

December 9, 2021

CONTRACT SETTLEMENT AGREEMENT.

This 9th day of December, 2021, 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 (Airport):

1. Expiration – August 31, 2025

2. Economic Settlement:

a. Wages – Modify Article VIII, Section B:

B. COLA

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 C:

Within thirty (30) 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 Payments Incorporated into Base Pay – Article VIII, Sections E and F:

E. Following ratification, all bargaining unit employees shall have a one-time payment of \$520 incorporated into their base pay to address technology costs.

F. Following ratification, all bargaining unit employees shall have a one-time payment of \$2,500 incorporated into their base pay to address the differential between this unit and the Local 2186 On Street unit.

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3. Contract Language

a. Union Representation – Modify Article V, Section A:

A. Supervisors covered by the Agreement shall have the right to be represented by three (3) union stewards and three (3) alternate union stewards; provided that there shall be one (1) steward and (one) 1 alternate assigned to cover each of three (3) designated shifts (6 am-2:30 pm; 2 pm-10:30 pm; 6:00 pm -2:30 am). The Union shall notify the Authority of the names and terms of office of said stewards.

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

D. The following classifications shall be deemed essential personnel: Revenue Supervisors, Lot Supervisors and Maintenance Supervisors.

c. 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).

d. 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.

e. 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.

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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.

f. Holidays – Modify Article XI to add Juneteenth.

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

J. 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.

h. 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.

* * *

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.

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i. 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.

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

D. Should a performance rating not be submitted to the employee, the employee’s work performance will automatically be deemed satisfactory for pay purposes. No unsatisfactory employee performance evaluation report shall remain in effect for more than three months. Unsatisfactory ratings in three (3) 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.

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k. Grievance Procedure – Modify Article XVIII, Steps 2 and 3:

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 within fifteen (15) days of the answer of the Executive Director or her/his designee. The arbitration shall proceed in accordance with the then current rules of the American Arbitration Association.

l. Miscellaneous –Modify Article XXVII, Section C:

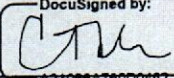
C. The Authority agrees that appropriate time management stations will be installed at each location at which Local 2186, District Council 47 employees are assigned which will allow employees to check leave balances.

4. Update Collective Bargaining Agreement to conform to Contract Settlement.
5. PPA will maintain current Performance Evaluation form
6. Bargaining unit members at the Airport will continue in PPA's Health & Welfare Plan.

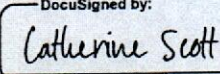
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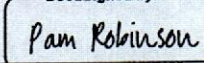
This Contract Settlement Agreement fully reflects the terms of the settlement of the contract negotiations and shall be unanimously recommended by the Union and the Bargaining Committee. If this Contract Settlement Agreement is not ratified by the bargaining employees and the Authority's Board, the parties reinstate their respective proposals communicated as of December 7, 2021.

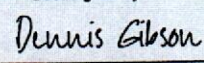
FOR THE EMPLOYER:

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Clarena Tolson, Deputy Executive Director

FOR THE UNION:

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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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