

**CONTRACT SETTLEMENT AGREEMENT.**

This 13th day of January, 2022, The Philadelphia Parking Authority (“Employer” or “Authority”), and AFSCME District Council 47, Local Union 2186 (“Union”) agree to the following contract provisions, subject to ratification by the Authority’s Board and the bargaining unit employees (On Street):

1. Expiration – August 31, 2025
2. Economic Settlement:
  - a. Wage Rates – Article VIII, Section A.1 and Appendix A:
    - a. Effective September 1, 2021, there shall be a 3.25% COLA
    - b. Effective September 1, 2022, there shall be a 3% COLA
    - c. Effective September 1, 2023, there shall be a 3.5% COLA
    - d. Effective September 1, 2024, there shall be a 3% COLA

- b. Signing Bonus –Article VIII, Section B:

Within thirty days of the ratification of this Agreement, a lump sum payment of \$1,500.00 shall be paid to all employees covered by the Agreement. Such lump sum payment shall not be included in the employee’s base pay. An employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status of the date of the payment, will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.

- c. One-Time Payment Incorporated into Base Pay – Article VIII, Section A.1 and Appendix A:

Following ratification, all bargaining unit employees who are required to maintain a Commercial Drivers License or other form of licensing or certification as a job requirement (Tow Supervisors and Fleet Supervisors) shall have a one-time payment of \$5,000.00 incorporated into their base pay

- d. Health and Welfare Plan – Article VX – Modify Sections A, B and C:

A. The Authority shall contribute to the Union’s Health and Welfare Fund at the rate of \$1606.92 per employee per month

effective September 1, 2021 through August 31, 2025. The Union will continue with the fully insured model for the benefit year 2022; the benefits year is based on a calendar year. The Authority and the Union will evaluate the costs of the present level of benefits in a self-insured model as opposed to a fully insured model no later than September 30, 2022 to determine the model to be used for 2023 calendar year benefits. All issues related to transitioning to a self-insured model will be addressed in these discussions which will include the employer responsibility for claims incurred which includes cost of stop loss insurance coverage and administrative costs, invoices, and timely payment of claims. In no instance will this evaluation reduce the current level of benefits. It is agreed and understood that neither party has any obligation to transition to a self-insured model based on this evaluation. If there is no change from the fully insured model, the Authority shall contribute to the Union's Health and Welfare Fund at the rate of \$1687.21 effective September 1, 2024 through August 31, 2025.

B. The said Fund shall provide to each bargaining unit participant of the Authority, at a minimum, the same level of benefits as is provided by the Authority to employees in the Authority plan, which includes health insurance, including, but not limited to hospitalization, major medical coverage, dental insurance, optical insurance, prescription benefits, and Employee Assistance Program. In addition, the Fund provides a hearing aid benefit and Guardian Nurses services. These benefits are provided to each full-time employee pursuant to the terms set forth in the Fund's plans descriptions.

C. Any employees who participated in the Authority's Health and Welfare Plan as of ratification of this Agreement will be transitioned to the Union plan no later than March 1, 2022.

3. Contract Language

a. Hours of Work – Modify Article VII, Section C:

C. Supervisor classifications shall be:

1. Parking Enforcement Supervisor
2. Tow Supervisor
3. Impoundment Lot Supervisor
4. Meter Collection Supervisor
5. Meter Maintenance Supervisor
6. Permit Parking Supervisor
7. Communications Supervisor
8. Booting Supervisor
9. TLD Supervisor

- 10. Pole Crew Supervisor
- 11. Fleet Supervisor

b. Hours of Work –Add Article VII, Section G:

G. The following classifications shall be deemed essential personnel: PEO Supervisor, Tow Supervisor, Lot Supervisor, Communications Supervisor, Fleet Supervisor and Meter Supervisor.

c. Overtime – Modify Article IX, Section E:

E. If the voluntary overtime desired list does not provide sufficient volunteers, the department may require other departmental employees to work overtime. Said overtime shall be assigned on the basis of reverse seniority within each classification.

d. Overtime – Modify Article IX, Section G:

G. Any employee who uses any unscheduled sick leave on Monday through Friday will not be permitted to work overtime during the remainder of that week. Any employee who uses unscheduled sick time on Saturday or Sunday will not be eligible for overtime from the date of the use of sick leave through the end of the following work week (Monday to Sunday).

e. Compensatory Time – Modify Article IX, Section H.2.-4.:

2. From one year of service up to two years of service employees may earn up to fifty (50) hours of compensatory time,

3. From two years of service up to three years of service employees may earn up to seventy (70) hours of compensatory time,

4. Employees with more than three years of service may earn up to ninety (90) hours of compensatory time.

f. Sick Leave – Modify Article IX.B.1:

1. An employee who is unable to report to work due to bona fide illness or injury must contact the designated authority between ten (10) hours and one (1) hour prior to the start of her/his shift.

g. Sick Leave – Modify Article X, Section B.5:

5. Unpaid sick leave (T Time) for employees hired prior to the ratification of this Agreement shall not exceed five (5) days. However, nothing in this provision shall prevent an employee from exercising his or her rights under the Family Medical Leave Act. Employees who are (a) hired on or after the date of ratification of this Agreement and/or (b) promoted from another position at the Authority into this bargaining unit who were not previously entitled to unpaid sick leave (T Time) in the prior position shall not be entitled to any unpaid sick leave (T Time).

h. Sick Leave – Modify Article X, Section E:

E. An employee with a good attendance record, may sell back to the Authority up to ten (10) sick days in each calendar year according to the following schedule, provided that the employee at all times retains at least five (5) available accrued sick days:

Employees who have used no sick days in a calendar year may sell back ten (10) days.

Employees who have used one (1) sick day in a calendar year may sell back eight (8) days.

Employees who have used two (2) sick days in a calendar year may sell back six (6) days.

Employees who have used three (3) sick days in a calendar year may sell back four (4) days.

Employees who have used four (4) sick days in a calendar year may sell back two (2) days.

i. Holidays – Modify Article XI to add Juneteenth.

j. Vacation Leave – Modify Article XIII, Section J:

I. Once each year, between January 1 and March 31, an employee may sell back to the Authority eighty (80) hours of vacation leave so long as the employee maintains a balance of at least eighty (80) hours after the sell back.

- k. Funeral/Bereavement Leave – Modify Article XIV, Section A and Add new Section C:

XXIII. FUNERAL/BEREAVEMENT LEAVE

A. In the event that there is a death in the immediate family of a bargaining unit employee, immediate family consisting only of a spouse, domestic partner, parents, children, grandparents, grandchildren, brother, sister, stepchild, stepmother, stepfather, stepbrother, stepsister, father-in-law or mother-in-law, and the employee attends the funeral service, such employee shall be granted a four (4) day leave of absence with full pay. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than herein before set forth, family defined as sister-in-law, brother-in-law, aunt, uncle, nephew or niece, provided the employee attends the funeral service and provides at least twenty-four hours notice to his or her supervisor. The twenty-four hour notice provision shall be waived in the case of religious or cultural custom requiring burial the day after the death of the relative and the employee documents the date of death.

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C. In unusual circumstances subject to the advance approval of the Executive Director or his/her designee, an employee who is unable to attend the funeral of an immediate family member, as defined in Section A, may be granted the four (4) day leave of absence with pay as provided in Section A.

- l. Parental Leave – Add new Article titled “Parental Leave”:

A. Employees shall be granted four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adoptive child under the age of 18 (collectively, “childcare event”), all usable within twelve (12) months after the birth or the arrival of the adoptive child in the home. Any paid parental leave not used by the employee before the end of the 12-month period to which it relates shall be forfeited and may not be accumulated for any subsequent use.

B. Parental leave shall be used in continuous days during the 12-month period.

C. An employee must give no less than thirty (30) days notice of the employee's intention to take parental leave, with the understanding that such notice need not specify an exact start date.

D. An employee is entitled to only one period of parental leave for any qualifying birth/adoption.

E. An employee may not use more than four weeks of paid parental leave in any rolling twelve-month period.

F. An employee need not be eligible for FMLA leave to use paid parental leave, but, if the employee is eligible for FMLA leave, any parental leave taken under this section shall be concurrent with, and not in addition to, leave allowable per FMLA.

G. Paid parental leave under this Article is in addition to any other accrued paid time off to which the employee may be entitled.

m. Health and Welfare – Modify Article XV, Section D:

D. Each full-time employee who is eligible for retirement under the applicable retirement plan and who terminates her/his employment after ten (10) years of continuous service to immediately become pensioned under the City of Philadelphia Municipal Retirement Plan, shall receive five (5) years of health and welfare coverage.

n. Performance Evaluations – Modify Article XVI, Section D:

D. Should a performance rating not be submitted to the employee within thirty (30) days of its due date, the employee's work performance will automatically be deemed satisfactory for pay purposes. Unsatisfactory ratings in four (4) or more individual factors will result in an Overall Unsatisfactory rating. An employee receiving an overall unsatisfactory performance evaluation will be reevaluated in ninety (90) days. Additional unsatisfactory performance evaluations will result in progressive discipline up to and including termination.

- o. Discipline and Discharge – Modify Article XVII, Steps 3 and 4:

STEP 3 If the grievance is not satisfactorily resolved at Step 2, it may be referred by the Union, within five (5) working days of the Step 2 answer or its due date, to the Executive Director for resolution. The Executive Director shall take whatever action s/he deems appropriate to address the grievance. The decision of the Executive Director shall be final in all matters except those involving discharge or termination or an unpaid suspension of 15 days or more.

STEP 4 In cases involving discharge or termination or an unpaid suspension of 15 days or more only, if the grievance is not satisfactorily resolved at Step 3, the grievance may be appealed to arbitration by the Union upon written notice to the Authority and the American Arbitration Association....

- p. Seniority – Modify Article XXII to change “mob” to “job.”

- q. Miscellaneous –Delete Article XXVII, Section D.

- r. Miscellaneous –Modify Article XXVII, Section E:

E. The Authority agrees that appropriate time management stations will be installed at each location at which Local 2186, District Council 47 employees are assigned which will allow employees to check leave balances.

- s. Training and Tuition Reimbursement – Modify Article XXXV, Section A:

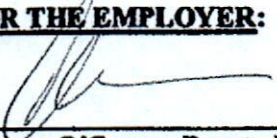
A. A joint committee consisting of an equal number of members appointed by the Authority and the Union shall be appointed within 30 days and shall meet twice per year to review department training needs. It is agreed that training will be conducted for all bargaining unit employees at least once per year.

- 4. Update Collective Bargaining Agreement to conform to Contract Settlement.
- 5. PPA will provide larger uniform bags for supervisors (Article XXXVI)
- 6. PPA will maintain current Performance Evaluation form
- 7. PPA will publish SOP for PEO Supervisors within 60 days of ratification and promptly schedule training on SOP for PEO Supervisors.

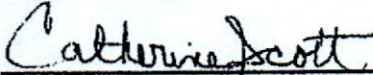
January 13, 2022

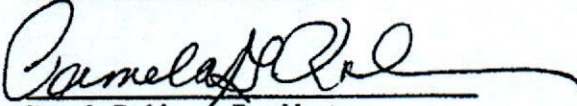
This Contract Settlement Agreement fully reflects the terms of the settlement of the contract negotiations and shall be unanimously recommended by the Union and the Bargaining Committee. If this Contract Settlement Agreement is not ratified by the bargaining employees and the Authority's Board, the parties reinstate their respective proposals communicated as of January 13, 2022.

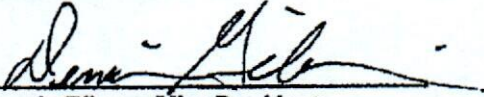
**FOR THE EMPLOYER:**

  
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Corinne O'Connor, Deputy Executive  
Director

**FOR THE UNION:**

  
\_\_\_\_\_  
Catherine Scott, President  
AFSCME District Council 47

  
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Pamela Robinson, President  
AFSCME Local 2186

  
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Dennis Gibson, Vice President  
AFSCME Local 2186

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