

**NON-PROFESSIONAL  
AND  
PROFESSIONAL  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE PHILADELPHIA HOUSING DEVELOPMENT CORPORATION  
AND  
LOCAL 1971, DISTRICT COUNCIL 33, AFSCME, AFL-CIO**

**JULY 1, 2024  
to  
JUNE 30, 2025**

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## **Article 1. INTRODUCTORY PARAGRAPH**

It is hereby agreed by and between **LOCAL 1971, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO** (hereinafter referred to as the “Union”) and the **PHILADELPHIA HOUSING DEVELOPMENT CORPORATION (PHDC)** (hereinafter referred to as the “Employer”) that the following shall be the Collective Bargaining Agreement to become effective **July 1, 2024**.

## **Article 2. PREAMBLE**

A. The Agreement is entered into between the Employer and the Union.

### **1. NON-PROFESSIONAL BARGAINING UNIT**

The intent of this Agreement is to promote harmonious relations between the Employer and the 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, contract and regular part-time Employees in the Bargaining Unit.

### **2. PROFESSIONAL BARGAINING UNIT**

The intent of this Agreement is to promote harmonious relations between the Employer and the 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 professional, non-supervisory, full-time, and regular part-time Employees in the Bargaining Unit.

B. Additionally, the parties further agree that all Employees of the Employer whether in or out of the Bargaining Unit, are entitled to be treated by each other with dignity and respect.

C. It is expressly understood that the Employer and the Union continue to acknowledge that there are two separate and distinct Bargaining Units, with terms and conditions of employment each set forth in this Agreement which is drafted as a single document exclusively for purposes of convenience and cost reduction to the parties. For all purposes of administration, interpretation, arbitration and application, the Bargaining Units are separate and distinct and the practices of the parties, settlement of grievances, modification, agreement, and arbitration decisions affecting one Unit are to have no effect of precedent or prejudice on the other unless the parties expressly agree in writing.

## **Article 3. RECOGNITION OF THE UNION**

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with 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.

#### **A. NON-PROFESSIONAL BARGAINING UNIT**

It is agreed that all positions of the Employer Unit comprised of all full -time and regular part-time, non-civil service and contract Employees, non-professional Employees in the Philadelphia Housing Development Corporation are in the Bargaining Unit; and excluding all supervisors, first level supervisors, management level Employees, confidential Employees, civil service Employees and professional Employees and guards.

This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act of 1970 and the Order of Certification of State Labor Relations Board in Case No. PERA-R-80-680-E.

#### **B. PROFESSIONAL BARGAINING UNIT**

It is agreed that the Unit shall consist of all full -time and regular part-time professional positions in the Philadelphia Housing Development Corporation, excluding all supervisors, first level supervisors, management level Employees, confidential Employees, non-professional Employees and guards.

This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act of 1970 and the Order of Certification of State Labor Relations Board in Case No. PERA-R-84-25-W.

#### **Article 4. TERM OF AGREEMENT**

The term of this Agreement shall be for the period commencing **July 1, 2024**, and terminating **June 30, 2025**. The parties agree that no new provision of the collective bargaining agreement shall be retroactive unless the parties specifically agree on retroactivity for a particular provision and put that agreement in writing.

#### **Article 5. NON-DISCRIMINATION/AFFIRMATIVE ACTION**

- A.** Both the Employer and the Union agree not to discriminate against any Employee in the Bargaining Unit on the basis of race, religion, creed, color, sex, sexual preference, marital status, age, national origin, Union membership, political belief or affiliation, or handicap (including AIDS sufferers) as defined in the Federal Rehabilitation Act of 1973, in accordance with applicable federal, state, and local statutes.
- B.** Both the Employer and the Union will not do anything to abrogate any Employees' rights as to discrimination under existing Federal, State or Local statutes.
- C.** The Employer may discipline Employees for political activity in violation of applicable Federal, State, and/or local law.
- D.** If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Commonwealth's Affirmative Action program, the provisions of such orders, laws and rules shall prevail.

## **Article 6. UNION RIGHTS**

### **A. NON-PROFESSIONAL BARGAINING UNIT**

1. The Employer agrees that a minimum of five (5) Employees in the Bargaining Unit may participate in scheduled meetings held pursuant to negotiating a Collective Bargaining Agreement without loss of time or pay, provided the Employer is notified by the Union of their names sufficiently prior to the meeting in order to make adjustments as are necessary in work schedules and/or assignments. The Union agrees that the total number of Employees for all Units combined shall not exceed eleven (11).
2. In the event of layoff or recall, Union Executive Board Members (no more than three (3)) and Stewards shall have superseniority such that all Employees in the classification in the layoff unit must be laid off before an Executive Board Member or Steward shall be eligible for layoff.

### **B. PROFESSIONAL BARGAINING UNIT**

1. The Employer agrees that up to six (6) Employees in the Bargaining Unit may participate in scheduled meetings held pursuant to negotiating a Collective Bargaining Agreement without loss of time or pay, provided the Employer is notified by the Union of their names sufficiently prior to the meeting in order to make adjustments as are necessary in work schedules and/or assignments. The Union agrees that the total number of Employees for all Units shall not exceed eleven (11).
2. In the event of layoff or recall, one (1) Executive board Member and the Stewards shall have superseniority such that all Employees in the classification in the layoff Unit must be laid off before the Executive Board Member or the Stewards shall be eligible for layoff.
3. The Employer agrees to recognize the elected Union representatives of Local 1971, one (1) Chief Steward and a Steward for each fifteen (15) Employees duly designated by the Union as the representatives of the Union.
4. The Union shall notify the Employer, in writing, within thirty (30) calendar days of any change of designation of said Union representatives and Stewards, with the Stewards' area of jurisdiction designated. Stewards will handle matters of Employee concern only in their jurisdictional area.
5. Both parties agree that Chiefs and Office Stewards may perform their functions including, but not limited to the investigation and representation of grievances to the employer, during working hours without loss of time or pay. Arrangements shall be made with the first level management supervisor for the Chiefs and Office Stewards' release. This privilege shall not be unduly withheld.
6. The Employer agrees to distribute any mutually agreed upon material to all Employees entering or leaving the Bargaining Unit, in order to introduce them to the Union and to acquire certain Health and Welfare and Legal Fund information and/or material.

7. The parties agree that the Union shall have permission to hold meetings and conduct Union business on the Employer's facilities provided that such space is available and that the use of such space does not interfere with the normal work of the Employer. Arrangements for the use of such facilities shall be mutually agreed upon with the Vice-President of Human Resource/Designee. Best efforts shall be made not to cancel the availability of a facility but, if that occurs, an alternative location will be found. This privilege shall not be unduly requested or withheld.
8. Union representatives and Employees who are required to attend arbitrations or legal hearings either as a representative, grievant or witness may attend that hearing(s) without loss of pay, for the period of time necessary to appear and testify provided the Employee provides his/her supervisor with a minimum of twenty-four (24) hours' notice of the intended absences. The Employer shall not recriminate or discriminate against an Employee for attendance at such hearings.
9. The employer agrees that any union official who is involved in official union business as part of the Labor Management relationship shall do so without loss of time or pay. The union official shall inform his or her first level management supervisor in advance. Arrangements shall be made with the first level management supervisor for release to attend such official union business. This privilege shall not be unduly withheld.
10. The parties agree that the union shall have the use of specific bulletin boards for the posting of notices of general interest to its members. Arrangements for the use of such bulletin boards shall be mutually agreed upon. This privilege shall not be unduly requested or withheld. The union shall assume responsibility for union items posted on the bulletin boards. Should there be an objection to such items, it shall be discussed by the Labor Management.
11. The Union recognizes its responsibility as the bargaining agent and agrees to represent all Employees in the Bargaining Unit equally.

**Article 7. MAINTENANCE OF MEMBERSHIP/DUES DEDUCTION**

- A. The Employer agrees to deduct from the wages and salary of any Employee, who is a member as determined by the Union, all Union membership dues, uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Union, provided that said form shall indicate that the Employee is a member of the Union as defined, herein, and shall be executed by the Employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of the Contract unless revoked by written notice to the Union President given during the period fifteen (15) days immediately prior to the expiration of the Contract, by the Employee exercising his/her right to withdraw from the Union. The termination notice must be given to the Employer and the Union President.
- B. Each Employee and the Union hereby authorize the Employer to rely upon and honor certifications by the Secretary-Treasurer of Local 1971 regarding the amount to be deducted as Union dues.

- C. Upon receipt of an authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee from each pay period the sum specified in said authorization and remit the same to the Union. The Employer will make its best effort to remit said payment within seven (7) 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. The list shall be in the following format:
1. Union members in alphabetical order including members who may not be in payroll status within that pay period and indicating the amount of dues deducted for each member, and
  2. Non-Union members in alphabetical order including Employees who may not be in payroll status within that pay period.
- D. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer regarding any dues deduction check off.

#### **Article 8. MANAGEMENT RIGHTS**

- A. It is understood and agreed that the Employer in its sound discretion possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the workforce and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.
- B. Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to such areas of discretion or policy as the functions and program of the Employer, standards of service, all budget matters, utilization of technology, the organizational structure, the right to reorganize, the right to close down, initiate, or modify operations, and the selection and direction of personnel.

#### **Article 9. Employee RIGHTS**

- A. Any Employee who is requested to appear before any authorized representative of management of the Employer for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to arise shall have the right to Union representation upon request of said Employee. Where a meeting is called for a matter involving discipline, the Employer shall inform the Employee of his or her right to Union representation.
- B. The provisions of this Agreement shall be applicable to all Employees in the Bargaining Unit, regardless of Union membership.
- C. The Employer agrees to provide all Employees in the Bargaining Unit with a current copy of an Employee Handbook, which shall not be inconsistent with the Contract, within thirty (30) days of the signing of this Agreement or its adoption by the President & CEO, whichever is later. The Employer further agrees to provide any future Employee with a current copy of an Employee Handbook at the time of their appointment. Any subsequent addition,

modification or deletion shall be provided to the Union and Employees upon adoption by the President & CEO.

- D. Employees in classes represented by the Union shall have the right to examine their personnel file upon written request. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, departmental 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 remove any documents. Making duplicate copies at Employer expense shall be permitted. 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 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, performance evaluations and physical medical records.
- E. 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.
- F. The Employer shall not be required to provide documents concerning ongoing criminal investigations, documents prepared for civil, criminal or grievance procedure hearings, and letters of reference.
- G. All Employees shall receive a copy of their current job specification.
- H. Employee inquiries during the year shall be answered within two (2) days.
- I. All disciplinary actions more than one year old shall be expunged from all Employee personnel records providing the same or similar occurrence has not occurred during the one (1) year period. All disciplinary actions more than three (3) years old (without limitation) shall be expunged from all Employee personnel files. With the exception of notices of change in appointment, job classification, pay grade and annual performance evaluations, no other material shall be placed in an Employee personnel file.
- J. For the sole purposes of demonstrating consistency of application of disciplinary rules, effective the date of the execution of this agreement, the Philadelphia Housing Development Corporation may retain a list of grievances involving discipline with the employee's names redacted. This list shall not be used against any employee for any other reasons whatsoever.

#### **Article 10. GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a dispute or disagreement raised by a member of the Bargaining Unit or the Union against the Employer regarding the interpretation or application of the provisions of this Agreement.
- B. Nothing in this grievance procedure shall preclude either party from attempting to settle any dispute informally, at any level with the Agency to promote orderly and cooperative

relationships. Such informal solutions shall be encouraged through meetings and consultations between the parties as needed. In processing any grievance, the formal 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 applicable to Employees in more than one unit shall be filed directly at Step II.

- C. It is agreed that the UNION may enter the grievance procedure at STEP II on behalf of more than one (1) Employee with the same or like grievances or as a class action on behalf of a number of Employees.
- D. Should a grievance involve a Steward as a result of the Steward's action as an Employee of PHDC, that Steward shall not represent the Employee in the grievance procedure but the UNION Representative to which the procedure would normally advance shall represent the Employee.
- E. The time limits specified in the grievance procedure are mandatory. The time limits may be extended by mutual written consent of the Local President and PHDC's President & CEO.
- F. The following grievance procedure applies to all grievances:

### **1. STEP I**

Any Employee or the Union claiming a grievance or affected by a grievance may directly, or through the Steward or an appropriate Union Representative, discuss and attempt to resolve the grievance in a meeting specifically called for resolution of the grievance with his/her immediate supervisor and/or the department director. Such discussion shall occur within ten (10) working days after the occurrence giving rise to the alleged violation or within ten (10) working days after the Employee knew of the event giving rise to the grievance.

### **2. STEP II**

If the grievance is not satisfactorily resolved within ten (10) working days after its presentation as described in Step I, it may be submitted in writing by a Chief Steward or an appropriate Union Representative to the Vice President of Human Resources or his/her Designee for resolution, which writing shall contain the specifics of the grievance. That submission must occur within ten (10) working days of the Step I answer or its due date. A grievance involving wages or applicable to Employees in more than one unit must be submitted in writing within twenty (20) working days after the occurrence giving rise to the alleged violation or within twenty (20) working days after the Employee knew of the event giving rise to the grievance. Should the grievance result from written notification of termination, the Employee affected and/or the Union, shall initiate the grievance at the Step II level. Any and all written notifications of termination shall specify in writing, the specifics of the just cause for such termination and the written grievance shall contain the specifics of the grievance. In all cases specified above, a meeting shall be held between the Vice President of Human Resources or his/her Designee and appropriate Union Representatives including the grievant. The Vice President of Human Resources or his/her Designee shall provide a written reply within ten (10) working days of submission of the grievance to him/her. If the Employer's response is satisfactory to the Union, the Union must provide the

Employer with written confirmation of its satisfaction within ten (10) working days of the Employer response. In the event of the Employer's failure to reply within ten (10) working days to the satisfaction of the Union, the grievance shall be automatically referred to Step III.

### **3. STEP III**

If the grievance is not satisfactorily resolved within ten (10) working days of the Step II answer, it may be referred by a Union Representative, within ten (10) working days, to PHDC's President & CEO or his/her designee for resolution. That submission must occur within ten (10) working days of the Step II answer or its due date. A meeting shall be held between the President & CEO or his/her designee and appropriate Union Representatives, including the grievant if requested by the Union. The President & CEO or his/her designee shall provide a written reply within ten (10) working days of the date of the submission of the grievance to him/her. If the Employer's response is satisfactory to the Union, the Union must provide the Employer with written confirmation of its satisfaction within ten (10) working days of the Employer response. In the event of the Employer's failure to reply within ten (10) working days to the satisfaction of the Union, the grievance shall automatically be referred to Step IV.

### **4. STEP IV**

Any unresolved grievance which has been fully processed through Step III may be resolved by either party pursuant to Section 903, Public Employee Relations Act 195. Should the grievance be referred to arbitration, the services, and the voluntary rules of labor arbitration of the American Arbitration Association shall be utilized. Any request for arbitration must be made no later than thirty-five (35) working days after the UNION's receipt of the STEP III answer. The cost of filing for arbitration and any fees or expenses charged by the arbitrator shall be borne equally by the parties. Unless the deadline for submission to arbitration is extended by written mutual consent of the parties, the grievance shall be considered to be withdrawn.

## **Article 11. INFORMATION**

### **A. Reports**

1. The Employer agrees to submit to the Union annually, the exact allocation of all positions within the Bargaining Unit indicating each and every job classification and title and name of the Employee filling the position for each and every section of PHDC such as the Table of Organization.
2. The Employer agrees to provide the Union with the following information on a semi-annual basis for all Employees in the Bargaining Unit:
  - Employee Name
  - Address
  - Organizational Unit
  - Employee Number

- Sex
  - Class Title
  - Pay Range
  - Pay Step
  - Seniority Date
  - Work Location
  - Anniversary Date
  - Employee Birthdate
  - Salary
3. The Employer agrees to notify the Union in writing by way of copies of relevant documents or, otherwise, within five (5) working days of the action, the following information:
- Any and all job openings, vacancies, or new positions immediately after existence and advance notice, if possible, prior to any personnel transactions occurring with respect to them;
  - any and all Employees entering, leaving, or reentering the Bargaining Unit;
  - and any and all temporary, acting, provisional or permanent personnel transactions.

Such notification shall include the Employee's name, department, job classification, work location and personnel transaction.

4. Other Reports:
- a. The Union shall notify the Employer of the appointment of any Union official within six (6) working days by telephone and within one (1) month in writing.
  - b. All regular reports and copies of all actuarial or other studies of the pension system shall automatically be submitted to the Union within five (5) working days after receipt by the Employer from the Board of Pensions.

#### **B. Table of Organization**

- 1. A Table of Organization (TO) shall be established which indicates the allocation of Bargaining Unit Positions within PHDC and shows each and every job classification and title and name of the Employee filling the position for each and every section of the Employer as of July 1 of each year.
- 2. The Employer and the Union shall both have an accurate Table of Organization at all times.
- 3. The Employer shall notify the Union by telephone of the implementation of any and all changes or revisions to the Table of Organization within three (3) working days of such changes.

## **Article 12. SENIORITY**

- A. Seniority shall, for the purposes of this Agreement, be defined as including all paid continuous service of an Employee since his/her last date of hire with the Philadelphia Housing Development Corporation and all periods of approved leave of absence without pay, suspension without pay, or layoff which do not exceed fifteen (15) consecutive calendar days. Seniority shall be exercised on a first refusal basis.
- B. If an Employee has a break in service of more than fifteen (15) consecutive calendar days for any reason other than an approved leave of absence without pay, suspension or layoff, they shall, upon re-employment earn seniority as a new Employee.
- C. Seniority shall prevail in all cases where appropriate, including but not limited to, the determination of accumulation and selection of vacation time, determination of overtime assignments and unless otherwise stated in this Agreement, job-openings, promotions, layoffs, choice of compensatory time-off, reassignment of job duties if such reassignment results in the inequitable distribution of work assignments, and other substantially similar conditions of employment.
- D. Military leave as defined and provided for by law shall be included in the calculation of seniority provided that such credit is disclosed and claimed by the Employee. That is, for purposes of any future layoff or subsequent recall, service in the United States Armed Forces between December 7, 1941 to September 2, 1945, June 25, 1950 to July 27, 1953, or August 5, 1964 to January 28, 1974 shall be credited in the calculation of total seniority.
- E. Employees appointed to PHDC as a result of a reorganization of the Department of Housing and Community Development in December, 1982 and January, 1983 and as a result of a reorganization of the Philadelphia Redevelopment Authority effective January 1, 2019 shall retain their Seniority as defined in Article 12 of the Collective Bargaining Agreement between the Department of Housing and Community Development, Philadelphia Redevelopment Authority and the Union, Local 1971 and said credited Seniority shall be applicable as defined in this Collective Bargaining Agreement.
- F. For purposes of any future layoff and subsequent recall only continuous time spent as an Employee of the Department of Housing and Community Development or the Philadelphia Redevelopment Authority immediately prior to appointment with the Philadelphia Housing Development Corporation shall be included in the calculation of total seniority for persons employed by PHDC prior to January 1, 2019.
- G. Wherever the word seniority is used, it shall be used in conjunction with satisfactory work performance. With respect to seniority, the position as well as evaluation of work performance shall apply.

## **Article 13. PROBATIONARY PERIOD**

- A. Every person initially appointed to a position at the Philadelphia Housing Development Corporation shall be subject to a period of probation while occupying such position. The employer agrees that the duration of such probationary period shall not exceed six (6) months

and that no Employee shall be discharged at the end of the probationary period without discussing said dismissal with the union if so requested by the Employee and the dismissal shall not be grievable. During the six (6) month initial probationary period, if a problem arises as to the Employee's performance, the Employee and the Union shall be notified.

- B. Every person promoted to a position at the Philadelphia Housing Development Corporation shall be subject to a period of probation which shall not exceed three (3) months; however, should said employee be rejected, that employee shall have the right to revert to their former position if vacant, but in all cases back to their former job classification. There shall be a written evaluation of the employee's work performance at the end of two (2) months. An employee who does not complete his or her probationary period shall revert as described above and he or she shall continue to be paid the salary at the higher grade level for the balance of the probationary period.
- C. Every Employee promoted to a position at the Philadelphia Housing Development Corporation shall be subject to a period of probation while occupying such position. The Employer agrees that the duration of such probationary period shall not exceed three (3) months for all Employees and that no Employee shall be reduced in grade at the end of the probationary period without just cause and being so notified in writing.
- D. Any Employee who fails to satisfactorily complete a probation period shall be given the reasons for his/her rejection in writing.
- E. The decision of the President & CEO to reject an Employee for continued employment in a class for which the Employee is serving a probation period shall not be arbitrary or capricious and shall not be subject to review or consideration under the grievance procedure contained herein.
- F. Whenever a probationary Employee is absent from work for any of the reasons listed below for a period of thirty (30) calendar days or more, the President & CEO may extend the Employee's probationary period for a period equal to the length of the absence.
  - Sick Leave
  - Vacation Leave
  - Military Leave
  - Leave Without Pay
  - Any combination of the above that exceeds the prescribed time limit.

#### **Article 14. PERFORMANCE EVALUATIONS**

##### **A. General**

1. The performance of permanent Employees shall annually be evaluated by management as "outstanding," "satisfactory," "needs improvement," or "unsatisfactory." Performance ratings will be submitted to the Employee on or before the Employee's anniversary date. Employees shall receive an increment or earned pay increase unless there is a written unsatisfactory performance rating.

2. No unsatisfactory Employee performance evaluation report shall be in effect for more than one year.
3. Should an Employee not receive a performance evaluation, the Employee's work performance shall be considered satisfactory, and the Employee shall receive an increment or earned pay increase immediately following the Employee's anniversary date or retroactive to it.
4. Special performance ratings may be prepared during the course of the year in the event that there is a significant change in an Employee's 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.
5. Any Employee who feels that any performance rating or any part of a performance rating that is construed as being detrimental to the Employee and without just cause may grieve the matter if he or she has explored all remedies available to him or her.

## **B. Rating**

Performance evaluation reports for Bargaining Unit Employees, both on the overall rating and for each individual performance factor, shall range from Outstanding to Unsatisfactory. The comments portions of the form may be used for a narrative but must be used for an unsatisfactory or needs improvement rating.

## **Article 15. CLASSIFICATION PLAN**

- A. The Classification Plans for Bargaining Unit classes with the Employer is attached as Appendix "A" and Appendix "B".
- B. The class specifications established by the Employer and as from time to time supplemented, amended or revised shall constitute the Classification Plan for positions in the Bargaining Unit.
- C. Each of the class specifications in the Classification Plan shall include the class title, a description of the duties and responsibilities of the work and a statement of the qualifications a person should possess to enable him/her to enter upon the duties of a position of the class with reasonable prospects of success. The specifications of the classes of positions in the Classification Plan and their various parts shall have the following force and effect:
  1. The specifications are descriptive and not restrictive.
  2. They are intended to indicate the kinds of positions that are allocated to the several classes, as determined by their duties and responsibilities, and shall not be construed as declaring to any extent, or in any way, what the duties or responsibilities of any position shall be, or as limiting or in any way modifying the power of any appointing authority to assign, direct, and control the work of Employees under his/her supervision.

3. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality.
- D. The Union shall have the right to review and discuss with the Employer prior to implementation, all amendments, revisions, and establishments to class specifications for positions in the Bargaining Unit. Where the Union disputes the reasonableness or necessity of the Employer's proposal, and more than thirty (30) days have passed from the date the Employer presented the proposal to the Union, either side may seek a decision from an arbitrator selected pursuant to the American Arbitration Association (AAA) expedited arbitration procedures.
  - E. Either the Union or the Employer may submit any or all disputes pending pursuant to this paragraph at the time of the arbitration to the arbitrator for decision. The issue before the arbitrator will be whether the classification or series proposed, as a whole, is reasonable. The arbitrator will not have authority to modify or amend the proposed classification or series. If the arbitrator determines that neither party's position on the disputed issue(s) regarding the classification or series is reasonable, the arbitrator may provide non-binding recommendations for amendments to the disputed issues.
  - F. For each arbitrator requested pursuant to this section, the parties shall first attempt to agree upon the arbitrator to be assigned. If, after five (5) business days have passed since either party informed the other that it will seek a decision from an arbitrator, the parties have not agreed upon the arbitrator, the parties will request that an arbitrator be assigned pursuant to the AAA expedited arbitration procedures. The arbitration shall be conducted pursuant to the AAA expedited arbitration procedures. The Employer shall be responsible for the arbitrator's and AAA's fees for the arbitration. Absent both parties' agreement to the contrary, any party that requests postponement of a hearing will be responsible for all costs associated with that postponement.
  - G. Where the services of a third-party arbitrator are sought, there shall be no implementation until a decision is rendered.

#### **Article 16. COMPENSATION PLAN**

- A. Each Employee in the Bargaining Unit shall be compensated at an annual rate in a pay step and pay range in a Pay Plan identical to the "H" Pay Plan (formerly known as "Mandatory Pay Plan") or the "D" Pay Plan (formerly known as "Professional Pay Plan"), or the former PRA "A" Pay Plan or "EP" Pay Plan, which are attached, hereto, as Appendices.
- B. **Original Appointment**  
Each newly appointed Employee's starting salary shall be the first step of the pay range assigned to the class in which the Employee is appointed unless, due to a recruitment problem, appointment to a pay step other than the first step is authorized by the President & CEO, after consultation with the Union. The dropping of pay steps shall not be arbitrary or capricious.

**C. Promotions**

When an Employee is temporarily or permanently promoted from a position in one class to a position in another class having a higher pay range, the Employee will be paid at the pay step in the higher range which will provide for him/her an increase in an amount not less than would be provided by an upward adjustment of one (1) pay step in the lower pay range, or if none would so provide, at the highest pay step in the higher range. An Employee shall not receive a salary increase in an amount equivalent to an upward adjustment of two steps or more in the Employee's former pay range unless such an increase is required in order to appoint the Employee in the pay range for the higher classification and in which case the Employee shall be appointed at the first step. Such pay adjustment shall be effective immediately upon the effective date of the transaction.

**D. Voluntary Demotion**

Should an Employee voluntarily demote to a classification having a lower pay range, the Employee's rate of pay in the lower range shall be the pay step closest to but lower than the rate received in the higher class. Such pay adjustment shall be effective immediately upon the effective date of the transaction.

**E. Involuntary Demotion**

Should an Employee be involuntarily demoted, either permanently or temporarily for disciplinary reasons, the Employee's rate of pay in the lower pay range shall be the highest step in the lower pay range which provides a decrease in salary of an amount equal to no less than one standard increment in the pay range from which the Employee is being demoted. Such pay adjustment shall be effective immediately upon the effective date of the transaction.

**F. Transfer**

When an Employee is transferred, he/she shall continue to receive the same pay rate.

**G. Earned Pay Step Increase**

Advancement from the entrance rate to the maximum rate within a pay range shall be by annual successive steps except as provided herein. Pay step increment increases within the pay range established for an Employee's classification shall be granted on an Employee's salary adjustment date, or retroactive to that date, provided that the Employee's work performance is satisfactory or better.

1. An Employee's salary adjustment date shall be the date of their original appointment unless, due to promotion or a pay range redetermination, an Employee receives a salary increase equivalent to two or more standard increments in the pay range to which the Employee's position was allocated prior to said action, in which case, an Employee shall receive a new salary adjustment date which shall be the effective date of said action.
2. No such incremental increase shall be granted to an Employee whose rate of pay is at or above the maximum pay step in the pay range for the classification to which the Employee is appointed.
3. Not more than one such incremental increase may be granted to an Employee during any twelve-month period.

4. All periods of continuous unpaid status in excess of fifteen working days shall be excluded from calculation of Employee service and shall, therefore, alter an Employee's salary adjustment date by the total amount of continuous time that the Employee remains in unpaid status.
- H. When an Employee, with the approval of the Employer, is assigned duties appropriate to a higher class or position than that in which the Employee is employed, said Employee shall be paid at the rate for the higher class for all hours worked in the higher class until the assignment in the higher class is terminated. Should such an assignment continue beyond thirty (30) days, and in the absence of an appropriate eligible list, a temporary promotion shall be authorized.
- I. Prior to implementation, the Union shall have the right to review and discuss pay ranges assigned to classifications in the Bargaining Unit.

#### **Article 17. HOURS OF WORK**

- A. The normal schedule for Employees in the Bargaining Unit shall be Monday through Friday, seven and one-half (7 ½) hours each day, with one hour for lunch. The assigned work schedule for an Employee may vary from time to time depending on the needs of the work unit as determined by the department director.
- B. While the assigned work hours are thirty-seven and one-half (37 ½) hours per week, Employee's hourly rates of pay are computed on a forty (40) hour work week basis in accordance with the existing practice of the City of Philadelphia.
- C. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work week or workday for the purpose of promoting efficiency. This clause will not be exercised in an unreasonable manner and the Employer will notify the Employee and the Union at least two weeks prior to such change taking effect.
- D. Each Employee shall be advised of their assigned work schedule and shall be required to adhere to it. Should an Employee be late or absent on any workday, the Employee shall be required to call their supervisor/designee thirty (30) minutes before their scheduled starting time.
- E. The Employer recognizes that lateness and/or absence may occasionally occur due to breakdowns of public transportation, extreme weather conditions and similar events beyond the Employee's control and the Employer may, upon determining such, excuse said lateness and/or absence. These latenesses shall be excused when such failures are verified by documentation within three working days of the Employees' return to work.
- F. **Flex Time Policy**
  1. Normal work hours for PHDC Bargaining Unit Employees shall remain between 8:30 AM and 5:00 PM, Monday through Friday.
  2. All Employees must work seven and one-half (7½) hours each workday unless utilizing approved leave time, which does not include the lunch period, and no employee can work

more than eight hours without proper authorization. Employees who do not comply with this component of the policy will be subject to disciplinary action in accordance with the Collective Bargaining Agreement.

3. Employees in the bargaining unit may take up to sixty (60) minutes break time throughout the day, provided seven and one-half (7½) hours are worked each day.
4. All non-field staff Employees are granted one (1) hour or sixty (60) minutes for lunch without compensation. All field staff Employees shall still be granted a minimum of thirty (30) minutes for lunch without compensation. An Employee's lunch period should not last for less than one (1) hour or thirty (30) minutes, respectively, without prior approval from the Employee's supervisor. An Employee's lunch period may last longer than one (1) hour or thirty (30) minutes, respectively, with prior approval from the Employee's supervisor, and provided seven and one-half (7½) hours are worked each day.
5. Lunch for all Employees may not start prior to 11:30 AM and must be completed by 2:30 PM.
6. PHDC may, as per operational needs, schedule meetings, training, seminars or other work-related activity during the normal work hours between 8:30 AM and 5:00 PM, which designated flex time Employees are required to attend. Employees shall be notified by no later than the end of their workday immediately preceding the activity in order to make necessary arrangements to participate.
7. The permissible flex day work hours shall begin between 7:00 AM and 9:30 AM for all staff Employees and shall end for all employees by 6:00 PM, except as noted in paragraph 8 and except for employees who have had their privileges suspended.
8. The Receptionist and Hot Line Employees (and the Employees backing up both positions on a designated workday) must report to work no later than 9:00 AM. Please refer to the weekly Receptionist/Hot Line Schedule.
9. All Employees shall be required to clock in/out when they begin work, begin and end any breaks, lunch periods, stop working at the end of their workday, and periods when they are not conducting PHDC business. If any Employee in the Bargaining Unit forgets or otherwise fails to clock in/out, they must immediately notify their supervisor.
10. An Employee commits an infraction when he/she fails to notify their supervisor within two hours of a missed or otherwise failure to clock in/out at:
  - a. The beginning of a workday;
  - b. The beginning or ending of a lunch period or break;
  - c. The end of a workday (or within two (2) hours after beginning work the next workday).

11. Three infractions as defined in Paragraph 10 above shall be a violation. The privilege to work on a flex schedule for all Employees who commit five (5) such infractions within a one-year period shall be subjected to the following discipline:

- a. First violation will receive a Written Warning;
- b. Second violation within a 12-month period will result in a suspension of flextime privileges for a two-week period;
- c. Third violation within a 12-month period will result in a suspension of flextime privileges for one month;
- d. Fourth violation within a 12-month period will result in a suspension of flextime privileges for six months;
- e. Fifth violation within a 12-month period will result in a suspension of flextime privileges for one year;
- f. Additional violations within a 12-month period will be cause for further disciplinary action, up to and including termination for insubordination.

#### **G. Late Policy**

1. The normal hours of employment for all Employees shall consist of a five (5) day work week, Monday through Friday. The workday for all Employees shall consist of seven and one-half (7 1/2) consecutive hours exclusive of meal allowance.
2. Lateness caused by verified failures of public transportation, extraordinary inclement weather or other catastrophes shall be excused.
3. Lateness Procedures
  - a. Working hours are 8:30 A.M. to 5:00 P.M., except for those Employees assigned adjusted working hours with prior approval of the Department Director or those Employees on a flex-time work schedule between the hours of 7:00 A.M. and 6:00 P.M.
  - b. Employees who are late and/or leave early without using earned time for a total of more than fifteen (15) minutes during any one pay period, will be docked. All lateness and early departures without using earned time, will be totaled at the end of the pay period and Employees whose lateness and/or early departures without using earned time total more than fifteen (15) minutes will have their pay docked in half-hour increments to reflect the lost time.
  - c. Employees who have their pay docked three times will be subject to further disciplinary action, as follows:
    - i. If an Employee is docked three times, the fourth infraction will result in suspension for one day, without pay.

- ii. The fifth infraction will result in suspension for three days, without pay.
  - iii. The sixth infraction will result in suspension for five days, without pay.
  - iv. Repeated occurrences after suspension without pay may be cause for termination.
4. Discipline pursuant to this procedure shall only be effective for one year from the date of issuance and shall be removed from the Employee's file after the one-year period has been completed. Information which has been expunged from the file shall not be relied upon or otherwise referred to for any reason.
  5. With regard to approved leave (annual/compensatory), an Employee who arrives late for work will not be permitted to use annual or compensatory time to cover lateness, inasmuch as use of this leave requires prior approval. Emergency extenuating circumstances for use of annual or compensatory time will be given consideration on an individual basis by each Department Director and such consideration shall not be unduly withheld.

#### **Article 18. OVERTIME PAY AND COMPENSATORY TIME**

The following provisions shall apply with respect to overtime pay and overtime compensatory time:

- A. For all Employees for whom other specific provisions have not been made, time worked in excess of eight (8) hours in any workday shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay. For all full-time Employees, all hours worked on the sixth day worked in the Employee's work week shall be paid for at the rate of one and one-half (1 1/2) times the regular rate of pay and all hours worked on the seventh day in the Employee's work week shall be paid for at the rate of two (2) times the regular rate of pay.
- B. 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 in Paragraph A above. Such election must be made by the Employee at or before the end of the payroll period during which the overtime is worked.
- C. Overtime shall not be mandatory except in the case of situations affecting public health or safety. Premium pay shall not be pyramided.
- D. Employees required to work on any of the recognized holidays shall receive, in addition to the holiday pay or holiday compensatory time, an additional one and one-half (1/2) day's pay at his/her regular rate of pay for the time actually worked and double time for all hours worked over eight (8) hours on that day.
- E. An Employee in order to be eligible for overtime compensation on the sixth day of his/her work week must have completed a minimum of five (5) days of work at regular rates in that week, unless his/her absence from work on any day of the week arises under the following circumstances:

1. a call from his/her Draft Board for a pre-induction physical examination, evidence of which must be submitted to the Employer immediately upon the Employee's returning to work;
2. a paid holiday, paid vacation or sick leave or compensatory time comes within the week on which no work is done;
3. a leave of absence granted because of a death in his/her family; or
4. a legitimate illness or an accident suffered while at work preventing him/her from working before the completion of five (5) days in that particular week and of which timely proof must be submitted to the satisfaction of such Employee's supervisor.

The sixth day is at regular time if five (5) days have not been worked. The seventh day is always double time.)

- F. For overtime worked, overtime and/or compensatory time, in accordance with the provisions of the Agreement, units of less than a full hour shall be reported as follows: less than fifteen minutes, no time to be reported; fifteen minutes or more, but less than forty-five minutes, one-half hour to be reported; forty-five minutes or more, but less than one hour, one hour to be reported.
- G. When an Employee is assigned and authorized to work overtime as described and provided for in this Section and, the Employee has an accumulated overtime compensatory time balance of one hundred and twenty (120) hours, said Employee shall be compensated in cash in accordance with the premium rates provided herein.
- H. Employees whose compensatory balance exceeded one hundred and twenty (120) hours as of January 1, 2019 will be grandfathered. All compensatory time will be paid upon separation. No additional accrual of compensatory time will be authorized until such balance is below amount permissible in G above.

## **Article 19. VACANCIES, APPOINTMENTS AND PROMOTIONS**

### **A. Postings**

1. Any vacancy that exists in a class within all Units which the Employer decides to fill and which is not filled by an appointment from an appropriate eligible list, transfer, or demotion, shall be posted as a promotional opportunity for a minimum of ten (10) working days so that Employees within all Units may apply. A copy of any notice shall be posted on the bulletin board outside of Human Resources on the 16<sup>th</sup> Floor, on the bulletin board on the 17<sup>th</sup> Floor and electronically on the Human Resources Information System (HRIS). The area for this posting shall be clearly identified.
2. Such postings shall include the class title, pay range, a copy of the class specification, Bargaining Unit/Supervisory/exempt (as appropriate) and the closing date of the posting, after which no Employee application will be taken.
3. Upon the expiration date of the posting, no additional Employees may apply.

4. If at least three (3) Employees do not apply for a posted vacancy or if at least three (3) qualified Employees are not eligible to be ranked on a promotion list, the Employer will, in either instance, immediately re-post the vacancy another time for a period of five (5) working days and that posting(s) shall comply with Paragraph 2 above. (An additional posting shall not be required if at least three (3) Employees have not applied after a second posting.) An updated resume or application must be submitted with each position for which an Employee applies.
5. The Employer shall inform the Union President and Chief Steward in writing of all Employees who applied for any posted position immediately upon termination of the posting period(s).
6. The Employer shall notify, in writing, any Employee who applied for a posted position but who was not ranked on the promotion list, of the specific reason why the Employee was not ranked.

## **B. Eligibility Lists**

The Employer agrees to establish the following eligibility lists for the filling of all vacant positions in classifications represented by all Units and positions shall be filled using those lists in the following order except as provided for in Paragraphs B.2.a and C.2. The following lists shall be Agency-wide.

### **1. Layoff Lists**

- a. Lists of Employees affected by layoff shall be compiled by classification in an order inverse to that by which the layoff occurred and persons will be recalled to employment in that inverse order to fill any vacancy which occurs in that classification. Layoff lists shall remain in effect for a period of nineteen (19) months from the effective date of layoff, or until exhausted. Appointments to any vacancy in the class for which there exists a layoff list for that classification shall be made by appointing the first person on that list.
- b. When a vacancy occurs in a class for which there is no layoff list, the Employer, in consultation with the Union, shall canvass all other existing layoff lists to determine if the classifications for which layoff lists have been established are comparable to the classification in which the vacancy exists and can, therefore, be used as an appropriate list. If such a classification is determined to be comparable, persons shall be recalled to positions in that class in the same order as described in Layoff Lists above. The Employer's determination of comparability and appropriateness of lists shall not be arbitrary or capricious.
- c. Declination of appointment by a candidate on a layoff list shall not affect his or her ranking except that after two (2) declinations, the candidate's name shall be dropped from the list.

## **2. Promotion Lists**

- a. When a vacancy occurs in a class and is not filled as described above, by transfer or by demotion, that vacancy shall be filled by the promotion of an Employee with a satisfactory performance evaluation ranked among the top three (3) candidates on the promotion list established as a result of a posting for the class. If, after complying with all of the posting requirements set forth in Paragraph A, there are less than three qualified candidates eligible for promotion to the class, one of the remaining candidates may be promoted to the position or the Employer may appoint a candidate from outside the agency.
- b. Employees shall be ranked according to their 1) seniority; 2) education, training, and experience relevant to the requirements of the classification; and 3) the required knowledge, skills and abilities indicated in the class specification for the higher classification. These factors shall be allocated at a minimum of forty percent (40%), twenty percent (20%) and twenty percent (20%) respectively with the remaining twenty percent allocated among the three (3) factors.
- c. Prior to the interview of any candidates, the Union and the Employer shall meet and discuss the distribution of percentage points to be allocated to each of the three (3) factors set forth in Paragraph b. above. In the event the Employer deems to readjust the weight given said contractual criteria with respect to any future posting for the same or substantially similar position, the Employer shall meet and discuss with the Union the factual rationale underlying said readjustment and the position of the parties as to what the readjusted criteria should be for the future posting. At the same time, the Union and the Employer shall meet and discuss a proportionate seniority scale and the allocation of points within each of the other two factors set forth in Paragraph b. above.
- d. Tests and/or interviews will be conducted for all candidates who meet the minimum training and experience requirements set forth in the class specification. Said tests and interviews shall be fair and reasonable, and administered in good faith, without discrimination.
- e. The tests and/or interviews are only for the purpose of determining a candidate's knowledge, skills and abilities as indicated in the class specification for the higher classification. They shall be objectively evaluated. Postings for classifications shall specify whether candidates shall be tested.
- f. The Employer shall provide the Union with relevant information necessary to assess whether the requirements for promotional testing, interviewing and ranking, contained in this Article, have been complied with.
- g. The Employer shall provide the Union access to the questions and responses in tests and interviews of promotional candidates.
- h. The Employer shall inform the Union whenever it employs pass/fail points and, as a result, who failed to make the promotion list.

- i. The Employer shall continue submitting typed interview questions to the Union. It shall submit copies to the Union of the original Employee responses whenever a written test is administered. The Employer shall submit the answer key for each promotional process. The Employer shall also provide the Union with Employee responses and their scores for each question, along with a ranking sheet.
- j. The ranking of Employees on a promotion list shall not be arbitrary or capricious.
- k. A promotional list shall then be established from the qualified Employees who have applied in accordance with the provisions set forth herein.
- l. The Employer shall make the promotion list available to the Union upon request.
- m. Within five (5) working days of the establishment of the promotion list, the Employer shall submit to the Union a final promotion list which has been established in accordance with this Agreement. This promotion list shall be submitted to the Union prior to the Employer making any appointments from it.
- n. The development of the promotion list shall occur as timely as possible. The Employer shall fill vacancies as quickly as possible.
- o. The Employer shall notify Employees how they are ranked on the promotion list at the same time they are informed of being placed on it.
- p. Declination of appointment by a candidate on the promotion list shall not affect his or her ranking except that after three (3) declinations the candidate's name shall be removed from the list.
- q. Rejection of a candidate on the promotion list shall not affect his ranking except that after three (3) rejections the candidate's name shall be removed from the list.

### **C. Promotions**

- 1. When filling vacancies, the Employer shall give preference to qualified (as determined by the Employer) current Employees except as set forth in Paragraph C.2. below.
- 2. When making promotions from a list of qualified (as determined by the Employer) current Employees, the Employer shall use the rule of three. That is, if it is determined that three or more Employees are qualified for the classification, then any appointment made to the classification must be made from among the top three qualified candidates.
- 3. If after complying with all of the posting requirements set forth in Paragraph A, at any time there are less than three qualified candidates for the classification, then the Employer may promote one of the Employees to a vacant position or, the Employer may appoint a candidate from outside the Agency.

4. If there are two or more equally qualified (as determined by the Employer) current Employees applying for a posted position and if an Employee is to be promoted, the Employee with the greatest seniority shall be given preference.
5. Promotion lists shall remain in effect for two (2) years after the closing date of the posting or until exhausted, whichever comes first.
6. 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 time limits 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. This provision shall apply to the following occupational series':

NON-PROFESSIONAL BARGAINING UNIT

Administrative Assistant I  
Administrative Assistant II

Building Inspector Trainee  
Building Inspector

Clerk I  
Clerk II

Clerk Steno I  
Clerk Steno II

Clerk Typist I  
Clerk Typist II

Construction Projects Trainee  
Construction Projects Technician I  
Construction Projects Technician II  
Construction Projects Technician III

Data Clerk I  
Data Clerk II

Data Services Support Clerk I  
Data Services Support Clerk II

Development Project Coordinator I  
Development Project Coordinator II

Engineer I  
Engineer II

Field Inspector I  
Field Inspector II

Finance Officer I  
Finance Office II

Home Rehabilitation Counselor  
Housing Counselor I

Housing Counselor Trainee  
Housing Counselor I  
Housing Counselor II

Housing Development Assistant I  
Housing Development Assistant II

Housing Counselor Trainee - Bilingual  
Housing Counselor I - Bilingual  
Housing Counselor II - Bilingual

Housing Rehabilitation Inspector Trainee  
Housing Rehabilitation Inspector I  
Housing Rehabilitation Inspector II

Housing Rehabilitation Inspector/Instructor I  
Housing Rehabilitation Inspector/Instructor II

Machinery & Equipment Specialist I  
Machinery & Equipment Specialist II

Maintenance Mechanic I  
Maintenance Mechanic II

Map Draftsman I  
Map Draftsman II

Office Service Technician I  
Office Service Technician II

Real Estate Specialist I  
Real Estate Specialist II

Paralegal I

Paralegal II

Property Management Coordinator I  
Property Management Coordinator II

Real Estate Appraiser Trainee  
Real Estate Appraiser I  
Real Estate Appraiser II

Receptionist  
Clerk Typist II

Receptionist - Bilingual  
Clerk Typist II - Bilingual

Rehabilitation Advisor Trainee  
Rehabilitation Advisor

Service Representative I  
Service Representative II

Service Representative I - Bilingual  
Service Representative II - Bilingual

Urban Renewal Technician I  
Urban Renewal Technician II

PROFESSIONAL BARGAINING UNIT

Architect I  
Architect II

Housing Program Operations Trainee  
Housing Development Specialist I

7. An employee who is promoted to a new position or who by virtue of promotion moves from one position to another requiring a probationary period and who is rejected during the probationary period shall have the right to return to the former position without loss of seniority or work performance record.
8. The Employer agrees that if an Employee's promotion is rejected, such Employee shall be notified.

**D. Transfers**

1. The Employer may assign any Employee from one position to another in the same class. An Employee having permanent status, properly transferred from one position to another in the same class shall retain that permanent status and shall not be required to serve a probationary period in the new position.

2. Transfers shall not be unduly withheld.
3. Union officials shall not be transferred without their approval unless for legitimate business reasons.
4. Union Stewards shall not be transferred without their approval or for legitimate business reasons.

**E. Appointments**

If, after complying with all of the posting requirements set forth in Paragraph A. of this Article, a vacancy in a Bargaining Unit position is not filled by the use of one of the eligible lists described herein, by transfer or by demotion, the Employer may fill that position by the appointment of a person from outside the Agency.

**F. Prohibited Appointments**

The parties agree that there shall be no provisional or temporary appointments during the life of this Agreement unless mutually agreed upon by the Union and the Employer except that temporary vacancies created by either maternity leaves of absence or extended absences for medical reasons of thirty (30) calendar days or more may be filled by the Employer with a temporary Employee.

**G. Interchangeability**

1. Employees in the Non-Professional, Non-Supervisory Bargaining Unit, the Professional Bargaining Unit, and the First Level Supervisory Unit at PHDC shall be entitled to apply for a promotional opportunity in each and every Unit in accordance with the contractual provisions contained in the appropriate Collective Bargaining Agreements or First Level Supervisory Memorandum of Record for the posted position. In the event that Employees from two or three Units should apply for a posted position, all applicants shall be ranked on a single Promotion List for the position.
2. In the event of a layoff within the Non-Professional, Non-Supervisory Bargaining Unit, the Professional Bargaining Unit and/or the First Level Supervisory Unit at PHDC, the affected Employees within any and all Units may elect demotion in lieu of layoff into positions in any Unit in accordance with the rules contained herein, shall be entitled to be placed on a Layoff List that shall be combined for all Units and shall otherwise be entitled to all rights and privileges regarding layoff contained within this Agreement.

**Article 20. LAYOFFS**

**A. General**

1. The Employer shall have the right to lay off any Employee during the term of this Agreement in the event of a deficit or lack of funds at any time during the term of the Agreement and up to two times each contract year for reorganization resulting in the abolition of the Employee's position. In the event of a deficit or reduction in funds, the number of layoffs shall be in the same proportion to the total Bargaining Unit prior to the layoffs as the amount of deficit or reduction in funds was to the budget of the Employer for the year in which the layoffs are to occur.

- a. When layoffs are required due to the reduction or elimination of funds as provided for above, the Employer shall make every reasonable effort to maintain a correlation between the amount of funds reduced or eliminated and the number of Employees laid off.
  - b. Should it become necessary to vary the ratio of exempt Employees to Union-represented Employees, the Employer agrees to meet and discuss the subject with the Union prior to any change.
2. The Employer agrees if layoffs occur as a result of any of these circumstances, the following procedures will be followed:
- a. Employees shall not be laid off in an arbitrary or capricious manner.
  - b. The Union will be notified in advance and shall have a reasonable time to suggest alternatives to the layoffs.
  - c. All employees who have been laid off and separated from PHDC employment will be eligible to be reimbursed for education and training tuition expenses in accordance with the provisions set forth below:
    - i. Within twelve (12) months after the layoff, the laid off Employee must submit a written request to the Employer for approval prior to the start of the course.
    - ii. The request must be made in writing and must include a description of the course, the institution providing the course, the time period of the course and the cost. This benefit shall be applied to the cost of tuition, books, and lab fees, up to a cumulative total of not more than \$1200.00.
    - iii. The course must be related to a clearly defined career-development plan of the laid off Employee that must be explained in writing prior to approval for the reimbursement.
    - iv. The Employer shall provide payment for an approved course(s) at a rate of 100% of actual tuition up to a cumulative total of not more than \$1200.00, to be paid directly by PHDC to the institution providing the course. If the cost of the course(s) is less than \$1200.00, PHDC will reimburse the Employee for the cost of books and lab fees, up to a cumulative total of not more than \$1200.00.
  - d. The Employer agrees to establish a Union-Management Placement Committee which shall actively search all City job vacancies, new positions or potential vacancies to assist Employees who have been laid off, in securing positions within the City of Philadelphia or other governmental agencies. Said Committee shall also actively seek and assist Employees who have been laid off, in securing positions in the private sector. This committee shall begin operating one week prior to distribution of layoff notices.

## **B. Procedures**

1. The Employer agrees that every reasonable effort shall be made to avoid layoffs or reduction in pay of Employees. Such efforts to avoid layoffs or reductions in pay shall be PHDC wide. Divisions and departments shall cooperate to avoid layoffs or reductions in pay. Vacancies shall be filled or created across division and department lines in order to avoid layoffs or reductions in pay.
2. Layoffs may occur only if necessitated because of lack of funds or work or reorganization resulting in the abolition of a position, but not without consultation with the Union and disputes shall be grievable.
3. In the event of layoffs, the Employer agrees to provide notice to the Union at least 10 business days prior to the issuance of layoff notices to provide an opportunity to discuss the matter with the Union so as to allow for the possible development of alternatives. Discussions with the Union will not necessarily delay the issuance of layoff notices.
4. The Employer shall make every reasonable effort to establish comparability and to fill vacancies in any division and department to avoid actual layoffs.
5. Employees scheduled to be laid off shall be notified in writing at least thirty (30) days prior to the effective date of the layoff.
6. Within each job classification in which layoffs occur, 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.
7. Among permanent Employees, layoffs shall occur within each job classification affected, on the basis of seniority and satisfactory work performance. Employees with unsatisfactory work performance shall be laid off first. Such Employees shall be followed by the least senior Employee with satisfactory work performance who shall be followed by the Employee with the next to the least seniority with satisfactory work performance and so on.
8. In the event of a layoff, an appropriate layoff list shall be established for each job classification affected.
9. 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. Employees with an unsatisfactory work performance rating shall not be placed on such layoff list and shall not have any right to recall from layoff.
10. For the purposes of layoff, an Employee's seniority shall be calculated in accordance with the method defined in the Seniority Section of this Agreement.
11. The Employer agrees to provide copies of seniority and performance ratings to Employees and to the Union upon request.

12. The layoff unit for Employees represented by the Union shall be PHDC wide.
13. Appointments to positions in classifications affected by layoff shall be made from layoff lists before any other type of appointment is made and the layoff lists shall remain in effect for a period of seventeen (17) months from the effective date of the layoff or until they are exhausted, whichever is shorter.
14. The Employer shall provide the Union President and the Chief Steward the opportunity to review all layoff lists for Bargaining Unit classes at least three (3) business days prior to the distribution of layoff notices. In addition, the Employer shall provide the Union President and Chief Steward with the number of Non-Bargaining Unit Employees to be laid off, if any, at least one week prior to the distribution of layoff notices. The Union President and the Chief Steward must maintain the confidentiality of that information.
15. Should any Employee accept a voluntary layoff as an alternative to any future layoff, that Employee shall be substituted for another Employee on the layoff list for which the Employee accepted the voluntary layoff, and the other Employee shall be removed from the layoff list in accordance with the Collective Bargaining Agreement.

**C. Demotion in Lieu of Layoff**

1. On the occasion of a layoff, every reasonable effort shall be made to place any Employee, so affected, to another position in a class with an equal pay range, for which the Employee is qualified. However, if this is not possible, then the affected Employee has the right to elect a demotion in lieu of layoff to:
  - a. a position in the next lower class in the same line of work as the class or layoff; or
  - b. a position in a class previously held by the Employee; or
  - c. another position with a lower pay range deemed appropriate by both the Union and the Employer.
2. If all 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.
5. The Employer shall meet with the Union to review Employee requests for demotion in lieu of layoff and positions to which such Employees may be considered for demotion in lieu of layoff, within three (3) days after such requests must be submitted.

6. All affected Employees who elect a demotion in lieu of layoff will be offered retraining opportunities commensurate with their abilities.
7. In any future layoff, should an Employee request a demotion in lieu of layoff to another position in accordance with the Collective Bargaining Agreement for which the incumbent, in order to obtain the position, had not been tested, the Employee requesting the demotion in lieu of layoff shall not be tested as a criterion for determining whether or not the Employee requesting the demotion in lieu of layoff qualifies for the position.

## **Article 21. TERMINATION**

- A. The Employer agrees that an Employee may be separated from Employer service and forfeit seniority under the following circumstances, only:
  1. Resignation
  2. Retirement
  3. Discharge from service for just cause
  4. Rejection during initial probationary period
  5. Termination due to disability which renders the Employee permanently incapable of performing his or her job with reasonable accommodation
  6. Abandonment of position
  7. Death
- B. In addition, an Employee may be separated from the Employer by layoff as defined herein but the Employee shall retain all seniority accumulated up to the date of layoff.

## **Article 22. DISCIPLINE**

- A. No disciplinary action may be imposed upon any Employee without just cause.
- B. All disciplinary actions shall be grievable.
- C. The Employer agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed, the reasons of the just cause for such disciplinary action.
- D. The Employer shall provide the Union with timely notice that an Employee has been discharged, suspended, or provided with a written warning.
- E. Except as described in Article XXI and instances where an Employee engages in serious misconduct, the facts and circumstances of which could justify moving directly to suspension or termination, discipline will be applied in a progressive manner as follows:
  1. Verbal Warning

2. Written Warning
  3. One Day Suspension
  4. Three Day Suspension
  5. Five Day Suspension with the intent to dismiss
- F. When applying progressive discipline, PHDC may consider the nature of the violation, the Employee's record of discipline, and the Employee's record of conduct. Nothing herein precludes PHDC from utilizing positive steps, including counseling, to correct a Bargaining Unit member's inappropriate action or behavior. However, counseling is not considered formal discipline.

### **Article 23. LEAVE WITH PAY**

#### **A. Vacation Leave**

1. Each full-time Employee shall be entitled to earn and accrue vacation leave with pay in accordance with the schedule contained herein. While vacation leave shall be earned from the commencement of employment, such leave may not be used until an Employee has completed six (6) months of continuous service.
2. For the purposes of computing vacation leave credits, continuous service shall mean all paid service of an Employee from their date of original appointment with the Employer except that any periods exceeding 15 consecutive working days during which an Employee is on an approved leave of absence without pay, suspended without pay, or any unpaid status due to a separation or layoff from the Employer shall not be considered in computing an Employee's continuous service. Service immediately following such an interlude shall be considered a continuation of the service immediately preceding it.
3. Employees shall earn vacation on a monthly basis and shall receive credit for each month that they are in paid status for a majority of days within that calendar month.
4. Vacation leave shall be earned and accrued by full-time Employees in the Bargaining Unit in accordance with the following schedule:

Five (5) full years of service or less	5/6 day per month
More than five (5) but less than ten (10) full years of service	1 1/4 days per month
More than ten (10) but less than twenty (20) full years of service	1 2/3 days per month
More than twenty (20) full years of service	2 1/12 days per month
5. Employees appointed to PHDC as a result of the January 1, 2019 reorganization with Philadelphia Redevelopment Authority (PRA) who had less than ten (10) full years of continuous service shall earn vacation at 1-1/4 days per month. Thereafter those Employees will follow the above earning schedule.
6. No Employee may have to his or her credit on January 1 of any year unused vacation leave in excess of seventy (70) working days.

7. Upon termination of employment with the Employer for any reason other than retirement, Employees shall receive a lump sum payment for all unused, accumulated vacation except that the maximum number of days compensable shall not exceed the maximum number of days permissible under paragraph five (5) above. Said payment shall be at the Employee's regular rate of pay at the time of termination.
8. Employees retiring on a service pension shall have the option of being paid for earned but unused vacation time in a lump sum payment or being continued on the payroll after the last day worked.
9. Requests for vacation leave with pay must be approved by the Employee's supervisor prior to being taken. Approval for the use of earned vacation leave time shall not be unduly withheld.
10. Upon mutual agreement of the Employee and his or her first level management supervisor, vacation leave time may be used on an hourly basis and such approval shall not be unreasonably withheld.
11. An Employee with twelve (12) or more months of service may be permitted to take vacation leave in advance of its being earned by service where his/her accumulated vacation leave at the time of his/her scheduled vacation is insufficient to permit a full year's vacation allowance provided for in Paragraph 4 of this Section, provided however, that:
  - a. Anticipated leave under this section shall not exceed the amount required, when added to the unused balance available, to permit the Employee a full year's vacation allowance as provided in Paragraph 4 of this Article.
  - b. The amount of anticipated leave shall not in any event exceed one year's vacation allowance set forth in Paragraph 4 of this Article.
  - c. Upon termination of employment with the Employer for any reason, the Employer shall deduct from an Employee's final paycheck and/or pension contribution refund an amount equivalent to the amount of vacation leave entitlement used in excess of that actually earned at the time of termination.
12. Vacation shall be scheduled based on seniority.
13. In the event of death, full recompense for unutilized vacation leave time to which the Employee is entitled shall be paid to the Employee's estate or named beneficiary.

**B. Holidays**

1. All full-time Employees shall receive their regular compensation for the following recognized holidays except as provided in Paragraph 2 below:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day/Indigenous People's Day

Good Friday  
Memorial Day  
Juneteenth  
Christmas Day

Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving

2. When a holiday falls on a Sunday, the following Monday will be observed as a holiday. When a holiday falls on a Saturday, Employees shall receive in lieu of holiday pay, a holiday compensatory day off with pay which may not be taken prior to the date of the holiday and shall require the approval of the Employee's supervisor, which shall not be unduly withheld.
3. An Employee must be in pay status the days before and after a holiday in order to receive any compensation, as defined above, for that holiday.
4. In the event of a conflict between Employees in relationship to number 2 above, such conflict shall be resolved based on seniority.

### **C. Compensatory Leave**

#### **1. Holiday Compensatory Leave**

- a. Earned holiday compensatory time as provided for in Article 23.B.2. may be taken after the actual date of the holiday with the approval of the Employee's supervisor. Such approval shall not be unduly withheld.
- b. Earned holiday compensatory time may be accumulated without limit and shall be accounted separately from other forms of leave.
- c. Upon termination of employment with the Employer for any reason other than retirement, Employees shall receive a lump sum payment for all unused, accumulated holiday compensatory time. Said payment shall be at the Employee's regular rate of pay at the time of termination.
- d. Employees retiring on a service pension shall have the option of being paid for earned but unused holiday compensatory time in a lump sum payment or, of being continued on the payroll after the last day worked.
- e. In the event of a conflict between Employees regarding the use of leave, such conflict shall be resolved based on seniority.

#### **2. Overtime Compensatory Time**

- a. Overtime compensatory time authorized and elected as provided for in Article 18 for work performed in excess of eight (8) 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 at the sole discretion of the Employer. Such approval shall not be unduly withheld.
- b. No Employee may accumulate or have to his/her credit at any time overtime compensatory time in excess of one hundred twenty (120) hours.

- c. An Employee's accumulated eligibility for overtime compensatory time earned prior to January 1, 2019 which he/she has not utilized will be grandfathered. Employees whose employment is involuntarily terminated by the Employer (except for discharge) shall be permitted to utilize such overtime compensatory time during the fourteen (14) days immediately prior to his/her separation.
- d. Further, any unused, accumulated overtime compensatory time earned after April 15, 1986 shall be compensated upon termination for any reason. Such payment shall be in a lump sum at the Employee's regular rate of pay at the time of termination.
- e. In the event of a conflict between Employees regarding the use of leave, such conflict shall be resolved based on seniority.

#### **D. Annual Administrative Leave**

- 1. Each full-time Employee in the Bargaining Unit who has completed his/her initial probationary period shall, in each fiscal year beginning July 1, be granted five (5) days administrative leave with pay to be used for any purpose to be granted at any time. Such leave shall not be used for periods of less than a full day and must be approved by the Employee's supervisor. This leave shall not be unduly requested, nor shall approval be unduly withheld.
- 2. If unused, such leave shall neither be accumulated from year-to-year nor compensated at the time of separation.
- 3. In the event of a conflict between Employees as to utilization of this leave, such conflict shall be resolved based on seniority.

#### **E. Sick Leave**

- 1. Full-time Employees in the Bargaining Unit shall earn sick leave at a rate of one and one-fourth (1-1/4) days per month provided the Employee is in paid status for a majority of calendar days within the month. Such leave shall be earned from the commencement of employment but shall not be available for use or compensation during the first three (3) months of employment.
  - a. When an Employee is unable to report to work because of illness or injury, he or she is required to notify his or her immediate supervisor or designee thirty (30) minutes before his or her scheduled work time.
  - b. Notification will only be required on the first day of any absence, and must include the reason for the absence, the expected date of return, and the address and telephone number where the Employee can be reached if different from that on file in the Human Resources Office.
  - c. If the Employee is unable to return to work on the expected date of return, the Employee is expected to call their immediate supervisor or designee again giving the new expected date.

2. Sick leave shall continue to accrue during:
  - leaves of absence with pay,
  - approved leaves of absence without pay of under thirty (30) days,
  - holidays,
  - the time an Employee is on authorized annual or vacation leave,
  - administrative leave,
  - sick leave,
  - compensatory time leave, and
  - the time an Employee is out on Workers' Compensation.
3. Use of sick leave prior to its being earned is prohibited.
4. Sick leave may be used with the approval of the Employee's supervisor for any non-service-connected illness or injury to the Employee.
5. Employees in the Bargaining Unit shall be required to submit medical certification for any use of sick leave which extends for more than two (2) continuous workdays and said certification is subject to verification by the Employer. Employees may submit medical certification for occurrences of sick leave whose duration is less than three (3) days. Medical certifications must be submitted to the Human Resources prior to submitting the timesheet for the period which the sick leave is being used or on the Employee's first day back to work.
6. Employees in the Bargaining Unit shall accumulate earned, unused sick leave from year to year up to a maximum of 200 days.
7. Upon retirement from the Employer, an Employee in the Bargaining Unit shall be entitled to receive, at the Employee's current rate of pay, a payment for 30% of the number of days of accumulated sick leave. The maximum number of days is not to exceed two hundred (200) days. However, should an Employee be separated from employment at the end of a service-connected disability leave, the Employee shall not be entitled to compensation for accumulated sick leave in consideration for that disability leave.
8. Authorized sick leave includes, with the approval of the Employer:
  - the absence from duty with pay of an Employee because of his/her illness or non-service-connected injury,
  - his/her appointments with doctors or other recognized practitioners in the treatment of such illness or injury to the extent of time required to complete such appointments, or
  - his/her exposure to contagious diseases.
9. Employees may use, with the approval of the Employer, all accrued sick leave on an hourly basis at their option, for the illness or injury of any dependent child, spouse, or parent and for appointments of any such dependents with recognized practitioners in the treatment of such illness or injury.

10. Employees who are eligible for either a service pension or a non-service-connected disability pension and who have been determined to be permanently disabled with a non-service injury or illness may be separated from employment.
11. If the average number of sick days used per Employee in the Agency in a calendar year is 20% less than the average number of sick days used in the prior calendar year, then all Employees in the agency will be eligible for the following bonus:
  - a. an Employee who uses no sick time will receive two (2) Administrative Leave Days.
  - b. an Employee who uses less than five (5) days of sick time will receive one (1) Administrative Leave Day. Administrative Leave Days granted under this section must be used on or before June 30th of each year in accordance with Article 23.D. of the Collective Bargaining Agreement.
12. Each full-time Employee may convert two (2) accumulated sick days to one (1) vacation day provided the Employee maintains a balance of at least eighty (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 shall inform Human Resources, in writing, of the conversion of earned but unused sick days during the period of time from January 1 to March 31 of each year. Conversion of sick leave to vacation may only be accomplished during the above-stated period of time. The scheduling of such vacation days shall be in accordance with the provisions of Article 23. A - Vacation Leave.
13. At retirement, in lieu of receiving a cash payment under the provisions of Paragraph 6. above, an Employee may elect to use all or part of his/her lump sum payment for accumulated sick leave to purchase an extension of the five (5) year period of retiree health coverage. For purposes of purchasing extended health coverage, conversion will be done in blocks of fifteen (15) days. Partial credit will be granted for blocks of less than fifteen (15) days to the extent administratively possible. After exhausting the normal post-retirement Employer contribution/benefit, the Employee shall draw down from the value of his/her converted sick leave terminal pay to purchase extended coverage at the then current rate of the Employer health contribution.

**14. Sick Leave Procedure: Medical Certification Requirements**

- a. Notwithstanding anything to the contrary, when an Employee is absent for an extended sick leave, defined as three (3) consecutive working days or more, the Employee must submit medical certification for the period of illness to his or her supervisor or designee immediately upon returning to work. In addition, in accordance with the Family and Medical Leave Act (FMLA), Human Resources will forward FMLA paperwork to any Employee who notifies the Employer that he/she will need to take more than 3 consecutive working days off for medical purposes or calls out sick for more than three (3) consecutive working days.
- b. Paragraph a. above shall not apply where an Employee has submitted medical documentation in advance of a period of extended sick leave stating the reasons for

the leave and an estimated date of return or have an approved Family Medical Leave Act (FMLA) certification for that period.

- c. Prior to returning from an extended sick leave, an Employee must notify the Human Resources Department in advance through medical documentation when there are restrictions that would prevent the Employee from performing his or her work assignment. The document must state the nature of the restriction and how long the restriction will last. PHDC must have reasonable sufficient time to attempt to accommodate such restrictions.

#### **15. Sick Leave Procedure: Excessive Use of Sick Leave**

- a. An Employee who in a calendar year uses a total of eight (8) days or the equivalent of sixty (60) hours in full or partial day increments where a medical certificate is not required and not submitted will be placed on the Excessive Use of Sick Leave List. The Employee shall be notified after having used four (4) days or the equivalent of thirty (30) hours in full or partial day increments that four (4) additional uncertified days or the equivalent of thirty (30) additional hours in full or partial day increments of sick leave use during the calendar year will result in the Employee being placed on the Excessive Use of Sick Leave List.
- b. An Employee who in any calendar year uses a total of eight (8) sick days or sixty (60) hours or more without a medical certificate, not including days off during extended sick leave as defined herein, will be placed on the Excessive Use of Sick Leave List unless the Employee has one hundred (100) days or more of credited sick leave.
- c. An Employee who develops a pattern of taking sick leave will be placed on the Excessive Use of Sick Leave List. Examples of pattern absences include but are not limited to calling out sick on Fridays and Mondays, before or after holidays, same day of the week for several weeks, etc. Similar days off sick without a medical certificate as well as a questionable use of sick time after being denied other leave, may also constitute reasons for being placed on the Excessive Use of Sick Leave List.
- d. An Employee who has an earned sick leave balance of one hundred (100) days or more shall not be placed on the Excessive Use of Sick Leave List until a formal inquiry is held with the department head or designee and a Union representative, if they so desire. Such an Employee, who in spite of the aforementioned is placed on the Excessive Use of Sick Leave List, may appeal such listing to the President & CEO.
- e. An Employee who is placed on the Excessive Use of Sick Leave List or who is otherwise disciplined under any section of Article 23.E., shall have the right to utilize the procedures contained in Article 10 of the Collective Bargaining Agreement.
- f. An Employee shall remain on the Excessive Use of Sick Leave List for one (1) year from the date of being placed on the List. Employees who are placed 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, not be paid for the first day of sick leave for the

next four (4) occasions or the next twelve months, whichever is shorter. Furthermore, all absences due to sickness must be documented during the time an Employee remains on the Excessive Use of Sick Leave List.

#### **16. Sick Leave Procedure: Penalties**

- a. An Employee who violates any of the provisions of these rules and regulations will not be paid for the days not worked and will be disciplined in accordance with the following procedure:

1st Occurrence	Verbal warning
2nd Occurrence	Written warning
3rd Occurrence	One (1) day suspension without pay
4th Occurrence	Three (3) day suspension without pay
5th Occurrence	Five (5) day suspension without pay with intent to dismiss

- b. An occurrence is a violation of any of the provisions of Article 23.E in a calendar year.
- c. All sick time used, in any time increment, will be charged to the Employee's accumulated sick leave balance.

16. The Employer shall inform the Union of all Employees placed on the Excessive Use of Sick Leave List and all other disciplinary actions regarding sick leave within five (5) working days of the action.

#### **F. Bereavement Leave**

1. In the event of the death of a member of an Employee's immediate family (spouse, parent, sibling, child, grandparent, grandchild, father-in-law, or mother-in-law), the Employee shall be granted four (4) days leave with pay, provided that the Employee attends the funeral service.
2. In the event of the death of a family member other than previously specified, an Employee will be granted one (1) day for funeral leave with pay provided the Employee attends the funeral.
3. Prior notice for such leave shall be provided by the Employee to the Employer and upon returning to work, an Employee must complete a funeral leave request form.

#### **G. Jury Duty**

The Employer agrees that each Employee shall be entitled to leave with pay when summoned to serve or be considered or upon his or her request, to serve on jury duty provided the Employee provides the Employer with a copy of the notice for jury duty and provided Employee remits to the Employer any fees received by the Employee for said jury duty.

#### **H. Military Leave**

The Employer agrees to grant an Employee military leave with pay to participate in annual training or active duty as a member of a United States Military Reserve Component for a

period not exceeding fifteen (15) days each calendar year provided such leave is not applicable to an Employee entering any of the United States Armed Forces including its reserve components. Employees requesting such leave shall be required to provide a copy of their military orders from the United States Armed Forces Reserve Component for such annual training or active duty.

## **I. Workers' Compensation**

1. An Employee who sustains a work-related injury or illness must immediately report it to his or her immediate supervisor. Failure to notify the supervisor can result in the delay or denial of benefits.
2. If medical treatment is necessary, Employees are required to visit one of the physicians or health care providers on the Panel of Physicians that is posted on PHDC bulletin boards for a period of 90 days from the first visit with the physician or health care provider. All reasonable medical treatment and supplies (e.g., medicines, prosthetics) related to the injury will be paid for by the Employer provided treatment is by a designated physician or health care provider on the list during the 90-day period. During the 90-day period, Employees may change from one designated physician or health care provider on the list to another physician or health care provider on the list, and the treatment will be paid for by the Employer. If the designated physician or health care provider refers the Employee to a non-designated provider, the Employer will pay for the treatment by the non-designated provider. Employees have the right to obtain an initial emergency medical treatment from a non-designated physician or health care provider. However, the subsequent non-emergency treatment must be by a designated physician or health care provider for the remainder of the 90-day period. If an Employee seeks treatment or consultation from a non-designated physician or health care provider during the 90-day period, he or she will be responsible for the charges for this treatment during the 90-day period. If the Employer-designated physician or health care provider recommends invasive surgery, Employees are permitted to obtain a second opinion from a non-designated physician or health care provider. The Employer will pay for the cost for this opinion. If this opinion differs from the opinion of the designated physician or health care provider and provides a specific and detailed course of treatment, the Employee may elect to undergo this treatment. The treatment however must be provided by a designated physician or health care provider for 90 days from the date of the visit to the non-designated physician. Employees have the right to seek treatment from any physician or health care provider after the 90-day period has ended, and the Employer will pay for this treatment provided it is reasonable and necessary. Employees have the duty to notify the Employer of treatment by a non-designated physician or health care provider within five days of the first visit to this physician or provider. The Employer may not be required to pay for treatment by a non-designated physician or health care provider prior to notification. The Employer, however, shall pay for this treatment once notified unless the treatment is found to be unreasonable.
3. An Employee who sustains a work-related injury that causes him or her to be totally disabled and unable to work or partially disabled and receiving wages less than his or her pre-injury earnings shall be compensated at seventy-five (75) percent of base pay during the disability leave; retain medical and life insurance coverage; earn sick leave; and,

cooperate with and accept all reasonable and appropriate medical care for said injury in accordance with the Pennsylvania Workers' Compensation Act ("Act"). Employees shall be eligible for such leave for no more than one (1) year from the date of the injury unless extended in six (6) month increments at the discretion of the President & CEO. The specific benefits, provisions and procedures for disability leave are dependent upon whether an injury is temporary or permanent, partial or total. To remain eligible for the benefits provided herein and continued employment, an affected Employee must cooperate with all the reasonable medical evaluation, treatment, rehabilitation, and procedural requirements of the system as it exists or as it may be revised by the Act.

#### **J. Catastrophic Leave Bank**

The Employer and the Union shall establish a Joint – Labor Management Committee consisting of up to four (4) members appointed by the Union and up to four (4) members appointed by the Employer to review and establish, revised language.

### **Article 24. LEAVE OF ABSENCE WITHOUT PAY**

#### **A. General**

The Employer may grant a leave of absence without pay for a period not exceeding one year, to an Employee upon the Employee's written request. Such leave, however, may for meritorious reasons, be extended for additional periods with the approval of the Employer. The Employee's written request shall be made upon forms prescribed by the Employer and shall state the duration of the requested leave and the reason for the request.

#### **B. Maternity Leave**

1. A permanent Employee shall be granted a leave of absence for a period of up to six (6) months for maternity-related purposes upon written certification from the Employee's physician that she is incapacitated and should cease employment due to the pregnancy.
2. Maternity leave commences upon the date an Employee is incapacitated, as certified by her physician, and terminates no later than six (6) months after the date of commencement. Other forms of leave granted during this period shall not alter the termination date of this leave.
3. An Employee who is incapacitated as a result of pregnancy will be permitted to use sick leave as indicated below:
  - a. An Employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury.
  - b. In the period prior to delivery, sick leave may be used, with the approval of the Employer, upon the written recommendation of the Employee's doctor that the Employee can no longer work.
  - c. Without other justification, sick leave may be used from the time of delivery forward for four calendar weeks.

- d. Additional sick leave may be utilized beyond the four-week postpartum period when:
  - i. Certified by Employee's physician; or
  - ii. Approved by the Employer.
- 4. After an Employee has utilized her accumulated sick leave as provided in paragraph 3 above, she will be placed on leave without pay for the remainder of the six (6) month period.
- 5. At the expiration of her maternity leave, the Employee shall be returned to her same position. With two (2) weeks' notice and the approval of the Employer, an Employee may request and be returned to her same position prior to the expiration of the maternity leave. Such approval will not be unduly withheld.

### **C. Union Leave**

In accordance with the provisions set forth below, up to two (2) Employees will be granted a Union leave without pay upon request.

- 1. An Employee serving in Philadelphia as a full-time elected officer of the Union, shall upon written application to his/her Employer be granted a leave of absence without pay for the period of such service. The leave of absence will be valid only for the period that the Employee has been elected to serve as a full-time officer of the Union. If an Employee is re-elected as a full-time officer of the Union, the leave of absence without pay shall again be granted upon written application to the Employer. Notices of all leaves of absence granted under this section shall be filed with the Employer. The seniority rights of such Employees shall be protected, and they shall accumulate during such Employee's period of service with the Union.
- 2. An Employee serving as a full-time appointed staff representative of the Union shall, upon written application to his/her Employer and upon approval of the Employer, be granted a leave of absence without pay for the period of such service. The leave of absence will be valid only for the period requested, (not to exceed three (3) years) or until termination of the appointment by the Union, whichever comes first. If an Employee is re-appointed as a full-time staff representative of the Union, the leave of absence without pay shall be granted upon written application to the Employer and Employer approval. Notices of all such leaves of absence granted under this section shall be filed with the Employer. The seniority rights of such Employees shall be protected, and they shall accumulate during such Employee's period of service with the Union.

### **D. Education and Training Leave**

- 1. **Training leave.** When training and/or education is required by the Employer including training and/or education that is required as a condition of employment, such as the maintenance of a real estate license or certification, the Employer shall pay for said education and/or training and the Employee shall be granted leave with pay to attend such education and/or training.

2. **Education Leave.** Upon mutual agreement of the Employer and the UNION and based upon the recommendations of the Joint Labor Management Committee, Employees may be authorized the following education and training leave:
- a. Leave with pay, in whole or in part; or
  - b. Leave without pay; or
  - c. The payment of tuition and/or required course fees in whole or in part, or any combination of the foregoing, up to \$3,000.00 per Employee per fiscal year. Such payments shall not exceed a maximum of \$50,000.00 per fiscal year for all regular full time Employees in the Bargaining Unit. The payment of up to \$3,000.00 shall be for a regular full-time Employee in order to secure career related education or training appropriate to any work performed by the Employer. In addition, Employees attending an accredited degreed college or university shall be entitled up to an additional \$3,000.00, provided the Employee maintained a “C” or better average in the prior semester and that the maximum annual allocation of \$50,000.00 has not been exhausted. This is subject to the following terms and conditions:
    - i. The expenses are approved by the Employer in writing prior to the start of the course; and
    - ii. The Employee’s agreement not to voluntarily leave the employment of the Employer within the first six (6) months after completion of the course and not prior to one (1) year; and
    - iii. The execution of a Promissory Note, or other documentation, under terms acceptable to the Employer, which obligates the Employee, out of any wages, benefits, or funds to which the Employee may be entitled, to repay, according to the following prorated schedule, any funds advanced by the Employer upon the Employee’s failure to comply with the terms of the tuition reimbursement. This includes legal action. If the Employee voluntarily leaves the employment of the Employer within the following time frames, the repayment terms are:
      - 0-6 months – 100%
      - 7 months – 60%
      - 8 months – 40%
      - 9 months – 35%
      - 10 months – 25%
      - 11 months but less than 1 year – 15%
3. After ten (10) years of continuous service, an Employee has the right, consistent with the needs of the Employer, to an educational leave without pay for up to twelve (12) months.
4. In requesting and/or accepting an approved educational leave of absence without pay, the Employee elects to do so with the understanding that during the period of the leave, the Employee may or may not, be entitled to health insurance, life insurance, and Legal Fund coverage, at the discretion of the Employer.

5. An Employee, while on authorized full-time training leave, with or without pay, shall not be eligible to earn vacation or sick leave during the period of such leave.

**E. Family and Medical Leave Act (FMLA)**

1. FMLA entitled eligible Employees of covered Employees to take unpaid, job-protected leave for specified family and medical reasons, with continuation of group health insurance coverage under the same conditions as if the Employee had not taken leave. The Employer and the Union agree to work together to comply with all Federal regulations governing Family and Medical Leave.
2. By way of summary, the policy provides for the following:
  - a. Eligible Employees include those who have been employed for at least 12 cumulative months and who have provided at least 1250 hours of service during the twelve (12) months immediately preceding the commencement of the leave.
  - b. The duration of said leave shall be up to twelve (12) work weeks, including all paid and unpaid time, during a rolling twelve (12) month period measured backward.
  - c. Qualifying reasons for leave under FMLA are:
    - i. The birth of a child and to bond with the newborn within one year of birth;
    - ii. The placement of a child with the Employee for adoption or foster care and to bond with the child within one year of placement;
    - iii. To care for a spouse, covered child, or parent who has a serious health condition;
    - iv. For a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
    - v. For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active duty status.
  - d. During such leave, benefits shall continue to be provided under PHDC-administered health, dental, vision and prescription insurance plans
  - e. Should an Employee wish to continue his/her service for pension credit purposes during the unpaid portion of such a leave, he/she may do so by making the appropriate contribution to the Pension Plan.
  - f. When FMLA leave is requested and approved for the Employee's own serious health condition, an Employee must exhaust all accrued sick leave and annual administrative leave prior to beginning the unpaid portion of said leave. At the Employee's discretion, he/she may also use accrued vacation or compensatory leave after exhausting accrued sick and annual administrative leave.
  - g. When FMLA leave is requested and approved to care for an eligible family member, an Employee may, at his/her discretion, use accrued vacation, annual administrative or compensatory leave prior to beginning the unpaid portion of said leave. An

Employee may not, however, use any accrued sick leave for such a leave granted for eligible family-related matters.

- h. A serious illness may include any condition that involves illness, injury, impairment or physical or mental condition that involved:
    - i. Inpatient care (defined as an overnight stay in a hospital, hospice or residential medical care facility; or
    - ii. Continuing treatment by a health care provider.
  - i. An Employee's request for FMLA leave must be submitted thirty (30) days in advance when foreseeable or as soon as practical when not foreseeable.
  - j. The Employee will be required to submit a medical certification when leave is requested for the Employee's own serious health condition or to care for a covered family member. The Employer reserves the right to verify that certification and to require recertification, when necessary.
  - k. Prior to returning to work from such FMLA leave for one's own illness, the Employee must provide medical certification of his/her fitness to return from his/her personal physician along with any medical documentation.
  - l. An Employee who requests qualifying exigency leave will be required to submit an appropriate certification.
  - m. An eligible Employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the Employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
    - i. The "single 12-month period" for military caregiver leave begins of the first day the Employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the Employer for other FMLA leave reasons.
    - ii. The Employee will be required to submit a certification completed by an authorized health care provider.
3. Each Employee shall be provided with an FMLA Policy that more fully describes the conditions, provisions, and benefits of the Family and Medical Leave Act.

#### **Article 25. 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 shall earn vacation leave and sick leave in accordance with those sections of this Agreement except that the amount earned by such Employees shall be proportionate to their actual hours worked.

- B. Part-time Employees who are regularly employed and whose normal work week averages or exceeds twenty (20) or more hours each week shall receive holiday pay for any holiday which falls on the 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.
- C. Part-time Employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours or more each week shall earn longevity pay as provided under the appropriate Section of this Agreement except that the amount earned shall be proportionate to their actual time worked.

## **Article 26. RESIDENCY**

Employees covered by this Bargaining Unit must be residents of the City of Philadelphia within six months of their appointment and thereafter, must continue to maintain residency in the City of Philadelphia during their entire tenure with the Employer.

## **Article 27. ECONOMICS**

### **A. Wages and Raises**

1. Within thirty (30) days of written notification to the Employer of the Union's ratification of the Collective Bargaining Agreement, the following increase that was negotiated by Local 1971 will be honored. Retroactive payments will be provided.
2. Effective July 1, 2024, there shall be a four and four percent (4.40%) increase in each step of each pay range of the Employer's pay plan.
3. All permanent full-time Employees in classes represented by the Union who are on the active payroll as of the date of ratification of this Collective Bargaining Agreement shall receive a One Thousand, Four Hundred Dollar (\$1,400.00) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the Employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within thirty (30) days of written notification to the Employer of the Union's ratification of the Collective Bargaining Agreements.
4. A permanent Employee who is on a leave of absence without pay as of the date of ratification will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll within 30 days of ratification and remains on the active payroll for at least sixty (60) consecutive calendar days.
5. PHDC agrees that if, during the term of this Agreement with AFSCME Local 1971, which expires on June 30, 2025, the City and DC33 (not including bargaining units entitled to interest arbitration) reach agreement on a one-year collective bargaining or extension agreement that contains an across-the-board pay increase that exceeds the across-the-board pay increase provided for in this Agreement, including the effective date of the increases, and that is not offset by other economic adjustments that reduce the value of the DC33 increase, the terms of this Agreement should be adjusted to reflect the higher DC33 rate. This section expires on June 29, 2025, and shall no longer be in effect following that date.

**B. Longevity**

1. For all full-time Employees the following longevity increment schedule shall apply:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
After 5 Years	\$ 625
After 10 Years	825
After 15 Years	1025
After 20 Years	1225
After 25 Years	1425
After 30 Years	1625
After 35 Years	1825
After 40 Years	2025
After 45 Years	2225

2. Longevity payments shall not affect eligibility for cash overtime.

**C. Health Insurance**

1. The Employer shall offer coverage under various health care plans for the duration of this Agreement.
  - a. The maximum cost obligation of the Employer as set forth above shall not exceed 95% of the full cost of the premium for a Personal Choice Plan or 97% of the full cost of the premium for any other health insurance plan selected by the Employee. The Employee shall be responsible for the remainder of the monthly premium.
  - b. Effective upon ratification, the parties will establish a committee (the "Committee") to review and implement less costly plan options and to explore other cost-saving health insurance options.
  - c. Prior to implementation of any new health insurance plan, the parties will negotiate any increase or decrease to the Employee premium contribution.
  - d. Absent an agreement changing the Employee contribution, the Employee contribution will remain at 5% of the full cost of the premium for a Personal Choice Plan or 3% of the full cost of the premium for any other health insurance plan in which the Employee participates.
  - e. The Employer's annual premium obligation for any health insurance plan will not increase by more than 7% from one plan year to the next.
2. If the Committee cannot agree upon options that will meet this requirement, the Employer, at its discretion, may implement health care plans that meet this requirement and that maintain benefits similar to the benefits provided by the plans being replaced.
  - a. The goal of this proposal is that neither the Employer nor the Employee's contribution rate should increase by more than 7% from one year to the next. The rate should only increase by more than 7% if the Committee agrees to a greater increase

- b. The Employer shall continue to provide the above-mentioned group health coverage on behalf of and to all Employees on leaves of absence for maternity, illness and UNION activity except full-time UNION activity. Employees who are on such leaves of absence shall continue to be covered by the group health benefits. Employees on leaves of absence for education and training may receive the above-mentioned group health coverage at the discretion of the Employer.
  - c. The basic health plan coverage shall be extended to normal retirees for a period of five (5) years from the date of retirement.
  - d. In the event the Employer can join a City of Philadelphia health plan or any other health plan similar to a City of Philadelphia plan that provides substantially same or better benefits at equivalent or lower cost, the Employer shall have the right to substitute the current plan for such new plan. There shall be no break in coverage for Employees.
  - e. The maximum cost obligation of the Employer to the basic health plan coverage for Employees who retire shall not exceed the maximum cost paid by the Employer on behalf of active Bargaining Unit Employees. The difference, if any, shall be paid by the retiree on a monthly basis in accordance with procedures to be agreed upon by the parties.
  - f. The Employer shall offer an option for Employees not to be covered by the Employer's basic health plan which may be exercised at the time of open enrollment, provided:
    - i. The Employee can verify that they are covered by a health plan other than the Employer's health plan or a City of Philadelphia health plan (for example, through a spouse who is employed by the City of Philadelphia); and
    - ii. The Employee who chooses not to be covered shall receive the amount of Nine Hundred Dollars (\$900.00) payable in two Four Hundred Fifty Dollar (\$450.00) payments, one on the last pay in January following the opt-out, and the other on the last pay in July, of each year; and
    - iii. The Employee shall have the right to return to the Employer's basic health plan should the other health care coverage they are under be changed or eliminated or some major life event occurs. In such an instance, payment referred to in paragraph 2 above, shall be pro-rated.
  - g. Employees who have achieved permanent status may elect to participate in a Cafeteria Plan in accordance with Internal Revenue Code 125.
3. Whenever it appears that the health care benefits provided by the Employer shall be subject to an excise tax under Section 4980I of the Internal Revenue Code of 1986, as amended (the "Cadillac Tax") or similar tax, either party may reopen the health care provisions of the contract for renegotiation for the sole purpose of providing benefits that will not be subject to such tax. If any agreement is not reached on this issue within 30 days of the initial demand to reopen the contract pursuant to this provision, the Employer

may implement health care benefits that are not subject to such tax and will not be subject to such tax for the subsequent plan year.

4. Former Philadelphia Redevelopment Authority (PRA) Employees who were appointed to PHDC as a result of the January 1, 2019 reorganization and had at least 20 years of service on December 31, 2018 will receive five years of health insurance plus an additional five years or until they are eligible for Medicare, whichever comes first.

#### **D. Legal Services Fund**

1. Effective January 1, 2001, the Employer contribution to the Union Group Legal Services Fund shall be increased by an additional \$3.00 per month from \$12.00 to \$15.00 per month for all full-time Employees within the Bargaining Unit.
2. The Employer agrees to submit a separate check to the Secretary-Treasurer of Local 1971 for the total amount of its contribution and will make its best efforts to submit the check within seven (7) 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 the name and Employee number of each Employee for whom contributions are being made. The monthly list of Employees shall include all Employees in the Bargaining Unit whether in or out of pay status, shall be in alphabetical order and shall indicate for whom contributions are being made.
3. It is understood that said Fund shall:
  - a. Provide quality legal services to all Employees of the Bargaining Unit and their dependents in a manner which is designed to insure a high degree of legal competence and service.
  - b. Operate in an economically sound manner.
  - c. Not be used for the institution of legal proceedings against the Philadelphia Housing Development Corporation, or its duly authorized officials.
  - d. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 33, or Local 1971 or any of their officers, employees, agents, or representatives thereof.
  - e. 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.

#### **E. Life Insurance**

Each full-time Employee in the Unit shall be afforded group life insurance coverage with accidental, death & dismemberment coverage in the amount of at least \$20,000 at no cost to the Employee. Employees will continue to participate in the life insurance plan in which they participated prior to the January 1, 2019 consolidation with Philadelphia Redevelopment Authority.

1. Employees who were employed by PHDC prior to January 1, 2019, and any new Employee hired on or after January 1, 2019, will continue to be covered under the City of Philadelphia's group life insurance policy.
  - a. Each full-time Employee in the Unit shall have available at their option additional group life insurance based on salary level with 30% of the premium paid by the Employee and 70% of the premium paid by the Employer.
  - b. Each full-time Employee in the Unit who retires from Employer's service to become immediately pensioned in the Employer's pension plan shall be afforded at no cost to the Employee group life insurance coverage in the amount of \$6,000 with double indemnity for accidental death or dismemberment provided, however, that said retiring Employee must at the date of retirement have no less than ten (10) years of continuous Employer service, provided further, however, that the ten (10) years of service need not be continuous if the amount of service needed to complete the ten (10) years was begun through re-employment or reinstatement within one (1) year of the Employee's last previous separation.
2. Employees who were employed by PRA prior to the January 1, 2019 consolidation and rehired at PHDC will continue to be covered in the amount of \$20,000, or the level of his or her annual earnings, whichever is higher.
  - a. Such insurance shall also continue to be provided to normal retirees for a period of five years from the date of retirement.
  - b. Upon termination of employment, other than normal retirement, Employees shall be able to convert their group life insurance policy to an individual policy at their own cost.

**F. Pension System and Retirement**

The Employer agrees that all Employees covered by this Agreement who have accumulated enough credits toward retirement shall be granted a pension upon retirement and such benefits shall be calculated in accordance with the prescribed method of pension plan, as of the date of retirement. Each person who is employed in a full time, permanent basis, shall immediately become an active participant in the applicable pension plan. Employees will continue to participate in the pension plan in which they participated prior to the January 1, 2019, consolidation. Any new employee hired on or after January 1, 2019 will be treated as a new PHDC employee for pension purposes.

1. Employees employed by PHDC prior to the January 1, 2019 consolidation with PRA and any new employee hired on or after January 1, 2019:
  - a. Shall be required to be members and contribute to the City of Philadelphia's Retirement System for Non-Uniformed Municipal Employees (Plan J, Plan Y, Plan S16 or, any subsequent plan applicable to District Council 33).

- b. Each Employee in the Unit shall be covered by one of the aforementioned plans and be entitled to any and all of the benefits and provisions available therein.
  - c. The parties acknowledge that the conditions, provisions, and benefits of the pension system as it applies to the member of the Unit are available as they currently exist or as they may be subsequently modified by the Board of Pensions and Retirement or the City Council of the City of Philadelphia. The parties further acknowledge that those conditions, provisions, and benefits shall be the same as those applicable to other non-uniformed Employees represented by District Council 33.
  - d. The Employer acknowledges that it will provide to all Employees in the Unit, a summary plan description of the Municipal Pension System.
  - e. The parties acknowledge that any dispute regarding the conditions, provisions and benefits of the pension system shall be submitted to the Board of Pensions and Retirement for resolution and shall not be grievable under the provisions of this Memorandum.
3. Employees employed by PRA prior to the January 1, 2019 consolidation and rehired at PHDC will continue to participate in the pension plan in which they participated prior to the consolidation.
- a. Employees hired at PRA prior to January 15, 2015 shall continue to participate in the Philadelphia Redevelopment Authority Defined Benefit Retirement Plan.
    - i. The Employer shall maintain and make available to participating Employees a summary plan description, accurately setting forth the substantive contents and operation of the Pension Plan. Amendments to the summary plan description shall be promptly made and distributed to each Employee whenever changes, if any, occur in the plan.
    - ii. The Employer agrees to submit to all Employees an annual report which specifies the amount of money accrued in the Employee's Pension Fund and all other actuarial pension information.
    - iii. An EMPLOYEE'S pension benefit shall be calculated on his or her highest consecutive thirty-six (36) months or his or her last thirty-six (36) months service prior to his or her normal retirement date, at the Employee's option.
    - iv. The benefit formula after twenty (20) full years of service shall be at the rate of 2%.
    - v. Early retirement shall be at age fifty (50) with five (5) years of credited service. The early retirement date shall be the first day of the calendar month coincident with or next following the Employee's fiftieth birthday.
    - vi. Normal retirement shall be at age fifty-five (55) with five (5) years of credited service. The normal retirement date shall be the first day of the calendar month coincident with or next following the Employee's fifty-fifth birthday.

- vii. Any Employee whose employment is extended beyond the normal retirement age shall be entitled to continue biweekly contributions into the Pension Plan until such time as he or she shall fully retire and shall be entitled to the benefits of such additional contributions to the Plan.
  - viii. The UNION or its authorized representative shall have the right upon request to inspect and copy all documents relating to any aspect of the administration of the Employer's Pension Plan, including but not limited to, all documents upon which the plan is established or administered, financial and investment records, benefit payment records, etc. In the event that any such record is not in the possession of the Employer, and the Employer is entitled to possess and/or inspect such records, the Employer shall take whatever steps are necessary to promptly secure same and provide copies thereof to the UNION, or to arrange for UNION'S inspection of such records.
  - ix. An Employee who has five years of credited service but who is not fifty (50) years of age and who terminates employment may elect to "freeze" his or her pension (Employee and Employer contributions) and to receive his or her early retirement pension benefits when such Employee reaches fifty (50) years of age.
- b. Employees hired at PRA after January 15, 2015 shall continue to participate in the Philadelphia Redevelopment Authority Defined Contribution ("DC") 401a plan.
- i. Employees are required to contribute at least two percent (2%) of their bi-weekly pay toward the DC Plan.
  - ii. The Employer will "match" the contributions made by Employees, up to five percent (5%) of the Employee's compensation.
  - iii. The Employee's entitlement to the Employer's contributions will vest after ten (10) years of employment with the Employer.

## **G. Travel and Meal Allowance**

### **1. Mileage Reimbursement**

- a. The Employer agrees to pay mileage reimbursement for use of personal vehicles for approved PHDC business by all Employees at the standard mileage rate as determined by the Internal Revenue Service.
- b. Reimbursement requests must be submitted to Human Resources no later than thirty (30) days after the end of the month in which the expense occurred and the Employer will process reimbursement requests in a timely manner.
- c. It is further understood and agreed that the Employer shall also pay any additional expenses incurred by the Employee for parking while on PHDC business.

## **2. Meal Expenses**

- a. When an Employee is authorized by the Employer to travel outside the City of Philadelphia, Employees shall be reimbursed for meal expenses in accordance with the following:
  - i. Employees who are in approved travel status will be reimbursed for meals in accordance with the Federal Travel Regulations (General Services Administration (GSA) rates). The actual amount of reimbursement is capped at the established GSA per diem rate. The GSA establishes per diem rates for destinations within the continental United States at ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)) per host city. Employees are not required to submit receipts.
  - ii. Per Internal Revenue Services (IRS) rules, an employee must be in a travel status for a minimum of 12 hours on a single day travel to be eligible to receive a per diem allowance.
  - iii. Extended Day Travel is travel that is at least 12 hours and does not require an overnight stay. Employee may receive the dinner per diem only for such travel (no breakfast or lunch reimbursement).
  - iv. Overnight travel per diem starts on the day an employee departs his/her home, office, or other authorized point and ends on the day he/she returns to his/her home, office, or other authorized point.
- b. Amount of Allowance
  - i. When a meal or meals are furnished to the Employee as part of a registration cost, an event, and/or as part of a hotel rate, the Meal(s) and Incidental Expenses rate shall be reduced by the following: 25% for breakfast, 25% for lunch, and 50% for dinner.
  - ii. Meal allowances on the first and last day of travel will be reimbursed at  $\frac{3}{4}$  of the standard per diem rate for that location.
- c. Employees shall be reimbursed for meal expenses incurred within the City of Philadelphia in accordance with the following:
  - i. The Employer agrees that for those Employees covered by this Agreement, they shall be paid up to a maximum of \$3.50 (reimbursable upon producing a receipt) for meal expenses if they perform overtime work for three (3) or more hours and provided the Employee takes at least a thirty (30) minute uncompensated break.
  - ii. Employees shall be entitled to reimbursement of actual expenses for food incurred by virtue of attendance at official functions such as meetings of professional or trade associations.

### **3. Lodging**

- a. The Employer will pay lodging expenses for approved work-related travel up to the maximum allowed by the Federal Travel Regulations (General Services Administration (GSA) rates) plus all applicable taxes.
- b. Employees must select the least expensive option available for a single occupancy room, taking into consideration proximity to the business destination and personal safety.
- c. The Employer will not pay for any additional items included on the bill (room service, mini bar charges, movies, etc.) except for internet service if it is not complimentary.

### **4. Conferences, Trainings, and Professional Events**

- a. The Employer will pay for conference rates and lodging incurred by attendance at any approved scheduled function of a professional or trade association or education meeting in excess of the Federal guidelines.
- b. Event brochures and agendas are required to accompany the travel reimbursement to determine what meals are provided as part of the cost of the event.
- c. Full meal per diem will not be reimbursed when meals are included as part of a hotel or conference fee. If meals are provided at the event, the value of per diem for that meal is deducted from the overall per diem for that day.
- d. Expenses and/or fees associated with social and/or non-mandatory activities at conferences, such as tours, golf tournaments, personal sightseeing tours, sporting events, event tickets (movies, theater tickets), concerts, and/or events including alcohol, are not reimbursable expenses.
- e. Rates shall be automatically revised to reflect any revision to the City of Philadelphia's Administrative Board Rule #2.

### **H. Shift Differential**

- 1. The Employer agrees that any Employee who performs work during a shift commencing 3:00 p.m. or later and ending 12:00 midnight or earlier shall be entitled to a total shift differential payment at the rate of \$.50 per hour.
- 2. Any Employee who performs work during a shift commencing at 12:00 midnight or later and ending at 8:00 a.m. or earlier shall be entitled to a total shift differential payment at the rate of \$.75 per hour.
- 3. Shift differential shall not be increased by any overtime factor.

## **I. Deferred Compensation**

The Employer offers a third-party administered deferred compensation plan that is available to Employees in this Unit for those who voluntarily choose to participate in it.

## **Article 28. JOINT LABOR MANAGEMENT COMMITTEE**

### **A. General**

1. A Joint Labor Management Committee consisting of three (3) representatives each of the UNION and the Employer is to study, explore, consider recommendations, and resolve problems dealing with the implementation of this Agreement and other Labor Management problems that may arise. Individual grievances shall not be a subject of discussion. No action, discussion or recommendation shall be considered in any way a usurpation of the collective bargaining negotiations between the parties. However, material explored or discussed by the Joint Committee may become material for future negotiations.
2. The Joint Labor-Management Committee shall meet periodically as requested by either party. Subjects for discussion shall be listed on an agenda which shall be circulated to all members of the Committee prior to the meeting.
3. The Joint Labor-Management Committee shall consider matters such as, but not limited to personnel procedures and policies, education and training, health, welfare and safety, and recreation.
4. The Joint Labor- Management Committee shall establish its method of operation. All Employees who participate on the Joint Labor- Management Committee shall do so without loss of time or pay.

### **B. Safety and Health**

1. The Employer will take affirmative action to assure compliance with the laws concerning the health, welfare and safety of Employees working in or on PHDC owned or leased buildings, properties, and facilities.
2. The Employer agrees to voluntarily adopt all State standards and guidelines as its safety and health regulations covering all Employees.
3. Staffing and workload shall be consistent with good working conditions and shall be protective of the health, welfare, and safety of all Employees.
4. The Employer agrees to maintain a current file on Federal, State and local regulations pertaining to health, welfare and safety of Employees.
5. The Employer agrees to provide an operational outside means of communication, i.e., a telephone, a portable transmitting radio, etc., in each and every fixed PHDC work location for the safety and health of the Employees.
6. The Employer shall be responsible for maintaining safe and health working conditions and facilities.

7. The Joint Labor Management Committee shall discuss the establishment of a workplace safety policy, which shall replace the current policy regarding disturbances in the workplace.
8. Comfortable Work Environment
  - a. The policy is applicable under the following conditions:
    - i. In summer, when the indoor temperature reaches 85 degrees F or higher, and the sum of the temperature and humidity equals 150 or more; or
    - ii. In winter, when the indoor temperature falls below 60 degrees F.
  - b. Employees in 1234 Market Street and the Maintenance Office or areas of such facilities in which one of the above conditions exist shall be re-assigned to other departmental locations. In doing so, the Department director shall insure the reassignments are made such that basic service delivery, supervisory coverage and emergency services are maintained. However, no Employee may be dismissed early due to temperature conditions unless he or she uses approved leave time, or the President & CEO has expressly authorized the Department director to approve emergency leave.
  - c. It shall be the responsibility of the Department director to notify the President & CEO when such environmental conditions exist, and to then immediately follow the telephone call with a brief written description of the reassignment(s).

### **C. Clothing and Equipment**

1. The Employer shall provide any safety device, apparel or equipment necessary to protect Employees from injury. Where special tools, equipment or apparel are required for accomplishing work assignments, the Employer shall be responsible for supplying same. The Employee shall be responsible for the return of the equipment herein provided, reasonable wear and tear and normal usage excluded. And in the event that the equipment is misplaced or stolen, the Employee is required to notify PHDC as soon as reasonable possible. The above shall include but not be limited to such things as the following:
  - a. Cold weather apparel, rain apparel, and boots for Employees who must work outdoors.
  - b. Flashlights and batteries for Employees who require such equipment as part of their work assignments.
2. In the event items of clothing worn by an Employee or other personal property are damaged or destroyed during the conduct of a work assignment, the Employer shall reimburse the Employee for the value of such clothing or personal property. The condition of the clothing or personal property immediately prior to such damage shall be considered in determining its value. The incident giving rise to such claims must be

verified and not be due to the Employee's own negligence. The Employer shall take prompt and timely action in the disposition of Employee claims for damaged personal effects. If the matter cannot be resolved between the Employee and the Employer, at the request of either party it may be referred to the Joint Labor Management Committee for resolution.

#### **D. Career Advancement**

1. The Employer and the UNION agree that the Joint Labor Management Committee will study and develop an in-service training program for all Employees. Such training shall include but not be limited to: Management and behavioral science courses for supervisory personnel; programmed on-the-job training; etc.
2. There shall be a Joint Labor Management Committee to advise the President & CEO on the development of training programs to support career advancement. In this regard, the parties shall make their best efforts to mutually agree upon and implement a pilot training program to support career advancement during the life of this Contract.
3. The Employer shall develop the following program as a part of its career advancement program:
  - a. An Employee may be able to participate in an internship-type program which provides them with the opportunity to work with a mentor within the Bargaining Unit who has volunteered to act as such.
  - b. The purpose of this program is to provide the Employee with the opportunity to gain exposure to a work environment at a higher level than his/her classification provided that the work is consistent with a demonstrated career goal and career progression and furthers the organizational needs of the Employer. This exposure will acquaint the Employee with the required knowledge, skills and abilities of the higher classification and will provide the Employee with an opportunity to improve those qualities. This program is not intended to confer on the Employee any right to the higher classification or to guarantee any preferential treatment in future promotional opportunities. Successful completion of this program will, however, be given consideration in the evaluation of an Employee's relevant level of training with regard to promotional opportunities provided the Employee otherwise meets the acceptable minimum training and experience requirements for the class.
  - c. In order to participate in this internship-type program, an Employee must:
    - i. have previously completed a related educational program, or;
    - ii. be presently enrolled in a related educational program, or;
    - iii. have been enrolled in such a program within one (1) year of application; and
    - iv. identify a mentor who has agreed to participate in the program.

- d. Employees who wish to participate may do so by expressing their interest in a written memorandum to the Human Resources Department during the month of January of each year. The Employee shall indicate the classification or type of classification within the Non-Professional or Professional Bargaining Unit for which they wish to serve an “internship”.
  - e. The Employer shall review each request and shall make a determination by March 31st of each year.
  - f. An Employee may apply to participate in an “internship” in an area of interest at PHDC.
  - g. Participation shall be limited to not more than six (6) Employees and shall be subject to review and recommendation of a subcommittee of the Joint Labor-Management Committee and the approval of the President & CEO. Among equally qualified candidates, seniority shall prevail.
  - h. Program development shall be the responsibility of the Employer and a subcommittee of the Joint Labor-Management Committee shall provide assistance in this development and review the program.
  - i. Each participant in the program shall receive a quarterly evaluation of their progress and continued participation is dependent upon maintaining a satisfactory evaluation.
  - j. Application for, participation in, disqualification from and/or any matter contained in this program shall not be subject to the grievance procedure.
  - k. The implementation of this program shall not be arbitrary or capricious.
4. The Employer shall provide an orientation class to all new Employees in the Agency to familiarize them with all aspects of the Agency’s operations. All Employees shall attend such orientation without loss of time or pay.
  5. Should the Employer obtain any new or different equipment and/or supplies at any time, the Employer shall provide necessary training to all Employees who are required to use this equipment and/or supplies as part of their duties and responsibilities regarding the proper use of such equipment and supplies. All Employees shall attend such training without loss of time or pay.
  6. Commencing January 1, 1993, the Employer shall provide a minimum of forty (40) hours of training sessions per year concerning changes in Federal and State programs as well as technological advancements. The Employer is under no obligation to provide any individual Employee with a minimum number of hours of training.
  7. A Joint Labor Management Committee consisting of an equal number of representatives of the Employer and the UNION shall be created to discuss training and the establishment and definition of career paths for all job classifications.

**Article 29. SUBCONTRACTING OF WORK PRESENTLY PERFORMED BY THE BARGAINING UNIT**

- A. The Employer may contract out PHDC functions, services, locations, or sites at or in which work is presently performed by Employees in the Bargaining Unit represented by the Union only if:
1. The work can be performed more economically by a Union contractor (or other contractor in the event no Union contractor is available) as opposed to Employees represented by the Union; and
  2. The Employer shall give the Union no less than thirty (30) days written notice before issuing a formal request for proposal or a formal bid solicitation package in order to offer the Union an opportunity to meet and discuss whether the work can be performed more economically by a Union contractor (or other contractor in the event no Union contractor is available) as opposed to Employees represented by the Union.
  3. The above conditions (1) and (2) on subcontracting shall not apply and the Employer may subcontract without limitation if the total value of the contract is less than \$10,000 in a fiscal year or is funded by any source other than the Employer's annual operating funds or involves an emergency or temporary situation. The Employer shall not sever any contract in order to take advantage of the \$10,000 exemption.
- B. It is recognized by the parties that the Employer funds grantees as part of its normal operations and said grantees sometimes perform work that is within or similar to the class specification of Bargaining Unit titles without violating this Collective Bargaining Agreement. However, the Employer agrees that no Bargaining Unit Employees will be laid off as a result of such funding to grantees.
- C. It is further recognized that the Employer may receive funds and contract with other governmental or quasi-governmental entities or private entities to perform services for projects with a specific purpose and not on a continuing basis. These services may be performed by the Employer or contracted out without violating this Collective Bargaining Agreement. However, the Employer agrees that no Bargaining Unit Employee will be laid off as a result of such contract. The provisions of paragraph A.1., 2. and 3. of this section shall apply with the exception that the amount of advance written notice that the Employer shall provide to the UNION shall be ten (10) days.
- D. The Employer shall have the right to contract out for licensed and non-licensed professional personnel on a contract-by-contract basis, for projects with a specific purpose and not on a continuing basis, only without reference to subsection A.1., 2. or 3. of this section so long as no Bargaining Unit Employees are laid off as a result of the contract or there is no Bargaining Unit Employee who is capable of performing such work as would be contracted out who is on a current valid layoff list. The provisions of paragraph A.1., 2. and 3. of this section shall apply with the exception that the amount of advance written notice that the Employer shall provide to the UNION shall be ten (10) days.

### **Article 30. SUPERVISORY/NON-SUPERVISORY RATIO**

It is the Employer's intent not to vary the current ratio of supervisors to Employees. Should it become necessary to do so, the Employer agrees to meet and discuss the subject with the Union prior to any change.

### **Article 31. OUTSIDE EMPLOYMENT**

The Union and the Employees recognize that employment with the Employer in the classes named herein constitutes the primary employment responsibility and obligation (except for part-time Employees) of the Employees in the Bargaining Unit, and therefore, any off-duty employment must in no way interfere or be in conflict with the Employee's assigned duties and position with Employer. Therefore, such employment must:

- A. In no way detract from the efficiency of the Employee's performance of his/her duties;
- B. In no way discredit the Employer;
- C. In no way take preference over extra duty required by the Employer; and
- D. In no way involve the use of any Employer time, supplies, equipment and/or vehicles.

### **Article 32. MEDICAL EMERGENCY**

The Employer agrees to post the telephone number of the nearest hospital, doctor and ambulance and to provide first aid kits in each work location.

### **Article 33. STRIKES AND LOCKOUTS**

There shall be no strikes, lockouts, or work stoppages.

### **Article 34. CHILD CARE**

- A. If the City and District Council 33 agree to a childcare benefit during the life of this Collective Bargaining Agreement, the parties shall immediately open negotiations with the intention of participating in such a program.
- B. Employees who have achieved permanent status may elect to participate in a Cafeteria Plan in accordance with Internal Revenue Code 125, which consists of flexible spending accounts for dependent care expense reimbursement. Permanent Employees are annually offered participation and elections can only be modified or terminated in cases of separation of employment for any reason, or a substantial change in family status. Generally, participants may make, prior to each year, an irrevocable election to place money in this account through payroll deduction to pay for eligible dependent care expenses. Any money not used to pay for eligible dependent care expenses incurred during the plan year will be forfeited. Employees who experience a change in family status within the meaning of the applicable Federal regulations applying to this pre-tax account may, in certain circumstances, enroll after the start of the plan year, or stop further deductions during the year. Copies of the

Summary Plan Document shall be provided to all Employees and shall also be available by request in the Human Resources Office.

**Article 35. LENGTH OF SERVICE AWARD**

Length of service awards may be granted to Employees who have completed stipulated periods of PHDC and/or PRA service. Such service awards may consist of a lapel pin, lapel button, a certificate, or any combination thereof.

**Article 36. LOST IDENTIFICATION CARDS**

There shall be no charge for the Employer to provide a new identification card which enables an Employee to enter the facilities of the Employer, the first time an Employee loses such a card. The Employee shall be charged fifteen dollars (\$15.00) to replace the card for each subsequent loss.

**Article 37. MISCELLANEOUS**

- A. Both parties agree that the preambles and appendices to this Agreement shall be an integral part of this Agreement.
- B. Any matter not covered by this Contract may be incorporated into the Contract during its life by a mutually agreed upon supplementary Agreement. All supplementary Agreements, unless otherwise specified, shall take effect on the date of the supplementary Agreement.
- C. The Union and the Employer agree that neither shall recriminate or discriminate against any Employee(s) because of the strike.

**Article 38. 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.

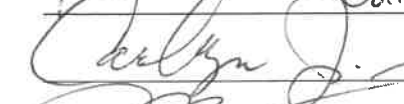
**Article XXXIX- SIGNATORY CLAUSE**

IN WITNESS WHEREOF, the Employer and Union, intending to be legally bound, agree that this Collective Bargaining Agreement constitutes the Agreement between the parties.

**FOR LOCAL 1971, DISTRICT COUNCIL  
33, AFSCME, AFL-CIO**


**FOR THE PHILADELPHIA  
HOUSING DEVELOPMENT  
CORPORATION**

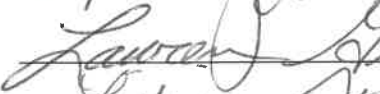
  
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Carolyn J. Ely


  
Maria Reyes

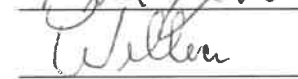
  
Nia Turner

  
Nina Azordeg

  
Grady Lawson

  
Jellene J. Hickman

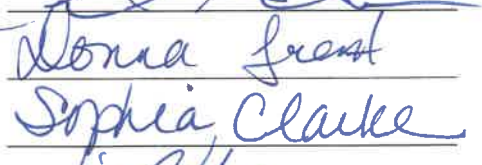
  
Brian Barker

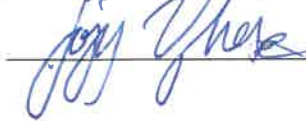
  
William Harris

  
Martine Fleming

  
Jessica Hagan

  
Donna Frost

  
Sophia Clarke

  
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**APPENDIX “A”**  
**NON-PROFESSIONAL CLASSIFICATION PLAN**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>PAY RANGE</u></b>
Account Clerk	H11
Accountant	D21
Accountant Trainee	D11
Accounting Data Processing Technician	A21
Administrative Assistant I	D13
Administrative Assistant 11	D19
Administrative Office Coordinator	H16
Administrative Office Coordinator II	H18
Administrative Secretary	A21
Administrative Technician	D9
Architectural Technician I	A18
Architectural Technician II	A25
Assistant Instructor (Vocational)	H16
Assistant Supervising Maintenance Custodian	A6
Automotive Messenger	A9
Basic Systems Repair Coordinator	H14
Building Inspector	A19
Building Inspector Trainee	A14
Case Manager	H12
Chief Inspector	D20
Clerk I	H4
Clerk II	H6
Clerk III	H11
Clerk Messenger	H3
Clerk Stenographer I	H5
Clerk Stenographer II	H8
Clerk Stenographer III	D8
Clerk Typist Bilingual I	H4
Clerk Typist Bilingual II	H6
Clerk Typist I	H4
Clerk Typist II	H6
Clerk Typist/Receptionist	H4
Computer Console Operator I	H13
Computer Programmer/Systems Analyst	A25
Construction Maintenance Supervisor	H18
Construction Projects Technician I	A19
Construction Projects Technician II	A21
Construction Projects Technician III	A24
Construction Projects Technician Trainee	A14
Contract Administrator I	A24
Contract Clerk	A15
Contract Compliance Clerk	A15

Contract Compliance Specialist	A24
Contract Control Clerk	H7
Data Clerk I	H4
Data Clerk II	H6
Data Clerk III	H11
Data Control Clerk	H12
Data Processing Clerk I	A15
Data Processing Clerk I Bilingual	A15
Data Processing Clerk II	A18
Data Processing Clerk II Bilingual	A18
Data Services Support Clerk I	H8
Data Services Support Clerk II	H10
Database Applications Developer/Programmer I	A22
Database Applications Developer/Programmer II	A23
Development Project Coordinator I	A20
Development Project Coordinator II	A23
Direct Endorsement Loan Officer	A18
Electrical Inspector	D18
Employment Opportunity Development/Counselor	D16
Energy Efficiency Specialist	H21
Engineer I	A18
Engineering Technician	A18
Environmental Hazards Abatement Inspector III	D21
Executive Secretary	A24
Facilities Rehabilitation Construction Specialist	D16
Field Inspector I	H8
Field Inspector II	H10
Finance Officer I	A22
Finance Officer II	A24
Financial Eligibility Specialist I	H12
Financial Eligibility Specialist II	H14
Financial Eligibility Specialist III	H18
Financial Technician	D10
Head Building Inspector	A24
Home Rehabilitation Counselor	H11
Homebuyer Services Coordinator	H15
Housing Counselor I	H11
Housing Counselor II	H12
Housing Counselor III	D13
Housing Counselor I - Bilingual	H11
Housing Counselor II - Bilingual	H12
Housing Counselor III - Bilingual	D13
Housing Counselor Trainee	H10
Housing Counselor Trainee - Bilingual	H10
Housing Development Assistant I	A20
Housing Development Assistant II	A23
Housing Rehabilitation Inspector Trainee	H16
Housing Rehabilitation Inspector	H18
Housing Rehabilitation Inspector/Instructor I	H20

Housing Rehabilitation Inspector/Instructor II	H21
Housing Rehabilitation Specialist	H21
Housing Rehabilitation Technician	H13
Informational Services Clerk	A13
Key punch Operator	H5
Lead Instructor (Vocational)	H21
Legal Administrative Assistant I	A18
Legal Research Assistant	A10
Legal Stenographer I	A11
Legal Stenographer II	A13
Loan Counselor	A15
Machinery & Equipment Specialist I	A21
Machinery & Equipment Specialist II	A24
Maintenance Administrative Clerk	A12
Maintenance Custodian	A1
Maintenance Mechanic I	H10
Maintenance Mechanic II	H14
Map Draftsman I	A10
Map Draftsman II	A13
Minority & Women Business Development Specialist	A19
Mortgage Collector	H21
Mortgage Financial Specialist	D19
Mortgage Loan Processor	A18
Mortgage Loan Servicing Administrator	A19
Moving & Related Expenses Specialist	A24
Network Administrator	A24
Office Automation System & PC Support Specialist	A19
Office Services Coordinator	A18
Office Services Technician I	H8
Office Services Technician II	H11
Paralegal I	A22
Paralegal II	A25
Parking Lot Attendant	A1
Photographer I	A13
Plumbing and Heating Group Leader	H24
Process Aide	A15
Procurement and Office Services Technician	D13
Procurement Technician II	D19
Program Reporting Analyst	A20
Programmer	A18
Property Management Coordinator I	A17
Property Management Coordinator II	A19
Real Estate Appraiser Trainee	A24
Real Estate Clerk	A14
Real Estate Clerk Bilingual	A14
Real Estate Data Maintenance Reporting Technician	A18
Real Estate Data Maintenance Reporting Technician Bilingual	A18

Real Estate Specialist I	D14
Real Estate Specialist II	D18
Real Estate Specialist III	D22
Receptionist	A8
Receptionist - Bilingual	A8
Records and Systems Clerk	H11
Rehabilitation Advisor	A19
Rehabilitation Advisor Trainee	A14
Rehabilitation Assistant	H8
Rehabilitation Inspector	H23
Rehabilitation Instructor/Inspector	H21
Rehabilitation Instructor/Inspector Assistant	H20
Rehabilitation Specialist	A19
Rehabilitation Supervisor	A24
Relocation Claims Manager	A25
Relocation Coordinator	A24
Relocation Examiner	A19
Relocation Specialist I	A21
Relocation Specialist II	A25
Relocation Technician	A16
Rent Collector	A8
Roofing Helper	H6
Roofing Inspector	H13
Roofing Inspector II	H17
Scheduler	A8
Senior Accountant	D23
Senior Basic Systems Repair Coordinator	H18
Senior Housing Rehabilitation Inspector	H21
Service Representative I	H8
Service Representative II	H10
Service Representative I Bilingual	H8
Service Representative II Bilingual	H10
Supervising Service Representative	A16
System Analyst/Database Administrator	A25
Urban Renewal Technician I	A14
Urban Renewal Technician II	A19
Urban Renewal Technician III	A24
Watchman	A5
Weatherization Clerk	H11
Word Processor Operator	H6

**APPENDIX “B”  
PROFESSIONAL CLASSIFICATION PLAN**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>PAY RANGE</u></b>
Administrative Analyst I	D13
Administrative Analyst II	D19
Applications Programmer II	D19
Architect I	D16
Architect II	D20
Architect III	D21
Assistant Housing Development Officer	EP23
Auditor/Analyst	EP22
Business & Jobs Retention Manager	EP24
Case Management Coordinator	D17
Community Development Reporting Officer	EP24
Construction Projects Specialist	EP22
Contract Administrator II	EP26
Development Specialist	D20
Engineer II	EP22
Engineer III	EP23
Environmental Clearance Officer I	EP22
Finance Officer III	EP23
Geographic Information Systems (GIS) Specialist	EP22
Housing Development Officer	EP23
Housing Development Specialist I	D13
Housing Development Specialist II	D18
Housing Development Specialist III	D20
Housing Program Compliance Administrator -Assistant	D1
Housing Program Operations Trainee	D10
Job Developer I	D17
Job Developer II	D19
Land Acquisition Program Specialist Bilingual	EP23
Liaison Administrator	EP27
Machinery & Equipment Specialist III	EP22
Minority & Women Business Enterprise Coordinator	EP24
Personal Computer Support Specialist I	D18
Personal Computer Support Specialist II	D21
Programmer	D19
Programmer II	D23
Project Manager I	EP23
Project Manager II	EP26
Real Estate Appraiser I	EP22
Real Estate Appraiser II	EP24
Real Estate Appraiser III	EP26
Senior Development Specialist	D23
Social Service Program Analyst	D19
Staff Engineer	EP28

**APPENDIX “C”**  
**H PAY PLAN**  
**Effective July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4
H1	30436	31058	31686	32316
H2	31110	31776	32435	33088
H3	30831	32841	33549	34241
H4	33280	34027	34784	35538
H5	34860	35683	36505	37410
H6	39412	40430	41519	42612
H7	37686	38762	39835	40896
H8	42539	43785	45016	46236
H9	40250	41423	42615	43800
H10	45193	46549	47900	49250
H11	46581	47999	49422	50828
H12	47830	49294	50762	52244
H13	49083	50607	52137	53694
H14	50332	51919	53510	55159
H15	47273	48767	50329	51878
H16	48430	50016	51624	53217
H17	49729	51391	53049	54709
H18	55565	57441	59310	61172
H19	54073	55911	57745	59600
H20	55707	57608	59511	61441
H21	60732	62839	64943	67028
H22	57640	59658	61677	63677
H23	59747	61861	63975	66073
H24	62390	64621	66849	69072
H25	65020	67371	69721	72069

**APPENDIX “D”**  
**D PAY PLAN**  
**Effective July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
D1	29922	32058	34199	36332	38471
D2	31038	33254	35475	37696	39919
D3	32172	34469	36729	39059	41359
D4	33284	35667	38038	40417	42797
D5	34406	36867	39324	41778	44238
D6	35532	38067	40605	43151	45684
D7	36660	39274	41222	44507	47125
D8	37780	40474	43167	45869	48566
D9	38899	41677	44454	47235	50013
D10	40023	42878	45733	48595	51454
D11	41143	44082	47018	49954	52893
D12	42644	45684	48725	51776	54824
D13	48070	51505	54931	58365	61797
D14	45823	49094	52364	55630	58903
D15	47499	50887	54282	57680	61071
D16	49368	52893	56418	59948	63473
D17	51624	55302	58992	62672	66362
D18	53862	57707	61551	65395	69242
D19	56239	60251	64273	68285	72308
D20	59145	63363	67551	71813	76038
D21	62643	67113	71583	76053	80531
D22	66657	71411	76166	80923	85686
D23	77715	83272	88816	94361	99918
D24	83317	89264	95212	101164	107119
D25	88916	95267	101615	107971	114326

**APPENDIX “E”  
A PAY PLAN  
Effective July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4
A1	30239	30862	31492	32130
A2	30925	31585	32239	32902
A3	31950	32656	33364	34075
A4	33095	33853	34611	35375
A5	34689	35517	36345	37183
A6	36051	36951	37842	38763
A7	37433	38384	39433	40488
A8	38701	39826	40943	42065
A9	39844	41014	42196	43365
A10	41110	42339	43575	44797
A11	42378	43665	44952	46240
A12	43504	44835	46174	47523
A13	44642	46030	47420	48840
A14	45791	47221	48670	50171
A15	46798	48280	49823	51354
A16	47937	49520	51107	52687
A17	49226	50881	52517	54162
A18	50548	52253	53945	55646
A19	51969	53744	55506	57282
A20	53539	55371	57202	59053
A21	55237	57160	59072	60977
A22	57063	59062	61056	63040
A23	59153	61243	63342	65417
A24	61765	63967	66186	68379
A25	64366	66702	69023	71345

**APPENDIX “F”  
EP PAY PLAN  
Effective July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
EP22	68802	71596	74377	77164	79967
EP23	72368	75299	78225	81157	84096
EP24	76464	79556	82655	85753	88857
EP25	80818	84105	87374	90654	93930
EP26	85741	89215	92693	96165	99638
EP27	90927	94610	98301	101975	105667
EP28	96387	100292	104198	108108	112018