accrue during the period of any delay caused by (1) an employee's failure to return property; (2) an employee's failure to attend any meeting or hearing; or (3) any request made by the employee.

12. **WORKING OUT OF CLASS**

- (a) Article 14(B) of the 1992-1996 Master Agreement shall be amended to revise the appeal process.
- (b) The "Library Side Letter" in paragraph 19 of the 2021-2024 Agreement shall be amended to include Librarian 1s, as well as Librarian 2s.

13. **APPOINTMENTS, PROMOTIONS, ASSIGNMENTS AND TRANSFERS**

- (a) Employees who are transferred or demoted to a new position within the employee's existing job classification or an equivalent position in a new department or who are appointed pursuant to Civil Service Regulation 32 shall be subject to a probationary period of six (6) months. Rejection during probation shall not be subject to the grievance or arbitration procedure.
- (b) Eliminate any contractual provisions or past practices that impede the City's flexibility to assign personnel, including the right to transfer employees and the right to assign work to non-bargaining unit personnel.
- (c) City can implement job training or apprenticeship programs using non-bargaining unit personnel to perform bargaining unit work with the intent to train people to perform City jobs.

(d) Non-selection on second certification language shall be modified to reflect the following:

(i) Non-selection on final certification

In the case of a final certification to an appointing authority, the appointing authority will notify the eligible so certified and that eligible, if not selected, may request and shall be granted an interview regarding his/her non-appointment.

(e) Eliminate any contractual provisions or past practices that impede the City's selection and direction of personnel.

14. PROBATIONARY PERIOD

Employees who are on leave, regardless of reason, whether paid or unpaid, for longer than seven (7) calendar days during a probationary period shall have their probation extended by the length of the leave.

15. REDESIGNING GOVERNMENT INITIATIVE

The Redesigning Government Initiative shall be extended during the term of this agreement.

16. DRUG & ALCOHOL POLICY

(a) Revise the Drug & Alcohol Policy, including but not limited to:
include random testing for all "safety sensitive" positions.

17. FURLOUGH

Placing an employee temporarily in a non-pay, non-duty status because of lack of work or lack of funds or other economic reasons as determined by the Finance Director. All furloughs must be authorized in advance by the Finance Director and the Director of Human Resources. Time spent on furlough shall be an unpaid leave of absence and shall be treated as an unpaid leave of absence such for purposes of accruing pension and service credit. The City shall not be required to follow the layoff procedure set forth in Civil Service Regulation 16.01 and its sub-parts with regards to such furloughs. The City will continue to make health benefit contributions on behalf of the employee during the furlough period. Furloughs shall not be considered a separation from service.

Rules for administering this provision shall be subject to Civil Service Regulation 16.02 and its subparts.

18. SEPARABILITY AND SAVINGS

If during the term of this agreement, any legislation is passed that provides for an increase in wages or fringe benefits for covered employees, and this change results in increased costs for the City, the City shall have the right to adjust other terms and conditions of employment to cover the increased costs.