

TERM SHEET 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 and School Crossing Guards, but not employees who are eligible for interest arbitration. However, the Health and Welfare provisions of this proposal 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.

1. Term of Agreement. The collective bargaining agreement shall be for a period of three (3) years from July 1, 2025, through June 30, 2028.
2. Wages
 - a. Effective on the day employees begin to return to work following DC 33's declaration that the strike has ended, there shall be an increase of 3% in each step of each pay range in the DC 33 pay plan.
 - b. Effective July 1, 2026, there shall be an increase of 3% in each step of each pay range in the DC 33 pay plan.
 - c. Effective July 1, 2027, there shall be an increase of 3% in each step of each pay range in the DC 33 pay plan.
 - d. Effective July 1, 2026, the standard DC 33 Pay Plan shall be modified to include a fifth step and a third step for School Crossing Guards. Employees will be eligible for earned pay step increases in accordance with Civil Service Regulation 6.099 and its applicable subsections.
 - e. Employees in the Department of Public Health's Medical Examiner's Office, permanently allocated to the (1A41) Forensic Technician 1, (1A42) Forensic Technician 2, (1A44) Forensic Investigator 1, (1A43) Forensic Technician Supervisor and the (1A49) Medicolegal Death Investigator classes shall be compensated at the corresponding pay step half a pay range higher than the range at which they are currently paid. This differential will be paid consistent with Civil Service Regulation 6.14.
 - f. Fleet employees permanently assigned to Aviation Shops #209 and #316 who must maintain the SIDA clearance at the time of appointment and during tenure of employment shall be compensated at their current pay step in the corresponding pay range two ranges higher than the range at which they are currently paid while they are required to perform work in the airfield or in secure areas of the Airport. This differential will be paid in consistent with Civil Service Regulation 6.14.

3. Bonus

All permanent, full-time employees in classes represented by DC 33 who are active on the payroll as of the ratification date shall receive a one-time bonus of \$1,500.00, less required deductions and withholdings, and paid consistent with the parties' past practice. Part-time employees and School Crossing Guards will be entitled to a pro-rated bonus consistent with the parties' past practice. A permanent employee who is on a leave of absence without pay as of July 1, 2025 will be eligible for the lump sum ratification bonus only if they return to the active payroll before January 1, 2026 and remains active on the payroll for at least 60 consecutive calendar days.

4. School Crossing Guards

School Crossing Guards shall be entitled to an additional four (4) hours of compensatory time per year.

5. DC 33 Emergency Work Policy

Emergency compensatory time earned on an hour-for-hour basis by eligible employees pursuant to the DC 33 Emergency Work Policy will not expire.

6. Legal Services

Effective July 1, 2027, contributions to the Legal Services Fund shall be increased to \$16.00 per employee per month.

7. Health and Welfare

- a. The City shall not be responsible for health and welfare payments for the period from July 1, 2025 through August 5, 2025 that would otherwise be due and owing the DC 33 Health and Welfare Fund (the "Fund") in 2025.
- b. The contributions to the Fund shall continue to be \$1500 per employee enrolled in the DC 33 Health Plan per month.
- c. The City will agree to meet to determine an increase in monthly contributions to the Fund provided a qualified health benefits expert selected jointly by the Union and the City ("Third Party Consultant") concludes, after extensive review of the Fund's claims and costs that (1) the Fund reserve has fallen and remains below an average of six (6) months for any quarter between July 1, 2027 and June 29, 2028; and (2) an increase in contributions is necessary to keep the Fund actuarially sound.
 - i. Such review by the Third Party Consultant shall begin no later than January 1, 2026 and shall be ongoing. The review of the Third Party Consultant will also include a review of the services and claims of the DC 33 Health Clinic.
 - ii. Beginning no later than January 1, 2026, the Fund shall also provide, via electronic mail, the City with audited statements and monthly financial

statements for the DC 33 Health Clinic no later than thirty (30) days after they are issued.

- iii. If all the terms of this Paragraph are met, then the City and the Union agree to meet to determine any increase in contribution to the Fund necessary to maintain the Fund's reserves at six months, which could include lump sum payments to the Fund or an increase in monthly contributions. The Fund will maintain the level and scope of benefits at the time of ratification.
- iv. If the parties do not agree on a Third Party Consultant by January 1, 2026, the City will have the discretion to choose the Third Party Consultant.
- d. Within thirty (30) days of ratification of this Tentative Agreement, the Fund will send all information it has regarding any alleged delinquencies related to the payment of the per member per month payments to the City's trustee on the Health Fund, the 1st Deputy Director of the Department of Labor, and the 1st Deputy Finance Director of the Office of the Director of Finance. Within forty-five (45) days of receipt of the information or such time as the parties agree upon, whichever is longer, the City will meet with representatives of the Fund to discuss the alleged delinquencies. The parties will work together to resolve any disputes.
- e. DC 33, in conjunction with the City of Philadelphia, will agree to work in good faith to identify cost containment strategies as a means to manage the cost of healthcare programs offered to employees.
- f. As required by the May 11, 2021 Healthcare Agreement, the Fund shall conduct a Dependent Verification Audit via a third party to confirm the eligibility of covered employees and their dependents to be completed no later than July 1, 2026. The Dependent Verification Audit will begin no later than January 1, 2026. The Fund shall identify a provider to conduct the audit no later than November 1, 2025.

8. Sick Leave

- a. Employees shall receive a warning after 3 uncertified sick days or the equivalent of 22.5 hours and shall be placed on the Excessive Use of Sick Leave List after 6 uncertified sick days or the equivalent of 45 hours in full or partial day increments in any twelve (12) month period.
- b. The warning will be revised to specify the dates of uncertified sick leave usage and will advise that further instances may result in placement on the Excessive Use of Sick Leave List. Additionally, the notice will outline the consequences applicable once an employee is placed on the List.
- c. The parties agree that as part the procedure in paragraph 7(a) of the 2024-2025 extension agreement, the parties will meet and discuss how the City can expedite the notification process.

9. Family Sick Leave

Effective July 1, 2025, the City will remove the restriction on the number of sick days District Council 33 members may use for the "care of dependents in the household who are sick or disabled." This change will be reflected in the Citywide Sick Leave Policy.

10. Funeral Leave

- a. The language regarding "Funeral Leave" in the parties' 1968 Memorandum of Agreement will be replaced with:

Funeral/Bereavement Leave

If there is a death in the immediate family of an employee, consisting only of a spouse, parents, mother-in-law, father-in-law, children, brother or sister, grandparents or grandchildren, such employee shall be granted a four (4) days' leave of absence with full pay, provided the employee attends the funeral services except in unusual circumstances subject to advance approval of the Departmental Human Resources Manager or designee. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than as set forth in this paragraph, provided the employee attends the funeral service.

11. Probationary Period

- a. 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.

12. Police Department

Upon request by either the City or Local 1637, the Department of Labor's Office of Employee and Labor Relations will attend and facilitate discussions regarding a Police Department Civilian Disciplinary Code.

13. Grievance Procedure

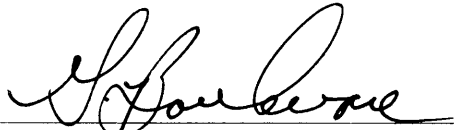
- a. Mediation.
- i. The Parties agree that the mediation program will begin on a date determined by the City, no later than April 1, 2026 (the "Starting Date"). Either party may request to submit a grievance denied at Step IV on or after the Starting Date to the Pennsylvania Bureau of Mediation Services. If the non-requesting party agrees to the request, then the grievance will be submitted to the Bureau.
- ii. Except as modified herein, the parties agree to adopt procedures consistent with the April 26, 2023 memorandum of agreement.

11. RGI

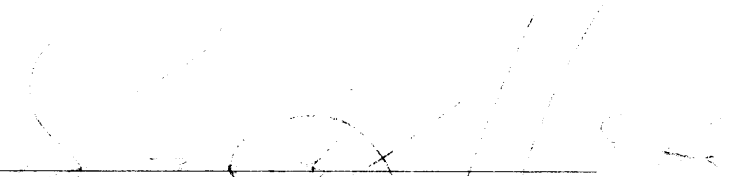
The Redesigning Government Initiative shall be extended during the term of this agreement. The RGI Committee may meet to discuss training needs.

15. Continuity of Benefits

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and District Council 33 covering the period July 1, 2021 through June 30, 2024, which was extended for the period July 1, 2024 through June 30, 2025, shall remain in full force and effect for the term of this agreement July 1, 2025 through June 30, 2028.



AFSCME District Council 33
Date: July 9, 2025



City of Philadelphia
Date: July 9, 2025