



## PHA BOARD of COMMISSIONERS MEETING MINUTES

Thursday, June 19, 2014, 3 p.m., at 12 S. 23rd St., Philadelphia, PA 19103

The regular meeting of the Board of Commissioners was brought to order at approximately 3:05 p.m. by the Chair, Lynette Brown-Sow, with Commissioners Camarda, Callahan, Wetzel, Tate, and Coney in attendance, as well as President & CEO, Kelvin Jeremiah ("CEO Jeremiah") and Board Secretary and General Counsel, Barbara Adams. The Chair began the meeting by requesting a moment of silent reflection.

CEO Jeremiah reviewed the procedure for public comment and then announced that a hearing was held, on the date of this meeting, on the resolutions submitted by the Mayor to have the City Council approve the nominations of Asia Coney and Ethel Wise, as elected Resident Commissioners, and Julia Danzy, as an appointed Commissioner, to the Board, and the nominees were approved. The prospective Commissioners still need to be trained and are not yet appointed, but it is expected that they will be seated for the September 2014 Board meeting.

Other announcements by CEO Jeremiah were that: 1) Hagop Keshishian is now the Director of Maintenance and Tom Magras is now Supervisory Property Manager of Conventional Sites; 2) on May 22, 2014, CEO Jeremiah testified on behalf of PHA before the U.S. House of Representatives' Committee on Oversight & Government Reform's Subcommittee in D.C. to provide insight and commentary on waste, fraud, abuse, and mismanagement in public housing authorities; 3) PHA is soliciting public comments to consider the adoption of a Smoke-Free Policy and the 30-day comment period is from June 16 through July 16, 2014; 4) PHA is moving forward with the process of creating a comprehensive Strategic Directions Plan, as a part of which resident meetings will take place in the coming weeks and all residents are invited to participate; 5) PHA is celebrating National Homeownership Month this month by hosting three homeownership workshops, at which residents will be provided resources to help reach their goal of homeownership; 6) July 17<sup>th</sup> is the graduation date for participants in the current Pre-Apprenticeship cycle, after which there be a total of 43 residents who have graduated from the program and been hired by PHA; and 7) PHA's Summer Food Service will run from June 23<sup>rd</sup> through August 22<sup>nd</sup>, at 20 PHA sites throughout the City, providing meals for PHA youth between the ages of 3 and 18 and also providing 35 part-time jobs for PHA and local residents.

CEO Jeremiah noted that there will be no Pre-Board or Board meeting in August and the July Board meeting will be held at the John F. Street Center at 1100 Poplar Street at 3p.m. on July 17, 2014. At that meeting PHA will welcome scholarship recipients, pre-apprenticeship graduates and interns.

The Chair then inquired whether there were any corrections to the minutes of the Board meeting of May 15, 2014, and hearing none, declared the minutes approved as submitted.

Twelve resolutions were presented, all of which were unanimously approved.

**Resolution 11703**, attached in Appendix 1, was presented by Erik Soliván, Vice President - Policy, Research and Enterprise Planning ("VP-PREP"), for approval of PHA's Annual MTW Report for submission to HUD, for PHA's Fiscal Year 2014, which reports on the annual progress PHA has made under the HUD MTW Demonstration Program, and certifies that the report reflects that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible

low-income families under MTW as would have been served absent the demonstration; and 3) maintaining a comparable mix of families, by family size, as would have been served or assisted had the amounts not been used under the demonstration. Commissioner Wetzel noted that he is the chair of the Policy & Planning Committee, which reviewed the resolution and recommends its approval, and he moved for its adoption. Following a second, the opportunity for public comment and there being no discussion, the resolution was unanimously approved.

**Resolution 11704**, attached in Appendix 1, was presented by Erik Soliván, VP-PREP, to approve amendments to the Admissions and Continued Occupancy Policies for public housing and the Administrative Plan applicable to the Housing Choice Voucher Program. The amendments add statutory definitions and accord with statutory requirements, in order to clarify PHA's gender-neutral procedures and requirements with regard to protection from violence and requests for reasonable accommodation. Commissioner Wetzel noted that he is the chair of the Policy & Planning Committee, which reviewed the resolution and recommends its approval, and he moved for its adoption. Following a second, the opportunity for public comment and there being no discussion, the resolution was unanimously approved.

**Resolution 11705**, attached in Appendix 1, was presented by Erik Soliván, VP-PREP and Anthony F. Williams, Vice President, Procurement, Sourcing & Contracting – Supply Chain Management (“VP-SCM”), to authorize PHA to contract with the Bronner Group, LLC; Edgemere Consulting Corp.; and CSG Advisors, Inc., to provide consultant management services in areas such as multi-financing assessments, trainings, operational reviews, strategic planning, and assistance with HUD requirements. The total aggregate amount of the contracts is not to exceed five million five hundred sixteen thousand eight hundred seventy-five dollars (\$5,516,875.00). Commissioner Wetzel noted that he is the chair of the Policy & Planning Committee, which reviewed the resolution and recommends its approval, and he moved for its adoption. Following a second, discussion by the Board and the opportunity for public comment, of which there was none, the resolution was unanimously approved.

**Resolution 11706**, attached in Appendix 1, was presented by Joanne R. Strauss, Executive Vice President - Human Resources (“EVP-HR”), to authorize PHA to obtain the approvals necessary from any governmental entity to enter into a project labor agreement (“PLA”) and to negotiate and execute one or more PLAs with the appropriate labor organizations for PHA construction contracts over \$5 million dollars, lasting for up to a five (5) year period, provided that the PLA will: 1) reduce the labor cost on PHA projects; 2) promote efficient and expeditious completion of PHA construction projects; 3) require that at least 25% of the workforce on such projects be PHA residents; and 4) require at least 20% MBE and WBE participation. Commissioner Wetzel noted that he is the chair of the Policy & Planning Committee, which reviewed the resolution and recommends its approval, and he moved for its adoption. Following a second, there was discussion by the Board and CEO Jeremiah, as well as the opportunity for public comment, of which there was none. The resolution was unanimously approved.

**Resolution 11707**, attached in Appendix 1, was presented by Michael Johns, Senior Executive Vice President – Capital Projects and Development and Anthony F. Williams, VP-SCM, to authorize PHA to contract with Catholic Health Care Services for an operating subsidy not to exceed five hundred fifty dollars (\$550.00) per unit per month through an Annual Contributions Contract (“ACC”) and \$1.8 million in capital funds, for the construction of residences within Saint Francis Villa Senior Housing, to include forty (40) rental affordable housing units for low-income seniors. The total aggregate amount of this contract is not to exceed two hundred sixty-four thousand dollars (\$264,000.00) per unit. Commissioner Wetzel noted that he is the chair of the Policy & Planning Committee, which reviewed the resolution and recommends its approval, and he moved for its adoption. Following a second, discussion by the Board and the public, the resolution was unanimously approved.

**Resolution 11708**, attached in Appendix 1, was presented by William Myles, Acting Executive Vice-President of Community Operations & Resident Development and David Walsh, Acting Executive Vice President – Supply Chain Management (“AEVP-SCM”), to authorize PHA to contract with Education Works and The Dream Program to provide summer youth program services for four hundred seventy (470) PHA residents at eighteen (18) sites, for July and August of 2014. The total aggregate amount of the contracts is not to exceed three hundred fifty-six thousand dollars (\$356,000.00). Commissioner Tate stated that she is the chair of the Resident Services Committee, which reviewed the resolution and recommends its approval, and she moved for its adoption. The motion was seconded and there was discussion by the Board and the public, as part of which Commissioner Callahan requested a report at the end of the summer on the amount of time spent on different activities. The resolution was unanimously approved.

**Resolution 11709**, attached in Appendix 1, was presented by Anthony F. Williams, VP-SCM, and Thomas Kuhar, Acting Vice President – Capital Projects and Development, to authorize PHA to contract with Keating Building Company; Dale Construction; Domus, Inc.; The McKissack Group Inc.; Gilbane Building Company; Shoemaker/Synterra; and TN Ward Company Builders, for large project construction management services. The contract is for a total aggregate amount not to exceed four hundred fifty million dollars (\$450,000,000.00). Commissioner Callahan, as chair of the Finance Committee, which reviewed the resolution, moved for its adoption. Following a second, discussion by the Board and the public, the resolution was unanimously approved by all Commissioners in attendance. (Commissioner Tate was briefly out of the room, including during this vote).

**Resolution 11710**, attached in Appendix 1, was presented by Dave Walsh, AEVP-SCM and Clare Ann Fitzgerald, Deputy General Counsel – Office of General Counsel, to authorize PHA to contract with Conner Strong & Buckelew for insurance broker and consulting services. The total aggregate amount of the contract, if all options are exercised, is not to exceed six hundred sixty thousand dollars (\$660,000.00). Commissioner Callahan, as chair of the Finance Committee, which reviewed the resolution, moved for its adoption. Following a second, the opportunity for public comment and there being no discussion, the resolution was unanimously approved by all Commissioners in attendance (Commissioner Tate was briefly out of the room, including during this vote).

**Resolution 11711**, attached in Appendix 1, was presented by Dave Walsh, AEVP-SCM and Michael Johns, Senior Executive Vice President – Capital Projects and Development, to authorize PHA to modify its contract with Dale Corporation for construction management services for the Strawberry Mansion Oakdale Street Redevelopment Project and ratify amounts committed under the original contract. The modification is for the bifurcation of the project into two task order contracts and the addition of three residential units to the Oakdale Street task order contract. The total contract modification amount is not to exceed one million nine hundred forty-eight thousand four hundred twelve dollars (\$1,948,412.00) and the ratification amount, for previous amounts encumbered under the previous contract, is in the amount of twenty-one million fifty-three thousand five hundred thirty-five dollars (\$21,053,535). Commissioner Callahan, as chair of the Finance Committee, which reviewed the resolution, moved for its adoption. Following a second, there was discussion and public comment, during which the Chair stated that the Policy and Planning Committee would review various issues that are to be clarified by Jihad Ali, who spoke as part of the public comment on the resolution. The resolution was unanimously approved.

**Resolution 11712**, attached in Appendix 1, was presented by Joanne R. Strauss, EVP-HR, to authorize PHA to execute a five-year Renewal Memorandum of Agreement with the Building and Construction Trades Council, which covers PHA’s 642 maintenance employees. Commissioner Callahan noted that she is the chair of the Finance Committee, which reviewed the resolution and she

moved for its adoption. Following a second and discussion, including public comment, the resolution was unanimously approved.

**Resolution 11713**, attached in Appendix 1, was presented by Joanne R. Strauss, EVP-HR, to authorize PHA to execute a five-year Renewal Memorandum of Agreement with District Council 33, American Federation of State, County and Municipal Employees, AFL-CIO, Local 934, which covers PHA's 57 service representatives, clerks and warehouse workers. Commissioner Callahan, as chair of the Finance Committee, which reviewed the resolution, moved for its adoption and commended PHA staff and the unions for their work in coming to this and the other union agreements reviewed in this Board meeting. Following a second and discussion, including public comment, the resolution was unanimously approved.

**Resolution 11714**, attached in Appendix 1, was presented by Joanne R. Strauss, EVP-HR, to authorize PHA to execute an agreement with the Building and Construction Trades Council of Philadelphia and Vicinity for the hiring of provisional employees to perform major rehabilitation work on PHA properties. Commissioner Callahan, as chair of the Finance Committee, which reviewed the resolution, moved for its adoption. Following a second and the opportunity for public comment, with there being no discussion, the resolution was unanimously approved.

**The public comment period was then held**, beginning at approximately 4:40 p.m., after which the meeting was adjourned by the Chair at approximately 5:20 p.m.

Sign-up sheets with the names of members of the public speaking on particular resolutions, as well as the sign-up sheets with names of members of the public signing up to speak in the general comment period, with a designation of the topic, are attached as Appendix 2.

Respectfully submitted,



*Barbara Adams*  
Barbara Adams  
Secretary  
Philadelphia Housing Authority

# APPENDIX 1

**RESOLUTION NO. 11703**

**RESOLUTION APPROVING THE ANNUAL MOVING TO WORK ("MTW") REPORT FOR FISCAL YEAR 2014 FOR THE PHILADELPHIA HOUSING AUTHORITY ("PHA") FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND CERTIFYING THAT PHA HAS MET THE THREE MTW STATUTORY REQUIREMENTS**

**WHEREAS**, the U.S. Department of Housing and Urban Development ("HUD") requires the Philadelphia Housing Authority ("PHA"), as a participant in the Moving to Work Demonstration Program ("MTW"), to submit an Annual Report on status of its programs, operations, and finances in a form specified and required by HUD; and

**WHEREAS**, under the MTW Agreement, at the end of PHA's fiscal year HUD will assess PHA's annual performance by comparing, PHA's goals, as stated in its approved MTW Annual Plan, to its actual performance, as stated in its Annual Report; and

**WHEREAS**, PHA must include in the MTW Annual Report all required elements as described in the MTW Agreement; and,

**WHEREAS**, the MTW Agreement, OMB Control Number 2577-0216, VI (C), requires a certification in the Annual Report that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible low-income families under MTW as would have been served had the funding amounts not been combined under MTW; and, 3) maintaining a comparable mix of families, by family size, as would have been served or assisted had the amounts not been used under the MTW demonstration; and

**WHEREAS**, the Annual Report must be submitted no later than 90 days after the end of PHA's fiscal year; and

**WHEREAS**, PHA's fiscal year ended on March 31, 2014 and its Annual Report is due to HUD on or before June 30, 2014; and

**WHEREAS**, PHA has prepared its Annual MTW Report for Fiscal Year 2014, submitted it to the Board and resident leadership for review, it is ready for timely submission to HUD and it contains all the required elements;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby approves PHA's Annual Report for the MTW Demonstration Program for Fiscal Year 2014 (period ending March 31, 2014), as distributed to the Board and resident leadership and made available to the public, for submission to HUD; certifies that the report reflects that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible low-income families under MTW as would have been served had the funding amounts not been combined under MTW; and 3) maintaining a comparable mix of families, by family size, as would have been served or assisted had the amounts not been used under the MTW demonstration; and authorizes the President and CEO, or his authorized designee(s), to undertake all necessary actions including, but not limited, to responding to HUD comments and requests for additional information, in order to secure HUD approval for the Annual Report.

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
*William Adams, General Counsel*  
ATTORNEY FOR PHA

RESOLUTION NO. 11704

**RESOLUTION APPROVING AMENDMENTS REGARDING VIOLENCE AGAINST WOMEN AND REASONABLE ACCOMMODATION PROVISIONS TO THE PHILADELPHIA HOUSING AUTHORITY'S PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY AND THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has Admissions and Continued Occupancy Policies ("ACOP") applicable to the Public Housing program, amended August 19, 2013, that provide for PHA to update the ACOP to reflect changes in regulations, MTW initiatives, PHA operations, or when needed to ensure staff consistency in operation; and

**WHEREAS**, PHA has an Administrative Plan applicable to the Housing Choice Voucher Program ("Administrative Plan"), amended August 19, 2013, that provides for PHA to update the Administrative Plan to reflect changes in regulations, MTW initiatives, PHA operations, or when needed to ensure staff consistency in operation; and

**WHEREAS**, PHA has determined that the proposed amendments to the ACOP and the Administrative Plan, as substantially reflected on the attached Summary Sheet attached to this Resolution, are necessary and appropriate, due to recent legislative changes and the necessity for staff consistency in operation; and

**WHEREAS**, PHA wishes to comply with applicable recent statutory requirements for the Violence Against Women ("VAWA") and Department of Justice ("DOJ") Reauthorization Act of 2013; as well as Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, generally; and to set forth more thoroughly PHA's gender-neutral policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking; and

**WHEREAS**, PHA held a public hearing on the proposed amendments on May 7, 2014 at 3 p.m. at the John F. Street Center, 1100 Poplar St., Philadelphia, PA, and made a presentation to the resident leadership regarding the proposed amendments on May 13, 2014 at 5 p.m. at 12 S. 23rd St., Philadelphia, PA;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby approves the changes to the ACOP and Administrative Plan, as substantially reflected on the attached Summary Sheet (Exhibit "A," attached to this Resolution), to be effective as of 12:01 a.m. on July 1, 2014.

I hereby certify that this was

APPROVED BY THE BOARD ON 6/19/14

Barbara Adams, Street Council  
ATTORNEY FOR PHA

**PROPOSED AMENDMENTS TO THE ACOP AND HCV ADMINISTRATIVE PLAN**

**I. ACOP Amendments**

**A. Chapter 3: FAIR HOUSING & EQUAL OPPORTUNITY**

Page 10 – Violence Against Women Act

These revisions are to provide safety and structure to victims of domestic violence, dating violence, sexual assault, and stalking, as well as expanding the protections for reasonable accommodation. In the development and implementation of these changes, PHA incorporates Department of Justice (DOJ) and Office on Violence Against Women's (OVW) modifications to the recently reauthorized Violence Against Women Act (VAWA) enacted March 7, 2013, which strengthen federal protections. The reauthorization creates new, and amends existing grant programs, and VAWA now extends gender-neutral protection to: 1) public housing residents; 2) immigrants; 3) lesbian, gay, bisexual, or transgendered (LGBT) persons; 4) college students (an individual enrolled part- or full-time at college or university); and 5) Youths (a person who is 11 to 24 years old).

**Definitions as Used in the Violence Against Women Act**

The definitions used in VAWA are to be included in the ACOP, for the following terms: 1) domestic violence; 2) dating violence; 3) stalking; 4) sexual assault; and 5) affiliated individual. PHA's previous definitions for the first 3 terms will be replaced and the statutory definitions added for the 4<sup>th</sup> and 5<sup>th</sup> terms.

**Prohibition Against Termination of Assistance to Victims of Domestic Violence, Dating Violence, Stalking, and Sexual Assault**

Page 11-Violence Against Women Act

**New Recommended Language-** PHA may exercise its discretion to bifurcate a lease in order to evict, remove or terminate assistance to tenants or lawful occupants who perpetrate such violence against victims or affiliated individuals.

**New Recommended Language-** PHA may terminate assistance or evict a tenant for any violation of the lease not premised on the kinds of violence described above, as long as PHA refrains from subjecting a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than applied to other tenants facing lease termination.

**New Recommended Language-** Notwithstanding the protections provided to tenants under VAWA, PHA will:

- Comply with court orders that address the rights of access to or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, and stalking
- Comply with court orders that address the distribution or possession of property among members of a household

**New Recommended Language-** In the event PHA evicts, removes or terminates assistance to an individual by bifurcating the lease PHA will refrain from penalizing the victim of such criminal activity who is a tenant or lawful occupant. PHA will also provide any remaining household members an opportunity to establish eligibility for continued occupancy, if the individual evicted as a result of the bifurcation of the lease was the sole tenant eligible for housing assistance. If a tenant is unable to establish eligibility, PHA will provide tenant a reasonable time, not to exceed 60 days, to find new housing.

**New Recommended Language-** This policy permits PHA to provide emergency transfers to victims of domestic violence, dating violence, sexual assault and stalking if the tenant expressly requests the transfer, and the tenant reasonably believes that the tenant is threatened with imminent harm from further violence if the tenant remains in the unit. In the case of a tenant who is the victim of sexual assault, an emergency transfer may be provided if the sexual assault occurred on the premises during the 90 day period preceding the request for a transfer. PHA will maintain the confidentiality of the tenant's new location in the event the tenant receives an emergency transfer related to VAWA protections.



## **PHA Confidentiality Requirements – VAWA**

Page 11-Violence Against Women Act

**New Recommended Language-** *If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, PHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take steps necessary to protect the privacy and safety of the persons affected by the release of the information.*

**Existing Language-** *If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.*

**New Recommended Language-** *PHA may share the following:*

- *Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with Federal or State reporting, evaluation, or data collection requirements;*
- *Court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and*
- *Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.*

## **Notification to Applicants and Tenants Regarding Protections Under VAWA**

Page 11- Violence Against Women Act

**New Recommended Language:** *PHA will provide notice to applicants and tenants in assisted housing of protections provided under VAWA, in multiple languages when necessary, at the following junctures:*

- *At the time the applicant is denied tenancy in a public housing unit;*
- *At the time the individual is admitted to a unit in an assisting housing program;*
- *With any notification of eviction or notification of termination of assistance.*

## **Victim Documentation – Denials and Terminations**

Page 12- Violence Against Women Act

**New Recommended Language:** *- Tenants may provide one of the following to demonstrate that they should receive protections under VAWA:*

- *A certification form approved by PHA that states that the applicant or tenant is a victim of domestic violence, dating violence, stalking, or sexual assault, that the incident of domestic violence, dating violence, stalking, or sexual assault is grounds for VAWA protections and that includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide; or,*
- *A completed HUD Form 91066 that describes how the lease or assistance termination relates to the acts of violence defined in this chapter; or,*
- *A Federal, State, tribal or territorial or local police record or court record or administrative agency record; or,*
- *Documentation signed by the applicant or tenant AND an employee or representative of a victim service provider, or social services provider, or an attorney, school personnel, or medical professional, from whom the victim has sought assistance as a result of the abuse, in which the professional attests under penalty of perjury that the applicant or tenant believes that the incident/abuse is grounds for protection under VAWA.*

**Existing Language-** *PHA will require a completed HUD Form 50096 and one of the following for certification of a claim:*

- *A Federal, State, tribunal or territorial or local police or court record; or*
- *Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.*

## **Time Frame for Submitting Documentation**

Page 12-13- Violence Against Women Act

**New Recommended Language:** - *If an applicant for, or tenant of PHA housing represents to PHA that they are entitled to protections under VAWA, PHA may request, either verbally or in writing that the applicant or tenant submit a form of documentation as described above. The applicant or tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA has requested the documentation from the applicant/tenant. The 14-day deadline may be extended at PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days of PHA's request, or within the approved extension period, PHA may proceed with denial or termination of assistance.*

**Existing Language:**The tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA issues the Notice of Lease Termination. The 14-day deadline may be extended at PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days, or within the approved extension period, PHA may proceed with denial or termination of assistance.

## **B. Chapter 14: TRANSFER POLICY**

Page 109 – Reasonable Accommodation

**New Recommended Language:** – *PHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the resident family's existing unit. These transfers are resident initiated and will be granted only if the tenant demonstrates a relationship between their disability and the need for a transfer.*

**Existing Language** – PHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the resident family's existing unit. These transfers are resident initiated and are not mandatory.

Page 110 – Reasonable Accommodation

Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

**New Recommended Language:** - *The need to be located in a particular area that has been verified to alleviate a household member's mental or psychological impairment.*

## **C. Chapter 19: REASONABLE ACCOMMODATIONS**

Page 142 – Processing Reasonable Accommodation Requests

**New Recommended Language:** – *PHA will provide applicants with a Request for Reasonable Accommodation Form. However, PHA will accept any other written or verbal communication as a valid request, as long as the communication meets the criteria outlined in this Chapter under "Request for an Accommodation".*

**Existing Language** – PHA will provide applicants with a Request for Reasonable Accommodation Form. The Form shall be provided in an alternative format, upon request.

## **II. Admin Plan Amendments**

### **A. Chapter 4: FAIR HOUSING & EQUAL OPPORTUNITY**

Page 15 – Violence Against Women's Act Protections

#### **Definitions as Used in the Violence Against Women Act**

The definitions used in VAWA are to be included in the ACOP, for the following terms: 1) domestic violence; 2) dating violence; 3) stalking; 4) sexual assault; and 5) affiliated individual. PHA's previous definitions for the first 3 terms will be replaced and the statutory definitions added for the 4<sup>th</sup> and 5<sup>th</sup> terms.

## **Prohibition Against Termination of Assistance to Victims of Domestic Violence, Dating Violence, Stalking, and Sexual Assault**

Page 16-17-Violence Against Women Act

**New Recommended Language:** - PHA may exercise its discretion to bifurcate a lease in order to evict, remove or terminate assistance to tenants or lawful occupants who perpetrate such violence against victims or affiliated individuals.

**New Recommended Language:** - PHA may terminate assistance or evict a tenant for any violation of the lease **not** premised on the kinds of violence described above, as long as PHA refrains from subjecting a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than applied to other tenants facing lease termination.

**New Recommended Language:** - Notwithstanding the protections provided to tenants under VAWA, PHA will:

- Comply with court orders that address the rights of access to or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, and stalking
- Comply with court orders that address the distribution or possession of property among members of a household

**New Recommended Language:** In the event PHA evicts, removes or terminates assistance to an individual by bifurcating the lease PHA will refrain from penalizing the victim of such criminal activity who is a tenant or lawful occupant. PHA will also provide any remaining household members an opportunity to establish eligibility for continued occupancy, if the individual evicted as a result of the bifurcation of the lease was the sole tenant eligible for housing assistance. If a tenant is unable to establish eligibility, PHA will provide tenant a reasonable time, not to exceed 60 days, to find new housing.

**New Recommended Language:** - This policy permits PHA to provide emergency transfers to victims of domestic violence, dating violence, sexual assault and stalking if the tenant expressly requests the transfer, and the tenant reasonably believes that the tenant is threatened with imminent harm from further violence if the tenant remains in the unit. In the case of a tenant who is the victim of sexual assault, an emergency transfer may be provided if the sexual assault occurred on the premises during the 90 day period preceding the request for a transfer. PHA will maintain the confidentiality of the tenant's new location in the event the tenant receives an emergency transfer related to VAWA protections.

## **PHA Confidentiality Requirements – VAWA**

Page 18-19-Violence Against Women Act

**New Recommended Language:** - If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, PHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**Existing Language-** If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**New Recommended Language:** - PHA may share the following:

- Non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with Federal or State reporting, evaluation, or data collection requirements;
- Court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

## **Notification to Applicants and Tenants Regarding Protections Under VAWA**

Page 19- Violence Against Women Act

**New Recommended Language:** PHA will provide notice to applicants and tenants in assisted housing of protections provided under VAWA, in multiple languages when necessary, at the following junctures:

- At the time the applicant is denied tenancy in a public housing unit;

- *At the time the individual is admitted to a unit in an assisting housing program;*
- *With any notification of eviction or notification of termination of assistance.*

### **Victim Documentation – Denials and Terminations**

Page 20-21- Violence Against Women Act

**New Recommended Language:** - *Tenants may provide one of the following to demonstrate that they should receive protections under VAWA:*

- *A certification form approved by PHA that states that the applicant or tenant is a victim of domestic violence, dating violence, stalking, or sexual assault, that the incident of domestic violence, dating violence, stalking, or sexual assault is grounds for VAWA protections and that includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide; or,*
- *A completed HUD Form 91066 that describes how the lease or assistance termination relates to the acts of violence defined in this chapter; or,*
- *A Federal, State, tribal or territorial or local police record or court record or administrative agency record; or,*
- *Documentation signed by the applicant or tenant AND an employee or representative of a victim service provider, or social services provider, or an attorney, school personnel, or medical professional, from whom the victim has sought assistance as a result of the abuse, in which the professional attests under penalty of perjury that the applicant or tenant believes that the incident/abuse is grounds for protection under VAWA.*

**Existing Language-** PHA will require a completed HUD Form 50096 and one of the following for certification of a claim:

- A Federal, State, tribunal or territorial or local police or court record; or
- Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

### **Time Frame for Submitting Documentation**

Page 21- Violence Against Women Act

**New Recommended Language:** - *If an applicant for, or tenant of PHA housing represents to PHA that they are entitled to protections under VAWA, PHA may request, either verbally or in writing that the applicant or tenant submit a form of documentation as described above. The applicant or tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA has requested the documentation from the applicant/tenant. The 14-day deadline may be extended at PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days of PHA's request, or within the approved extension period, PHA may proceed with denial or termination of assistance.*

**Existing Language-**The tenant must submit the required certification and supporting documentation to PHA within fourteen (14) business days after PHA issues the Notice of Lease Termination. The 14-day deadline may be extended at PHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days, or within the approved extension period, PHA may proceed with denial or termination of assistance.

RESOLUTION NO. 11705

**RESOLUTION AUTHORIZING CONTRACTS FOR CONSULTANT MANAGEMENT SERVICES WITH BRONNER GROUP, LLC; EDGEMERE CONSULTING CORP.; AND CSG ADVISORS, INC.**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for consultant management services for a variety of operational, financial, and HUD reporting activities, including consulting on complex mixed-financing developments, Section 8 and HUD reporting, strategic planning, operational and institutional structure reviews, and identifying grant opportunities; and

**WHEREAS**, PHA developed a Request for Proposal ("RFP") for the selection of vendors to fulfill this need, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the RFP was mailed to the appropriate vendors on the PHA Bidders' List and distributed to those who responded to the invitation through the publications; and

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

**WHEREAS**, based upon the evaluation, the Evaluation Committee recommends that contracts be awarded to Bronner Group, LLC; Edgemere Consulting Corp.; and CSG Advisors, Inc. for a two (2) year base period with three (3) one-year option periods; and

**WHEREAS**, work is to be assigned among the three (3) awardees at the discretion of the Contracting Officer, based on need, performance and other legitimate business factors, and may be altered at any time during the course of this contract; and

**WHEREAS**, regardless of the not-to-exceed limits in each individual contract, as set forth below, the aggregate total to be spent under the contracts with the three (3) awardees over the five (5) year period shall not exceed five million five hundred sixteen thousand eight hundred seventy-five dollars (\$5,516,875.00); and

**WHEREAS**, it is recommended that contracts be awarded to Bronner Group, LLC; Edgemere Consulting Corp.; and CSG Advisors, Inc., for a two (2) year base period with three (3) one-year option periods in an amount not to exceed a total of five million five hundred sixteen thousand eight hundred seventy-five dollars (\$5,516,875.00), per contract, if all options are exercised, as follows:

- 1) for each one (1) of the two (2) base years, an amount not to exceed one million one hundred three thousand three hundred seventy five dollars (\$1,103,375.00); and
- 2) for each one (1) of the three (3) option years, an amount not to exceed one million one hundred three thousand three hundred seventy five dollars (\$1,103,375.00);

**BE IT RESOLVED**, that the PHA President & CEO, or his authorized designee, is hereby authorized to conclude and execute contracts with Bronner Group, LLC; Edgemere Consulting Corp.; and CSG Advisors, Inc., as set forth above and in an aggregate total contract amount not to exceed five million five hundred sixteen thousand eight hundred seventy five dollars (\$5,516,875.00), subject to the availability of funds therefor, 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 6/19/14  
Robert Adams, General Counsel  
ATTORNEY FOR PHA

RESOLUTION NO. 11706

**RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO OBTAIN THE APPROVALS NECESSARY FROM ANY GOVERNMENTAL ENTITY TO ENTER INTO A PROJECT LABOR AGREEMENT AND TO NEGOTIATE WITH THE APPROPRIATE LABOR ORGANIZATIONS FOR CONSTRUCTION PROJECTS**

**WHEREAS**, large-scale construction projects pose special challenges to efficient and timely procurement by the Philadelphia Housing Authority (“PHA”); and

**WHEREAS**, construction employers typically do not have a permanent workforce, which makes it difficult for them to predict labor costs when bidding on contracts and to ensure a steady supply of labor on contracts being performed; and

**WHEREAS**, challenges also arise due to the fact that construction projects typically involve multiple employers at a single location and a labor dispute involving one employer can delay the entire project; and

**WHEREAS**, the use of a project labor agreement (“PLA”) may prevent these problems from developing by providing structure and stability to large-scale construction projects, thereby promoting the efficient and expeditious completion of construction contracts; and

**WHEREAS**, PLAs can also provide opportunities for contractors to meet their respective goals for worker diversity and Section 3 resident hires; and

**WHEREAS**, President Obama, through Executive Order 13502, declared that it is the policy of the federal government to encourage executive agencies to consider requiring the use of PLAs in connection with large-scale construction projects in order to promote economy and efficiency in federal procurement; and

**WHEREAS**, Mayor Nutter issued Executive Order 15-11, which stated that the City of Philadelphia had a compelling interest in awarding building and construction contracts so as to yield the lowest costs and the highest standard of quality and efficiency and that such interests can be ensured through PLAs; and

**WHEREAS**, it would be beneficial for PHA to be able to use PLAs for construction contracts with expenditures under the contracts for a period of up to five (5) years that are over five million dollars (\$5,000,000.00), to reduce costs, accelerate completion time for construction projects, promote resident employment and promote the participation of businesses owned by minorities and women;

**BE IT RESOLVED**, that the Board hereby authorizes the President & CEO, or his authorized designee, to take all reasonable and necessary steps to obtain the approvals necessary from any governmental entity to enter into one or more project labor agreements and to negotiate and execute one or more project labor agreements with the appropriate labor organizations for PHA construction contracts lasting up to 5 (five) years that are over five million dollars (\$5,000,000.00), provided that the PLA will: 1) reduce the labor cost on PHA projects; 2) promote efficient and expeditious completion of PHA construction projects; 3) require that the workforce be at least 25% PHA residents; and 4) require that there be 20% minority and women-owned business participation.

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
Barbara Helms, General Counsel  
ATTORNEY FOR PHA

**RESOLUTION NO. 11707**

**RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY TO ENTER INTO A CONTRACT TO PROVIDE AN OPERATING AND CAPITAL SUBSIDY FOR SAINT FRANCIS VILLA SENIOR HOUSING**

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

**WHEREAS**, Request for Proposal #004278 (“RFP”) was developed for the selection of entities to fulfill this need, according to established procedures and all applicable laws regarding public contracts; and

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

**WHEREAS**, Catholic Health Care Services or an entity to be formed and controlled by it (“CHCS”) provides affordable housing in Philadelphia and plans to revitalize a blighted site located at 1917 E. Hagert Street to provide affordable and equitable housing to low-income seniors through the construction of Saint Francis Villa Senior Housing (the “Development”); and

**WHEREAS**, funding for the construction of the Development, valued at approximately twelve million dollars (\$12,000,000.00), will be provided in part by the proceeds from the sale of low-income housing tax credits in the amount of approximately one million five thousand eight hundred seventy-six dollars (\$1,005,876.00) awarded by the Pennsylvania Housing Finance Agency (“PHFA”) and additional funding will come from various public and private sources; and

**WHEREAS**, under the terms of the RFP, CHCS must comply with Section 3, MBE, and WBE, requirements for construction of the Development; and

**WHEREAS**, pursuant to the terms of the RFP, CHCS submitted a proposal to PHA requesting an operating subsidy and one million eight hundred thousand dollars (\$1,800,000.00) in funding for capital expenses for the Development, which the RFP review committee recommends for award; and

**WHEREAS**, PHA issued a conditional capital award to CHCS for the Development pending award by PHFA of tax credits, which CHCS was granted in February 2014; and

**WHEREAS**, subject to the CHCS’ fulfillment of all applicable program requirements, PHA will provide an operating subsidy to the Development, in an amount not to exceed five hundred fifty dollars (\$550.00) per unit per month; and

**WHEREAS**, any units assisted under the Local Unit-Based Operating Subsidy Program will be public housing units, subject to the requirements of the federal public housing program under PHA’s Annual Contributions Contract (“ACC”) with the U.S. Department of Housing and Urban Development (“HUD”), as modified under the MTW Program; and

**WHEREAS**, pursuant to 24 C.F.R. § 905, PHA must submit certain evidentiaries to HUD for approval, and upon HUD approval, PHA must enter into a Mixed-Finance Amendment to its ACC, with respect to the Development and enter into such other ancillary documents as may be required to implement the

Development (collectively, the evidentiaries and such other ancillary documents are hereinafter referred to as the "Documents"); and

**BE IT RESOLVED**, that the PHA President & CEO, or his designee, is hereby authorized to negotiate, execute and submit all the required Documents to HUD for approval for the purposes as set forth above, and to take all necessary or desirable actions to provide an operating subsidy, in an amount not to exceed five hundred fifty dollars (\$550.00) per unit per month, subject to CHCS' fulfillment of all applicable program requirements, and an amount not to exceed one million eight hundred thousand dollars (\$1,800,000.00) for capital expenses to develop Saint Francis Villa Senior Housing.

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
Barbara Glass, General Counsel  
ATTORNEY FOR PHA



RESOLUTION NO. 11708

RESOLUTION AUTHORIZING A CONTRACT WITH  
EDUCATION WORKS AND THE DREAM PROGRAM FOR SUMMER YOUTH PROGRAM  
SERVICES

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for summer youth program services for PHA residents and a Request for Proposal ("RFP") was developed for the selection of companies to fulfill this need, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the RFP was mailed to the appropriate companies on the PHA Outreach List and distributed to those who responded to the invitation through the publications; and

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

**WHEREAS**, based upon the consensus evaluation, it is recommended that contracts be awarded to Education Works and The Dream Program, for two-month youth programs starting approximately July 1, 2014, in a total not-to-exceed aggregate amount for both contracts of three hundred fifty-six thousand dollars (\$356,000.00), in the following not-to-exceed separate contract amounts:

- 1) The Dream Program - twenty thousand dollars (\$20,000.00) for fifty (50) youths at two (2) sites, and
- 2) Education Works - three hundred thirty-six thousand dollars (\$336,000.00) for four hundred twenty (420) youths at sixteen (16) sites;

**BE IT RESOLVED**, that the President & CEO, or his authorized designee, is hereby authorized to conclude and execute contracts with Education Works and The Dream Program, in a total amount not to three hundred fifty-six thousand dollars (\$356,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract.

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
*Deborah Adams, General Counsel*  
ATTORNEY FOR PHA

RESOLUTION NO. 11709

**RESOLUTION AUTHORIZING SEPARATE CONTRACTS WITH KEATING BUILDING COMPANY, DALE CONSTRUCTION, DOMUS, INC, THE MCKISSACK GROUP, GILBANE BUILDING COMPANY, SHOEMAKER/SYNTERRA AND TN WARD COMPANY BUILDERS FOR CONSTRUCTION MANAGEMENT SERVICES**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for construction management services, for large construction projects and a Request for Proposal ("RFP") was developed for the selection of companies to fulfill this need, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the RFP was mailed to the appropriate vendors on the PHA's Outreach List and distributed to those who responded to the invitation through the publications; the proposals received were reviewed and evaluated by the evaluation committee; and the supporting documents were reviewed by the Contracting Officer; and

**WHEREAS**, based upon the consensus evaluation, it is recommended that contracts be awarded to the following seven (7) vendors: Keating Building Company; Dale Construction; Domus, Inc.; The McKissack Group, Inc.; Gilbane Building Company; Shoemaker/Synterra; and TN Ward Company Builders; and

**WHEREAS**, work is to be assigned among the seven (7) awardees based on their competitive responses to future task order RFPs issued under the contracts, which will be scored based upon need, performance and other legitimate business factors, and may be altered at any time during the course of this contract; and

**WHEREAS**, regardless of the not-to-exceed limits in each individual contract, as set forth below, the aggregate total to be spent under the contracts over the five (5) year period shall not exceed four hundred fifty million dollars (\$450,000,000.00); and

**WHEREAS**, it is recommended that each of the contracts for the seven (7) vendors referenced above be for a total amount, per contract, not to exceed four hundred fifty million dollars (\$450,000,000.00), with a two-year base period and three one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is one hundred eighty million dollars (\$180,000,000.00); and
- 2) The not-to-exceed amount for each of the one-year option periods is ninety million dollars (\$90,000,000.00);

**BE IT RESOLVED**, that the PHA President & CEO, or his authorized designee, is hereby authorized to conclude and execute contracts with Keating Building Company; Dale Construction; Domus, Inc.; The McKissack Group, Inc.; Gilbane Building Company; Shoemaker/Synterra; and TN Ward Company Builders, with the aggregate total to be spent under the contracts with the seven (7) awardees over the five (5) year period not to exceed four hundred fifty million dollars (\$450,000,000.00), subject to availability of funds therefor and 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 6/19/14  
*Barbara Adams, General Counsel*  
ATTORNEY FOR PHA

RESOLUTION NO. 11710

**RESOLUTION AUTHORIZING A CONTRACT WITH CONNER STRONG & BUCKELEW FOR INSURANCE BROKER AND CONSULTING SERVICES**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for insurance broker and consultant services to provide insurance administration, loss control industry research and claims management; and

**WHEREAS**, a Request for Proposal ("RFP") was developed for the selection of a company to fulfill this need, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the RFP was mailed to the appropriate companies on PHA's Outreach List and distributed to those who responded to the invitation through the publications; 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, it is recommended that a contract be awarded to Conner Strong & Buckelew; and

**WHEREAS**, it is further recommended that the contract be for a total amount not to exceed six hundred sixty thousand dollars (\$660,000.00), with a one-year base period and two one-year option periods, as follows:

- 1) The not-to-exceed amount for the one-year base period is two hundred fifteen thousand dollars (\$215,000.00);
- 2) The not-to exceed amount for the first one-year option period is two hundred twenty thousand dollars (\$220,000.00); and
- 3) The not-to-exceed amount for the second one-year option period is two hundred twenty five thousand dollars (\$225,000.00);

**BE IT RESOLVED**, that the President & CEO, or his authorized designee, is hereby authorized to conclude and execute a contract with Conner Strong & Buckelew, in a total amount not to exceed six hundred sixty thousand dollars (\$660,000.00), 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 6/19/14  
Barbara Adams General Counsel  
ATTORNEY FOR PHA

**RESOLUTION NO. 11711**

**RESOLUTION AUTHORIZING A MODIFICATION OF THE CONTRACT WITH DALE CORPORATION FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE STRAWBERRY MANSION OAKDALE STREET REDEVELOPMENT PROJECT**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") previously identified a need for construction management services for the Strawberry Mansion Oakdale Street Redevelopment Project, located in the Strawberry Mansion neighborhood in the northwest section of Philadelphia, at 33rd and Berks Streets and 28<sup>th</sup> and Oakdale Streets, to include the demolition of fourteen (14) buildings, construction of seventy-six (76) new dwelling units, and construction of a community room, which resulted in the PHA Board of Commissioners authorizing the award of a contract task order to Dale Corporation by Resolution No. 11644, adopted on September 19, 2013; and

**WHEREAS**, the Strawberry Mansion Oakdale Street Redevelopment Project Contract Task Order is to be completed within twenty-four (24) months after the Notice to Proceed at a contract cost of twenty million nine hundred seventy thousand four hundred ten dollars (\$20,970,410.00), plus permitted change orders resulting in an additional eighty-three thousand one hundred twenty-five dollars (\$83,125.00); and

**WHEREAS**, due to program delays affecting the Strawberry Mansion portion of the original project, PHA has determined that the task order contract should be bifurcated to enable continued progress for the Oakdale portion of the project; this will result in two (2) separate and distinct task order contracts, the first being for the Strawberry Mansion Redevelopment Project ("Strawberry Mansion") and the second being for the Oakdale Street Redevelopment Project ("Oakdale"); and

**WHEREAS**, the bifurcated project will have an extended construction time of six (6) months and will result in additional cost for construction management services; and

**WHEREAS**, PHA also seeks to add three (3) units to the task order contract for Oakdale; and

**WHEREAS**, the total additional contract modification amount arising from the bifurcation of the contract for the Strawberry Mansion and Oakdale projects, due to the extension of the completion time of the projects and the addition of the three (3) units, is a contract amount not to exceed one million nine hundred forty-eight thousand four hundred twelve dollars (\$1,948,412.00), as follows:

- 1) The bifurcated portion of the contract cost for Strawberry Mansion will result in an increased cost not to exceed four hundred eighteen thousand seven hundred seventy-four dollars (\$418,774.00); and
- 2) The bifurcated portion of the contract cost for the Oakdale will result in an increased cost not to exceed one million five hundred twenty-nine thousand six hundred thirty-eight dollars (\$1,529,638.00); which includes the eight hundred fifty thousand seven hundred twenty-three dollars (\$850,723.00) cost for the three (3) additional residential units and the six hundred seventy-eight thousand nine hundred fifteen dollars (\$678,915.00) cost due to the bifurcation;

**BE IT RESOLVED**, that the President & CEO, or his authorized designee, is hereby authorized to modify PHA's task order contract with Dale Corporation to bifurcate the construction management contracts for Strawberry Mansion and Oakdale, as set forth above and subject to the availability of

funds therefor, in a total contract modification amount not to exceed one million nine hundred forty-eight thousand four hundred twelve dollars (\$1,948,412.00) and to take all necessary actions relating to such contracts, and the Board hereby ratifies previous amounts encumbered under the previous contract, in the amount of twenty-one million fifty-three thousand five hundred thirty-five dollars (\$21,053,535).

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
Barbara Adams, General Counsel  
ATTORNEY FOR PHA

RESOLUTION NO. 11712

RESOLUTION AUTHORIZING THE EXECUTION OF A NEGOTIATED MEMORANDUM OF AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY

WHEREAS, the Building and Construction Trades Council of Philadelphia and Vicinity (the "BCTC") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") maintenance trades employees; and

WHEREAS, the BCTC represents approximately six hundred forty-two (642) PHA employees; and

WHEREAS, the prior Collective Bargaining Agreement ("CBA") expired on March 31, 2014; and

WHEREAS, the PHA and the BCTC have participated in good faith negotiations to reach a renewal five-year Agreement and have amicably reach an Agreement; and

WHEREAS, the terms of that Agreement are reasonable, practical and supportable 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 agreement shall be reduced to writing and signed by the parties;

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

I hereby certify that this was

APPROVED BY THE BOARD ON 6/19/14

Barbara Adams, General Counsel  
ATTORNEY FOR PHA

**ATTACHMENT TO RESOLUTION AUTHORIZING THE EXECUTION OF A NEGOTIATED MEMORANDUM OF AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY**

**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the **PHILADELPHIA HOUSING AUTHORITY** ("PHA") and the **BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY** (the "BCTC") are parties to a Master Collective Bargaining Agreement (the "Master Agreement") dated September 27, 1999;

**WHEREAS**, the Master Agreement expired on March 31, 2002;

**WHEREAS**, since the Master Agreement's expiration, the parties have negotiated several Memorandums of Agreement ("MOA") which have amended the terms of the Master Agreement and formed the parties Collective Bargaining Agreement ("CBA");

**WHEREAS**, the parties CBA expired on March 31, 2014;

**WHEREAS**, the parties have recently negotiated new terms to the CBA; and

**WHEREAS**, the parties desire to consolidate the new terms, MOAs and Master Agreement into a consolidated CBA.

Subject to ratification by the parties, the PHA and the BCTC, hereby agree to the following changes to the parties' current Collective Bargaining Agreement (the "Agreement"):

**TERM, WAGES & BENEFITS**

1). **Term**: The term of the Agreement shall be five (5) years beginning April 1, 2014, and expiring on March 31, 2019.

2). **Wages**: Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

(a) Effective upon the first pay period following ratification of this Agreement, the base rate for each classification covered by the Agreement (excluding provisional employees) shall be increased by one dollar (\$1.00) per hour retroactive to April 1, 2014.

(b) Effective April 1, 2015, the base rate for each classification covered by the Agreement (excluding provisional employees) shall be increased by one dollar (\$1.00) per hour.

(c) Effective April 1, 2016, the base rate for each classification covered by the Agreement (excluding provisional employees) shall be increased by one dollar (\$1.00) per hour.

(d) Effective April 1, 2017, the base rate for each classification covered by the Agreement (excluding provisional employees) shall be increased by one dollar and fifty cents (\$1.50) per hour.

(e) Effective April 1, 2018, the base rate for each classification covered by the Agreement (excluding provisional employees) shall be increased by one dollar and fifty cents (\$1.50) per hour.

3). **Health and Welfare**: Bargaining unit members who select a Health Maintenance Organization ("HMO") plan shall be required to pay, through an IRS Section 125 pre-tax payroll deduction, 4% of the cost of the premium for the level of medical and prescription coverage selected.

Effective August 1, 2017, bargaining unit members who select an HMO plan shall be required to pay, through an IRS Section 125 pre-tax payroll deduction, 7% of the cost of the premium for the level of medical and prescription coverage selected.

Effective August 1, 2018, bargaining unit members who select an HMO plan shall be required to pay, through an IRS Section 125 pre-tax payroll deduction, 10% of the cost of the premium for the level of medical and prescription coverage selected.

Employees selecting a Preferred Provider Organization shall continue to pay towards the cost of the premium at a rate of up to 20% of the cost of the premium for the level of medical and prescription coverage selected.

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

4). **Consolidated Agreement**: The parties agree that the Consolidated Agreement attached hereto shall constitute the complete and entire Agreement between the parties.

**ARTICLE REVISIONS**

The following paragraphs set forth the revisions to the respective Articles in the Agreement.

5). **Article 2 - Bargaining Unit**: The parties agree that Article 2 of the Consolidated Agreement, Bargaining Unit, shall be revised to read as follows:

EMPLOYER recognizes UNION as a referral agency for the employment of the following maintenance employee classifications:

- Maintenance Mechanic, Local 32BJ
- Painters - District Council 21
- Glaziers – District Council 21
- Engineers – Local 32BJ
- Firemen- Local 32BJ
- Senior Maintenance Aides – Local 32BJ
- Maintenance Aides – Local 332
- Maintenance Aide Trainees – Local 332
- Laborers – Local 332
- Carpenters
- Electricians – Local 98
- Plumbers – Local 690
- Plasterers – Local 8
- Drywall Finishers – District Council 21

(These classifications constitute the existing employee classification for skilled, and semi-skilled maintenance employees. In the event that these classifications are revised or enlarged, this Agreement is intended to cover such revised or enlarged classifications.)

6). Article 4 - Filling of Vacancies: The parties agree to eliminate section (b) from Article 4 of the Consolidated Agreement. Article 4 shall be revised to read as follows:

UNION agrees to furnish competent and satisfactory personnel to EMPLOYER, as hereinbefore provided in Paragraph 2, within five (5) working days of receipt of request from EMPLOYER for such personnel. If UNION fails to comply with this provision, EMPLOYER reserves the right to hire employees of its own choosing from any source.

(a) The foregoing provision requiring UNION to furnish personnel within five (5) working days of receipt of request from EMPLOYER shall not apply to temporary maintenance employees hired under the provisions hereinafter set forth in Article 9 of this Agreement.

7). Article 5 - Dues Checkoff: The parties agree that the following language shall be added to Article 5 of the Consolidated Agreement.

The EMPLOYER shall provide the UNION with a list of members on or before March 31<sup>st</sup> of each year.

The UNION shall notify the EMPLOYER within fifteen (15) days of any change in the amount of dues to be deducted.

8). Article 6 - Duties Promotions Seniority: The parties agree to revise section g of Article 6 to read as follows.

(g) A probationary period of ninety (90) days must be worked before an employee acquires any seniority status hereunder.

9). Article 7 -Discharge and Discipline: The parties agree that Article 7, Discipline and Discharge, shall be revised to read as follows.

EMPLOYER agrees not to discharge or discipline any employees without good and sufficient cause; provided, however, that EMPLOYER shall have the right to discharge any new employee for any reason whatsoever during the first ninety (90) days of said employee's employment period. In the event that EMPLOYER and UNION shall disagree as to the existence of proper cause for the discharge of any employee, excepting new employees discharged by the EMPLOYER within aforesaid ninety (90) days from the date of their employment, the matter shall be subject to the grievance procedure in Article 10(j)

(a) Where the Employer determines that a disciplinary action does not warrant immediate suspension and/or discharge, the Employee shall receive written notification of the discipline 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 Grievance Procedure.



- (b) Where the Employer determines that a disciplinary action 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 of the intended discipline 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 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 in paragraph (1) above of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.
- (c) Notice shall be given the Union of any disciplinary action taken or to be taken.
- (d) In the event an employee is discharged, the employee shall receive his/her wages, less appropriate deductions, in the pay period following the employee's discharge.

10). Article 10 – Working Conditions: The parties agree to revise the following sections of Article 10 to read as follows.

(a) Sick Leave

(4) Employees will be entitled to unlimited accumulation of sick leave.

(7) Medical documentation shall be required beyond the third day of absence due to non-work related illness or injury.

(e) Provided such employee is physically able to perform his/her work, as determined by an appropriate medical certification, and thus return thereto at the expiration of the medical leave of absence, he/she shall be assigned to any job location designated by the EMPLOYER in the classification held immediately prior to the illness. An appropriate medical certification within the meaning of this clause shall be considered to mean: (1) a written opinion by the employee's treating physician; and (2) a written opinion by a physician appointed by the EMPLOYER. Should there be any difference of opinion between an EMPLOYER appointed physician and the employee's personal physician, the parties shall mutually agree to the appointment of a third physician (at EMPLOYER'S expense) whose opinion, after an examination of the employee, shall be binding on the parties.

(g) Wages on Layoff

An employee shall receive his full wages, less appropriate deductions, in the pay period following an employee's layoff.

The EMPLOYER shall have the unfettered right to lay off employees. The EMPLOYER shall make every effort to avoid layoffs, and will consult with the UNION at least thirty (30) days in advance to explore alternatives to layoffs of bargaining unit members. In the event of a recall, seniority shall not be the sole determining factor in selecting an employee for recall. PHA shall have the right to consider an employee's performance and attendance in determining whether to select an employee for recall.

(j) Grievance and Arbitration Procedure

(1) Grievance

It is mutually understood and agreed that all grievances of the Union arising herein shall be dealt with as provided for in this session.

(l) Information to be Provided Employees by EMPLOYER

(1) Posting Seniority Lists: A seniority list of all employees covered by this Agreement, divided into the classifications recognized by this Agreement, showing name, position and date of entering service, will be made available to the Union upon request in April of each year and will be open to protest and correction for a period of thirty (30) days, and upon proof of error presented by an employee or his representative, such error will be corrected.

A seniority list shall be provided to the applicable craft Union showing the above-mentioned information for those employees whom the applicable craft represents within five days upon request.

(2) Vacation schedules shall be made available upon request.

(3) Annual and sick leave balances shall be listed on employees' payroll check stubs each week.

(m) Job Injuries

Any employee injured during his regular working hours shall promptly report the injury to the EMPLOYER. If necessary, the employee shall be sent to a hospital, clinic or physician's office for treatment. The employee shall receive the regular rate of the classification being performed for the time spent in going to the physician's office, clinic, or hospital and his return to the job. If the employee is ordered by a physician to remain in the

hospital, clinic, or is sent home, the employee shall be paid for the balance of the workday at the regular rate of the classification he was performing at the time of injury.

Employees released for light duty shall be placed in a light duty assignment, if work is available. Light duty assignments shall not be restricted to a particular work site. PHA agrees to assign the employee on a light duty assignment within the employee's particular craft, if possible.

The Union agrees that PHA shall have the right to conduct post-accident drug tests on bargaining unit employees.

(s)(1) Foreman:

A working foreman from each trade represented under the BCTC shall be appointed for all projects with five hundred (500) or more units. At other sites, for every working group of at least five members of a respective trade, with the exception of laborers, one (1) of the ten (10) will be a working foreman. At other sites, for every working group of at least five (5) laborers, one (1) of the five will be a working laborer foreman.

(ff) Tenant Involvement – Eliminate

(gg) Meet and Discuss – Eliminate

(hh) Joint Labor Management Committee

The Joint Labor Management Committee ("JLMC") shall consist of one representative of each local union, or his/her designee, covered by this bargaining unit and four members of management. The JLMC shall convene quarterly, or as necessary, and discuss topics of concern under the collective bargaining agreement.

(ii) Work Rules and Policies

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

11). Article 15 – Holidays and Personal Days: The parties agree to revise Article 15, Holidays and Personal Days, as follows.

When a holiday occurs on the regularly scheduled day off of an employee, the employee shall be granted a substituted day off with pay, to be used with supervisor approval within six (6) months from the day of the holiday. If the employee fails to utilize the substituted day off within the six (6) month time period, the employee shall forfeit the time.

12). Article 17 –Retirement Plans: The parties agree that the title of Article 17 shall be retitled, "Retirement Plans."

13). Equipment: PHA agrees to provide safety gear and equipment including safety glasses, hard hats, hearing protection, respirators and disposable coveralls, to employees working at sites, if necessary.

#### PHILADELPHIA HOUSING AUTHORITY

BY: \_\_\_\_\_

**KELVIN A. JEREMIAH**  
**PRESIDENT & CEO**

#### BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY

BY: \_\_\_\_\_

**PATRICK B. GILLESPIE**  
**BUSINESS MANAGER**

Date: \_\_\_\_\_

RESOLUTION NO. 11713

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH DISTRICT COUNCIL 33, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 934**

**WHEREAS**, District Council 33, American Federation of State, County and Municipal Employees, AFL-CIO, Local 934 ("District Council 33") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") service representatives, clerks and warehouse workers; and

**WHEREAS**, District Council 33 represents approximately 57 PHA employees; and

**WHEREAS**, the prior collective bargaining agreement between PHA and District Council 33, which included modifications to a 1999 Master Collective Bargaining Agreement, expired on March 31, 2014; and

**WHEREAS**, PHA and District Council 33 participated in good faith negotiations toward reaching a renewal five-year Agreement and did amicably reach an Agreement; and

**WHEREAS**, the terms of that Agreement are reasonable, practical and supportable 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 agreement shall be reduced to writing and signed by the parties;

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

APPROVED BY THE BOARD ON 6/15/14  
Barbara Adams, General Counsel  
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH  
DISTRICT COUNCIL 33, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,  
LOCAL 934

**MEMORANDUM OF AGREEMENT**

WHEREAS, the PHILADELPHIA HOUSING AUTHORITY ("PHA") and the DISTRICT COUNCIL 33, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 934 (the "UNION") are parties to a Master Collective Bargaining Agreement (the "Master Agreement") dated April 1, 1999; and,

WHEREAS, the Master Agreement expired on March 31 2002; and

WHEREAS, since the Master Agreement's expiration the parties have negotiated several Memorandums of Agreement ("MOU") which have amended the terms of the Master Agreement and formed the parties Collective Bargaining Agreement; and,

WHEREAS, the parties most recent Collective Bargaining Agreement expired on March 31, 2014; and

WHEREAS, the parties have recently negotiated new terms to the Collective Bargaining Agreement; and,

WHEREAS, the parties desire to consolidate the new terms, MOUs' and Master Agreement into a consolidated Collective Bargaining Agreement; and,  
Subject to ratification by the parties, PHA and the Union, hereby agree to the following changes to the parties' current Collective Bargaining Agreement:

**TERM, WAGES & BENEFITS**

1). **Term:** The term on the Agreement shall be five (5) years effective April 1, 2014 through March 31, 2019.

2). **Wages:** Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

(a) Effective upon the first pay period following ratification of this Agreement the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour retroactive to April 1, 2014.

(b) Effective April 1, 2015, the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(c) Effective April 1, 2016, the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(d) Effective April 1, 2017, the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(e) Effective April 1, 2018, the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

3). **Health and Welfare:** Effective August 1, 2014, bargaining unit members who select Keystone shall be required to pay, through an IRS Section 125 pre-tax payroll deduction, 10% of the cost of the premium for the level of medical and prescription coverage selected subject to a year to year cap of 20% of the increase in benefits.

Employees selecting Personal Choice shall continue to pay towards the cost of the premium at a rate of up to 20% of the cost of the premium for the level of medical and prescription coverage selected.

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

4). **Consolidated Agreement:** The parties agree that the Consolidated Agreement attached hereto shall constitute the complete and entire Agreement between the parties.

**ARTICLE REVISIONS**

The following paragraphs set forth the agreed upon revisions to the Articles in the Collective Bargaining Agreement.

5). **Article III – Recognition and Union Security:**

• The parties agree that the following language will be added to Article III.C. of the Consolidated Agreement.

The Union must notify the Authority if any change in the amount of dues within fifteen (15) days of the date of the change.

6). **Article V – Union Representatives:**

- The parties agree to delete the following language from Article V.  
Stewards will not be transferred from one work location to another unless the Authority has made arrangements to replace such stewards within a reasonable period of time after the transfer. However, stewards may be temporarily assigned to another work location in an emergency, and in that event the Authority will not be required to provide a replacement Steward. In case of an emergency, no temporary assignment can exceed two (2) calendar weeks.
- The parties agree to delete the following language from Article V.A,6  
6. The Union President and Business Agent will be added to the categories of representatives covered by Article IV.
- 7). Article VI – Joint Labor Management Committee:
  - The parties agree that the following changes shall be made to Article VI of the Consolidated Agreement. All references to “Director of Human Resources” shall be replaced with Executive Vice President – Human Resources.
  - The parties agree that the following language will be deleted from Article VI.  
The currently existing Labor Management Committee will meet and discuss with the appropriate PHA officials to determine the cause of an to make recommendations to address any problems that might exist regarding the procedures for ensuring that authorized overtime and out of class pay is included in bargaining unit member’s pay in the payroll week after the week in which the pay was earned. Any bargaining unit member identified in writing to PHA by February 1, 2003 whose authorized outstanding overtime and/or out of class pay has been outstanding for over 30 days will receive a one time payment of \$100 in addition to payment of the wages owed.  
The currently existing Labor management Committee will meet and discuss with the appropriate PHA officials, to develop methods to reduce the average sick leave usage by bargaining unit members. The goal of the Committee will be to reduce the average sick leave usage by at least 40%. The Committee will discuss all options including reducing the amount of sick leave granted to 10 days for existing employees, no pay for the first 2 days of sick leave used with cash out incentives and enhanced sick leave control mechanisms. The Committee will issue its recommendations for changes to the collective bargaining agreement by March 31, 2003.
- 8). Article VII – Adjustments of Grievances and Arbitration:
  - The parties agree that Article VII shall be revised to read as follows.  
Any references in Article VII to the title of “Director of Human Resources” shall be deleted and replaced with “Executive Vice President – Human Resources.”
  - The parties agree that Article VII(B) shall be revised to read as follows:  
B. Suspensions of three (3) or more days will be served over the course of two pay periods. In the event of a serious infraction of the rules requiring immediate dismissal, the Authority has the right to suspend or terminate the employee at once in accordance with the PHA Employee Handbook.
- 9). Article IX – Discipline and Discharge:
  - The parties agree that the following language shall be deleted from Article IX.  
The parties agree that they met and discussed PHA’s revised Disciplinary Policy and Dress Code during the recently concluded collective bargaining negotiations. The Labor Management Committee will continue to meet to address any areas of concern until April 30, 2003, after which Union and PHA will acknowledge that it has no objections to PHA’s adoption of those policies, subject to those continued discussions.
- 10). Article X – Wages:
  - The parties agree that the following language will be deleted from Article X, Section F.
- F. Direct Deposit  
PHA and the Union will attempt to arrange with its commercial bank to provide any full time PHA employee who does not currently have a checking account with a reduced fee or enhanced benefit checking account. Once this program is in place, and after notification to the Union, all employees will receive their weekly paychecks via direct deposit. If the parties cannot find an acceptable arrangement by March 1, 2003, PHA reserves the right to move to bi-weekly pay.
- The parties agree that the following language will be added to Article X, Section F.  
All employees will receive their weekly paychecks via direct deposit.
- 11). Article XI – Hours of Work:
  - The parties that Article XI, Sections A and B, shall be revised to read as follows.

A. The work week shall be a five-day week, Monday through Friday, of seven (7) hours each day, except for Warehouse Workers.

B. The work week for Warehouse Workers and clerical support employees at the Central Warehouse will be a five (5) day work week of eight (8) hours each day.

12). Article XIII – Holidays:

- The parties agree that Article XIII, Section B will be revised to read as follows.

B. Holidays falling on a Saturday shall be observed on a Friday and holidays falling on a Sunday shall be observed on Monday. When a holiday falls on a weekday, which is also an employee's regularly scheduled day off, the employee is required to observe the holiday on the work day prior to the holiday.

13). Article XIV – Job Promotions:

- The parties agree to revise Article XIV, Sections C and D, to read as follows.

C. The Authority agrees that all promotions in non-entrance level positions in the bargaining unit shall be made by the Authority from among employees holding positions within the Authority, provided there are qualified individuals to fill the positions. If there are no qualified employees to fill the position within the Authority, the Authority reserves the right to fill positions with external candidates.

D. All promotional opportunities for jobs covered by this Agreement will be posted for at least fifteen (15) days electronically on the Philadelphia Housing Authority's Portal to give all employees of the Philadelphia Housing Authority an opportunity to apply for that position.

14). Article XV – Layoffs and Seniority:

- The parties agree that Article XV, Sections I and K shall be revised to read as follows.

I. Employees have the option to withdraw pension contributions if involved in a layoff, provided he/she meets the required age and/or service requirements.

K. Layoffs may occur only if necessitated by lack of funds, reduction in Federal funding, lack of work, or reorganization. The layoff unit(s) may be Authority-wide, department-wide or program-wide.

15). Article XVI – Job Classification and Reclassifications.

- The parties agree that Article XVI, Section G shall be deleted.

G. The parties have discussed the possible reclassification of clerical positions and the parties agree that this issue will be submitted and discussed promptly with the joint Labor Management Committee. Those discussions are to be concluded within one year.

16). Article XVII – Reallocations of Position.

- The parties agree that Article XVII, Section A, shall be revised to read as follows.

A. The Authority shall have the sole right to determine the number and classification of the positions of its employees subject to a meet and discuss requirement.

17). Article XVIII – Health and Safety.

- The parties agree that Article XVIII, Section B, shall be revised to read as follows.

B. The Authority shall not assign bargaining unit employees to work locations where the heating, plumbing sanitary and/or electrical systems are substantially defective or inoperable or where the building conditions are a threat to the health and safety of the employees. If, in the Authority's determination, such unsafe condition has temporarily arisen, all affected employees shall be notified within two (2) hours of the Authority's notice, of Authority's decision to temporarily reassign those affected employees to the closest PHA site where there is available work. If any employees are to be temporarily reassigned, the Authority will be responsible for transporting employees to and from the designated alternate site. Any day thereafter that an alternative site is necessary, the employee must report to the alternative site himself/herself.

- The parties agree that Article XVIII, Section B.2 shall be deleted.

2. The Authority agrees to make a housing police patrolman readily available at each project where bargaining unit employees are working.

18) Article XIX – Medical Insurance.

- The parties agree that Article XIX, Section A, shall be revised to read as follows.

A. Each permanent, full-time employee in the bargaining unit, his or her spouse and dependent children (up to 26 years of age) shall have the right to family health insurance coverage under one of the following health insurance plans:

- The parties agree that Section F shall be deleted.

F. The Authority and the Union shall maintain a joint Health Care Cost Containment Committee to consider methods according to which the cost of health care coverage may be reduced while maintaining the quality of service and level of benefits. The Committee shall consist of three (3) members appointed by the management and three (3) appointed by members appointed by the Union. The Committee shall make recommendations regarding the health care plan. Such recommendations shall not be binding on either party. Nothing in this paragraph shall affect the Authority's rights under this Article.

- The parties agree that Section G shall be revised to read as follows.

G. Should PHA enter into an Agreement with any other labor organization with regard to the employee contribution to the health insurance premium and/or pension contribution which is more favorable than the terms agreed to in this Agreement, the more favorable terms will be applied to this bargaining unit, unless the other union has made other substantial concessions in other terms or conditions of employment, including but not limited to wage concessions.

19). Article XX – Sick Leave.

- The parties agree that Article XX, Section H shall be eliminated.

H. The parties shall establish a joint task force equally composed of representatives of the Union and the Authority to review and investigate ongoing problems of excessive use and abuse of Sick Leave (and IOD) within the bargaining unit. This task force shall be implemented and begin meeting within sixty (60) days of ratification of this agreement by the bargaining unit.

20). Article XXI – Medical Leave of Absence.

- The parties agree that Article XXI, Section C shall be deleted in its entirety.

C. Pregnancy shall be defined as a temporary, physical disability. The Authority may require an employee to stop work at any time the employee's condition interferes with the performance of her duties. An employee who is pregnant must be physically incapable of performing her duties before the birth of her child and/or after the birth of her child in order to be entitled to take a medical leave of absence or utilize sick leave.

1. A physician' certification will also be required as aforesaid in the case of all employees who request a medical leave of absence due to pregnancy.

2. The Authority will assume that an employee continues to be medically disabled for a period of thirty (30) days following the date of delivery. Use of any available sick leave, or continued unpaid medical leave of absence will not require any additional medical certification during this 30 day period. Thereafter, medical certification that the employee is medically disabled must be provided for any further use of sick leave or continued unpaid medical leave of absence.

- The parties agree that Section E shall be deleted.

E. The employees must notify in writing the Authority two (2) weeks prior to his return to active duty of his intention to return. Failure to so notify the Authority will result in the employee being terminated.

21). Article XXII – Personal Leave Without Compensation.

- The parties agree that the title "Executive Director" in Article XXII shall be replaced with the title "Executive Vice President – Human Resources".

22) Article XXIX – Automobile Allowance and Liability Coverage.

- The parties agree that Article XXIX, Section A, shall be revised to read as follows:

A. All employees who use their automobile in the performance of their duties where required by Authority shall receive an allowance of twenty-two and one half cents (\$0.22 ½) per mile (the Automobile Allowance). The Automobile Allowance is taxable to the employee.

- The parties agree that Section B shall be deleted.

B. Employees who regularly use their personal Automobile for PHA business shall be provided liability, comprehensive and collision automobile insurance for such business use. Such automobile insurance allowance will be paid to eligible employees in a separate check or separately taxed in a check with wages.

23) Article XXX – Tuition Reimbursement.

- The parties agree that the amount of the tuition reimbursement shall be increased from \$1,500.00 to \$2,000.00.

24) Article XXXIII – Pension.

- The parties agree that the title of Article XXXIII shall be retitled "Retirement Plans".

25) Article XXXV – Uniforms.

- The parties agree that Article XXXV, Section d, shall be deleted.  
d. The parties agree that they met and discussed PHA's revised Disciplinary Policy and Dress Code during the recently concluded collective bargaining negotiations. The Labor Management Committee will continue to meet to address any areas of concern until April 30, 2013, after which Union and PHA will acknowledge that it has no objection to PHA's adoption of those policies, subject to those continued discussions.

**PHILADELPHIA HOUSING AUTHORITY**

BY: \_\_\_\_\_  
**KELVIN JEREMIAH**  
**PRESIDENT & CEO**

Date: \_\_\_\_\_

**DISTRICT COUNCIL 33 AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 934**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_



RESOLUTION NO. 11714

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY COVERING PROVISIONAL EMPLOYEES

**WHEREAS**, the Building and Construction Trades Council of Philadelphia and Vicinity (the "BCTC") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") maintenance employees; and

**WHEREAS**, the BCTC represents all provisional employees; and

**WHEREAS**, the PHA and the BCTC are parties to an Agreement that covers PHA's provisional employees (the "Provisional Agreement"); and

**WHEREAS**, provisional employees are temporary trades workers who are hired on a temporary basis to perform major rehabilitation work on PHA properties; and

**WHEREAS**, PHA and the BCTC have recently negotiated changes to certain provisions of the Provisional Agreement, called an Addendum to the Memorandum of Agreement; and

**WHEREAS**, the changes to those provisions of the Provisional Agreement are reasonable, practical and supportable from both an operational and budgetary standpoint; and

**BE IT RESOLVED**, that PHA's Board of Commissioners hereby approves the terms of the Provisional Agreement, in substantially the form attached hereto, and authorizes the President & CEO, or his authorized designee, to execute and implement an Agreement consistent with those terms.

I hereby certify that this was  
APPROVED BY THE BOARD ON 6/19/14  
Barbara Coleman General Counsel  
ATTORNEY FOR PHA

*ATTACHMENT TO RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY COVERING PROVISIONAL EMPLOYEES*

**ADDENDUM TO MEMORANDUM OF AGREEMENT BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY**

This Addendum is entered into between the **PHILADELPHIA HOUSING AUTHORITY ("PHA")** and the **BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY (the "BCTC")**, the collective bargaining representatives for employees who perform maintenance work at PHA. This is an Addendum to the existing Collective Bargaining Agreement ("CBA"), and is being entered into for the purpose of performing major rehabilitation to a number of PHA properties ("Projects"). This Addendum only, and no other contractual provisions, shall apply to the projects and the employees involved. These Projects will be conducted in accordance with the following general provisions:

1. This Addendum will be effective April 1, 2014 and expires on March 31, 2019. At its discretion, the PHA shall identify Davis Bacon Projects that include, but are not limited to, major rehabilitation, mechanical and electrical upgrades and large scale concrete replacement. That identification will include the unit location and a work specification write-up describing the work to be performed.
2. The PHA will provide the trucks, dumpsters and similar major equipment items required to complete the specified Project. The PHA will assess the need for establishing its own sheet metal fabrication shop, if required for the Project.
3. The PHA will inspect each of the specified Projects while work is in progress, and upon completion, to determine that the work set forth in the write-up has been completed in accordance with specification standards. Should any work not meet specification standards, it will be identified in a punch list for corrective action. Trades workers will normally accompany the inspector to ensure an understanding of, and adherence to, Project specifications.
4. In order to perform the above specified work, the PHA will hire, as provisional employees, skilled trades workers from craft local unions. Those employees shall be employed in accordance with the following:
  - a. The skilled trades workers shall be employed as provisional employees for a specific Project. Provisional employees may be terminated or laid off for any reason at the PHA's discretion. Provisional employees shall not have grievance or arbitration rights.
  - b. Provisional employees shall be compensated at the applicable Davis Bacon residential (single family homes and apartments up to and including four stories) wage or the commercial (does not include residential construction consisting of single family homes and apartments up to and including four stories) rate, if applicable, in effect at the time of the Project. An individual employed as a Foreman in any trade shall be paid an additional \$1.00 per hour above the rate for that trade. These wages shall be paid less required federal, state and city taxes and deductions. The applicable Davis Bacon prevailing wage shall be increased as of September 1 of each year.
    - a. As provisional employees, the trades workers shall not be entitled to any PHA benefits. However, an additional amount of money per hour for each hour worked shall be designated for fringe benefits, and it shall be forwarded to the respective Local Unions for the purpose of providing compensation for fringe benefits. The fringe benefits payments shall be forwarded to the respective Local Unions as set forth in the current basic CBA for each respective Local Union as certified by the City of Philadelphia's Labor Standards Division. That amount shall be increased as needed during the term of this Addendum, in order to comply with the negotiated benefit provisions set forth in the respective Local Unions' basic CBA.
    - b. Upon receiving certification from the respective Local Union(s), and a signed authorization from an employee, the PHA agrees to deduct from each employee's pay, as set forth in 4b. above, in one amount and remit to the respective Local(s), a deduction made for: initiation, dues and/or assessments, vacation and holiday accrual, and similar certified assessments. Said remittance shall be forwarded to the respective Local Union(s) within ten (10) days after the date of the paycheck from which the deduction is made. The respective Local Union(s) will indemnify, defend and hold the PHA harmless against any claims made and against any suit instituted against the PHA in regard to said deduction.
    - c. The provisional employees shall be required to provide any non-power hand tools necessary to complete the work on these Projects.

d. The provisional employees assigned to these Projects shall be accepted by the PHA from those individuals referred by the respective Local Unions. If a provisional employee proves to be unacceptable to the PHA, that respective Local Union shall provide a replacement. As an affirmative action goal, the PHA and the BCTC shall strive to ensure an average minority representation of two minorities for each five workers employed on these Projects.

e. The provisional employees covered by this Agreement shall work in crews configured by size and craft as determined by PHA or its designee. For those crafts for which there is an ongoing need, skilled trades workers shall be provided to the PHA on an on-call basis with one (1) day advanced notice.

f. Provisional employees working under this Agreement shall work an eight (8) hour day, with one-half hour for lunch. The normal work day shall begin not earlier than 7:00 A.M. and not later than 8:30 A.M. The normal work week shall be Monday through Friday. Work shall be compensated in accordance with the PHA standard pay week and practices. Work shall be scheduled on each work day except for the following unpaid holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

g. Work performed beyond eight (8) hours on a workday or Saturday shall be compensated at one and one-half times the regular rate of compensation. Work performed on Sunday shall be compensated at two times the regular rate of compensation. These premium rates shall be applied to fringe benefits payments. This Addendum represents the complete understanding of the parties' intent with regard to successfully completing these Projects.

**PHILADELPHIA HOUSING AUTHORITY**

BY: \_\_\_\_\_

**KELVIN A. JEREMIAH, PRESIDENT/CEO**

DATE: \_\_\_\_\_

**BUILDING AND CONSTRUCTION TRADES COUNCIL  
OF PHILADELPHIA AND VICINITY**

BY: \_\_\_\_\_

**PATRICK GILLESPIE, BUSINESS MANAGER**

DATE: \_\_\_\_\_

# APPENDIX 2

**JUNE 19, 2014 SIGN-UP SHEET FOR THE  
GENERAL PUBLIC COMMENT PERIOD  
AT THE END OF THE BOARD MEETING  
(3 minutes per person)**



Please **PRINT** your name and generally identify your topic:

1. Name: Stephanie Johnson ✓  
Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_
  
2. Name: Margie Jackson ✓  
Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_
  
3. Name: Stephanie Johnson ✓  
Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_
  
4. Name: Yvette Jackson ✓  
Maintenance Issue? Yes  No  Other (topic): land & location
  
5. Name: Prince Jackson ✓  
Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

6. Name: Ante Wright ✓  
Maintenance Issue? Yes \_\_\_ No  Other (topic): \_\_\_\_\_

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7. Name: TAMM Johnson ✓  
Maintenance Issue? Yes \_\_\_ No \_\_\_ Other (topic): CL

8. Name: JAAJ Aiz ✓  
Maintenance Issue? Yes \_\_\_ No \_\_\_ Other (topic): \_\_\_\_\_

9. Name: Hester Cunningham ✓  
Maintenance Issue? Yes  No \_\_\_ Other (topic): Education of those

10. Name: T. Green ✓  
Maintenance Issue? Yes \_\_\_ No \_\_\_ Other (topic): \_\_\_\_\_

11. Name: DENNIS J. LAWRENCE ✓  
Maintenance Issue? Yes \_\_\_ No  Other (topic): WIPED

12. Name: Basilynah M. Bray  
Maintenance Issue? Yes \_\_\_ No \_\_\_ Other (topic): \_\_\_\_\_

**JUNE 19, 2014 SIGN-UP SHEET FOR THE  
GENERAL PUBLIC COMMENT PERIOD  
AT THE END OF THE BOARD MEETING  
(3 minutes per person)**



Please *PRINT* your name and generally identify your topic:

1. Name: James Gibson ✓

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

2. Name: Robert Smith ✓

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

3. Name: \_\_\_\_\_

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

4. Name: \_\_\_\_\_

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

5. Name: \_\_\_\_\_

Maintenance Issue? Yes  No  Other (topic): \_\_\_\_\_

# JUNE 2014 SIGN-UP SHEET FOR COMMENT ON SPECIFIC

## RESOLUTIONS

(3 minutes per person)



- Reso. #1: MTW Report for FY2014
- Reso. #2: ACOP/Admin Plan Amendments
- Reso. #3: Contracts for Consultant Mgmt Svcs
- Reso. #4: Project Labor Agreement
- Reso. #5: Operating Subsidy for St Francis Villa
- Reso. #6: Contracts for Summer Youth Program Services
- Reso. #7: Contracts for Construction Mgmt Svcs
- Reso. #8: Contract for Insurance Broker Svcs
- Reso. #9: Contract Mod for Strawberry Mansion Oakdale
- Reso. #10: MOA with BCTC
- Reso. #11: MOA with DC33
- Reso. #12: Agreement with BCTC Covering Provisional Employees

Please PRINT your name & check the number of the resolution on which you wish to speak:

1. Name: Vanessa Pitts Reso #1    2    3    4    5    6    7    8    9    10    11    12
2. Name: \_\_\_\_\_ Reso #1    2    3    4    5    6    7    8    9    10    11    12
3. Name: \_\_\_\_\_ Reso #1    2    3    4    5    6    7    8    9    10    11    12
4. Name: \_\_\_\_\_ Reso #1    2    3    4    5    6    7    8    9    10    11    12
5. Name: \_\_\_\_\_ Reso #1    2    3    4    5    6    7    8    9    10    11    12
6. Name: \_\_\_\_\_ Reso #1    2    3    4    5    6    7    8    9    10    11    12



June 2014 SIGN-UP SHEET FOR SPECIFIC RESOLUTIONS -- cont'd

- Reso. #1: MTW Report for FY2014
- Reso. #2: ACOPI/Admin Plan Amendments
- Reso. #3: Contracts for Consultant Mgmt Svcs.
- Reso. #4: Project Labor Agreement
- Reso. #5: Operating Subsidy f/ St Francis Villa
- Reso. #6: Contracts for Summer Youth Program Services
- Reso. #7: Contracts f/ Construction Mgmt Svcs
- Reso. #8: Contract f/ Insurance Broker Svcs
- Reso. #9: Contract Mod f/ Strawberry Mansion Oakdale
- Reso. #10: MOA with BCTC
- Reso. #11: MOA with DC33
- Reso. #12: Agreement with BCTC Covering Provisional Employees

16	Name: <u>Timothy Hill</u>	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
17	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
18	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
19	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
20	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
21	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
22	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
23	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
24	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12

# JUNE 2014 SIGN-UP SHEET FOR COMMENT ON SPECIFIC

## RESOLUTIONS

(3 minutes per person)



- Reso. #1: MTW Report for FY2014
- Reso. #2: ACOF/Admin Plan Amendments
- Reso. #3: Contracts for Consultant Mgmt Svcs.
- Reso. #4: Project Labor Agreement
- Reso. #5: Operating Subsidy for St Francis Villa
- Reso. #6: Contracts for Summer Youth Program Services
- Reso. #7: Contracts for Construction Mgmt Svcs
- Reso. #8: Contract for Insurance Broker Svcs
- Reso. #9: Contract Mod for Strawberry Mansion Oakdale
- Reso. #10: MOA with BCTC
- Reso. #11: MOA with DC33
- Reso. #12: Agreement with BCTC Covering Provisional Employees

Please PRINT your name & check the number of the resolution on which you wish to speak:

1	Name: <u>BRYAN BUSH</u>	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
2	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
3	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
4	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
5	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
6	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>

June 2014 SIGN-UP SHEET FOR SPECIFIC RESOLUTIONS -- cont'd

- Reso. #1: MTW Report for FY2014
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- Reso. #4: Project Labor Agreement
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- Reso. #7: Contracts // Construction Mgmt Svcs
- Reso. #8: Contract // Insurance Broker Svcs
- Reso. #9: Contract Mod // Strawberry Mansion Oakdale
- Reso. #10: MOA with BCTC
- Reso. #11: MOA with DC33
- Reso. #12: Agreement with BCTC Covering Provisional Employees

*ATC*

7	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
8	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
9	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
10	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
11	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
12	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
13	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
14	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12
15	Name: _____	Reso #1	2	3	4	5	6	7	8	9	10	11	12

June 2014 SIGN-UP SHEET FOR SPECIFIC RESOLUTIONS -- cont'd

- Reso. #1: MTW Report for FY2014
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- Reso. #7: Contracts // Construction Mgmt Svcs
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16.	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
17	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
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19	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
20	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
21	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
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23	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12
24	Name: _____	Reso. #1	2	3	4	5	6	7	8	9	10	11	12

June 2014 SIGN-UP SHEET FOR SPECIFIC RESOLUTIONS -- cont'd

- Reso. #1: MTW Report for FY2014
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- Reso. #10: MOA with BCTC
- Reso. #11: MOA with DC33
- Reso. #12: Agreement with BCTC Covering Provisional Employees

7.	Name: <u>James J. ...</u>	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
8.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
9.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
10.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
11.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
12.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
13.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
14.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
15.	Name: _____	Reso. #1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>