

TENTATIVE AGREEMENT

BETWEEN

THE CITY OF PHILADELPHIA AND AFSCME, DISTRICT COUNCIL 33

Scope: This Agreement applies to employees represented by District Council 33 including former Traffic Court employees, School Crossing Guards, but not employees who are eligible for interest arbitration. However, the Health and Welfare and Grievance Procedure provisions of this Agreement apply to employees who are eligible for interest arbitration and any interest arbitration panel shall not have jurisdiction to address issues related to Health and Welfare benefits, pension benefits, or the Grievance Procedure.

1. Term of Agreement shall be three (3) years – July 1, 2021 through June 30, 2024.
2. Health and Welfare:
 - a. The City will increase its contribution to the DC 33 Health & Welfare Fund in an amount sufficient to stabilize the Fund going forward equaling \$1,500 per member enrolled in the DC 33 Health Plan per month effective in the first month following ratification of this agreement. The Fund will provide claims and other relevant data to the City to allow the City to confirm that the Plan expenditures will not exceed the City's contributions and required contributions from plan participants. The City and the Union will meet regularly, no less frequently than every 60 days to review expenditures and income for the Plan.
 - b. The City will work with the District Council 33 Plan to satisfy the Plan's outstanding obligations to Aetna through a lump sum payment of no more than \$23 million within 30 days of ratification. There will be no other lump sum payments to the Plan for the duration of this agreement.
 - c. The DC 33 Plan will continue to examine whether it will convert from its current structure with Aetna to a structure similar to that of other City-AFSCME plans whereby the City reimburses the Plan for an agreed upon percentage of claims and related expenses. If the DC 33 Plan does not convert to such a plan prior to July 2023, the parties agree to reopen the Health & Welfare provisions of this Agreement to determine if the DC 33 Plan could convert from its current structure with Aetna to a structure similar to that of other City-AFSCME plans whereby the City reimburses the Plan for an agreed upon percentage of claims and related expenses. The City and the Union will agree on the specific amounts of claim reimbursement required by the new structure. Modifications to the structure of benefits provided by the Plan will be reviewed and approved by the City before going into effect. In the event that the DC 33 Fund does not convert to a structure similar to that of other City-AFSCME plans, the City will continue its per member per month contribution to no more than \$1,500 per member per month provided that number is actuarially required by the Fund's claims expenditures to provide the same level of benefits to participants as exist at the time this agreement is ratified.
 - d. Effective July 2023, new employees within the DC 33 bargaining unit will not be permitted to participate in the City Administered Plan. Employees hired into the DC 33 bargaining unit after the effective date of this agreement will only participate in the DC 33 Health Plan, regardless of their membership status in DC 33.
 - e. Health and Welfare Orientation - A program will be established to permit new bargaining unit members to attend a one-time orientation session to be offered by the Union. Employees will be permitted to combine their lunch hour with one hour of excused leave

time to attend a two (2) hour health care orientation session. The health care orientation sessions will be held on the second and fourth Tuesday of each month from 11:00 AM until 1:00 pm at the Union Hall. The Union will provide the City with the dates and times of all Orientation Sessions scheduled prior to the initiation of the program. Due to operational needs, any Department with more than one new hire, in any month, may select which session the employee may attend.

3. Wages:

- a. Effective July 1, 2021, there shall be an increase of 2.5% in each step of each pay range in the DC 33 pay plan.
- b. Effective July 1, 2022, there shall be an increase of 3.25% in each step of each pay range in the DC 33 pay plan.
- c. Effective July 1, 2023, there shall be an increase of 3.25 % in each step of each pay range in the DC 33 pay plan.

4. Job Classification Pay Adjustment Committee: The Parties will appoint a committee to evaluate other positions within the DC 33 bargaining unit for which additional pay shall be provided in accordance with CS reg #6.14.

- a. The base salary for Laborers will be increased by one pay range as to recognize the changes in job duties effective 30 days after ratification.
- b. The base salary for Sanitation Drivers (need CSC title) will be increased by the dollar equivalent of one-half (1/2) pay range as to recognize the changes in job duties effective 30 days after ratification.
- c. The Sewer Maintenance Inspectors will be increased by the dollar equivalent of one-half (1/2) pay range to recognize the changes in job duties effective 6 months after ratification.

5. Wage Bonus:

- a. Effective 30 days after ratification, each employee will receive \$1,200 consistent with the parties' past practice.
- b. Crossing guards will be entitled to 1/2 of this bonus consistent with the parties' practice.

6. Uniform/Tool Allowances:

- a. The following classifications shall be included in the existing uniform allowances:
 - i. Radiographer and Mammographers in the Health department;
 - ii. Police Tow Truck Operators; and
 - iii. Painters I and II and Building Maintenance Mechanics in the Department of Public Property
- b. Tool allowance will be provided to group leaders and maintenance mechanics in the Department of Public Properties will be added to the tool allowance list.
- c. Annual Boot Allowance Voucher for Sanitation Laborers and Drivers in the Streets Department shall be increased to \$75 twice a year, for a total of \$150 annually.
- d. Sanitation employees will receive 5 summer shirts and 5 winter shirts from the Department.
- e. Effective in 2022, crossing guards will receive an increase in their uniform allowance in the amount of \$25.

7. Grievance Procedure:

- a. Complaints or allegations of discrimination or harassment on the basis of a protected category other than union affiliation/activity are under the purview/authority of the Employee Relations Unit ("ERU"). If a grievance is filed that includes an allegation of discrimination or harassment, all bases of the alleged discrimination or harassment must be identified on the face of the grievance (e.g., race, sex, disability, etc.). If a grievance alleges discrimination or harassment on the basis of a protected category other than union affiliation/activity, even if union affiliation/activity is only one of the grounds, the grievance will be forwarded to the ERU and held in abeyance until the conclusion of the ERU's investigation. Once the ERU issues a determination, the Union shall notify the Office of Labor Relations within 10 days of the date of the ERU decision whether it wishes to pursue the issue through the grievance process. If the Union elects to pursue the grievance process, the grievance may progress through the grievance process, except that if the subject matter of the grievance is submitted to any outside agency and/or court by any individual or entity, it may not progress through the grievance process. If the Union pursues the grievance process 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.
- b. The definition of grievance shall be modified as follows:

A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit against the Department or City regarding the interpretation or application of the provisions of this Agreement, except that no discrimination and/or harassment claim that has also been brought in any outside investigatory/enforcement agency and/or court shall be processed through the grievance process.
- c. When filing grievances at Step IV of the grievance process, the Union must include adequate information, including the underlying grievance documents. A Step IV grievance will be dismissed if the Union has not provided the City with adequate information to allow it to investigate the allegations within the grievance. If information is not provided within 30 days the grievance will be dismissed.
- d. In the event that discrimination/harassment claims go to arbitration, the parties will develop a panel of employment arbitrators to hear those claims. (The City will provide additional language on this proposal.)
- e. Within one year of ratification of the Agreement, the parties agree to replace the current Step V mediation process with third party mediators provided by the state. The mediation process must be agreed to by both parties. The parties agree that neither party will be represented by attorneys during mediation.
- f. Settlement Agreements: The Union will deliver copies of all settlement agreements signed by the grievant, if applicable, and the Union to the Office of Labor Relations. The agreement shall be signed by the Office of Labor Relations within ten (10) working days of delivery. A fully-executed copy of the agreement shall be delivered to the Union within three (3) working days after being signed. The City shall have 90 days to implement the terms of any settlement agreement, however the time shall not begin to run until the executed settlement agreement is delivered to the Union. Delivery may be effectuated by email. Upon request, the Office of Labor Relations shall provide status updates to the Union regarding payment of settlements.

8. Redesigning Government Initiative shall be extended for the term of this Agreement. The City and the union shall identify participants that will be trained in RGI. There will be at least 9 participants from the Union and from the City.
9. Sick Leave:
 - a. Employees on the Excessive Use of Sick Leave list shall earn sick leave at half the regular rate until they have been removed from the list.
 - b. Effective January 1, 2022, employees shall be placed on the Excessive Use of Sick Leave list after using five (5) uncertified days or the equivalent of 37.5 hours in full or partial day increments in any twelve (12) month period. Employees will receive notification after three (3) uncertified days or the equivalent of 22.5 hours.
 - c. Employees who are on the Excessive Use of Sick Leave list and use uncertified leave shall be precluded from working voluntary overtime for a period of thirty (30) days following their return to work.
 - d. Pattern absences that include certified or uncertified absences may be subject to discipline. Examples of pattern absences include, but are not limited to: four certified or uncertified unscheduled call outs before and after days off within a six month period; or four certified or uncertified unscheduled call offs on the weekend within a six month period.
 - e. All employees shall be required to call out one hour before the start of their shift.
10. Holidays:
 - a. Juneteenth will be added to the list of recognized holidays.
 - b. Columbus Day will now be recognized Columbus Day/Indigenous Peoples Day
11. Administrative Leave Day:

Effective January 1, 2022, employees will receive one additional AL day.
12. Performance Management:

In the absence of a timely annual performance evaluation, an employee shall be presumed to have had an overall rating of satisfactory for eligibility to compete in an examination and to receive an earned step increment. This provision does not negate management's ability to file a performance report for the period in question within ninety (90) days of the due date. Any such performance report shall be effective on the date in which that performance report is filed with the Office of Director of Human Resources.
13. Overtime:
 - a. The overtime cap for employees whose annual pay rate is between the maximum rates of pay range 17 and 24 shall be eliminated and employees shall earn overtime at their regular rate of pay. The Union agrees that this provision will resolve any grievances related to this issue and agrees that it will not file a demand for arbitration in any grievance related to this issue for the Group Leaders at the Airport.
 - b. The City will add to the existing contractual restrictions on mandatory overtime: The City will not mandate overtime in such a way that requires an employee to work six consecutive days a week for more than two consecutive weeks.

- c. Effective no later than July 1, 2022, the City agrees that sick time will not be excluded from hours worked for purposes of calculating weekly overtime.

14. Airport meal vouchers:

The amount of a meal voucher will increase to \$15. The current system of paper meal vouchers may be replaced during the life of this Agreement, and any new system will provide for a meal amount of at least \$15. The City will meet and discuss this new system with the Union before implementation and this will satisfy any bargaining obligation.

15. Work Schedules:

The City shall have the right to change shifts or schedules temporarily for a specified period of time not to exceed 10 business days to meet short-term deadlines or unusual circumstances as determined by the Mayor's Office or Managing Director, provided that employees are given at least twenty-four (24) hours' notice of the change. Where emergency circumstances arise as determined by the Mayor's Office or Managing Director, the notice requirement shall be reduced to a minimum of eight (8) hours. Emergency circumstances include but are not limited to: destructive or damaging acts of nature (e.g., fires, floods, pandemics, endemics, civil unrest), or; other circumstances giving rise to an emergency declaration.

16. Parental Leave:

Employees will be eligible for up to four (4) weeks of paid parental leave, which shall be administered subject to the provisions of Civil Service Regulation 22.124.

17. Clearances:

The City will pay for renewal FBI, child abuse, and criminal clearances for School Crossing Guards.

18. Change Of Work Status

- a. The City may temporarily place volunteer employees 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. Such changes shall be authorized by the Finance Director and the Director of Human Resources. Time spent on non-pay, non-duty status will be treated as an unpaid leave of absence for purposes of accruing pension and service credit. This time will not be considered a separation from service and the City will continue to make health benefit contributions on behalf of the employee during this period. The City will not be required to follow the procedure set forth in Civil Service Regulation 16.01 for purposes of implementing changes in work status. The rules for administering this provision shall be subject to Civil Service Regulation 16.02 and its subparts.

19. New Hires:

- a. The City agrees to allow for the submission of electronic authorizations in addition to paper written authorizations for deduction from employees' bi-weekly pay of

membership dues and an annual assessment, if any, in accordance with the following terms:

- i. Authorizations will be sent by the Union via email, as PDF attachments, to the accounts authorized by the City. Preferably, individual authorizations should be submitted separately; however, if more than one authorization is included in the same submission, a summary (e.g., spreadsheet or other listing) will accompany the submission and enumerate each authorization.

20. Pagers: Fire Equipment Dispatchers in the Fire Department will no longer be required to carry pagers without being considered on standby time or on call as outlined in the CS regulations.

21. Vacation Sell Back:

Employees shall be permitted to sell back up to ten (10) vacation days per year. Employees must have a vacation balance of at least 40 days to sell back vacation. Vacation sell backs can only occur during the timeframes established by Finance.

22. Sick Leave Specific Donation:

The sick leave donation procedures in the 2016-2020 MOA will be amended to allow a DC33 member to donate leave time to another DC33 member regardless of the employees' rates of pay. All other eligibility requirements shall remain in effect.

23. Paystubs

- a. By July 1, 2022, the City will modify or supplement employee paystubs to include an explanation for retroactive and/or supplemental payments.

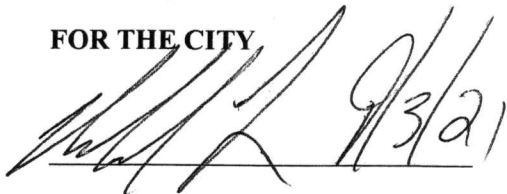
24. Emergency Work: The DC 33 Weather Emergency Essential Personnel Compensation Policy will be renamed the DC 33 Emergency Work Policy.

25. SIDELETTER Comp Time for Shift Workers In The Water Department: The parties will agree to a side letter on this issue.

26. SIDELETTER Medical Office staff members can take the rest of the day off if they encounter an immediate family member has died in the line of business.

27. SIDELETTER The Union will be given the opportunity to present for up to one hour at departmental new hire orientations where they exist.

FOR THE CITY

 9/3/21

 9/3/21

FOR THE UNION

 9-3-21

 9/3/21