

**Tentative Agreement between the City of Philadelphia
and AFSCME District Council 47, Local 2187 and Local 2186**

1. Term.

The term of the Agreement shall be three (3) years: July 1, 2021 through June 30, 2024.

2. Wages.

- A. Effective July 1, 2021, there shall be an increase of 2.5% in each step of each pay range in the DC 47 pay plan.
- B. Effective July 1, 2022, there shall be an increase of 3.25% in each step of each pay range in the DC 47 pay plan.
- C. Effective July 1, 2023, there shall be an increase of 3.25% each step of each pay range in the DC 47 pay plan.

3. Bonus.

Effective 30 days after ratification, each employee will receive a \$1,200 bonus, consistent with the parties' past practice.

4. Health and Welfare.

- A. Effective 30 days after ratification, the City shall pay a lump sum of \$1.5 million to the DC 47 Health & Welfare Fund.
- B. Effective July 1, 2022, the City shall pay a lump sum of \$1.8 million to the DC 47 Health & Welfare Fund.
- C. Effective July 1, 2023, the City shall pay a lump sum of \$1.5 million to the DC 47 Health & Welfare Fund.

5. **Job Classification Pay Adjustment Committee.**

The Parties will appoint a committee to discuss positions within the DC 47, Local 2187 bargaining unit for which additional pay may be provided in accordance with Civil Service Regulations 6.14.

- A. The committee will consider whether the positions of Recreation Leader 2, Recreation Leader 3, Water Conveyance Supervisors (Sewer Maintenance Dept. Only) and Interceptor Services Supervisors (Flow Control) should receive additional compensation.
- B. Social Worker IIs will be raised one (1) pay range effective 30 days after ratification.

6. **Vacation Buy Back.**

Employees shall be permitted to sell back up to ten (10) vacation days per year. Employees must have a vacation balance of at least forty (40) days in order to sell back vacation. Vacation sell backs can only occur during the timeframes established by Finance.

7. **Parental Leave.**

Employees will be eligible for up to four (4) weeks of paid parental leave, which shall be administered subject to the provisions of Civil Service Regulation 22.124.

8. **Clearances Side Letter.**

The City will pay for the costs of renewal FBI, child abuse, and criminal record check clearances for employees in the Mayor's Office of Children and Families who are subject to these clearances, subject to annual budget constraints.

9. **Training and Certification.**

Within ninety (90) days, the City and the Union will establish a Committee for the purpose of providing Tuition Reimbursement for bargaining unit members who are furthering their education for promotional opportunities within the City of Philadelphia, such as the upward mobility program.

10. Work Schedules.

- A. Within ninety (90) days of the ratification of this Agreement, a Joint Committee shall be established to discuss the continuing development of and review of existing policies for Alternative Work Schedules. The Committee shall be comprised of six (6) members, three (3) of whom shall be appointed by the City and three (3) of whom shall be appointed by the Union. The Committee will continue to consider the feasibility and implementation of alternative work schedules, including whether additional departments could implement a four (4) day work week, whether additional departments could adjust start and end times of work schedules, and remote work. The Committee will also consider whether certain alternative work rules/schedules should be implemented on a City-wide basis. The Committee will issue a report on its recommendations by July 1, 2022. If any party is not satisfied with the recommendations of the Committee, those concerns will be referred to the appropriate Department's cabinet level official.
- B. When determined by either the Mayor's Office or Managing Director, the City shall have the right to change shifts or schedules temporarily for a specified period of time not to exceed 10 business days to meet non-routine, short-term deadlines and/or unusual circumstances, provided that employees are given at least twenty-four (24) hours' notice of the change. When the Mayor's Office or Managing Director determines that emergency circumstances have arisen, the notice requirement shall be reduced to a minimum of eight (8) hours. Emergency circumstances include, but are not limited to: destructive or damaging acts of nature (e.g., fires, floods, pandemics, endemics, civil unrest), or other circumstances giving rise to an emergency declaration. Consistent with existing practice, employees will be excused from the shift or schedule change for hardship, provided that this is consistent with the Department's operational needs.

11. Out of Class Pay.

Within sixty (60) days of the ratification of this Agreement, a Joint Committee shall be established to discuss the process for review of disputes over Out of Class assignments. The Committee shall be comprised of six (6) members, three (3) of whom shall be appointed by the City and three (3) of whom shall be appointed by the Union. This Committee shall issue its recommendations on the process within six months of its initial meeting.

12. **RGI.**

The Redesigning Government Initiative ("RGI") shall be extended for the term of this Agreement. The City and the Union shall identify participants that will be trained in RGI. There will be at least nine (9) participants from the Union and the City each.

13. **Holidays.**

- A. Juneteenth will be added to the list of recognized holidays.
- B. Columbus Day will now be recognized as Columbus Day/Indigenous Peoples Day.

14. **Administrative Leave Day.**

Effective January 1, 2022, employees will receive an additional AL day.

15. **Retiree Life Insurance.**

Employees who retire on or after January 1, 2022, shall be entitled to \$7,500 in life insurance.

16. **Funeral Leave.**

- A. The term "Funeral Leave" shall be changed to "Bereavement Leave." The existing rules related to use of this type of leave will continue to apply.
- B. Stepparents and stepchildren shall be included in the Bereavement Leave entitlement for immediate family members.

17. **Drug and Alcohol Policy.**

Pursuant to the October 11, 2006 Side Letter, the parties agree to interpret the term accident "resulting in property damage of more than \$500.00" in Section III.A.1 as an accident that requires towing of the vehicle, and that the totality of the circumstances will be considered in making the decision to send an employee for post-accident testing.

18. Credential Based Bonus.

Effective 30 days after ratification, the City will pay the Credential Based Bonus to all DC 47 represented employees who would have been entitled to such a bonus in December 2020, pursuant to the eligibility requirements established in Civil Service Regulation 6.31.

19. Library Side Letter.

Out of class compensation for Librarian 2s who are assigned to work as a Library Supervisor shall not commence until the assignment extends beyond five (5) consecutive regularly scheduled work days. Use of leave time is not considered time worked for the purpose of receiving this out of class pay. City recognized holidays will not be considered a break in the number of consecutive days worked.

20. Sick Leave Transfer Bank.

Employees shall be permitted to contribute one (1) compensatory day every two (2) years to the Sick Leave Transfer Bank pursuant to existing donation rules.

21. In-Position Promotion

DC 47 employees will be eligible for accelerated in -position promotions pursuant to Civil Service Regulation 5.157. This would result in the removal of the exclusion of Masters Degrees from being accepted for educational and experience requirements in job specifications for Local 2187 positions.

22. Performance Reports.

Article 40(G) of the 1992-1996 Master Agreement shall be amended to reflect that performance reports shall be effective on the date the performance report is filed with the Office of Human Resources.

23. Sick Leave.

- A. Pattern absences that include certified or uncertified absences may be subject to discipline. Examples of pattern absences include, but are not limited to: within a six month period, four certified or uncertified unscheduled call outs before and

after days off; or, within a six month period, four certified or uncertified unscheduled call offs on the weekend.

- B. All employees shall be required to call out one hour before the start of their shift according to department call out protocols. Employees may also follow up their phone calls with an email to their appropriate supervisor.
- C. Hourly Medical Personnel
 - 1. Paragraph 21 of the 2017-2020 MOA will be revised to include the following language: Hourly Medical Personnel can use up to five (5) sick days per year. Hourly Medical Personnel can carry over up to five (5) sick days, not to exceed ten (10) days of sick leave in their sick leave bank at any one time. They will not be permitted to cash out any accrued balance upon separation from the City. The Union will withdraw its consolidated grievance(s) (DC 47 Nos. 14-20-08 and 14-20-09) related to this issue.
 - 2. Within 60 days of ratification of this agreement, the City will pay the hourly medical personnel who were on the active payroll as of July 1, 2017 through the ratification date of this agreement for the equivalent of 7.5 days of sick leave.

24. Grievance Procedure.

- A. At the Step IV grievance meeting, both parties will be expected to present any and all evidence and/or claims and defenses that they intend to rely upon if the grievance advances to a Step VI arbitration.
- B. In the event that grievances based on claims of discrimination/harassment based on a protected category other than union affiliation/activity go to Step VI arbitration, those grievances will be heard by an experienced employment arbitrator from a list 5-10 individuals agreed to by the parties. The parties will work out the process for utilizing the panel within sixty (60) days of ratification of this agreement.
- C. Settlement Agreements: Within ten (10) days of the Arbitration Award being issued, the City will provide the Union with a complete list of the information needed to implement the award. The City shall have ninety (90) days to implement the terms of any settlement agreement and/or Arbitration Award. The ninety (90) days begins to run when the Union/employee provides the necessary information in order for the City to implement the Arbitration Award.

25. Change of Work Status.

The City will inform employees of options for a change of work status, which shall include the days and hours for which the employee would be volunteering to the change of work status. If an employee voluntarily selects an option offered, the City may temporarily place that employee in a non-pay, non-duty status consistent with the option selected. Such changes shall be authorized by the Finance Director and the Director of Human Resources. Time spent on non-pay, non-duty status will be treated as an unpaid leave of absence for purposes of accruing pension and service credit. This time will not be considered a separation from service and the City will continue to make health benefit contributions on behalf of the employee during this period. The City will not be required to follow the procedure set forth in Civil Service Regulation 16.01 for purposes of implementing changes in work status. The rules for administering this provision shall be subject to Civil Service Regulation 16.02 and its subparts.

26. Uniform Allowance.

The City will increase the uniform allowance by \$50 for those full-time DC 47 positions entitled to a uniform allowance and by \$25 for those part-time DC 47 positions entitled to a uniform allowance.

27. Employee Paystubs.

By July 1, 2022, the City will modify or supplement employee pay stubs to include an explanation for retroactive and/or supplemental payments.

28. Medical Examiner Office Employee Side Letter.

Medical Examiner Office employees can take the rest of the day off if they encounter a deceased immediate family member while on duty.

29. New Hires.

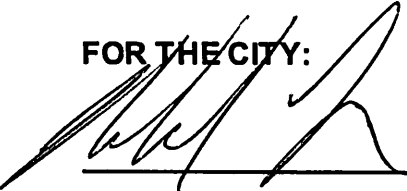
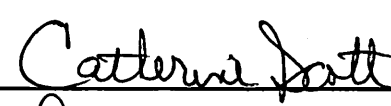

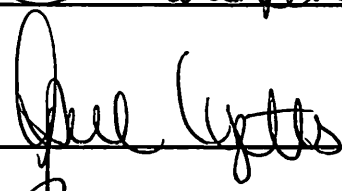
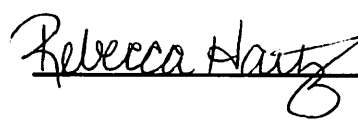
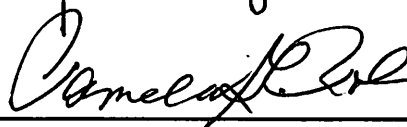
The City agrees to allow for the submission of electronic authorizations in addition to paper written authorizations for deductions from employees' bi-weekly pay of membership dues.

30. DC47 Emergency Work Policy

"Compensation for Employees Designated as Essential" shall be renamed the "DC 47 Emergency Work Policy."

FOR THE CITY:

FOR THE UNION:

| | | | |
|---|------------------------|--|------------------------|
|  | <u>9/17/21</u> Date |  | <u>9/17/21</u> Date |
|  | <u>9/17/21</u> Date |  | <u>9/17/21</u> Date |
|  | <u>9/17/21</u> Date |  | <u>9/17/21</u> Date |