



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES

Thursday, June 18, 2020, 3 p.m.

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

The meeting was brought to order at approximately 3:06 p.m. by the Chair, Lynette Brown-Sow. She proceeded to call the names of all the Commissioners, to verify their participation and establish that a quorum was present. The Commissioners participating in the meeting were: Chair Lynette Brown-Sow, Vice-Chair Wetzel (who joined shortly after the start of the meeting), and Commissioners Callahan, Camarda, Coney, and Mayo, as well as President & CEO (“CEO”) Kelvin A. Jeremiah and General Counsel and Board Secretary, Laurence M. Redican. Commissioners Purnell and Wise were unable to participate.

After opening the meeting, the Chair requested a moment of silence, to help prepare for the work to be done.

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

1. All should remain vigilant about COVID-19 health measures, including wearing masks; PHA is taking many precautions to ensure the safety of residents and staff; and masks have been donated through the City Council and the Sixers.
2. While PHA offices are still closed to the public and residents, managers are working in the offices; residents can drop off rent and, if needed, financial hardship forms, in the management drop boxes; and after being on hold due to the pandemic, non-emergency work orders are now being addressed.
3. Thanks to the resident leaders involved and various partners, PHA’s COVID-19 food distribution sites served 87,136 meals over 11 weeks, at a cost of approximately \$450,000.00. The current program is the Summer food program, which will be at 13 sites and run until August 14th.
4. June is National Homeownership month and, so far this calendar year, 26 people have transitioned from renters to homeowners as part of PHA’s program.
5. NAHRO has recognized PHA with an Award of Merit for Innovation for the Rental Assistance Demonstration (RAD) Transfer of Assistance Program.
6. PHA was awarded a Core Grant from the Community Design Collaborative, under which a team of local architects, urban designers and others will work with Bartram Village residents and nearby neighbors to design a gateway park at 56th St & Lindbergh Boulevard.
7. PHA has once again significantly exceeded all Section 3 HUD-required compliance goals for FY2020 and is expanding Section 3 opportunities by opening the Section 3 Resource Center at Vaux this summer.

CEO Jeremiah then congratulated Chair Brown-Sow on her recent appointment to the Board of the Philadelphia Parking Authority. He also noted that PHA offices will be closed for Juneteenth, Freedom Day, on June 19th, as a time to reflect, from a place of compassion, on years of struggle and movement forward towards equality.

The Chair asked whether there were any corrections or amendments to the minutes of the Board meeting of May 21, 2020. Hearing none, the minutes were accepted as submitted.

Three (3) resolutions were presented and unanimously approved.

Resolution 12099, attached in Appendix 1, was presented by Lopa Kolluri, Senior Executive Vice President and Chief Development and Operating Officer, to authorize PHA to enter into an agreement with the City of Philadelphia for the establishment of a Shared Space Housing Pilot Program, utilizing twenty-five (25) vacant and uninhabitable scattered sites to be leased to formerly homeless, youth aging out of foster care, and other hard-to-serve populations. Vice Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution was sent for committee review, moved for its adoption. The motion was seconded and, following discussion and there being no public comment (for which opportunity was provided, as it was for all the resolutions, pursuant to the protocols regarding comments for virtual meetings), the motion was unanimously approved, by roll call.

Resolution 12100, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy, to approve the submission of PHA's Moving to Work ("MTW") Annual Report for Fiscal Year 2020 ("MTW Annual Report") to the U.S. Department of Housing and Urban Development ("HUD"). Vice Chair Wetzel, as Chair of the Policy and Planning Committee to which the resolution was sent for committee review, moved for its adoption. The motion was seconded and, there being no discussion other than Vice-Chair Wetzel noting that the committee recommended adoption, it was unanimously approved, by roll call

Resolution 12101, attached in Appendix 1, was presented by Wendi Barish –Senior Deputy General Counsel, to authorize PHA to execute a renewal Collective Bargaining Agreement between PHA and the American Federation of State, County, and Municipal Employees, District Council 33, Local 934, which represents several clerical classifications, Housing Choice Voucher housing/building inspectors, and warehouse workers. The three-year agreement will cover the period from April 1, 2019, through March 31, 2022. Commissioner Callahan, as Chair of the Finance Committee, which reviewed the resolution prior to its presentation to the Board, moved for its approval. Following a second and there being no discussion, the motion was unanimously approved, by roll call.

As there was no **public comment**, despite the opportunity for the same, pursuant to the published protocols for virtual meetings, following a motion to adjourn, a second and unanimous approval, the meeting ended at approximately 3:40 p.m.

Respectfully submitted,



Laurence M. Redican
General Counsel
Philadelphia Housing Authority

APPENDIX 1

THE PHILADELPHIA HOUSING AUTHORITY
MEETING OF THE BOARD OF COMMISSIONERS
2013 RIDGE AVE.¹
PHILADELPHIA, PA 19121
THURSDAY, JUNE 18, 2020 at 3 p.m.
AGENDA

- A. **Call to Order** Lynette Brown-Sow, Chair
- B. **Remarks** Kelvin A. Jeremiah, President & CEO
- C. **Approval of the Minutes** of the Board Meeting held May 21, 2020, as distributed.
- D. **New Business**
 - 1. **RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA TO OPERATE THE SHARED SPACE HOUSING PILOT PROGRAM**

Lopa Kolluri
 - 2. **RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ANNUAL MOVING TO WORK REPORT FOR FISCAL YEAR 2020 FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND CERTIFYING THAT THE THREE STATUTORY REQUIREMENTS HAVE BEEN MET**

Jennifer Ragen
 - 3. **RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 33, LOCAL 934**

Joshua McQuoid
- E. **Public Comment Period**

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

RESOLUTION NO. 12099

RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE CITY OF PHILADELPHIA TO OPERATE THE SHARED SPACE HOUSING PILOT PROGRAM

WHEREAS, the Philadelphia Housing Authority ("PHA") is a participant in the Moving to Work Demonstration Program of the United States Department of Housing and Urban Development ("HUD"), which authorizes the agency to waive certain requirements of the Housing Act to reflect the local needs of low-income families, and generally for the purposes of creating administrative efficiencies, increasing housing choices, and promoting self-sufficiency; and

WHEREAS, PHA and the City of Philadelphia ("City") have agreed to work together to further their mutual goals of assisting homeless individuals and families, as well as other hard-to-serve populations that lack permanent and stable housing, in order to assist them in transitioning out of homelessness to permanent housing; and

WHEREAS, the creation of such a pilot program was approved by HUD and the Board under the FY2020 MTW Plan; and

WHEREAS, the City and PHA entered into a Memorandum of Understanding to set the parameters of the above-described collaboration to be known as "Shared Space, A New Shared Housing Pilot" (the "Shared Housing Program") on February 27, 2020, a copy of which is an Attachment to this Resolution; and

WHEREAS, this Memorandum of Understanding will provide the structure for the formal relationship between PHA and the City;

BE IT RESOLVED, that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee to execute and take any and all actions needed to effectuate the intent of said Memorandum of Understanding including, but not limited to, executing any agreements or grants for the receipt of money from the City of Philadelphia necessary for the implementation of the Shared Housing Program, subject to the availability of funds therefor.

7/15/2020
12/18/2020
12/18/2020
12/18/2020
12/18/2020

I hereby certify that this was
APPROVED BY THE BOARD ON 6/18/2020
Alan de Roda
ATTORNEY FOR PHA

ATTACHMENT – to the Resolution for the Shared Space Housing Pilot Program

City Agreement No. 19-6104

Memorandum of Understanding
between
The Philadelphia Housing Authority
and
The City of Philadelphia
acting through its
Managing Director's Office, Health and Human Services
and its Office of Homeless Services
to Operate
Shared Space, a New Shared Housing Pilot

This Memorandum of Understanding ("MOU"), is entered into this 27th day of February, 2020 by and between The Philadelphia Housing Authority ("PHA"), a public body, corporate and politic, organized and existing as a public housing authority in accordance with the Housing Authorities Law of 1937, as amended, which appears at Title 35, §1541 *et seq.*, of the Pennsylvania Statutes ("Housing Law") and having its principal office and place of business at 2013 Ridge Avenue, Philadelphia, PA 19121, and The City of Philadelphia (the "City" and together with PHA referred to herein as the "Parties"), with a principal place of business located at 1430 Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102.

WHEREAS, PHA was created and organized in accordance with the provisions of the Housing Law for purposes that include providing safe and sanitary dwelling accommodations for persons of low income; and

WHEREAS, PHA owns, operates and manages rental housing for qualifying tenants in the City of Philadelphia pursuant to the Housing Law and the United States Housing Act of 1937, 42 U.S.C. §1437 *et seq.*, ("Housing Act"); and

WHEREAS, PHA is a participant in the United States Department of Housing and Urban Development's Moving to Work program, which authorizes the agency to waive certain requirements of the Housing Act to reflect the local needs of low-income families, and generally for the purposes of creating administrative efficiencies, increasing housing choices, and promoting self-sufficiency; and

WHEREAS, PHA and the City have agreed to work together to further their mutual goals of assisting homeless individuals and families, as defined below, that lack permanent and stable housing in order to assist them in transitioning out of homelessness to permanent housing; and

WHEREAS, the above-described collaboration shall be known as the "Shared Space, A New Shared Housing Pilot" (the "Shared Housing Program" or "Program").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the foregoing by reference herein, the Parties, intending to be legally bound, agree as follows:

A. Definitions

1. "Commencement Date" means February 1, 2020.
2. "Designee" means a nonprofit corporation chosen by the City to enter into a master lease with PHA pursuant to Section B.1 hereof and to provide certain other social services to residents placed in

the Shared Housing Program. The City in its sole discretion may replace the Designee from time to time after consultation with PHA.

3. "Housing Opportunity" means an opportunity for residency pursuant to this Program and the requirements set forth herein in a housing unit owned or operated by PHA, with access to common areas generally accessible to PHA tenants. Housing Opportunities will be located in public and assisted housing units in PHA's scattered site portfolio and/or other public housing units, as determined by PHA in consultation with the City. The Housing Opportunities in the Shared Housing Program in public and assisted housing shall be available for the placement of families, or in some cases, two or more unrelated adults, in a public housing unit. The Housing Opportunity shall be subject to any applicable extensions of this MOU by the Parties and the availability of required funding.

4. "Housing Ready" means an individual or family determined by the City to be suitable for the Shared Housing Program, under admission criteria determined by the City in its discretion, except that every resident must be income eligible for admission to the PHA assisted unit, must not be on the lifetime sex offender registry in any state, and must not have been convicted of manufacturing methamphetamines on public housing property. Other PHA admission criteria shall not apply..

5. "Lack of permanent or stable housing" means someone who is homeless and or/lacks a stable and consistent dwelling unit, including but not limited to a person who is: (1) staying with friends or family without a lease, (2) squatting, (3) living in a homeless shelter, (4) living in places not meant for human habitation such as cars, parks, sidewalks, and abandoned buildings or (5) at high risk of becoming homeless following completion of a behavioral health treatment program.

6. "Participant" means a Housing Ready participant in the Shared Housing Program.

7. "Program Manager" shall refer to the primary City or City designee contact for programmatic issues and concerns relating to the Program and who will address individual tenancy issues.

B. PHA Responsibilities

1. PHA will enter a master lease with the Designee to provide Housing Opportunities to eligible Participants under this demonstration Program. The master lease will permit the Designee to enter into sublease agreements for up to twenty-five (25) housing units with up to one hundred (100) bedrooms for Housing Opportunities for Participants under the Program as suitable locations become available following PHA's receipt of the funding referenced in Section D.1 below; and for up to an additional ten (10) housing units with up to fifty (50) bedrooms if PHA receives the funding referenced in Section D.2 below.

2. Both under the master lease and pursuant to this MOU, PHA shall:

A. Maintain the Property, including the building facilities and grounds, in a decent, safe and sanitary condition.

B. Furnish running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of year as required by law.

C. Furnish electricity and/or gas. The rent paid by the City or its designee shall include the cost of heat, sewer, water, electricity, and any other utilities provided to, or used or consumed in or on Housing Opportunity, except for telephone, cable and internet services.

- D. Make needed repairs promptly.
- E. Provide an annual inspection of the unit by PHA or qualified maintenance staff and provide inspections when repair requests are submitted to PHA.
- F. Adequately complete any repairs needed to make safe any hazardous or emergency conditions related to the repair request.
- G. Complete emergency repairs within 24 hours.
- H. Complete and process all necessary work orders required to initiate the correction of a condition. PHA shall complete all non-emergency repairs in an adequate, competent and professional manner, within an average of thirty (30) days from the notification date, unless PHA can demonstrate good cause.
- I. Comply with requirements of applicable building codes, housing codes and HUD regulations affecting health and safety.
- J. Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by PHA.
- K. If the unit is in a multi-family development, provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Tenant) for the deposit of garbage, rubbish and other waste removed from the Property by the Tenant.
- L. Except and to the extent prohibited under applicable law, including the Tort Claims Act, defend and indemnify the Designee and the City against any claims arising from PHA's failure to comply with the provisions of this Section B.2.

3. PHA agrees to work with the City and its Designee to assist the Participants with Program and lease compliance issues to the extent permitted by the PHA procedures and applicable laws and regulations.

4. PHA commits to inform the City or its Designee, through the Program Manager, of violations by Participants selected for the Program. PHA commits to sending copies of such notices to the Program Manager at the same time the notice is sent to the Participant so that the City or its Designee may respond in a timely manner.

5. PHA will take such steps as are necessary to implement the Program and this MOU, including any revisions to policies or other documents, to the extent feasible and allowable by HUD.

6. PHA will identify to the City and the Designee a PHA liaison who shall serve as the primary PHA contact for programmatic issues and concerns relating to the Program and who will address individual tenancy issues.

7. Prior to implementing any changes to the Program rules or requirements for which PHA has primary implementation responsibility, PHA shall provide a minimum of twenty (20) business days' prior notice to the City and confer with the City.

8. PHA shall provide to the City or its Designee the information and data necessary for the Designee to comply with its reporting responsibilities and with any other reasonable information or data requested by the City or its Designee. The City or its Designee shall provide PHA with a minimum of twenty (20) business days' prior notice in connection with any request for information or data, unless a shorter timeframe is necessary.

9. PHA will meet quarterly, or as often as otherwise agreed to by the Parties, with the City and its Designee to review Shared Housing Program goals and progress.

10. PHA will not take any eviction related activities. The master lease will require the Designee to take responsibility for removal of Shared Space Participants.

C. City or Designee Responsibilities

1. The City will authorize the Designee to execute a master lease with the Participants for the Shared Housing Program. The master lease will require the Designee to ensure that all Participants in PHA Housing Opportunities pursuant to this MOU shall be of households that have completed the City's or the Designee's screening and interview process.

2. The master lease may require the Designee to require Participants to accept, as a condition of residency in a Shared Housing Opportunity and participation in the Program coordinated case management services, including the preparation of a Participant-specific case management plan within thirty (30) days of admission into the Program and the monitoring of the transition to self-sufficiency as well as compliance with individual lease and Program obligations unless and until a case manager has determined, with respect to a specific Participant, such services are no longer required. The Designee may require Participants to accept such services from the Designee or from a third party.

3. The master lease may further require the Designee to consult with PHA before self-performing or selecting a third party to perform the services set forth in Section C.2 hereof, and to give PHA an opportunity to review the case manager's management plan guidelines and procedures.

4. The master lease may require the Designee to identify to PHA a primary point of contact with respect to the Program, and to promptly respond to all PHA notices of concern, problems, violations, rental arrearages, and any other notifications with respect to Participants. The City's own primary point of contact shall be the persons identified in Section K below.

5. Prior to implementing any changes to the Shared Housing Program rules or requirements for which the Designee has primary implementation responsibility, the master lease may require the Designee to provide reasonable prior written notice to PHA. Additionally, the master lease may require the Designee to promptly notify PHA of any changes to Program rules or requirements effectuated by third parties and of which the Designee has notice.

6. Prior to implementing any changes to the Program rules or requirements for which the City has primary implementation responsibility, the City shall provide reasonable prior written notice to PHA, generally a minimum of twenty (20) business days, and shall confer with PHA prior to the implementation of any such changes.

7. The master lease may require the Designee to provide the information and data necessary for PHA to comply with its reporting responsibilities to its funding and regulatory agencies and with any other available information or data reasonably requested by PHA. PHA shall provide the Designee with a minimum of twenty (20) business days' prior notice in connection with any request for information or data

requests, unless a shorter timeframe is necessary. The City shall respond to direct requests from PHA for information and data pursuant to the Right-to-Know Law.

8. The master lease may require the Designee to join PHA in its quarterly meetings with the City to review program goals and progress, and in such other meetings to which the Parties may agree.

9. The Parties will cooperate to take such steps as are necessary and appropriate to implement the Program and this MOU, including any revisions to policies or other documents, to the extent feasible.

10. The master lease will require the Designee to be responsible for removing non-compliant Participants from the unit.

D. Funding/Fees

1. PHA acknowledges that it is separately to receive a grant of one million four hundred thousand dollars (\$1,400,000.00) from the Philadelphia Redevelopment Authority, which amount is sufficient for the rehabilitation of at least twenty-five (25) units for the Shared Housing Program. PHA has agreed to comply with applicable law, as set forth in Section J hereof, applicable to City-funded contracts and financial assistance.

2. The Parties in their discretion may identify ten (10) additional units of up to five (5) bedrooms each for inclusion in the Program if further funding can be identified for costs estimated by PHA, with such additional capital grant funds to PHA not to exceed the lesser of PHA's actual costs or six hundred thousand dollars (\$600,000.00). The City has no obligation to make or arrange for such a grant. Absent such a grant, PHA has no obligation to include additional units in the Program. Any such funding will require PHA to agree to comply with applicable law, as set forth in Section J hereof, applicable to City-funded contracts and financial assistance.

3. The master lease will require the Designee to pay PHA a fixed amount of rent per unit per month, initially three hundred sixty-five dollars (\$365.00).

4. Within six (6) months, and thereafter at the close of each term, PHA will provide the City with a report of any unexpected or excessive damages to PHA's units.

5. After the City receives the report set forth in Section D.4 above and has an opportunity to discuss it with PHA, PHA may increase the fixed rent per unit per month payable by the Designee under the master lease to the extent PHA demonstrates to the City that utility usage by the Participants and/or damage requiring repairs by PHA since inception of the Program or, if more recent, since the most recent rent increase pursuant to this Section D.5 are greater than average for PHA units of similar size and occupancy and that the rents set forth in Section D.3, combined with all applicable subsidies, do not cover PHA's expenses pursuant to Section B.2 hereof, with administrative costs and overhead together capped at ten percent (10%). Such demonstration shall include documentation of PHA's actual subsidies, and actual expenses for utilities and repairs and maintenance, for (a) the units in the Program, (b) all other PHA scattered site units of similar size and occupancy, and (c) all PHA scattered site units. Such expenses shall not include repairs of defective renovation work prior to occupancy; and administrative costs and overhead shall be limited to ten percent (10%) of the total. In no event shall the total rent exceed five hundred dollars (\$500.00) per unit per month.

6. [intentionally deleted].

7. This MOU does not require expenditures, funding or fees by or from the City. Capital grant funding, if any, shall come pursuant to other agreements, and the Designee shall be responsible for the master lease.

E. Term; Additional Terms and Other Amendments

Subject to Section F hereof, this MOU shall become effective on the Commencement Date and have a term of twelve (12) months (the "Initial Term"). Upon the expiration of the Initial Term, the City may in its sole discretion amend the MOU to renew it for another term of twelve (12) months. The Parties may thereafter renew the MOU for one (1) or more additional terms (each a "Term"), each of no more than twelve (12) months. Each Term shall be considered a separate contract, but shall include the same terms as the MOU (as previously amended) unless the amendment provides otherwise in writing. The Parties may also amend the MOU in other respects by mutual agreement. Each amendment must be in a writing signed by the Parties.

F. Termination

1. Either PHA or the City may terminate this MOU for the material nonperformance of the terms of this MOU by the other party if, within thirty (30) days after written notice is delivered by the performing party to the non-performing party setting forth the nature of the non-performance, the non-performing party fails to undertake reasonable efforts to cure such default within such thirty (30) day period or such other reasonable period agreed to by the Parties.

2. PHA shall give notice to the City of any default by the Designee under the master lease and of any intent to terminate the master lease. PHA shall not unreasonably refuse to accept any substitute Designee nominated by the City, and shall cooperate with the City as to the timing of any such substitution.

3. Termination of this MOU, by either party, shall not affect the rights of Participants currently in the Program with respect to their agreements with the Designee, or any individual lease agreements with PHA. In the event this MOU is terminated or expires, the Parties will cooperate with one another to ensure an orderly termination of the Program that minimizes impact upon Participants in the Program.

G. Amendment

This MOU cannot be altered, changed, modified or amended except in a writing signed by the Parties hereto.

H. Counterparts

This MOU may be executed in one or more counterparts, all of which taken together shall constitute one document.

I. No Rights or Privileges

This MOU and the covenants set forth herein are for the sole benefit of the Parties hereto; no other person shall have any right, claim or interest, beneficial or otherwise, herein, and no person or persons other than the Parties hereto shall have any right to bring any action relating to the subject matter of this MOU or any party's performance hereunder.

This MOU shall not be construed to create any employment relationship between the Parties, or any employee, agent, or a contractor of the party. An employee, agent, or contractor for one party shall not be considered to be an agent, employee or contractor of the other party merely because a party has assumed and is exercising the duties and responsibilities outlined in this MOU. Each party remains responsible for the direction, supervision, and control of its employees, agents, or contractors.

J. Applicable Law

The MOU shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its provisions concerning conflicts of laws. Any dispute shall be resolved by the Parties themselves or litigated in a court with jurisdiction sitting in the City of Philadelphia.

The Parties shall comply with all applicable Federal, State, and City statutes, ordinances, rules and regulations, including those pertaining to wages, hours and conditions of employment.

Each agency will work within its own departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. To the extent that any provision of this MOU is inconsistent with any such statute, rule or regulation, the statute, rule or regulation will prevail. In the event there is a conflict between the statutes, rules, or regulations applicable to PHA and those applicable to the City or its designee and such conflict has a direct effect on the parties' ability to effectuate the terms of this MOU, the parties agree to use their best efforts to resolve such conflict in a manner consistent with the intent of this MOU, and that complies with the applicable statutes, rules, regulations and codes.

K. Severability

If any provision of the MOU is invalid, illegal, or unenforceable in any respect, such provision will be modified or amended to the extent necessary to remove the invalidity, illegality, or unenforceability. In the event an amendment or modification is necessary, such amendment or modification will be interpreted in a manner most closely approximating the intentions of the Parties as expressed herein. If the amendment or modification of such provision is not possible, such provision shall be severed from this MOU and the other provisions will remain in full force, and such provision shall be removed so as not to affect any other provision in this MOU.

L. Notice

1. All notices, including without limitation demands, requests, consents and other communications required or relating to this MOU shall be effective only if in writing, and shall be personally delivered, transmitted via facsimile, or transmitted electronically via email, or shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, or shall be delivered by recognized overnight courier service, such as Federal Express, to the other party at its address set forth below in this paragraph, or at such other address as such party shall designate by notice, and shall be effective when delivered to such address. Any confirmation receipt of facsimile, confirmation receipt of email and/or official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

If to PHA:

Attention: Kelvin Jeremiah, President & CEO
Philadelphia Housing Authority
2013 Ridge Avenue
Philadelphia, PA 19121

With a copy to: PHA Program Manager
Dinesh Indala
Executive Vice President -Housing Operations
2013 Ridge Avenue
Philadelphia, PA 19121
215 684 1255 office
267 7840842 Mobile

If to the City or its Designee:

Attention: City of Philadelphia
Deputy Managing Director for Health and Human Services
1430 Municipal Services Building
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102

With a copy to: City of Philadelphia
Attention: Director, Office of Homeless Services
1030 Municipal Services Building
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102

2. Whenever this MOU or the master lease requires notice from PHA to the Designee, PHA shall also send notice to the City.

IN WITNESS WHEREOF, this MOU is made and entered by the parties hereto, intending to be legally bound, on the day and year first above written.

THE PHILADELPHIA HOUSING AUTHORITY

By: _____
Kelvin Jeremiah, President and CEO

Approved as to form
Marcel S. Pratt, City Solicitor

THE CITY OF PHILADELPHIA
Through: Managing Director's Office

By: _____
Senior Attorney

By: _____
Eva Gladstein,
Deputy Managing Director
Health and Human Services

Through: Office of Homeless Services

By: _____
Elizabeth G. Hersh, Director
Office of Homeless Services

RESOLUTION NO. 12100

RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ANNUAL MOVING TO WORK REPORT FOR FISCAL YEAR 2020 FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND CERTIFYING THAT THE THREE STATUTORY REQUIREMENTS HAVE BEEN MET

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 the status of its programs, operations, and finances in a form specified and required by HUD; and

WHEREAS, under the MTW Agreement, HUD will assess PHA's performance on an annual basis by comparing, at the end of PHA's fiscal year, its 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, Attachment B of the MTW Agreement, HUD Form 50900 Section VI (C), requires a certification in the Annual Report that PHA has met the three MTW statutory requirements of: 1) ensuring that at least 75 percent of the households assisted by PHA are very low-income; 2) continuing to assist substantially the same total number of households as would have been assisted had PHA not participated in the MTW Demonstration; and 3) maintaining a comparable mix of households (by family size) served as would have been had PHA not participated in the MTW Demonstration; and

WHEREAS, the Annual Report must be submitted ninety (90) days after the end of PHA's fiscal year; and

WHEREAS, PHA's fiscal year ended on March 31, 2020 and its Annual Report is due to HUD on or before June 30, 2020; and

WHEREAS, PHA has prepared its Annual MTW Report for Fiscal Year 2020, which is ready for timely submission to HUD and which 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 2020 (period ending March 31, 2020), as distributed to the Board, for submission to HUD, and certifies that the report reflects that PHA has met the three MTW statutory requirements of: 1) ensuring that at least seventy-five (75) percent of the households assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of households as would have been assisted had PHA not participated in the MTW Demonstration; and 3) maintaining a comparable mix of households (by family size) served as would have been served had PHA not participated in the MTW Demonstration; and authorizes the President & CEO and/or his 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 MTW Annual Report.

I hereby certify that this was
APPROVED BY THE BOARD ON 6/18/2020

ATTORNEY FOR PHA

RESOLUTION NO. 12101

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 33, LOCAL 934

WHEREAS, the American Federation of State, County, and Municipal Employees (AFSCME), District Council 33, Local 934 ("Local 934") is the certified labor relations representative for several of the Philadelphia Housing Authority's ("PHA") clerical classifications, HCV housing/building inspectors, and warehouse workers, as defined within the CBA; and

WHEREAS, Local 934 represents approximately 60 employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 934 expired on March 31, 2019; and

WHEREAS, PHA and Local 934 participated in good faith during extensive negotiations toward reaching a renewal agreement; and

WHEREAS, PHA and Local 934 did amicably reach an agreement; and

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

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

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

I hereby certify that this was
APPROVED BY THE BOARD ON 6/18/2020

ATTORNEY FOR PHA

DC33
CONSOLIDATED AGREEMENT
2019 – 2022

CONSOLIDATED AGREEMENT

between

THE PHILADELPHIA HOUSING AUTHORITY

and

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

April 1, 2019

to

March 31, 2022

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COLLECTIVE BARGAINING AGREEMENT

It is hereby agreed by and between DISTRICT COUNCIL 33, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 934 (hereinafter referred to as "UNION"), and THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as "EMPLOYER"), that the following mutual covenants shall constitute a Consolidated Collective Bargaining Agreement between the parties.

ARTICLE 1 – TERM OF CONTRACT

The term of the Agreement shall be three (3) years beginning April 1, 2019 and expiring March 31, 2022.

ARTICLE 2 – PURPOSE AND SCOPE OF AGREEMENT

A. The purpose of this Agreement is to provide orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish fair wages, hours and working conditions, to maintain a harmonious relationship between the Union and the EMPLOYER, and to prevent strikes, lockouts, and all other forms of disturbance of peaceful labor relations.

B. This Agreement shall apply uniformly to all employees for whom the Union bargains, pursuant to the provisions of applicable law.

ARTICLE 3 – RECOGNITION AND UNION SECURITY

A. The EMPLOYER agrees to recognize the UNION as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, rates of pay, hours of work, and other conditions of employment, for all non-supervisory clerical employees of the EMPLOYER which are within the classifications represented by the UNION, excluding those non-supervisory clerical employees not included within the bargaining unit as a matter of law.

B. The EMPLOYER agrees to deduct UNION membership dues, initiation fees and PEOPLE Fund contributions from the pay of those employees for whom the UNION has obtained and delivered to the EMPLOYER a written authorization signed by the employee in a form approved by the EMPLOYER authorizing the EMPLOYER to make such deductions. The amounts to be deducted shall be certified to the EMPLOYER by the UNION and the aggregate deductions of all employees shall be remitted together with an itemized statement to the UNION within ten (10) days of the date of deduction. The UNION must notify the EMPLOYER of any change in the amount of dues within fifteen (15) days of the date of the change.

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

D. Upon the UNION's request, but not more than quarterly, the EMPLOYER shall furnish the UNION with a list of the name, home address, email address and home and cell phone numbers (if provided to the EMPLOYER by the employee), most recent date of hire, job assignment, and hourly wage rate of each employee covered by this Agreement. In addition, the EMPLOYER shall make its best effort to transmit to the UNION electronically a list of every new employee in the bargaining unit promptly, but in no event later than seven (7) business days after the employee enters the bargaining unit.

E. The UNION shall be given the opportunity to access and meet with new employees for up to one hour at the worksite during the EMPLOYER's orientation process or at times deemed mutually acceptable by the parties, in order to provide the employee with the Collective Bargaining Agreement, to effectuate the signing of applicable documents, and to explain the terms and conditions of employment provided for by the Agreement.

F. It is understood by the parties that it shall be the UNION's obligation to provide employees with applications for membership and authorizations for dues and/or other deductions or withdrawal/revocation of membership/deduction and that employees will turn executed documents into the UNION, which then shall provide dues deduction authorizations and revocation of deductions to the EMPLOYER. In the event an employee turns such information into the EMPLOYER, the EMPLOYER shall direct the employee to provide the information to the UNION.

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

It is understood and agreed that the EMPLOYER, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the EMPLOYER, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the EMPLOYER, These include but shall not be limited to such areas of discretion or policy as the functions and programs of the EMPLOYER, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

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

A. The direct and indirect costs associated with performing the work with contracted labor for the outsourced business unit or function as set forth in the Request for Proposal (RFP) is less than the direct and indirect costs associated with performing the work with the employed workforce for the outsourced business unit or function as set forth in the RFP; and

B. EMPLOYER shall give written notice to the UNION contemporaneous with issuing a formal RFP for services. After EMPLOYER's receipt of proposals, the UNION shall have an opportunity to meet and discuss over the relative costs as described in paragraph (A) above; and

C. No subcontracting will occur prior to September 1, 2020. On or after September 1, 2020, EMPLOYER may contract out without regard to (A) and (B) above if the total value of a contract is less than \$20,000 in a fiscal year or involves an emergency or temporary situation. EMPLOYER shall not sever any contract in order to take advantage of the \$20,000 exemption.

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

ARTICLE 5 – UNION REPRESENTATIVES

The Union may designate up to two (2) stewards total; provided, however, that if the bargaining unit exceeds 100 employees, a third (3rd) steward will be added. The Union shall give the EMPLOYER ten (10) days notice of the appointment or change of any Steward.

Stewards may be granted leave from their normal duties to participate, when needed, in labor-management related activities associated with the administration of the contract or the processing of grievances.

A. The following clarifies how an employee shall notify and obtain approval for such leave.

1. If stewards must be absent from their work location to attend a labor-management meeting, a grievance meeting or to administer the collective bargaining agreement, they shall provide their manager with reasonable and sufficient notice appropriate to the circumstances of that absence.

2. That notice shall include the time, date and projected length of the absence and the reason for the absence. Appropriate reasons for an absence include negotiations, labor-management meetings, grievances and requirements concerning the administration of the Agreement.

3. With regard to matters concerning grievances or contract administration, the Steward shall also inform the manager(s) at other work location(s) (if different from his/her own) for purposes of coordination and avoiding confusion and/or disruption of work at that location(s).

4. The Union shall continue to notify the EMPLOYER of the jurisdictional area for which each steward is responsible and the EMPLOYER shall consider and approve a request for leave based on that jurisdictional assignment. Exceptions to these jurisdictional

assignments may be required due to a steward's absence or the extraordinary circumstances of a particular grievance.

5. EMPLOYER's managers must balance the steward's need to be absent at a particular time against his/her work unit responsibility. No legitimate request for an absence within the above guidelines should be unduly or unreasonably withheld.

ARTICLE 6 – JOINT MANAGEMENT LABOR COMMITTEE

Joint Management Labor Committee, composed of the President of the Union and the Human Resources Department Head or his/her designee of the EMPLOYER and two (2) additional members from both the EMPLOYER and the Union is created under the Collective Bargaining Agreement. Matters of mutual concern, under the Collective Bargaining Agreement, between EMPLOYER and the Bargaining Unit as a whole, will be discussed by this committee in an attempt to amicably resolve same.

This Committee shall meet on a regular basis and either party may place matters on the agenda for discussion. The Committee, shall study, explore, consider and attempt to resolve labor-management issues at EMPLOYER but it shall not usurp the Collective Bargaining Agreement. Participants on the committee shall attend meetings without loss of time or pay.

EMPLOYER reaffirms its agreement to engage in all joint management-labor cooperative efforts with the Union, so that management and labor can engage in a partnership regarding job-related issues.

ARTICLE 7 – ADJUSTMENT OF GRIEVANCES AND ARBITRATION

A. Should any differences arise between the EMPLOYER and the Union or a Bargaining Unit employee as to the meaning or application of or compliance with the provisions of this Agreement, the difference shall be settled in the following manner:

Step 1 – within five (5) working days (excluding Saturdays, Sundays and holidays) of EMPLOYER’s supervisory personnel taking an action which is the basis of the employee’s grievance, the” shop steward and’ the employee shall present such grievance to the employee’s immediate supervisor. If no satisfactory disposition is reached, then;

Step 2 – within five (5) working days (excluding Saturdays, Sundays and holidays) after the decision of the supervisor under Step 1 above has been received by the Union, the grievance shall be reduced to writing and presented by the appropriate Union Steward to such representative of EMPLOYER as EMPLOYER may designate. The grievance in Step 2 will be discussed at a mutually agreed time by the aggrieved bargaining unit employee, the appropriate union steward or union representative, the Departmental representative and the Human Resources Department Head or his/her designee. A written decision on the grievance so presented shall be rendered by the management representative as soon as possible, but not later than ten (10) working days after such meeting. If no satisfactory disposition of the grievance is reached, then;

Step 3 – within thirty (30) calendar days after the decision of EMPLOYER following the meeting in Step 3, the grievance may be submitted to arbitration by the Union. If the grievance is submitted to arbitration, the arbitrator shall be selected and the arbitration conducted in accordance with the rules of the American Arbitration Association then in effect. The expenses of filing for arbitration, any room fee, and the arbitrator’s fee shall be borne equally by the parties. All other expenses shall be borne by the party incurring the expense. The decision of the arbitrator shall be final and binding upon the parties hereto, but the arbitrator shall not have the power or authority to alter or modify the terms and conditions of this Agreement. No

disciplinary action shall take effect until a Step 2 hearing has been completed except as outlined in B.

The time periods set forth herein are of the essence and a material part of the process.

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, EMPLOYER has the right to suspend or terminate the employee at once in accordance with the EMPLOYER Employee Handbook.

All grievances involving the immediate suspension pending discharge of a bargaining unit employee shall be reduced to writing and initiated at Step 2 of the grievance procedure by submission of the written grievance to the designated management representative within five (5) working days (excluding Saturdays, Sundays and holidays) of the date on which the bargaining unit employee is notified by EMPLOYER of his/her discharge.

If EMPLOYER fails to answer a grievance within the time requirements set forth above, the matter shall be directly submitted for arbitration in accordance with the procedures of Step 3 above. If the Union fails to proceed with the prosecution of a grievance in compliance with the time requirements set forth above, the Union shall be conclusively deemed to have withdrawn the grievance. Any and all time limits may be extended by mutual agreement in writing.

C. Any employee who is requested to appear before any authorized representative of management of EMPLOYER for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to arise shall have the right to Union representation upon request of said employee.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

During the term of this Agreement, EMPLOYER agrees that there shall not be any lockouts by EMPLOYER. For the same period, the Union agrees that there shall not be any

picketing or strikes by Union or by the employees, or walkout, suspension of work, slowdowns, or any other interference or stoppage, total or partial, of EMPLOYER's operation in accordance with the Pennsylvania Public Employee Relations Act (Act 195).

ARTICLE 9 – WAGES

A. EMPLOYER agrees to pay the wages set forth in Addendum A attached and made a part of this Agreement.

1. Following ratification of this Agreement, each bargaining unit member employed by the EMPLOYER at the time of ratification by both parties, shall receive a one-time, lump sum bonus payment equal to three percent (3%) of their base annualized rate, but no less than the equivalent of \$1.00 for the employee's standard annual base hours.

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

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

B. Employees in the bargaining unit shall receive a longevity payment in the amount of four hundred dollars (\$400.00) for every five (5) years of continuous service with EMPLOYER.

C. **Night Shift Differential**

1. Night Shift Differential shall be paid:

Between the hours of 4:00 p.m. and 12:00 midnight, at the rate of forty (\$.40) cents per hour. For each hour worked between 12:00 midnight and 8:00 a.m. at the rate of fifty (\$.50) cents per hour.

2. Night Work Premium shall not be paid:

a. For work between 4:00 p.m. and 6:00 p.m. by an employee whose regularly scheduled tour of duty commences at or after 8:00 a.m., and terminates at or before 6:00 p.m.

b. During leaves for illness, vacation or for any other time not worked, whether paid or not paid.

c. During unpaid lunch periods.

d. To part-time employees.

3. Night work differentials shall not be increased by any overtime factor.

D. Direct Deposit

All employees will receive their weekly paychecks via direct deposit.

ARTICLE 10 – PROBATIONARY PERIOD

A. No disciplinary action or discharge shall be imposed upon any employee without just cause, except for dismissal during a probationary period for newly hired employees.

B. The probationary period shall be for ninety (90) calendar days from the date of hire. When an employee is promoted, the employee may be required to serve a ninety (90) calendar day probationary period.

C. The starting rate for all new hires in a bargaining unit position shall be one dollar (\$1.00) less than the job rate for that position. New employees shall be paid the jobs rate after the first ninety (90) calendar days of employment and for any extended probationary period, excluding leaves of absences.

D. New employees shall not be eligible for medical, dental, prescription, optical, or life insurance during the first sixty (60) days of employment, excluding leaves of absences.

ARTICLE 11 – HOURS OF WORK

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 at the Central Warehouse will be a five (5) day work week of eight (8) hours each day, at times and/or days determined by the EMPLOYER.

C. Deviations from an employee's regular shift may occur no more than four times in a calendar year without the approval of the effected employee. In those instances, the EMPLOYER will give the employee five (5) working days' notice in writing. All hours worked during any shift change shall be subject to shift differential.

D. When the transfer of an employee involves the relocation from one work site to another work site, EMPLOYER shall provide the employee with five (5) working days' notice of transfer.

ARTICLE 12 – OVERTIME

Overtime pay shall be computed as follows:

A. Any time worked after completion of a 7-hour day shall be paid for at the, rate of time and one-half, except for Stockroom Workers, Warehouse Workers and clerical support employees, at the Central Warehouse who shall receive overtime pay for hours worked in excess of eight (8) hours per day.

B. Any time worked on the 6th day shall be paid for at the rate of time and one-half.

C. Any time worked on the 7th day shall be paid for at the rate of time and one-half.

D. An employee who completes seven hours of work and is called back to work will be guaranteed a minimum of four hours' pay at time and one-half.

ARTICLE 13 – HOLIDAYS

A. The following shall be recognized as paid holidays:

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

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 occurs on an employee's regularly scheduled day off, the EMPLOYER will schedule the holiday on the scheduled workday either immediately before or immediately after the holiday.

C. When a holiday occurs on an employee's regularly scheduled day off, the employee shall receive a day's holiday pay. In the event the employee works on said holiday, the employee shall instead receive holiday pay plus time and one-half of base pay for all hours worked on said holiday.

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

ARTICLE 14 – JOB PROMOTIONS AND TRANSFERS

A. The promotion shall be awarded to the most qualified candidate based on the EMPLOYER's assessment of the last two years of performance evaluations in the employee's

classification, the last two years of disciplinary history, and/ interview(s) of candidates, in addition to fitness and ability. If disciplinary history, qualifications, performance, interview(s), fitness and ability are otherwise equal, seniority shall govern the promotion.

B. Seniority shall be counted from the most recent date of hire.

C. EMPLOYER agrees that all promotions in non-entrance level positions in the bargaining unit shall be made by EMPLOYER from among employees holding positions within EMPLOYER, provided there are qualified individuals to fill the positions. If there are no qualified employees to fill the position within EMPLOYER, EMPLOYER 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 EMPLOYER's Portal to give all employees of the EMPLOYER an opportunity to apply for that position.

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

F. When a permanent opening in the bargaining unit exists, the EMPLOYER shall post the position notice for five (5) working days. The notice shall contain the classification; department, pay rate, and job description. A permanent opening shall be defined as an opening within the bargaining unit to which no employee has recall rights. Bids will be awarded on the basis of seniority and ability to perform the job. If the selected employee fails to meet the job qualifications during a ninety (90) day period, he/she shall be transferred to his/her previous classification.

ARTICLE 15 – LAYOFFS AND SENIORITY

A. Layoffs may occur if necessitated because of lack of funds, lack of work, or reorganization resulting in the abolition of a position or positions, but not without informing the UNION. The layoff unit(s) may be EMPLOYER-wide, department-wide, program-wide, or, grant-wide at the discretion of the EMPLOYER. When layoffs are necessary, it shall occur in accordance with the following procedures:

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

2. When a layoff becomes necessary, temporary and then probationary employees within the job classification will be laid off first.

3. Among permanent employees, layoffs shall occur within each job classification affected, in the layoff unit on the basis of satisfactory work performance. Employees with unsatisfactory work performance shall be laid off first. In the event of further layoff, after unsatisfactory job performance, EMPLOYER may consider (a) the last two years of performance evaluations in the employee's classification and (b) the last two years of disciplinary history if the discipline is equivalent to at least a Class 3 infraction, when selecting employees for layoff. If performance and disciplinary history are equal, seniority in the classification shall prevail.

4. Seniority shall be counted from an employee's most recent date of hire with EMPLOYER. However, for the purpose of layoff only, seniority shall be defined as an employee's most recent date of hire or appointment to a classification within the bargaining unit.

5. For the purpose of layoffs, employees holding the following Local 934 positions shall have superseniority: President, Vice-President, Secretary/Treasurer, Recording Secretary, Business Agent and five (5) shop stewards.

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

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

8. Employees shall be placed on a layoff list in their job classification in order of seniority and satisfactory work performance: the most senior Employee with satisfactory work performance shall have the highest rank.

9. Appointments to positions in classifications affected by layoff shall be made from recall lists and/or displaced employees, at the EMPLOYER's discretion, before any other type of appointment is made. Recalls shall be within the employee's job classification. An employee shall remain on a recall list for a period of one (1) year from the effective date of the layoff. Recall lists shall be established in the inverse order as the layoff list, except that employees with unsatisfactory performance shall be excluded from the list and shall have no right to recall.

10. Recalled employees return to work with the same seniority, performance record, and disciplinary record, as if there was no break in service. Seniority shall be broken if a laid off employee fails to report for recall.

B. An employee laid off under 15.A.3 by seniority, because performance and disciplinary history are equal, may exercise seniority rights by bumping within the highest job classification for which he or she is qualified, if he or she possesses the necessary skills and ability of said job.

1. In the event an employee bumps another employee, as contemplated in section 15.B above, he or she shall be paid at the rate of pay of the job to which he or she has bumped.

C. Employees affected by layoff may elect to be demoted to a lower position if one is available and the employee possesses the requisite qualifications for said position, in accordance with the following:

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

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

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

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

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

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

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

E. If the employee is rehired within a period not to exceed one (1) year from the date of a layoff he/she has the option to pay back the amount of withdrawn pension contribution, plus interest (thereby, regaining pension service). The employee must pay back withdrawn contribution within one year from date of re-hire.

ARTICLE 16 – JOB CLASSIFICATION AND RECLASSIFICATION

A. Upon request of the employee, EMPLOYER will provide a written job description for the duties to be performed in that classification.

B. Working out of classification: Any employee assigned by the supervisor to work in any job or higher classification other than the employees current classification shall be paid the rate of pay for that higher classification, only after working a period of four (4) consecutive hours in said classification.

C. If an employee is assigned in writing by his supervisor to work in any job of higher classification other than the employee's current classification for a period of a least ninety (90) consecutive days, then his work performance in said classification will be reviewed by EMPLOYER after the expiration of the said ninety (90) day period. If EMPLOYER finds the employee's work performance in said position to be satisfactory, EMPLOYER shall reclassify in writing the employee to the said higher classification.

D. Out of class assignments shall be made in writing.

E. Clerks assigned to sites with 500 or more units will receive a wage differential of one dollar (\$1.00) per hour. Clerks currently working at sites with less than 500 units who are receiving the wage differential will retain that differential for so long as they occupy the same position; provided, however, that if such an individual no longer is assigned to work at that site for any reason, he/she will cease to receive the differential, and further that any individual assigned to work at the site thereafter will not receive the differential.

ARTICLE 17 – REALLOCATIONS OF POSITION

A. The EMPLOYER shall have the sole right to determine the number and classification of the positions of its employees subject to a meet and discuss requirement. The EMPLOYER shall have the sole right to determine the duties and responsibilities of the respective classifications and to update job descriptions as needed. In the event of a dispute with respect to the above, it will be subject to arbitration, and there will be no work stoppage pending arbitration.

ARTICLE 18 – HEALTH AND SAFETY

A. EMPLOYER agrees to provide a place of employment in accordance with any Pennsylvania health and safety law which governs the EMPLOYER and is applicable to EMPLOYER. The EMPLOYER further agrees to furnish and use such safety devices and safeguards in its places of employment as may be required by law.

B. The EMPLOYER 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 EMPLOYER's determination, such unsafe condition has temporarily arisen, all affected employees shall be notified within two (2) hours of EMPLOYER's notice, of EMPLOYER's decision to temporarily reassign those affected employees to the closest

EMPLOYER site where there is available work. If any employees are to be temporarily reassigned, the EMPLOYER 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.

EMPLOYER shall provide adequate sanitary facilities to all bargaining unit work locations.

ARTICLE 19 – MEDICAL INSURANCE

A. Each permanent, full-time employee in the bargaining unit, his or her eligible spouse, and dependent children (up to 26 years of age) shall have the right to family health insurance coverage through the available HMO and PPO medical plan options.

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

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

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

D. The EMPLOYER shall be permitted to offer or choose not to offer additional health insurance plans (“Tier 3” plans) to bargaining unit employees. EMPLOYER shall have the right to design, offer, modify, or terminate any Tier 3 plan(s), in its discretion, including

modifications to the plan design and premium-sharing arrangements. EMPLOYER shall provide the UNION with 30 calendar days' notice of any such change, but implementation of changes shall not be delayed. EMPLOYER's decision to offer Tier 3 plan options to bargaining unit employees shall not be construed as a conferred benefit or past practice that obligates the EMPLOYER to continue to provide Tier 3 plan options.

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

F. EMPLOYER will pay 90% of the premium for dental and optical coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

G. The above referenced premium sharing shall be subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER.

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

I. EMPLOYER reserves the right to purchase health and welfare benefits from a different, qualified carrier and shall have the discretion to make reasonable modifications to the medical, prescription, dental and optical plans from time to time.

J. An employee who is covered by a substantially similar health insurance plan may opt out of coverage under one of the plans provided by EMPLOYER. If an employee opts out of

the EMPLOYER plans, he or she shall receive one hundred thirty dollars (\$130.00) per month which shall be payable in a separate check or separately taxed in a check with wages.

ARTICLE 20 – SICK LEAVE

A. For employees hired prior to January 1, 2003, sick leave shall be earned at the rate of one and one-quarter (1¼) days per month.

B. All employees hired after January 1, 2003 shall earn sick leave at the rate of 5/6 leave days per month (10 days per year).

C. No employee may use such sick leave during the initial thirty (30) days of the probationary period of employment.

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

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

F. Upon normal retirement, which is defined as:

1. 30 years of service with EMPLOYER, regardless of age; or
2. 10 years of service with EMPLOYER and age 62;
3. all accumulated unused sick leave shall be compensated for at the rate of

thirty-five percent (35%) of the employee's last rate of pay.

When an active employee is eligible for retirement under paragraph 2 of this Article dies, his/her beneficiary shall receive the thirty-five percent (35%) sick leave payout provided for retirees in this Article.

G. When an employee is absent from work for any part of the day, the employee will be charged for any time missed.

H. Each full-time employee may convert two (2) accumulated sick days into one (1) vacation day, provided the employee maintains a balance of at least eighty (80) accumulated sick days. Such conversion shall be permitted up to a maximum of ten (10) vacation days each calendar year and must be converted as full vacation days. Employees who wish to convert sick leave under this provision shall inform their Unit Timekeeper, in writing, of the conversion of earned but unused sick days during the last fifteen (15) calendar days of March, June, September and December of each year. Conversion of sick leave to vacation may only be accomplished during the above stated periods of time.

ARTICLE 21 – MEDICAL LEAVE OF ABSENCE

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

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

This policy may be changed by the EMPLOYER from time to time with notice to the Union.

ARTICLE 22 – PERSONAL LEAVE WITHOUT COMPENSATION

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

ARTICLE 23 – ACCUMULATION OF VACATION LEAVE

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

		Years of Completed Service	Days Accrued Per Month	Accumulated Accrual
1.	All Employees except as noted below	5 full years of service or less	5/6 days	10 days
2.	Employees hired on or after 4/1/97	1 full year of service or less	5/12 day	5 days
3.	All Employees	More than 5 but less than 10 full years of service	1 1/4 days	15 days
4.	All Employees	More than 10 but less than 20 full years of service	1 2/3 days	20 days
5.	All Employees	More than 20 full years of service	2 1/12 days	25 days

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

C. At the beginning of each month, the supervisor should request from employees any leave time the employee anticipates he/she will require during said month. Seniority will prevail in the event of scheduling conflicts with the exception of a documented emergency. No employee will be guaranteed a vacation leave request more than 30 days in advance of the date of leave.

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

ARTICLE 24 – LEAVES OF ABSENCE FOR UNION REPRESENTATIVES

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

ARTICLE 25 – FUNERAL LEAVE

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

in-law, grandparent, grandchild, step-parents, step-children, step-siblings, and relatives who reside in the same household as the employee.

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

ARTICLE 26 – PERSONAL LEAVE DAYS

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

ARTICLE 27 – USE OF LEAVE

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

ARTICLE 28 – LIFE INSURANCE COVERAGE

A. EMPLOYER shall provide, at no cost to the employee, life insurance coverage to regular full-time employees in an amount equal to 1.25 times the employee's salary or Twenty Thousand (\$20,000,00) dollars, whichever is greater.

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

C. The EMPLOYER shall provide, at no cost to the employee paid up Ten Thousand (\$10,000,00) dollar life insurance coverage to employees who retire from EMPLOYER with thirty (30) years of service or who retire at age sixty (60), with at least ten (10) years of service.

ARTICLE 29 – AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE

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

B. Employees required to drive an automobile during working hours must maintain a valid driver's license. Such employees will be terminated in the event they do not maintain a valid driver's license.

C. Employees who are regularly required to use their personal automobile for the performance of EMPLOYER business shall be required to provide the EMPLOYER with satisfactory proof of the appropriate levels of liability, comprehensive, and collision insurance

which specifies for business use in order to be eligible for the above referenced mileage reimbursement.

ARTICLE 30 – TUITION REIMBURSEMENT

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

1. The employee makes a written request to the Human Resource Department to take the course and provides the following information: the employee’s name, job title, department, and the course name; the educational institution offering the course; and a description of the course’s content:

2. The employee obtains the prior approval of EMPLOYER (except as stated below);

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

4. The employee passes the course.

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

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

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

full amount of the reimbursement. EMPLOYER agrees to defend, hold harmless, and fully indemnify the Union for any liabilities arising out of repayment by EMPLOYER payroll deduction.

ARTICLE 31 – PREPAID LEGAL SERVICES

A. EMPLOYER shall contribute the sum of \$7.00 per month for all full-time employees within the bargaining unit to the District Council 33 Group Legal Services Fund.

B. EMPLOYER agrees to forward a separate check to the UNION for the total amount of its contribution and will make its best efforts to forward the check within ten (10) working days after the pay period during which said contribution is credited. Along with the check, EMPLOYER agrees to provide the name and employee number of each employee for whom contributions are being made.

C. It is understood that said Fund shall:

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

2. Operate in an economically sound manner.

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

4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 33, or Local 934 or any of their officers, employees, agents or representatives thereof.

5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.

6. Provide the EMPLOYER with an annual audit report of the operations of the Fund as it applies to the EMPLOYER's contributions and services to eligible employees. The report shall be prepared by an independent Certified Public Accountant and shall be submitted to the EMPLOYER each year within ninety (90) days of the close of the Fund's fiscal year.

ARTICLE 32 – INJURED ON DUTY/LIGHT DUTY

A. The seniority of any employee who remains on Injured on Duty status ("IOD") for one year shall be terminated and EMPLOYER shall remove such an employee from the EMPLOYER Employee list.

B. Any employee who suffers a work-related injury or illness must report it to the EMPLOYER as soon as medically possible. Employees released by medical authorities for return to light duty in a light duty status will be placed in a light duty pool. These employees shall be used to assist management to accomplish a variety of tasks within the restrictions allowed by the medical authorities, and provided that productive work is deemed to be available by the EMPLOYER, in its discretion. Assignment of these employees shall not be restricted to a particular work site but shall be limited to positions within the employees bargaining unit.

ARTICLE 33 – RETIREMENT PLANS

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

B. Effective April 1, 1997, the Plan shall be revised to reflect that April 1st of each year, the three "consecutive November 1st's" referenced in the Plan and used for calculating average employee earnings for purposes of pension benefits shall be updated/revised to include the three most recent prior November 1st's.

C. The present Defined Benefit Pension Plan will be frozen effective March 31, 2011.

D. With regard to the freezing of the Defined Benefit Pension Plan, in determining average earnings, EMPLOYER will look to years 2005-2006-2007, the “roll up” period applicable at the end of the last contract.

E. In freezing the Defined Benefit Pension Plan, EMPLOYER agrees that it will guarantee all outstanding pension obligations of that Plan.

F. Effective April 1, 2011, all bargaining unit members will be enrolled in the EMPLOYER Defined Contribution Plan.

G. Employees will contribute 5.5% of their gross earnings into the Defined Contribution Pension Plan.

H. EMPLOYER will make matching contributions equivalent to 5.5% of each employee’s gross earnings.

I. Should EMPLOYER 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.

ARTICLE 34 – EMERGENCY CLOSING AND INCLEMENT WEATHER

A. Due to weather conditions, should EMPLOYER decide that its offices must be closed throughout the City, the said closings are to take place before 11:00 a.m., then all employees who did not report to work, except those employees on approved leave, will not be charged earned time.

B. The parties agree that the decision to close EMPLOYER offices rests solely with EMPLOYER and is not grievable.

C. Employees who arrive late due to inclement weather shall be permitted to make up to one hour of work at straight time. Employees who arrive late due to extraordinarily inclement weather (such as the snow storm of March 1993) shall not be docked pay for such lateness.

D. When the President and CEO declares that the entire EMPLOYER shall not open for normal operations on regularly scheduled work day due to an emergency, in addition to the regular days pay that employees receive though not reporting to work due to the emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation.

ARTICLE 35 – UNIFORMS

The EMPLOYER shall provide work uniforms in accordance with the following:

A. A new employee to the classification of Warehouse Worker shall be provided with the following uniform items:

<u>Quantity</u>	<u>Item</u>
5	Pants
5	Long sleeve shirts
5	Short sleeve shirts
2	Quilted suits or sweatshirts
1	Safety belt

Employees currently employed in this class shall be provided with the above items in an amount equal to the quantities listed above less any quantities already issued.

B. The above named items shall be replaced by the EMPLOYER on a fair wear and tear basis.

C. All employees contacting the public are required to wear professional attire and maintain a professional appearance. Management has the authority to send an employee home without pay if the employee fails to wear professional attire or maintain a professional appearance. The EMPLOYER shall have the right to require employees to wear EMPLOYER-issued uniforms, after consultation with the union. If required, the EMPLOYER will provide the uniform and will exchange worn out uniforms for new ones. Employees will be responsible for the alteration and maintenance of their uniforms.

ARTICLE 36 – EXISTING CONDITIONS OF EMPLOYMENT

All conditions of employment existing immediately prior to the effective date of this Agreement and not modified by this Agreement shall continue in full force and effect for the term of this Agreement, unless modified by agreement of the parties hereto.

ARTICLE 37 – ENTIRE AGREEMENT

This document represents the entire Agreement between the parties and there are no other agreements or understandings, oral or written, between same. This Agreement may only be modified by a written mutual agreement signed by representatives of both parties.

ARTICLE 38 – RATIFICATION AND APPROVAL

This Agreement is made conditioned upon the express approval and for ratification of the Board of EMPLOYER, the Executive Committee of the Union and the Membership.

ARTICLE 39 – SUCCESSORS

The Collective Bargaining Agreement shall be binding upon the parties thereto, the administrators, successors and assigns of each; provided, however, that this Article shall not be construed to limit the EMPLOYER's right to subcontract in accordance with Article 4.

ARTICLE 40 – CONSTRUCTION

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

ARTICLE 41 – SEVERABILITY

In the event any portion of this Agreement shall be contrary to law or to applicable rules and regulations of the United States Department of Housing and Urban Development under the United States Housing Act of 1937, such provision shall not be enforceable by either party. However, the remainder of this Agreement shall remain in full force and effect. If it is determined that any of the provisions of this Agreement are violative of applicable law affecting either EMPLOYER or Union, it is agreed that any such provision will be deemed void and of no force and effect.

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

ARTICLE 42 – MISCELLANEOUS

EMPLOYER shall not employ temporary employees for more than ninety (90) days, except where it is unable to fill vacancies within that time period. Temporary employees shall not be hired for the purpose of displacing bargaining unit employees.

ARTICLE 43 – DEFERRED INCOME PROGRAM

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

ARTICLE 44 – DISABILITY INSURANCE

EMPLOYER will make available its disability insurance plan for members of the bargaining unit at the employee's expense. However, the conditions, provisions, benefits and methods of operation of the plan are not covered by this Agreement and are not grievable.

**ARTICLE 45 – JURY
DUTY**

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

ARTICLE 46 – POST ACCIDENT TESTING

The parties agree that EMPLOYER shall have the right to conduct post-accident drug tests on bargaining unit members.

ARTICLE 47 – EMPLOYER POLICIES

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set forth their hands and seals as of the day and year first above written.

PHILADELPHIA HOUSING AUTHORITY

BY: _____

Kelvin A. Jeremiah
President & CEO

Date: _____

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

BY: _____

Date: _____

PHILADELPHIA HOUSING AUTHORITY
Wage Schedule - AFSCME District Council 33, Local 934

Job Code	Job Title	Step	04/01/2019-03/31/2020		04/01/2020-03/31/2021		04/01/2021-03/31/2022	
			Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate
03101	CLERK MESSENGER	1	\$19.74	\$35,919.27	\$20.59	\$37,466.27	\$21.44	\$39,013.27
03101	CLERK MESSENGER	2	\$21.20	\$38,579.59	\$22.05	\$40,126.59	\$22.90	\$41,673.59
03101	CLERK MESSENGER	3	\$21.72	\$39,536.78	\$22.57	\$41,083.78	\$23.42	\$42,630.78
03101	CLERK MESSENGER	4	\$22.26	\$40,504.44	\$23.11	\$42,051.44	\$23.96	\$43,598.44
03101	CLERK MESSENGER	5	\$22.78	\$41,452.95	\$23.63	\$42,999.95	\$24.48	\$44,546.95
03101	CLERK MESSENGER	6	\$23.10	\$42,044.85	\$23.95	\$43,591.84	\$24.80	\$45,138.84
03103	CLERK TYPIST I	1	\$20.37	\$37,076.86	\$21.22	\$38,623.86	\$22.07	\$40,170.86
03103	CLERK TYPIST I	2	\$21.83	\$39,737.19	\$22.68	\$41,284.19	\$23.53	\$42,831.19
03103	CLERK TYPIST I	3	\$22.39	\$40,752.83	\$23.24	\$42,299.83	\$24.09	\$43,846.83
03103	CLERK TYPIST I	4	\$22.95	\$41,774.52	\$23.80	\$43,321.52	\$24.65	\$44,868.52
03103	CLERK TYPIST I	5	\$23.52	\$42,805.05	\$24.37	\$44,352.05	\$25.22	\$45,899.05
03103	CLERK TYPIST I	6	\$23.84	\$43,394.00	\$24.69	\$44,941.00	\$25.54	\$46,488.00
03104	CLERK TYPIST II	1	\$22.01	\$40,058.60	\$22.86	\$41,605.59	\$23.71	\$43,152.59
03104	CLERK TYPIST II	2	\$23.47	\$42,718.76	\$24.32	\$44,265.76	\$25.17	\$45,812.76
03104	CLERK TYPIST II	3	\$24.13	\$43,923.18	\$24.98	\$45,470.18	\$25.83	\$47,017.18
03104	CLERK TYPIST II	4	\$24.80	\$45,127.44	\$25.65	\$46,674.44	\$26.50	\$48,221.44
03104	CLERK TYPIST II	5	\$25.51	\$46,434.19	\$26.36	\$47,981.19	\$27.21	\$49,528.19
03104	CLERK TYPIST II	6	\$25.84	\$47,023.30	\$26.69	\$48,570.30	\$27.54	\$50,117.30
03105	C/S CLERK TYPIST II	1	\$22.77	\$41,450.00	\$23.62	\$42,997.00	\$24.47	\$44,544.00
03105	C/S CLERK TYPIST II	2	\$24.24	\$44,110.17	\$25.09	\$45,657.17	\$25.94	\$47,204.17
03105	C/S CLERK TYPIST II	3	\$24.94	\$45,394.98	\$25.79	\$46,941.98	\$26.64	\$48,488.98
03105	C/S CLERK TYPIST II	4	\$25.71	\$46,799.63	\$26.56	\$48,346.63	\$27.41	\$49,893.63
03105	C/S CLERK TYPIST II	5	\$26.50	\$48,224.77	\$27.35	\$49,771.77	\$28.20	\$51,318.77
03105	C/S CLERK TYPIST II	6	\$26.82	\$48,818.14	\$27.67	\$50,365.13	\$28.52	\$51,912.13
03197	CLERK I	1	\$20.37	\$37,076.86	\$21.22	\$38,623.86	\$22.07	\$40,170.86
03197	CLERK I	2	\$21.83	\$39,737.19	\$22.68	\$41,284.19	\$23.53	\$42,831.19
03197	CLERK I	3	\$22.39	\$40,752.83	\$23.24	\$42,299.83	\$24.09	\$43,846.83
03197	CLERK I	4	\$22.95	\$41,774.52	\$23.80	\$43,321.52	\$24.65	\$44,868.52
03197	CLERK I	5	\$23.52	\$42,805.05	\$24.37	\$44,352.05	\$25.22	\$45,899.05
03197	CLERK I	6	\$23.84	\$43,394.00	\$24.69	\$44,941.00	\$25.54	\$46,488.00
03198	CLERK II	1	\$22.01	\$40,058.60	\$22.86	\$41,605.59	\$23.71	\$43,152.59
03198	CLERK II	2	\$23.47	\$42,718.76	\$24.32	\$44,265.76	\$25.17	\$45,812.76
03198	CLERK II	3	\$24.13	\$43,923.18	\$24.98	\$45,470.18	\$25.83	\$47,017.18
03198	CLERK II	4	\$24.80	\$45,127.44	\$25.65	\$46,674.44	\$26.50	\$48,221.44
03198	CLERK II	5	\$25.51	\$46,434.19	\$26.36	\$47,981.19	\$27.21	\$49,528.19
03198	CLERK II	6	\$25.84	\$47,023.30	\$26.69	\$48,570.30	\$27.54	\$50,117.30
03210	RE-EXAMINATION CLERK	1	\$23.47	\$42,710.09	\$24.32	\$44,257.09	\$25.17	\$45,804.09
03210	RE-EXAMINATION CLERK	2	\$24.93	\$45,370.25	\$25.78	\$46,917.24	\$26.63	\$48,464.24
03210	RE-EXAMINATION CLERK	3	\$25.75	\$46,866.77	\$26.60	\$48,413.77	\$27.45	\$49,960.77
03210	RE-EXAMINATION CLERK	4	\$26.58	\$48,373.76	\$27.43	\$49,920.76	\$28.28	\$51,467.76
03210	RE-EXAMINATION CLERK	5	\$27.40	\$49,876.34	\$28.25	\$51,423.34	\$29.10	\$52,970.34
03210	RE-EXAMINATION CLERK	6	\$27.73	\$50,469.70	\$28.58	\$52,016.70	\$29.44	\$53,577.20
03212	SERVICE REPRESENTATIVE	1	\$23.47	\$42,710.09	\$24.32	\$44,257.09	\$25.17	\$45,804.09
03212	SERVICE REPRESENTATIVE	2	\$24.93	\$45,370.25	\$25.78	\$46,917.24	\$26.63	\$48,464.24

PHILADELPHIA HOUSING AUTHORITY
Wage Schedule - AFSCME District Council 33, Local 934

Job Code	Job Title	Step	04/01/2019-03/31/2020		04/01/2020-03/31/2021		04/01/2021-03/31/2022	
			Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate	Hourly Pay Rate	Annualized Pay Rate
03212	SERVICE REPRESENTATIVE	3	\$25.75	\$46,866.77	\$26.60	\$48,413.77	\$27.45	\$49,960.77
03212	SERVICE REPRESENTATIVE	4	\$26.58	\$48,373.76	\$27.43	\$49,920.76	\$28.28	\$51,467.76
03212	SERVICE REPRESENTATIVE	5	\$27.40	\$49,876.34	\$28.25	\$51,423.34	\$29.10	\$52,970.34
03212	SERVICE REPRESENTATIVE	6	\$27.73	\$50,469.70	\$28.58	\$52,016.70	\$29.44	\$53,577.20
03920	HOUSING/BLDG INSPECTOR I	1	\$26.76	\$48,707.12	\$27.61	\$50,254.12	\$28.46	\$51,801.12
03920	HOUSING/BLDG INSPECTOR I	2	\$28.22	\$51,367.13	\$29.07	\$52,914.13	\$29.95	\$54,501.55
03920	HOUSING/BLDG INSPECTOR I	3	\$29.34	\$53,404.61	\$30.22	\$55,006.75	\$31.13	\$56,656.95
03920	HOUSING/BLDG INSPECTOR I	4	\$30.46	\$55,442.28	\$31.38	\$57,105.55	\$32.32	\$58,818.72
03920	HOUSING/BLDG INSPECTOR I	5	\$31.58	\$57,484.02	\$32.53	\$59,208.54	\$33.51	\$60,984.80
03920	HOUSING/BLDG INSPECTOR I	6	\$31.91	\$58,077.54	\$32.87	\$59,819.87	\$33.85	\$61,614.47
03921	HOUSING/BLDG INSPECTOR II	1	\$27.95	\$50,874.62	\$28.80	\$52,421.62	\$29.67	\$53,994.27
03921	HOUSING/BLDG INSPECTOR II	2	\$29.41	\$53,534.79	\$30.30	\$55,140.83	\$31.21	\$56,795.06
03921	HOUSING/BLDG INSPECTOR II	3	\$30.52	\$55,548.87	\$31.44	\$57,215.33	\$32.38	\$58,931.79
03921	HOUSING/BLDG INSPECTOR II	4	\$31.63	\$57,565.89	\$32.58	\$59,292.87	\$33.56	\$61,071.65
03921	HOUSING/BLDG INSPECTOR II	5	\$32.73	\$59,574.23	\$33.72	\$61,361.45	\$34.73	\$63,202.30
03921	HOUSING/BLDG INSPECTOR II	6	\$33.06	\$60,169.25	\$34.05	\$61,974.33	\$35.07	\$63,833.56
06051	WAREHOUSE WORKER	1	\$24.66	\$51,302.09	\$25.51	\$53,070.09	\$26.36	\$54,838.09
06051	WAREHOUSE WORKER	2	\$26.13	\$54,342.28	\$26.98	\$56,110.28	\$27.83	\$57,878.28
06051	WAREHOUSE WORKER	3	\$26.98	\$56,109.29	\$27.83	\$57,877.29	\$28.68	\$59,645.29
06051	WAREHOUSE WORKER	4	\$27.83	\$57,882.35	\$28.68	\$59,650.35	\$29.54	\$61,439.86
06051	WAREHOUSE WORKER	5	\$28.68	\$59,653.94	\$29.54	\$61,443.56	\$30.43	\$63,286.87
06051	WAREHOUSE WORKER	6	\$28.97	\$60,266.13	\$29.84	\$62,074.12	\$30.74	\$63,936.34
06053	FIXED ASSETS SPECIALIST	1	\$24.66	\$51,302.09	\$25.51	\$53,070.09	\$26.36	\$54,838.09
06053	FIXED ASSETS SPECIALIST	2	\$26.13	\$54,342.28	\$26.98	\$56,110.28	\$27.83	\$57,878.28
06053	FIXED ASSETS SPECIALIST	3	\$26.98	\$56,109.29	\$27.83	\$57,877.29	\$28.68	\$59,645.29
06053	FIXED ASSETS SPECIALIST	4	\$27.83	\$57,882.35	\$28.68	\$59,650.35	\$29.54	\$61,439.86
06053	FIXED ASSETS SPECIALIST	5	\$28.68	\$59,653.94	\$29.54	\$61,443.56	\$30.43	\$63,286.87
06053	FIXED ASSETS SPECIALIST	6	\$28.97	\$60,266.13	\$29.84	\$62,074.12	\$30.74	\$63,936.34