



**PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS
MEETING MINUTES**

Thursday, June 16, 2022, 3 p.m.

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

The Chair, Lynette Brown-Sow, brought the meeting to order at approximately 3:04 p.m., and noted that the following Commissioners were participating: Chair Brown-Sow, Vice-Chair Wetzel, and Commissioners Camarda, Coney, Mayo, Purnell, and Shahid. Commissioners Callahan and Wise did not participate. The President & CEO ("CEO") and the General Counsel and Board Secretary, Laurence M. Redican, also participated.

The Chair also stated that the Board had met in Executive Session before the start of this meeting to discuss litigation and HR matters.

The CEO reviewed the public participation guidelines for this meeting and made the following announcements:

- PHA's Resident Advisory Board ("RAB") received a grant from the City of Philadelphia for \$250,000, matched by the same amount from PHA, for a Violence Prevention Support Services initiative. This is a partnership between the City of Philadelphia and PHA, with crucial support and guidance from RAB. The project focuses on delivering supportive services to individuals aged 18 to 34 living in PHA supported housing and who are at high risk of becoming involved in or a victim to gun violence. RAB will lead this initiative with support from leading non-profits focused on violence prevention: Every Murder Is Real, and the Father's Day Rally Committee. Recognition was provided to Commissioner Coney for her vital role in this endeavor.
- Breakfast and lunch meals for PHA's school-age residents and those in surrounding neighborhoods will be available through PHA's Summer Food Service Program from June 27, 2022 to August 19, 2022. In addition, PHA will host the Basketball league and its partners will offer a variety of youth camps, including leadership camps, basketball and literacy camps, and camps focused on teaching how to write your own story.
- The PhillySEEDS gala will take place at the Cescaphe Ballroom on June 23, 2022, to celebrate our PhillySEEDS programs, including our scholars and our newest homeowners, with the fundraiser proceeds going towards PHA's 1st time homeowner matching closing cost grants. We hope that many can attend for this good cause and good time!

Following the announcements, the Chair asked whether there were any changes to the minutes from the annual Board meeting of May 19, 2022, as submitted. Hearing none, the minutes were approved.

Ten (10) resolutions were presented, reviewed, and unanimously approved, by roll call.

Resolution No. 12216, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President – Supply Chain Management, to authorize PHA to modify its contract with Perryman Shoemaker for Harrison Plaza Construction Services to increase the contract amount by one hundred twenty thousand two hundred twenty-one dollars (\$120,221.00), thereby increasing the contract not-to-exceed amount to thirty-six million one thousand two hundred fifty-eight dollars (\$36,001,258.00), from the current contract not-to-exceed amount of thirty-five million eight hundred eighty-one thousand thirty-seven dollars (\$35,881,037.00). Commissioner Shahid, as a member of the Finance Committee that reviewed the resolution, moved for its adoption. Following a second and there being no discussion or public comment (for which an opportunity was provided, as it was for all the resolutions), the motion was unanimously approved by roll call.

Resolution No. 12217, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy, to authorize PHA to submit its Moving to Work Annual Report for Fiscal Year 2022 to the U.S. Department of Housing and Urban Development ("HUD"). The resolution had been sent for review to the Policy & Planning Committee and its Chair, Board Vice-Chair Wetzel, moved for its approval. The motion was seconded and following discussion, the motion was unanimously approved, by roll call.

Resolution 12218, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy, to authorize changes to the Admissions and Continued Occupancy Policy ("ACOP") applicable to the Public Housing program. The proposed changes relate to PHA's occupancy standards (unit size vs. number of people) at both admissions and for transfers, as well as prioritization of transfers related to occupancy standards. Vice-Chair Wetzel, Chair of the Policy & Planning Committee that had reviewed the resolution moved for its adoption. The motion was seconded, there was no discussion, and it was unanimously approved, by roll call.

Resolution No. 12219, attached in Appendix 1, was presented by Kimberly Woods, Executive Vice President, Human Resources ("EVP–HR"), to authorize PHA to contract with United Concordia Dental Insurance Company for the employee dental insurance policy. The contract is for a not-to-exceed total amount of three million two thousand two hundred sixty dollars (\$3,002,260.00), with a one-year base period and three (3) one-year option periods. Commissioner Shahid, as a member of the Finance Committee that had reviewed the resolution, moved for its adoption. After a second and his stating that the resolution had been reviewed by the committee and was recommended for approval, the motion was unanimously approved, by roll call.

Resolution No. 12220, attached in Appendix 1, was presented by Kimberly Woods, EVP–HR, to authorize PHA to contract with Vision Benefits of America (VBA) for the employee vision insurance policy. The contract is for a total not-to-exceed amount of one hundred nine thousand three hundred forty eight dollars (\$109,348.00), with a one-year base period and three (3) one-year option periods. The resolution had been reviewed by the Finance Committee and Commissioner Shahid, as a committee member, moved for its adoption. Following a second and Commissioner Shahid noting that there had been committee review and recommendation, the resolution was unanimously approved, by roll call.

Resolution No. 12221, attached in Appendix 1, was presented by Kimberly Woods, EVP–HR, to authorize PHA to contract with MetLife Insurance Company for group life and accidental death and dismemberment and for long term disability insurance policies for executive employees. The total aggregate amount, if all options are exercised, is not to exceed one million one hundred twenty-seven thousand eight hundred sixty-five dollars (\$1,127,865.00), which includes the one-year base period and two (2) one-year option periods. On behalf of the Finance Committee that had reviewed the resolution, Commissioner Shahid

moved for its adoption. After the motion was seconded and his mentioning that it had been reviewed and was recommended for adoption by the committee, the resolution was unanimously approved, by roll call.

Resolution No. 12222, attached in Appendix 1, was presented by Kimberly Woods, EVP–HR, to authorize PHA to contract with Independence Blue Cross for employee health and prescription insurance policies.

The contract period is for a one-year base period at an amount not to exceed twenty-one million eight thousand six hundred one dollars (\$21,008,601.00) for the plan year, beginning August 1, 2022 and ending July 31, 2023. Commissioner Shahid, a member of the Finance Committee that had reviewed the resolution, moved for its adoption. After a second and his noting committee review and recommendation, the motion was unanimously approved, by roll call.

Resolution No. 12223, attached in Appendix 1, was presented by Kimberly Woods, EVP–HR, to authorize PHA to execute a renewal Collective Bargaining Agreement (“CBA”) with the American Federation of State, County, and Municipal Employees (AFSCME), District Council 47, Local 2186 (“Local 2186”), which represents PHA’s maintenance superintendents. The five-year agreement covers the period from April 1, 2022, through March 31, 2027 and provides for general wage increases and certain work rule changes. The resolution had been sent to the Finance Committee for review and Commissioner Shahid, as a committee member, moved for its adoption. The motion was seconded, Commissioner Shahid noted that there had been committee review and recommendation, and it was unanimously approved, by roll call.

Resolution No. 12224, attached in Appendix 1, was presented by Kimberly Woods, EVP–HR, to authorize PHA to execute a renewal Collective Bargaining Agreement (“CBA”) with the American Federation of State, County, and Municipal Employees (AFSCME), District Council 33, Local 934 (“Local 934”), which represents several clerical classifications, HCV housing/building inspectors, and warehouse workers. The five-year agreement covers the period from April 1, 2022, through March 31, 2027 and provides for general wage increases and certain work rule changes. Commissioner Shahid, as a member of the Finance Committee that had reviewed the resolution, moved for its adoption. After a second and Commissioner Shahid noting the review and recommendation process, the motion was unanimously approved, by roll call.

Resolution No. 12225, attached in Appendix 1, was also presented by Kimberly Woods, EVP–HR, to authorize PHA to execute a renewal Collective Bargaining Agreement (“CBA”) with the American Federation of State, County, and Municipal Employees (AFSCME), District Council 47, Local 2187 (“Local 2187”), which represents many of PHA’s professional support staff, call center professionals, and police dispatchers. The agreement covers the period from April 1, 2022, through March 31, 2027 and provides for general wage increases and certain work rule changes. The resolution had been sent to the Finance Committee for review and Commissioner Shahid, as a committee member, moved for its adoption. The motion was seconded, Commissioner Shahid noted that there had been committee review and recommendation, and it was unanimously approved, by roll call.

Three public comments were received his month, relating to enhanced vouchers and what PHA’s responsibility should be regarding residents with vouchers residing at the University City Townhomes in Philadelphia.

Two were voice mails, from Sterling Johnson and Chris Young. The third was an email, attached as Appendix B. All were read or played.

CEO Jeremiah addressed the fact that the statements in the comments regarding PHA’s responsibility for compensating and otherwise addressing the concerns of those being moved out of the apartments were misguided as PHA does not own or operate the building and its only role, undertaken at the request of HUD, was to administer (verify resident qualifications and provide vouchers) the vouchers at the

property. CEO Jeremiah noted that PHA has met with groups at the property, explained to them that it has no contractual responsibility as presumed, and he further reviewed the status of the situation in some detail – emphasizing that PHA has no contractual responsibility but was only to administer the vouchers, which it has done.

Following the Chair noting that the next meeting will be July 21, 2022, the meeting concluded at approximately 3:55 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laurence M. Redican". The signature is fluid and cursive, with a long horizontal stroke at the end.

Laurence M. Redican
General Counsel
Philadelphia Housing Authority

APPENDIX 1

**THE PHILADELPHIA HOUSING AUTHORITY
MEETING OF THE BOARD OF COMMISSIONERS
2013 RIDGE AVE.
PHILADELPHIA, PA 19121
THURSDAY, JUNE 16, 2022, at 3 p.m.
AGENDA**

- A. Call to Order** Lynette Brown-Sow, Chair of the Board of Commissioners
- B. Remarks** Kelvin A. Jeremiah, President & CEO
- C. Approval of Minutes** of the Board Meeting held May 19, 2022, as distributed.
- D. New Business**
 - 1. RESOLUTION AUTHORIZING A CONTRACT AMENDMENT FOR HARRISON PLAZA CONSTRUCTION SERVICES WITH PERRYMAN SHOEMAKER**

Dave Walsh
 - 2. RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ANNUAL MOVING TO WORK REPORT FOR FISCAL YEAR 2022 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 APPROVING AN AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY'S PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

Jennifer Ragen
 - 4. CONTRACT WITH UNITED CONCORDIA DENTAL INSURANCE COMPANY TO PROVIDE EMPLOYEE DENTAL INSURANCE**

Kimberly Woods
 - 5. CONTRACT WITH VISION BENEFITS OF AMERICA TO PROVIDE VISION INSURANCE TO EMPLOYEES**

Kimberly Woods
 - 6. CONTRACT WITH METLIFE LIFE INSURANCE COMPANY TO PROVIDE EMPLOYEE GROUP LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND EXECUTIVE LONG-TERM DISABILITY INSURANCE POLICIES**

Kimberly Woods

7. RESOLUTION AUTHORIZING A CONTRACT WITH INDEPENDENCE BLUE CROSS TO PROVIDE EMPLOYEE HEALTH INSURANCE

Kimberly Woods

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

Kimberly Woods

9. 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

Kimberly Woods

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

Kimberly Woods

E. Public Comment Period

RESOLUTION NO. 12216

**RESOLUTION AUTHORIZING A CONTRACT AMENDMENT FOR HARRISON PLAZA
CONSTRUCTION SERVICES WITH PERRYMAN SHOEMAKER**

WHEREAS, the Philadelphia Housing Authority ("PHA") awarded a competitive contract to Perryman Shoemaker for construction services at Harrison Plaza, following appropriate evaluation and selection procedures and pursuant to Board Resolution No. 12079, approved by the Board on December 19, 2019; and

WHEREAS, the amount of the contract with Perryman Shoemaker was not to exceed thirty-four million eight hundred eighty-one thousand seven hundred twenty-nine dollars (\$34,881,729.00); and

WHEREAS, due to scope of work changes and escalation costs and pursuant to PHA's Controlled Policy and Procedure #10 ("CPP #10"), contract modifications were made, so that the current not-to-exceed amount of the contract is thirty-five million eight hundred eighty-one thousand thirty-seven dollars (\$35,881,037.00); and

WHEREAS, the contract modifications made to date, as shown below, total nine hundred ninety-nine thousand three hundred eight dollars (\$999,308.00):

- seven hundred fifty-seven thousand two hundred fifty-eight dollars (\$757,258.00) by modification number four (4);
- one hundred sixty-two thousand five hundred forty dollars (\$162,540.00) by modification eight (8); and
- seventy-nine thousand five hundred ten dollars (\$79,510.00); and

WHEREAS, CCP #10 requires all contract modifications over one million dollars (\$1,000,000.00) to be approved by the Board of Commissioners; and

WHEREAS, PHA has further need to modify the contract, due to additional scope of work changes, by a not-to-exceed amount of one hundred twenty thousand two hundred twenty-one dollars (\$120,221.00), which would make the total contract modification amount one million one hundred nineteen thousand five hundred twenty-nine dollars (\$1,119,529.00) and the total contract not-to-exceed amount thirty-six million one thousand two hundred fifty-eight dollars (\$36,001,258.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to amend the current contract with Perryman Shoemaker, as set forth above, by a not-to-exceed amount of one hundred twenty thousand two hundred twenty-one dollars (\$120,221.00), making the total contract not-to-exceed amount thirty-six million one thousand two hundred fifty-eight dollars (\$36,001,258.00), subject to the availability of funds therefor.



I hereby certify that this was
APPROVED BY THE BOARD ON 12/16/2022
John M. Kelly
ATTORNEY FOR PHA

RESOLUTION NO. 12217

RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ANNUAL MOVING TO WORK REPORT FOR FISCAL YEAR 2022 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 Program; and 3) maintaining a comparable mix of households (by family size) served as would have been had PHA not participated in the MTW Demonstration Program; 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, 2022 and its Annual Report is due to HUD on or before June 30, 2022; and

WHEREAS, PHA has prepared its Annual MTW Report for Fiscal Year 2022, 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 2022 (period ending March 31, 2022), 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 Program; 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 Program; 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 2/16/2022
Laura M. Redc
ATTORNEY FOR PHA

RESOLUTION NO. 12218

RESOLUTION APPROVING AN AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY'S PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY

WHEREAS, the Philadelphia Housing Authority ("PHA") has adopted the Admissions and Continued Occupancy Policy ("ACOP") applicable to the Public Housing program, as most recently amended in December 2021 with an effective date of January 2022, that provides for PHA to update the ACOP to reflect changes in law or regulations, MTW initiatives, PHA operations, or when needed to ensure staff consistency in operation; and

WHEREAS, PHA has determined that updates and an amendment to the ACOP, as substantially reflected on the Summary Sheet attached to this Resolution, are necessary and appropriate; and

WHEREAS, the proposed changes include areas relating to PHA's occupancy standards (unit size vs. number of people), at both admissions and as it relates to transfers, and changes to the transfer policy itself, in terms of how occupancy standards related transfers are prioritized, with such changes and clarifications designed to support PHA's efforts to serve clients in the most appropriately sized units practicable; and

WHEREAS, PHA provided opportunities for public comment on the proposed amendment, including publishing a notice, posting the changes on PHA's website and soliciting public comments, from May 5 to June 6, 2022, as well as holding a virtual public hearing on the proposed amendment on May 18, 2022, and making a presentation to resident leadership on April 13, 2022;

BE IT RESOLVED, that the PHA Board of Commissioners hereby approves the changes to the ACOP, as substantially reflected on the Summary Sheet attached to this Resolution, and as made available to the Board, to be effective as of July 1, 2022.



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022
Thomas M. Koca
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: ACOP AMENDMENTS

SUMMARY OF ACOP CHANGES

No.	Chapter Name Subject Area	Summary of Change	Proposed Language
1.	7.2 Minimum and Maximum Persons in a Unit	Updated existing language to specify the occupancy standards that PHA will apply at admissions and during continued occupancy	<p>Replaced existing language with the following:</p> <p>PHA will determine the appropriate unit size for a family based on the Occupancy Standards Table shown below. At admission, these standards will be applied in conjunction with the additional factors outlined in 7.3 Determining Family Unit Size at Admission. During continued occupancy, PHA will determine if the family is over or underhoused based on the Occupancy Standards Table only.</p> <p>For example, at admissions, a family of three (3) may be eligible for a two (2) or three (3) bedroom unit based on the Occupancy Standards Table. However, PHA will consider the additional factors outlined in 7.3 Determining Family Unit Size at Admission, including age, gender, and relationships of each member, to determine if the family will be offered a two (2) or three (3) bedroom unit at admission.</p> <p>However, if a family of three (3) resides in a two (2) bedroom unit during their continued occupancy, PHA will not consider the family over or underhoused and require a transfer, unless family changes occurred such that there were less than two (2) household members or more than four (4) household members as per the Occupancy Standards Table.</p>
2.	7.3 Determining Family Unit Size at Admission	Updated existing language to clarify that the narrative standards outlined in this section will only apply at admission and to revise certain provisions	<p>Revised existing and added additional language:</p> <p>The following principles factors govern the size of the unit which a family will qualify be offered at admission. PHA will assign the appropriate bedroom size based on PHA Occupancy Guidelines when necessary to avoid problems that arise when applicant choices indicated on pre-applications and updates are not in keeping with the guidelines.</p> <p>The factors listed below will determine the unit size which PHA will offer to a family when they are admitted; however, these factors will not be considered when determining if a resident family is under or overhoused during their continued occupancy. PHA will use only the Occupancy Standards Table shown in 7.2 Minimum and Maximum Persons in a Unit to determine if a resident family is over or underhoused and must transfer from their current unit.</p> <p>Revised the discussion of how unit offers are determined at admission to clarify that two adult members of the same sex and less than 10 years apart will be required to share a room.</p> <p>Revised existing language to indicate that a family of one that contains only a pregnant HOH will be provided with two bedrooms at admission.</p>
3.	7.5 Exceptions to	Added additional language to	Added the following language:

No.	Chapter Name Subject Area	Summary of Change	Proposed Language
	Occupancy Guidelines	clarify that PHA will only grant exceptions if they would not result in the family being over or underhoused according to the Minimum Standards for Occupancy	PHA will grant exceptions to occupancy guidelines in cases where it is the family's request or PHA determines the exceptions are justified by the relationships, age, sex, health or disability of family members, or other individual circumstances, and whether there is a vacant unit available. When evaluating exception requests, PHA will consider the size and configuration of the unit. PHA will not grant an exception that is in violation of local housing or occupancy codes, regulations or laws. Additionally, PHA will only grant exceptions to these guidelines if they abide by the Occupancy Standards Table outlined in 7.2 Minimum and Maximum Persons in a Unit.
4.	7.14 Unit Offers	Revised language to specify that applications will be withdrawn if the family rejects the unit offer without good cause	Revised the following language: Generally, if a family rejects a unit assignment without good cause, their application for housing assistance will be withdrawn from the waiting list(s). Applicants withdrawn from a waiting list(s) are not allowed to reapply for housing assistance for one (1) year from the date of removal.
5.	15.1 Overview (and throughout Chapter 15)	Revised language to indicate certain policies described in this chapter will apply to PAPMC and AME developments	Revised the following language: Residents who wish to transfer from one site to another (outside of the necessary transfers) within PHA's Public Housing Program, which includes PAPMC and AME developments unless prohibited pursuant to their respective Tenant Selection Plan(s), must apply to be placed on the applicable SBWL assuming the waiting list is open. Additionally, residents must wait until after their initial lease term to submit an application for housing at a PHA PH conventional or scattered site. Policies in this chapter will apply to transfers to and from PAPMC sites. Policies in this chapter do not apply to transfers to and from PAPMC sites with the exception of the policies related to accessible unit transfers.
6.	15.8 Occupancy Standards	Updated policy on standards used to determine if a resident family is over or underhoused and requires a transfer	Revised existing and added the following language: PHA will transfer resident families when the family size has changed and the family is now too large (under-housed) or too small (over-housed) for their unit, based on the Occupancy Standards Table included in Minimum and Maximum Persons in a Unit. Occupancy Standards transfers will be initiated by PHA when applicable household changes result in the family size exceeding the maximum standard or falling below the minimum standard for the given unit size. For example, if a family of two (2) resides in a one (1) bedroom unit and requests an interim recertification because they have added a child to the household, PHA would initiate an occupancy standard transfer, as a two (2) bedroom unit is the smallest allowable unit size for the family of three (3) per the Occupancy Standards Table. However, if a family of two (2) resides in a two (2) bedroom

No.	Chapter Name Subject Area	Summary of Change	Proposed Language
			unit and adds an additional family member, PHA would not initiate an occupancy standard transfer, regardless of the age, relationship or gender of the additional family member, because the family is still within the allowable range of unit sizes for a family of three, which is two (2) or three (3) bedrooms).
7.	15.12 Order of Processing Transfers	Revised order of priority for transfers and re-classified underhoused transfers; expanded policy on transferring a family without regard to their place on the waiting list on a case-by-case basis	<p>Revised existing and added the following language:</p> <p>Transfers will be processed in the following order:</p> <ol style="list-style-type: none"> 1. Emergency Maintenance & Emergency Public Safety 2. Transfers to and from Accessible Units 3. Reasonable Accommodation 4. Underhoused (by one (1) or more bedrooms) 5. MTW Transfers 6. RAD 1 Transfers 7. RAD 2 Transfers 8. Demolition, Disposition, Revitalization, or Rehabilitation 9. RAD 3 Transfers 10. Severely overhoused (by more than two (2) bedrooms) 11. Overhoused (by one (1) or two (2) bedrooms) <p>Over/Under housed transfers are based on availability of the appropriate location, size and features of the available units.</p> <p>With the approval of PHA Management, PHA may, on a case-by-case basis, transfer a resident family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis or to meet PHA's stated strategic management priorities. In the event this occurs, full documentation for the transfer rationale will be provided and placed in the resident's file.</p>

RESOLUTION NO. 12219

**CONTRACT WITH UNITED CONCORDIA DENTAL INSURANCE COMPANY TO PROVIDE
EMPLOYEE DENTAL INSURANCE**

WHEREAS, the Philadelphia Housing Authority currently provides dental insurance to its full-time, regular status employees, and has an obligation to continue to do so, as stated in the Employee Handbook and applicable collective bargaining agreements; and

WHEREAS, the current dental insurance policy expires July 31, 2022; and

WHEREAS, pursuant to Resolution No. 12178, approved by the Board on October 21, 2021, PHA entered into a contract with CBIZ Benefits and Insurance Services, Inc. ("CBIZ") to perform employee benefits consulting and brokerage services, and the contract's Scope of Work includes procurement and solicitation services on behalf of PHA for its employee benefits policies; and

WHEREAS, at PHA's request, CBIZ solicited dental insurance quotations from various insurers with a proven track record and infrastructure adequate to provide the required policy for the plan year beginning August 1, 2022 and ending July 31, 2023; and

WHEREAS, the Request for Proposal was submitted to the known carriers in the geographical region and distributed to those who responded to the invitation through the advertisements; and

WHEREAS, the proposals were reviewed and evaluated by the evaluation committee and the supporting documents were reviewed by CBIZ and PHA's Contracting Officer; and

WHEREAS, based upon the consensus evaluation of the evaluation committee and CBIZ, and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to United Concordia Dental Insurance Company for a not-to-exceed aggregate total, if all options are exercised, of three million two thousand two hundred sixty dollars (\$3,002,260.00), as follows:

- 1) The not-to exceed amount for the one-year base period is seven hundred twenty three thousand dollars (\$723,000.00);
- 2) The not-to exceed amount for the first one (1) one-year option period is seven hundred twenty three thousand dollars (\$723,000.00),
- 3) The not-to exceed amount for the second one (1) one-year option period is seven hundred fifty nine thousand one hundred fifty dollars (\$759,150.00), and
- 4) The not-to exceed amount for the third one (1) one-year option period is seven hundred ninety seven thousand one hundred ten dollars (\$797,110.00);

BE IT RESOLVED, that the President & CEO or authorized designee is hereby authorized to conclude and execute a contract with United Concordia Insurance Company, for a total four-year amount not to exceed three million two thousand two hundred sixty dollars (\$3,002,260.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the option periods shall be exercised.



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022
Anna M. Rosen
ATTORNEY FOR PHA

RESOLUTION NO. 12220

CONTRACT WITH VISION BENEFITS OF AMERICA TO PROVIDE VISION INSURANCE TO PHA EMPLOYEES

WHEREAS, the Philadelphia Housing Authority ("PHA") currently provides vision insurance to its full-time, regular status employees, and has an obligation to continue to do so, as stated in the Employee Handbook and applicable collective bargaining agreements; and

WHEREAS, the current vision insurance policy expires July 31, 2022; and

WHEREAS, pursuant to Resolution No. 12178, approved by the Board on October 21, 2021, PHA entered into a contract with CBIZ Benefits and Insurance Services, Inc. ("CBIZ") to perform employee benefits consulting and brokerage services, and the contract's Scope of Work includes procurement and solicitation services on behalf of PHA for its employee benefits policies; and

WHEREAS, a Request for Proposal was developed by CBIZ for the selection of a vision insurance carrier with a proven track record and infrastructure adequate to provide the required policy for the plan year beginning August 1, 2022 and ending July 31, 2023; and

WHEREAS, the Request for Proposal was submitted to the known carriers in the geographical region and distributed to those who responded to the invitation through the advertisements; and

WHEREAS, the proposals were reviewed and evaluated by the evaluation committee and the supporting documents were reviewed by CBIZ and PHA's Contracting Officer; and

WHEREAS, based upon the consensus evaluation of the evaluation committee and CBIZ, and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Vision Benefits of America for a not-to-exceed aggregate total, if all options are exercised, of one hundred nine thousand three hundred forty-eight dollars (\$109,348.00), as follows:

- 1) The not-to exceed amount for the one-year base period is twenty-seven thousand three hundred thirty-seven dollars (\$27,337.00);
- 2) The not-to exceed amount for the first one (1) one-year option period is twenty-seven thousand three hundred thirty-seven dollars (\$27,337.00);
- 3) The not-to exceed amount for the second one (1) one-year option period is twenty-seven thousand three hundred thirty-seven dollars (\$27,337.00); and
- 4) The not-to exceed amount for the third one (1) one-year option period is twenty-seven thousand three hundred thirty-seven dollars (\$27,337.00);

BE IT RESOLVED, that the President & CEO or authorized designee is hereby authorized to conclude and execute a contract with Vision Benefits of America, for total amount not to exceed one hundred nine thousand three hundred forty eight dollars (\$109,348.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the option periods shall be exercised.



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022
Shana M. Kedia
ATTORNEY FOR PHA

RESOLUTION NO. 12221

CONTRACT WITH METLIFE LIFE INSURANCE COMPANY TO PROVIDE EMPLOYEE GROUP LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND EXECUTIVE LONG-TERM DISABILITY INSURANCE POLICIES

WHEREAS, the Philadelphia Housing Authority ("PHA") currently provides group term life insurance/accidental death and dismemberment insurance ("Life & AD/D") for its full-time, regular status employees, and has an obligation to continue to do so, as stated in the Employee Handbook and applicable collective bargaining agreements; and

WHEREAS, PHA wishes to provide long-term disability insurance ("LTD") to its executive-level employees and the current Life & AD/D policy expires July 31, 2022; and

WHEREAS, pursuant to Resolution No. 12178, approved by the Board on October 21, 2021, PHA entered into a contract with CBIZ Benefits and Insurance Services, Inc. ("CBIZ") to perform employee benefits consulting and brokerage services, and the contract's Scope of Work includes procurement and solicitation services on behalf of PHA for its employee benefits policies; and

WHEREAS, at PHA's request, CBIZ solicited Life & AD/D and LTD insurance quotations from various insurers, to include quotes for voluntary, employee-paid insurance policies: short-term disability and long-term disability insurance, and term life insurance policies; and

WHEREAS, based on a review of recommendations from CBIZ, PHA selected MetLife Insurance Company as providing the most appropriate coverage options for the plan year beginning August 1, 2022 and ending July 31, 2023, with two (2) one-year options; and

WHEREAS, the proposals were reviewed and evaluated by the evaluation committee and the supporting documents were reviewed by CBIZ and PHA's Contracting Officer; and

WHEREAS, based upon the consensus evaluation of the evaluation committee and CBIZ, and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to MetLife Life Insurance Company for a not-to-exceed aggregate total, if both options are exercised, of one million one hundred twenty-seven thousand eight hundred sixty-five dollars (\$1,127,865.00), as follows:

- 1) The not-to-exceed amount for the one-year base period is three hundred seventy-five thousand nine hundred fifty-five dollars (\$375,955.00);
- 2) The not-to exceed amount for the first one (1) one-year option period is three hundred seventy-five thousand nine hundred fifty-five dollars (\$375,955.00); and
- 3) The not-to exceed amount for the second one (1) one-year option period is three hundred seventy-five thousand nine hundred fifty-five dollars (\$375,955.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with MetLife Life Insurance Company, for a total aggregate amount not to exceed one million one hundred twenty-seven thousand eight hundred sixty-five dollars (\$1,127,865.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the option periods shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022

ATTORNEY FOR PHA

RESOLUTION NO. 12222

RESOLUTION AUTHORIZING A CONTRACT WITH INDEPENDENCE BLUE CROSS TO PROVIDE EMPLOYEE HEALTH INSURANCE

WHEREAS, the Philadelphia Housing Authority ("PHA") currently provides health insurance for its full-time, regular status employees, and has an obligation to continue to do so, as stated in the Employee Handbook and applicable collective bargaining agreements; and

WHEREAS, the current health insurance policy expires July 31, 2022; and

WHEREAS, pursuant to Resolution No. 12178, approved by the Board on October 21, 2021, PHA entered into a contract with CBIZ Benefits and Insurance Services, Inc. ("CBIZ") to perform employee benefits consulting and brokerage services, and the contract's Scope of Work includes procurement and solicitation services on behalf of PHA for its employee benefits policies; and

WHEREAS, at PHA's request, CBIZ solicited medical insurance quotations from various insurers; and

WHEREAS, the proposals were reviewed and evaluated by the evaluation committee and the supporting documents were reviewed by CBIZ and PHA's Contracting Officer; and

WHEREAS, based upon the consensus evaluation of the evaluation committee and CBIZ, and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Independence Blue Cross for a not-to-exceed aggregate total of twenty-one million eight thousand six hundred one dollars (\$21,008,601.00) for the plan year, beginning August 1, 2022 and ending July 31, 2023;

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Independence Blue Cross, for a total aggregate amount not to exceed twenty one million eight thousand six hundred one dollars (\$21,008,601.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract.



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022
Liam M. K...
ATTORNEY FOR PHA

RESOLUTION NO. 12223

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

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

WHEREAS, Local 2186 represents approximately sixteen (16) employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 2186 expired on March 31, 2022; and

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

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

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

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



I hereby certify that this was
APPROVED BY THE BOARD ON 10/16/2022
Laura M. Kelly
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: AFSCME DC 47, LOCAL 2186 CBA



PHILADELPHIA HOUSING AUTHORITY

OPENING DOORS TO OPPORTUNITIES

DC47-2186
CONSOLIDATED
MEMORANDUM
2022 - 2027

CONSOLIDATED MEMORANDUM

between

THE PHILADELPHIA HOUSING AUTHORITY

and

DC 47, LOCAL 2186

April 1, 2022 through March 31, 2027

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INTRODUCTION PARAGRAPH

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

PREAMBLE

The intent of this Memorandum is to promote harmonious relations between the EMPLOYER and UNION and to set forth and record concern matters concerning wages, hours, and terms and conditions of employment for all non-professional, first level supervisory, full-time Employees in this "meet and discuss" unit.

The provisions, practices and requirements of the EMPLOYER's Employee Handbook that apply to employees in the classifications in this unit shall continue to apply except as they may be modified herein, in the event of a conflict between the provisions of the Employee Handbook or an established practice and provisions contained herein, the provision of this Memorandum shall apply.

RECOGNITION OF UNION

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

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

DURATION

This Memorandum shall be applicable for a period of time commencing as of April 1, 2022, through March 31, 2027, unless subsequently modified after completion of the appropriate and necessary meetings and discussions.

MANAGEMENT RIGHTS

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

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

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

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

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

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

UNION SECURITY/DUES DEDUCTION

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

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

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

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

Upon receipt of an authorization from the UNION, the EMPLOYER shall, pursuant to such authorization, deduct from the wages due said employee the sum specified in said authorization and remit the same to the UNION. The EMPLOYER will make its best effort to remit said payment electronically within ten (10) business days after such wages and salaries are paid to the employees, and said remittance shall be accompanied by a list of employees for whom the dues are remitted.

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.

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

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

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.

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.

EMPLOYEE RIGHTS

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

Employees covered by this Memorandum shall have the right to examine their personnel file once per calendar year upon written request. This limitation shall be waived when access to such files is required in order to prepare for a grievance case, retirement, inter-department transfer or other such unusual transactions. Prior appointment is required and said examination must be performed in the presence of a designated EMPLOYER witness. The Employee may take written notes but shall not be permitted to add, change or remove any documents. The removing of any documents from the file shall be a disciplinary offense. Employees shall have the right to examine any documents contained in the personnel file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the Employer, dates of changes, retirement information and performance evaluations.

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

The Employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length. Such response shall be made a permanent part of the file.

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

UNION REPRESENTATION

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

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

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

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

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

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

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

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

GRIEVANCE PROCEDURE

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

In processing any grievance, this procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice to either side. Matters involving wages or issues applicable to employees in more than one work unit shall be filed directly at Step II.

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

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

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

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

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

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

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

Effect of Settlement

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

Authority of Arbitrator

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

Effect of Decision

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

Retroactivity of Awards

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

Expenses

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

NON-DISCRIMINATION

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

PROBATIONARY PERIOD

Employees who are newly appointed or promoted shall serve a probation period of six (6) months while the probation period for employees reinstated from resignation or retirement shall be three (3) months. Obtaining status in the class for which the probation is being served is contingent upon successful completion of probation.

Should the EMPLOYER determine that an Employee's performance, conduct and/or work habits are not satisfactory, the EMPLOYER, at its sole discretion, can determine that the Employee be discharged in the case of newly appointed or reinstated Employee, or, restored to his/her former position in the case of a newly promoted Employee.

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

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

Illness

Military Leave

Approved Leave Without Pay

Any combination of the above that exceeds the prescribed time limit

PERFORMANCE EVALUATION

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

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

No unsatisfactory performance evaluation report issued more than 12 months earlier shall be used or relied upon as a basis to deny a step increase.

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

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

DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

HOURS OF WORK

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

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

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

OVERTIME

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

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

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

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

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

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

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

WAGES

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

(a) Effective April 1, 2022, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

Effective April 1, 2023, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

Effective April 1, 2024, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

Effective April 1, 2025, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

Effective April 1, 2026, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

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

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

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

EMERGENCY RESPONSE CALL TIME

Any employee who is requested to work outside of their normally scheduled shift but does not physically report for work, including working remotely via telephone, shall be paid straight-time for their hours worked. Employees shall record this time in 15-minute increments, rounded up, and submit the appropriate paperwork in order to be compensated.

WORKING OUT OF CLASS

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

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

When an Employee is promoted from a position in one class to a position in another class having a higher pay range, the Employee will be paid at the pay step in the higher range which will provide for an increase in an amount not less than would be provided by an upward adjustment of one pay step in the lower pay range, or if none would so provide, at the highest pay step in the higher range. An Employee shall not receive a salary increase in an amount equivalent to an upward adjustment of two steps or more in the Employee's former pay range unless such an increase is required in order to appoint the Employee in the pay range for the higher classification and in which case the Employee shall be appointed at the first step.

MEDICAL INSURANCE

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

Independence Blue Cross Personal Choice (PPO 10 Plan)

Keystone Health Plan East (HMO 5 Plan)

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

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.

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.

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.

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

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

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

LIFE INSURANCE

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

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.

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

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

PENSION AND RETIREMENT

The Pension Plan applicable to the unit covered by this Memorandum is described in full in the Plan document on file in the Human Resources Department. The Pension Plan shall remain in effect during the term of this Memorandum except as may be modified by the EMPLOYER after discussion with the UNION.

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

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

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

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

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

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

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

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

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

DEFERRED COMPENSATION PROGRAM

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

AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE

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.

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.

LEGAL SERVICES FUND

Effective April 1, 2022, the Employer contribution to the UNION Group Legal Services Fund shall be \$10.00 per month for all full-time Employees within the Bargaining Unit. Said contributions shall be payable for all eligible Employees employed during the first pay period of the month.

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

It is understood that said Fund shall:

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.

Operate in an economically sound manner.

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

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

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.

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

LAYOFF

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

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.

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

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

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

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

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.

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

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.

Appointments to positions in classifications affected by layoff shall be made from recall lists before any other type of appointment is made and the recall lists shall remain in effect for a period of one (1) year from the effective date of the layoff or until they are exhausted. Recall lists shall be established in the inverse order as the layoff list, except that employees with unsatisfactory performance shall be excluded from the list and shall have no right to recall.

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

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

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

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.

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.

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.

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

VACATION LEAVE

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

Years of Completed Service	Days Accrued Per Month	Accumulated Accrual
5 full years of service or less	5/6 day	10 days
More than 5 but less than 10 full years of service	1¼ day	15 days
More than 10 but less than 20 full years of service	12/3 day	20 days
More than 20 full years of service	2 1/12 days	25 days

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

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

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

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

HOLIDAYS

EMPLOYEES shall be entitled to the number of paid holidays equal to the number of paid holidays currently set forth in the PHA Employee Handbook and the 2019-2022 Collective Bargaining Agreement, which is eleven (11). EMPLOYEES shall be entitled to the specific holidays set forth in the PHA Employee Handbook, which may change at the EMPLOYER'S discretion, but may not decrease below eleven (11). EMPLOYER may not unilaterally convert holidays under this paragraph to floating holidays.

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

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

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

PERSONAL LEAVE

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

SICK LEAVE

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

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

30 years of service with the EMPLOYER, regardless of age; or,

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

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

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

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.

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." If the PHA Employee Handbook provides a greater Family Sick Leave benefit than what is provided for in this paragraph, members will be given the use of that greater benefit. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

BEREAVEMENT LEAVE

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

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

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.

COURT APPEARANCES

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

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

MEDICAL LEAVE OF ABSENCE

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

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

WORKER'S COMPENSATION/INJURY ON DUTY (IOD)

Worker's Compensation and IOD leave shall be governed by the EMPLOYER's Job Related Injuries Policy set forth in the Employee Handbook, but within the limitations of Article 37 Use of Leave. Employees are responsible for reporting injuries sustained on the job to their supervisor within 48 hours of the time the employee knew or should have known of the injury.

Failure to report a job-related injury in accordance with the State Worker's Compensation Act may result in delayed or non-payment of benefits.

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

PERSONAL LEAVE WITHOUT COMPENSATION

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

LEAVE OF ABSENCE FOR UNION REPRESENTATIVES

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

USE OF LEAVE

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

PROMOTIONS

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

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

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

JOINT LABOR MANAGEMENT COMMITTEE

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

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

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

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

TUITION REIMBURSEMENT

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

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

The employee obtains the prior approval of the EMPLOYER;

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

The employee passes the course.

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

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

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

If the PHA Employee Handbook provides for tuition reimbursement of an amount greater than \$2,000, members will be given the use of that higher amount, subject to the requirements of this Article. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

SAFETY

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

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

FUNDING

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

DIRECT DEPOSIT

All employees shall receive their paychecks by direct deposit.

SAVINGS CLAUSE

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

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

ENTIRE MEMORANDUM

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

ACKNOWLEDGEMENT

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

FOR LOCAL 2186, DISTRICT COUNCIL
47, AFSCME, AFL-CIO

FOR THE PHILADELPHIA HOUSING
AUTHORITY

Dated: _____

Dated: _____

EXHIBIT A

Job Title	Step	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2026 - March 31, 2026		April 1, 2028 - March 31, 2027	
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
Bldg. Main. Superintendent I	1	\$33.26	\$69,170.85	\$33.92	\$70,554.27	\$34.60	\$71,965.35	\$35.29	\$73,404.66	\$36.00	\$74,872.75
Bldg. Main. Superintendent I	2	\$34.74	\$72,258.80	\$35.43	\$73,703.98	\$36.14	\$75,178.05	\$36.87	\$76,681.62	\$37.60	\$78,215.25
Bldg. Main. Superintendent I	3	\$36.22	\$75,347.05	\$36.95	\$76,853.99	\$37.69	\$78,391.07	\$38.44	\$79,958.90	\$39.21	\$81,558.07
Bldg. Main. Superintendent I	4	\$37.70	\$78,425.97	\$38.46	\$79,994.49	\$39.23	\$81,594.38	\$40.01	\$83,226.27	\$40.81	\$84,890.80
Bldg. Main. Superintendent II	1	\$36.28	\$75,471.09	\$37.01	\$76,980.51	\$37.75	\$78,520.12	\$38.51	\$80,090.52	\$39.28	\$81,692.33
Bldg. Main. Superintendent II	2	\$37.69	\$78,397.97	\$38.45	\$79,965.92	\$39.21	\$81,565.24	\$40.00	\$83,196.55	\$40.80	\$84,860.48
Bldg. Main. Superintendent II	3	\$39.10	\$81,327.24	\$39.88	\$82,953.79	\$40.68	\$84,612.86	\$41.49	\$86,305.12	\$42.32	\$88,031.22
Bldg. Main. Superintendent II	4	\$40.51	\$84,258.22	\$41.32	\$85,943.39	\$42.15	\$87,662.25	\$42.99	\$89,415.50	\$43.85	\$91,203.81
Bldg. Main. Superintendent III	1	\$39.13	\$81,380.54	\$39.91	\$83,008.15	\$40.71	\$84,668.31	\$41.52	\$86,361.68	\$42.35	\$88,088.91
Bldg. Main. Superintendent III	2	\$40.78	\$84,820.15	\$41.59	\$86,516.55	\$42.43	\$88,246.88	\$43.27	\$90,011.82	\$44.14	\$91,812.06
Bldg. Main. Superintendent III	3	\$42.43	\$88,253.15	\$43.28	\$90,018.22	\$44.14	\$91,818.58	\$45.03	\$93,654.95	\$45.93	\$95,528.05
Bldg. Main. Superintendent III	4	\$44.08	\$91,690.06	\$44.96	\$93,523.87	\$45.86	\$95,394.34	\$46.78	\$97,302.23	\$47.72	\$99,248.27
Supt Emerg & Non- routine Maint	1	\$39.13	\$81,380.54	\$39.91	\$83,008.15	\$40.71	\$84,668.31	\$41.52	\$86,361.68	\$42.35	\$88,088.91
Supt Emerg & Non- routine Maint	2	\$40.78	\$84,820.15	\$41.59	\$86,516.55	\$42.43	\$88,246.88	\$43.27	\$90,011.82	\$44.14	\$91,812.06
Supt Emerg & Non- routine Maint	3	\$42.43	\$88,253.15	\$43.28	\$90,018.22	\$44.14	\$91,818.58	\$45.03	\$93,654.95	\$45.93	\$95,528.05
Supt Emerg & Non- routine Maint	4	\$44.08	\$91,690.06	\$44.96	\$93,523.87	\$45.86	\$95,394.34	\$46.78	\$97,302.23	\$47.72	\$99,248.27

RESOLUTION NO. 12224

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 sixty (60) employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 934 expired on March 31, 2022; 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.



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022
[Signature]
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: AFSCME DC 33, LOCAL 934

DC33
CONSOLIDATED AGREEMENT
2022 – 2027

v. May 23, 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, 2022

to

March 31, 2027

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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 five (5) years beginning April 1, 2022 and expiring March 31, 2027.

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. Effective April 1, 2023, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%), but not less than the equivalent of \$0.85 for the employee's standard annual base hours.

3. Effective April 1, 2024, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%), but not less than the equivalent of \$0.85 for the employee's standard annual base hours, plus a \$200.00 lump sum bonus.

4. Effective April 1, 2025, each bargaining unit member employed by the EMPLOYER on that date 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 \$0.85 for the employee's standard annual base hours.

5. Effective April 1, 2026, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%), 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

five hundred dollars (\$500.00) 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. EMPLOYEES shall be entitled to the number of paid holidays equal to the number of paid holidays currently set forth in the PHA Employee Handbook and the 2019-2022 Collective Bargaining Agreement, which is eleven (11). EMPLOYEES shall be entitled to the specific holidays set forth in the PHA Employee Handbook, which may change at the EMPLOYER'S discretion, but may not decrease below eleven (11).

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.

E. Vacation time will be front loaded as of January 1 of each calendar year based upon the employee's eligibility, as per the employee's years of service on December 31 of the same year.

F. Vacation time, though front loaded, is accrued (earned) each month, on the 15th of the month in the amount equal to 1/12 of the hours to which the employee will be eligible for the calendar year.

G. Employees are permitted to request vacation time that has not yet been earned, to a maximum of 100% of the accrual for the calendar year as of December 31.

H. An employee who separates from the Employer after taking vacation leave that has not yet been earned, agrees to a deduction from the employee's final paycheck for the dollar value of the vacation hours that were taken prior to separation, but not yet earned.

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 return 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.

E. When the President and CEO determines, or the EMPLOYER is directed by federal, state, or local law or order, to cease its regular business operations for a health and safety emergency, for a period of longer than 10 business days, subparagraph (D) will no longer apply and EMPLOYEES will be paid their regular rate of pay.

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

Page 1 of 2

Job Title	Step	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027	
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
C/S Clerk Typist II	1	\$24.47	\$44,544.00	\$25.32	\$46,091.00	\$26.17	\$47,638.00	\$26.17	\$47,638.00	\$27.02	\$49,185.00
C/S Clerk Typist II	2	\$25.94	\$47,204.17	\$26.79	\$48,751.17	\$27.64	\$50,298.17	\$27.64	\$50,298.17	\$28.49	\$51,845.17
C/S Clerk Typist II	3	\$26.64	\$48,488.98	\$27.49	\$50,035.98	\$28.34	\$51,582.98	\$28.34	\$51,582.98	\$29.19	\$53,129.98
C/S Clerk Typist II	4	\$27.41	\$49,893.63	\$28.26	\$51,440.63	\$29.11	\$52,987.63	\$29.11	\$52,987.63	\$29.96	\$54,534.63
C/S Clerk Typist II	5	\$28.20	\$51,318.77	\$29.05	\$52,865.77	\$29.90	\$54,412.77	\$29.90	\$54,412.77	\$30.75	\$55,959.77
C/S Clerk Typist II	6	\$28.52	\$51,912.13	\$29.37	\$53,459.13	\$30.22	\$55,006.13	\$30.22	\$55,006.13	\$31.07	\$56,553.13
Clerk I	1	\$22.07	\$40,170.86	\$22.92	\$41,717.86	\$23.77	\$43,264.86	\$23.77	\$43,264.86	\$24.62	\$44,811.86
Clerk I	2	\$23.53	\$42,831.19	\$24.38	\$44,378.19	\$25.23	\$45,925.19	\$25.23	\$45,925.19	\$26.08	\$47,472.19
Clerk I	3	\$24.09	\$43,846.83	\$24.94	\$45,393.83	\$25.79	\$46,940.83	\$25.79	\$46,940.83	\$26.64	\$48,487.83
Clerk I	4	\$24.65	\$44,868.52	\$25.50	\$46,415.52	\$26.35	\$47,962.52	\$26.35	\$47,962.52	\$27.20	\$49,509.52
Clerk I	5	\$25.22	\$45,899.05	\$26.07	\$47,446.05	\$26.92	\$48,993.05	\$26.92	\$48,993.05	\$27.77	\$50,540.05
Clerk I	6	\$25.54	\$46,488.00	\$26.39	\$48,035.00	\$27.24	\$49,582.00	\$27.24	\$49,582.00	\$28.09	\$51,129.00
Clerk II	1	\$23.71	\$43,152.59	\$24.56	\$44,699.59	\$25.41	\$46,246.59	\$25.41	\$46,246.59	\$26.26	\$47,793.59
Clerk II	2	\$25.17	\$45,812.76	\$26.02	\$47,359.76	\$26.87	\$48,906.76	\$26.87	\$48,906.76	\$27.72	\$50,453.76
Clerk II	3	\$25.83	\$47,017.18	\$26.68	\$48,564.18	\$27.53	\$50,111.18	\$27.53	\$50,111.18	\$28.38	\$51,658.18
Clerk II	4	\$26.50	\$48,221.44	\$27.35	\$49,768.44	\$28.20	\$51,315.44	\$28.20	\$51,315.44	\$29.05	\$52,862.44
Clerk II	5	\$27.21	\$49,528.19	\$28.06	\$51,075.19	\$28.91	\$52,622.19	\$28.91	\$52,622.19	\$29.76	\$54,169.19
Clerk II	6	\$27.54	\$50,117.30	\$28.39	\$51,664.30	\$29.24	\$53,211.30	\$29.24	\$53,211.30	\$30.09	\$54,758.30
Clerk Messenger	1	\$21.44	\$39,013.27	\$22.29	\$40,560.27	\$23.14	\$42,107.27	\$23.14	\$42,107.27	\$23.99	\$43,654.27
Clerk Messenger	2	\$22.90	\$41,673.59	\$23.75	\$43,220.59	\$24.60	\$44,767.59	\$24.60	\$44,767.59	\$25.45	\$46,314.59
Clerk Messenger	3	\$23.42	\$42,630.78	\$24.27	\$44,177.78	\$25.12	\$45,724.78	\$25.12	\$45,724.78	\$25.97	\$47,271.78
Clerk Messenger	4	\$23.96	\$43,598.44	\$24.81	\$45,145.44	\$25.66	\$46,692.44	\$25.66	\$46,692.44	\$26.51	\$48,239.44
Clerk Messenger	5	\$24.48	\$44,546.95	\$25.33	\$46,093.95	\$26.18	\$47,640.95	\$26.18	\$47,640.95	\$27.03	\$49,187.95
Clerk Messenger	6	\$24.80	\$45,138.84	\$25.65	\$46,685.84	\$26.50	\$48,232.84	\$26.50	\$48,232.84	\$27.35	\$49,779.84
Clerk Typist II	1	\$23.71	\$43,152.59	\$24.56	\$44,699.59	\$25.41	\$46,246.59	\$25.41	\$46,246.59	\$26.26	\$47,793.59
Clerk Typist II	2	\$25.17	\$45,812.76	\$26.02	\$47,359.76	\$26.87	\$48,906.76	\$26.87	\$48,906.76	\$27.72	\$50,453.76
Clerk Typist II	3	\$25.83	\$47,017.18	\$26.68	\$48,564.18	\$27.53	\$50,111.18	\$27.53	\$50,111.18	\$28.38	\$51,658.18
Clerk Typist II	4	\$26.50	\$48,221.44	\$27.35	\$49,768.44	\$28.20	\$51,315.44	\$28.20	\$51,315.44	\$29.05	\$52,862.44
Clerk Typist II	5	\$27.21	\$49,528.19	\$28.06	\$51,075.19	\$28.91	\$52,622.19	\$28.91	\$52,622.19	\$29.76	\$54,169.19
Clerk Typist II	6	\$27.54	\$50,117.30	\$28.39	\$51,664.30	\$29.24	\$53,211.30	\$29.24	\$53,211.30	\$30.09	\$54,758.30
Fixed Assets Specialist	1	\$26.36	\$54,838.09	\$27.21	\$56,606.09	\$28.06	\$58,374.09	\$28.06	\$58,374.09	\$28.91	\$60,142.09
Fixed Assets Specialist	2	\$27.83	\$57,878.28	\$28.68	\$59,646.28	\$29.53	\$61,414.28	\$29.53	\$61,414.28	\$30.38	\$63,182.28
Fixed Assets Specialist	3	\$28.68	\$59,645.29	\$29.53	\$61,413.29	\$30.38	\$63,181.29	\$30.38	\$63,181.29	\$31.23	\$64,949.29
Fixed Assets Specialist	4	\$29.54	\$61,439.86	\$30.39	\$63,207.86	\$31.24	\$64,975.86	\$31.24	\$64,975.86	\$32.09	\$66,743.86
Fixed Assets Specialist	5	\$30.43	\$63,286.87	\$31.28	\$65,054.87	\$32.13	\$66,822.87	\$32.13	\$66,822.87	\$32.98	\$68,590.87
Fixed Assets Specialist	6	\$30.74	\$63,936.34	\$31.59	\$65,704.34	\$32.44	\$67,472.34	\$32.44	\$67,472.34	\$33.29	\$69,240.34

PHILADELPHIA HOUSING AUTHORITY
Wage Schedule - AFSCME District Council 33, Local 934
Page 2 of 2

Job Title	Step	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027	
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
Housing/Bldg Inspector I	1	\$28.46	\$51,801.12	\$29.31	\$53,348.12	\$30.16	\$54,895.12	\$30.16	\$54,895.12	\$31.01	\$56,442.12
Housing/Bldg Inspector I	2	\$29.95	\$54,501.55	\$30.80	\$56,048.55	\$31.65	\$57,595.55	\$31.65	\$57,595.55	\$32.50	\$59,142.55
Housing/Bldg Inspector I	3	\$31.13	\$56,656.95	\$31.98	\$58,203.95	\$32.83	\$59,750.95	\$32.83	\$59,750.95	\$33.68	\$61,297.95
Housing/Bldg Inspector I	4	\$32.32	\$58,818.72	\$33.17	\$60,365.72	\$34.02	\$61,912.72	\$34.02	\$61,912.72	\$34.87	\$63,459.72
Housing/Bldg Inspector I	5	\$33.51	\$60,984.80	\$34.36	\$62,531.80	\$35.21	\$64,078.80	\$35.21	\$64,078.80	\$36.06	\$65,625.80
Housing/Bldg Inspector I	6	\$33.85	\$61,614.47	\$34.70	\$63,161.47	\$35.55	\$64,708.47	\$35.55	\$64,708.47	\$36.40	\$66,255.47
Housing/Bldg Inspector II	1	\$29.67	\$53,994.24	\$30.52	\$55,541.24	\$31.37	\$57,088.24	\$31.37	\$57,088.24	\$32.22	\$58,635.24
Housing/Bldg Inspector II	2	\$31.21	\$56,795.06	\$32.06	\$58,342.06	\$32.91	\$59,889.06	\$32.91	\$59,889.06	\$33.76	\$61,436.06
Housing/Bldg Inspector II	3	\$32.38	\$58,931.79	\$33.23	\$60,478.79	\$34.08	\$62,025.79	\$34.08	\$62,025.79	\$34.93	\$63,572.79
Housing/Bldg Inspector II	4	\$33.56	\$61,071.65	\$34.41	\$62,618.65	\$35.26	\$64,165.65	\$35.26	\$64,165.65	\$36.11	\$65,712.65
Housing/Bldg Inspector II	5	\$34.73	\$63,202.30	\$35.58	\$64,749.30	\$36.43	\$66,296.30	\$36.43	\$66,296.30	\$37.28	\$67,843.30
Housing/Bldg Inspector II	6	\$35.07	\$63,833.56	\$35.92	\$65,380.56	\$36.77	\$66,927.56	\$36.77	\$66,927.56	\$37.62	\$68,474.56
Re-examination Clerk	1	\$25.17	\$45,804.09	\$26.02	\$47,351.09	\$26.87	\$48,898.09	\$26.87	\$48,898.09	\$27.72	\$50,445.09
Re-examination Clerk	2	\$26.63	\$48,464.24	\$27.48	\$50,011.24	\$28.33	\$51,558.24	\$28.33	\$51,558.24	\$29.18	\$53,105.24
Re-examination Clerk	3	\$27.45	\$49,960.77	\$28.30	\$51,507.77	\$29.15	\$53,054.77	\$29.15	\$53,054.77	\$30.00	\$54,601.77
Re-examination Clerk	4	\$28.28	\$51,467.76	\$29.13	\$53,014.76	\$29.98	\$54,561.76	\$29.98	\$54,561.76	\$30.83	\$56,108.76
Re-examination Clerk	5	\$29.10	\$52,970.34	\$29.95	\$54,517.34	\$30.80	\$56,064.34	\$30.80	\$56,064.34	\$31.65	\$57,611.34
Re-examination Clerk	6	\$29.44	\$53,577.20	\$30.29	\$55,124.20	\$31.14	\$56,671.20	\$31.14	\$56,671.20	\$31.99	\$58,218.20
Service Representative	1	\$25.17	\$45,804.09	\$26.02	\$47,351.09	\$26.87	\$48,898.09	\$26.87	\$48,898.09	\$27.72	\$50,445.09
Service Representative	2	\$26.63	\$48,464.24	\$27.48	\$50,011.24	\$28.33	\$51,558.24	\$28.33	\$51,558.24	\$29.18	\$53,105.24
Service Representative	3	\$27.45	\$49,960.77	\$28.30	\$51,507.77	\$29.15	\$53,054.77	\$29.15	\$53,054.77	\$30.00	\$54,601.77
Service Representative	4	\$28.28	\$51,467.76	\$29.13	\$53,014.76	\$29.98	\$54,561.76	\$29.98	\$54,561.76	\$30.83	\$56,108.76
Service Representative	5	\$29.10	\$52,970.34	\$29.95	\$54,517.34	\$30.80	\$56,064.34	\$30.80	\$56,064.34	\$31.65	\$57,611.34
Service Representative	6	\$29.44	\$53,577.20	\$30.29	\$55,124.20	\$31.14	\$56,671.20	\$31.14	\$56,671.20	\$31.99	\$58,218.20
Warehouse Worker	1	\$26.36	\$54,838.09	\$27.21	\$56,606.09	\$28.06	\$58,374.09	\$28.06	\$58,374.09	\$28.91	\$60,142.09
Warehouse Worker	2	\$27.83	\$57,878.28	\$28.68	\$59,646.28	\$29.53	\$61,414.28	\$29.53	\$61,414.28	\$30.38	\$63,182.28
Warehouse Worker	3	\$28.68	\$59,645.29	\$29.53	\$61,413.29	\$30.38	\$63,181.29	\$30.38	\$63,181.29	\$31.23	\$64,949.29
Warehouse Worker	4	\$29.54	\$61,439.86	\$30.39	\$63,207.86	\$31.24	\$64,975.86	\$31.24	\$64,975.86	\$32.09	\$66,743.86
Warehouse Worker	5	\$30.43	\$63,286.87	\$31.28	\$65,054.87	\$32.13	\$66,822.87	\$32.13	\$66,822.87	\$32.98	\$68,590.87
Warehouse Worker	6	\$30.74	\$63,936.34	\$31.59	\$65,704.34	\$32.44	\$67,472.34	\$32.44	\$67,472.34	\$33.29	\$69,240.34

RESOLUTION NO. 12225

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

WHEREAS, the American Federation of State, County, and Municipal Employees (AFSCME), District Council 47, Local 2187 ("Local 2187") is the certified labor relations representative for Philadelphia Housing Authority ("PHA") maintenance superintendents; and

WHEREAS, Local 2187 represents approximately forty-seven (47) employees; and

WHEREAS, the prior collective bargaining agreement between PHA and Local 2187 expired on March 31, 2022; and

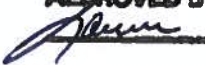
WHEREAS, PHA and Local 2187 participated in good faith during extensive negotiations toward reaching a renewal agreement; and

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

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

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



I hereby certify that this was
APPROVED BY THE BOARD ON 6/16/2022

ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: AFSCME DC 47, LOCAL 2187 CBA



PHILADELPHIA HOUSING AUTHORITY
OPENING DOORS TO OPPORTUNITIES

DISTRICT COUNCIL 47,

LOCAL 2187

(“DC47-2187”)

CONSOLIDATED

AGREEMENT

2022 – 2027

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ARTICLE 1 - INTRODUCTORY PARAGRAPH

It is hereby agreed by and between District Council 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO (hereinafter referred to as the "UNION") and the Philadelphia Housing Authority (hereinafter referred to as the "EMPLOYER") that the following shall be the Agreement effective April 1, 2022, through March 31, 2027.

ARTICLE 2 - PREAMBLE

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

ARTICLE 3 - RECOGNITION OF UNION

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

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

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

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

Housing Rehab Specialist II
Housing Rehab Specialist III
PT CHSP Homemaker
PT Congregate Aide I
PT Nutrition Aide 1 - Sr. Prg.
Purchasing Specialist I
Purchasing Specialist II

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

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

ARTICLE 4 - TERM OF AGREEMENT

This agreement shall be effective for a period of three (3) years commencing April 1, 2022, and it shall remain in full force and effect until March 31, 2027.

ARTICLE 5 - MANAGEMENT RIGHTS

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

Except where expressly abridged by a specific provision of this Agreement, the EMPLOYER retains the sole and exclusive right to: hire, promote, transfer, demote for non-disciplinary reasons, assign and otherwise direct the work force; to evaluate employee job performance; to discipline, demote for disciplinary reasons, suspend or discharge for just cause; to determine the number and arrangement of workshifts and the number of employees to be assigned to each; to determine the starting and stopping time for each shift and each employee and when breaks may be taken based upon operational needs of the EMPLOYER; to determine the amount of compulsory overtime to be worked; the right to establish new job classifications and departments; the right to establish and to modify rates of pay assigned to existing or newly created job classifications; the right to determine the way in which the EMPLOYER's services shall be provided to its customers and the public; the right to determine the method of training employees; the right to organize, discontinue, enlarge or reduce a department, facility or function; the right to assign employees to other departments as operations may require; the right

to layoff; the right to introduce new or improved facilities; the right to introduce a change in the method or methods of operations which will produce a change in job duties and reduction in personnel; the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the EMPLOYER.

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

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

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

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

ARTICLE 6 - UNION SECURITY/DUES DEDUCTION

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

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

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

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

E. Upon receipt of an authorization from the UNION, the EMPLOYER shall, pursuant to such authorization, deduct from the wages due said employee the sum specified in said authorization and remit the same to the UNION. The EMPLOYER will make its best effort to remit said payment electronically within ten (10) business days after such wages and salaries are paid to the employees, and said remittance shall be accompanied by a list of employees for whom the dues are remitted.

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

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

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

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

ARTICLE 7 - EMPLOYEE RIGHTS

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

B. Employees in classes represented by the UNION shall have the right to examine their personnel file once per calendar year upon written request. This limitation shall be waived when access to such files is required in order to prepare for a grievance case, retirement, inter-department transfer or other such unusual transactions. Prior appointment is required and said examination must be performed in the presence of a designated EMPLOYER witness. The Employee may take written notes but shall not be permitted to add, change or remove any documents. The removing of any documents from the file shall be a disciplinary offense. Employees shall have the right to examine any documents contained in the personnel file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the Employer, dates of changes, retirement information and performance evaluations.

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

The Employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length. Such response shall be made a permanent part of the file.

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

ARTICLE 8 - UNION REPRESENTATION

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

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

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

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

ARTICLE 9 - GRIEVANCE PROCEDURE

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

In processing any grievance, this procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice to either side. Matters involving wages or issues applicable to Employees in more than one unit shall be filed directly at Step II.

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

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

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

STEP II If the grievance is not satisfactorily resolved informally within five (5) working days after its presentation as described in Step I, it may be submitted in writing by a Steward or an appropriate UNION Representative to a second-level supervisor or Department Director for resolution. The written grievance shall be submitted within five (5) working days of the Step I answer or its due date and, it shall contain the specifics of the grievance including the allegation, the section of the Agreement allegedly violated, and, the remedy sought. Should the grievance result from notification of termination, the Employee affected and/or the UNION, shall initiate the grievance at the Step II level. A meeting shall be held between the appropriate management representative or designee and the appropriate UNION Representative including the grievant to attempt to resolve the grievance. The

second-level supervisor or Department Director shall provide a written reply within five (5) working days after the meeting or discussion held to resolve the grievance. In the event of a failure to reply to the satisfaction of the UNION, the grievance shall be referred to Step III.

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

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

Effect of Settlement

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

Authority of Arbitrator

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

Effect of Decision

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

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented in its presentation at Step II of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the EMPLOYER and the UNION or ordered by an arbitrator, as the case

may be, less any Unemployment Compensation, Workers Compensation, or compensation from other full-time employment substituted for employment under this Agreement.

Expenses

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

ARTICLE 10 - NON-DISCRIMINATION

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

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

ARTICLE 11 - PROBATIONARY PERIOD

A. Employees who are newly appointed, promoted, or reinstated from resignation or retirement shall serve a probation period of three (3) months. The parties agree that obtaining status in the class for which the probation is being served is contingent upon successful completion of probation.

B. Should the EMPLOYER determine that an Employees performance, conduct and/or work habits are not satisfactory, the EMPLOYER, at its sole discretion, can determine that the Employee be discharged in the case of newly appointed or reinstated Employees or restored to his/her former position in the case of newly promoted Employees.

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

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

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

ARTICLE 12 - PERFORMANCE EVALUATION

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

B. No unsatisfactory performance evaluation report issued more than twelve (12) months earlier shall be used or relied upon as a basis to deny a step increase.

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

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

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

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

ARTICLE 14 - HOURS OF WORK

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

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

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

ARTICLE 15 - OVERTIME

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

A. Any time worked after completion of a 7-hour day shall be paid for at the rate of time and one-half of base pay.

B. Any time worked on the 6th or 7th consecutive day of an employees work week shall be paid for at the rate of time and one-half of base pay.

C. An employee who completes seven hours of work and is called back to work after leaving the EMPLOYER will be guaranteed a minimum of four hours pay at time and one half except that if the hours worked, are immediately prior to and abut to the employees next scheduled work day, the employee shall be paid time and one half for the time actually worked.

D. When the President & CEO declares that the entire EMPLOYER shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular days pay that employees receive though not reporting to work due to the emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation. Essential personnel who are required to work shall be compensated for the completion of their shift at time and ½ of their hourly rate for all hours worked during an emergency called by the President & CEO.

E. Employees may elect overtime compensatory time in lieu of cash payment and such overtime compensatory time shall be credited to the Employee at the same premium rates as specified above. Such election must be made by the Employee at the time the assignment is made and it may not be changed thereafter.

F. The overtime premium rates set forth above apply to the base pay only and shall not be applied to any other wage payment or differential.

ARTICLE 16 - WAGES

A. Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

- a) Effective April 1, 2022, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- b) Effective April 1, 2023, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).

- c) Effective April 1, 2024, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- d) Effective April 1, 2025, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- e) Effective April 1, 2026, the base rate for all classifications covered by this Agreement shall be increased by two percent (2%).
- f) Effective April 1, 2022, Command Center Technicians will receive a one-time increase to the base hourly pay rate of \$0.15.

g)

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

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

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

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

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

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

ARTICLE 17 - WORKING OUT OF CLASS

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

B. When an employee is assigned to work in a higher classification for other than training purposes, said employee shall be paid after the first four (4) hours of such work in any work day at the appropriate rate for the higher class for all hours actually worked in the higher class. Assignment to a higher classification must be authorized in writing by a Department Director or equivalent and must involve the performance of all or substantial portion of the essential duties of the higher class. The performance of minimal, incidental or minor tasks shall not constitute such an assignment.

ARTICLE 18 - MEDICAL INSURANCE

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

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

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

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

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

E. In addition to the health plans described above, dental and optical coverage shall also be provided to bargaining unit employees and their eligible spouses and dependents (as defined in Paragraph A. EMPLOYER will pay 90% of the premium for dental and optical

coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

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

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

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

ARTICLE 19 - LIFE INSURANCE

A. The EMPLOYER shall provide life insurance coverage to regular full-time employees in an amount equal to 1.5 times the employee's salary or twenty thousand (\$20,000.00) dollars, whichever is greater. The EMPLOYER will pay 90% of the premium for the coverage, and employees will pay the balance of the premium, with this premium sharing subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER.

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

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

ARTICLE 20 - PENSION AND RETIREMENT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 - DEFERRED COMPENSATION PROGRAM

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

ARTICLE 22 - AUTOMOBILE REIMBURSEMENT AND LIABILITY COVERAGE

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the EMPLOYER, shall receive an allowance equal to the current IRS rate for each mile of such travel provided that the employee uses the most efficient route(s)

of travel in the performance of that duty. This shall not include reimbursement for travel to or from the employee's home and work unit location.

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

ARTICLE 23 - LEGAL SERVICES FUND

A. Effective January 1, 1997, the Employer contribution to the UNION Group Legal Services Fund shall be \$10.00 per month for all full-time Employees within the Bargaining Unit. Said contributions shall be payable for all eligible Employees employed during the first pay period of the month.

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

C. It is understood that said Fund shall:

1. Provide quality legal services to all Employees of the Bargaining Unit and their dependents in a manner which is designed to ensure a high degree of legal competence and service.
2. Operate in an economically sound manner.
3. Not be used for the institution of legal proceedings against the EMPLOYER or its duly authorized officials.
4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or, Local 2187, or, any of their officers, Employees, agents or representatives thereof.
5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.
6. Provide the EMPLOYER with an annual audit report of the operations of the Fund as it applies to the EMPLOYER's contributions and services to eligible Employees. Said report shall be prepared by an independent Certified Public Accountant and shall be submitted to the EMPLOYER each year within ninety days of the close of the Fund's fiscal year.

ARTICLE 24 - LAYOFF

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

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

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

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

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

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

ARTICLE 25 - VACATION LEAVE

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

<u>Years of Complete Service</u>	<u>Day Accrued Per Month</u>	<u>Accumulated Accrual</u>
5 full years of service or less	5/6 days	10 days

More than 5 but less than 10 full years of service	1 1/4 days	15 days
More than 10 but less than - 20 full years of service	1 2/3 days	20 days
More than 20 full years of service	2 1/2 days	25 days

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

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

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

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

ARTICLE 26 - HOLIDAYS

A. EMPLOYEES shall be entitled to the number of paid holidays equal to the number of paid holidays currently set forth in the PHA Employee Handbook and the 2019-2022 Collective Bargaining Agreement, which is eleven (11). EMPLOYEES shall be entitled to the specific holidays set forth in the PHA Employee Handbook, which may change at the EMPLOYER'S discretion, but may not decrease below eleven (11). EMPLOYER may not unilaterally convert holidays under this paragraph to floating holidays.

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

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

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

ARTICLE 27 - COMPENSATORY TIME LEAVE

A. Compensatory time authorized and elected in lieu of cash overtime payments as provided for in Article 15 for work performed in excess of seven (7) hours in any workday, for work performed on the sixth or seventh day of an Employee's work week, or for overtime work performed on a holiday may be taken after the actual date earned upon request of the employee and approval of the EMPLOYER.

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

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

ARTICLE 28 - PERSONAL LEAVE

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

ARTICLE 29 - SICK LEAVE

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

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

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

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

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

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

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

F. Family Sick Leave. Employees may use five (5) consecutive days of sick leave per calendar year to care for a qualifying family member, as defined by the FMLA. "Qualifying Family Member" under the FMLA means a son, daughter, parent, or spouse of the employee. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a child for whom an employee has legal custody, or a child of a person standing in loco parentis. The child must be either under age 18, or older if the child is incapable of self-care because of mental or physical disability. A "spouse" means a husband or wife as defined or recognized under Pennsylvania law. A "parent" means a biological parent of the employee or an individual who stood in loco parentis to the employee when the employee was a child under 18 or incapable of self-care. Parent does not include "parents-in-law." If the PHA Employee Handbook provides a greater Family Sick Leave benefit than what is provided for in this paragraph, members will be given the use of that greater benefit. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

ARTICLE 30 - BEREAVEMENT LEAVE

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

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

ARTICLE 31 - USE OF LEAVE

Employees are entitled to various types of leave under this Agreement and/or EMPLOYER policy, including but not limited to sick, vacation, injured on duty, FMLA,

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

ARTICLE 32 - JURY DUTY

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

ARTICLE 33 - COURT APPEARANCE

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

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

ARTICLE 34 - PART-TIME EMPLOYEES

A. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours or more each week but less than thirty five (35) hours shall earn vacation, personal leave, funeral leave, and sick leave in accordance with those sections of this Agreement except that the amount earned by such employees shall be four-seventh (4/7) of that earned by their full-time counterparts.

B. Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) or more hours each week but less than thirty five (35) hours shall receive holiday pay for any holiday which falls on a day on which they are normally scheduled to work and the amount paid shall be equivalent to the amount of hours for which they are normally scheduled.

ARTICLE 35 - MEDICAL LEAVE 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 Authority shall continue the life insurance coverage and medical insurance and prescription insurance coverage provided for such an employee under this Agreement.

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

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

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

ARTICLE 37 - PERSONAL LEAVE WITHOUT COMPENSATION

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

ARTICLE 38 - LEAVE OF ABSENCE FOR UNION REPRESENTATIVES

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

ARTICLE 39 - PROMOTIONS

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

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

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

D. An employee in a lower classification in one of the occupational series listed below shall be promoted to the next higher classification in the same series without the position being posted provided the Employee has a current overall performance evaluation of Satisfactory

in the lower job classification and the Employee has been employed by the EMPLOYER in the lower classification for a total amount of time equal to the difference in the experience requirements identified in the Minimum Acceptable Training and Experience section or similar section of the higher and lower job classifications. Where a position requires licensure, the Employee in addition to the above, must possess the requisite license to be promoted. Promotion to a higher classification under this provision shall not convey any right to permanent status in that class; an employee so promoted shall have to satisfactorily complete the probation period in that higher class in order to attain that permanent status. This provision shall apply to the following occupational series:

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

ARTICLE 40 - JOINT LABOR MANAGEMENT COMMITTEE

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

ARTICLE 41 - TUITION REIMBURSEMENT

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

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

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

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

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

E. If the PHA Employee Handbook provides for tuition reimbursement of an amount greater than \$2,000, members will be given the use of that higher amount, subject to the requirements of this Article. However, it is understood that benefits in the PHA Employee Handbook may be changed at the EMPLOYER's discretion at any time, but the members' benefit cannot be less than what is provided for in this paragraph.

ARTICLE 42 - UNIFORMS

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

ARTICLE 43 - SAFETY

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

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

ARTICLE 44 - NO STRIKE-NO LOCKOUT CLAUSE

The EMPLOYER agrees that during the term of this agreement, there shall be no lockouts by the EMPLOYER. The UNION agrees that during the term of this agreement and as otherwise prohibited under the Pennsylvania Public Employee Act, there shall be no strikes, picketing, walkouts, suspension of work, slowdowns or any other interference, stoppage or cessation of work, either total or partial, by the UNION or any employees.

ARTICLE 45 - FUNDING

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

ARTICLE 46 - SAVINGS CLAUSE

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

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

ARTICLE 47 - ENTIRE AGREEMENT

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

ARTICLE 48 - RATIFICATION AND APPROVAL

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

ARTICLE 49 - SIGNATORY CLAUSE

IN WITNESS WHEREOF, the EMPLOYER and the UNION, handing to be legally bound, agree that this Consolidated Collective Bargaining Agreement and the Appendix constitutes the full Agreement between the parties.

FOR LOCAL 2187, DISTRICT COUNCIL
47, AFSCME, AFL-CIO

FOR THE PHILADELPHIA HOUSING
AUTHORITY

Dated: _____

Dated: _____

EXHIBIT A

Job Title	Step	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027	
		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
Administrative Technician	1	\$29.08	\$52,925.89	\$29.66	\$53,984.41	\$30.25	\$55,064.10	\$30.86	\$56,165.38	\$31.48	\$57,288.69
Administrative Technician	2	\$30.28	\$55,106.75	\$30.88	\$56,208.89	\$31.50	\$57,333.07	\$32.13	\$58,479.73	\$32.77	\$59,649.32
Administrative Technician	3	\$31.47	\$57,269.82	\$32.10	\$58,415.21	\$32.74	\$59,583.52	\$33.39	\$60,775.19	\$34.06	\$61,990.69
Administrative Technician	4	\$32.67	\$59,450.91	\$33.32	\$60,639.93	\$33.99	\$61,852.73	\$34.66	\$63,089.79	\$35.36	\$64,351.58
Command Center Dispatcher	1	\$26.23	\$47,745.17	\$26.76	\$48,700.07	\$27.29	\$49,674.07	\$27.84	\$50,667.56	\$28.40	\$51,680.91
Command Center Dispatcher	2	\$27.23	\$49,564.37	\$27.78	\$50,555.66	\$28.33	\$51,566.77	\$28.90	\$52,598.11	\$29.48	\$53,650.07
Command Center Dispatcher	3	\$28.23	\$51,373.33	\$28.79	\$52,400.80	\$29.37	\$53,448.81	\$29.95	\$54,517.79	\$30.55	\$55,608.14
Command Center Dispatcher	4	\$29.23	\$53,200.69	\$29.82	\$54,264.70	\$30.41	\$55,350.00	\$31.02	\$56,457.00	\$31.64	\$57,586.14
Command Center Technician	1	\$21.13	\$38,460.17	\$21.55	\$39,229.37	\$21.99	\$40,013.96	\$22.43	\$40,814.24	\$22.87	\$41,630.53
Command Center Technician	2	\$21.82	\$39,716.92	\$22.26	\$40,511.26	\$22.70	\$41,321.49	\$23.16	\$42,147.92	\$23.62	\$42,990.87
Command Center Technician	3	\$22.50	\$40,951.79	\$22.95	\$41,770.82	\$23.41	\$42,606.24	\$23.88	\$43,458.36	\$24.36	\$44,327.53
Command Center Technician	4	\$23.19	\$42,201.94	\$23.65	\$43,045.98	\$24.12	\$43,906.90	\$24.61	\$44,785.03	\$25.10	\$45,680.74
Contract Control Specialist II	1	\$37.23	\$67,763.88	\$37.98	\$69,119.16	\$38.74	\$70,501.54	\$39.51	\$71,911.58	\$40.30	\$73,349.81
Contract Control Specialist II	2	\$38.93	\$70,851.81	\$39.71	\$72,268.85	\$40.50	\$73,714.22	\$41.31	\$75,188.51	\$42.14	\$76,692.28
Contract Control Specialist II	3	\$40.63	\$73,940.27	\$41.44	\$75,419.07	\$42.27	\$76,927.46	\$43.11	\$78,466.01	\$43.98	\$80,035.33
Contract Control Specialist II	4	\$42.32	\$77,019.18	\$43.16	\$78,559.56	\$44.03	\$80,130.75	\$44.91	\$81,733.37	\$45.81	\$83,368.04
CRC Shift Supervisor	1	\$27.32	\$49,714.63	\$27.86	\$50,708.92	\$28.42	\$51,723.10	\$28.99	\$52,757.56	\$29.57	\$53,812.71
CRC Shift Supervisor	2	\$28.32	\$51,533.83	\$28.88	\$52,564.50	\$29.46	\$53,615.79	\$30.05	\$54,688.11	\$30.65	\$55,781.87
CRC Shift Supervisor	3	\$29.31	\$53,342.78	\$29.90	\$54,409.63	\$30.49	\$55,497.82	\$31.10	\$56,607.78	\$31.73	\$57,739.94
CRC Shift Supervisor	4	\$30.31	\$55,170.15	\$30.92	\$56,273.55	\$31.54	\$57,399.02	\$32.17	\$58,547.00	\$32.81	\$59,717.94
Customer Response Technician	1	\$26.23	\$47,745.17	\$26.76	\$48,700.07	\$27.29	\$49,674.07	\$27.84	\$50,667.56	\$28.40	\$51,680.91
Customer Response Technician	2	\$27.23	\$49,564.37	\$27.78	\$50,555.66	\$28.33	\$51,566.77	\$28.90	\$52,598.11	\$29.48	\$53,650.07
Customer Response Technician	3	\$28.23	\$51,373.33	\$28.79	\$52,400.80	\$29.37	\$53,448.81	\$29.95	\$54,517.79	\$30.55	\$55,608.14
Customer Response Technician	4	\$29.23	\$53,200.69	\$29.82	\$54,264.70	\$30.41	\$55,350.00	\$31.02	\$56,457.00	\$31.64	\$57,586.14
Housing Rehab Specialist II	1	\$37.23	\$67,763.88	\$37.98	\$69,119.16	\$38.74	\$70,501.54	\$39.51	\$71,911.58	\$40.30	\$73,349.81
Housing Rehab Specialist II	2	\$38.93	\$70,851.81	\$39.71	\$72,268.85	\$40.50	\$73,714.22	\$41.31	\$75,188.51	\$42.14	\$76,692.28
Housing Rehab Specialist II	3	\$40.63	\$73,940.27	\$41.44	\$75,419.07	\$42.27	\$76,927.46	\$43.11	\$78,466.01	\$43.98	\$80,035.33
Housing Rehab Specialist II	4	\$42.32	\$77,019.18	\$43.16	\$78,559.56	\$44.03	\$80,130.75	\$44.91	\$81,733.37	\$45.81	\$83,368.04
Housing Rehab Specialist III	1	\$39.34	\$71,602.56	\$40.13	\$73,034.61	\$40.93	\$74,495.31	\$41.75	\$75,985.21	\$42.59	\$77,504.92
Housing Rehab Specialist III	2	\$40.95	\$74,533.82	\$41.77	\$76,024.49	\$42.61	\$77,544.98	\$43.46	\$79,095.88	\$44.33	\$80,677.80
Housing Rehab Specialist III	3	\$42.56	\$77,456.57	\$43.41	\$79,005.70	\$44.28	\$80,585.81	\$45.16	\$82,197.53	\$46.07	\$83,841.48
Housing Rehab Specialist III	4	\$44.17	\$80,385.39	\$45.05	\$81,993.10	\$45.95	\$83,632.96	\$46.87	\$85,305.62	\$47.81	\$87,011.74
PT CHSP Homemaker	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94
PT Congregate Aide I	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94
PT Nutrition Aide 1 - Sr. Prg.	1	\$15.00	\$15,600.00	\$15.30	\$15,912.00	\$15.61	\$16,230.24	\$15.92	\$16,554.84	\$16.24	\$16,885.94

APPENDIX B

Public Comment Email

To the Philadelphia Housing Authority Board Members:

My name is Chi-ming Yang, and I submit this General Comment for the record for your June 16, 2022 Board Meeting.

I am a resident of West Philly and a supporter of the residents of the University City Townhomes at 40th & Market. Currently 67 low-income households are being displaced due to the owner opting out of a HUD Section 8 contract.

PHA is not following the law around the federally-required administration of Enhanced Vouchers to these residents.

In the situation of the UC Townhomes, where an owner is opting out of a HUD section 8 project, PHA is required to administer the enhanced vouchers.

Residents of the UC-Townhomes have a legal Right to Remain due to HUD issuing enhanced vouchers to PHA.

The owner cannot demolish the property until every single resident has been provided with reasonable alternative residence.

Each resident has their own situation that PHA must consider, and they will need assistance especially around complex disability issues.

Under the law, PHA must extend the period to use vouchers until reasonable alternatives are found, especially those protected under the Fair Housing Act (people with disabilities and families with children). Please here: <https://www.justice.gov/crt/fair-housing-act-1>.

Furthermore, it is a violation under the Fair Housing Act, to intimidate or coerce individuals in the exercise of their Fair Housing rights.

The UC Townhomes resident council has made it clear that residents will not leave until they are provided alternatives and compensation that meets their needs.