



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES Thursday, April 16, 2020, 3 p.m.

The regularly scheduled meeting of the Philadelphia Housing Authority (“PHA”) Board of Commissioners was conducted via a virtual platform, due to the COVID-19 pandemic and federal, Commonwealth and City of Philadelphia guidelines and declarations, as well as PHA’s By-Laws that provide for remote participation, and respecting the goals and requirements of the Sunshine Act. The protocols for public participation were posted on the PHA website as of April 8, 2020, and included real-time public audio access as well as opportunities to submit written or verbal comments and questions.

The meeting was brought to order at approximately 3:00 p.m. by the Chair, Lynette Brown-Sow. She proceeded to call the names of all the Commissioners, to verify their participation and establish that a quorum was present. All Commissioners participated in the meeting: the Chair, Vice-Chair Wetzel and Commissioners Callahan, Camarda, Coney, Mayo, Purnell, and Wise, as well as President & CEO (“CEO”) Kelvin A. Jeremiah and General Counsel and Board Secretary, Laurence M. Redican.

After opening the meeting, the Chair requested a moment of silence, to help prepare for the work to be done, and the CEO made the following announcements:

1. PHA continues to provide above-and-beyond services to residents while also taking measures to keep PHA employees safe, by working from home where possible and using appropriate precautions for those who are not able to work from home, including social distancing and masks.
2. Six PHA community centers are distribution location for meals for children: Abbottsford, Bartram Village, John F. Street, Raymond Rosen, West Park, and Wilson Park, and, as of April 3^d, over 11,000 meals were served.
3. Children’s Hospital of Philadelphia has partnered with PHA to provide dinners for residents at West Park Apartments and Bartram Village and Poor Richards Catering, a minority owned business based in West Philadelphia, is preparing and delivering all meals.
4. The Senior Program Team is staying connected to the senior sites and seniors at Bentley Hall, Cassie Holley, Emlen Arms, and Wilson Park receive meals every week day through partnerships.
5. PHA partners at Temple University and the Lenfest North Philadelphia Workforce Initiative have donated 52 computers to residents at Norris Homes.
6. PHA Maintenance is currently limiting service to emergencies.
7. The PHA Police Department is continuing to make more officers available for service calls of a serious nature during this crisis and officers have been issued gloves, masks, and hand sanitizer.
8. PHA’s Housing Choice program has received 75 new vouchers for the Family Unification Program from HUD, with a current total of four hundred (400) vouchers, an increase of almost 25% from a year ago. These additional vouchers will be used to serve youth aging out of foster care or youth who are homeless, a growing population in Philadelphia.

The Chair asked whether there were any corrections or amendments to the minutes of the last Board Meeting, which was held on February 20, 2020. Hearing none, the minutes were accepted as submitted.

Nine (9) resolutions were presented and unanimously approved.

Resolution 12085, attached in Appendix 1, was presented by Nicholas Dema, Executive Vice President – Planning & Development (EVP, Planning & Development), to authorize PHA to submit to the U.S. Department of Housing and Urban Development (“HUD”) a disposition application for a property at 1507 Brown St., Philadelphia, PA 19130. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Vice-Chair Wetzel noted that the committee had reviewed the resolution and recommended its adoption. There being no further comment, including public comment, for which an opportunity was provided, as it was for all the resolutions (pursuant to the protocols posted on the PHA website as of April 8, 2020 regarding the virtual meeting), the motion was unanimously approved.

Resolution 12086, attached in Appendix 1, was presented by Laurence Redican, General Counsel and Executive Vice President – Office of General Counsel, to approve the Fifth Amendment to PHA’s Moving to Work (“MTW” Agreement with HUD, to clarify that MTW agencies may waive third-party entity regulations pertaining to inspections of PBV and HCV tenant-based units. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Vice-Chair Wetzel stated that the committee had reviewed the resolution and recommended its adoption. After discussion regarding HUD’s proposed COVID-19 waivers, the motion was unanimously approved.

Resolution 12087, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy – Office of General Counsel, for approval of PHA’s Act 130 annual report, pursuant to the Pennsylvania Housing Authorities Law, for Fiscal Year 2020. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Vice-Chair Wetzel noted that the committee had reviewed the resolution, was impressed by the many activities undertaken by PHA in Fiscal Year 2020, as comprehensively detailed in the report, and recommended its adoption. There being no further discussion, the motion was unanimously approved.

Resolution 12088, attached in Appendix 1, was presented by Nicholas Dema, EVP, Planning & Development, for a transfer of assistance under the Rental Assistance Demonstration Program (“RAD”) for forty-nine (49) units and a one million five hundred thousand dollar (\$1,500,000.00) loan to the HELP Philadelphia VI development, for an adaptive reuse of the former Reynolds School, which will contain fifty-five (55) units. Commissioner Callahan, as Chair of the Finance Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Commissioner Callahan stated that the committee had met, reviewed and discussed the resolution and recommended its adoption. A recording of a public comment from Jennifer Bennetch was then played. There being no further discussion, the motion was unanimously approved.

Resolution 12089, attached in Appendix 1, was presented by Nicholas Dema, EVP, Planning & Development, to authorize PHA activities in connection with the creation of a mixed-use retail development in the Sharswood/Blumberg neighborhood and a capital expenditure in support thereof, in an amount not to exceed twenty-five million dollars (\$25,000,000.00). Vice Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution had been sent for review, moved

for its adoption. Following a second, Wetzel stated that members of the Policy and Planning Committee had reviewed the proposal and recommended its adoption. As part of the opportunity for public comment, an audio recording of a public comment from Jennifer Bennetch was then played, which included critique of the amount of input from the community. President & CEO Jeremiah referred her to the HUD-approved Transformation Plan, prepared for and by the community in concert with PHA, which has become a national standard for community involvement in such a plan. There being no further discussion, the motion was unanimously approved.

Resolution 12090, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President, Supply Chain Management (“EVP – SCM”), to authorize PHA to contract with Solid Waste Services, Inc. for solid waste removal services, with the total amount to be expended under the contract not to exceed two million six hundred eighty-seven thousand five hundred dollars (\$2,687,500.00). Commissioner Callahan, as Chair of the Finance Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Commissioner Callahan stated that the committee had met, reviewed and discussed the resolution and recommended its adoption. Following additional discussion from the Commissioners, the resolution was unanimously approved.

Resolution 12091, attached in Appendix 1, was presented by Dave Walsh, EVP – SCM, to authorize PHA to contract with On Demand Services, LLC and Big Brother Little Brother Enterprises, LLC, for moving and relocation services, in an amount not to exceed six hundred sixty-six thousand dollars (\$666,000.00). Commissioner Coney, as Chair of the Resident Services Committee to which the resolution had been sent for review, moved for its adoption. Following a second, Commissioner Coney stated that the committee had met, reviewed and discussed the resolution and recommended its adoption. After additional discussion from the Commissioners, the resolution was unanimously approved.

Resolutions 12092 and 12093, attached in Appendix 1, were separately presented by Joshua McQuoid, Assistant Vice President of Human Resources, to authorize PHA to execute renewal Collective Bargaining Agreements with the American Federation of State, County, and Municipal Employees (“AFSCME”, District Council, for both Local 2187 and for 2186 (respectively, in terms of the numbering of the resolutions).

The meeting was then opened for **public comment** at approximately 3:45 p.m. Two people had provided public comments, pursuant to the public participation protocols published regarding the virtual meeting. An email from Michael Blac was read aloud, regarding questions about virtual training for Section 8 landlords (for which a response was provided and will be emailed to him) and a recorded comment from Jennifer Bennetch was played, regarding her notification of having been banned from PHA, for a defined period, due to certain behaviors, as well as complaints about the PHA Police Department.

The meeting ended at approximately 3:55 p.m.

Respectfully submitted,



Laurence M. Redican
General Counsel
Philadelphia Housing Authority

APPENDIX 1

THE PHILADELPHIA HOUSING AUTHORITY
MEETING OF THE BOARD OF COMMISSIONERS
2013 RIDGE AVE.
PHILADELPHIA, PA 19121
THURSDAY, APRIL 16, 2020 at 3 p.m.
AGENDA

- A. **Call to Order** Lynette Brown-Sow, Chair
- B. **Remarks** Kelvin A. Jeremiah, President & CEO
- C. **Approval of the Minutes** of the last Board Meeting, held February 20, 2020, as distributed.
- D. **New Business**
1. **RESOLUTION AUTHORIZING THE SUBMISSION OF A DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 1507 BROWN STREET, PHILADELPHIA, PA 19130**

Nicholas Dema
 2. **RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE MOVING TO WORK AGREEMENT BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Laurence M. Redican
 3. **RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ACT 130 REPORT FOR FISCAL YEAR 2020, TO BE SUBMITTED AS REQUIRED BY THE PENNSYLVANIA HOUSING AUTHORITIES LAW**

Jennifer Ragen
 4. **RESOLUTION AUTHORIZING A LOAN AND A TRANSFER OF ASSISTANCE UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM TO THE HELP PHILADELPHIA VI DEVELOPMENT**

Nicholas Dema
 5. **RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO TAKE ALL NECESSARY ACTIONS AND RELATED ACTIVITIES IN CONNECTION WITH A MIXED-USE RETAIL DEVELOPMENT IN THE SHARSWOOD/BLUMBERG NEIGHBORHOOD**

Nicholas Dema

6. **RESOLUTION AUTHORIZING A CONTRACT FOR SOLID WASTE REMOVAL SERVICES WITH SOLID WASTE SERVICES, INC.**

Dave Walsh

7. **RESOLUTION AUTHORIZING CONTRACTS FOR MOVING AND RELOCATION SERVICES WITH ON DEMAND SERVICES, LLC AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC**

Dave Walsh

8. **RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 47, LOCAL 2187**

Joshua McQuoid

9. **RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 47, LOCAL 2186**

Joshua McQuoid

E. Public Comment Period

RESOLUTION NO. 12085

RESOLUTION AUTHORIZING THE SUBMISSION OF A DISPOSITION APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 1507 BROWN STREET, PHILADELPHIA, PA 19130

WHEREAS, the Philadelphia Housing Authority (“PHA”) wishes to dispose of 1507 Brown Street, Philadelphia, PA 19130, which property does not contribute to PHA’s development strategy and requires PHA to expend resources to maintain; and

WHEREAS, 1507 Brown Street is a vacant lot; and

WHEREAS, disposition of this property will contribute to: 1) restructuring PHA’s scattered site inventory to create a financially sound and sustainable occupied scattered site portfolio; 2) removing from the community a vacant lot; and 3) raising capital and leveraging PHA’s resources for future affordable housing development and community amenities; and

WHEREAS, disposition of this property requires approval by the U.S. Department of Housing and Urban Development (“HUD”) in accordance with Section 18 of the U.S. Housing Act of 1937 and its implementing regulations; and

WHEREAS, HUD approval for such dispositions requires PHA to take certain preliminary actions, including consulting with residents, securing the support of local government, and obtaining the approval of PHA’s Board for the proposed dispositions, all of which shall be done prior to the submission of any requests to HUD for approvals;

BE IT RESOLVED, that the PHA Board of Commissioners does hereby authorize PHA’s President & CEO and/or his designee(s) to: 1) submit the appropriate disposition request to HUD; 2) execute closing and other documents as necessary to close the transaction; and 3) take any and all necessary and appropriate actions to carry out the provisions of this resolution.



I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020
[Signature]
ATTORNEY FOR PHA

RESOLUTION NO. 12086

RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE MOVING TO WORK AGREEMENT BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT


WHEREAS, the Philadelphia Housing Authority ("PHA") is a participant in the Moving to Work ("MTW") Demonstration pursuant to an Agreement ("MTW Agreement") with the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, as authorized by the PHA Board of Commissioners, the MTW Agreement was first executed by PHA and HUD on February 28, 2002; a revised MTW Standard Agreement and First Amendment were executed on October 16, 2008; the Second and Third Amendments to the MTW Agreement were executed respectively on March 25, 2010 and February 26, 2014; the MTW Standard Agreement was extended until 2028 by letter from HUD to PHA dated April 14, 2016; and a Fourth Amendment concerning conversion of public housing to long-term project-based assistance under RAD was approved on April 20, 2017; and

WHEREAS, this amendment amends Attachment C of the MTW Agreement simply to add language to the MTW Agreement to clarify that MTW agencies are allowed to waive the third-party entity regulations as they pertain to inspections of PBV and HCV tenant-based units;

BE IT RESOLVED, that the Board of Commissioners does hereby approve the Fifth Amendment to the MTW Agreement, in substantially the form attached hereto, and authorizes PHA's Chair and/or its President & CEO or her or his designee(s) to execute the Amendment and to take all steps necessary to finalize and secure HUD approval of and to implement the MTW Agreement as amended and as set forth above.



I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

FIFTH AMENDMENT TO AMENDED AND RESTATED MOVING TO WORK AGREEMENT BETWEEN U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND PHILADELPHIA HOUSING AUTHORITY

This Fifth Amendment to the Moving to Work (“MTW”) Agreement (“Agreement”) is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development (“HUD”) and Philadelphia Housing Authority (“Agency”) and is effective on the date of execution by HUD following execution by the PHA. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

This Amendment replaces the language in authorizations D.1.f., D.5., D.7.a. and D.7.d of Attachment C as follows:

1. Section D.1.f. of Attachment C is replaced with the following language:

f. The Agency is authorized to determine property eligibility criteria, including types of units currently prohibited by Section 8 regulations and shared living facilities, subject to HUD’s subsidy layering requirements. The Agency may also waive the independent entity requirements for PHA-owned units. If the Agency chooses to use this authorization, it will need to provide a transition plan to both the affected residents and HUD prior to the end of the demonstration. *This authorization waives certain provisions of Sections (8)(o)(11) and 8(p) of the 1937 Act and 24 C.F.R. 983.53-54, and 982 Subparts H and M as necessary to implement the Agency's Annual MTW Plan.*

2. Section D.5. of Attachment C is replaced with the following language:

5. Ability to Certify Housing Quality Standards

The Agency is authorized to certify that housing assisted under MTW will meet housing quality standards established or approved by HUD. The certification form will be approved or provided by HUD. The agency is also authorized to perform HQS inspections on PHA-owned HCV and PBV units in lieu of the independent inspection requirements. *This authorization waives certain provisions of Section 8(o)(8) and 8(o)(11) of the 1937 Act, 24 C.F.R. 982.352(b), and 24 C.F.R. 982, Subpart I as necessary to implement the Agency's Annual MTW Plan*

10. Section D.7.a. of Attachment C is replaced with the following language:

a. The Agency is authorized to project-base Section 8 assistance at properties owned directly or indirectly by the Agency that are not public housing, subject to HUD's requirements regarding subsidy layering. If the Agency chooses to project-base

Section 8 assistance at such properties, the Agency recognizes and accepts that such units would no longer be eligible for operating subsidy provided under Section 9(e) of the 1937 Housing Act or for future capital funds provided under section 9(d) for those units if it chooses to use this authorization. Project-based assistance for such owned units does not need to be competitively bid, nor are the owned units subject to any required assessments for voluntary conversion. The Agency may also waive the independent entity requirements for PHA-owned units. *This authorization waives certain provisions of Sections 8(o)(11) and 8(o)(13)(B and D) of the 1937 Act and 24 C.F.R. 982.1, 982.102 and 24 C.F.R. Part 983, as necessary to implement the Agency's Annual MTW Plan.*

11. Section D.7.d. of Attachment C is replaced with the following language:

d. All units that receive project-based Section 8 assistance must meet either (i) existing HQS standards established by the Secretary or (ii) a local standard for communities receiving project-based Section 8 assistance developed by the Agency and approved by the Secretary pursuant to this MTW Agreement, as applicable. The agency is authorized to perform HQS inspections on PHA-owned HCV and PBV units in lieu of the independent inspection requirements. *This authorization waives certain provisions of Sections 8(o)(8) and 8(o)(11) of the 1937 Act, and 24 C.F.R. 983.103(f) and 24 C.F.R. 982 Subpart I as necessary to implement the Agency's Annual MTW Plan.*

IN WITNESS WHEREOF, the parties have caused this Amendment to Attachment C to be executed by their duly authorized representatives.

PHILADELPHIA HOUSING AUTHORITY

By: _____ Name: Kelvin A. Jeremiah
Its: President and CEO

Date:

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____ Name: R. Hunter Kurtz
Its: Assistant Secretary, Public and Indian Housing

Date:

RESOLUTION NO. 12087

**RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ACT 130
REPORT FOR FISCAL YEAR 2020, TO BE SUBMITTED AS REQUIRED BY THE
PENNSYLVANIA HOUSING AUTHORITIES LAW**

WHEREAS, the Pennsylvania General Assembly amended the Housing Authorities Law, Act of May 28, 1937, P.L. 955, on July 5, 2012, through P.L. 1093, No.130 ("Act 130") and required that the Philadelphia Housing Authority ("PHA") submit an annual report on its operations, administration, management, finances, legal affairs, housing production and development and other relevant activities (the "Act 130 Report"); and

WHEREAS, PHA's Executive Office has prepared the Act 130 Report for Fiscal Year 2020 ("FY 20"), which also incorporates documents that provide details on PHA's operations, administration, management, finances, legal affairs, housing production and development and other relevant activities; and

WHEREAS, PHA's Act 130 FY 20 Report must be provided, after approval by PHA's President & CEO and the PHA Board of Commissioners, to the Secretary of Community and Economic Development, the Majority and Minority Leaders of the Senate, the Chair and Minority Chair of the Committee on Urban Affairs and Housing of the Senate, the Majority and Minority Leaders of the House of Representatives, the Chair and Minority Chair of the Committee on Urban Affairs of the House of Representatives, the Mayor and the President of Council (collectively, the "Elected Officials"), within thirty (30) days after the end of PHA's fiscal year, which ends on March 31; and

WHEREAS, PHA's President & CEO and the Board of Commissioners have been provided with the Act 130 FY 20 Report, as developed by PHA's Executive Office, a short summary of which is attached to this resolution;

BE IT RESOLVED, that the Board of Commissioners hereby approves the Act 130 FY 20 Report as referenced herein and authorizes the President & CEO and/or his designee(s) to submit such report to the Elected Officials, as referenced above, in substantially the same form previously distributed to the Board and as required by Act 130.

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION ON ACT 130 REPORT

SUMMARY OF PHA's ACT 130 REPORT FOR FY 2020

Pursuant to the Housing Authorities Law, PHA is required to file a written annual report regarding its operations, administration, management, finances, legal affairs, housing production and development, and other related activities. The Report is to be submitted to: the Secretary of Community and Economic Development, the Majority and Minority Leaders of the Senate, the Chair and Minority Chair of the Committee on Urban Affairs and Housing of the Senate, the Majority and Minority Leaders of the House of Representatives, the Chair and Minority Chair of the Committee on Urban Affairs of the House of Representatives, the Mayor, and the President of Council.

As a designated Moving to Work ("MTW") agency, PHA has substantial budget flexibility and regulatory relief. This allows PHA to make program changes that increase efficiency, help residents become self-sufficient and provide housing options, as detailed in the Report.

As more fully set forth in the full Act 130 Fiscal Year 2020 ("FY20") Report, the areas reported upon include:

- 1) PHA's mission and vision statement, the current organizational structure, and profiles of the executive management team and the PHA Board of Commissioners;
- 2) Progress made on major activities undertaken in FY 2020 in operations, administration, management, housing production, development and related activities;
- 3) PHA's planned activities for the next fiscal year across all areas of the agency, as detailed in the Moving to Work (MTW) Annual Plan;
- 4) Agency finances, including the most recent audit report of PHA financial statements (Fiscal Year 2019), which was completed by independent, licensed certified public accountants; and
- 5) PHA legal matters for FY 2020.

PHA's numerous and innovative initiatives and programs to provide affordable housing support and more to its almost 32,000 households are detailed in the Report, including RAD, HCV and MTW strategies, housing and neighborhood development initiatives, and dynamism in every one of its departments. The Report evidences PHA's overall aggressive pursuit and implementation of strategies that leverage its limited capital resources in order to preserve and revitalize its housing inventory. As detailed in the Report, PHA has succeeded on multiple and expanding fronts in its efforts to become the high-performing agency that its mission and vision statements guide it to be.

Further, PHA's commitment to its residents and creativity in finding ways to achieve a myriad of exciting goals, as well as the fact that resident engagement, involvement, and positive interaction are key to the success of PHA, are well-documented in this Report, as submitted for FY 2020.

Upon approval by the Board and the President & CEO, submission of this Report to those designated to receive the Report under the Law shall fulfill the 2020 reporting requirement of Act 130 of 2012 - Section 24.1.

RESOLUTION NO. 12088

RESOLUTION AUTHORIZING A LOAN AND A TRANSFER OF ASSISTANCE UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM TO THE HELP PHILADELPHIA VI DEVELOPMENT

WHEREAS, the Philadelphia Housing Authority (“PHA”) desires to increase the number of affordable housing units in the City of Philadelphia and has identified a need to partner with private and nonprofit entities to develop low-income housing through public-private partnerships; and

WHEREAS, on or about March 27, 2015, PHA received authorization from the U.S. Department of Housing and Urban Development (“HUD”) to transfer assistance from nine hundred eighty-six (986) scattered site public housing units under the Rental Assistance Demonstration (“RAD”) program; and

WHEREAS, the Philadelphia Housing Authority Development Corporation (“PHADC”) is the owner of real property located at 2300 – 52 Jefferson Street, Philadelphia, Pennsylvania 19121, which is generally known as the Reynolds School (“Reynolds School”) and approved the lease of the Reynolds School to HELP USA, or an affiliate, for conversion to an affordable housing development; and

WHEREAS, on March 16, 2017, by Resolution No. 11924, the Board approved a transfer of assistance, for sixty-four (64) units of affordable housing to HELP USA, for an adaptive re-use of the Reynolds School; and

WHEREAS, HELP USA applied for and received an allocation of 9% low income housing tax credits for the conversion and rehabilitation of the Reynolds School into fifty-five (55) units of affordable housing (“Reynolds School Project”), not the previously-estimated sixty-four (64); and


WHEREAS, the Reynolds School Project’s fifty-five (55) units will include forty-nine (49) that are assisted through the RAD program with project-based vouchers and six (6) that are assisted through the HUD 811 program; and

WHEREAS, PHA included the Reynolds School Project in its 2017 MTW Annual Plan as a Significant Amendment for a RAD transfer of assistance; and

WHEREAS, the Reynolds School Project will be owned by a limited partnership (“HELP PA VI LP”) and a subsidiary of HELP USA will serve as the general partner; and

WHEREAS, in order to make the project feasible, PHA would provide a construction/permanent loan to HELP PA VI LP in the amount of one million five hundred thousand dollars (\$1,500,000.00), which will be non-amortizing and have a term of up to forty (40) years at 1% interest;

BE IT RESOLVED that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his designee(s) to take all reasonable and necessary actions to: 1) negotiate the terms of the transaction; 2) complete the required documentation for submission to HUD; 3) correct and substitute transfer units as necessary; 4) provide one million five hundred thousand dollars (\$1,500,000.00) in

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

funding as a long term loan to assist with the construction of the development; 5) execute all documents necessary to close the transaction; 6) dispose of the scattered site transfer units in accordance with the HUD approval and/or other RAD requirements; and 7) take all other actions necessary to complete and close the transaction, subject to the availability of funds therefor.

RESOLUTION NO. 12089

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO TAKE ALL NECESSARY ACTIONS AND RELATED ACTIVITIES IN CONNECTION WITH A MIXED-USE RETAIL DEVELOPMENT IN THE SHARSWOOD/BLUMBERG NEIGHBORHOOD

WHEREAS, the Philadelphia Housing Authority (“PHA”) is the owner of vacant lots in the following blocks (“PHA Properties”):

- 2000 block of Oxford, Redner and Jefferson Streets
- 2000 and 2100 blocks of Ridge Avenue
- 1500 block of North 20th, North 21st, Woodstock and Lambert Streets; and


WHEREAS, PHA and its commercial development partner, Mosaic Partners (“Developer”), have been planning a mixed-use retail center (“Retail Center”) on the PHA Properties; and

WHEREAS, The Retail Center will be developed, financed and operated by the Developer or an affiliate and will include the following components:

- Ninety-eight (98) rental units, of which seventeen (17) units will be restricted to families at less than 80% or the Area Median Income and for which PHA will provide a Project Based Rental Contract;
- A parking garage that will contain approximately two hundred (200) parking spaces that will be dedicated for PHA’s use; PHA will lease the garage from the Developer and upon expiration of the lease, PHA will own the garage;
- Forty-four thousand (44,000) square feet of retail space that will be located on the ground floor of the parking garage and two mixed-use residential buildings; the retail tenants will include a Sav A Lot supermarket, urgent care, bank branch and other retail tenants; and

WHEREAS, in furtherance of the Retail Center, PHA will enter into a long term ground lease with the Developer for the PHA Properties, provide PHA-amortizing financing in an amount not to exceed twenty-five million dollars (\$25,000,000.00), enter into a lease with the Developer for the parking garage, and obtain all necessary HUD and other approvals in connection with the development and operation of the Retail Center;

BE IT RESOLVED, that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his designee(s) to provide a capital expenditure, as set forth above, in a not-to-exceed amount of twenty-five million dollars (\$25,000,000.00), and to negotiate, execute and enter into all related agreements, contracts and documents necessary or appropriate to develop, finance, construct, and operate the Retail Center, as further set forth above, and pursuant to PHA’s Control Policy & Procedure #10, as amended, subject to the availability of funds therefor.

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

RESOLUTION NO. 12090

RESOLUTION AUTHORIZING A CONTRACT FOR SOLID WASTE REMOVAL SERVICES WITH SOLID WASTE SERVICES, INC.

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for solid waste removal services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposal was reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and


WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Solid Waste Services, Inc.; and

WHEREAS, work is to be assigned to awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contract at any time during the course of this contract at the discretion of the contracting officer; and

WHEREAS, it is recommended that the amount to be expended under this contract shall not exceed two million six hundred eighty-seven thousand five hundred dollars (\$2,687,500.00) with a two-year base period and three (3) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is one million seventy-five thousand dollars (\$1,075,000.00);
- 2) The not-to-exceed amount for the first one-year option period is five hundred thirty-seven thousand five hundred dollars (\$537,500.00);
- 3) The not-to exceed amount for the second one-year option period is five hundred thirty-seven thousand five hundred dollars (\$537,500.00); and
- 4) The not-to exceed amount for the third one-year option period is five hundred thirty-seven thousand five hundred dollars (\$537,500.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Solid Waste Services, Inc. for a total amount not to exceed two million six hundred eighty-seven thousand five hundred dollars (\$2,687,500.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

RESOLUTION NO. 12091

RESOLUTION AUTHORIZING CONTRACTS FOR MOVING AND RELOCATION SERVICES WITH ON DEMAND SERVICES, LLC AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for moving and relocation services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and


WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that contracts be awarded to On Demand Services, LLC and Big Brother Little Brother Enterprises, LLC; and

WHEREAS, work is to be assigned to each of the two (2) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contracts at any time during the course of these contracts at the discretion of the contracting officer; and

WHEREAS, it is recommended that the aggregate amount to be expended under the two (2) contracts, combined, shall not exceed six hundred sixty-six thousand dollars (\$666,000.00) with a two-year base period and one (1) one-year option period, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is four hundred forty-four thousand dollars (\$444,000.00); and
- 2) The aggregate not-to-exceed amount for the one-year option period is two hundred twenty-two thousand dollars (\$222,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with On Demand Services, LLC and Big Brother Little Brother Enterprises, LLC for a total aggregate amount not to exceed six hundred sixty-six thousand dollars (\$666,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

RESOLUTION NO. 12092

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 47, LOCAL 2187

WHEREAS, the American Federation of State, County, and Municipal Employees (AFSCME), District Council 47, Local 2187 ("Local 2187") is the certified labor relations representative for many of the Philadelphia Housing Authority's ("PHA") professional support staff, call center professionals, and police dispatchers, as defined within the CBA; and

WHEREAS, Local 2187 represents approximately 46 employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 2187 expired on March 31, 2019; and


WHEREAS, PHA and Local 2187 participated in good faith during extensive negotiations toward reaching a renewal agreement; and

WHEREAS, PHA and Local 2187 did amicably reach an agreement, attached hereto; and

WHEREAS, the terms of that agreement are reasonable, practical, and sustainable from both an operational and budgetary standpoint; and

WHEREAS, Article IX, Section 901 of the Pennsylvania Employee Relations Act ("Act 195") requires that such bargaining agreements shall be reduced to writing and signed by the parties;

BE IT RESOLVED, that the PHA Board of Commissioners hereby approves the terms of the agreement, in substantially the form as restated and attached hereto, and authorizes the President & CEO and/or his authorized designee(s) to execute and implement a renewal Collective Bargaining Agreement consistent with those terms.

I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

Attachment to Resolution re: AFSCME Collective Bargaining Agreement for Local 2187

CONSOLIDATED AGREEMENT

Between

THE PHILADELPHIA HOUSING AUTHORITY

and

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 47, LOCAL 2187**

April 1, 2019

to

March 31, 2022

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1.	Introductory Paragraph	20
2.	Preamble	20
3.	Recognition Of UNION.....	20
4.	Term Of Agreement.....	21
5.	Management Rigeufs	21
6.	UNION Security/Dues Deduction	22
7.	Employee Rights.....	23
8.	UNION Representation	24
9.	Grievance Procedure.....	24
10.	Non-Discrimination	26
11.	Probationary Period	26
12.	Performance Evaluation.....	27
13.	Discipline And Discharge.....	27
14.	Hours Of Work	28
15.	Overtime	29
16.	Wages	29
17.	Working Out Of Class	30
18.	Medical Insurance.....	31
19.	Life Insurance	32
20.	Pension And Retirement.....	32
21.	Deferred Compensation Program	33
22.	Automobile Allowance And Liability Coverage.....	33
23.	Legal Services Fund	33
24.	Layoff	34
25.	Vacation Leave	35
26.	Holidays.....	36
27.	Compensatory Time Leave.....	37
28.	Personal Leave.....	37
29.	Sick Leave	37
30.	Bereavement Leave	38
31.	Use Of Leave	38
32.	Jury Duty	39
33.	Court Appearance	39
34.	Part-Time Employees	39
35.	Medical Leave Of Absence	39
36.	Worker's Compensation/Injury on Duty (IOD)33	
37.	Personal Leave Without Compensation.....	40
38.	Leave Of Absence For UNION Representatives.....	40

39.	Promotions	40
40.	Joint Labor Management Committee	40
41.	Tuition Reimbursement	41
42.	Uniforms	41
43.	Safety	41
44.	No Strike - No Lockout Clause	41
45.	Funding	42
46.	Savings Clause	42
47.	Entire Agreement	42
48.	Ratification And Approval	42
49.	Signatory Clause	42

ARTICLE 1 - INTRODUCTORY PARAGRAPH

It is hereby agreed by and between District Council 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO (hereinafter referred to as the "UNION") and the Philadelphia Housing Authority (hereinafter referred to as the "EMPLOYER") that the following shall be the Agreement effective April 1, 2014 through March 31, 2019.

ARTICLE 2 - PREAMBLE

The intent of this Agreement is to promote harmonious relations between the EMPLOYER and UNION and to set forth and record the agreement between the parties on those matters concerning wages, hours, and terms and conditions of employment for all non-professional, non-supervisory, full-time and regular part-time Employees in the Bargaining Unit.

ARTICLE 3 - RECOGNITION OF UNION

The EMPLOYER does hereby recognize the UNION as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all Employees of the EMPLOYER included in the bargaining unit.

It is agreed that positions of the EMPLOYER comprised of full-time and regular part-time, non-professional employees, as certified by the Pennsylvania Labor Relations Board (PLRB) in Case No. PERA-R-90-129-E and as modified by the Proposed Order of Unit Clarification in Case No. PERA-U-00-33-E, are included in this bargaining unit excluding all supervisors, first level supervisors, management level, professional, and confidential employees and guards.

The bargaining unit encompasses those positions listed in the PLRB Order of Certification and Proposed Order of Unit Clarification, referenced in the prior paragraph, which have not been abolished by EMPLOYER. Existing positions in the bargaining unit as of the date of execution of this Agreement are:

Job Title
Admin Assistant I (non-confidential)
Admin Assistant II (non-confidential)
Administrative Technician
Command Center Dispatcher
Command Center Technician
CRC Shift Supervisor (now Lead)
Contract Control Specialist I
Contract Control Specialist II

Customer Response Technician
Department Staff Assistant
Housing Rehab Specialist
Housing Rehab Specialist II
Housing Rehab Specialist III
PT CHSP Homemaker
PT Congregate Aide I
PT Nutrition Aide 1 - Sr. Prg.
Purchasing Specialist I
Purchasing Specialist II

The Administrative Assistants will be included provided there is a side letter by the parties listing those presently deemed confidential and the Labor Management Committee will meet to discuss. This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act (Act 195) and Order of Certification of the Pennsylvania Labor Relations Board in Case No. PERA-R-90-129-E.

The UNION shall have the use of portions of specific bulletin boards at all work locations for the posting of notices concerning UNION business or general interest of its members. Such notices may be posted subject to the approval of the Executive Vice President of Human Resources.

ARTICLE 4 - TERM OF AGREEMENT

This agreement shall be effective for a period of three (3) years commencing April 1, 2019 and it shall remain in full force and effect until March 31, 2022.

ARTICLE 5 - MANAGEMENT RIGHTS

The UNION recognizes the exclusive right of the EMPLOYER to determine its operating policies and manage its business in light of its experience, business judgment, changing conditions, and its statutory responsibilities. It is understood and agreed that all rights, powers and authority possessed by the EMPLOYER or traditionally reserved to management prior to the signing of this Agreement whether exercised or not shall be retained by the EMPLOYER except where expressly abridged by a specific provision of this Agreement.

Except where expressly abridged by a specific provision of this Agreement, the EMPLOYER retains the sole and exclusive right to: hire, promote, transfer, demote for non-disciplinary reasons, assign and otherwise direct the work force; to evaluate employee job performance; to discipline, demote for disciplinary reasons, suspend or discharge for just cause; to determine the number and arrangement of workshifts and the number of employees to be assigned to each; to 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; to determine the amount of compulsory overtime to be worked; the right to establish new job classifications and departments; the right to establish and to modify rates of pay assigned to existing or newly created job classifications; the right to determine the way in which the EMPLOYER's services shall be provided to its customers and the public; the right to determine the method of training employees; the right to organize, discontinue, enlarge or reduce a department, facility or function; the right to assign employees to other departments as operations may require; the right to layoff; the right to introduce new or improved facilities; the right to introduce a change in the method or methods of operations which will produce a change in job duties and reduction in personnel; the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the EMPLOYER.

The EMPLOYER may contract out its functions, services, locations, or sites at or in which work is presently performed by employees in the bargaining unit represented by UNION, only if:

- (a) The direct and indirect costs associated with performing the work with contracted labor for the outsourced business unit or function as set forth in the Request for Proposal (RFP) is less than the direct and indirect costs associated with performing the work with the employed workforce for the outsourced business unit or function as set forth in the RFP; and
- (b) EMPLOYER shall give written notice to the UNION contemporaneous with issuing a formal RFP for services. After EMPLOYER's receipt of proposals, the UNION shall have an opportunity to meet and discuss over the relative costs as described in paragraph (a) above.

EMPLOYER may contract out without regard to (a) and (b) above if the total value of a contract is less than \$20,000 in a fiscal year or involves an emergency or temporary situation. EMPLOYER shall not sever any contract in order to take advantage of the \$20,000 exemption.

The above rights of the EMPLOYER are not all inclusive, but indicate the type of matters and rights which belong to and are inherent to the EMPLOYER.

ARTICLE 6 - UNION SECURITY/DUES DEDUCTION

A. The EMPLOYER shall make its best effort to transmit to the UNION electronically a list of every new employee in the bargaining unit promptly, but in no event later than seven (7) business days after the employee enters the bargaining unit. The EMPLOYER shall transmit to the Union electronically a list of every bargaining unit member and his or her home address on a monthly basis.

B. At the initial employee orientation, the EMPLOYER shall permit the UNION to meet with bargaining unit members as a group for up to one (1) hour to address the bargaining unit members and distribute materials. In instances where an individual bargaining unit member is hired and a group orientation does not occur, the UNION will have an opportunity to meet with the employee shortly after the employee begins employment, at times and dates to be determined by the EMPLOYER. In the event an employee is transferred, promoted, or demoted into a classification included in the bargaining unit (where an orientation is not conducted), the EMPLOYER shall permit the UNION to meet with those individuals for the purpose of informing employees about UNION membership and/or to distribute relevant materials, at times and dates to be determined by the EMPLOYER.

C. The EMPLOYER agrees to deduct UNION membership dues and initiation fees from the pay of those employees who individually request in writing that such deductions be made. Such requests shall be made on a UNION Payroll Deduction Authorization card, which the EMPLOYER will implement in a timely manner upon receipt.

D. Each employee and the UNION hereby authorize the EMPLOYER to rely upon and honor certifications by the Treasurer of the UNION regarding the amount to be deducted as union dues, initiations and assessments. The UNION shall notify the EMPLOYER of any changes within fifteen (15) days of such change.

E. Upon receipt of an authorization from the UNION, the EMPLOYER shall, pursuant to such authorization, deduct from the wages due said employee the sum specified in said authorization and remit the same to the UNION. The EMPLOYER will make its best effort to remit said payment electronically within ten (10) business 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.

F. An employee's dues deduction authorization shall remain in effect until expressly revoked, in writing, by the employee in accordance with the terms of the authorization. Employees shall notify the UNION of such revocation. The UNION shall notify the EMPLOYER in writing of such revocation, including the effective date of the cessation of payroll dues deductions. The EMPLOYER shall rely on the information provided by the UNION to cancel or change the employee's authorization. In the event the UNION modifies or otherwise changes the language in its dues deduction authorization card, the UNION shall notify the EMPLOYER within fifteen (15) days of the change.

G. The EMPLOYER agrees to allow voluntary contributions by bargaining unit members to the AFSCME PEOPLE committee. The EMPLOYER agrees to deduct such contributions through a regular payroll deduction from the bargaining unit employee paycheck. All contributions will be electronically forwarded monthly by the EMPLOYER to the AFSCME PEOPLE Treasurer and the EMPLOYER will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly electronic reporting of such contributions which will include the bargaining unit employees making such contribution and the amounts. The UNION acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit members may revoke their authorization to contribute to the PEOPLE Committee at any time by giving written notice to the EMPLOYER and the UNION.

H. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, and the EMPLOYER's reasonable attorney's fees and costs for defending any and all actions brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

I. Should there be any legal ruling under which a provision of this Article becomes unlawful, the parties agree that such provision shall no longer be operative, and the parties will reopen negotiations over the provision in question.

ARTICLE 7 - EMPLOYEE RIGHTS

A. The provisions of this Agreement shall be applicable to all Employees in the Bargaining Unit, regardless of UNION membership.

B. Employees in classes represented by the UNION shall have the right to examine their personnel file once per calendar year upon written request. This limitation 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 add, change or remove any documents. 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 personnel 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 and performance evaluations.

A UNION representative may review the personnel file of an employee in the bargaining unit with the employee's written authorization indicating the purpose of the review. A UNION representative's rights are no more extensive than an employee's and the procedural requirements of the employer apply.

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. Such response shall be made a permanent part of the file.

The EMPLOYER shall not be required to provide documents concerning medical records, ongoing criminal investigations, documents prepared for civil, criminal or grievance procedure hearing, and/or letters of reference.

ARTICLE 8 - UNION REPRESENTATION

A. The employees in the bargaining unit shall be represented for purposes of grievance adjustment by UNION representatives as specified in the grievance procedure. The EMPLOYER agrees to recognize three (3) total stewards for this purpose – two (2) for the first shift and one (1) for the second and third shift. One steward on the first shift shall represent Command Center and Call Center bargaining unit employees and the other first shift steward shall represent all other bargaining unit employees on the first shift. The steward on the second and/or third shift will represent all bargaining unit employees on those shifts.

B. The names of the Stewards shall be given, in writing by the UNION to the EMPLOYER at the time of their taking office. The UNION shall promptly notify the EMPLOYER thereafter, in writing, relative to any change in designated Stewards.

C. Stewards will be permitted reasonable time off without loss of time to investigate and process grievances. Stewards must request and obtain the approval of their supervisor for said time off, Approval shall be granted at such time and manner so as not to interfere with or disrupt the EMPLOYER's regular operations.

D. In the event of a layoff or recall, Stewards shall have superseniority such that all Employees in the classification in the designated layoff unit must be laid off before a Steward shall be eligible for layoff, and conversely a Steward who is laid off shall be the first Employee recalled should recalls occur within his/her classification.

ARTICLE 9 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the Bargaining Unit against the EMPLOYER regarding the interpretation or application of the provisions of this Agreement.

In processing any grievance, this 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 issues 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 or designated management representative due to illness or

scheduled leave. The time limits may be extended for other reasons only by the written mutual, consent of the Local President and the Executive Vice President of Human Resources.

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

STEP I Any Employee claiming a grievance may directly, or through a Steward discuss and attempt to resolve the grievance in a meeting specifically for that purpose with his/her immediate supervisor. Such discussion shall occur within five working days after the occurrence giving rise to the alleged violation or within five (5) working days after the Employee knew or should have known of the event giving rise to the grievance. The EMPLOYER shall respond either verbally or in writing to the grievant and/or Steward within five (5) working days after the meeting or discussion held to resolve the grievance.

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 a Steward or an appropriate UNION Representative to a second-level supervisor or Department Director for resolution. The written grievance shall be submitted within five (5) working days of the Step I answer or its due date and, it shall contain the specifics of the grievance including the allegation, the section of the Agreement allegedly violated, and, the remedy sought. Should the grievance result from notification of termination, the Employee affected and/or the UNION, shall initiate the grievance at the Step II level. A meeting shall be held between the appropriate management representative or designee and the appropriate UNION Representative including the grievant to attempt to resolve the grievance. The second-level supervisor or Department Director shall provide a written reply within five (5) working days after the meeting or discussion held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance shall be referred to Step III.

STEP III If the grievance is not satisfactorily resolved by the Step II answer or its due date, it may be referred by a UNION Representative, within five (5) working days of that due date, to the Executive Vice President of Human Resources or his/her designee for resolution. A meeting shall be held between the Executive Vice President of Human Resources or his/her designee and appropriate UNION Representative, including the grievant if requested by the UNION to attempt to resolve the grievance. The Executive Vice President of Human Resources, or his/her designee, shall provide a written reply within ten (10) working days after the meeting held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance maybe referred to Step IV.

STEP IV Any unresolved grievance which has been fully processed through Step III may be submitted for resolution by the UNION to binding arbitration in accordance with the services and the voluntary rules of labor arbitration of the American Arbitration Association. Such submission must be made within thirty (30) calendar days of the EMPLOYER's Step III answer or its due date.

Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the EMPLOYER and the UNION shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the EMPLOYER and the UNION shall be final and binding upon all Employees and upon any person affected thereby.

Authority of Arbitrator

The arbitrator will make findings and render a decision to resolve the grievance. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement.

Effect of Decision

The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION and the Employees covered by this Agreement.

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented in its presentation at Step II of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the EMPLOYER and the UNION or ordered by an arbitrator, as the case may be, less any Unemployment Compensation, Workers Compensation, or compensation from other full-time employment substituted for employment under this Agreement.

Expenses

The expenses of filing for arbitration, any room fee, and the arbitrator's fee shall be borne equally by the parties.

ARTICLE 10 - NON-DISCRIMINATION

A. Both the EMPLOYER and the UNION agree not to discriminate against any employee in the bargaining unit on the basis of UNION affiliation, race, religion, creed, color, sex, sexual preference, age, national origin, or, disability as defined in the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

B. Should an employee who is claiming a violation of this Article elect to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to be withdrawn.

ARTICLE 11 - PROBATIONARY PERIOD

A. Employees who are newly appointed, promoted, or reinstated from resignation or retirement shall serve a probation period of three (3) months. The parties agree that obtaining 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 Employees performance, conduct and/or work habits are not satisfactory, the EMPLOYER, at its sole discretion, can determine that the Employee be discharged in the case of newly appointed or reinstated Employees or restored to his/her former position in the case of newly promoted Employees.

C. The decision of the EMPLOYER to reject an Employee for continued employment in a class for which the Employee is serving a probation period shall not, under any circumstances, be subject to review or consideration under the grievance procedure contained herein.

D. Whenever a probationary Employee is absent from work for any of the reasons listed below for an aggregate period of more than five (5) working days, the EMPLOYER may extend the Employee's probationary period for a period of time equal to the length of the absence:

1. Illness
2. Military leave
3. Approved Leave Without pay
4. Any combination of the above that exceeds the prescribed time limit.

ARTICLE 12 - PERFORMANCE EVALUATION

A. Each Employee serving a probationary period shall receive at least one written performance evaluation during their probationary period. Each permanent Employee shall receive an annual written performance evaluation. The Employee shall receive a copy of their annual performance evaluation on or before their salary adjustment date and said evaluation shall be reviewed by the immediate supervisor with the Employee.

B. No unsatisfactory performance evaluation report issued more than eighteen (18) months earlier shall be used or relied upon as a basis to deny a step increase.

C. In the event the overall rating on a performance evaluation results in a bargaining unit member being denied a salary step progression to which he/she would otherwise have been entitled, the performance evaluation may be grieved through Step III of the grievance process.

D. Special performance ratings may be prepared during the course of the year in the event that there is a significant change in an Employees 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.

E. Performance evaluation reports shall be considered as performance counseling tools. As such, performance evaluation reports shall not constitute a disciplinary action and shall not be grievable, except as provided in Paragraph C of this Article. In agreeing that performance evaluations are not grievable, the UNION is not assenting to the factual correctness of the manager assessment nor do the parties intend to prejudice the UNION's ability to raise a defense in any disciplinary action which relies upon said evaluation.

F. If an Employee's annual performance evaluation is completed later than its due date, the Employee will receive any salary adjustment due retroactive to the date the adjustment would have been made if the annual performance evaluation had been conducted in a timely manner; provided, however, that the rate increase will be made retroactive only if the Employee's overall evaluation is at least satisfactory. If the Employee's overall performance evaluation is less than satisfactory, then no salary adjustment will be made.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

A. The EMPLOYER has the right to discipline and/or discharge employees for just cause.

B. The EMPLOYER agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed.

C. Any Employee who is requested to appear before a management representative of the EMPLOYER for an investigatory meeting for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to arise shall have the opportunity to UNION representation upon request of said employee.

D. Should an instance occur or situation arise in which the EMPLOYER concludes that discipline is warranted, the following general procedures shall apply:

1. Except in the case of counseling and verbal warnings, the Employee shall be provided a written notice of the discipline or intended discipline. That notice shall include the offense for which discipline is intended, the type - and duration of the discipline, and, the intended effective date(s) of the discipline. A copy of the notice shall be sent to the UNION.
2. Counseling, verbal warnings and written warnings shall be given when and as needed.
3. Where the EMPLOYER determines that a disciplinary situation does not warrant immediate suspension and/or discharge, the Employee shall receive a written notification of the discipline as set forth in paragraph D-1 above and, that intended discipline shall be scheduled to occur no sooner than ten (10) working days from the date of the written notice. This period may be used by the Employee to grieve the matter if he/she so desires. If a grievance is filed, the discipline shall be held in abeyance while it is being pursued through and including Step III of the procedure.
4. Where the EMPLOYER determines that a disciplinary situation warrants immediate suspension and/or discharge or for an offense of a continuing nature for which discharge is the intended action, the Employee shall receive a written notification as set forth in paragraph D-1 above as soon as it is prepared and available. In situations where the intended discipline is discharge, the Employee shall receive a ten (10) day suspension and notice of the intent to discharge him/her. The discharge shall be effective at the end of the period unless a grievance is filed during said ten (10) day period in which case the suspension shall continue in effect and the discharge shall not become effective until Step III of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.

E. Should a period of suspension occur in conjunction with what would otherwise be a paid holiday, that holiday shall not be paid but it shall be included as one of the intended suspension days.

ARTICLE 14 - HOURS OF WORK

A. The workweek for full-time employees in the bargaining unit shall be five (5) consecutive days of eight (8) hours per day, including a sixty (60)-minute unpaid lunch break. The lunch break may be a consecutive sixty (60)-minute lunch period, or a shorter duration lunch break and other break(s) totaling sixty (60) minutes, as determined by the EMPLOYER. In no such case shall the lunch break be less than thirty (30) minutes.

B. Each employee shall be advised of his/her assigned work schedule and shall be required to adhere to it.

C. Nothing, contained herein shall be constituted as preventing the EMPLOYER from restructuring the normal work day and work week for the purpose of promoting efficiency. When such a change is required, the employee shall be provided with five (5) days prior notice except in the case of an emergency that does not permit said notice.

ARTICLE 15 - OVERTIME

For full-time employees, overtime pay shall be computed as follows:

- A. Any time worked after completion of a 7-hour day shall be paid for at the rate of time and one-half of base pay.
- B. Any time worked on the 6th or 7th consecutive day of an employees work week shall be paid for at the rate of time and one-half of base pay.
- C. An employee who completes seven hours of work and is called back to work after leaving the EMPLOYER will be guaranteed a minimum of four hours pay at time and one half except that if the hours worked, are immediately prior to and abut to the employees next scheduled work day, the employee shall be paid time and one half for the time actually worked.
- D. When the President & CEO declares that the entire EMPLOYER shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular days pay that employees receive though not reporting to work due to the emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation. Essential personnel who are required to work shall be compensated for the completion of their shift at time and ½ of their hourly rate for all hours worked during an emergency called by the President & CEO.
- E. Employees may elect overtime compensatory time in lieu of cash payment and such overtime compensatory time shall be credited to the Employee at the same premium rates as specified above. Such election must be made by the Employee at the time the assignment is made and it may not be changed thereafter.
- F. The overtime premium rates set forth above apply to the base pay only and shall not be applied to any other wage payment or differential.

ARTICLE 16 - WAGES

- A. Bargaining unit members will receive the following wage increases throughout the term of the Agreement:
 - a) **FOLLOWING RATIFICATION OF THIS AGREEMENT, EACH BARGAINING UNIT MEMBER EMPLOYED BY THE EMPLOYER AS OF THE DATE THE AGREEMENT HAS BEEN RATIFIED BY BOTH PARTIES SHALL RECEIVE A ONE-TIME, LUMP SUM BONUS PAYMENT EQUAL TO THREE PERCENT (3%) OF THEIR BASE ANNUALIZED RATE, BUT NO LESS THAN THE EQUIVALENT OF \$1.00 FOR THE EMPLOYEE'S STANDARD ANNUAL BASE HOURS (I.E. \$1,040.00 FOR AN EMPLOYEE WHOSE SCHEDULE IS 20 HOURS PER WEEK; \$1,820.00 FOR AN EMPLOYEE WHOSE SCHEDULE IS 35 HOURS PER WEEK; \$2,080.00 FOR AN EMPLOYEE WHOSE SCHEDULE IS 40 HOURS PER WEEK).**
 - b) **EFFECTIVE APRIL 1, 2020, THE BASE RATE FOR ALL CLASSIFICATIONS COVERED BY THIS AGREEMENT SHALL BE INCREASED BY THREE PERCENT (3%), BUT NOT LESS THAN THE EQUIVALENT OF \$0.85 FOR THE EMPLOYEE'S STANDARD ANNUAL BASE HOURS, PLUS A \$200.00 LUMP SUM BONUS.**

- c) **EFFECTIVE APRIL 1, 2021, THE BASE RATE FOR ALL CLASSIFICATIONS COVERED BY THIS AGREEMENT SHALL BE INCREASED BY THREE PERCENT (3%), BUT NOT LESS THAN THE EQUIVALENT OF \$0.85 FOR THE EMPLOYEE'S STANDARD ANNUAL BASE HOURS, PLUS A \$200.00 LUMP SUM BONUS.**

B. Full-time employees in the bargaining unit shall receive a longevity payment in the amount of four hundred dollars (\$400.00) for each five (5) complete years of continuous service with the EMPLOYER. This payment shall be made on a proportionate basis in each weekly paycheck

C. Part-time employees whose normal work week averages or exceeds twenty (20) hours or more each week but is less than thirty-five (35) hours shall receive a longevity increment in the amount of two hundred dollars (\$200) for each five (5) complete years of continuous service with the EMPLOYER.

D. Full-time employees in the bargaining unit shall be eligible for shift differentials in accordance with the following provisions and conditions:

1. Between the hours of 4:00 p.m. and 12:00 midnight, at the rate of Thirty (\$.30) cents per hour. For each hour worked between 12:00 midnight and 8:00 am. at the rate of Forty (\$.40) cents per hour.
2. Shift Differentials shall not be paid:
 - a. For Work between 6:00 A.M. and 8:00 A.M. or 4:00 P.M. and 6:00 P.M. for any employee whose regularly scheduled tour of duty commences at or after 6:00 A.M. and terminates at or before 6:00 P.M.
 - b. During leaves for illness, vacation or for any other time not worked, whether paid or not.
 - c. During unpaid lunch periods.
 - d. To part time employees.
3. Shift differentials shall not be increased by any overtime factor.

E. All UNION employees will receive their weekly paychecks via direct deposit.

F. A Wage Schedule is attached to this Agreement as Exhibit A.

ARTICLE 17 - WORKING OUT OF CLASS

A. Whenever an employee is assigned to work in a classification other than the one to which he/she is appointed and the pay rate for that classification is the same or lower than the rate of his/her permanent classification, the employee shall continue to be paid at his/her current rate of compensation.

B. When an employee is assigned to work in a higher classification for other than training purposes, said employee shall be paid after the first four (4) hours of such work in any work day at the appropriate rate for the higher class for all hours actually worked in the higher class. Assignment to a higher classification must be authorized in writing by a Department Director or equivalent and must involve the performance of all or substantial portion of the

essential duties of the higher class. The performance of minimal, incidental or minor tasks shall not constitute such an assignment.

ARTICLE 18 - MEDICAL INSURANCE

A. Each permanent, full-time employee in the bargaining unit shall be entitled to health insurance coverage, including family coverage for his/her eligible spouse and dependent children (up to 26 years of age), under one of the following health insurance plans ("Tier 1 Plans"):

1. Independence Blue Cross Personal Choice (PPO 10 Plan)
2. Keystone Health Plan East (HMO 5 Plan)

B. EMPLOYER shall also offer an alternative HMO and PPO plan – HMO 15 and PPO 15 – to bargaining unit employees ("Tier 2" plans).

C. Regardless whether enrolled in a Tier 1 or Tier 2 plan, EMPLOYER shall make the same premium contribution for the plan, as set forth in this paragraph, and an employee enrolled in one of those plans will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction. EMPLOYER's premium contribution for a Tier 1 or Tier 2 HMO plan will be 90% of the premium for the HMO 5 Plan with prescription coverage, and EMPLOYER's premium contribution for a Tier 1 or Tier 2 PPO plan will be 80% of the PPO 10 Plan with prescription coverage.

D. The EMPLOYER shall be permitted to offer or choose not to offer additional health insurance plans ("Tier 3" plans) to bargaining unit employees. EMPLOYER shall have the right to design, offer, modify, or terminate any Tier 3 plan(s), in its discretion, including modifications to the plan design and premium-sharing arrangements. EMPLOYER shall provide the UNION with 30 calendar days' notice of any such change, but implementation of changes shall not be delayed. EMPLOYER's decision to offer Tier 3 plan options to bargaining unit employees shall not be construed as a conferred benefit or past practice that obligates the EMPLOYER to continue to provide Tier 3 plan options.

E. In addition to the health plans described above, dental and optical coverage shall also be provided to bargaining unit employees and their eligible spouses and dependents (as defined in Paragraph A. EMPLOYER will pay 90% of the premium for dental and optical coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

F. PHA reserves the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier.

G. PHA reserves the right to reopen the Collective Bargaining Agreement in order to address and renegotiate any issues raised under the Affordable Care Act.

H. An employee who is covered by a substantially similar health insurance plan may opt out of coverage under one of the plans provided by the Authority. If employee opts out of the PHA plans, he or she shall receive one hundred thirty dollars (\$130.00) per month which shall be payable in a separate check or separately taxed in a check with wages.

ARTICLE 19 - LIFE INSURANCE

A. The EMPLOYER shall provide life insurance coverage to regular full-time employees in an amount equal to 1.5 times the employee's salary or twenty thousand (\$20,000,00) dollars, whichever is greater. The EMPLOYER will pay 90% of the premium for the coverage, and employees will pay the balance of the premium, with this premium sharing subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER.

B. The EMPLOYER shall provide, at no cost to the employee, a three thousand (\$3,000) dollar death benefit for those full-time employees who retire from the EMPLOYER with thirty (30) years of service or who retire at age sixty-five (65) with at least ten (10) years of continuous service. Effective June 1, 2000, the death benefit referenced herein shall be increased to \$10,000 for employees who retire on or after June 1, 2000.

C. This benefit shall be taxable to the bargaining unit member.

ARTICLE 20 - PENSION AND RETIREMENT

A. The Pension Plan applicable to the bargaining unit covered by this Agreement is described in full in the Plan document on file in the Human Resources Department, The Pension Plan shall remain in effect during the term of this Agreement except as may be modified by agreement between the parties and as approved by the Board of Trustees of the Plan.

B. All employees occupying permanent positions in the bargaining unit shall be required to be members of and contribute to the EMPLOYER's pension plan. Said employees shall be covered by the aforementioned plan and shall be entitled to the benefits contained therein as they presently exist or as they may be modified by the plan's Board of Trustees.

C. The parties agree that the conditions, provisions and benefits of the plan are applicable to members of the bargaining unit as they currently exist or as they may be modified by the plan's Board of Trustees.

D. The parties agree that any dispute regarding the interpretation or application of the conditions, provisions and/or benefits of the pension plan as they affect employees are grievable under this contract, however, any and all matters related to the administration or operation of the Plan by either the EMPLOYER, the Board of Trustees, the Plan Administrator or their agents are not.

E. EMPLOYER has agreed to make its best faith effort to provide employees with annual pension statements.

F. Effective April 30, 2011, the DB Plan benefit is frozen. The DB Plan is amended to prohibit withdrawal of employee contributions. The DB Plan is amended to provide that for employees terminating on or after December 31, 2010, the definition of Average Earnings shall be the average rate of earnings on three (3) consecutive November 1sts ending November 1, 2007. For more information on the frozen DB Plan, see Appendix B to this Consolidated Agreement.

G. Effective May 1, 2011, bargaining unit members shall be enrolled in the EMPLOYER's DC Plan.

H. Effective January 1, 2013, EMPLOYER will contribute into the DC Plan 5.5% of employee's current rate of pay.

I. EMPLOYER will commit to funding of unfunded value of vested DB Plan benefits based on the actuarial value of plan assets as of November 1, 2010 pursuant to a twenty (20) year amortization schedule. In addition, any gains or losses resulting from differences from plan experience in actuarial assumptions after November 1, 2010 would be amortized pursuant to a twenty (20) year amortization schedule.

J. Effective January 1, 2011, pensions for people who already retired from active employment on or after November 1, 2009, shall have their pension recalculated prospectively using a three (3) year average pay ending November 1, 2007.

K. Identified regular part-time employees shall be eligible to enroll in the new pension plan.

ARTICLE 21 - DEFERRED COMPENSATION PROGRAM

The EMPLOYER will permit employees in the bargaining unit to participate in the EMPLOYER's deferred compensation program. However, the conditions, provisions, benefits and methods of operation of the program are not covered by this agreement and are not grievable.

ARTICLE 22 - AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the EMPLOYER, shall receive an allowance equal to the current IRS rate for each mile of such travel provided that the employee uses the most efficient route(s) of travel in the performance of that duty. This shall not include reimbursement for travel to or from the employee's home and work unit location.

B. Employees who are regularly required to use their personal automobile for the performance of EMPLOYER business shall be required to provide the EMPLOYER with satisfactory proof of the appropriate levels of liability, comprehensive, and collision insurance which specifies for business use in order to be eligible for the above referenced mileage reimbursement.

ARTICLE 23 - LEGAL SERVICES FUND

A. Effective January 1, 1997, the Employer contribution to the UNION Group Legal Services Fund shall be \$7.00 per month for all full-time Employees within the Bargaining Unit. Said contributions shall be payable for all eligible Employees employed during the first pay period of the month.

B. The Employer agrees to submit a separate check to the UNION for the total amount of its contribution and will make its best efforts to submit the check within ten (10) working days after the date that the Employees receive wages and salaries covering the period for which the contributions are being made. Along with the check, the Employer agrees to provide a list of the names of each Employee for whom contributions are being made.

C. It is understood that said Fund shall:

1. Provide quality legal services to all Employees of the Bargaining Unit and their dependents in a manner which is designed to ensure a high degree of legal competence and service.
2. Operate in an economically sound manner.
3. Not be used for the institution of legal proceedings against the EMPLOYER or its duly authorized officials.

4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or, Local 2187, or, any of their officers, Employees, agents or representatives thereof.
5. 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.
6. Provide the EMPLOYER with an annual audit report of the operations of the Fund as it applies to the EMPLOYER's contributions and services to eligible Employees. Said report shall be prepared by an independent Certified Public Accountant and shall be submitted to the EMPLOYER each year within ninety days of the close of the Fund's fiscal year.

ARTICLE 24 - LAYOFF

A. Layoffs may occur if necessitated because of lack of funds, lack of work, or reorganization resulting in the abolition of a position or positions, but not without informing the UNION. When layoffs are necessary, it shall occur in accordance with the following procedures:

1. In the event of layoffs, the EMPLOYER agrees to discuss the matter with the UNION prior to the institution of layoffs so as to allow for the consideration of alternatives.
2. The layoff unit for employees in the bargaining unit shall be EMPLOYER -wide, department-wide, program-wide, or, grant-wide at the discretion of the EMPLOYER.
3. Within each job classification in which layoffs occur in the layoff unit, the order of layoff shall be emergency employees, temporary employees, provisional employees and permanent employees. For purposes of determining the employee's status with regard to order of layoff, employees serving probationary periods shall be considered permanent.
4. Among permanent employees, layoffs shall occur within each job classification affected, in the layoff unit on the basis of satisfactory work performance. Employees with unsatisfactory work performance shall be laid off first. In the event of further layoff, after unsatisfactory job performance, EMPLOYER may consider (a) the last two years of performance evaluations in the employee's classification and (b) the last two years of disciplinary history if the discipline is equivalent to at least a Class 3 infraction, when selecting employees for layoff. If performance evaluations and disciplinary history are equal, seniority in the classification shall prevail.
5. For the purposes of layoff, an employee's seniority shall be calculated and defined as their most recent date of hire followed by continuous service with the EMPLOYER.
6. Employees scheduled to be laid off shall be notified in writing at least two weeks prior to the effective date of the layoff unless an extraordinary emergency precludes said notice.

7. In the event of a layoff, an appropriate layoff list shall be established for each job classification affected within the designated layoff unit.
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.
9. Appointments to positions in classifications affected by layoff shall be made from recall lists before any other type of appointment is made and the recall lists shall remain in effect for a period of one (1) year from the effective date of the layoff or until they are exhausted. Recall lists shall be established in the inverse order as the layoff list, except that employees with unsatisfactory performance shall be excluded from the list and shall have no right to recall.
10. Recalled employees return to work with the same seniority, performance record, and disciplinary record, as if there was no break in service.

B. In the event an employee is laid off under Article 24.A.4 by seniority, because performance evaluations and disciplinary history are equal, the employees displaced by layoff may have the opportunity to demote to a lower level position in the bargaining unit in accordance with the following:

1. The affected employee has the right to elect a demotion in lieu of layoff to a position within the layoff unit that is:
 - a. a position in the next lower class in the same line of work as the class of layoff; or, a position in a class previously held by the Employee; or,
 - b. another position, with a lower pay range deemed appropriate by the EMPLOYER.
2. If positions in a class are filled, then an employee displaced as a result of election of demotion in lieu of layoff shall displace an incumbent based on seniority and satisfactory work performance; the higher ranking employee displacing the lower ranking incumbent.
3. If, as a result of the election of demotion in lieu of layoff by one employee, another employee with lesser seniority is displaced, he or she shall be placed on an appropriate layoff list and he or she shall have, in turn, the same right to elect a demotion in lieu of layoff.
4. In order to be considered for a demotion in lieu of layoff, an employee must notify the EMPLOYER, in writing, of such election no later than five (5) working days after receiving a notice of layoff.

ARTICLE 25 - VACATION LEAVE

A. Vacation Leave shall be earned by full-time employees on a monthly basis for each calendar month worked as follows:

<u>Years of Complete Service</u>	<u>Day Accrued Per Month</u>	<u>Accumulated Accrual</u>
5 full years of service or less	5/6 days	10 days
More than 5 but less than 10 full years of service	1 1/4 days	15 days
More than 10 but less than - 20 full years of service	1 2/3 days	20 days
More than 20 full years of service	21/12 days	25 days

Employees shall earn vacation on a monthly basis and shall receive credit for each month that they are in paid status for the majority of days within that calendar month.

B. New Hires. Vacation for new hires accrues during the probationary period. If hired on the 1st to 15th of the month, the first accrual will occur on the 15th of the month of hire; if hired on the 16th to 31st of the month, the first accrual will occur on the 15th of the month following hire. Vacation time accrued during the probationary period is available for use after thirty (30) calendar days of employment. If an employee is terminated during the probationary period, he/she will be paid for accrued and unused vacation only if employed at least thirty (30) calendar days.

C. Full-time employees may carry over up to fifty (50) days of accrued unused vacation leave from one calendar year to the next during the term of this Agreement.

D. An employee who separates from employment shall be paid for unused accumulated vacation leave providing he/she has satisfactorily completed his/her probationary period. He/she shall be paid for unused vacation leave at his/her rate of pay at the time of separation.

ARTICLE 26 - HOLIDAYS

A. The following shall be recognized as paid holidays:

- New Year's Day (Observed)
- Martin Luther King's Birthday (Observed)
- President's Day (Observed)
- Good Friday
- Memorial Day (Observed)
- Independence Day
- Labor Day
- Columbus Day (Observed)
- Veteran's Day (Observed)

Thanksgiving Day

Christmas Day (Observed)

B. 1. Holidays falling on a Saturday shall be observed on a Friday and holidays on a Sunday shall be observed on Monday.

2. For essential employees (i.e. as of 9/23/19, Command Center Staff) when a holiday occurs on an employee's regularly scheduled day off, the employee shall receive a day's holiday pay. In the event the employee works on said holiday, the employee shall instead receive holiday pay plus time and one-half of base pay for all hours worked on said holiday.

C. An employee must be in pay status on the day preceding and the day following a holiday in order to qualify for holiday pay.

ARTICLE 27 - COMPENSATORY TIME LEAVE

A. Compensatory time authorized and elected in lieu of cash overtime payments as provided for in Article 15 for work performed in excess of seven (7) 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 upon request of the employee and approval of the EMPLOYER.

B. No Employee may accumulate or have to his/her credit at any time overtime compensatory time in excess of one hundred and five (105) hours.

C. Any unused, accumulated overtime compensatory time earned shall be compensated upon termination for any reason. Such payment shall be made in a lump sum at the Employee's regular rate of pay at the time of termination.

ARTICLE 28 - PERSONAL LEAVE

Each permanent fulltime employee in the bargaining unit shall be entitled to four (4) personal leave days per calendar year. No more than one of these personal leave days can be taken in any three-month period. Personal leave days do not accrue and cannot be carried over to the next three-month period. Unused personal leave days in a particular year cannot be carried over to the next year; also, unused personal leave days are not compensable at the time of separation. Personal leave days may only be taken after obtaining prior approval from employee's supervisor. Where two or more employees request the same day for personal leave, seniority shall prevail if approval is to be granted to only one employee.

ARTICLE 29 - SICK LEAVE

A. Sick leave shall be earned by full-time employees at the rate of one and one-quarter (1-1/4) days per month. No employee may use such sick leave during the initial thirty (30) days of the probationary period of employment.

B. Upon normal retirement, which is defined for purposes of this benefit as:

1. 30 years of service with EMPLOYER, regardless of age;
2. at least 10 years of service with EMPLOYER and at least age 62; and

3. all accumulated unused sick leave shall be compensated for at the rate of thirty-five percent (35%) of the employee's last rate of pay.

When an active employee eligible for retirement as defined above dies, his/her designated beneficiary shall receive the thirty-five (35%) sick leave payout provided for retirees in this Article.

C. In the event an employee becomes ill and has to leave after his/her lunch break, he/she shall be charged sick leave on a one-half (1/2) hour for one-half (1/2) hour basis.

D. Each full-time employee may convert two (2) accumulated sick days into one (1) vacation day, provided the employee maintains a balance of at least eight (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 who wish to convert to sick leave under this provision shall inform their Unit Timekeeper, in writing, of their conversion of earned but unused sick days during the last fifteen (15) calendar days of March, June, September and December of each year. Conversion of sick leave to vacation may only be accomplished during the above stated periods of time.

E. Employees who call in and request sick leave beyond three (3) consecutive days must provide the Human Resources Department with a doctor's certificate that verifies illness. The doctor's certificate must contain the date the employee consulted the doctor and the employee's return to work date. Failure to provide medical certification for sick leave absences beyond three (3) days may result in non-payment of the employee's request for sick leave pay.

F. Family Sick Leave. Employees may use five (5) consecutive days of sick leave per calendar year to care for a qualifying family member, as defined by the FMLA. "Qualifying Family Member" under the FMLA means a son, daughter, parent, or spouse of the employee. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a child for whom an employee has legal custody, or a child of a person standing in loco parentis. The child must be either under age 18, or older if the child is incapable of self-care because of mental or physical disability. A "spouse" means a husband or wife as defined or recognized under Pennsylvania law. A "parent" means a biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child under 18 or incapable of self-care. Parent does not include "parents-in-law."

ARTICLE 30 - BEREAVEMENT LEAVE

Consistent with the EMPLOYER's bereavement leave policy (except as modified herein), if a death occurs among members of the employee's immediate family, the employee will be granted up to four (4) bereavement leave days. The "immediate family" is defined as wife, husband, life partner, daughter, son, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandchild, step-parents, step-children, step-siblings, and relatives who reside in the same household as the employee.

If a death occurs among other relatives of the employee, the employee will be granted one (1) bereavement leave day. "Other relatives" for the purposes of this Article are defined as brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and first cousin.

ARTICLE 31 - USE OF LEAVE

Employees are entitled to various types of leave under this Agreement and/or EMPLOYER policy, including but not limited to sick, vacation, injured on duty, FMLA, personal, medical, worker's compensation, etc. Employees may not use combinations of any leave for which they qualify to allow for absences from work in excess of one (1) year. After the one (1) year period has expired, employees shall be either: (a) required to return to work, if medically cleared to return or (b) separated from employment. Consistent with applicable law, unless the EMPLOYER and the employee otherwise agree in writing, any

leave for which employees qualify shall run concurrently and may expire prior to the one (1) year period, at which time employees will be required to return to work. Leaves will be paid or unpaid as specified in the Agreement or policy.

ARTICLE 32 - JURY DUTY

The EMPLOYER agrees that each full time Employee shall be entitled to leave with pay when summoned to be considered for or to serve on jury duty provided the Employee provides the EMPLOYER with a copy of the notice for jury duty and provided the Employee remits to the EMPLOYER any fees received by the Employee for said Jury Duty.

ARTICLE 33 - COURT APPEARANCE

A. When an employee in the bargaining unit is required by the EMPLOYER to appear in court on behalf of the EMPLOYER, the employee will do so without loss of time or pay.

B. When an employee wishes to or is required to appear in court for any other purpose including private and personal matters, their absence from work will be excused provided that the employee submits acceptable documentation of the need for said absence. When an absence is approved under such circumstances, the employee shall be required to use accumulated personal, vacation or compensatory leave, or a leave of absence without pay in that order.

ARTICLE 34 - 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 but less than thirty five (35) hours shall earn vacation, personal leave, funeral leave, and sick leave in accordance with those sections of this Agreement except that the amount earned by such employees shall be four-seventh (4/7) of that earned by their full-time counterparts.

B. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) or more hours each week but less than thirty five (35) hours shall receive holiday pay for any holiday which falls on a 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.

ARTICLE 35 - MEDICAL LEAVE OE ABSENCE

Entitlement to medical leave shall be governed by the EMPLOYER's Family and Medical Leave Policy and Medical Leave of Absence Policy set forth in the Employee Handbook.

During the medical leave of absence, without pay, the Authority shall continue the life insurance coverage and medical insurance and prescription insurance coverage provided for such an employee under this Agreement.

ARTICLE 36 - WORKER'S COMPENSATION/INJURY ON DUTY (IOD)

Worker's Compensation and IOD leave shall be governed by the EMPLOYER's Job Related Injuries Policy set forth in the Employee Handbook, but within the limitations of Article 31 Use of Leave. Employees are responsible for reporting injuries sustained on the job to their supervisor within 48 hours of the time the employee knew or should have known of the injury. Failure to report a job-related injury in accordance with the State Worker's Compensation Act may result in delayed or non-payment of benefits.

Employees assigned to light duty work as a result of a work-related injury shall be assigned consecutive days off if the employee has consecutive days off on his/her regular shift.

ARTICLE 37 - PERSONAL LEAVE WITHOUT COMPENSATION

Upon request to and approval by the Executive Vice President of Human Resources, full-time employees may take a leave of absence for personal reasons of up to four (4) month duration. During the entire period of said leave, the employee shall receive no pay or other economic benefits. The EMPLOYER shall have the unlimited right to hire temporary employees for the full duration necessary to fill in for employees on such leave.

ARTICLE 38 - LEAVE OF ABSENCE FOR UNION REPRESENTATIVES

Upon receipt of written advance notice, EMPLOYER shall permit UNION representatives to attend UNION sponsored conferences and conventions for up to five (5) days each per contract year. The representative may take the time without pay or with pay using accumulated vacation leave time.

ARTICLE 39 - PROMOTIONS

A. Promotions within the bargaining unit shall be awarded to the most qualified candidate based on the EMPLOYER's assessment of the last two years of performance evaluations in the employee's classification, the last two years of disciplinary history, and interview(s) of candidates, in addition to fitness and ability. Among equally qualified candidates, seniority shall prevail.

B. For purposes of promotion, seniority shall be defined as the employees most recent date of appointment to the EMPLOYER.

C. All promotional opportunities for positions covered by this agreement shall be posted for at least fifteen (15) calendar days electronically on the EMPLOYER's Portal.

D. An employee in a lower classification in one of the occupational series listed below shall be promoted to the next higher classification in the same series without the position being posted provided the Employee has a current overall performance evaluation of Satisfactory in the lower job classification and the Employee has been employed by the EMPLOYER in the lower classification for a total amount of time equal to the difference in the experience requirements identified in the Minimum Acceptable Training and Experience section or similar section of the higher and lower job classifications. Where a position requires licensure, the Employee in addition to the above, must possess the requisite license to be promoted. Promotion to a higher classification under this provision shall not convey any right to permanent status in that class; an employee so promoted shall have to satisfactorily complete the probation period in that higher class in order to attain that permanent status. This provision shall apply to the following occupational series:

1. Housing Rehabilitation Specialist I
2. Housing Rehabilitation Specialist II

ARTICLE 40 - JOINT LABOR MANAGEMENT COMMITTEE

The Joint Labor Management Committee (JLMC) shall consist of two representatives of the UNION and two members of Management. The JLMC shall convene quarterly, or as necessary, and discuss topics of concern under the collective bargaining agreement.

ARTICLE 41 - TUITION REIMBURSEMENT

A. Each regular full-time employee who has been on the active payroll for more than one (1) year may apply for tuition reimbursement under this Article. An employee shall be granted tuition reimbursement up to Two Thousand (\$2,000.00) Dollars per fiscal year under the following conditions:

1. The employee makes a written request to the Human Resource Department to take the course and provides the following information: the employee's name, job title and department; the course name, the educational institution offering the course; and a description of the course's content;
2. The employee obtains the prior approval of the EMPLOYER;
3. The course can reasonably be expected to add value to the EMPLOYER; and
4. The employee passes the course.

B. Reimbursement to the employee will be made by the EMPLOYER after it receives written proof that the employee has passed, the course(s). In no event shall an employee receive more than Two Thousand (\$2,000.00) Dollars in any fiscal year. The EMPLOYER shall promptly reimburse the employee.

C. The EMPLOYER shall respond to a request for approval within thirty (30) work days after the request is submitted in writing.

D. In the event the employee voluntarily leaves employment with the EMPLOYER within one (1) year after receipt of the tuition reimbursement, for the reasons other than job related disability or retirement as a result of disability, the employee shall repay, through deduction, the full amount of the reimbursement.

ARTICLE 42 - UNIFORMS

As soon as practical but within the first year of this Agreement, the Employer shall arrange to provide food service employees (Cooks and Nutrition Aides with five (5) sets of uniforms at no cost to the employees. The five uniforms shall be either dresses or shirts/pants combinations as prescribed by EMPLOYER specifications: The EMPLOYER shall determine and provide for the initial method procurement, and shall provide for replacement thereafter on a fair wear and tear exchange basis.

ARTICLE 43 - SAFETY

A. The EMPLOYER shall be responsible for providing and maintaining safe working conditions while employees shall be responsible for performing their duties in a safe manner.

B. The EMPLOYER and the UNION agree to refer safety and related equipment matters that are not otherwise the direct subject of a grievance to the Joint Labor Management Committee.

ARTICLE 44 - NO STRIKE-NO LOCKOUT CLAUSE

The EMPLOYER agrees that during the term of this agreement, there shall be no lockouts by the EMPLOYER. The UNION agrees that during the term of this agreement and as otherwise prohibited under the Pennsylvania Public Employee Act, there shall be no strikes, picketing, walkouts, suspension of

work, slowdowns or any other interference, stoppage or cessation of work, either total or partial, by the UNION or any employees.

ARTICLE 45 - FUNDING

The parties recognize that the funding required to support the provisions of this Agreement are provided for by either federal Congressional appropriation through the Department of Housing and Urban Development or through public or private social service grants. The parties further recognize that those funding entitlements and grants are subject to availability and established application, approval and budgetary procedures.

ARTICLE 46 - SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, having any jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree, upon request of either, to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

Furthermore, notwithstanding any provision set out in this Agreement, nothing in the Agreement shall operate to limit the rights of the United States of America acting through the Department of Housing and Urban Development pursuant to its Annual Contributions Contract with the Philadelphia Housing Authority.

ARTICLE 47 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations, and, that the understanding agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. In acceptance of this Agreement, the UNION agrees that 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 Agreement. The EMPLOYER and the UNION for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which was or might have been raised in the course of negotiating this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 48 - RATIFICATION AND APPROVAL

This Agreement is made conditioned upon the express ratification and/or approval of the membership of the UNION and the Board of Commissioners of the EMPLOYER.

ARTICLE 49 - SIGNATORY CLAUSE [SIGNATURE LINES OMITTED]

EXHIBIT A

Job Title	Step	04/01/2019-03/31/2020		04/01/2020-03/31/2021		04/01/2021-03/31/2022	
		Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate
Administrative Assistant I (non-confidential)	1	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant I (non-confidential)	2	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant I (non-confidential)	3	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant I (non-confidential)	4	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant II (non-confidential)	1	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant II (non-confidential)	2	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant II (non-confidential)	3	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Assistant II (non-confidential)	4	TBD	TBD	TBD	TBD	TBD	TBD
Administrative Technician	1	\$26.87	\$48,909.54	\$27.68	\$50,376.83	\$28.51	\$51,888.13
Administrative Technician	2	\$27.98	\$50,924.90	\$28.82	\$52,452.65	\$29.68	\$54,026.23
Administrative Technician	3	\$29.08	\$52,923.82	\$29.95	\$54,511.54	\$30.85	\$56,146.88
Administrative Technician	4	\$30.19	\$54,939.40	\$31.09	\$56,587.59	\$32.02	\$58,285.21
Command Center Dispatcher	1	\$24.24	\$44,121.96	\$24.97	\$45,445.62	\$25.72	\$46,808.99
Command Center Dispatcher	2	\$25.17	\$45,803.11	\$25.92	\$47,177.21	\$26.70	\$48,592.52
Command Center Dispatcher	3	\$26.09	\$47,474.79	\$26.87	\$48,899.03	\$27.67	\$50,366.01
Command Center Dispatcher	4	\$27.01	\$49,163.49	\$27.82	\$50,638.39	\$28.66	\$52,157.54
Command Center Technician	1	\$19.39	\$35,284.24	\$19.97	\$36,342.77	\$20.57	\$37,433.05
Command Center Technician	2	\$20.03	\$36,445.62	\$20.63	\$37,538.99	\$21.24	\$38,665.16
Command Center Technician	3	\$20.65	\$37,586.78	\$21.27	\$38,714.38	\$21.91	\$39,875.81
Command Center Technician	4	\$21.29	\$38,742.06	\$21.93	\$39,904.32	\$22.58	\$41,101.45
Contract Control Specialist I	1	\$34.41	\$62,621.53	\$35.44	\$64,500.17	\$36.50	\$66,435.18
Contract Control Specialist I	2	\$35.98	\$65,475.13	\$37.05	\$67,439.38	\$38.17	\$69,462.56
Contract Control Specialist I	3	\$37.54	\$68,329.21	\$38.67	\$70,379.09	\$39.83	\$72,490.46

Contract Control Specialist I	4	\$39.11	\$71,174.47	\$40.28	\$73,309.71	\$41.49	\$75,509.00
Contract Control Specialist II	1	\$34.41	\$62,621.53	\$35.44	\$64,500.17	\$36.50	\$66,435.18
Contract Control Specialist II	2	\$35.98	\$65,475.13	\$37.05	\$67,439.38	\$38.17	\$69,462.56
Contract Control Specialist II	3	\$37.54	\$68,329.21	\$38.67	\$70,379.09	\$39.83	\$72,490.46
Contract Control Specialist II	4	\$39.11	\$71,174.47	\$40.28	\$73,309.71	\$41.49	\$75,509.00
CRC Shift Lead	1	\$25.24	\$45,941.96	\$26.00	\$47,320.22	\$26.78	\$48,739.83
CRC Shift Lead	2	\$26.17	\$47,623.11	\$26.95	\$49,051.81	\$27.76	\$50,523.36
CRC Shift Lead	3	\$27.09	\$49,294.79	\$27.90	\$50,773.63	\$28.73	\$52,296.84
CRC Shift Lead	4	\$28.01	\$50,983.49	\$28.85	\$52,512.99	\$29.72	\$54,088.38
Customer Response Technician	1	\$24.24	\$44,121.96	\$24.97	\$45,445.62	\$25.72	\$46,808.99
Customer Response Technician	2	\$25.17	\$45,803.11	\$25.92	\$47,177.21	\$26.70	\$48,592.52
Customer Response Technician	3	\$26.09	\$47,474.79	\$26.87	\$48,899.03	\$27.67	\$50,366.01
Customer Response Technician	4	\$27.01	\$49,163.49	\$27.82	\$50,638.39	\$28.66	\$52,157.54
Department Staff Assistant	1	\$28.82	\$52,446.81	\$29.68	\$54,020.21	\$30.57	\$55,640.82
Department Staff Assistant	2	\$30.05	\$54,697.66	\$30.96	\$56,338.59	\$31.88	\$58,028.75
Department Staff Assistant	3	\$31.29	\$56,943.04	\$32.23	\$58,651.34	\$33.19	\$60,410.88
Department Staff Assistant	4	\$32.52	\$59,190.04	\$33.50	\$60,965.74	\$34.50	\$62,794.71
Housing Rehab Specialist	1	\$29.20	\$53,148.95	\$30.08	\$54,743.42	\$30.98	\$56,385.72
Housing Rehab Specialist	2	\$30.64	\$55,759.37	\$31.56	\$57,432.15	\$32.50	\$59,155.11
Housing Rehab Specialist	3	\$32.07	\$58,370.74	\$33.03	\$60,121.86	\$34.03	\$61,925.51
Housing Rehab Specialist	4	\$33.50	\$60,976.33	\$34.51	\$62,805.62	\$35.54	\$64,689.79
Housing Rehab Specialist II	1	\$34.41	\$62,621.53	\$35.44	\$64,500.17	\$36.50	\$66,435.18
Housing Rehab Specialist II	2	\$35.98	\$65,475.13	\$37.05	\$67,439.38	\$38.17	\$69,462.56
Housing Rehab Specialist II	3	\$37.54	\$68,329.21	\$38.67	\$70,379.09	\$39.83	\$72,490.46
Housing Rehab Specialist II	4	\$39.11	\$71,174.47	\$40.28	\$73,309.71	\$41.49	\$75,509.00
Housing Rehab Specialist III	1	\$36.36	\$66,168.91	\$37.45	\$68,153.98	\$38.57	\$70,198.59
Housing Rehab Specialist III	2	\$37.84	\$68,877.72	\$38.98	\$70,944.05	\$40.15	\$73,072.37
Housing Rehab Specialist III	3	\$39.33	\$71,578.67	\$40.51	\$73,726.03	\$41.72	\$75,937.81
Housing Rehab Specialist III	4	\$40.82	\$74,285.24	\$42.04	\$76,513.80	\$43.30	\$78,809.21
PT CHSP Homemaker	1	\$13.18	\$13,708.00	\$13.58	\$14,119.24	\$13.98	\$14,542.82
PT Congregate Aide I	1	\$13.18	\$13,708.00	\$13.58	\$14,119.24	\$13.98	\$14,542.82
PT Nutrition Aide 1 - Sr. Prg.	1	\$13.09	\$13,610.89	\$13.48	\$14,019.21	\$13.88	\$14,439.79
Purchasing Specialist I	1	\$24.56	\$44,696.64	\$25.30	\$46,037.54	\$26.05	\$47,418.67
Purchasing Specialist I	2	\$25.84	\$47,020.53	\$26.61	\$48,431.15	\$27.41	\$49,884.08
Purchasing Specialist I	3	\$27.11	\$49,340.88	\$27.92	\$50,821.10	\$28.76	\$52,345.73

Purchasing Specialist I	4	\$28.39	\$51,671.18	\$29.24	\$53,221.31	\$30.12	\$54,817.95
Purchasing Specialist II	1	\$29.20	\$53,148.95	\$30.08	\$54,743.42	\$30.98	\$56,385.72
Purchasing Specialist II	2	\$30.64	\$55,759.37	\$31.56	\$57,432.15	\$32.50	\$59,155.11
Purchasing Specialist II	3	\$32.07	\$58,370.74	\$33.03	\$60,121.86	\$34.03	\$61,925.51
Purchasing Specialist II	4	\$33.50	\$60,976.33	\$34.51	\$62,805.62	\$35.54	\$64,689.79

RESOLUTION NO. 12093

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 47, LOCAL 2186

WHEREAS, the American Federation of State, County, and Municipal Employees (AFSCME), District Council 47, Local 2186 ("Local 2186") is the certified labor relations representative for Philadelphia Housing Authority ("PHA") maintenance superintendents; and

WHEREAS, Local 2186 represents approximately 18 employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 2186 expired on March 31, 2019; and


WHEREAS, PHA and Local 2186 participated in good faith during extensive negotiations toward reaching a renewal agreement; and

WHEREAS, PHA and Local 2186 did amicably reach an agreement, attached hereto; and

WHEREAS, the terms of that agreement are reasonable, practical, and sustainable from both an operational and budgetary standpoint;

BE IT RESOLVED, that the PHA Board of Commissioners hereby approves the terms of the agreement, in substantially the form as restated and attached hereto, and authorizes the President & CEO and/or his authorized designee(s) to execute and implement a renewal Collective Bargaining Agreement consistent with those terms.



I hereby certify that this was
APPROVED BY THE BOARD ON 4/16/2020

ATTORNEY FOR PHA

Attachment to Resolution re: AFSCME Collective Bargaining Agreement for Local 2186

CONSOLIDATED MEMORANDUM

between

THE PHILADELPHIA HOUSING AUTHORITY

and

DC 47, LOCAL 2186

April 1, 2019 through March 31, 2022

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

1 - INTRODUCTION PARAGRAPH.....	50
2 - PREAMBLE.....	50
3 - RECOGNITION OF UNION.....	50
4 - DURATION.....	50
5 - MANAGEMENT RIGHTS.....	50
6 - UNION SECURITY/DUES DEDUCTION.....	51
7 - EMPLOYEE RIGHTS.....	53
8 - UNION REPRESENTATION.....	54
9 - GRIEVANCE PROCEDURE.....	54
10 - NON-DISCRIMINATION.....	57
11 - PROBATIONARY PERIOD.....	57
12 - PERFORMANCE EVALUATION.....	57
13 - DISCIPLINE AND DISCHARGE.....	58
14 - HOURS OF WORK.....	59
15 - OVERTIME.....	59
16 - WAGES.....	60
17 - EMERGENCY RESPONSE CALL TIME.....	60
18 - WORKING OUT OF CLASS.....	61
19 - MEDICAL INSURANCE.....	61
20 - LIFE INSURANCE.....	62
21 - PENSION AND RETIREMENT.....	62
22 - DEFERRED COMPENSATION PROGRAM.....	63
23 - AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE.....	64
24 - LEGAL SERVICES FUND.....	64
25 - LAYOFF.....	65
26 - VACATION LEAVE.....	66
27 - HOLIDAYS.....	67
28 - PERSONAL LEAVE.....	68
29 - SICK LEAVE.....	68
30 - BEREAVEMENT LEAVE.....	69
31 - JURY DUTY.....	69
32 - COURT APPEARANCES.....	69
33 - MEDICAL LEAVE OF ABSENCE.....	70
34 - WORKER'S COMPENSATION/INJURY ON DUTY (IOD).....	70
35 - PERSONAL LEAVE WITHOUT COMPENSATION.....	70
36 - LEAVE OF ABSENCE FOR UNION REPRESENTATIVES.....	70
37 - USE OF LEAVE.....	70
38 - PROMOTIONS.....	71
39 - JOINT LABOR MANAGEMENT COMMITTEE.....	71

TABLE OF CONTENTS

	<u>Page</u>
40 - TUITION REIMBURSEMENT.....	71
41 - SAFETY.....	72
42 - FUNDING.....	72
43 - DIRECT DEPOSIT.....	72
44 - SAVINGS CLAUSE.....	73
45 - ENTIRE MEMORANDUM.....	73
46 - ACKNOWLEDGEMENT.....	73
EXHIBIT A	74

1 - INTRODUCTION PARAGRAPH

District Council 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, Local 2186 (hereinafter referred to as the "UNION") and the Philadelphia Housing Authority (hereinafter referred to as the "EMPLOYER") hereby agree as follows.

2 - PREAMBLE

The intent of this Memorandum is to promote harmonious relations between the EMPLOYER and UNION and to set forth and record concern 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 Employee Handbook that apply to employees in the classifications in this unit shall continue to apply except as they may be modified herein, in the event of a conflict between the provisions of the Employee Handbook or an established practice and provisions contained herein, the provision of this Memorandum shall apply.

3 - RECOGNITION OF UNION

The EMPLOYER recognizes the UNION as the sole and exclusive representative for the purposes of meeting and discussing wages, hours, and other terms and conditions of employment for the term of this Memorandum for all Employees of the EMPLOYER included in this "meet and discuss" unit.

The positions of the EMPLOYER comprised of full-time non-professional, first level supervisory employees who are not otherwise represented in an existing unit are included in this unit excluding all second level supervisors, rank and file, management level, professional, and confidential employees and guards. This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act (Act 195) and Order of Certification of the Pennsylvania Labor Relations Board in Case No. PERA-R-90-128-E.

4 - DURATION

This Memorandum shall be applicable for a period of time commencing as of April 1, 2019 through March 31, 2022 unless subsequently modified after completion of the appropriate and necessary meetings and discussions.

5 - MANAGEMENT RIGHTS

The UNION recognizes the exclusive right of the EMPLOYER to determine its operating policies and manage its business in light of its experience, business judgment, changing conditions, and its statutory responsibilities, it is understood and agreed 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; to evaluate employee job performance; to discipline, demote for disciplinary reasons, suspend or discharge for just cause; to determine the number and arrangement of work shifts and the number of employees to be assigned to each; to 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; to determine the amount of compulsory overtime to be worked; the right to establish new job classifications and departments; the right to establish and modify rates of pay assigned to existing or newly created job classifications; the right to determine the way in which the EMPLOYER's services shall be provided to its customers and the public; the right to determine the method of training employees; the right to organize, discontinue, enlarge or reduce department, facility or function; the right to assign employees to other departments as operations may require; the right to layoff; the right to introduce new or improved facilities; the right to introduce a change in the method or methods of operations which will produce a change in job duties and reduction in personnel; the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the EMPLOYER.

The EMPLOYER may contract out its functions, services, locations, or sites at or in which work is presently performed by employees in the bargaining unit represented by UNION, only if:

- (b) The direct and indirect costs associated with performing the work with contracted labor for the outsourced business unit or function as set forth in the Request for Proposal (RFP) is less than the direct and indirect costs associated with performing the work with the employed workforce for the outsourced business unit or function as set forth in the RFP; and
- (b) EMPLOYER shall give written notice to the UNION contemporaneous with issuing a formal RFP for services. After EMPLOYER's receipt of proposals, the UNION shall have an opportunity to meet and discuss over the relative costs as described in paragraph (a) above.

EMPLOYER may contract out without regard to (a) and (b) above if the total value of a contract is less than \$20,000 in a fiscal year or involves an emergency or temporary situation. EMPLOYER shall not sever any contract in order to take advantage of the \$20,000 exemption.

The above rights of the EMPLOYER are not all inclusive, but indicate the type of matters and rights which belong to and are inherent to the EMPLOYER.

6 - UNION SECURITY/DUES DEDUCTION

- 1) The EMPLOYER shall make its best effort to transmit to the UNION electronically a list of every new employee in the bargaining unit promptly, but in no event later than seven (7) business days after the employee enters the bargaining unit.**

The EMPLOYER shall transmit to the Union electronically a list of every bargaining unit member and his or her home address on a monthly basis.

2) At the initial employee orientation, the EMPLOYER shall permit the UNION to meet with bargaining unit members as a group for up to one (1) hour to address the bargaining unit members and distribute materials. In instances where an individual bargaining unit member is hired and a group orientation does not occur, the UNION will have an opportunity to meet with the employee shortly after the employee begins employment, at times and dates to be determined by the EMPLOYER. In the event an employee is transferred, promoted, or demoted into a classification included in the bargaining unit (where an orientation is not conducted), the EMPLOYER shall permit the UNION to meet with those individuals for the purpose of informing employees about UNION membership and/or to distribute relevant materials, at times and dates to be determined by the EMPLOYER.

3) The EMPLOYER agrees to deduct UNION membership dues and initiation fees from the pay of those employees who individually request in writing that such deductions be made. Such requests shall be made on a UNION Payroll Deduction Authorization card, which the EMPLOYER will implement in a timely manner upon receipt.

4) Each employee and the UNION hereby authorize the EMPLOYER to rely upon and honor certifications by the Treasurer of the UNION regarding the amount to be deducted as union dues, initiations and assessments. The UNION shall notify the EMPLOYER of any changes within fifteen (15) days of such change.

5) Upon receipt of an authorization from the UNION, the EMPLOYER shall, pursuant to such authorization, deduct from the wages due said employee the sum specified in said authorization and remit the same to the UNION. The EMPLOYER will make its best effort to remit said payment electronically within ten (10) business 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.

6) An employee's dues deduction authorization shall remain in effect until expressly revoked, in writing, by the employee in accordance with the terms of the authorization. Employees shall notify the UNION of such revocation. The UNION shall notify the EMPLOYER in writing of such revocation, including the effective date of the cessation of payroll dues deductions. The EMPLOYER shall rely on the information provided by the UNION to cancel or change the employee's authorization. In the event the UNION modifies or otherwise changes the language in its dues deduction authorization card, the UNION shall notify the EMPLOYER within fifteen (15) days of the change.

7) The EMPLOYER agrees to allow voluntary contributions by bargaining unit members to the AFSCME PEOPLE committee. The EMPLOYER agrees to deduct such contributions through a regular payroll deduction from the bargaining unit employee paycheck. All contributions will be electronically forwarded monthly by the EMPLOYER to the AFSCME PEOPLE Treasurer and the EMPLOYER will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly electronic reporting of such contributions which will include the bargaining unit employees making such contribution and the amounts. The UNION acknowledges that these contributions are

voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit members may revoke their authorization to contribute to the PEOPLE Committee at any time by giving written notice to the EMPLOYER and the UNION.

8) The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, and the EMPLOYER's reasonable attorney's fees and costs for defending any and all actions brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

9) Should there be any legal ruling under which a provision of this Article becomes unlawful, the parties agree that such provision shall no longer be operative, and the parties will reopen negotiations over the provision in question.

7 - EMPLOYEE RIGHTS

A. The provisions of this Memorandum shall be applicable to all Employees in the "meet and discuss" unit, regardless of UNION membership.

B. Employees covered by this Memorandum shall have the right to examine their personnel file once per calendar year upon written request. This limitation 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 add, change or remove any documents. 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 personnel 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 and performance evaluations.

C. A UNION representative may review the personnel file of an employee in the unit with the employee's written authorization indicating the purpose of the review. A union representative's rights are no more extensive than an employee's and the procedural requirements of the employer apply.

D. 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. Such response shall be made a permanent part of the file.

E. The EMPLOYER shall not be required to provide documents concerning medical records, ongoing criminal investigations, documents prepared for dvii, criminal or grievance procedure hearing, and/or letters of reference.

8 - UNION REPRESENTATION

A. The employees in the unit may be represented for purposes of grievance adjustment by UNION representatives as specified in the grievance procedure. The EMPLOYER will recognize three (3) total stewards for this purpose – the jurisdictional area(s) of responsibility to be determined by the UNION.

B. The names of the Stewards shall be given in writing by the UNION to the EMPLOYER at the time of their taking office. The UNION shall promptly notify the EMPLOYER thereafter, in writing, relative to any change in designed Stewards.

C. Stewards will be permitted reasonable time off without loss of time to investigate and process grievances. Stewards must request and obtain the approval of their supervisor for said time off. Approval shall be granted at such time and manner so as not to interfere with or disrupt the EMPLOYER's regular operations.

D. In the event of layoff or recall, Stewards shall have superseniority such that all employees in the classification in the layoff unit must be laid off before a Steward(s) shall be eligible for layoff.

E. Stewards shall not be transferred without the authorization of the Department Head. A notice of said transfer shall be provided to the UNION.

F. The EMPLOYER shall notify the UNION of the results of any classification or compensation review for classifications within the bargaining unit and shall not implement any change that might result from said review(s) until the UNION has had an opportunity to respond and comment. The EMPLOYER may implement the intended change(s) thirty days after the date of said notification to the UNION.

G. The EMPLOYER shall provide the UNION with a monthly list of information regarding bargaining unit employees. The information shall include employee names, addresses, titles, work locations and dues status.

H. The EMPLOYER shall provide the UNION with a copy of employment opportunity notices for bargaining unit positions at the same time as it makes general distribution of those notices on the EMPLOYER's Portal.

9 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the unit against the EMPLOYER regarding the interpretation or application of this Memorandum.

In processing any grievance, this 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 issues applicable to employees in more than one work unit shag 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 or designated management representative due to illness or scheduled leave. The time limits may be extended for other reasons only by the written mutual consent of the Local President and the Executive Vice President of Human Resources or his/her designee.

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

STEP I

Any Employee claiming a grievance may directly, or through a Steward discuss and attempt to resolve the grievance in a meeting specifically for that purpose with his/her immediate supervisor. Such discussion shall occur within five working days after the occurrence giving rise to the grievance or within five (5) working days after the Employee knew or should have known of the event giving rise to the grievance. The EMPLOYER shall respond either verbally or in writing to the grievant and/or Steward within five (5) working days after the meeting or discussion held to resolve the grievance.

STEP II

If the grievance is not satisfactorily resolved informally within five (5) working days after its presentation as described in Step 1, it may be submitted in writing by a Steward or an appropriate UNION Representative to the Department Director for resolution. The written grievance shall be submitted within five (5) working days of the Step I answer or its due date and, it shall contain the specifics of the grievance including the allegation, the applicable section of the Memorandum, and, the remedy sought. Should the grievance result from notification of the termination, the Employee affected and/or the UNION shall initiate the grievance at the Step II level. A meeting shall be held between the Department Director or designee and the appropriate UNION Representative including the grievant to attempt to resolve the grievance. The Department Director shall provide a written reply within five (5) working days after the meeting or discussion held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance shall be referred to Step III.

STEP III

If the grievance is not satisfactorily resolved by the Step II answer or its due date, it may be referred by a UNION Representative, within five (5) working days of that due date, to the Executive Vice President of Human Resources or his/her designee and appropriate UNION Representative, including the grievant if requested by the UNION to attempt to resolve the grievance. A meeting shall be held between the Executive Vice President or his/her designee and appropriate UNION Representative, including the grievant to attempt to resolve the grievance. The Executive Vice President of Human Resources or his/her designee shall provide a written reply within ten (10) working days after the meeting held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance may be referred to Step IV.

STEP IV

Any unresolved grievance which has been fully processed through Step III may be submitted for resolution by the UNION to the Executive Director or his/her designee who shall take whatever action he/she deems appropriate to address the grievance. Such submission by the UNION must be made within ten (10) working days of the Employer's Step III answer or its due date. The decision of the Executive Director or his/her designee shall be final.

Bargaining unit members shall be entitled to arbitration of discharges, but only where the discharge involves a Class IV Major Infraction as defined by the EMPLOYER's Human Resources Manual of Policies and Procedures. Bargaining unit members shall not be entitled to arbitration of discharges for any other reasons, including but not limited to at-will terminations or layoffs.

Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the EMPLOYER and the UNION shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this Memorandum agreed upon by the EMPLOYER and the UNION shall be final and binding upon all Employees and upon any person affected thereby.

Authority of Arbitrator

The arbitrator will make findings and render a decision to resolve the grievance. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Memorandum.

Effect of Decision

The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION and the Employees covered by this Memorandum.

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented in its presentation at Step II of this procedure. All claims for back wages shall be limited to the amount agreed to by the EMPLOYER and the UNION or ordered by an arbitrator, as the case may be, less any Unemployment Compensation, Workers Compensation, or compensation from other full-time employment substituted for employment under this Memorandum.

Expenses

The expenses of filing for arbitration, any room fee, and the arbitrator's fee shall be borne equally by the parties.

10 - NON-DISCRIMINATION

The EMPLOYER shall not discriminate against any employee in the unit on the basis race, religion, creed, color, sex, sexual preference, age, national origin, union affiliation, or, disability as defined in the Americans with Disabilities Act of 1990 and the Federal Rehabilitation Act of 1973.

11 - PROBATIONARY PERIOD

A. Employees who are newly appointed or promoted shall serve a probation period of six (6) months while the probation period for employees reinstated from resignation or retirement shall be three (3) months. Obtaining 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's performance, conduct and/or work habits are not satisfactory, the EMPLOYER, at its sole discretion, can determine that the Employee be discharged in the case of newly appointed or reinstated Employee, or, restored to his/her former position in the case of a newly promoted Employee.

C. The decision of the EMPLOYER to reject an Employee for continued employment in a class for which the Employee is serving a probation period shall not, under any circumstances, be subject to review or consideration under the grievance procedure contained herein.

D. Whenever a probationary Employee is absent from work for any of the reasons listed below for an aggregate period of more than five (5) working days, the EMPLOYER may extend the Employee's probationary period for a period of time equal to the length of the absence:

1. Illness
2. Military Leave
3. Approved Leave Without Pay
4. Any combination of the above that exceeds the prescribed time limit

12 - PERFORMANCE EVALUATION

Each Employee serving a probationary period shall receive at least one written performance evaluation during their probationary period. Each permanent Employee shall receive an annual written performance evaluation. The Employee shall receive a copy of their annual performance evaluation on or before their salary adjustment date and said evaluation shall be reviewed by the immediate supervisor with the Employee.

In the event the overall rating on a performance evaluation results in a bargaining unit member being denied a salary step progression to which he/she would otherwise have been entitled, the performance evaluation may be grieved through Step III of the grievance process.

No unsatisfactory performance evaluation report issued more than 18 months earlier shall be used or relied upon as a basis to deny a step increase.

Special performance ratings may be prepared during the course of the year in the event that there is a significant change in an Employee's level of work performance. Such special performance evaluations shall not occur less than ninety (90) days from the date of any other performance evaluation report.

Performance evaluation reports shall be considered as performance counseling tools. As such, performance evaluation reports shall not constitute disciplinary action and shall not be grievable, except as provided in Paragraph 2 of this Article. In acknowledging that performance evaluations are not grievable, the UNION is not assenting to the factual correctness of the manager assessment nor do the parties intend to prejudice the UNIONs ability to raise a defense in any disciplinary action which relies upon said evaluation.

13 - DISCIPLINE AND DISCHARGE

A. The EMPLOYER has the right to discipline and/or discharge employees for just cause.

B. The EMPLOYER agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed.

C. Any Employee who is requested to appear before another management representative of the EMPLOYER for an investigatory meeting for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to arise shall have the opportunity to UNION representation upon request of said employee.

D. Should an instance occur or situation arise in which the EMPLOYER concludes that discipline is warranted, the following general procedures shall apply:

1. Except in the case of counseling and verbal warnings, the Employee shall be provided a written notice of the discipline or intended discipline. The notice shall include the offense for which discipline is intended, the type and duration of the discipline, and, the intended effective date(s) of the discipline. A copy of the notice shall be sent to the UNION.

2. Counseling, verbal warnings and written warnings shall be given when and as needed.

3. Where the EMPLOYER determined that a disciplinary situation does not warrant immediate suspension and/or discharge, the Employee shall receive a written notification of the discipline as set forth in paragraph D-1 above and, that intended discipline shall be scheduled to occur no sooner than ten (10) working days from the date of the written notice. This period may be used by the Employee to grieve the matter if he/she so desires. If a grievance is filed, the discipline shall be held in abeyance while it is being pursued through and including Step III of the procedure.

4. Where the EMPLOYER determines that a disciplinary situation warrants immediate suspension and/or discharge or for an offense of a continuing nature for which discharge is the intended action, the Employee shall receive a written notification as set forth in paragraph D-1 above as soon as it is prepared and available, in situations where the intended discipline is discharge, the Employee shall receive a ten (10) day suspension and notice of the intent to discharge him/her. The discharge shall be effective at the end of the period unless a grievance is filed during said ten (10) day period in which case the suspension shall continue in effect and the discharge shall not become effective until Step III of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.

14 - HOURS OF WORK

A. The workweek for full-time employees in the bargaining unit shall be five (5) consecutive days of eight and a half (8.5) hours per day (including a one (1)-hour lunch period, half of which is paid), at times and/or days determined by the EMPLOYER.

B. Each employee shall be advised of his/her assigned work schedule and shall be required to adhere to it.

C. Nothing contained in this Memorandum shall be constituted as preventing the EMPLOYER from restructuring the normal work day and work week for the purpose of promoting efficiency. When such a change is required, the employee shall be provided with five (5) days prior notice except in the case of an emergency that does not permit said notice.

15 - OVERTIME

For full-time employees, overtime pay shall be computed as follows:

A. Any time required to be worked after completion of an 8-hour day shall be paid in cash compensation at the rate of time and one-half of base.

B. Any time required to be worked on the 6th or 7th consecutive day of an employee's work week shall be paid in cash compensation at the rate of time and one-half of base pay rate.

C. Any time worked on the seventh day of employee's workweek shall be paid in cash compensation at the rate of double time of the base pay rate.

D. An employee who completes eight hours of work and is called back to work after leaving the EMPLOYER will be guaranteed a minimum of four hours pay at time and one-half of the employee's base rate of pay except that if the hours worked are immediately prior to and abut to the employee's next scheduled work day, the employee shall receive time and one-half of the employee's base pay rate for the time actually worked as set forth in paragraph A above.

E. When the Executive Director declares that the entire EMPLOYER shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular day's pay that employees receive through not reporting to work due to emergency, employees who are called in (or who report and are authorized to work) shall receive time and

one-half the employee's base pay rate for all hours actually worked. Employees who receive overtime under this provision shall be paid for at least three hours.

16 - WAGES

A. Bargaining Unit members shall receive the following increases throughout the term of the Agreement:

2. **Following ratification of this Agreement, each bargaining unit member employed by the EMPLOYER as of the date the Agreement has been ratified by both parties shall receive a one-time, lump sum bonus payment equal to three percent (3%) of their base annualized rate, but no less than the equivalent of \$1.00 for the employee's standard annual base hours (i.e. \$1,040.00 for an employee whose schedule is 20 hours per week; \$1,820.00 for an employee whose schedule is 35 hours per week; \$2,080.00 for an employee whose schedule is 40 hours per week).**

3. **Effective April 1, 2020, the base rate for all classifications covered by this Agreement shall be increased by three percent (3%), but not less than the equivalent of \$0.85 for the employee's standard annual base hours, plus a \$200.00 lump sum bonus.**

4. **Effective April 1, 2021, the base rate for all classifications covered by this Agreement shall be increased by three percent (3%), but not less than the equivalent of \$0.85 for the employee's standard annual base hours, plus a \$200.00 lump sum bonus.**

B. Employees in the unit shall receive a longevity payment in the amount of four hundred dollars (\$400.00) for each five (5) complete years of continuous service with the EMPLOYER. This payment shall be made on a proportionate basis in each weekly paycheck.

C. Employees shall advance from a pay step on the range for their class to the next higher pay step in that range by way of annual pay step increases which are based on the Employee performing at least at the Satisfactory level. Pay step increases shall be effective at the beginning of the next pay period following the Employee's salary anniversary date and not more than one pay step increase will be granted in any twelve month period. Pay step increases cannot be given to an Employee who is compensated at the maximum pay step for their class. If an employee does not receive a current annual performance evaluation within sixty (60) days after his/her anniversary date, any pay step increase to which the employee is otherwise entitled as a result of length of service shall be processed retroactive to said anniversary date. Receipt of said pay step increase, however, shall not create a presumption of satisfactory performance nor shall the Employee become ineligible for said increase if his/her performance for that period is subsequently rated Unsatisfactory.

D. A wage schedule is attached to this Memorandum as Exhibit A.

17 - EMERGENCY RESPONSE CALL TIME

Any employee who is requested to work outside of their normally scheduled shift but does not physically report for work, including working remotely via telephone, shall be paid

straight-time for their hours worked. Employees shall record this time in 15-minute increments, rounded up, and submit the appropriate paperwork in order to be compensated.

18 - WORKING OUT OF CLASS

A. When an employee is assigned to work in a classification other than the one to which he/she is appointed and the pay rate for that classification is the same or lower than the rate of his/her permanent classification, the employee shall continue to be paid at his/her current rate of compensation.

B. When an employee is assigned to work in a higher classification for other than training purposes, said employee shall be paid after the first two (2) hours of such work in any work day at the appropriate rate for the higher class for all hours actually worked in the higher class. Assignment to a higher classification must be authorized in writing by a Department Director or equivalent and must involve the performance of all or substantial portion of the essential duties of the higher class. The performance of minimal, incidental or minor tasks shall not constitute such an assignment.

C. When an Employee is 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 an increase in an amount not less than would be provided by an upward adjustment of one 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.

19 - MEDICAL INSURANCE

A. Each permanent, full-time employee in the bargaining unit shall be entitled to health insurance coverage, including family coverage for his/her eligible spouse and dependent children (up to 26 years of age), under one of the following health insurance plans ("Tier 1 Plans"):

1. Independence Blue Cross Personal Choice (PPO 10 Plan)
2. Keystone Health Plan East (HMO 5 Plan)

B. EMPLOYER shall also offer an alternative HMO and PPO plan – HMO 15 and PPO 15 – to bargaining unit employees ("Tier 2" plans).

C. Regardless whether enrolled in a Tier 1 or Tier 2 plan, EMPLOYER shall make the same premium contribution for the plan, as set forth in this paragraph, and an employee enrolled in one of those plans will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction. EMPLOYER's premium contribution for a Tier 1 or Tier 2 HMO plan will be 90% of the premium for the HMO 5 Plan with prescription coverage, and EMPLOYER's premium contribution for a Tier 1 or Tier 2 PPO plan will be 80% of the PPO 10 Plan with prescription coverage.

D. The EMPLOYER shall be permitted to offer or choose not to offer additional health insurance plans ("Tier 3" plans) to bargaining unit employees. EMPLOYER shall have the right to design, offer, modify, or terminate any Tier 3 plan(s), in its discretion, including modifications to the plan design and premium-sharing arrangements. EMPLOYER shall provide the UNION with 30 calendar days' notice of any such change, but implementation of changes shall not be delayed. EMPLOYER's decision to offer Tier 3 plan options to bargaining unit employees shall not be construed as a conferred benefit or past practice that obligates the EMPLOYER to continue to provide Tier 3 plan options.

E. In addition to the health plans described above, dental and optical coverage shall also be provided to bargaining unit employees and their eligible spouses and dependents (as defined in Paragraph A. EMPLOYER will pay 90% of the premium for dental and optical coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

F. PHA reserves the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier.

G. PHA reserves the right to reopen the Collective Bargaining Memorandum in order to address and renegotiate any issues raised under the Affordable Care Act.

H. An employee who is covered by a substantially similar health insurance plan may opt out of coverage under one of the plans provided by the EMPLOYER. If employee opts out of the PHA plans, he or she shall receive one hundred thirty dollars (\$130.00) per month which shall be payable in a separate check or separately taxed in a check with wages.

20 - LIFE INSURANCE

A. The EMPLOYER shall provide life insurance coverage to regular full-time employees in an amount equal to 1.5 times the employee's salary.

B. EMPLOYER will pay 90% of the premium for the coverage, and employees will pay the balance of the premium, with this premium sharing subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER. This benefit will be taxable to the employee in accordance with the law.

C. The EMPLOYER shall provide, at no cost to the employee, a three thousand (\$3,000) dollar death benefit for those full-time employees who retire from the EMPLOYER with thirty (30) years of service or who retire at age sixty-five (65) with at least ten (10) years of continuous service.

D. Effective June 1, 2000 the death benefit referenced herein shall be increased to \$10,000 for employees who retire on or after June 1, 2000.

21 - PENSION AND RETIREMENT

A. The Pension Plan applicable to the unit covered by this Memorandum is described in full in the Plan document on file in the Human Resources Department. The Pension Plan shall

remain in effect during the term of this Memorandum except as may be modified by the EMPLOYER after discussion with the UNION.

B. All employees occupying permanent positions in the unit shall be required to be members of and contribute to the EMPLOYER's pension plan. Said employees shall be covered by the aforementioned plan and shall be entitled to the benefits contained therein as they presently exist or as they may be modified by the EMPLOYER.

C. Effective April 30, 2011, the DB Plan benefit is frozen. The DB Plan is amended to prohibit withdrawal of employee contributions. The DB Plan is amended to provide that for employees terminating on or after December 31, 2010, the definition of Average Earnings shall be the average rate of earnings on three (3) consecutive November 1st's ending November 1, 2007. For more information on the frozen DB Plan, see Appendix B to this Consolidated Memorandum

D. Effective May 1, 2011, bargaining unit members shall be enrolled in the EMPLOYER's DC Plan.

E. Effective January 1, 2013, the EMPLOYER will contribute into the DC Plan 5.5% of employee's current rate of pay.

F. EMPLOYER will commit to funding of unfunded value of vested DB Plan benefits based on the actuarial value of plan assets as of November 1, 2010 pursuant to a twenty (20) year amortization schedule. In addition, any gains or losses resulting from differences from plan experience in actuarial assumptions after November 1, 2010 would be amortized pursuant to a twenty (20) year amortization schedule.

G. Effective January 1, 2011, pensions for people who already retired from active employment on or after November 1, 2009, shall have their pension recalculated prospectively using a three (3) year average pay ending November 1, 2007.

H. Identified regular part-time employees shall be eligible to enroll in the new pension plan.

I. The conditions, provisions and benefits of the plan are applicable to members of the unit as they currently exist or as they may be modified by the EMPLOYER.

J. Any dispute regarding the interpretation or application of the conditions, provisions and/or benefits of the pension plan as they affect employees are grievable under this Memorandum, however, any and all matters related to the administration or operation of the Plan by either the EMPLOYER, the Board of Trustees, the Plan Administrator or their agents are not.

22 - DEFERRED COMPENSATION PROGRAM

The EMPLOYER will permit employees in the unit to participate in the EMPLOYER's deferred compensation program. However, the conditions, provisions, benefits and methods of operation of the program are not covered by this Memorandum and are not grievable.

23 - AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the EMPLOYER, shall receive an allowance equal to the current IRS rate for each mile of such travel provided that the employee uses the most efficient route(s) of travel in the performance of that duty. This shall not include reimbursement for travel to or from the employee's home and work unit location.

B. Employees who are regularly required to use their personal automobile for the performance of EMPLOYER business shall be required to provide the EMPLOYER with satisfactory proof of the appropriate levels of liability, comprehensive, and collision insurance which specifies for business use in order to be eligible for the above referenced mileage reimbursement.

24 - LEGAL SERVICES FUND

A. Effective January 1, 1997, the Employer contribution to the UNION Group Legal Services Fund shall be \$7.00 per month for all full-time Employees within the Bargaining Unit. Said contributions shall be payable for all eligible Employees employed during the first pay period of the month.

B. The Employer agrees to submit a separate check to the UNION for the total amount of its contribution and will make its best efforts to submit the check within ten (10) working days after the date that the Employees receive wages and salaries covering the period for which the contributions are being made. Along with the check, the Employer agrees to provide a list of the names of each Employee for whom contributions are being made.

C. It is understood that said Fund shall:

1. Provide quality legal services to all Employees of the Bargaining Unit and their dependents in a manner which is designed to ensure a high degree of legal competence and service.

2. Operate in an economically sound manner.

3. Not be used for the institution of legal proceedings against the EMPLOYER or its duly authorized officials.

4. Not be used for the institution of any legal proceedings against the American Federal of State, County and Municipal Employees, AFL-CIO, District Council 47, or Local 2186, or any of their officers, Employees, agents or representatives thereof.

5. 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.

6. Provide the EMPLOYER with an annual audit report of the operations of the Fund as it applies to the EMPLOYER's contributions and services to eligible Employees. Said report shall be prepared by an independent Certified Public Accountant and shall be submitted to the EMPLOYER each year within ninety days of the close of the Fund's fiscal year.

25 - LAYOFF

1) Layoffs may occur if necessitated because of lack of funds, lack of work, or reorganization resulting in the abolition of a position or positions, but not without informing the UNION. When layoffs are necessary, it shall occur in accordance with the following procedures:

1. In the event of layoffs, the EMPLOYER agrees to discuss the matter with the UNION prior to the institution of layoffs so as to allow for the consideration of alternatives.

2. The layoff unit for employees in the bargaining unit shall be EMPLOYER -wide, department-wide, program-wide, or, grant-wide at the discretion of the EMPLOYER.

3. Within each job classification in which layoffs occur in the layoff unit, the order of layoff shall be emergency employees, temporary employees, provisional employees and permanent employees. For purposes of determining the employee's status with regard to order of layoff, employees serving probationary periods shall be considered permanent.

4. Among permanent employees, layoffs shall occur within each job classification affected, in the layoff unit on the basis of satisfactory work performance. Employees with unsatisfactory work performance shall be laid off first. In the event of further layoff, after unsatisfactory job performance, EMPLOYER may consider (a) the last two years of performance evaluations in the employee's classification and (b) the last two years of disciplinary history if the discipline is equivalent to at least a Class III infraction, when selecting employees for layoff. If performance evaluations and disciplinary history are equal, seniority in the classification shall prevail.

5. For the purposes of layoff, an employee's seniority shall be calculated and defined as their most recent date of hire followed by continuous service with the EMPLOYER.

6. Employees scheduled to be laid off shall be notified in writing at least two weeks prior to the effective date of the layoff unless an extraordinary emergency precludes said notice.

7. In the event of a layoff, an appropriate layoff list shall be established for each job classification affected within the designated layoff unit.

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.

9. Appointments to positions in classifications affected by layoff shall be made from recall lists before any other type of appointment is made and the recall lists shall remain in effect

for a period of one (1) year from the effective date of the layoff or until they are exhausted. Recall lists shall be established in the inverse order as the layoff list, except that employees with unsatisfactory performance shall be excluded from the list and shall have no right to recall.

10. Recalled employees return to work with the same seniority, performance record, and disciplinary record, as if there was no break in service.

2) In the event an employee is laid off under Article 25.A.4 by seniority, because performance evaluations and disciplinary history are equal, the employees displaced by layoff may have the opportunity to demote to a lower level position in the bargaining unit in accordance with the following:

1. The affected employee has the right to elect a demotion in lieu of layoff to a position within the layoff unit that is:

b. a position in the next lower class in the same line of work as the class of layoff; or, a position in a class previously held by the Employee; or,

c. another position, with a lower pay range deemed appropriate by the EMPLOYER.

2. If positions in a class are filled, then an employee displaced as a result of election of demotion in lieu of layoff shall displace an incumbent based on seniority and satisfactory work performance; the higher ranking employee displacing the lower ranking incumbent.

3. If, as a result of the election of demotion in lieu of layoff by one employee, another employee with lesser seniority is displaced, he or she shall be placed on an appropriate layoff list and he or she shall have, in turn, the same right to elect a demotion in lieu of layoff.

4. In order to be considered for a demotion in lieu of layoff, an employee must notify the EMPLOYER, in writing, of such election no later than five (5) working days after receiving a notice of layoff.

5. Employees who demote to a lower level position under the provisions of Paragraph B of this Article shall retain their right to recall to the higher position from which the layoff occurred as provided for in Paragraph A.9 of this Article.

26 - VACATION LEAVE

A. Vacation leave shall be earned by full-time employees on a monthly basis for each calendar month worked as follows:

Years of Completed Service	Days Accrued Per Month	Accumulated Accrual
5 full years of service or less	5/6 day	10 days
More than 5 but less than 10 full years of service	1¼ day	15 days

More than 10 but less than 20 full years of service	12/3 day	20 days
More than 20 full years of service	2 1/12 days	25 days

Employees shall earn vacation on a monthly basis and shall receive credit for each month that they are in paid status for the majority of days within that calendar month.

B. Full-time employees may carry over up to seventy-five (75) days of accrued, unused vacation leave from one calendar year to the next during the term of this Memorandum.

C. **New Hires.** Vacation for new hires accrues during the probationary period. If hired on the 1st to 15th of the month, the first accrual will occur on the 15th of the month of hire; if hired on the 16th to 31st of the month, the first accrual will occur on the 15th of the month following hire. Vacation time accrued during the probationary period is available for use after thirty (30) calendar days of employment. If an employee is terminated during the probationary period, he/she will be paid for accrued and unused vacation only if employed at least thirty (30) calendar days.

D. An employee who separates from employment shall be paid for unused accumulated vacation leave providing he/she has satisfactorily completed his/her probationary period. He/she shall be paid for unused vacation time at his/her rate of pay at the time of separation.

27 - HOLIDAYS

A. The following shall be recognized as paid holidays:

- New Year's Day (Observed)
- Martin Luther King's Birthday (Observed)
- President's Day (Observed)
- Good Friday
- Memorial Day (Observed)
- Independence Day
- Labor Day
- Columbus Day (Observed)
- Veteran's Day (Observed)
- Thanksgiving Day
- Christmas Day (Observed)

B. Holidays falling on a Saturday shall be observed on a Friday and holidays on a Sunday shall be observed on Monday. When a holiday occurs on an employee's regularly scheduled day off, the EMPLOYER will schedule the holiday on the scheduled workday either immediately before or immediately after the holiday.

C. In the event an employee is required to work on a holiday, the employee shall receive holiday pay plus time and one-half of base pay for all hours worked on said holiday.

D. An employee must be in pay status on the day preceding and the day following a holiday in order to qualify for holiday pay.

28 - PERSONAL LEAVE

Each permanent full-time employee in the unit shall be entitled to four (4) personal leave days per calendar year. No more than one of these personal leave days can be taken in any three-month period. Personal leave days do not accrue and cannot be carried over to the next three-month period. Unused personal leave days in a particular year cannot be carried over to the next year; also, unused personal leave days are not compensable at the time of separation. Personal leave days may only be taken with the approval of the employee's supervisor and said approval shall not be unreasonably withheld.

29 - SICK LEAVE

A. Sick leave shall be earned by full-time employees at the rate of one and one-quarter (1¼) days per month. No employee may use such sick leave during the initial thirty (30) day probationary period of employment.

B. Upon normal retirement, which is defined for purposes of this benefit as:

1. 30 years of service with the EMPLOYER, regardless of age; or,
2. At least 10 years of service with the EMPLOYER and at least age 62; all accumulated unused sick leave shall be compensated at the rate of thirty-five percent (35%) of the employee's last rate of pay.

When an active employee eligible for retirement as defined above dies, his/her estate shall receive the thirty-five (35%) sick leave payout.

C. Each full-time employee may convert two (2) accumulated sick days into 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 who wish to convert to sick leave under this provision shall inform their Unit Timekeeper, in writing, of their conversion of earned but unused sick days during the last fifteen (15) calendar days of March, June, September and December of each year. Conversion of sick leave to vacation may only be accomplished during the above stated periods of time.

D. Employees who call in and request sick leave beyond three (3) consecutive days must provide the Human Resources Department with a doctor's certificate that verifies illness. The doctor's certificate must contain the date the employee consulted the doctor and the employee's return to work date. Failure to provide medical certification for sick leave absences beyond three (3) days may result in non-payment of the employee's request for sick leave pay.

E. Family Sick Leave. Employees may use five (5) consecutive days of sick leave per calendar year to care for a qualifying family member, as defined by the FMLA. "Qualifying Family Member" under the FMLA means a son, daughter, parent, or spouse of the employee. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a child for whom an employee has legal custody, or a child of a person standing in loco parentis. The child must be either under age 18, or older if the child is incapable of self-care because of mental or physical disability. A "spouse" means a husband or wife as defined or recognized under Pennsylvania law. A "parent" means a biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child under 18 or incapable of self-care. Parent does not include "parents-in-law."

30 - BEREAVEMENT LEAVE

Consistent with the EMPLOYER's bereavement leave policy (except as modified herein), if a death occurs among members of the employee's immediate family, the employee will be granted up to four (4) bereavement leave days. The "immediate family" is defined as wife, husband, life partner, daughter, son, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandchild, step-parents, step-children, step-siblings, and relatives who reside in the same household as the employee.

If a death occurs among other relatives of the employee, the employee will be granted one (1) bereavement leave day. "Other relatives" for the purposes of this Article are defined as brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and first cousin.

31 - JURY DUTY

The EMPLOYER agrees that each full time Employee shall be entitled to leave with pay when summoned to be considered for or to serve on jury duty provided the Employee provides the EMPLOYER with a copy of the notice for jury duty and provided the Employee remits to the EMPLOYER any fees received by the Employee for said Jury Duty.

32 - COURT APPEARANCES

A. When an employee in the unit is required by the EMPLOYER to appear in court on behalf of the EMPLOYER, the employee will do so without loss of time or pay.

B. When an employee wishes to or is required to appear in any court for any other purpose including private and personal matters, their absence from work will be excused provided that the employee submits acceptable documentation of the need for said absence. When an absence is approved under such circumstances, the employee shall be required to use accumulated personal, vacation, or compensatory leave, or a leave of absence without pay in that order.

33 - MEDICAL LEAVE OF ABSENCE

Entitlement to medical leave shall be governed by the EMPLOYER's Family and Medical Leave Policy and Medical Leave of Absence Policy set forth in the Employee Handbook.

During the medical leave of absence, without pay, the EMPLOYER shall continue the life insurance coverage and medical insurance and prescription insurance coverage provided for such an employee under this Memorandum.

34 - WORKER'S COMPENSATION/INJURY ON DUTY (IOD)

Worker's Compensation and IOD leave shall be governed by the EMPLOYER's Job Related Injuries Policy set forth in the Employee Handbook, but within the limitations of Article 37 Use of Leave. Employees are responsible for reporting injuries sustained on the job to their supervisor within 48 hours of the time the employee knew or should have known of the injury. Failure to report a job-related injury in accordance with the State Worker's Compensation Act may result in delayed or non-payment of benefits.

Employees assigned to light duty work as a result of a work-related injury shall be assigned consecutive days off if the employee has consecutive days off on his/her regular shift.

35 - PERSONAL LEAVE WITHOUT COMPENSATION

Entitlement to personal leave without compensation shall be governed by the EMPLOYER's Personal Leave of Absence policy set forth in the Employee Handbook. This policy may be changed by the EMPLOYER from time to time with notice to the Union. The EMPLOYER shall have the unlimited right to hire temporary employees for the full duration necessary to fill in for employees on such leave.

36 - LEAVE OF ABSENCE FOR UNION REPRESENTATIVES

Upon receipt of written advance notice, EMPLOYER shall permit UNION representatives to attend UNION sponsored conferences and conventions for up to five (5) days each per contract year. The representative may take the time without pay or with pay using accumulated vacation.

37 - USE OF LEAVE

Employees are entitled to various types of leave under this Memorandum, and/or EMPLOYER policy, including but not limited to sick, vacation, injured on duty, FMLA, personal, medical, worker's compensation, etc. Employees may not use combinations of any leave for which they qualify to allow for absences from work in excess of one (1) year. After the one (1) year period has expired, employees shall be either: (a) required to return to work, if medically cleared to return or (b) separated from employment. Consistent with applicable law, unless the EMPLOYER and the employee otherwise agree in writing, any leave for which employees qualify shall run concurrently and may expire prior to the one (1) year period, at

which time employees will be required to return to work. Leaves will be paid or unpaid as specified in the Memorandum or policy.

38 - PROMOTIONS

A. Promotions within the bargaining unit shall be awarded to the most qualified candidate based on the EMPLOYER's assessment of the last two years of performance evaluations in the employee's classification, the last two years of disciplinary history, and interview(s) of candidates, in addition to fitness and ability. Among equally qualified candidates, seniority shall prevail.

B. For purposes of promotion, seniority shall be defined as the employee's most recent date of appointment to the EMPLOYER.

C. All promotional opportunities for positions covered by this agreement shall be posted for at least fifteen (15) calendar days electronically on the EMPLOYER's Portal.

39 - JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee comprised of no more than two (2) "meet and discuss" unit employees representing the UNION and two (2) representatives of management shall meet quarterly at mutually agreeable times and places to discuss labor management issues of mutual concern. Either party may bring an additional attendee to a meeting when that person's attendance is required to make a presentation, provide information, or respond to the committee. The parties may exchange proposed meeting agenda items prior to each meeting.

The UNION shall notify the EMPLOYER within thirty (30) days of the effective date of this Memorandum as to the identity of its employee representatives, and shall notify the Employer at least seven (7) days prior to any scheduled meeting of any change in its representatives. The employees serving on this Joint Labor Management Committee shall attend official meetings which are conducted during normal business hours without loss of time or pay.

No action, discussion or recommendation shall be considered a usurpation of the "meet and discuss" responsibilities of the parties, and this joint committee is not authorized to revise or modify this Memorandum. Nor are the committees' meetings to be considered to be substitute for considered substitute for the grievance procedure.

The parties shall meet to develop a Labor Management Committees' schedule.

40 - TUITION REIMBURSEMENT

A. Each regular full-time employee who has been on the active payroll for more than one (1) year may apply for tuition reimbursement. An employee shall be granted tuition reimbursement up to Two Thousand (\$2,000.00) Dollars per fiscal year under the following conditions:

1. The employee makes a written request to the Human Resource Department to take the course and provides the following information: the employee's

name, job title and department; the course name; the educational institution offering the course; and a description of the course's content;

2. The employee obtains the prior approval of the EMPLOYER;

3. The course can reasonably be expected to add value to the EMPLOYER;

and

4. The employee passes the course.

B. Reimbursement to the employee will be made by the EMPLOYER after it receives written proof that the employee has passed the course(s). In no event shall an employee receive more than Two Thousand (\$2,000.00) Dollars in any fiscal year. The EMPLOYER shall promptly reimburse the employee.

C. The EMPLOYER shall respond to a request for approval within thirty (30) work days after the request is submitted in writing.

D. In the event the employee voluntarily leaves employment with the EMPLOYER within one (1) year after receipt of the tuition reimbursement, for the reasons other than job related disability or retirement as a result of disability, the employee shall repay, through deduction, the full amount of the reimbursement.

41 - SAFETY

A. The EMPLOYER shall be responsible for providing and maintaining safe working conditions while employees shall be responsible for performing their duties in a safe manner.

B. The EMPLOYER and the UNION will refer safety and related equipment matters that are not otherwise the direct subject of a grievance to the Joint Labor Management Committee.

42 - FUNDING

The parties recognize that the funding required to support the provisions of this Memorandum are provided for by either federal Congressional appropriation through the Department of Housing and Urban Development or through public or private social service grants. The parties further recognize that those funding entitlements and grants are subject to availability and established application, approval and budgetary procedures.

43 - DIRECT DEPOSIT

All employees shall receive their paychecks by direct deposit.

44 - SAVINGS CLAUSE

Should any part 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 part thereof, directly specified in the decision. Upon the issuance of any such decision, the parties shall, upon request of either, discuss a substitute, if possible, for the invalidated part thereof. All other portions of this Memorandum, and the Memorandum as a whole, shall continue without interruption for the term hereof.

Furthermore, notwithstanding any provision set out in this Memorandum, nothing in the Memorandum shall operate to limit the rights of the United States of America acting through the Department of Housing and Urban Development pursuant to its Annual Contributions Contract with the Philadelphia Housing EMPLOYER.

45 - 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.

46 - ACKNOWLEDGEMENT

The parties have engaged in a meet and discuss process and acknowledge that the foregoing Memorandum reflects the determinations of the EMPLOYER based upon said process.

FOR LOCAL 2186,
DISTRICT COUNCIL 47
AFSCME
AFL-CIO

FOR THE PHILADELPHIA HOUSING
AUTHORITY

EXHIBIT A

Job Title	Step	04/01/2019-03/31/2020		04/01/2020-03/31/2021		04/01/2021-03/31/2022	
		Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate
Bldg. Main. Superintendent I	1	\$30.73	\$63,921.73	\$31.65	\$65,839.38	\$32.60	\$67,814.56
Bldg. Main. Superintendent I	2	\$32.10	\$66,775.34	\$33.07	\$68,778.60	\$34.06	\$70,841.96
Bldg. Main. Superintendent I	3	\$33.48	\$69,629.24	\$34.48	\$71,718.11	\$35.51	\$73,869.66
Bldg. Main. Superintendent I	4	\$34.84	\$72,474.51	\$35.89	\$74,648.75	\$36.97	\$76,888.21
Bldg. Main. Superintendent II	1	\$33.53	\$69,743.86	\$34.54	\$71,836.18	\$35.57	\$73,991.26
Bldg. Main. Superintendent II	2	\$34.83	\$72,448.63	\$35.88	\$74,622.08	\$36.95	\$76,860.75
Bldg. Main. Superintendent II	3	\$36.13	\$75,155.61	\$37.22	\$77,410.28	\$38.33	\$79,732.59
Bldg. Main. Superintendent II	4	\$37.43	\$77,864.17	\$38.56	\$80,200.10	\$39.71	\$82,606.10
Bldg. Main. Superintendent III	1	\$36.16	\$75,204.87	\$37.24	\$77,461.01	\$38.36	\$79,784.84
Bldg. Main. Superintendent III	2	\$37.68	\$78,383.46	\$38.81	\$80,734.96	\$39.98	\$83,157.01
Bldg. Main. Superintendent III	3	\$39.21	\$81,555.95	\$40.39	\$84,002.62	\$41.60	\$86,522.70
Bldg. Main. Superintendent III	4	\$40.74	\$84,732.04	\$41.96	\$87,274.00	\$43.22	\$89,892.22
Supt Emerg & Non-routine Maint	1	\$36.16	\$75,204.87	\$37.24	\$77,461.01	\$38.36	\$79,784.84
Supt Emerg & Non-routine Maint	2	\$37.68	\$78,383.46	\$38.81	\$80,734.96	\$39.98	\$83,157.01
Supt Emerg & Non-routine Maint	3	\$39.21	\$81,555.95	\$40.39	\$84,002.62	\$41.60	\$86,522.70
Supt Emerg & Non-routine Maint	4	\$40.74	\$84,732.04	\$41.96	\$87,274.00	\$43.22	\$89,892.22
Supt Emerg & Non-Routine Roof	1	\$36.16	\$75,204.87	\$37.24	\$77,461.01	\$38.36	\$79,784.84
Supt Emerg & Non-Routine Roof	2	\$37.68	\$78,383.46	\$38.81	\$80,734.96	\$39.98	\$83,157.01
Supt Emerg & Non-Routine Roof	3	\$39.21	\$81,555.95	\$40.39	\$84,002.62	\$41.60	\$86,522.70

Supt Emerg & Non-Routine Roof	4	\$40.74	\$84,732.04	\$41.96	\$87,274.00	\$43.22	\$89,892.22
Utility Equipment Supervisor	1	\$33.53	\$69,743.86	\$34.54	\$71,836.18	\$35.57	\$73,991.26
Utility Equipment Supervisor	2	\$34.83	\$72,448.63	\$35.88	\$74,622.08	\$36.95	\$76,860.75
Utility Equipment Supervisor	3	\$36.13	\$75,155.61	\$37.22	\$77,410.28	\$38.33	\$79,732.59
Utility Equipment Supervisor	4	\$37.43	\$77,864.17	\$38.56	\$80,200.10	\$39.71	\$82,606.10