

MEMORANDUM OF AGREEMENT

Subject to ratification by parties, **AFSCME DISTRICT COUNCIL 47, LOCAL 2187** and **PHILADELPHIA HOUSING AUTHORITY**, hereby agree to the following changes to the parties' current Collective Bargaining Agreement:

1. **Term**: April 1, 2009 through March 31, 2014
2. **Wages**: Bargaining Unit members will receive the following wage increases:

2.5% April 1, 2009
2.5% April 1, 2010
2.5% April 1, 2011
2.5% April 1, 2012
3.0% April 1, 2013

For the purposes of determining the amount of retroactive pay due to each bargaining unit member under #2 above, to be eligible for a retroactive payment a current employee must be on the payroll as of December 1, 2010, except that retired employees shall receive retroactive pay through their date of retirement.

3. **Payments**: The Authority will attempt to pay any retroactive wage due in a separate check from the regular weekly paycheck.

4. **Pension**: Modify Article 20 as provided in Attachment A to this Memorandum of Agreement (as revised).

5. **Health Care**: Effective June 1, 2011, employees will continue to be provided with existing medical and prescription coverage. Employees selecting Keystone shall be required, through an IRS Section 125 pre-tax payroll deduction 4% of the cost of premium for the level of medical coverage selected. Employees selecting Personal Choice shall continue to pay towards the cost of the premium with the employee's contribution, however, paid through the IRS Section 125 pre-tax payroll deduction.

6. **Non-Discrimination**: Modify Paragraph 10 to include Union affiliation as a prohibited category.

7. **Additional Classification**: 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.

8. **Committees**: (Side letter) Parties shall meet to develop a Labor Management Committees' schedule.

9. **Part-time Employees Pension**: Identified Regular Part-time employees shall be eligible to enroll into the new pension plan.

ATTACHMENT A

1. Freeze DB Plan benefit effective May 31, 2011. Amend DB Plan to prohibit withdrawal of employee contributions. Amend DB Plan to provide that for employees terminating on or after December 31, 2010, the definition of the Average Earnings shall be the average rate of earnings on three (3) consecutive November 1st's ending November 1, 2007.
2. Effective June 1, 2011, enroll bargaining unit members in PHA's DC Plan. Employees shall contribute 5.5% of current rate of pay.
3. Effective June 1, 2011, PHA will contribute into the DC Plan 3.5% of the employee's current rate of pay. Effective January 1, 2012, PHA will contribute into the DC Plan 4.5% of employee's current rate of pay. Effective January 1, 2013, PHA will contribute into the DC Plan 5.5% of the employee's current rate of pay.
4. PHA 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.
5. 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.

MEMORANDUM OF UNDERSTANDING

The Philadelphia Housing Authority ("PHA") and AFSCME District Council 47, Local 2186 ("Local 2186"), having met and discussed, agree as follows:

1. Bargaining unit employees shall be subject to the same terms and conditions of employment agreed to by Local 2187 in the Memorandum of Agreement signed on April 8, 2011, attached hereto.
2. Bargaining unit members shall be entitled to arbitration or discharges, but only where the discharge involves a Class IV Major Infraction as defined by PHA'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.

LOCAL 2186

BY: Catherine H. Holt

BY: Michael J. Walsh

BY: _____

PHILADELPHIA HOUSING AUTHORITY

BY: Al
Acting Director Human Resources.

MEMORANDUM OF UNDERSTANDING

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LOCAL 2186

BY: Catherine G. Gott

BY: Michael J. Walsh

BY: _____

PHILADELPHIA HOUSING AUTHORITY

BY: AL
Acting Director (Human Resources)
4/26/11

Memorandum of Understanding

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Local 2186

By: Thomas Paul Cronin
Michael J. Walsh

Philadelphia Housing Authority

By: [Signature]

ATTACHMENT B

Section __. Pension

Effective November 1, 2002, Section 1. __ (definition of "Earnings") of the Philadelphia Housing Authority Retirement Income Plan (the "Plan") shall be amended to read:

"1. __ Earnings. An Employee's basic compensation received from the Employer excluding overtime payments, commissions, bonuses, and any other additional compensation, but including Employee elective contributions to any cafeteria plan under Section 125 of the Code and Section 457 of the Code. For Plan Years beginning December 31, 1988 and before January 1, 1996, Earnings and Rate of Earnings in excess of \$200,000 (as such dollar limit is adjusted pursuant to applicable law or regulations from time to time) shall be disregarded. For Plan Years beginning after December 31, 1995 and before January 1, 2002, Earnings and Rate of Earnings in excess of \$150,000 (as such dollar limit is adjusted pursuant to applicable law or regulations from time to time) shall be disregarded. For Plan Years beginning after December 31, 2001, Earnings and Rate of Earnings in excess of \$200,000 (as such dollar limit is adjusted pursuant to applicable law or regulations from time to time) shall be disregarded. Earnings shall include Participant Contributions deemed to be Employer contributions under Code Section 414(h)(2).

(a) Average Earnings. For Employees terminating employment on or after November 1, 2002, the average Rate of Earnings on the three consecutive November 1st's ending on the Applicable November 1 (as that term is defined in Section 5.1). For Employees terminating employment prior to November 1, 2002, Average Earnings shall be determined with reference to the definition of Average Earnings under the Plan provisions as in effect on the date of the Employee's termination of employment.

(b) Rate of Earnings. An Employee's Rate of annual basic compensation with the Employer on any November 1, excluding overtime payments, commissions, bonuses and any other additional compensation deemed to be employer contributions."

"5.1 Normal Retirement Income. If a Participant terminates employment on or after his Normal Retirement Age, he will be entitled to receive a monthly benefit in an amount equal to 1/12th of the amount determined in accordance with this Section 5.1. A Participant who continues in employment after his Normal Retirement Date shall continue to accrue benefits under the Plan until his Actual Retirement Date. However, a Participant whose Normal Retirement Date was prior to November 1, 1998 shall not accrue benefits during the period between said Normal Retirement Date and October 31, 1998, unless such service has been purchased pursuant to Section 4.2(c).

A Participant's Normal Retirement Income will be equal to $X + Y + Z$ where:

(a) X is equal to 2.5% of the Participant's Average Earnings multiplied by years and months of Credited Service completed prior to the Applicable November 1 (as defined below), but not in excess of 25 years;

(b) Y is equal to 1.25% of the Participant's Average Earnings multiplied by such years and months of Credit Service in excess of 25 years completed prior to the Applicable November 1 (as defined below);

(c) Z is equal to, for each year of Credited Service after the Applicable November 1 (as defined below), 2.5% of the Participant's Rate of Earnings for such year, except that the benefit accrual rate shall be 1.25% with respect to any year where the Credited Service of the Participant exceeds 25 years.

For purposes of the Plan, the term Applicable November 1 shall mean November 1, 2002.

This Section 5.1 shall be subject to Section 415 of the Code."

Effective November 1, 2005, Sections 1.22 and 5.1 of the Plan shall be amended to change all references to November 1, 2002 contained therein to November 1, 2005, if the following two conditions exist determined as of March 31, 2005:

1. The Philadelphia Housing Authority contributed at least 5.5% of the total covered payroll for the Plan Years beginning November 1, 2001, November 1, 2002 and November 1, 2003; and

2. The projected Minimum Required Employer Contribution for the Plan Year beginning November 1, 2004 is no greater than 5.5% of covered payroll.

The actuarial assumptions and methods used in determining the Minimum Required Employer Contribution for the Plan Year beginning November 1, 2004 shall be the same as those employed in preparing the actuarial valuation for the Plan Year beginning November 1, 2003, except (a) different assumptions and/or methods shall be used if appropriate under the Standards of Practice published by the Actuarial Standards Board, and (b) such valuation shall be performed assuming the substitution of November 1, 2005 for November 1, 2002, as described above, is in effect."

**LANGUAGE TO BE MODIFIED BY PLAN LAWYERS TO CHANGE TERM
"COVERED PAYROLL" TO BE SAME AS IN PLAN DOCUMENT, ALLOW
GRANDFATHERING OF CURRENT EMPLOYEES THROUGH NOVEMBER 1, 2008
AND ALLOW FOR AGGREGATION OF PHA CONTRIBUTION PERCENTAGES
OVER TERM OF AGREEMENT.**

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Local 2186

By: Thomas Paine Cronin
Michael J. Walsh

Philadelphia Housing Authority

By: [Signature]