



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES

Thursday, December 17, 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 COVID-19 public health concerns and in accordance with PHA’s By-Laws that provide for remote participation, while respecting the goals and requirements of the Sunshine Act. The protocols for public participation, including opportunities to submit written or verbal comments and questions, were posted on the PHA website as of April 8, 2020, with directions for real-time public audio access for this meeting provided thereafter, as well.

The meeting was brought to order at approximately 3:03 p.m. by the Chair, Lynette Brown-Sow, who welcomed new Commissioner Ismail Shahid, as appointed by the Mayor and confirmed by City Council, who will be joining as a sitting Commissioner once he has completed his new Commissioner training. Introductions were made to the participating Commissioners and PHA staff.

Birthday congratulations and best wishes were then extended to Commissioners Camarda, Callahan, and Mayo, who have birthdays in December, as well as CEO Jeremiah.

Following a moment of silence to prepare for the work to be done at the meeting, the Chair conducted a roll call to verify the participation of the sitting Commissioners and establish that a quorum was present, which it was. All sitting Commissioners participated: the Chair, Vice-Chair Wetzel and Commissioners Callahan, Camarda, Coney, Mayo, Purnell, and Wise, with President & CEO (“CEO”) Kelvin A. Jeremiah and General Counsel and Board Secretary, Laurence M. Redican also participating.

The CEO reviewed the public comment procedure in place for the virtual meeting and made the following announcements:

1. New Commissioner Ismail Shahid was again welcomed and it was noted that the Board will be at its full complement of nine (9) members, with his addition.
2. HUD has awarded PHA twenty-three (23) vouchers, worth one hundred sixty-four thousand dollars (\$164,000) under the HUD-Veterans Affairs Supportive Housing Program.
3. The Pennsylvania Apartment Association awarded PHA the Best of Apartment Living Award for Nellie Reynolds Garden and Gladys B. Jacobs Manor; gold awards for Nellie Gardens and Gladys B. Jacobs, for overall community excellence; platinum awards for Sharswood Tower and Plymouth Hall for overall excellence; and a gold award for Sharswood Tower for maintenance care.
4. The City of Philadelphia is helping children, in grades K-12, get access to a free, reliable, high-speed internet connection through the PHLConnectED initiative, for which eligible students and families can sign up for Comcast’s Internet Essentials, or based on need, have access to a free T-Mobile MIFI hotspot.

5. PHA has partnered with the Philadelphia '76ers and the "Santa for a Day" organization to spread holiday cheer. One hundred fifty (150) children wrote letters to Santa with their holiday gift wishes, which will be fulfilled by the Philadelphia 76ers. Children from Bartram Village will also receive personalized jerseys, a one (1) day contract with the 76ers and other 76ers promotional items. Resident Program and Partnerships ("RPP") will also be reaching out to families with children who might not have written in for presents and might need holiday support.
6. In lieu of the Christmas tree lightings, which are not occurring this year due to the pandemic, RPP will distribute "grab and go" holiday meals to eighteen (18) senior sites.

The Employee of the Month award was awarded to Mark Burghezi, from Operations, for his exceptional contributions towards the peaceful and successful resolution of the encampment situations by PHA headquarters and on the Parkway, where his patience and skills were much-appreciated and very effective.

The Chair asked whether there were any corrections or amendments to the minutes of the Board meeting of November 19, 2020, as submitted. Hearing none, the minutes were accepted.

Seven (7) resolutions were presented and unanimously approved by all those participating in the discussion and vote.

Resolution 12126, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy – Office of General Counsel, to approve submission to the U.S. Department of Housing and Urban Development ("HUD") of PHA's Moving to Work ("MTW") Fiscal Year 2022 Annual Plan ("Plan"), which includes Rental Assistance Demonstration ("RAD") Significant Amendments for four (4) developments that are transfer of assistance sites and authorizes PHA to take all necessary steps to secure HUD approval and to implement the Plan, subject to receipt of adequate funding from HUD. Vice-Chair Wetzel, as Chair of the Policy & Planning Committee, to which the resolution was sent for review prior to presentation at the Board meeting, moved for its adoption. After a second and Vice Chair Wetzel noting that the committee had met, reviewed the resolution, and recommended it, with there being no public comment, (for which an opportunity was provided, as it was for all the resolutions, pursuant to the protocols regarding virtual meetings), the motion was unanimously approved, by roll call.

Resolution 12127, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy – Office of General Counsel, to approve submission to HUD of an Amendment to PHA's MTW Fiscal Year 2021 Annual Plan. Vice-Chair Wetzel, as Chair of the Policy & Planning Committee, to which the resolution was sent for review, moved for its adoption. After a second and Vice-Chair Wetzel noting that the amendment was especially appropriate given the pandemic, with there being no further discussion or public comment, the motion was unanimously approved, by roll call.

Resolution 12128, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President – Supply Chain Management ("EVP-SCM"), to authorize PHA to contract for roofing services with Clark Roofing Company, Milestone Construction Management, Inc. and Memis Roofing, LLC., in a total amount not to exceed four million eight hundred thousand dollars (\$4,800,000.00). Commissioner Callahan, as Chair of the Finance Committee, to which the resolution was sent for review prior to presentation at the Board meeting, moved for its adoption. After a second and Commissioner Callahan noting the importance of the work to be done under the proposed contracts, with there being no further or public comment, the motion was unanimously approved, by roll call.

Resolution 12129, attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract with CG Global Management Solutions, LLC, for elevator inspection services, in a total

amount not to exceed two hundred eighty thousand dollars (\$280,000.00). Commissioner Callahan, Chair of the Finance Committee, to which the resolution had been sent for review, moved for its adoption. Following a second and there being no discussion, the motion was unanimously approved, by roll call.

Resolution 12130, attached in Appendix 1, was presented by Laurence Redican, General Counsel, to authorize PHA to negotiate and finalize any and all documents necessary for PHA or its wholly-owned affiliate to acquire the 99.99% limited partnership interests in Mt. Olivet, LP and Tasker I, LP, the tax credit partnerships that own the Mt. Olivet and Tasker Phase I developments, respectively. The other .01% interest in each of the tax credit partnerships is currently owned by wholly-owned affiliates of PHA, each of which serves as the general partner in each such tax credit partnership. Approval for the Mt. Olivet acquisition is in an amount not to exceed eight hundred thirty-five thousand dollars (\$835,000.00) and the amount for the Tasker acquisition is not to exceed one million eight hundred sixty-five thousand dollars (\$1,865,000.00). Vice-Chair Wetzel, as Chair of the Policy & Planning Committee, to which the resolution was sent for review prior to presentation at the Board meeting, moved for its adoption. After a second and there being no discussion or public comment, the motion was unanimously approved, by roll call.

Before the presentation of **Resolution 12131**, attached in Appendix 1, Commissioner Mayo recused herself, with it being stated that the reason for the recusal was due to her being Chair of the Board of Mt. Vernon Manor CDC and that she had submitted a recusal memo for the same. Following her leaving the virtual meeting, Nicholas Dema, Executive Vice President- Planning and Development, presented the resolution, attached in Appendix 1, to authorize PHA to submit to HUD applications or amendment requests for the disposition of up to fourteen (14) properties, in order to create affordable housing and other community amenities. Vice-Chair Wetzel, as Chair of the Policy & Planning Committee, to which the resolution was sent for review prior to presentation at the Board meeting, moved for its adoption. Following a second, and discussion, the motion was unanimously approved by all those participating in the vote (all sitting Commissioners other than Commissioner Mayo), by roll call, and Commissioner Mayo returned to the meeting.

Resolution 12132, attached in Appendix 1, was presented by Joshua McQuoid, Assistant Vice President of Human Resources, to authorize PHA to execute a renewal Collective Bargaining Agreement (“CBA”) between PHA and the Fraternal Order of Housing Police (“FOHP”), which represents Housing Police Officers, Corporals, and Detectives. The parties have reached a tentative new three-year agreement to cover the period from April 1, 2019, through March 31, 2022. The proposed agreement provides for general wage increases and certain work rule changes. Commissioner Callahan, Chair of the Finance Committee, to which the resolution was sent for review, moved for its adoption. Following a second, there was discussion, which included three public comments, as received consistent with the procedures for such comment at the virtual meetings. The two received via email were read, one from Jordan Ostrum and one from Wiley Cunningham (attached in Appendix 2). A voicemail from Jennifer Bennetch was played. All suggested that the PHA police department (“PHAPD”) be disbanded. CEO Jeremiah responded to the comments by noting the constructive, significant, and appreciated role of the PHA Police Department, as seconded by Commissioner Coney, for safeguarding residents and PHA assets. He also noted that PHAPD provides services above the baseline of the Philadelphia Police Department, it serves scattered sites as well as consolidated developments, it has accountability (PHAPD was one of the first to require officers to wear body cams), following adoption of this resolution a public safety strategy initiative will be advanced, and that he has repeatedly provided comprehensive explanations and responses to such suggestions, although the same groups/individuals continue to reiterate a call to disband the PHAPD. Following this discussion, the motion was unanimously approved, by roll call, by all participating Commissioners (Commissioner Callahan had left the meeting).

The Public Comment Period began at approximately 3:45 p.m. Two comments were received in accordance with the procedures for public comment at virtual meetings, as published on PHA's website since April, and both were regarding concerns relating to PHA's performance under the agreement relating to the encampment that had been adjacent to the PHA headquarters on Ridge Avenue. The voicemail from Jennifer Bennetch was played and the email from Wiley Cunningham (attached in Appendix 2) was read. CEO Jeremiah addressed the concerns and they were discussed. CEO Jeremiah responded to the concerns raised by Ms. Bennetch, noting that the situation had been addressed and was due to a human error on the part of PHA, as had already been communicated to Ms. Bennetch. It was an internal PHA mistake that has been dealt with and it is hoped that it will not recur. In relation to the second comment, the email from Mr. Cunningham, CEO Jeremiah referred to his previous remarks and also reviewed, generally, what the situation is regarding rights of squatters in Philadelphia.

Following a motion to adjourn, as made by Commissioner Camarda, who also wished everyone happy holidays and a joyful New Year, the Chair announced that the next meeting would be January 21, 2021, wished everyone a safe holiday season, commended PHA staff on its efforts in 2020, and the meeting ended at approximately 4:20 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.¹
PHILADELPHIA, PA 19121
THURSDAY, DECEMBER 17, 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 Board Meeting held November 19, 2020, as distributed
- D. **New Business**
 - 1. **RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO SUBMIT ITS MOVING TO WORK ANNUAL PLAN ("PLAN") FOR FISCAL YEAR 2022, INCLUDING RENTAL ASSISTANCE DEMONSTRATION PROGRAM SIGNIFICANT AMENDMENTS, TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO UNDERTAKE ALL ACTIONS TO OBTAIN HUD APPROVAL AND IMPLEMENT THE PLAN**

Jennifer Ragen

- 2. **RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO SUBMIT A PROPOSED AMENDMENT TO ITS MOVING TO WORK ANNUAL PLAN ("PLAN") FOR FISCAL YEAR 2021 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO UNDERTAKE ALL ACTIONS TO OBTAIN HUD APPROVAL AND IMPLEMENT THE PLAN, AS AMENDED**

Jennifer Ragen

- 3. **RESOLUTION AUTHORIZING CONTRACTS FOR ROOFING RELATED SERVICES WITH CLARK ROOFING COMPANY, MILESTONE CONSTRUCTION MANAGEMENT, INC., AND MEMIS ROOFING, LLC**

Dave Walsh

- 4. **RESOLUTION AUTHORIZING A CONTRACT FOR ELEVATOR INSPECTION SERVICES WITH CG GLOBAL MANAGEMENT SOLUTIONS, LLC**

Dave Walsh

- 5. **RESOLUTION AUTHORIZING ACQUISITION OF THE PARTNERSHIP INTEREST OF THE LIMITED PARTNER INVESTOR IN MT. OLIVET, LP AND TASKER PHASE I, LP**

Laurence Redican

¹ This meeting is being conducted virtually, pursuant to the procedures on the PHA website at www.pha.phila.gov, due to safety and health concerns for our residents, staff, the Board, and the public, raised by the COVID-19 pandemic.

6. RESOLUTION AUTHORIZING THE DISPOSITION OF UP TO FOURTEEN (14) PROPERTIES

Nicholas Dema

7. RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF HOUSING POLICE

Joshua McQuoid

E. Public Comment Period

RESOLUTION NO. 12126

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO SUBMIT ITS MOVING TO WORK ANNUAL PLAN ("PLAN") FOR FISCAL YEAR 2022, INCLUDING RENTAL ASSISTANCE DEMONSTRATION PROGRAM SIGNIFICANT AMENDMENTS, TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO UNDERTAKE ALL ACTIONS TO OBTAIN HUD APPROVAL AND IMPLEMENT THE PLAN

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") administers a Moving to Work ("MTW") Demonstration Program that is designed to provide the opportunity for selected Housing Authorities to explore and demonstrate more efficient ways to provide and administer low-income housing; and

WHEREAS, pursuant to the Philadelphia Housing Authority ("PHA") Board of Commissioners Resolution No. 10618, dated December 21, 2000, PHA submitted to HUD an MTW Application Plan and Agreement; and


WHEREAS, since 2001, when HUD accepted PHA's application for participation in the MTW Demonstration Program and HUD and PHA subsequently executed a MTW Demonstration Agreement ("MTW Agreement"), PHA has continuously participated in the MTW Demonstration Program, with the most recent Board approval of the agreement being in Resolution No. 11577, adopted by the Board on January 11, 2013, and an extension to that agreement, as provided for therein, was made by HUD, based on Congressional approval, to extend PHA's MTW participation the end of PHA's 2028 fiscal year; and

WHEREAS, as a participant in the MTW Demonstration Program, PHA is required to develop an MTW Annual Plan for each fiscal year during the term of the MTW Agreement, which outlines the PHA budget and MTW activities, and to submit the Annual Plan for approval by its Board at least seventy-five (75) days prior to the beginning of each fiscal year; and

WHEREAS, PHA has developed and distributed to the Board the MTW Annual Plan for Fiscal Year 2022 ("Plan"), beginning on April 1, 2021, a summary of which is attached hereto as Attachment "A," which includes the Rental Assistance Demonstration Program Significant Amendments for four (4) developments that are all transfer of assistance developments, and a consolidated budget in accordance with the current MTW Agreement, as PHA is a block grant agency; and

WHEREAS, PHA has fulfilled the HUD requirement of providing opportunities for resident and public participation and comment on the Plan, including scheduling at least one (1) public hearing and taking into consideration any comments received, by: 1) holding an introductory meeting with resident leadership and interested PHA residents on November 12, 2020; 2) holding a Public Hearing on November 18, 2020; 3) posting the draft Plan on PHA's website; 4) making copies of the draft Plan available at PHA's Headquarters; and 5) accepting and considering public comments over a period extending from October 30, 2020 to November 30, 2020;

BE IT RESOLVED that the Board of Commissioners hereby approves the MTW Annual Plan for Fiscal Year 2022, including the Rental Assistance Demonstration Significant Amendment incorporated therein, in substantially the form distributed to the Board, and authorizes PHA's Chair and/or President & CEO or their authorized designee(s) to: 1) submit to HUD the PHA MTW Annual Plan for Fiscal Year 2022; 2) take all steps necessary to finalize and secure HUD approval and implement initiatives as described in the Plan, subject to receipt of adequate funding from HUD; 3) certify that the Public Hearing requirement has been met; and 4) execute the HUD Certifications of Compliance with MTW Plan Requirements and Related Regulations, in substantially the form attached hereto as Attachment "B."

I hereby certify that this was APPROVED BY THE BOARD ON 12/17/2020
 ATTORNEY FOR PHA

ATTACHMENT “A” TO MTW ANNUAL PLAN RESOLUTION FOR FISCAL YEAR 2022

Philadelphia Housing Authority – Moving to Work (MTW) Program FY 2022 Annual Plan Highlights

Background

- The FY 2022 MTW Annual Plan covers the period from 04/01/21 through 03/31/22.
- It incorporates current HUD requirements for content, formatting, tables and standard metrics.
- As required by HUD, the Plan’s focus is on “MTW activities,” those that require MTW programmatic or budget flexibility to implement.
- Incorporates RAD Significant Amendment for a total of (4) developments: 1) 30 vacant, uninhabitable scattered site units to the Sharswood Phase II new construction development to be developed by Hunt-Pennrose; 2) 95 vacant, uninhabitable scattered site units to the Sharswood Phase III new construction development also to be developed by Hunt-Pennrose; 3) 40 vacant, uninhabitable scattered site units to the Henry Avenue Tower substantial rehabilitation development to be developed by New Courtland; and 4) 34 vacant, uninhabitable scattered site units to the Strawberry Mansion Village new construction development to be developed by Pennrose.
- PHA has also proposed an FY 2021 MTW Annual Plan Amendment to extend waivers of certain public housing and Housing Choice Voucher program requirements to protect the health and safety of residents and staff in response to the COVID-19 pandemic.

Process

- The MTW Plan and Plan Amendment public comment period is from 10/30/20 – 11/30/20.
- PHA has advertised the public comment period and has posted the draft MTW Plan and Plan Amendment on its website. Copies were distributed to resident leadership and also made available at PHA’s office.
- A resident leadership meeting to review the Plan and Plan Amendment will be held on 11/12/20; an open public hearing will be held on 11/18/20.

Funding

- Funding estimates are preliminary and subject to change based on Congressional appropriations.
- Total projected FY 2022 Public Housing and HCV HAP funding is approximately \$374.03 million. Capital Funds are projected at \$58.66 million for FY 2022. See Tables 9 and 10.
- Non-MTW funding is not included in the MTW Plan.

Households Served Projections

- Public Housing - 11,891 households (Table 7)
- MTW Vouchers (including RAD vouchers)– 18,084 households (Table 7)
- Non-MTW Vouchers – 1,720 households (Table 7B)

MTW Activities

- No new MTW activities are proposed for FY 2022.
- For FY 2021, the Plan Amendment includes a new “Emergency Waivers” activity. This Amendment will allow PHA to extend a series of emergency waivers that are already allowed by HUD. The waivers are intended to protect the health and safety of residents and staff and provide for flexibility related to timetables and requirements for recertifications, income verifications, inspections, HCV payment standards and the Family Self-Sufficiency Program Contract of Participation.
- Ongoing MTW activities incorporate required HUD standard metrics and benchmarks.

FY 2022 Planned Activities

- The following table provides a summary of major activities and planned objectives, encompassing both MTW and Non-MTW initiatives.

<i>Initiative</i>	FY 2022 MTW Activities
<i>Sponsor-Based Shared Housing Pilot</i>	<ul style="list-style-type: none"> • Pilot program approved by Board and HUD in FY 2020 involving vacant and uninhabitable scattered site units. In FY 2022, 38 units are projected to be under lease. • Leverages City funds to rehab large-bedroom scattered site units. • PHA has entered into a master lease with City (“Sponsor Agency”) to operate shared housing. Currently negotiating with Community College of Philadelphia for pilot involving at-risk students. • Sponsor Agency(s) is responsible for subleasing to eligible individuals including formerly homeless, youth aging out of foster care and other hard to serve populations. • Sponsor Agency(s) pays a flat rent for the unit to PHA. • PHA provides routine and emergency maintenance services. • Sponsor Agency(s) coordinates all other activities including eligibility determination, subleasing and lease enforcement, house rules, rent determination and rent collection.
<i>“6 in 5” Program</i>	<ul style="list-style-type: none"> • A total of 128 new public housing units are projected to be added to inventory at five (5) new developments. Leverages \$76.5 million in non-PHA funding. (Table 1) • Under the Unit Based program, a total of 1,104 new units are projected to be placed under contract. This includes planned RAD conversions. (Table 3)
<i>Other Redevelopment Highlights</i>	<ul style="list-style-type: none"> • At Sharswood/Blumberg, substantial housing construction activity is planned in FY 2022 by PHA and its development partner (Hunt-Pennrose) including the projected completion of 59 rental units and construction starts on 300 additional rental units; the start of construction of 50-60 homeownership units at on and off-site locations; and, completion of construction at the mixed housing and commercial use development undertaken by Mosaic Development. Construction

Initiative	FY 2022 MTW Activities
	<p>and occupancy are also projected to be completed at two other partner developments (Harlan Street and Reynolds School).</p> <ul style="list-style-type: none"> • At North Central/Norris, construction of the third rental phase consisting of 133 mixed income rental units is projected to be completed in FY 2022. The last phase (homeownership) is projected to commence construction in FY 2022.
<i>Rental Assistance Demonstration (RAD)</i>	<ul style="list-style-type: none"> • A RAD Significant Amendment is included in the FY 2022 plan to convert: 1) 30 vacant, uninhabitable scattered site units to the Sharswood Phase II new construction development to be developed by Hunt-Pennrose; 2) 95 vacant, uninhabitable scattered site units to the Sharswood Phase III new construction development also to be developed by Hunt-Pennrose; 3) 40 vacant, uninhabitable scattered site units to the Henry Avenue Tower substantial rehabilitation development to be developed by New Courtland; and, 4) 34 vacant, uninhabitable scattered site units to the Strawberry Mansion Village new construction development to be developed by Pennrose. Additional Significant Amendments for other planned RAD developments will be submitted in the future. • 786 units are projected for conversion to RAD in FY 2022. (Table 12). • An additional 1,900 units are projected to have been converted by the end of FY 2021. (Table 13)
<i>Capital and Development Plan</i>	<ul style="list-style-type: none"> • \$596.92 million in capital projects are identified for FY 2021 and future years (Tables 6 and 6A) including capital improvements, energy conservation measures, new development and RAD conversions.
<i>Opening Doors to Affordable Homeownership</i>	<ul style="list-style-type: none"> • Consolidates, streamlines and enhances PHA's homeownership activities including 5h (scattered site sales), Housing Choice Voucher Homeownership Vouchers, new development and homeownership readiness and counseling support programs. • Program open to public housing and HCV participants in good standing. A preference will be implemented for FSS participants in good standing. • Program components include options for: lease to purchase program for both scattered sites and private market rentals with portion of rent to be escrowed for eventual down payment; front-end down payment assistance up to \$15K per households; and, soft second assistance up to \$50K provided that no other homeownership assistance is received. Existing HCV monthly homeownership subsidy option will continue to be made available. • Participants must complete PHA-required homeownership counseling and financial literacy courses • Participants must agree to participate in annual post-purchase follow-up review for three years (except for those who only receive HCV monthly subsidy).
<i>Workforce Center, EnVision Center, Self-Sufficiency and Youth Programs</i>	<ul style="list-style-type: none"> • Ongoing implementation of PHA Workforce Center, Section 3 Resource Center and EnVision Center at Vaux Community Building. • With community partners, provide education, job readiness, job training and job placement programs for adult residents.

Initiative	FY 2022 MTW Activities
	<ul style="list-style-type: none"> • Adapting and expanding virtual programming in response to pandemic. • Place-based programming through ROSS, Choice Neighborhoods, Jobs Plus. • Provide on-site programs for homework assistance, project based learning, community service, sports and other activities to 220 youth ages 6 to 18 at 11 sites. • Award academic scholarships through PhillySEEDS. • Provide summer camp for 220 youth ages 6 to 13. • Enroll 750 residents in Financial Literacy programs. • Provide extensive additional services to residents through direct services and partnership programs as summarized in Table 11.
<i>Youth Educational Enrichment</i>	<ul style="list-style-type: none"> • A component of the Sharswood/Blumberg Transformation Plan. • Provides \$500 per pupil annually to support enhanced educational programming for low-income high school students at the Big Picture Philadelphia School in the Vaux Community Building. • Goal is to support students in achieving higher educational outcomes and graduation rates.
<i>MTW Rent Simplification</i>	<ul style="list-style-type: none"> • PHA will continue to implement previously approved MTW initiatives that simplify program administration and provide incentives for economic self-sufficiency.
<i>HCV Mobility</i>	<ul style="list-style-type: none"> • Continue to implement mobility program with MTW Block Grant funding to encourage moves to high opportunity areas.
<i>Second Chance Program</i>	<ul style="list-style-type: none"> • Continue to implement a time-limited, voucher pilot program to provide supportive services and housing subsidies to formerly incarcerated returning citizens that are active participants in good standing with the Eastern District Federal Court Supervision to Aid Reentry (STAR) Program and Mayor's Office of Reintegration Services (RISE) Program. Permanent, tenant-based vouchers are provided to successful program graduates. PHA also supports the re-entry of returning citizens to existing public housing households, subject to approval by the households, through a partnership with the Pennsylvania First Judicial Court ex-offender programs.
<i>Nursing Home Transition</i>	<ul style="list-style-type: none"> • Ongoing partnership with State to provide housing opportunities for persons transitioning out of nursing homes into community-based settings.
<i>Local Family Self-Sufficiency Program Flexibility</i>	<ul style="list-style-type: none"> • Activity to support increased enrollment and enhance residents' ability to build assets. • Eliminates requirement that an interim or regular recertification be conducted within 120 days before enrollment in FSS program. The last interim or regular recertification will be utilized, regardless of the date it was conducted.

Initiative	FY 2022 MTW Activities
<i>MTW Continued Occupancy Policy – Limited Pilot</i>	<ul style="list-style-type: none"> • Approved by Board and HUD in FY 2021. • Implementation deferred due to pandemic. • Pilot program involving only new admissions and transfers to: 1) scattered sites; 2) PHA-owned or controlled, non-RAD Project Based Voucher (PBV) developments; and, 3) Turnover units and units for which there are no public housing conversion households with a right to return in PHA-owned or controlled RAD PBV developments. • Does not apply to current public housing residents, all elderly or disabled household members, and those who are caretakers of elderly/disabled members. • Requires all non-disabled adults ages 18-54 to complete at least 20 hours per week of work, employment or job training as a condition of continued occupancy. Also applies to non-disabled 17 year old household members who have dropped out of school • Residents will be referred to PHA Workforce Center as needed to help ensure ongoing compliance. • Six-month grace period to come into compliance. Temporary hardship exemption for those with short-term medical issues or disabilities. • An admissions and transfer preference will be established for these sites for applicants where one or more adults work at least 20 hours per week. Seniors and people with disabilities will automatically be provided with this preference.

CERTIFICATIONS OF COMPLIANCE**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING****Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work Plan**

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairman or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (04/01/2021), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the Plan is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o) and 24 CFR 903.15(d), which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3). Until such time as the MTW PHA is required to submit an AFH, and that AFH has been accepted by HUD, the MTW PHA will address impediments to fair housing choice identified in the Analysis of Impediments to fair housing choice associated with any applicable Consolidated or Annual Action Plan under 24 CFR Part 91.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 200.
- (21) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (22) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA.

Philadelphia Housing Authority
MTW PHA NAME

PA002
MTW PHA NUMBER/HA CODE

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE

DATE

* *Must be signed by either the Chairman or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

RESOLUTION NO. 12127

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO SUBMIT A PROPOSED AMENDMENT TO ITS MOVING TO WORK ANNUAL PLAN ("PLAN") FOR FISCAL YEAR 2021 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO UNDERTAKE ALL ACTIONS TO OBTAIN HUD APPROVAL AND IMPLEMENT THE PLAN, AS AMENDED

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; and

WHEREAS, since 2001, when HUD accepted PHA's application for participation in the MTW Demonstration Program and HUD and PHA subsequently executed a MTW Demonstration Agreement ("MTW Agreement"), PHA has continuously participated in the MTW Demonstration Program, with the most recent Board approval of the agreement being in Resolution No. 11577, adopted by the Board on January 11, 2013, and an extension to that agreement, as provided for therein, was made by HUD, based on Congressional approval, to extend PHA's MTW participation the end of PHA's 2028 fiscal year; and


WHEREAS, as a participant in the MTW Demonstration Program, PHA is required to develop an MTW Annual Plan for each fiscal year during the term of the MTW Agreement, which outlines the PHA budget and MTW activities; accordingly, as authorized by the Board on December 19, 2019 in Resolution 12072, PHA submitted its MTW Annual Plan for Fiscal Year 2021 ("Plan"), which HUD approved on March 24, 2020; and

WHEREAS, amendment to the approved MTW Plan requires approval of the Board and HUD; and

WHEREAS, PHA proposes to amend the MTW Plan to add the following activity (additional details of which are set forth in Attachment A to this Resolution): "1. A proposed new activity to establish emergency waivers to address burdens related to COVID-19;" and

WHEREAS, PHA has fulfilled the HUD requirement of providing opportunities for resident and public participation and comment on the Amendment to the Plan, including scheduling at least one (1) public hearing and taking into consideration any comments received, by: 1) holding an introductory meeting with resident leadership and interested PHA residents on November 12, 2020; 2) holding a Public Hearing on November 18, 2020; 3) posting the draft Plan on PHA's website; 4) making copies of the draft Plan available at PHA's Headquarters; and 5) accepting and considering public comments over a period extending from October 30, 2020 to November 30, 2020;

BE IT RESOLVED that the Board of Commissioners hereby approves the Amendment to the MTW Annual Plan for Fiscal Year 2021, in substantially the form distributed to the Board, and authorizes PHA's Chair and/or President & CEO or their authorized designee(s) to: 1) submit to HUD the Amendment to the PHA MTW Annual Plan for Fiscal Year 2021; 2) take all steps necessary to finalize and secure HUD approval and implement initiatives as described in the Plan, subject to receipt of adequate funding from HUD; 3) certify that the Public Hearing requirement has been met; and 4) execute the HUD Certifications of Compliance with MTW Plan Requirements and Related Regulations, in substantially the form attached hereto as Attachment "B."

I hereby certify that this was APPROVED BY THE BOARD ON 12/17/2020
 ATTORNEY FOR PHA

ATTACHMENT "A" - Proposed Activity 2021-2: Emergency Waivers

Activity Description

The COVID-19 outbreak threatens the lives of many Americans and the livelihoods of many more. It is an urgent health crisis of unprecedented scale, and one that is disproportionately impacting low-income families. The outbreak of COVID-19 also places additional burdens on housing authorities who are working tirelessly to respond to the needs of their participants while also maintaining compliance with program requirements. While the Coronavirus Aid, Relief and Economic Security (CARES) Act provides the U.S. Department of Housing and Urban Development (HUD) with broad authority to waive or establish alternative requirements for numerous statutory and regulatory requirements for the Public Housing program and Housing Choice Voucher (HCV) programs, the duration of this pandemic remains unknown and the backlog of transactions, inspections and delayed reporting requirements grows. Accordingly, PHA will use its MTW authority to establish an emergency waivers activity which addresses the burdens placed on all stakeholders. PHA proposes to establish the following emergency waivers in response to economic and health related emergencies and natural disasters as declared by the Mayor or his/her designee including the authority to determine when to place and lift the waivers.

- 1. Delayed Reexaminations:** PHA will waive the requirement to conduct a reexamination of family income and composition at least annually. Currently PHA completes reexaminations on a biennial basis for Public Housing (PH) and Housing Choice Voucher (HCV) program households and on a triennial basis for PH households on ceiling rents and PH and HCV elderly/disabled households on fixed incomes. Where reexaminations have been delayed, PHA will complete the reexamination no later than the anniversary month of the following year. The next reexamination will be scheduled on the same anniversary month using the applicable reexam frequency for the family. For example, if a biennial reexam was due on July 2020, PHA would complete the reexam by July 2021. The next scheduled biennial reexam would take place in July 2023. This waiver applies to the PH and HCV programs.
- 2. Verification of Income:** PHA will waive the requirements of the verification hierarchy and accept self-certification of income and expenses for regular and interim reexaminations. Where PHA is able to access EIV, PHA will use the EIV income report to verify and calculate SS and SSI benefits as well as Medicare insurance premiums. This waiver applies to the PH and HCV programs.
- 3. Enterprise Income Verification Monitoring:** PHA will waive the requirement to monitor, on a monthly/quarterly basis, the Deceased Tenant Report, the Identity Verification Report, the Immigration Report, IVT Report, the Multiple Subsidy Report and New Hires Report. This includes preserving and responding to past reports. PHA will resume reviewing and addressing discrepancies identified in these reports as resources allow; however, the waiver will no longer apply when the emergency waiver has been lifted. This waiver applies to the PH and HCV programs.
- 4. Increase in Payment Standard:** PHA will waive the requirement to apply the increased payment standard back to the regular effective date for delayed regular reexaminations. Instead, during periods of declared emergencies, PHA will apply the increased payment standard at the next interim reexamination after the effective date of the increased payment standard. If PHA completes a reexam late, PHA will apply the payment standard in effect on the effective date of the delayed regular reexamination. This waiver applies to the HCV program.

5. **Delayed Regular HQS Inspections:** PHA will waive the requirement for completion of regular HQS inspections at least biennially. Where a regular HQS inspection has been delayed, PHA will complete the HQS inspection no later than the anniversary month of the following year. The next HQS inspection will be scheduled on the same anniversary month using the applicable inspection frequency for the unit. For example, if an HQS inspection was due on July 2020, PHA would complete the inspection by July 2021. The next scheduled annual HQS inspection would take place in July 2022. PHA will continue to request a self-certification from the owner that no life threatening conditions exist in the unit. Additionally, PHA will continue to conduct complaint inspections. This waiver applies to the HCV program.
6. **Interim HQS Inspections:** PHA will waive the requirement to conduct re-inspections to confirm repair; however, PHA will require that the owner self-certify and provide documentation that a life-threatening deficiency has been corrected within 24 hours of notification and that a non-life-threatening deficiency has been corrected within 30 days of PHA notification. This waiver applies to the HCV program.
7. **HQS QC Inspections:** PHA will waive the requirement to conduct HQS quality control inspections and instead will suspend HQS quality control inspections until the emergency waiver has been lifted. This waiver applies to the HCV program.
8. **Homeownership HQS:** PHA will waive the requirement for the initial HQS inspection for homeownership units; however, an independent professional inspection will still be required. This waiver applies to the HCV Homeownership Program.
9. **Delayed PH Annual Self-Inspection:** PHA will waive the requirement to complete annual self-inspections of PH units. PHA will continue to respond to and address serious conditions that could jeopardize life or property. When the waiver is lifted, PHA will resume self-inspections beginning with the units which were inspected on the oldest date. This waiver applies to the PH program.
10. **FSS Contract of Participation:** PHA will waive the requirement regarding the maximum extension of an FSS Contract of Participation (COP). During periods of declared emergency, PHA may extend a family's COP, using the declared emergency as good cause of the need for extension. For households who were already in the two year extension period when the emergency was declared, PHA may extend their COP beyond the two year extension threshold. This waiver applies to the PH and HCV FSS program.

Statutory Objective

This activity will reduce cost and achieve greater cost effectiveness in Federal expenditures. The time and labor cost related to completing the backlog of delayed transactions and inspections while maintaining current deadlines is such that it would place an onerous burden on the agency.

Implementation

PHA will implement this policy upon approval of the MTW Plan.

Metrics

CE #1: Agency Cost Savings *

Unit of Measurement	Baseline*	Benchmark*	Outcome	Benchmark Achieved?
Total cost of task in dollars (decrease)	\$675,319	\$337,674		

**The baseline reflects the cost of completion of all PH and HCV regular reexaminations for a one year period. The benchmark reflects the cost of completion of one half the number of PH and HCV regular reexaminations in a one year period.*

CE #2: Staff Time Savings

Unit of Measurement	Baseline*	Benchmark*	Outcome	Benchmark Achieved?
Total time to complete the task in staff hours (decrease).	22,761 Hours	11,381 Hours		

***The baseline reflects the time expended on all PH and HCV regular reexaminations for a one year period. The benchmark reflects the time expended for one half the number of PH and HCV regular reexaminations in a one year period.*

Need/Justification for MTW Flexibility

With respect to public housing, this activity requires waiver of certain provisions of sections 3(a)(1) and 3(a)(2) of the 1937 Act, 24 CFR 902 Subpart B, 24 CFR 966.4, 960.206, 960.257, 960.259, 24 CFR 5.233 and 5.632 as found in the MTW Agreement Attachment C, Section C, Paragraphs 2, 4 and 11. With respect to HCV, this activity requires waiver of certain provisions of Section 8(o), Section 23 of the 1937 Act and 24 CFR 982.503, 982.516, 982.631, 984, 24 CFR Subpart I, 24 CFR 983 and 24 CFR 5.233 and 5.632 as found in the MTW Agreement Attachment C, Section D, Paragraphs 1, 2 and 5. These waivers are necessary to implement the various provisions of this activity so as to allow PHA to address the conditions presented by the declared emergencies.

CERTIFICATIONS OF COMPLIANCE**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING****Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work Plan**

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairman or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (04/01/2020), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the Plan is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o) and 24 CFR 903.15(d), which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3). Until such time as the MTW PHA is required to submit an AFH, and that AFH has been accepted by HUD, the MTW PHA will address impediments to fair housing choice identified in the Analysis of Impediments to fair housing choice associated with any applicable Consolidated or Annual Action Plan under 24 CFR Part 91.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 200.
- (21) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (22) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA.

Philadelphia Housing Authority
MTW PHA NAME

PA002
MTW PHA NUMBER/HA CODE

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE

DATE

*** Must be signed by either the Chairman or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.**

RESOLUTION NO. 12128

RESOLUTION AUTHORIZING CONTRACTS FOR ROOFING RELATED SERVICES WITH CLARK ROOFING COMPANY, MILESTONE CONSTRUCTION MANAGEMENT, INC., AND MEMIS ROOFING, LLC

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for roofing related 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 Clark Roofing Company, Milestone Construction Management, Inc., and Memis Roofing, LLC; and

WHEREAS, work is to be assigned to each of the three (3) 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 three (3) contracts, combined, shall not exceed four million eight hundred thousand dollars (\$4,800,000.00) with a two-year base period and three (3) one-year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is one million nine hundred twenty thousand dollars (\$1,920,000.00);
- 2) The aggregate not-to-exceed amount for the first one-year option period is nine hundred sixty thousand dollars (\$960,000.00);
- 3) The aggregate not-to-exceed amount for the second one-year option period is nine hundred sixty thousand dollars (\$960,000.00); and
- 4) The aggregate not-to-exceed amount for the third one-year option period is nine hundred sixty thousand dollars (\$960,000.00);

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 Clark Roofing Company, Milestone Construction Management, Inc., and Memis Roofing, LLC for a total aggregate amount not to exceed four million eight hundred thousand dollars (\$4,800,000.00), 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 12/17/2020
 ATTORNEY FOR PHA

RESOLUTION NO. 12129

**RESOLUTION AUTHORIZING A CONTRACT FOR ELEVATOR INSPECTION SERVICES
WITH CG GLOBAL MANAGEMENT SOLUTIONS, LLC**

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for inspection services and a Request for Proposal was developed for the selection of a company 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 a contract be awarded to CG Global Management Solutions, LLC; and

WHEREAS, work is to be assigned to the 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 the contract shall not exceed two hundred eighty thousand dollars (\$280,000.00) with a two-year base period and three (3) one (1) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is one hundred twelve thousand dollars (\$112,000.00);
- 2) The not-to-exceed amount for the first one-year option period is fifty-six thousand dollars (\$56,000.00);
- 3) The not-to-exceed amount for the second one-year option period is fifty-six thousand dollars (\$56,000.00); and
- 4) The not-to-exceed amount for the third one-year option period is fifty-six thousand dollars (\$56,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with CG Global Management Solutions, LLC for a total amount not to exceed two hundred eighty thousand dollars (\$280,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the options available under the contract shall be exercised.

I hereby certify that this was APPROVED BY THE BOARD ON 12/17/2020
 ATTORNEY FOR PHA

RESOLUTION NO. 12130

RESOLUTION AUTHORIZING ACQUISITION OF THE PARTNERSHIP INTEREST OF THE LIMITED PARTNER INVESTOR IN MT. OLIVET, LP AND TASKER PHASE I, LP

WHEREAS, the Philadelphia Housing Authority ("PHA") desires to acquire the 99.99% limited partnership interest related to two housing developments, Mt. Olivet and Tasker Phase I, and the remaining .01% interest is currently owned by PHA wholly-owned affiliates; and

WHEREAS, Mt. Olivet is a one-hundred sixty-one (161) unit development located in West Philadelphia at 4101-23 Haverford Avenue and Tasker Phase I is a two-hundred forty-five (245) unit development located in South Philadelphia at 3001 Moore Street, 3000 Mifflin Street, 2901-39 New Hope Street, 1701-37 S. Hollywood Street, 1700 South Hollywood Street, 1801-23 S. 31st Street, 1701-37 South 30th Street and 1800-22 South 30th Street; and

WHEREAS, HCI Mt. Olivet, LLC and BFIM Special Limited Partner (formerly known as MMA Special Limited Partner) (collectively the "Mt. Olivet Tax Credit Investor"), have a 99.99% limited partnership interest in the Mt. Olivet Partnership and the remaining .01% is held by Mt. Olivet HDC, a wholly-owned affiliate of the Philadelphia Housing Authority ("PHA"), the general partner of the Mt. Olivet Partnership; and


WHEREAS, the Mt. Olivet Tax Credit Investor has agreed to sell its 99.99% limited partner interest to PHA, or its designee, at the end of a compliance period, which period has ended, for the amount of eight hundred thirty-three thousand seven hundred ninety-three dollars (\$833,793.00), which includes estimated related transfer taxes and transaction costs; and

WHEREAS, MMA Tasker Homes I, LLC (formerly known as Lend Lease Tasker Homes I, LLC) and SLP, Inc. (collectively, the "Tasker Tax Credit Investor") have a 99.99% limited partnership interest in the Tasker Partnership and the remaining .01% is held by Tasker I HDC, a wholly-owned affiliate of the Philadelphia Housing Authority ("PHA"), the general partner of the Tasker Partnership; and

WHEREAS, the Tasker Tax Credit Investor agreed to sell its 99.99% limited partner interest to PHA, or its designee, at the end of a compliance period, which period has ended, for the amount of one million eight hundred sixty thousand nine hundred-fifty dollars (\$1,860,950.00), which includes estimated related transfer taxes and transaction costs; and

WHEREAS, PHA wishes to acquire the 99.99% Mt. Olivet Tax Credit Investor partnership Interest in the Mt. Olivet Partnership and the 99.99% Tasker Tax Credit Investor partnership Interest in the Tasker Partnership;

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the PHA President & CEO and/or his authorized designee to negotiate and finalize any and all documents necessary (the "Documents") for PHA or its wholly-owned affiliate to acquire the 99.99% Mt. Olivet Tax Credit Investor partnership interest in the Mt. Olivet Partnership, for an amount not to exceed eight hundred thirty-five thousand dollars (\$835,000.00) and the 99.99% Tasker Tax Credit Investor partnership interest in the Tasker Partnership, for an amount not to exceed one million eight hundred sixty-five thousand dollars (\$1,865,000.00), obtain any necessary third-party approvals, create any required PHA affiliated entities to acquire said Partnership Interests, and execute, deliver and perform the obligations under such Documents, once finalized, subject to the availability of funds therefor.

I hereby certify that this was APPROVED BY THE BOARD ON 12/17/2020

ATTORNEY FOR PHA

RESOLUTION NO. 12131

RESOLUTION AUTHORIZING THE DISPOSITION OF UP TO FOURTEEN (14) PROPERTIES

WHEREAS, the Philadelphia Housing Authority ("PHA") wishes to dispose of up to fourteen (14) properties, as set forth on the attachment to this resolution; and

WHEREAS, disposition of these properties will contribute to: 1) restructuring PHA's scattered site inventory to create a financially sound and sustainable occupied scattered site portfolio; 2) stabilizing communities with large numbers of vacant sites/lots; and 3) leveraging PHA's resources for future affordable housing development and community amenities; and

WHEREAS, disposition of these properties 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; and

WHEREAS, the President & CEO and/or his designee shall be authorized to submit the disposition applications or requests to amend existing approvals to HUD for the properties listed in the attachment to this resolution;

BE IT RESOLVED, that the PHA Board of Commissioners does hereby authorize PHA's President & CEO and/or his authorized designee(s), to: 1) submit the appropriate disposition requests to HUD; 2) execute closing and other documents as necessary to close transactions; 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 11/17/2020
 ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: DISPOSITION OF PROPERTIES

	Unit Address	ZIP	Council District	Acquiring Entity	HUD Action	Disposition Type	Consideration	Proposed Use
1	1839 N 31ST ST	19121	5	Philadelphia Land Bank	Disposition Application	Fee Simple	Nominal	Future Affordable Housing Purposes
2	1835 N 8TH ST	19122	5	Asociación Puertorriqueños en Marcha (APM)	Disposition Amendment	Fee Simple	Nominal	Development of 44 affordable apartments for seniors at or below 60% of AMI
3	1818 N FRANKLIN ST							
4	1820 N FRANKLIN ST							
5	1822 N FRANKLIN ST							
6	1824 N FRANKLIN ST							
7	1828 N FRANKLIN ST							
8	1830 N FRANKLIN ST							
9	1834 N FRANKLIN ST							
10	1836 N FRANKLIN ST							
11	3606 WALLACE							
12	3604 WALLACE							
13	626 N 36TH ST							
14	636 N 36TH ST							

RESOLUTION NO. 12132

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF HOUSING POLICE

WHEREAS, the Fraternal Order of Housing Police ("FOHP") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") Housing Police Officers, Corporals, and Detectives, as defined within the CBA; and

WHEREAS, the FOHP represents approximately 29 employees; and

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

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

WHEREAS, PHA and the FOHP did amicably reach an agreement, as attached to this resolution; 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 11/12/2020
 ATTORNEY FOR PHA



**FOHP
CONSOLIDATED
AGREEMENT
2019-2022**

CONSOLIDATED AGREEMENT

between

THE PHILADELPHIA HOUSING AUTHORITY

and

FRATERNAL ORDER OF HOUSING POLICE

April 1, 2019 through March 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

This Consolidated Collective Bargaining Agreement (hereinafter referred to as “Agreement”) is made and entered between THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as “EMPLOYER”) and the FRATERNAL ORDER OF HOUSING POLICE thereafter referred to as the “Union”).

The term of Agreement shall be three (3) years, effective April 1, 2019 through March 31, 2022.

Whereas, the parties hereto being mutually desirous of enjoying harmonious relations, establishing collective bargaining and facilitating the orderly, prompt, and effective adjustment of differences that may arise during the term of this Agreement between the EMPLOYER and those employees covered by this Agreement, in matters concerning such employees’ work hours, wages, and working conditions, have as a result of collective bargaining agreed between themselves as follows:

ARTICLE 1

RECOGNITION

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement. In order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Union agrees that it and its members will cooperate with the EMPLOYER in introducing new equipment and the EMPLOYER has the right to manage the operations, subject to the terms of this Agreement.

ARTICLE 2

EMPLOYEES

Wherever the word “employees” appears in this Agreement it shall refer only to those employees within the bargaining unit as certified by the Pennsylvania Labor Relations Board in Case Nos. PERA-R-80-42-E and PERA-R-99-483-E. Wherever the words “officer” (or “police officer”), “corporal” or “detective” appear, they shall refer only to those specific classifications.

ARTICLE 3

MANAGEMENT RIGHTS

The Union recognizes the rights of the EMPLOYER (Management), subject to the terms of this Agreement, including but not limited to the right to direct the work force, to hire, transfer, suspend, or discharge permanent employees for just cause, and to relieve employees from duty because of lack of work.

ARTICLE 4

UNION SECURITY

A. EMPLOYER agrees to deduct from the wages and salary of any employee who is a member, as determined by the Union, such Union membership dues, uniformly required if any, as authorized by the member and provided in a written authorization in accordance with the standard form used by the Union, provided that said form shall indicate that the employee is a member of the Union as defined herein and shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of the contract unless revoked by written notice to the Union President given during the period fifteen (15) days immediately prior to the expiration of the contract, by the employee exercising his/her right to withdraw from the Union. The termination notice must be given to the Authority and the Union President and delivery shall be by certified mail.

B. Each employee and the Union hereby authorize the EMPLOYER to rely upon the certification by the Union President regarding the amount to be deducted as Union dues.

C. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments 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.

ARTICLE 5

CHECK-OFF & CHECK-OFF DELINQUENCIES

A. EMPLOYER agrees to deduct from each active member employee his or her current weekly dues, initiation fees and/or uniform assessments, provided that the Union has delivered to EMPLOYER authorization cards duly executed by each such active member in a form acceptable to EMPLOYER authorizing such deductions. EMPLOYER will send a list to the treasurer of the Union along with deductions no later than ten (10) days after the week in which the dues have been deducted.

B. Dues deductions shall continue as authorized and provided for in Article 4 above except that should an employee vacate a classification represented by the Union, said deductions shall cease as of the effective date of the appointment.

C. The Union shall furnish EMPLOYER with the names of employees who are delinquent in dues, initiation fees, and/or uniform assessments and the amount of such delinquencies.

D. EMPLOYER agrees to deduct the regular monthly check-off of such delinquent dues, initiation fees, and/or uniform assessments, as duly authorized by the employee, provided there is sufficient pay to cover such amount.

E. The UNION shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, and the EMPLOYER's 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.

ARTICLE 6

NEW EMPLOYEES

Within thirty (30) days of hire, the EMPLOYER shall provide the Union with the name, date of hire, Social Security number and location of initial assignment of newly hired employees.

ARTICLE 7

UNION REPRESENTATIVES

A. The Union shall have the right to appoint up to five (5) Union Stewards total, selected so that there is one Steward per squad, including the 5-squad. The Union shall immediately provide the EMPLOYER, in writing, with the names of such Union representatives and shall advise the EMPLOYER of changes promptly as they occur. Written notice must be provided in order for the stewards to be recognized and said notice shall identify the work unit(s) for which Stewards are responsible. Union representatives will not be transferred from one shift to another unless the EMPLOYER has made arrangements to allow the Union to replace such Union representative within a reasonable period of time after the notice of transfer. However, Union representatives may be temporarily assigned to another shift or area in the case of emergency, and in that event, the EMPLOYER will not be required to provide a replacement

Union representative. In case of emergency, no temporary assignment can exceed two calendar weeks.

B. EMPLOYER agrees that the Union President, Vice President, and Secretary shall be permitted to take one (1) day off, respectively, each month, for the conduct of Union business, subject to approval by the Chief of Police in consideration of operational needs. This shall be an approved leave without pay status and shall not affect said employees seniority, employee benefits, or the earning of paid leave. The actual day(s) to be taken off shall be established based on requests by the employees and the approval of the EMPLOYER. Thereafter, the employees shall be entitled to take off that same day each month and it may only be changed based on a subsequent employee request and EMPLOYER approval. Not more than one (1) employee shall be off on this leave without pay on any particular day nor shall more than two (2) employees use such leave in any week.

C. The Union President, Vice President and Recording Secretary may select a regular day or night shift assignment. These employees may not select squad assignments. Squad assignments are the sole discretion of the EMPLOYER.

ARTICLE 8

GRIEVANCE PROCEDURE

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

Nothing in this grievance procedure shall preclude either party from attempting to settle any dispute informally, at any level, with the EMPLOYER to promote orderly and cooperative relationships. Such informal solutions shall be encouraged through meetings and consultations between the parties as needed. In processing any grievance, the formal procedure may be

terminated at any time and at any level by mutual agreement of the parties without prejudice to either side. Matters involving wages or matters applicable to employees who work for more than one supervisor shall be filed directly at Step II.

Time limits in this procedure shall be mandatory. The time limits may be extended only by written mutual consent of the Union President and the Human Resources Department Head or his/her designee. All grievances shall be processed and resolved in accordance with the following procedure:

STEP I

Any Employee or the Union claiming a grievance or affected by a grievance may directly, or through the Steward or an appropriate Union representative, discuss and attempt to resolve the grievance in a meeting with his/her immediate supervisor. Such discussion shall occur within seven (7) calendar days after the occurrence giving rise to the alleged violation or within seven (7) calendar days after the Employee or the Union knew or should have known of the event giving rise to the grievance.

STEP II

If the grievance is not satisfactorily resolved informally within three (3) working days after its presentation as described in Step I, it may be submitted in writing by the Union President or Grievance Committee Chairperson to the Chief of Police for resolution within five (5) working days of the Step I answer or its due date. That writing shall contain the specifics of the grievance. (Should the grievance result from written notification of termination, the Employee affected and/or the Union, shall initiate the grievance at the Step II level.) A meeting shall be held between the Chief of Police or his/her designee and appropriate Union representatives including the grievant, within seven (7) calendar days. The Chief of Police or his/her designee

shall provide a written reply within five (5) working days of the meeting. If no such meeting is held within this timeframe, the grievance shall be deemed denied.

STEP III

If the grievance is not satisfactorily resolved within five (5) working days of the Step II answer or its due date, it may be referred by a Union representative, within seven (7) working days of the answer or due date, to the Human Resources Department Head or his/her designee for resolution. A meeting shall be held between the Human Resources Department Head or his/her designee and appropriate Union representatives, including the grievant, within seven (7) calendar days. If no such meeting is held within this timeframe, the grievance shall be deemed denied. The Human Resources Department Head or his/her designee shall provide a written reply within five (5) working days of the meeting. If the Step III grievance involves the termination or recommendation for termination of an Employee, the EMPLOYER will use its best efforts to provide the Union with any written reports that the EMPLOYER plans to use as evidence at the Step III hearing at least three days before the hearing is conducted.

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) working days of the Employer's Step III answer or its due date. Prior to filing for arbitration, the Union may request a pre-arbitration meeting with the President and CEO for those disciplinary matters involving more than ten (10) days suspension or discharge. The purpose of the meeting shall be for the President and CEO or his

designee to hear the Union's position and to review the matter. The President and CEO shall provide a written reply to the Union.

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 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 by 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 order by an arbitrator, as the case may be, less any unemployment compensation or compensation from other full-time employment substituted for employment under this Agreement.

Expenses

The costs of the arbitrator, AAA administrative fee, and room fee, if any, shall be split equally between the parties.

ARTICLE 9

TRANSFERS

An employee shall receive notice, seven (7) calendar days in advance of a transfer, except in the case of an emergency. For purposes of this Agreement, a transfer shall be considered to be the move of an employee from one work shift, to another, from one division to another, or, to a special assignment under the supervision of department headquarters. The decision to transfer an employee shall be authorized by the department Chief of Police and must be given in writing.

ARTICLE 10

JOB OPENINGS

A. Job openings will be posted in accordance with the EMPLOYER's personnel policy and any employee may apply. All candidates will be uniformly evaluated and selection for the position will be made in accordance with the EMPLOYERs personnel policy. Fitness and ability being equal, seniority will prevail.

B. Employees who apply for promotional opportunities but do not meet the minimum acceptable training and experience requirements for the classification will be notified of that fact in writing. Should an employee meet those minimum qualifications but not be selected, the employee(s) will be notified in writing.

C. EMPLOYER shall send copies of job opportunity notices for bargaining unit positions to the Union's office.

ARTICLE 11

SENIORITY

A. Seniority shall be defined as the period of time of continuous employment of the employee with the EMPLOYER. Seniority shall be the prevailing factor in the areas of layoffs and, simultaneous, requests by employees for administrative leave and annual leave. The EMPLOYER shall make an effort to schedule paid leave days off based on seniority as the prevailing factor provided the employee gives the EMPLOYER at least ten days prior written notice of his request. The EMPLOYER agrees to provide the Union with a seniority list by name and work locations of all Housing Police Officers every six months during the term of this Agreement.

B. For purposes of layoffs, seniority shall be determined as follows:

1. Tier 1: For officers hired prior to 2013 the ranking on the list will go by the date of hire. Officers hired on the same date will be subsequently ranked first by those with veteran status and then alphabetically by last name.

2. Tier 2: For officers hired in 2013 the ranking on the list will go by number of years of verified prior experience as a full-time police officer. Officers in this tier will then be subsequently ranked first by those with veteran status and then alphabetically by last name.

3. Tier 3: For officers hired after 2013, the ranking on the list will go by date of hire. Officers hired on the same date will be ranked subsequently by number of years of verified prior experience as a full time police officer, followed by those with veteran status, and then alphabetically by last name.

C. Employees may submit a written request to the Chief of Police indicating their preference for shift assignment and/or scheduled days off. In filling future vacancies or in

making shift adjustments, the Chief shall take these requests and employee seniority and work performance into account.

ARTICLE 12

PROBATIONARY PERIOD

Every new employee who is appointed to a position as a Housing Police Officer shall serve the probationary period of six (6) months. Such period shall commence on the date the employees' MPO certification is transferred to the EMPLOYER. During such probationary period, and during the period before the MPO certification is transferred, employees may not grieve discipline or discharge.

ARTICLE 13

UNIFORMS AND EQUIPMENT

A. EMPLOYER agrees to provide newly hired and newly promoted Officers and Corporals with a complete initial issue of all required items. EMPLOYER shall provide the Union with a copy of said regulations and policy.

B. Housing Authority Police Officers and Corporals agree to keep their uniforms neat and presentable at all times.

C. EMPLOYER agrees to provide Officers, Corporals and Detectives with a uniform maintenance allowance in the amount of \$450.00 on April 1st of each year, which shall be tax exempt with submitted dry cleaning receipts.

D. Bargaining unit members must present receipts in order to receive reimbursement for the clothing allowance. Receipts may be presented at any time throughout the fiscal year. EMPLOYER agrees that it shall reimburse bargaining unit members within thirty (30) business days of receiving a receipt.

E. Detectives covered under the bargaining unit will receive a clothing allowance of up to \$300.00 per fiscal year for the purchase of police uniforms and police uniform related items only, provided that the detectives are required to wear a police uniform at any point during the fiscal year.

F. All EMPLOYER regulations and policies applicable to the supply, furnishing, and carrying of equipment by Housing Police Officers will continue to apply to said equipment for the term of this Agreement.

G. The EMPLOYER agrees to maintain a clothing account on behalf of each employee in the bargaining unit for the purpose of the replacement of uniform items. The account shall be in the amount of \$750.00 each fiscal year and shall be used for the purchase of items from an approved list of style, type and specification determined by the Employer. Those items shall include:

- | | |
|--------------------------|---|
| Winter Hat (1) | Ballistic Vest Cover (1) |
| Uniform Police Hat (1) | Rain Coat (1) |
| ASP (1) | Garrison Belts and Buckle (2) |
| ASP Holder (1) | Handcuffs with case (1) |
| Rain Boots (1) | Speed Loaders or Magazines with Pouches (2) |
| Belt Keepers (5) | Sweater (1) |
| Sam Brown Belt (1) | Ties (2) |
| Summer Patrol Jacket (1) | Name Tags (6) |
| Winter Patrol Jacket (1) | Pants-summer/winter (3 each) |
| Whistle (1) | Gloves (1) |
| Holster (1) | Shirts-summer/winter (5 each) |
| Flash Light (1) | Gun Cleaning Kit (1) |
| Patrol Shoes (1) | Radio holder (1) |
| Watch (1) | Flashlight holder (1) |

The account shall be established with a uniform supplier selected by the EMPLOYER in the City of Philadelphia and employees may purchase up to but not exceed the amount specified above each fiscal year. An employee's account shall be debited for the actual cost of each item(s) purchased and expenditures shall not be rounded off. If the full amount is not used, it shall not carry over to the next fiscal year. However, an employee may apply his/her remaining account balance towards the purchase of an item whose cost exceeds the amount of that balance provided the employee pays the difference out-of-pocket at the time of purchase.

This provision shall be applicable to all employees with one (1) or more years of service.

ARTICLE 14

HOURS OF WORK

The parties agree that all Housing Police Officers assigned to a patrol unit shall work twelve (12) hour shifts, including a paid lunch period. The standard work period for Housing Police Officers assigned to patrol shall be fourteen (14) days. The employee's schedule shall be split into a three (3)-day work week and a four (4)-day work week in the fourteen (14) day period. The shifts will be assigned by the EMPLOYER.

Detectives shall typically work shifts of 9am to 5pm. PHA reserves the right to change schedules and to change assignments as needed.

ARTICLE 15

REINSTATEMENT

If an individual is reinstated after the exercise of the grievance procedure and or binding arbitration as herein provided, the officer shall be restored to his/her position with prevailing existing pay rate and any back pay award shall be paid not later than 30 days after the date of the award or the final determination.

ARTICLE 16

PERSONAL LEAVE

Each permanent status 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 and they are not compensable at the time of separation. Any such personal leave days may be taken only after one week notice to the supervisor, who may not unreasonably withhold permission. However, the requirement for one weeks' advance notice shall be waived when said personal leave is used in conjunction with approved funeral leave. Where two or more employees request the same day for personal leave, seniority shall prevail within shift and location except that more officers may be granted approval by the shift supervisor in accordance with staffing needs.

ARTICLE 17

HOLIDAYS

A. Holidays shall be as follows:

New Year's Day

Martin Luther King's Birthday (As observed)

Presidents' Day

Good Friday

Memorial Day (As observed)

Independence Day

Labor Day

Columbus Day (As Observed)

Veteran's Day (As Observed)

Thanksgiving Day

Christmas Day

B. In order to be eligible for holiday pay, an employee shall be required to work or be on approved paid leave on his first scheduled work day immediately after the holiday and his last scheduled work before the holiday.

C. Employees required to work on any of the recognized holidays shall receive, in addition to holiday pay at his/her regular rate, and additional one and one-half (1 1/2) times pay at his/her regular rate of pay for the time actually worked.

D. Employees who are not scheduled to work on a day on which a holiday is observed shall receive one day's holiday pay at his/her regular rate for that day. This shall result in an addition day's pay at the regular rate, for the pay week.

ARTICLE 18

VACATION

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

Years of Service	Accrual Rate 12 hour shift	Accrual Rate 8 hour shift
Employees with five (5) full years of service or less will earn two (2) weeks of vacation.	7.0 hours per month	6.7 hours per month
Employees with more than five (5) years of service, but less than ten (10) full years of service will earn three (3) weeks of vacation.	10.5 hours per month	10.0 hours per month

Employees with more than ten (10) years of service, but less than twenty (20) full years of service will earn four (4) weeks of vacation.	14.0 hours per month	13.3 hours per month
Employees with more than twenty (20) years of service will earn five (5) weeks of vacation.	17.5 hours per month	16.7 hours per month

When an employee moves between 8 and 12 hours shifts, the employee's accrued bank of hours shall be adjusted to result in an equivalent number of days.

B. Employees may carry over fifty (50) days of annual leave from one year to the next during the term of this Agreement.

C. Vacation requests submitted shall be reviewed within shift and division/special assignment groups on a first-come, first-served basis. Where the number of leave requests submitted and not yet approved exceeds the number of employees that can be scheduled for vacation, conflicts shall be resolved based on seniority

ARTICLE 19

SICK PAY/SICK LEAVE

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

1. Employees with two (2) full years of service or less shall accrue ten (10) sick days per year, accrued at the rate of ten (10) hours per month.

2. Employees with three (3) full years of service or more shall accrue fifteen (15) sick days per year, accrued at the rate of fifteen (15) hours per month.

B. EMPLOYER has the right to adjust employee's accrued sick leave rate of accrual if/when the employee moves between 8 and 12 hours shifts.

C. If an employee has authorized sick leave and does not have accumulated sick leave to cover the length of the illness, he/she may use annual leave if the employee elects.

D. EMPLOYER has the right to make a "sick check" upon an employee during the time of his use of sick leave. Such "sick check" may only be made during the employee's designated tour of duty except during the 12:00 a.m. to 8:00 a.m. shift, during which no sick check may be made. However, the EMPLOYER may make a sick check on an employee who has a designated tour of duty during the 12:00 a.m. to 8:00 a.m. shift between the hours of 8:00 a.m. to 12:00 p.m. immediately following the designated shift. There shall be only one sick check made per day of sick leave.

E. EMPLOYER has the right, where a pattern indicative of sick abuse exists, to verify and to require verification of illness. However, such verification shall not commence until the following procedures have been completed by the EMPLOYER:

1. If the EMPLOYER, in its sole opinion, deems that a pattern of sick abuse is indicated, EMPLOYER shall issue a written warning to the employee so indicating.

2. If, after the said written warning has been issued to the employee, the employee's pattern of sick use continues to be indicative of sick abuse, EMPLOYER shall issue a written sick abuse letter notifying the employee that he/she has evidenced a pattern of sick abuse. If any employee receives a sick abuse letter, the employee will have twelve (12) months to clear the sick abuse letter from his personnel record. The sick abuse letter is a disciplinary action under the Grievance Procedure.

F. An employee who misses three or more consecutive days due to illness shall be required to produce a doctor's note verifying such illness.

G. Upon normal retirement, which is defined as:

1. 30 years of service with EMPLOYER, regardless of age;
2. 10 years of service with EMPLOYER and 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. Employees with twenty five or more years of service shall be compensated for fifty percent (50%) of said accumulated sick leave.

H. Each full-time employee may convert two (2) accumulated sick days into one (1) vacation day, provided the employee maintains a balance of fifty (50) 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 accumulated sick leave to vacation under this provision shall inform the department timekeeper, in writing, of the conversion of earned but unused sick days during the last fifteen (15) 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.

ARTICLE 20

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, person, 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 21

INJURY ON DUTY

A. An employee disabled by injury on duty must immediately notify his supervisor of said injury prior to the end of the employee's shift on which the injury occurred. If the employee fails to notify his supervisor as aforesaid the EMPLOYER will not pay the employee any money or fringe benefits during the said term of employee's disability. If the employee is unable due to his/her injury to return to the EMPLOYER's headquarters for completion of a memorandum concerning his/her injury, he/she may either mail his/her memorandum to the supervisor or contact the EMPLOYER to have a supervisor pick up his memorandum at the employee's home or hospital room, whichever is applicable.

B. 1. EMPLOYER agrees to provide Worker's Compensation coverage as provided by law, and if an employee duly notifies his supervisor as in "A" above and was injured on duty and said injury was compensable under the Worker's Compensation Statute of Pennsylvania, then EMPLOYER agrees to make up the difference between the Worker's Compensation payments to the employee and the employee's normal and regular net pay. This amount is the "IOD" payment. EMPLOYER agrees that payments to the employee will not be delayed more than ten (10) days after receipt of the employee's memorandum. The employee will be advanced pay for up to six weeks or until Worker's Compensation payments are received, whichever occurs first. If the employee receives Workers Compensation, he/she will reimburse the EMPLOYER for all of the advanced monies pursuant to a previously signed agreement to that effect. Similarly, if the employee is denied Workers Compensation, the EMPLOYER shall be made whole by the employee.

2. EMPLOYER agrees that the payments to the employees will not be delayed more than ten (10) days after receipt of the employee's memorandum. EMPLOYER may, during that time or at any other time at its discretion, make an independent investigation of the nature of the injury and whether it qualifies as an injury on duty or a continuing disability.

3. The Term for the receipt of the "IOD" payment will be three months from the date of the injury causing the Worker's Compensation claim. At the end of that Term or before (if the injury has healed sufficient for the employee to be released by EMPLOYER's designated physician for work), the employee will cease receiving IOD payment.

4. The parties shall set up an IOD panel. The responsibility of the IOD panel is to review all claims for IOD payments for employees receiving Worker's Compensation for the purpose of determining if there is cause to extend the IOD payment beyond the Term. Any approval by the Panel to extend the employee's IOD payments beyond the Term will be for a period not to exceed three months. The Panel has authority to extend any IOD payment for proper and necessary healing reasons but in no event, for more than three extensions of up to three months duration each except that:

a. When an injury occurs to an officer in the course of taking a police action while performing an EMPLOYER authorized assignment and said injury results from the officer being either shot or stabbed, a review panel consisting of the President and CEO, Chief of Police and the Union President shall meet to consider whether the nature and circumstances of the injury are such as to warrant any extended IOD payment beyond that provided above, if medically necessary. That meeting will occur within thirty days after the initial eligibility determination by the Worker's Compensation carrier. The decision as to whether the injury qualifies for such extended benefits shall be made by the President and CEO. After said review

and decision, if the employee's injury is such that he/she is eligible for an extension, and, if that becomes medically necessary at the end of the first year of benefits, the officer shall be eligible for IOD payments and benefits for up to four additional three month periods subject to the same quarterly review of the IOD Panel.

b. In the case of a work-related injury, other than as described in subparagraph 4(a) above, once the four initial three month period, have been completed, the officer will retain rights to reemployment as a police officer with EMPLOYER for up to four additional three month periods. The IOD Panel shall be responsible for reviewing such cases and will determine if the officer's rights to reemployment will be extended for the additional periods. The officer will not be entitled to any form of pay, IOD benefits, other benefits, or seniority accrual once the four initial three month periods have been completed and he/she will be treated as an "inactive employee" during such time.

The Panel's decisions are final. At the end of the above referenced time periods, an employee must either be medically able to return to full duty as a Housing Police Officer, or, be removed from employment.

5. During the Term that EMPLOYER is paying IOD payments, EMPLOYER will also provide uninterrupted Life Insurance and Medical Insurance for the employee and his dependent family and all other benefits as if the employee were in normal active status.

6. If the Panel determines that IOD should not be continued, all benefits accruing to the employee will cease on the date on which the Panel makes its decision. However, notwithstanding the Panel's determination, EMPLOYER will protect the employee's

family by providing uninterrupted Life Insurance and Medical Insurance for a period not to exceed twelve months from the date of the original injury.

7. The IOD panel will be comprised of five members. The permanent members of the IOD Panel shall be the Human Resources Department Head or his/her designee and the President of the Union. The next two members shall be appointed, one by the EMPLOYER and one by Union. The Human Resources Department Head or his/her designee and the President of the Union shall provide each other with written notice of the names of these serving members within thirty days of the ratification of this Agreement and within five days of any subsequent replacement appointee. The fifth member of the Panel will be the attorney representing the Union and the attorney representing the EMPLOYER, each will serve alternately rotating for a period of two months. Any records maintained by the fifth member of the Panel will be made available to both equally.

C. The Union and the EMPLOYER, out of mutual concern over the rapidly rising cost of Worker's Compensation Insurance and the injury on duty benefits, agree to cooperate in attempting to reduce injuries on the job, educating employees on the proper use of such benefits, and preventing potential abuse.

ARTICLE 22

LIFE INSURANCE

A. Employees shall be provided seventy-five thousand dollars (\$75,000.00) in life insurance coverage, payable to his/her designee, with double indemnity for accidental death as per the EMPLOYER's insurance coverage. EMPLOYER agrees to supply each employee a booklet describing the insurance policy.

B. Bargaining unit members shall contribute ten percent (10%) of the cost of the total premium for the life insurance plan.

ARTICLE 23

RETIREMENT PLANS

A. EMPLOYER shall provide the Union with copies of the same general information regarding the administration of the Plan as is provided to the Board of Trustees. By way of example, the information shall include: brochures, descriptive plan documents, change documents, actuarial reports, and similar documents.

B. The Defined Benefit Pension Plan will be frozen effective as of April 30, 2012.

C. With regards to the freezing of the Defined Benefit Pension Plan, in determining average earning, EMPLOYER will look to years 2005-2006-2007, the "roll up" period.

D. All bargaining unit members will be enrolled in the EMPLOYER Defined Contribution Plan.

E. Bargaining unit employees will contribute 5.5% of their gross earnings into the Defined Contribution Pension Plan.

F. EMPLOYER will contribute 5.5% of the employee's current rate of pay into the DC Plan.

ARTICLE 24

JURY DUTY PAY

When an employee is chosen for jury duty and serves, he/she will turn the jury duty pay over to EMPLOYER and it shall make his pay whole.

ARTICLE 25

COURT TIME

A. When an employee is subpoenaed to testify in court as a result of an arrest made in the performance of his duties, he/she shall be compensated at the same rate as his regular shift rate for all hours served in court during his assigned shift. If an employee is subpoenaed to testify on such a matter at times which are other than when the employee is on an assigned shift, the employee shall be compensated for those hours of actual, required court attendance at a rate of time and one-half (1½) base salary except that an employee shall be guaranteed a minimum of three (3) hours premium compensation. Premium compensation shall be payable provided the employee works his complete, normal assigned shift during that same daily time period or when the employee is required to attend court during a period which is a normally scheduled day off. Employees will not be reassigned to the day shift to avoid the payment of overtime compensation under this section. However, employees may, at their option, request that they be assigned to the day shift. If such reassignment is made, then the first sentence of this Article shall apply.

B. It is understood and agreed that time spent in court shall be included in all computations for overtime.

C. It is understood and agreed that failure to arrive in a timely fashion for court shall be considered as part of the lateness policy.

D. Time spent attending court or court preparatory sessions will be considered time worked for the purposes of this Article.

ARTICLE 26

MILITARY LEAVE

A. When an employee is called on military duty of any component of the armed services for annual training or encampment for a maximum of three weeks, he/she shall be paid by the EMPLOYER for lost wages at his regular shift rate provided the employee provides the Department with a copy of her/her military orders.

B. Provided that the employee provides the EMPLOYER with at least three months prior notice and provides a copy of the official schedule of service and provided further that such accommodation will not impact upon the EMPLOYER's FLSA or contractual liability for such employee, the EMPLOYER will permit the officer to reschedule his or her days off so as to minimize the impact of any such service.

C. Notwithstanding the foregoing, the EMPLOYER will make every good faith effort to accommodate emergency changes in schedules caused by the military if documented evidence of such emergencies is presented within twenty-four (24) hours of the employee's return to work.

ARTICLE 27

FUNERAL PAY

Funeral leave will be governed by EMPLOYER's policy in the Employee Handbook, except that "immediate family" includes mother-in-law and father-in-law. This policy may be changed by the EMPLOYER from time to time with notice to the Union, but in no event will the amount of leave allotted be reduced to less than what is currently provided in the Handbook upon ratification of this Agreement.

ARTICLE 28

MEDICAL INSURANCE

- A. The following health insurance plans shall be offered to employees:
1. Keystone HMO
 2. Blue Cross/Blue Shield Personal Choice
- B. Effective August 1, 2014, a bargaining unit member's premium contribution for the Keystone Health Care Plan East 5 (or equivalent plan), shall be ten percent (10%) of the cost of the total premium for the medical and prescription plans.
- C. Bargaining unit members shall be permitted to elect enrollment in the Authority's Keystone Health Plan East C2F2 during the 2014 open enrollment period. A bargaining unit member's premium contribution for the Keystone Health Plan East C2F2 (or equivalent plan) shall be the difference between ninety percent (90%) of the cost of the premium for the Keystone Health Care Plan East 5, and the cost of the Keystone Health Plan East C2F2 premium.
- D. Effective August 1, 2014, a bargaining unit member's premium contribution for the Personal Choice 10 Plan (or equivalent plan), shall be twenty percent (20%) of the cost of the total premium for the medical and prescription benefits.
- E. Bargaining unit members shall be permitted to elect enrollment in the Authority's Personal Choice 15/25/70 Plan during the 2014 open enrollment period. A bargaining unit member's premium contribution for the Personal Choice 15/25/70 Plan (or equivalent plan), shall be the difference between eighty percent (80%) of the cost of the premium for the Personal Choice 10 Plan, and the cost of the Personal Choice 15/25/70 Plan Premium.
- F. The Authority, shall have the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier. If an

alternate health plan is selected by the Authority, the shared contribution strategy described in this Article shall remain the same.

G. An employee who is covered by a qualified health insurance plan may opt out of coverage under one of the plans provided by PHA. If an 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.

H. Effective August 1, 2014, a bargaining unit member's premium contribution for dental and optical coverage, including for dependents, shall be ten percent (10%) of the cost of the total premium.

I. If an employee is killed in the performance of his/her duties, the Authority shall continue to provide the above insurance coverage to the deceased employee's spouse and dependent children. This coverage shall be provided to those referenced dependents who were listed as dependents by the employee on his/her insurance plans. This coverage shall continue for the spouse until such time as he/she remarries or secures similar coverage through employment or another source, and, for dependent children until such time as they reach eighteen (18) years (or twenty three (23) if a full-time student) or until such time as they are covered with similar plans from any other source.

J. A bargaining unit member's monthly premium contribution under any of the offered Plans shall be deducted proportionately each paycheck.

K. PHA reserves the right to reopen the Agreement in 2017 in order to address and renegotiate any issues raised under the Affordable Care Act.

ARTICLE 29

OVERTIME

Time and one-half shall be paid to Officers for all hours worked in excess of regularly scheduled eight (8) or twelve (12) hours in a work day, or for any hours worked during the Officer's regularly scheduled day(s) off. For eight (8) hour shift employees, they will also receive overtime for any hours worked over forty (40) in a work week.

ARTICLE 30

SHIFT DIFFERENTIAL

A. Bargaining unit members who work a 12-hour overnight shift, as determined at the sole discretion of the Employer, shall be paid a shift differential of \$0.45 per hour for all hours worked during the assigned shift. Shift differential shall not be paid for work performed during any other 12-hour shift. A 12-hour overnight shift is a shift where the majority of the assigned shift falls between 8:59 P.M. and 8:00 A.M.

B. Bargaining unit members who work an 8-hour shift shall be paid a shift differential of \$0.35 per hour for all hours worked during the shift, if the majority of the assigned shift falls between the hours of 4:00 pm and 11:59 pm, \$0.45 per hour for all hours worked during the shift, if the majority of the assigned shift falls between the hours of 12:00 am and 7:59 am.

ARTICLE 31

CONTRACTING AND LAYOFF

It is understood that the EMPLOYER may enter into a contractual agreement with an independent contractor for the provision of certain security guard services as specified in this Article. Such contractor will provide security personnel who will be assigned to booths located

in or about various EMPLOYER premises and/or entrances which were previously designated as “Operation Secure” locations.

Other than the security services described above, the EMPLOYER agrees that all work normally done by employees to whom this Agreement applies shall be assigned only to such employees, except where an emergency exists, and the subcontracted security services described above shall not be done by employees covered by this Agreement.

EMPLOYER further agrees that no presently employed Housing Police Officer will be laid off due to subcontracting or transfer of any of the security guard services described in the first paragraph under this Article.

ARTICLE 32

JOB CLASSIFICATION

Housing Police Officers shall have a job classification separate from maintenance and management. However, employees agree to assist in the performance of management and maintenance functions where an emergency exists so long as the emergency exists. Housing Police Officers in full uniform or not in full uniform may be utilized by the EMPLOYER on special burglary, robbery, gang units, and special details.

EMPLOYER agrees to furnish the local union with a list of the names of all EMPLOYER Police Officers working out of uniform and in uniform. It is specifically agreed by and between the parties that those employees working out of uniform may be assigned various hours of work by the EMPLOYER in accordance with operational needs. Any employee assigned to hours other than the shift herein determined shall be paid a shift differential for each hour actually worked during a particular shift in accordance with Article 30, Shift Differential.

ARTICLE 33

CALL-BACK PAY

When an employee is called back to work within 24 hours of his/her starting time and is not scheduled for such work, he/she shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his/her rate except that if those hours worked are immediately prior to or after the employee's normal shift. In that case, the employee will receive the overtime rate for the hours actually worked.

ARTICLE 34

WAGES

A. Wage Increases

1. Effective April 1, 2020, the base hourly rate for each classification covered by the Agreement shall be increased by 3.0%. Retroactive payment under this paragraph is payable only to employees who are active at the time this Agreement is approved by the PHA Board of Commissioners.

2. Effective April 1, 2021, the base hourly rate for each classification covered by the Agreement shall be increased by 3.0%.

B. Pay Rate Structure

The parties agree that the below table depicts the base hourly pay rate structure for the police officers in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2019	Base Hourly Rate 04/01/2020	Base Hourly Rate 04/01/2021
Housing Police Officer	1	\$22.96	\$23.65	\$24.36
Housing Police Officer	2	\$23.65	\$24.36	\$25.09
Housing Police Officer	3	\$24.36	\$25.09	\$25.84
Housing Police Officer	4	\$25.57	\$26.34	\$27.13
Housing Police Officer	5	\$27.37	\$28.19	\$29.03
Housing Police Officer	6	\$29.69	\$30.58	\$31.50

The parties agree that the below table depicts the base hourly pay rate structure for the Corporals in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2019	Base Hourly Rate 04/01/2020	Base Hourly Rate 04/01/2021
Housing Police Corporals	1	\$27.96	\$28.80	\$29.66
Housing Police Corporals	2	\$29.44	\$30.32	\$31.23
Housing Police Corporals	3	\$30.92	\$31.85	\$32.81
Housing Police Corporals	4	\$32.40	\$33.37	\$34.37

The parties agree that the below table depicts the base hourly pay rate structure for the detectives in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2019	Base Hourly Rate 04/01/2020	Base Hourly Rate 04/01/2021
Housing Police Detective	1	\$31.05	\$31.98	\$32.94
Housing Police Detective	2	\$32.52	\$33.49	\$34.50
Housing Police Detective	3	\$33.99	\$35.01	\$36.06
Housing Police Detective	4	\$39.08	\$40.25	\$41.46

1. The parties agree that there will be no other retro-effective Pay rate adjustments associated with the implementation of the above stated pay rate adjustments.

2. Employees shall advance from the entrance step to the maximum step for this classification by annual successive steps. The increment adjustment date for employees in this category shall be the date of hire.

3. Any earned pay step increase is contingent upon satisfactory work performance.

4. A newly hired police officer, with at least 10 years of verified prior experience as a full time police officer, shall be hired at the prevailing step 4 pay rate.

C. Deferred Compensation

1. Employees may participate in the Authority-sponsored Deferred Compensation Plan under the rules, provisions and benefits of that plan as they currently exist or as they may be modified by the plan administrator.

ARTICLE 35

LONGEVITY

A. Each full time employee in the bargaining unit shall receive a longevity pay increase of Four Hundred (\$400.00) Dollars as of his anniversary date for each five (5) years of complete service.

ARTICLE 36

LEGAL SERVICES FUND

A. The EMPLOYER shall contribute \$12.00 per month to a Group Legal Fund for each full-time employee within the bargaining unit.

B. The Employer agrees to submit a separate check payable to the Fund for the total amount of its monthly contribution and will make its best efforts to submit the check within seven (7) working days after the end of the month for which contributions are being

made. Along with the check, the Employer agrees to provide the name and employee number of each employee for whom the contributions are being made.

C. It is understood that said Fund shall:

1. Provide quality legal service 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 Philadelphia Housing Authority, or its duly authorized officials.
4. Not be used for the institution of any legal proceedings against the Fraternal Order of Housing Police, or any of their officers, employees, agents or representatives.
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.

D. The Union shall provide the EMPLOYER with a copy of the results of an annual audit conducted by an independent certified public accountant. Said report shall detail the expenditure of all funds and certify that the Fund is operated in an economical and ethical manner.

E. The parties agree that any unresolved dispute regarding the operation of the Fund shall be submitted for resolution to binding arbitration with the American Arbitration Association.

ARTICLE 37

MEDICAL LEAVE OF ABSENCE

A. Employees shall be entitled to request a medical leave of absence without pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Duration of Leave</u>
0-1 years of service	30 calendar days maximum
1- 10 years of service	4 months maximum
Over 10 years of service	8 months maximum

Prior to an employee's being placed on a medical leave of absence without pay status, the employee must first exhaust all available sick leave accumulated by the employee and all but five (5) days of accumulated annual leave.

B. Upon requesting such leave of absence, employee must submit a written opinion from his doctor to Authority indicating diagnosis, treatment, and prognosis as to when the employee will be able to return to work.

C. A physician's certification will also be required, as aforesaid, in the case of all employees who request a medical leave of absence.

D. During the medical leave of absence, the Authority will continue to provide the employee with all of medical insurance benefits provided for under this contract.

E. During the medical leave of absence, the Authority will maintain the employee's life insurance coverage.

F. The employee must notify in writing the Authority's Executive Vice President of Human Resources two weeks prior to his return to active duty of his intention to

return. Failure to so notify the Director of Human Resources will result in the employee's being terminated.

G. Employees shall continue to accrue seniority during an approved medical leave of absence

H. Bargaining unit members may not combine a Medical Leave of Absence with any other form of leave, to be absent from work for more than one year.

ARTICLE 38

PERSONAL DATA

On written forms to be supplied by the EMPLOYER, all employees are required to furnish to the Human Resources Department in writing their current residence address and current telephone number. The aforesaid data must be kept current and if an employee's residence and/or telephone number changes, the employee must notify the Police Department in writing on a form provided by the EMPLOYER within 72 hours of the new residence address and/or new residence telephone number. Otherwise, such employee may be subject to disciplinary action in accordance with EMPLOYER regulations. EMPLOYER acknowledges the privileged nature of this information and agrees to maintain security to protect this information from general dissemination.

EMPLOYER acknowledges that it is the responsibility of its managers and supervisors to handle and disseminate personal information in a discrete manner and shall ensure that it is treated on a confidential, need-to-know basis.

ARTICLE 39

NO DISCRIMINATION

Neither the EMPLOYER nor the Union shall discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, sex or any other legally recognized protected class.

ARTICLE 40

TUITION REIMBURSEMENT

A. Each regular full-time employees 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 Resources 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. EMPLOYER shall promptly reimburse the employee.

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

ARTICLE 41

DIVISION HEADQUARTERS

EMPLOYER has the absolute right to add additional headquarters, reduce the number all the way to zero, and/or change the location of division headquarters provided notice is given in advance of the addition, reduction, and/or change of location to the Union.

The Union President or his/her designee shall have the right to inspect all facilities designated for use by members of the unit, to include lockers and bathrooms, with advanced notice to the Chief of Police or his/her designee for possible endangerment of the employee's health, welfare or safety or for a violation of contract provisions. If the Union President or his/her designee is on duty at the time of the inspection, he/she must first obtain permission from the Chief of Police or his/her designee to leave his/her work assignment.

ARTICLE 42

JOINT LABOR-MANAGEMENT COMMITTEE

A. The parties agree to participate in a Joint Labor-Management Committee to discuss and study labor-management issues related to this Agreement. Each party shall name three (3) persons to participate on the committee. Individual grievances shall not be a subject of discussion. No action, discussion, or recommendation shall be considered in any way a usurpation of collective bargaining negotiations or the Agreement between the parties. However, material explored or discussed by the Committee may become material for future negotiations.

B. The Committee shall meet as needed, but not less than once every three months, at a mutually agreed upon time and place. Subjects for discussion shall be listed on an agenda which shall be circulated to members of the Committee prior to the meeting. Items for discussion may include though not necessarily be limited to the type of equipment used (radios, weapons, ammunition, vests, etc.), methods of reducing risk, and similar issues.

C. Employees shall participate on the Committee without loss of time or pay.

D. EMPLOYER shall participate in a Labor Management Committee for the purpose of discussing employee development and training opportunities. Employer representatives of that committee shall include representatives from the Human Resources and Police Departments.

ARTICLE 43

REIMBURSEMENT FOR DAMAGE OR LOSS TO PERSONAL PROPERTY OR EQUIPMENT

If, as a result of a physical confrontation occurring on the job, there is damage to equipment and uniform furnished by the employer to the employee, the EMPLOYER will repair or replace such damaged equipment or uniform, provided the employee promptly reports same to his supervisor during that shift.

In addition, if as a result of a physical confrontation in furtherance of his/her employment, an employee's eyeglasses are lost or damaged, the EMPLOYER will reimburse the employee for such damage or replace said eyeglasses at the EMPLOYER's sole option provided the employee promptly reports same to his superior during the shift.

Reimbursement shall occur within thirty (30) days of a claim being submitted, and reimbursement shall be capped at \$225.

ARTICLE 44

DAMAGE TO AUTHORITY VEHICLES

Employees shall not be required to reimburse or pay the EMPLOYER for any damages to EMPLOYER-owned vehicles occurring while they are driving such vehicles in the course of their employment. It is understood by the parties hereto that negligent use of Authority vehicles is grounds for discipline.

ARTICLE 45

QUALIFYING TIME

An employee's initial weapons requalification attempt shall be scheduled at a range designated by the EMPLOYER during an on-duty period and the employee shall be paid his/her regular rate while attempting to requalify. The employees who work night shifts at the time they are required to requalify with their weapons will be placed on day work for the particular day on which they are to qualify.

If an employee does not qualify with a weapon on his/her first attempt, he/she shall be granted one additional opportunity to qualify. The second qualification attempt must take place within one week of the first attempt unless the designated range is not available within that week, in which case the second qualification attempt shall take place on the next date that the range is available. EMPLOYER shall pay for the cost (range fee and necessary ammunition) of an officer's first and if needed, second qualification attempt(s) each year.

ARTICLE 46

CALL-IN OF ABSENCE

Employees who are ill must inform personnel authorized by the EMPLOYER to accept such notice that the employee cannot report because of illness one hour or more prior to the start of his scheduled shift.

ARTICLE 47

SCHEDULED DAYS OFF

The EMPLOYER will make reasonable efforts to see that employees will be assigned to two consecutive days off except that such an assurance cannot be made for a pay period during which an employee is transferred from one shift to another, from one division to another, or to a special assignment within each shift or division/special assignment work unit.

ARTICLE 48

RADIO COMMUNICATIONS

EMPLOYER shall maintain a list of direct dial telephone numbers to the Philadelphia Police Department Radio Room consoles (including "J" band) in order to ensure adequate communication for the protection and safety of all Housing Police Officers.

The Union shall have the right to a semi-monthly inspection and monitoring of the EMPLOYER's radio facilities for the purposes of enforcement of this provision provided that such inspection and monitoring shall be at no cost to the EMPLOYER.

ARTICLE 49

PATROL CARS

A. All automotive equipment of the EMPLOYER which carry emergency lights shall be equipped with operative siren warning devices. The sirens shall be standard, professional, emergency vehicle electronic sirens. Employees shall have no obligation or duty to repair EMPLOYER vehicles, including flat tires, unless they have been assigned to duty in the vehicle maintenance yard.

B. EMPLOYER shall only require employees to operate vehicles which are mechanically safe and the EMPLOYER shall make best efforts to maintain its equipment at operational level at all times.

ARTICLE 50

LOCKER ROOM AND FACILITIES

A. EMPLOYER will provide each Officer with a locker at the Headquarters.

There will be separate male and female locker rooms at the Headquarters.

B. The EMPLOYER shall provide, in its Headquarters' locker room area, a wash room and toilet facility in good working order.

C. EMPLOYER shall provide up to two securable bulletin boards for use by the Union to post union notices. The bulletin boards shall be located at Headquarters, large locker rooms, or similar locations and shall be out of the view of the general public. Prior to the posting of any notice, it must be reviewed and initialed by the Union President and the Chief of Police.

ARTICLE 51

OUTSIDE EMPLOYMENT

EMPLOYER agrees that an employee may obtain outside employment, subject to approval by the Chief or his/her designee. However, such outside employment may not be in contradiction with the EMPLOYER's policies. The employees agree to allow the EMPLOYER to obtain from the employee information relating to the sites of their outside employment.

ARTICLE 52

UNION ACTIVITY PAYMENT

Union Grievance Committee Chairman, Negotiation Chairman and/or Union President are to be paid for all time expended on behalf of the Association when dealing with the Authority in negotiations, grievances, or representation of the Union including arbitration. Payment to be made at straight time at the employee's shift differential or at the Authority's option to be shifted

to day work during the period in which he is engaged in such representation, provided that no employee shall receive payment for any day in excess of eight (8) hours for such Union activity.

ARTICLE 53

LAYOFFS

EMPLOYER, unless otherwise restricted by the terms of this Agreement, may lay off employees in accordance with seniority and the Personnel Policy Manual during the term of this Agreement provided, however, that any employee who was laid off in accordance with the terms of this Agreement shall be given a priority for employment with the EMPLOYER in any other job classification for which he/she qualifies that is then available or becomes available during the term of his layoff.

ARTICLE 54

DISCIPLINE

- A. Disciplinary action shall only be imposed upon an Employee for just cause.
- B. All disciplinary actions shall be grievable.
- C. EMPLOYER agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed, providing the employee with the basis of the just cause for such disciplinary action.
- D. Any Employee who is requested to appear before any authorized representative of management of the EMPLOYER for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to result, is entitled to Union representation upon request of said employee.
- E. Should an instance occur or situation arise in which the EMPLOYER believes that disciplinary action is warranted, the following general procedures shall be applied:

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 written notification of the discipline set forth in paragraph E-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 the written notification set forth in paragraph E--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.

ARTICLE 55

DISABILITY INSURANCE

A. Upon receipt of a written request from the Union, the EMPLOYER shall establish a monthly employee payroll deduction for personal disability insurance coverage with one (1) insurance carrier designated by the Union, the EMPLOYER shall deduct said personal disability insurance premium on a monthly basis and forward it to the designated carrier provided that an employee delivers a duly executed form authorizing said deduction. That authorization must indicate the amount of monthly deduction, the term of the deduction and the carriers confirmation of those terms.

B. Except for the deduction of employee premiums and the transmittal of those premiums to the carrier, the EMPLOYER accepts no responsibility or liability for this insurance.

C. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments 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.

D. Upon receipt of the authorization from the long term disability insurance carrier, the current monthly deductions shall be changed to weekly deductions in amounts certified by the same carrier.

ARTICLE 56

EMPLOYEE ASSISTANCE PROGRAM

EMPLOYER will make an Employee Assistance Program available to employees.

ARTICLE 57

DRUG TESTING

All employees shall be subject to the drug testing policies in the Police Directives, except where the Directives provide for random drug testing.

The parties agree that the EMPLOYER shall have the right to conduct post-accident drug tests on bargaining unit members. Testing will be conducted by a certified testing facility, which may include a PHA vendor, when available, or any local hospital, and will follow current NTSB standards.

ARTICLE 58

NO STRIKES OR LOCKOUTS

During the term of this Agreement or extensions thereof, and during any period of negotiations for the renewal of this Agreement, there shall be no lockout by the EMPLOYER, and no strike, stoppage of work, picketing, boycotting, or other activity by the Union or with the Union's consent, instigation or sufferance, which results or is intended to result in any interruption, or interference with the normal operation of the EMPLOYER.

ARTICLE 59

EMPLOYER POLICIES

Bargaining unit members are subject to any and all rules and policies of the EMPLOYER, including but not limited to those in the Employee Handbook, except where such rules or policies conflict with this Agreement.

ARTICLE 60

DURATION

Either party may terminate this Agreement at the end of such term by giving to the other party written notice of intention to terminate at least sixty (60) days prior thereto, but in default

of such notice this Agreement shall continue on the same terms and conditions for a further period of one (1) year and from year to year thereafter, unless and until terminated by either party hereto giving to the other party sixty (60) days written notice previous to the expiration of the then current term.

ARTICLE 61

CONSOLIDATED AGREEMENT

The parties agree that this Consolidated Agreement shall constitute the complete and entire Agreement between the parties.

This Agreement may only be modified by a written mutual agreement signed by representatives of both parties.

ARTICLE 62

RATIFICATION AND APPROVAL

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

ARTICLE 63

CONSTRUCTION

In the interpretation of this Agreement, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural.

Paragraph headings are for convenience only and do not modify in any way the actual content or meaning of the terms and conditions embodied in the Agreement.

ARTICLE 64

SEVERABILITY

In the event any portion of this Agreement shall be contrary to law or to applicable rules and regulations of the United States Department of Housing and Urban Development under the

United States Housing Act of 1937, such provision shall not be enforceable by either party. However, the remainder of this Agreement shall remain in full force and effect. Furthermore, notwithstanding any provision set out in the 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 65

SIGNATORY CLAUSE

In WITNESS WHEREOF, EMPLOYER and the Union, intending to be legally bound, agree that this Consolidated Collective Bargaining Agreement constitutes the full Agreement between the parties.

PHILADELPHIA HOUSING AUTHORITY

By: _____
Kelvin A. Jeremiah
President & CEO

Date: _____

FRATERNAL ORDER OF HOUSING POLICE

By: _____

Date: _____

APPENDIX 2

Emails received for the December 17, 2020 Board meeting (as written)

Re: Resolution #7 (12132)

My name is Jordan Ostrum and I am a resident of Philadelphia submitting my comment concerning the Resolution Authorizing the Renewal of Collective Bargaining Agreement with the Fraternal Order of Housing Police.

I am relatively new to Philly, but in my two years here I have already fallen for the City of Brotherly Love and Sisterly Affection. The walkable streets, homey book stores, and gorgeous views are all things I cherish. What disappoints me about Philly, however, is the lack of compassion for and sheer number of unhoused Philadelphians. I believe this lack of compassion is reflected in the Philadelphia Housing Authorities being one of the few Housing Authorities with its own police unit.

Housing is a human right, but for the PHA to retain its own police unit sends a violent message that housing is only for people with wealth. I urge the PHA Board to do the right thing and disband the Fraternal Order of Housing Police.

Sincerely,
Jordan Ostrum
Philadelphia, PA 19128

.....

Re: Resolution #7 (12132)

It is my firm belief that the Philadelphia Housing Authority, as the State of Pennsylvania's largest single landlord should not possess a private police force at all. The original logic which gave rise to Housing Authority Police Departments, that municipal Police Departments did not have the resources to tackle the unique challenges of patrolling high-rise public housing projects and that therefore Housing Authorities should develop their own force, has largely become irrelevant in an age where what's left of high rise housing developments are being sold or demolished. No other major city in America has retained a specialized Housing Authority Police Department, yet the PHA has expanded its force from 13 to over 70 members in just a few short years.

PHA Police are used regularly by this administration to perform evictions and ejections without a court order. Indeed, notice was served to at least one squatter with a clearly established residence claim this very morning, threatening her with a felony criminal charge for simply living in one of the Housing Authority's many hundreds of vacant buildings and denying her basic rights to a civil court procedure that any other landlord would have to submit themselves to. It is the PHA Police which embolden PHA management to flout and put themselves above the law of the land.

As OccupyPHA has consistently documented over many years, PHA Police are often found outside of their jurisdiction performing policing duties and therefore complicate or invalidate legitimate policing activities of the Philadelphia Police Department.

Given that the PHA Police have their own phone number and are not summoned by calling 911, there is a critical lack of accountability and documentation for PHA Police activity. When a citizen calls 911, a clear record is created regarding that call which is often crucial to determine whether or not Police behaved accordingly in response. PHAPD leaves no such paper trail, complicating any attempt to review their behaviour and hold it accountable.

This particular contract falls into the same pitfalls of many police union contracts when it comes to disciplinary procedures and grievance responses. This contract will ratify that no matter how serious the infraction, officers may access a binding arbitration grievance process which time and again has consistently favored the disciplined officer and will reinstate officers who have committed even the most grievous of offenses.

Unlike other workers, Police personnel are much more than simply workers in a workplace. They bear the powers of exceptional use of force, including deadly force, and they should be held to a much higher standard than an ordinary union contract.

In light of these points, I ask that the Board, instead of ratifying this contract, delay a vote and consider whether or not the resources spent on policing services might not be better spent on maintaining its existing housing stock and that the Philadelphia Housing Authority Police be phased out of existence as soon as possible to achieve this end.

Thank you
Wiley Cunningham, Philadelphia Housing Action

General Comment

I am writing today to ask that the Board take note and acknowledge that the Executive of PHA Kelvin Jeremiah has put into writing and signed an agreement with OccupyPHA that, among other things, the PHA will from here on out respect the established and legal channels of civil court procedures for dealing with evictions and ejections. For too long the Housing Authority has relied on intimidation and extra-judicial means for removing unwanted tenants and squatters, denying them their basic legal rights. The PHA's mechanism for doing this has most often come in the form of an unaddressed letter with a 48 hour quit notice, threatening arrest for criminal trespassing and using its own private police department to carry out removals and arrests.

This process is simply not in accordance with the law of the land. It is illegal. In Philadelphia there exists a court infrastructure to deal with evictions and ejections that every other landlord in this city must utilize in order to resolve situations where they have a dispute with a tenant or someone who has established residence in a vacant and neglected property. It is clear in the 1937 Housing Act that the Housing Authority must comply with all local laws, and yet this Housing Authority has been failing to do so on this matter for a period of decades.

Despite having an agreement in writing, and despite multiple assurances on the part of the executive level of the Philadelphia Housing Authority, we have observed that the PHA continues to commit these illegal, extra-judicial evictions and ejections. We ask that the board acknowledge that it is no longer the practice of the PHA to perform illegal evictions and ejections and commit publicly to following the laws of the City of Philadelphia as regards the removal of tenants and squatters from their properties, just like any other landlord would have to do. We ask that the board oversee and ensure that the PHA translates this agreement into all relevant operating guidelines and that PHA staff who continue to flout these new guidelines be subjected to disciplinary action.

Thank you
Wiley Cunningham, Philadelphia Housing Action