

FIRST LEVEL SUPERVISORY UNIT

MEMORANDUM OF RECORD

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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July 1, 2024 – June 30, 2025

Article I - INTRODUCTORY PARAGRAPH

It is hereby acknowledged by 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 Memorandum of Record to become applicable July 1, 2024.

Article II – PREAMBLE

This Memorandum of Record is entered into between the Philadelphia Housing Development Corporation herein referred to as the “Employer” and Local 1971, District Council 33, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO herein referred to as the “Union”.

The intent of this Memorandum is to promote harmonious relations between the Employer and the Union and to set forth and record certain matters concerning wages, hours and terms and conditions of employment for all non-professional, first level supervisory, full-time Employees in this “meet and discuss” unit. The provisions, practices and requirements of the Employer’s policies that apply to Employees in classifications in this Unit shall continue to apply except as they may be expressly modified herein. In the event of a conflict between the provisions of a policy or an established practice and a provision contained herein, the provision of this Memorandum of Record shall apply.

It is the intention of the Employer and the Union that the terms and conditions that are recorded herein acknowledge the dignity and respect of the Employees in the Unit.

Article III - RECOGNITION OF THE UNION

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of meeting and discussing wages, hours and other terms and conditions of employment for all Employees of the Employer included in this “meet and discuss” unit.

This Unit shall be comprised of all full-time and regular part-time, non-professional first level supervisors in the Philadelphia Housing Development Corporation; and excluding all management level employees, confidential employees, non-professional employees, 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-85-84-E.

Article IV - TERM OF MEMORADUM

This Memorandum shall be applicable through June 30, 2025, unless subsequently modified after completion of the appropriate and necessary meetings and discussions. No provision of this Memorandum shall be applied retroactively.

Article V- NON-DISCRIMINATION/AFFIRMATIVE ACTION

- A. Both the Employer and the Union acknowledge not to discriminate against any Employee in the 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. If any provision of this Memorandum is found to be in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, or the laws and rules relating to the City of Philadelphia's Affirmative Action program, the provision of such orders, laws and rules shall prevail where applicable.

Article VI - UNION RIGHTS

- A. The Employer acknowledges that that up to two (2) Employees in this Unit may participate in scheduled "meet and discuss" sessions held for the purpose of discussing revisions to this document 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
- B. The Employer acknowledges that it will recognize the elected Union representatives of Local 1971, one (1) Chief Steward from the Local, and one (1) Steward from this Unit for each thirty (30) Employees in this Unit as the representatives of the Union for this Unit.
- C. The Union shall notify the Employer, in writing, within five (5) working days of any change of designation of said Union representatives and Steward(s), with the Steward(s) area of jurisdiction designated. The Steward(s) will handle matters of Employee concern only in their jurisdictional area.
- D. A Union Steward may, if in a duty status, use a reasonable amount of approved time without loss of time or pay for the purpose of: investigating grievances concerning matters subject to Article X, Grievance Procedure; attending official grievance meetings concerning any grievance filed pursuant to Article X; and, attending scheduled meetings with management representatives of the Employer. Stewards must make a request for official time off for such matters from their immediate supervisor giving the supervisor the legitimate reasons for the use of time.
- E. The Employer acknowledges that the Union shall have the use of specific portions of bulletin boards presently in existence and designated by the Employer for posting of Union related notices.

- F. The Union recognizes its' responsibility as the exclusive representative of Employees in the Unit and will represent all Employees in the unit equally.
- G. In the event of layoff or recall, one (1) Union Officer and the Steward(s) shall have superseniority such that all Employees in the classification in the layoff unit must be laid off before the Union Officer or the Steward(s) shall be eligible for layoff.
- H. The Employer acknowledges that it shall distribute any mutually agreed upon material to all Employees entering or leaving the Unit.
- I. The parties acknowledge 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 arranged with the Vice President, Human Resources/designee. Best efforts shall be made not to cancel the availability of a facility.
- J. Union representatives and Employees who are required to attend grievance meetings or legal hearings as either 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 twenty-four (24) hours' notice of the intended absences.

Article VII - MAINTENANCE OF MEMBERSHIP/DUES DEDUCTION

- A. The Employer shall 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 this Memorandum unless revoked by written notice to the Union President given during the period fifteen (15) days immediately prior to the expiration of this Memorandum 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 pay 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 pay status within that pay period.
- D. The Union will indemnify, defend and hold the Employer harmless against any claims made and with regard to any suit instituted against the Employer regarding any dues deduction check off.

Article VIII -MANAGEMENT RIGHTS

The Union recognizes the exclusive right of the Employer to determine its operating policies and manage its business considering its experience, business judgment, changing conditions, and its statutory responsibilities. It is understood and acknowledged that all rights, powers and authority possessed by the Employer or traditionally reserved to management prior to the promulgation of this Memorandum whether exercised or not shall be retained by the Employer except where expressly abridged by a specific provision of this Memorandum.

Except where expressly abridged by a specific provision of this Memorandum, the Employer retains the sole and exclusive right to: hire, promote, transfer, demote for non-disciplinary reasons, assign and otherwise direct the work force; evaluate employee job performance; discipline, demote for disciplinary reasons, suspend or discharge for just cause; determine the number and arrangement of work shifts and the number of employees to be assigned to each; determine the starting and stopping time for each shift and each employee and when breaks may be taken based upon operational needs of the Employer; determine the amount of compulsory overtime to be worked; establish new job classifications and revise existing job classifications; establish new work units and reorganize existing work units; establish and modify rates of pay assigned to existing or newly created job classifications; determine the way in which the Employer's services shall be provided to its' clientele and the public; determine the method of training employees; organize, discontinue, enlarge or reduce a department, job, facility or function; assign employees to other departments as operations may require; lay off employees; introduce new or improved facilities; establish rules, regulations and policies; introduce a change in the method or methods of operations which will produce a change in job duties and/or a reduction in personnel; subcontract, and, carry out all of the ordinary and customary functions of management in the sole and exclusive judgment of the Employer.

The above rights of the Employer are not all-inclusive, but indicate the type of matters and rights that belong to and are inherent to the Employer.

Article IX - EMPLOYEE RIGHTS

- A. Any Employee who is requested to appear before any authorized representative of management of the Employer for the purpose of investigating an action from which discipline might result to that Employee 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 by the Employer for the purpose of investigating an action from which discipline might result to that Employee, the Employer shall inform the Employee of his or her right to Union representation.
- B. The provisions of this Memorandum shall be applicable to all Employees in the Unit, regardless of Union membership.
- C. The Employer acknowledges that it will provide all Employees in the Unit with a current copy of an Employee Handbook, which shall not be inconsistent with this Memorandum, within thirty (30) days of the signing of this Memorandum or its adoption by the President & CEO, whichever is later. The Employer further acknowledges that it will provide any future Employee with a current copy of an Employee Handbook at the time of appointment. Any subsequent additions, modifications or deletions to the Employee Handbook shall be provided to the Union and to Employees upon adoption by the President & CEO.
- D. Employees in classes represented by the Union shall have the right to examine their personnel file once a calendar year upon written request. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, inter-department transfer or other such unusual transactions. Prior appointment is required and said examination must be performed in the presence of a designated Employer witness. The Employee may take written notes but shall not be permitted to 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.

- 1. 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.
- 2. 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.

- E. All Employees shall receive a copy of their current job specification.
- F. Employees shall be advised semi-annually of their accumulated leave balances and Employee inquiries during the year shall be answered within two (2) days.

Article X - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the Unit or the Union against the Employer regarding the interpretation or application of the provisions of this Memorandum.

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.

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

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

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 department director/manager. Such discussion shall occur within seven (7) working days after the occurrence giving rise to the alleged violation or within seven (7) working days after the Employee knew or should have known of the event giving rise to the grievance. The supervisor and/or department director/manager shall have five (5) working days from the date of that discussion to respond. In the event of a failure to reply to the satisfaction of the Union, the Union must affirmatively refer the matter to Step II within seven (7) working days of the Step I answer or its' due date or it shall be considered to be withdrawn.

STEP II

If the grievance is not satisfactorily resolved informally within five (5) working days after its presentation as described in Step I, it may be submitted in writing by the Steward or an appropriate Union Representative to the Vice President, Human Resources or designee for resolution, that writing containing the specifics of the grievance. That submission must occur within seven (7) working days of the Step I answer or its due date. 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 within seven (7) working days of that event. Written notifications of termination shall specify the basis 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, Human Resources/designee and appropriate Union Representatives including the grievant. That meeting shall occur within seven (7) working days of the submission to Step II unless extended by mutual agreement of the parties or to accommodate an absence. The Vice President, Human Resources/designee shall provide a written reply within five (5) working days of the Step II meeting. In the event of a failure to reply to the satisfaction of the Union, the Union must affirmatively refer the matter to Step III within seven (7) working days or its' due date or it shall be considered to be withdrawn.

STEP III

If the grievance is not satisfactorily resolved within seven (7) working days of the Step II answer or its' due date, it may be referred by a Union Representative to the President & CEO or his/her designee for resolution. That submission must occur within seven (7) 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. That meeting shall occur within seven (7) working days of the submission to Step III unless extended by mutual agreement of the parties or to accommodate an absence. The President & CEO or his/her designee shall provide a written reply within five (5) working days of the Step III meeting. The decision of the President & CEO shall be final and binding.

Article XI – INFORMATION

A. Reports

1. The Employer acknowledges that it will provide to the Union annually the exact allocation of all positions within the Unit indicating each and every job classification and title and name of the Employee filling the position for each and every section of PHDC in a document such as a Table of Organization or an Organization Chart.
2. The Employer acknowledges that it will provide the Union with the following information on a semi-annual basis for all Employees in the Unit:

Employee Name
Address
Organizational Unit
Employee Number
Sex
Class Title
Pay Range
Pay Step
Seniority Date

Work Location
Anniversary Date
Employee Birth Date
Salary

3. The Employer acknowledges that it will 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 their 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 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 three (3) working days by telephone and within one (1) week 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 or an Organization Chart shall be established which indicates the allocation of 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. Once provided annually, it shall be the responsibility of the Employer and the Union to each maintain an accurate Table of Organization or Organization Chart 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 or Organization Chart within five (5) working days of such changes.

Article XII – SENIORITY

- A. Seniority shall, for the purposes of this Memorandum, 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.

- 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. 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.
- D. Employees transferred to PHDC as a result of the consolidation of the Philadelphia Redevelopment Authority (PRA) and PHDC in January 1, 2019 shall retain their seniority as defined in Article III.B of the Collective Bargaining Agreement between PRA and Local 1971, and said credited Seniority shall be applicable as defined in this Collective Bargaining Agreement.
- E. For purposes of any future layoff and subsequent recall only continuous time spent as an Employee of PRA immediately prior to being transferred to PHDC shall be included in the calculation of total seniority for persons employed by PHDC prior to January 1, 2019.

Article XIII - PROBATIONARY PERIOD

- A. Employees who are newly appointed, promoted, or reinstated from resignation or retirement shall serve a probation period of six (6) months. The parties acknowledge that obtaining regular status in the class for which the probation is being served is contingent upon successful completion of probation.
- B. Should the Employer determine that an Employee is not performing the duties of the position satisfactorily, the Employer, at its discretion, may authorize that the Employee be discharged in the case of newly appointed or restored to his/her former position in the case of newly promoted Employees. If a newly appointed Employee is to be discharged, a meeting will be held among the Employee, a Union Representative and the Vice President, Human Resources/designee if so requested by the Union.
- C. 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 subject to review or consideration under the grievance procedure contained herein.
- D. Any Employee who fails to satisfactorily complete a probationary period shall be given the reasons for his/her rejection in writing.
- E. 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:
 - 1. Sick Leave
 - 2. Vacation Leave
 - 3. Military Leave

4. Leave Without Pay
5. Any combination of the above that exceeds the prescribed time limit.

Article XIV – PERFORMANCE EVALUATION

A. General

The performance of permanent employees shall annually be evaluated by management as Outstanding, Commendable, 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 annual step increment unless the Overall Rating is Unsatisfactory or they have previously reached the top step of their grade.

No unsatisfactory Employee performance evaluation report shall be in effect for more than one year.

Should an Employee not receive a performance evaluation, the Employee's work performance shall be considered Satisfactory.

Special performance ratings may be prepared during 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.

Performance evaluation reports shall not be grievable.

B. Ratings

Performance evaluation reports for 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 any Outstanding, Unsatisfactory and Needs Improvement ratings.

Article XV - CLASSIFICATION PLAN

- A. The Classification Plan for Unit classes with the Employer is attached as Appendix "A".
- 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 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 the positions in the Classification Plan and their various parts shall have the following force and effect:

The specifications are descriptive and not restrictive. 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. 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 Employer may establish and/or modify any class specification in the Classification Plan as the Employer deems necessary after meeting with the Union and discussing the intended change(s). The purpose of the discussion(s) shall be to secure the Union's comments regarding the intended change(s) and to consider that input. Nothing in this provision, however, shall limit the Employer's right to define the duties and responsibilities that are appropriate to and required of each classification in the Plan.
- E. The Employer may temporarily assign/detail Employees to work at the Office of Housing and Community Development and/or other housing and community development-related City departments provided that said work is substantially similar to the work identified as typical of the Employee's PHDC classification. During such an assignment, the Employees' wages, hours and working conditions shall continue to be as provided for in this Memorandum. There shall not be any limit on the number of times an Employee(s) may be so assigned/detailed nor on the duration of any particular assignment/detail except that no assignment/detail shall occur for longer than two (2) weeks if the recipient agency has an employee of the same or substantially similar classification on a bona fide layoff/recall list.

Article XVI - COMPENSATION PLAN

- F. Each Employee in the Unit shall be compensated at an annual rate in a pay step and pay range in a Pay Plan identical to the "SD" Pay Plan (formerly referred to as "D" Plan), the "B" Pay Plan (formerly referred to as "Mandatory Plan"), or the former PRA "A" Plan or "EP" Pay plan, which are attached hereto as Appendices.

- G. 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 appointment to a pay step other than the first step is authorized by the President & CEO.

- H. 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.

I. 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.

J. 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.

K. Transfer

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

L. 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 more than 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.
- M. Prior to implementation, the Union shall have the right to review and discuss pay ranges assigned to classifications in the Unit.

Article XVII - HOURS OF WORK

- A. The normal schedule for Employees in the Unit shall be Monday through Friday, 7½ 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 37½ hours per week, Employee's hourly rates of pay are computed on a 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.
- 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 at least 15 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. Employees shall be assigned scheduled work hours between the hours of 7:00 a.m. and 6:00 p.m. at the discretion of the department director. An Employee may be assigned and authorized to a work schedule outside of these times as an exception to accommodate the business needs of the Employer. Conflicts in work schedule requests between employees in the same job classification shall be considered and resolved based on seniority, where possible.
- G. Flex Time Policy
 1. Normal work hours for PHDC Bargaining Unit employees ("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 may take up to sixty (60) minutes of additional 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 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.
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.
8. All Employees shall be required to clock in/out when they begin work; begin and end any breaks, lunch period, stop working at the end of their workday, and periods when they are not conducting PHDC business. If an employee in the Bargaining Unit forgets or otherwise fails to clock in/out, they must immediately notify their supervisor.
9. An employee commits an infraction when he/she fails to notify their supervisor within two hours of a missed clock in/out or otherwise failure to clock in/out at;
 - a. The beginning of a workday
 - b. The beginning/ending lunch hour or break
 - c. The end of a workday (or within two hours after beginning work the next workday)
10. Three infractions as defined in Paragraph 9 above shall be a violation. The privilege to work on a flex schedule for all Employees who commit five (5) such violations within a one-year period shall be subjected to the following discipline:
 - a. First violation - receive a verbal warning.
 - b. Second violation within a 12-month period will result in a written warning

- 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.

H. Late Policy

- 1. The public business hours of the Employer and the work hours of Employees are 8:30 A.M. to 5:00 P.M. except for those Employees assigned to scheduled work hours between the hours of 7:00 a.m. and 6:00 p.m. with the prior approval of their Department Director.
- 2. 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 unexcused 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 totals more than fifteen (15) minutes will have their pay docked in half-hour increments to reflect the lost time.
- 3. Employees who have their pay docked three times in a calendar year will be subject to the following disciplinary action. The following occasions and discipline will be reckoned on a rolling twelve (12) month basis:
 - a. After being docked three times, the fourth infraction will result in a suspension for one day without pay.
 - b. The next infraction will result in a suspension for three days without pay.
 - c. The next infraction will result in a suspension for five days without pay.
 - d. The next infraction will result in termination of employment.
- 4. With regard to approved leave (vacation/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 vacation or compensatory time will be given consideration on an individual basis by each Department Director.

Article XVIII - OVERTIME COMPENSATORY TIME

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

- A. Employees who work more than eight (8) hours in any workday shall be compensated for the additional time with compensatory time off at the rate of one and one-half (1½) hours off for each additional hour worked. All hours worked on the sixth day worked in the Employee's work week shall be compensated at the rate of one and one half (1½) hours off for each additional hour of work, and all hours worked on the seventh day in the Employee's work week shall be compensated at the rate of two (2) hours off for each additional hour worked. Said compensation shall be in the form of overtime compensatory time credited at the premium rates set forth herein up to the accrual limit specified in Paragraph F. below. Upon reaching that accrual limit, any additional authorized overtime shall be compensated in premium wages.
- B. Overtime shall not be mandatory except in the case of situations affecting public health or safety or, where mandatory overtime is required and essential to the operational needs of the Employer. Premium pay shall not be pyramided.
- C. Employees required to work on any of the recognized holidays shall receive, in addition to the holiday compensatory time, an additional one and one-half (1½) hours off for each additional hour of work and two (2) hours off for each additional hour of work over eight (8) hours on that day.
- D. In order to be eligible for overtime compensation on the sixth day of his/her work week, an Employee 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; (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.)
- E. For compensatory time worked in accordance with the provisions of this Memorandum, 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.
- F. 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 (or more), said Employee shall be compensated in cash in accordance with the premium rates provided herein.

Article XIX - POSTING OF VACANCIES

- A. Interchangeability:

1. As set forth in Article XII, Section A, seniority of employees within this unit shall 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 did not exceed fifteen (15) consecutive calendar days.
 2. In the event of a layoff within the First Level Supervisory Unit at PHDC, the affected Employees within that Unit may elect demotion in lieu of layoff into positions in any Bargaining Unit in accordance with the rules contained herein. The affected Employees 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.
- B. Any vacancy that exists in a class within the Unit 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 fifteen (15) working days so that Employees (including those in the Non-Professional and Professional Bargaining Units) who have completed their initial employment probation period may apply. A copy of any notice shall be posted in all mutually agreed upon work locations. The area for this posting shall be clearly identified.
- C. Such postings shall include the class title, pay range, a copy of the class specification, and the closing date of the posting, after which no Employee application will be taken.
- D. Upon the expiration date of the posting, no additional Employees may apply.
- E. An updated resume must be submitted to the Human Resources Department with each position for which an Employee applies.
- F. The Employer shall inform the Union President and Chief Steward in writing of all Employees who applied for any posted position as soon as possible but in no event later than five working days of the termination of the posting period.

Article XX – LAYOFF

A. General

1. The Employer reserves the right to manage the size and composition of its work force in a manner that is, in its judgment, the most economical and efficient possible. Towards that end, the layoff of Employees may occur due to a lack of work, a lack of funds or a reorganization.
2. The Employer acknowledges that if layoffs occur as a result of any of these circumstances, the following procedure will be followed:
 - a. The Union will be notified in advance and shall have a reasonable time to suggest alternatives to the layoffs.

- b. The Employer acknowledges that the parties will establish a Joint Union-Management Placement Committee that shall, to the extent possible, actively search City job vacancies, new positions or potential vacancies to assist Employees who have been laid off in securing positions within the departments of City of Philadelphia government. This committee shall begin operating at such time as the Employer notifies the Union of the necessity for layoffs. Neither the committee, the Employer nor the Union assumes any financial responsibility to the affected Employees or liability for employment placement.
- c. The Employer shall not be required to review and redefine class specifications pursuant to a layoff.

B. Procedure

- 1. The Employer acknowledges that it will make reasonable efforts to avoid layoffs or reduction in pay of Employees. Such efforts to avoid layoffs or reduction in pay shall be PHDC-wide.
- 2. Layoffs may occur only if necessitated because of lack of funds or work or a 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 acknowledges that it will discuss the matter with the Union sufficiently prior to the institution of layoffs to allow for the possible development of alternatives. The Employer shall make reasonable efforts to establish comparability and to fill vacancies in any division and department, where possible, to avoid actual layoffs.
- 4. Employees to be laid off shall be notified in writing at least two (2) weeks prior to the effective date of the layoff.
- 5. 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 an Employee's status with regard to order of layoff, Employees serving probationary periods shall be considered permanent.
- 6. 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.
- 7. In the event of a layoff, an appropriate layoff list shall be established for each job classification affected.

8. Employees shall be placed on a layoff list in their job classification in order of seniority and satisfactory work performance: the most senior Employee with satisfactory work performance shall have the highest rank. 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.
9. For the purpose of layoff, an Employee's seniority shall be calculated in accordance with the method defined in the Seniority section of this Memorandum.
10. The Employer acknowledges that it will provide copies of seniority and performance ratings to Employees and to the Union upon request.
11. The layoff unit for Employees represented by the Union shall be PHDC-wide.
12. 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 fourteen (14) months from the effective date of the layoff or until they are exhausted.
13. The Employer shall provide the Union President and Chief Steward the opportunity to review all layoff lists for Unit classes at least forty-eight (48) hours prior to the distribution of layoff notices, but the Union President and Chief Steward must maintain the confidentiality of that information.

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. 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 of layoff; or,
 - b. A position in a class previously held by the Employee; or,AAAnother position with a lower pay range deemed appropriate by 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. 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.

Article XXI – TERMINATION

- A. The Employer acknowledges 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
 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 so long as the Employee remains on a valid layoff/recall list.

Article XXII – DISCIPLINE

- A. No disciplinary action may be imposed upon any Employee without just cause.
- B. All disciplinary actions shall be grievable.
- C. The Employer acknowledges that it will notify, in writing, any Employee upon whom a written warning, suspension or discharge is being imposed and that notice shall provide the basis 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.

Article XXIII - 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 Unit in accordance with the following schedule:

Completed Years of Service	Per Month	Per Year
Up to 5 years	5/6 day	10 days
More than 5 years but less than 10 years	1¼ days	15 days
More than 10 years but less than 20 years	1⅔ days	20 days
More than 20 years	2 1/12	25 days

5. 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.
6. Upon separation from employment with the Employer for any reason, Employees who have completed their initial probation period 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 5. above. Said payment shall be at the Employee's regular rate of pay at the time of separation.
7. Requests for vacation leave with pay must be approved by an Employee's supervisor prior to being taken. Approval for the use of earned vacation leave shall not be unduly withheld.
8. Upon discussion between the Employee and his/her supervisor/manager, and, the decision of the manger, vacation leave time may be used on an hourly basis.
9. 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.
- 10. If it becomes necessary to resolve a scheduling conflict among Employees in the same classification, vacation shall be scheduled based on seniority, where possible.
 - 11. 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	Labor Day
Martin Luther King's Birthday	Indigenous People's/Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day
Independence Day	
- 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 that 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 day before and after a holiday to receive any compensation, as defined above, for that holiday.
- 4. Employees shall be permitted to leave work after working a minimum of three and one-half (3 ½) hours without loss of time or pay and without their taking any lunch, on Christmas Eve Day and New Year's Eve Day or the last working day prior to Christmas Eve Day and New Year's Eve Day as the case may be.

C. Compensatory Leave

1. Holiday Compensatory Leave:

- a. Earned holiday compensatory time as provided for in Article XXIII.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 separation from employment with the Employer for any reason, 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 separation.
- d. In the event of a conflict between Employees in the same classification regarding the use of leave, such conflict shall be resolved based on seniority, where possible.

2. Overtime Compensatory Time

- a. Overtime compensatory time authorized and elected as provided for in Article XVIII 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.
- b. No employee may accumulate overtime compensatory time in excess of one hundred and twenty (120) hours.
- c. Any unused, accumulated overtime compensatory time shall be compensated upon separation. Such payment shall be in a lump sum at the Employee's regular rate of pay at the time of separation.
- d. In the event of a conflict between Employees in the same classification regarding the use of leave, such conflict shall be resolved based on seniority, where possible.

CI. Annual Administrative Leave

- 1. Each full-time Employee in the 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 reasonable 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 in the same classification regarding the utilization of this leave, such conflict shall be resolved based on seniority, where possible.

E. Sick Leave

1. All Employees shall be entitled to sick leave with pay at the rate of one and one quarter work (1 ¼) days per month provided the employee is in paid status for a majority of the calendar days within the month with a maximum of fifteen (15) days to be earned in any one (1) calendar year. 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.
2. Use of sick leave prior to its being earned is prohibited.
3. Sick leave may be used with the approval of the Employee's supervisor for any non-service-connected illness or injury to the Employee.
4. Employees in the 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.
5. Employees in the Unit shall accumulate earned, unused sick leave from year to year up to a maximum of 200 days (1,500 hours).
6. Upon separation from the Employer to become immediately pensioned in the City's or PRA's pension plan, an Employee in the 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. 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.
7. 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.
8. 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.

9. The current sick leave policy shall be deemed to reckon occasions and violations on a rolling twelve (12) month basis. Any Employee placed on the “Excessive use of Sick Leave List” shall not be paid for the first day of sick leave for the next four (4) occasions or the next twelve (12) months, whichever is shorter. The above is in addition to any other penalties already provided in the policy.
10. 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 the Human Resources Department, 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 XXIII, A. - Vacation Leave.
11. Employees who are eligible for either a service pension or a non-service connected disability pension and who have been determined by the Employer to be permanently disabled with a non-service injury or illness may be separated from employment.
12. 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.
13. Medical Certification Requirements

To be eligible for paid sick leave for more than two (2) consecutive working days, an Employee must provide acceptable medical documentation in accordance with the following:

- a. When an Employee is absent due to personal illness or injury for more than two (2) consecutive working days but less than five (5), the Employee must submit medical certification for the period of illness to his/her supervisor or designee immediately upon returning to work.
- b. An Employee who is on sick leave for five (5) consecutive working days or more must provide initial medical documentation of the illness or injury no later than the sixth (6) consecutive day of absence.

- c. Furthermore, an Employee who must be absent for more than ten (10) consecutive working days must submit continuing medical documentation for each pay period of absence. Said documentation must be submitted as of each Pay Day beginning with the first Pay Day after documentation was submitted as required under Section b. above.
- d. Sections b. and c. above shall not apply where an Employee has submitted acceptable medical documentation in advance of a period of extended sick leave where that documentation states the reason for the leave and the anticipated date of return.
- e. In addition to the above medical certification requirements, the Employer can require additional medical documentation and/or re-certification from the Employee to determine and/or reconfirm the Employees eligibility or continuing eligibility for sick leave.
- f. 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 and sufficient time to attempt to accommodate such restrictions.

14. Excessive Use of Sick Leave

- a. An Employee who, in a calendar year, uses a total of eight (8) days of paid or unpaid sick leave without medical documentation will be placed on the Excessive Use of Sick Leave List. The Employee shall be notified after having used five (5) days of undocumented leave that three (3) additional uncertified days of sick leave used during the calendar year will result in the Employee being placed on the Excessive Use of Sick Leave List.
- b. An Employee who develops a pattern of taking sick leave will be placed on the Excessive Use of Sick Leave List. (Some examples of patterns are sick on Fridays and Mondays, before or after holidays.) Similar days off sick without a medical certificate as well as questionable use of sick time after being denied other leave may constitute reason for being placed on the Excessive Use of Sick Leave List.
- c. 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.
- d. An Employee who is placed on the Excessive Use of Sick Leave List or who is otherwise disciplined under any section of Article XXIII.E., shall

have the right to utilize the procedures contained in Article X of this Memorandum.

- e. 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 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.

15. 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:

First Occurrence	Verbal warning/counseling
Second Occurrence	Written warning
Third Occurrence	One (1) day suspension without pay
Fourth Occurrence	Three (3) day suspension without pay
Fifth Occurrence	Five (5) day suspension without pay with intent to dismiss

- b. An occurrence is a violation of any of the provisions of Article XXIII.E.12. or 13. during a calendar year.

- 16. All sick time used, in any time increment, will be charged to the Employee's accumulated sick leave balance.
- 17. 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.
- 18. In January of each year, each full-time Employee who has an accumulated sick leave balance of thirty (30) days or more as of January 1st of that year shall receive bonus Administrative Leave days in accordance with the following:
 - a. Employees who used five (5) sick days or less during the calendar year immediately preceding that January 1st shall receive one (1) bonus Administrative Leave day.
 - b. Employees who used three (3) sick days or less during the calendar year immediately preceding that January 1st shall receive two (2) bonus Administrative Leave day.

- c. Employees who used zero (0) sick days during the calendar year immediately preceding that January 1st shall receive three (3) bonus Administrative Leave days.

These bonus Administrative Leave days must be used by no later than June 30th of the year in which they are granted and they must be used in accordance with the provisions contained in Article XXIII.D herein.

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, the Employee must complete a funeral leave request form.

G. Jury Duty

The Employer acknowledges 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 acknowledges that it will 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

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.

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, her 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.

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 will establish a program to permit Employees covered by this Memorandum to donate accrued vacation leave to a Catastrophic Leave Bank. The program shall be administered by a Joint Labor Management Committee that consists of three (3) members appointed by the Union and three (3) members appointed by the Employer. The program shall be subject to the following rules:

1. Each year during the period of January 1 to March 31, Employees may contribute accrued vacation leave to the Catastrophic Leave Bank.
2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing. Employees may contribute from one to five days in whole day increments only.
3. Eligibility for a transfer of vacation leave shall be limited to Employees who have donated a vacation day to the Catastrophic Leave Bank in the last contribution period.

Only Employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave are eligible for a grant of leave time from the transfer of Catastrophic Leave Bank.

4. The committee shall have the sole authority to determine eligibility for a grant of leave. The committee shall review applications from Employees for a grant of leave from the Catastrophic Leave Bank and determine the amount of leave to be granted. Grants of leave shall be limited to a maximum of thirty (30) leave days. Employees may apply for a maximum of two grants during a calendar year.
5. Employees receiving such transferred leave shall only be credited in accordance with the provisions governing maximum leave accrual.

If an Employee who has received transferred leave separates from Employer service for any reason, there shall be no payment for unused transferred leave. Unused transferred leave shall be returned to the Catastrophic Leave Bank. No aspect of this benefit shall be subject to the grievance procedure.

Article XXIV - 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. Requests for such leave must be submitted at least five (5) working days prior to the intended effective

date (except for requests regarding a verifiable medical emergency), and, they must be for a period of at least five (5) consecutive working days.

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 because 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 because 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 post-partum period when:
 - 1) Certified by Employee's physician; and,
 - 2) 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 anticipated 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 one (1) Employee 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 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 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 Leaves

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.
 - a. 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:
 - (1) Leave with pay, in whole or in part; or
 - (2) Leave without pay; or
 - (3) 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:

- (a) the expenses are approved by the EMPLOYER in writing prior to the start of the course; and
 - (b) 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
 - (c) 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 voluntary leaves the employment of the Employer withing 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%
- b. 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.
- c. 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.

- d. 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) Leave

1. FMLA entitles 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 1,250 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:
 - 1) The birth of a child and to bond with the newborn within one year of birth;
 - 2) The placement of a child with the employee for adoption or foster care and to bond with the child within one year of placement;
 - 3) To care for a spouse, covered child, or parent who has a serious health condition;
 - 4) For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
 - 5) 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 involves:
 - 1) Inpatient care (defined as an overnight stay in a hospital, hospice or residential medical care facility; or
 - 2) 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 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.
 - 1) The "single 12-month period" for military caregiver leave begins on 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.
 - 2) 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 XXV - 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 Memorandum 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 Memorandum except that the amount earned shall be in proportion to their actual time worked.

Article XXVI – RESIDENCY

Employees covered by this 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 XXVII – ECONOMICS

A. WAGES AND RAISES

1. Effective with the first pay period following the ratification of this Memorandum of Record, the following increase that was negotiated by Local 1971 will be honored. Retroactive payments will be provided.
 - a. 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.
 - b. 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.
 - c. 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's 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 PHDC 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, PHDC 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:
 - 1) The EMPLOYEE can verify that they are covered by another health plan; and

- 2) the EMPLOYEE who chooses not to be covered shall receive the amount of Nine Hundred (\$900.00) Dollars payable in two Four Hundred Fifty (\$450.00) Dollar 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
 - 3) 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.
3. EMPLOYEES who have achieved permanent status may elect to participate in a Cafeteria Plan in accordance with Internal Revenue Code 125.
4. 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 an 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.

D. Legal Services Fund

1. The Employer contribution to the Union Group Legal Services Fund shall be \$15.00 per month for all full-time Employees within the Unit.
2. The Employer acknowledges that it will submit a separate remittance to the Secretary Treasurer of Local 1971 for the total amount of its contribution and will make its best efforts to remit said contributions 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 remittance, the Employer acknowledges that it will 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 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 Unit and their dependents in a manner that is designed to ensure 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 City of Philadelphia, the Employer or its duly authorized officials.
 - d. Not to be used for 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.
4. The Union shall provide the Employer with an annual audit of the statement of operations of the Fund. Effective immediately, that audit shall be provided each year within sixty (60) calendar days of its receipt by the Union and not less than once during each fiscal year. Should the Union fail to provide said report to the Employer, the Employer will hold all contributions to the Fund for these Employees in escrow and without interest until such time as a copy of the report is provided. The Union shall also notify the Employer within thirty (30) calendar days each year of the Fund's annual operations closing date for accounting/audit purposes.
 5. Federal income tax for contributions to the Local 1971 Group Legal Services Fund shall be deducted from each EMPLOYEE'S pay on a biweekly basis each calendar year.

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 employed 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, Employee's 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 employees 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 members 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.
2. 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.
 - 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) The benefit formula after twenty (20) full years of service shall be at the rate of 2%.
 - 5) 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.
 - 6) 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.
 - 7) 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.

- 8) 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.
 - 9) 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.
- 1) Employees are required to contribute at least two percent (2%) of their bi-weekly pay toward the DC Plan.
 - 2) The Employer will "match" the contributions made by Employees, up to five percent (5%) of the Employee's compensation.
 - 3) The Employee's entitlement to the Employer's contributions will vest after ten (10) years of employment with the Employer.

G. Mileage Allowance

When privately owned passenger vehicles are used for official business under proper authorization, the rate of reimbursement therefore shall be in accordance with the allowable reimbursement provided for under current IRS regulations or as that rate might be changed.

H. Meal Expenses

1. 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:
 - a. In order to qualify for meal allowance, a person must be in a travel status during at least one-half hour between limits shown below:

<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
7:30 a.m.	11:30 a.m.	5:30 p.m.
9:30 a.m.	1:30 p.m.	7:00 p.m.

b. Amount of Allowance

If certain meals are provided to the Employee at no expense, the remaining meals shall be reimbursed in the following proportions of the per diem for that locale:

Breakfast	25% of per diem
Luncheon	25% of per diem
Dinner	50% of per diem

c. If meals are obtained on American plan, the limit shall be in accordance with the per diem schedule found in Administrative Board Rule #2.

d. Conference Rates. If any expense for a meal is incurred by virtue of attendance at a scheduled function of a professional or trade association or education meeting is in excess of the rates herein above set forth, the actual cost of such meals shall be reimbursable.

2. Employees shall be reimbursed for meal expenses incurred within the City of Philadelphia in accordance with the following:

a. For each meal required by virtue of overtime work, an Employee shall be reimbursed the actual cost of the meal not to exceed \$3.50 provided the Employee is assigned to work at least three hours and he/she is in unpaid status for at least one-hour to consume the meal.

b. 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. The aforementioned rates shall be automatically revised to reflect any revision to Administrative Board Rule #2.

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 XXVIII - JOINT LABOR MANAGEMENT COMMITTEE

A. General

1. The parties acknowledge that they will participate in a Joint Labor-Management Committee to study, explore, consider and attempt to resolve labor-management issues at the Philadelphia Housing Development Corporation. The exact number of participants for each party shall be discussed and may vary from meeting to meeting. 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 discussions between the parties; however, material explored or discussed by the Joint Labor-Management Committee may become material for future collective discussions.

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, Health, Clothing and Equipment

1. The Union and Employer acknowledge that they will refer safety, health, clothing and equipment matters that require discussion to the Joint Labor Management Committee.
2. The Employer shall be responsible for providing and maintaining safe working conditions.
3. The Employer shall supply maintenance Employees with the tools necessary for the job as determined by the Employer.
4. On or around October 1 of each year, the Employer shall provide each Employee required to work in the field with a lump sum payment of two hundred fifty dollars (\$250.00) for the purchase of cold weather/rain gear.
 - a. Employees must purchase cold weather/rain gear between October 1 and December 31 and must submit receipts for the items purchased within thirty (30) days of purchase. The receipts must clearly describe the item(s) purchased, date, and amount spent.
 - b. At the Employer's discretion, if an Employee fails to submit receipts totaling at least two hundred fifty dollars (\$250.00) for the purchase of cold weather/rain gear, the Employer may be reimbursed by reducing the Employee's allowance in the following year or through payroll deduction.

C. Productivity

The Union and the Employer acknowledge that they will refer matters regarding productivity to the Joint Labor-Management Committee.

D. Career Advancement

1. There shall be a Joint Labor-Management Committee to advise the President & CEO on the development of training programs to support career advancement.
2. 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.
3. Employees shall be eligible to be reimbursed for education and training tuition expenses in accordance with the provisions set forth in Article XXIV.D.

Article XXIX - 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 Unit, and therefore, any off-duty employment must in no way interfere or be in conflict with the Employees' assigned duties and position with the Employer. Therefore, such employment must:

4. In no way detract from the efficiency of the Employees' performance of his/her duties; or,
5. In no way discredit the Employer; or,
6. In no way take preference over extra duty required by the Employer; or,
7. In no way involve the use of any Employer time, supplies, equipment and/or vehicles.

Article XXX - MEDICAL EMERGENCY

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

Article XXXI - STRIKES AND LOCKOUTS

There shall be no strikes, lockouts or work stoppages.

Article XXXII - CHILD CARE

The Employer will provide a pre-Federal income tax Dependent Care Reimbursement Account for Unit members in accordance with Section 125 of the Internal Revenue Code and the applicable Federal regulations. Participation in the Dependent Care Reimbursement Account will be governed by Sections 129 and 125 of the Internal Revenue Code and the applicable regulations thereunder, and by the administrative rules currently in place of the City Administered Plan. Generally, participants may make, prior to each plan 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 a plan year, or stop further deductions during the year.

Article XXXIII - LOST EQUIPMENT

- A. There shall be no initial charge to the Employee for the identification card which enables an Employee to enter the facilities of the Employer. The Employee shall be charged any required fee necessary to replace a lost or damaged card.
- B. Employees shall be responsible for the reasonable security and condition of cell phones and other issued property of the Employer. Employees shall be responsible for reimbursing the Employer for the fair replacement value of such equipment that is lost or unreasonably damaged.

Article XXXIV – MISCELLANEOUS

- C. Both parties acknowledge that the preambles and appendices to this Memorandum shall be an integral part of this Memorandum.
- D. Any matter not covered by this Memorandum may be incorporated into the Memorandum by the Employer after appropriate discussion with the Union. Any supplementary Memorandum, unless otherwise specified, shall take effect on the date of the supplementary Memorandum.
- E. All Employees in this Unit shall be covered by, and required to comply with, the provisions of the Drug and Alcohol Policy whose provisions are identical to those applicable to the employees of the City of Philadelphia who are represented by District Council 33 as that Policy exists as of December 2004 or as it might subsequently be amended or modified by the City of Philadelphia and District Council 33, except that:
 - 1. Implementation of the Policy for Employees in this Unit shall not be effective until the Policy is implemented by the City of Philadelphia for District Council 33 employees.
 - 2. Disputes regarding the interpretation or application of the Policy shall be subject to resolution through the grievance procedure.
 - 3. Any subsequent amendment or modification to the City of Philadelphia's policy shall not be implemented for Employees in this Unit until the applicability of the matter is discussed with the Union and the appropriate determination is made.

Article XXXV - PAST PRACTICE

All past practices are eliminated as enforceable terms and conditions of employment unless the parties have included those terms herein. Any past practice conducted under a prior

memorandum between the Employer and Union that is not included in this Memorandum shall not be considered a past practice herein.

Article XXXIV - SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Memorandum 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 acknowledge that they will, upon request of either, discuss a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Memorandum, and the memorandum as a whole, shall continue without interruption for the term hereof.

Article XXXV - ENTIRE MEMORANDUM


The parties acknowledge that during the discussions which resulted in this Memorandum each had the unlimited right and opportunity to identify and discuss issues with respect to any subject or matter not removed by law from the area of employment relations, and, that the decisions arrived at by the Employer after the exercise of that right and opportunity are set forth in this Memorandum. This Memorandum constitutes the sole and entire existing Memorandum for this Unit and completely and correctly expresses all of the rights and obligations of the parties. All prior conditions, practices, customs, usages, and obligations are completely superseded and revoked to the extent deemed desirable by the Employer insofar as any such prior condition, practice, custom, policy, usage, or obligation is not contained and specifically expressed in this Memorandum. For the duration of this Memorandum, the Employer shall not be obligated to “meet and discuss” with respect to any subject or matter which was or might have been raised in the course of discussing this Memorandum, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they discussed this Memorandum unless the Employer shall notify the Union that such discussions are required. Finally, this Memorandum does not constitute a contract nor does it establish, in any way, a contractual relationship between the Employer and the Union or any employees.

Article XXXVI - SIGNATORY CLAUSE


IN WITNESS WHEREOF, the Employer provided the Union the opportunity to engage in a meet and discuss process and, intending to be legally bound, the Employer and the Union acknowledge that this Memorandum of Record reflects the determinations of the Employer.

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

FOR THE PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION



Carolyn J. Tury



Donna Frost
Sophia Clarke
Joy Yha

APPENDIX “A”

First Level Supervisory Unit CLASSIFICATION PLAN

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-85-84-E, this Unit is comprised of all full-time and regular part-time, non-professional First Level Supervisor positions in PHDC, including the First Level Supervisors who were employed by PRA prior to the January 1, 2019 consolidation and rehired by PHDC.

<u>Job Classification</u>	<u>Pay Range</u>
<u>PHDC First Level Supervisory Unit Classifications</u>	
Housing Program Budget Supervisor	SD21
Housing Rehabilitation Inspection Supervisor I	B24
Housing Rehabilitation Inspection Supervisor II	SD21
Rehabilitation Financial Supervisor I	B24
Rehabilitation Financial Supervisor II	SD21
Weatherization Technical Supervisor	B24
Roofing Inspection Supervisor I	B24
Roofing Inspection Supervisor II	SD21
<u>Former PRA First Level Supervisory Unit Classifications¹</u>	
Accounting Coordinator	EP 25
Accounting Supervisor	EP 26
Administrator Rehabilitation Revenue Bond Program	EP 25
Asset and Portfolio Manager	EP 24
Assistant Director, Housing Construction	EP 27
Assistant Director, Housing Revenue Bond Program	EP 26
Assistant Director, Negotiations and Settlement	EP 27
Assistant Director, Non-Residential Relocation and Property Management	EP 26
Assistant Director, Real Estate Valuation	EP 28
Assistant Director, Site Improvements	EP 27
Assistant Director, Small Rental Properties Program	EP 25
Building Maintenance Supervisor	A 25
Chief Finance Officer	EP 24

¹ Employees who currently hold a position in one of the former PRA First Level Supervisory Unit classifications will continue to be paid in the pay plan that they were paid while employed at PRA. When the employee vacates the position and there are no other employees holding that position, the position will be placed on the appropriate PHDC pay plan.

Former PRA First Level Supervisory Unit Classifications (Continued)

Commercial & Industrial Relocation Manager	EP 24
Construction Administrator, Small Rental Properties Program	EP 26
Construction Projects Supervisor	EP 25
Data Systems Manager	EP 26
Financial Analyst II	EP 25
Office Services Supervisor	EP 23
Property Manager	A 24
Real Estate Appraiser IV	EP 28
Relocation Manager	EP 24
Senior Housing Development Officer	EP 26
Senior Rehabilitation Advisor	A 22
Supervising Account Clerk	A 19
Supervising Maintenance Custodian	A 17
Supervisor, Contract Compliance	EP 24
Supervisor, Labor Standards	EP 22
Underwriter	EP28
Wage Compliance Supervisor	EP23

APPENDIX “B”
SD PAY PLAN

Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
SD1	32375	34684	36999	39307	41622
SD2	33579	35977	38381	40781	43188
SD3	34806	37291	39778	42259	44746
SD4	36011	38589	41154	43728	46303
SD5	37223	39887	42543	45199	47862
SD6	38442	41185	43931	46686	49425
SD7	39660	42492	45319	48150	50985
SD8	40874	43788	46702	49625	52543
SD9	42084	45090	48097	51105	54110
SD10	43300	46389	49477	53405	55670
SD11	44512	47692	50867	54046	57226
SD12	46136	49425	52715	56017	59313
SD13	47755	51162	54566	57979	61395
SD14	49576	53117	56653	60186	63728
SD15	51390	55053	58730	62404	66074
SD16	53413	57226	61038	64858	68670
SD17	55851	59833	63823	67805	71797
SD18	58273	62434	66593	70752	74913
SD19	60845	65184	69537	73877	78230
SD20	63990	68553	73126	77695	82264
SD21	69518	74474	79438	84394	89361
SD22	72117	77260	82403	87548	92704
SD23	77205	82722	88225	93743	99261
SD24	82765	88678	94823	100495	106412
SD25	88324	94637	100941	107253	113570

APPENDIX “C”
B Pay Plan

Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4
B1	32929	33601	34280	34964
B2	33658	34378	35092	35799
B3	34773	35529	36296	37043
B4	36006	36813	37633	38450
B5	37714	38606	39496	40475
B6	39176	40188	41271	42358
B7	40774	41936	43100	44246
B8	42286	43523	44747	45962
B9	43545	44816	46105	47386
B10	44924	46272	47614	48959
B11	46304	47713	49126	50524
B12	47544	48999	50461	51934
B13	48790	50306	51825	53374
B14	50032	51609	53193	54831
B15	51145	52763	54452	56126
B16	52397	54111	55851	57575
B17	53803	55549	57395	59190
B18	55233	57098	58956	60807
B19	56797	58730	60655	62602
B20	58513	60511	62509	64535
B21	60369	62464	64554	66626
B22	62363	64544	66728	68891
B23	64640	66928	69214	71484
B24	67501	69913	72325	74730
B25	70345	72889	75430	77971

APPENDIX “D”

A Pay Plan

Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4
A1	30059	30677	31304	31938
A2	30740	31396	32047	32706
A3	31759	32462	33165	33872
A4	32897	33651	34405	35164
A5	34482	35306	36128	36961
A6	35836	36731	37616	38532
A7	37210	38155	39198	40246
A8	38470	39589	40699	41814
A9	39607	40770	41944	43107
A10	40865	42086	43315	44529
A11	42125	43404	44684	45965
A12	43245	44567	45899	47239
A13	44376	45755	47137	48549
A14	45518	46939	48380	49872
A15	46519	47992	49526	51048
A16	47651	49224	50802	52373
A17	48933	50577	52204	53838
A18	50246	51941	53623	55314
A19	51659	53424	55175	56941
A20	53220	55041	56861	58701
A21	54908	56819	58719	60614
A22	56723	58709	60692	62665
A23	58800	60878	62965	65027
A24	61397	63586	65792	67971
A25	63982	66304	68612	70920

APPENDIX “E”
EP Pay Plan

Effective July 1, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
EP22	65509	68170	70818	73471	76140
EP23	68904	71695	74482	77273	80071
EP24	72805	75748	78699	81649	84605
EP25	76950	80079	83193	86315	89435
EP26	81637	84946	88257	91562	94869
EP27	86576	90082	93596	97095	100610
EP28	91774	95493	99211	102934	106657