

MEMORANDUM OF RECORD

FOR

THE PHILADELPHIA HOUSING AUTHORITY

AND

LOCAL 2186, District Council 47

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

EFFECTIVE

APRIL 1, 2014 THROUGH MARCH 31, 2019

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1 – INTRODUCTION PARAGRAPH

It is hereby acknowledged by 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 “Authority”) that the following shall be the Memorandum of Record to become applicable April 1, 2014.

2 – PREAMBLE

The intent of this Memorandum is to promote harmonious relations between the Authority 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 Authority’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 of Record shall apply.

3 – RECOGNITION OF UNION

The Authority 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 Authority included in this “meet and discuss” unit.

The positions of the Authority 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.

4 – DURATION

This memorandum shall be applicable for a period of time commencing as of April, 2014 through March 31, 2019 unless subsequently modified after completion of the appropriate and necessary meetings and discussions.

5 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right of the Authority 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 Authority or traditionally reserved to management prior to the promulgation of this memorandum whether exercised or not shall be retained by the Authority except where expressly abridged by a specific provision of this Memorandum.

Except where expressly abridged by a specific provision of this Memorandum, the Authority 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 Authority; 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 Authority'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 Authority.

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

6 – UNION SECURITY/DUES DEDUCTION

A. Each employee who on the effective date of this memorandum is a member of this Union and each employee who becomes a member after that date shall, as required by law, maintain his/her membership in the Union provided that such employee may resign from the Union during a period of fifteen (15) days prior to expiration of this memorandum.

B. The Authority shall deduce from the wages and salary of any Employee who is a member as determined by the Union, all Union membership dues, initiations, and assessments, uniformly required, if any, as provided in a written authorization in accordance with the

standard form used by the Union, provided, that said form shall indicate that the Employee is a member of the Union and shall be executed by the Employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of the memorandum unless revoked by written notice to the Union President given during the period fifteen (15) days immediately prior to the expiration of the memorandum, by the Employee exercising his/her right to withdraw from the Union. The termination notice must be given to the Authority and the Union President and delivery shall be by certified mail.

C. Each Employee and the Union hereby authorize the Authority 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 Authority of any changes within fifteen (15) days of such change.

D. Upon receipt of an authorization from an Employee, the Authority 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 Authority will make its best effort to remit said payment within ten (10) 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.

E. The Union will indemnify, defend and hold the Authority harmless from any liability and for the cost of litigation from any claims including but not limited to grievances and lawsuits instituted against the Authority in regards to any dues deduction checkoff.

F. The Authority shall deduct a Fair Share fee as authorized by State law, from all Employees in the unit who are not members of the Union. Authorizations from non-members to deduct Fair Share fees shall not be required. The amount to be deducted shall be certified in writing to the Authority by the Union. The aggregate deductions of all such Employees shall be remitted together with an itemized statement to the Union, within ten (10) working days after such deductions are made. The Union shall indemnify, defend and hold the Authority harmless from any liability and for the cost of litigation for any and all claims, including but not limited to grievances and lawsuits arising out of the deductions of the aforescribed Fair Share fee.

G. The Authority shall not affect said dues and/or fair share deductions until such time as it has received satisfactory written confirmation from the Union of its indemnification of the Authority as described in paragraphs E and F above.

H. Deduction of wages and salary of any employee who voluntarily elects, a weekly contribution to the Union's PEOPLE Fund as provided for in a written authorization in accordance with the standard form used by the Union, provided that said form shall indicate a minimum deduction of at least twenty-five cents (\$.25) and shall be executed by the Employee. The written authorization for the PEOPLE deduction shall remain in full force and effect during the period of at least one (1) year and then thereafter unless revoked by written notice to the Union President and the Authority. The termination notice must be given to the authority and the Union President and delivery shall be by certified mail. The aggregate deductions of all such Employees shall be emitted together with an itemized statement to the Union, within ten (10) working days after such deductions are made. The Union shall indemnify, defend and hold the Authority harmless from any liability for the cost of litigation for any and all claims, including but not limited to grievances and lawsuits arising out of the deductions of the afore described PEOPLE deduction.

7 – EMPLOYEE RIGHTS

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

B. 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 Authority 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.

C. 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.

D. 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.

E. The Authority 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.

8 – UNION REPRESENTATION

A. The employees in the unit may be represented for purposes of grievance adjustment by Union representatives as specified in the grievance procedure. The Authority will recognize four (4) Stewards for this purpose – the jurisdictional area(s) of responsibility to be determined by the Union.

B. The names of the Stewards shall be given in writing by the Union to the Authority at the time of their taking office. The Union shall promptly notify the Authority thereafter, in writing, relative to any change in designed 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 Authority's regular operations.

D. 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.

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

F. The Authority 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 Authority may implement the intended change(s) thirty days after the date of said notification to the Union.

G. The Authority 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.

H. The Authority 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 Authority's Portal.

9 – GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the unit against the Authority 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:

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 grievance or within five (5) working days after the Employee knew or should have known of the event giving rise to the grievance. The Authority 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 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.

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.

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 [f] 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.

[Undated Local 2186 MOU]

10 – NON-DISCRIMINATION

The Authority shall not discriminate against any employee in the unit on the basis of race, religion, creed, color, sex, sexual preference, age, national origin, union affiliation, or handicap as defined in the Americans with Disabilities Act of 1993.

11 – PROBATIONARY PERIOD

A. 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.

B. Should the Authority determine that an Employee's performance, conduct and/or work habits are not satisfactory, the Authority, 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.

C. The decision of the Authority 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 Authority 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

12 – 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.

No unsatisfactory Employee performance evaluation report shall be in effect for more than one year.

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. 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.

13 – DISCIPLINE AND DISCHARGE

- A. The Authority has the right to discipline and/or discharge employees for just cause.
- B. The Authority agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed.
- C. Any Employee who is requested to appear before another management representative of the Authority 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 Authority 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. 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.
 - 2. Counseling, verbal warnings and written warnings shall be given when and as needed.
 - 3. Where the Authority 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.

4. Where the Authority 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.

14 – HOURS OF WORK

A. The work week for full-time employees in the unit shall be five (5) consecutive days of eight (8) hours per day at times and/or days determined by the Authority.

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

C. Nothing contained in this memorandum shall be constituted as preventing the Authority 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.

15 – OVERTIME

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

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

B. 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.

C. 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.

D. An employee who completes eight hours of work and is called back to work after leaving PHA 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.

E. When the Executive Director declares that the entire Authority 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.

ARTICLE 16 – WAGES

A. Bargaining unit members shall receive the following increases:

Effective April 1, 2014 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

Effective April 1, 2015 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

Effective April 1, 2016 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

Effective April 1, 2017 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

Effective April 1, 2018 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

[2011-2014 Local 2187 MOA applied to Local 2186 via an MOU]

B. For the purposes of determining the amount of retroactive pay due to each bargaining unit member under A, 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. The Authority will attempt to pay any retroactive wage due in a separate check from the regular weekly paycheck. [2011-2014 Local 2187 MOA applied to Local 2186 via an MOU]

C. Employees in the unit shall receive a longevity payment in the amount of two hundred and fifty dollars (\$250.00) for each five (5) complete years of continuous service with the Authority. This payment shall be made on a proportionate basis in each weekly paycheck. Effective April 1, 1997, the amount paid for this longevity payment shall be increased to four hundred dollars (\$400.00).

D. 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.

E. 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.

F. If, during the term of this Agreement, PHA agrees to provide another AFSCME union with wage or benefit increases more favorable than those provided in this Agreement, then PHA will also provide those wage or benefit improvements to District Council 47, Local 2187. [2002-2008 Local 2187 MOA applied to Local 2186 via an MOU].

17 – WORKING OUT OF CLASS

A. 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.

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.

18 – MEDICAL INSURANCE

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

1. Independence Blue Cross Personal Choice
2. Keystone Health Plan East

B. Effective August 1, 2014 bargaining unit members who select Keystone shall be required to pay, through an IRS Section 125 pre-tax payroll deduction, 10% of the cost of the premium for the level of medical and prescription coverage selected.

C. Employees selecting Personal Choice shall continue to pay towards the cost of the premium at a rate of up to 20% of the cost of the premium for the level of medical and prescription coverage selected.

D. 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.

E. PHA reserves the right to reopen the Collective Bargaining Agreement in 2017 in order to address and renegotiate any issues raised under the Affordable Care Act.

F. In addition to the health plans described above, prescription, dental and optical coverage shall also be provided to employees, spouses and their dependents (as defined in paragraph A).

G. Effective September 1, 2004, the current prescription benefit will be changed to the Keystone 5/10/16 plan. [2002-2008 Local 2187 MOA applied to Local 2186 via an MOU]

H. If, during the term of this Agreement, PHA agrees to provide another AFSCME union with wage or benefit increases more favorable than those provided in this Agreement, then PHA will also provide those wage or benefit improvements to District Council 47, Local 2187. [2002-2008 Local 2187 MOA applied to Local 2186 via an MOU]

I. 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 an 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.

19 – LIFE INSURANCE

A. The Authority shall provide, at no cost to the employee, life insurance coverage to regular full-time employees in an amount equal to 1.5 times the employee's salary.

B. The Authority 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 Authority with thirty (30) years of service or who retire at age sixty-five (65) with at least ten (10) years of continuous service.

C. 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.

20 - PENSION AND RETIREMENT

A. 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 Authority after discussion with the Union.

B. All employees occupying permanent positions in the unit shall be required to be members of and contribute to the Authority'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 Authority.

C. 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 1sts ending November 1, 2007. [2011-2014 MOA] For more information on the frozen DB Plan, see Appendix B to this Consolidated Agreement.

D. Effective May 1, 2011, bargaining unit members shall be enrolled in PHA's DC Plan. [2011-2014 MOA]

E. Effective May 1, 2011, PHA will contribute to the DC Plan 3.5% for 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 employee's current rate of pay. [2011-2014 MOA]

F. 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. [2011-2014 MOA]

G. 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. [2011-2014 MOA]

H. Identified regular part-time employees shall be eligible to enroll in the new pension plan. [2011-2014 MOA]

I. 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 Authority.

J. 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 Authority, the Board of Trustees, the Plan Administrator or their agents are not.

21 - DEFERRED COMPENSATION PROGRAM

The Authority will permit employees in the unit to participate in the Authority'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.

22 – AUTOMOBILE ALLOWANCE AND LIABILITY COVERAGE

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the Authority, shall be reimbursed a sum equal to the federal rate as determined by the GSA and listed at the following website: www.gsa.gov/mileage provided that the employee used 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 required to use their personal automobile for the performance of Authority business shall be required to provide the Authority 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 reference mileage reimbursement.

23 – LEGAL SERVICES FUND

A. Effective January 1, 1997, the Employer contribution to the Union Group Legal Services Fund shall be \$7.00 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 United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia, or the Philadelphia Housing Authority, or its duly authorized officials.

4. 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.

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

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 Authority will 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 unit shall be Authority-wide, department-wide, program-wide, or, grant-wide at the discretion of the Authority.

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 and seniority, employees with unsatisfactory work performance shall be laid off first. Such employees shall be followed by the least senior employee with satisfactory work performance who shall be followed by the employee with the next to the least seniority with satisfactory work performance and so on.

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 Authority.

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.

B. Employees affected by layoff may have the opportunity to demote to a lower level position in the 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,**
 - b. A position in a class previously held by the Employee; or,**
 - c. Another position with a lower pay range deemed appropriate by the Authority.**

2. If all 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 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 notice of a layoff.

5. Employees who do demote to a lower level position under the provisions of his paragraph shall retain their right to recall to the higher position from which the layoff occurred as provided for in Paragraph A9 herein.

25 – ANNUAL LEAVE

A. Annual 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	1 ¼ day	15 days
More than 10 but less than 20 full years of service	1 2/3 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.

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

C. Two weeks after the close of each calendar quarter, employees shall be paid for any accumulated vacation leave in excess of seventy-five (75) days.

D. An employee who separates from employment shall be paid for unused accumulated annual 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.

26 - HOLIDAYS

A. The following shall be recognized as paid holidays:

- New Year's Day (Observed)
- Martin Luther King's Birthday (Observed)
- President's Day (Observed)
- Good Friday
- Memorial Day (Observed)
- Independence Day
- Labor Day
- Columbus Day (Observed)
- Veteran's Day (Observed)
- Thanksgiving Day
- Christmas Day (Observed)

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

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.

D. Employees who are required to work on a holiday shall be compensated as set forth in paragraph 15.

27 – 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.

28 – SICK LEAVE

A. Sick leave shall be earned by full-time employees at the rate of one and one-quarter (1 ¼) days per month. No employee may use such sick leave during the initial ninety (90) day probationary period of employment.

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

- 1. 30 years of service with the Authority, regardless of age; or,**
- 2. At least 10 years of service with the Authority 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.

C. 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.

29 – FUNERAL LEAVE

A. In the event of the death of an employee's father, mother, spouse, child, grandparent, grandchild, sister, brother, mother-in-law, and father-in-law, a three (3) day paid funeral leave shall be granted to such employee regardless of whether or not these relatives reside in a the home of the employee.

B. In the event of the death of an employee's blood relative, who at the time of death resided with the employee, a three (3) days paid funeral leave shall be granted to such employee.

C. In the event of the death of an employee's blood relative, who did not reside with the employee at the time of death, the employee will be granted one (1) day paid funeral leave.

30 – JURY DUTY

The Authority 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 Authority with a copy of the notice for jury duty and provided the Employee remits to the Authority any fees received by the Employee for said Jury Duty.

31 – COURT APPEARANCES

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

B. 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, annual or compensatory leave, or a leave of absence without pay in that order.

32 – MEDICAL LEAVE OF ABSENCE

A. Employees who have been employed by Authority for one (1) year or more, but less than ten (10) years, shall be entitled to four (4) months medical leave of absence without pay after they exhaust all annual sick leave benefits. Employees who have been employed by the Authority for ten (10) years or more shall be entitled to eight (8) months medical leave of absence without pay after they exhaust all annual and sick leave benefits.

B. In order to obtain a medical leave of absence, an employee must submit a written opinion from his doctor to Authority indicating diagnosis, treatment, and prognosis as to when the employee will be able to return to work. The Authority retains the right to obtain a confirming opinion from a physician of its choice.

C. 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 memorandum.

D. The employee must notify the Authority in writing two (2) weeks prior to his return to active duty of this intention to return and the employee shall be examined by an Authority appointed physician for verification of medical recovery prior to being permitted to return. Failure to notify the Authority will result in the employee being terminated.

33 – 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 a four (4) month duration. During the entire period of said leave, the employee shall receive no pay or other economic benefits. The Authority shall have the unlimited right to hire temporary employees for the full duration necessary to fill in for employees on such leave.

34 – LEAVE OF ABSENCE FOR UNION REPRESENTATIVES

Upon receipt of written advance notice, PHA 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 annual leave time.

35 – USE OF LEAVE

Employees are entitled to various types of leave under this Agreement, and/or PHA 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 Authority 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.

[2002-2008 Local 2187 MOA applied to Local 2186 via an MOU]

36 - PROMOTIONS

A. Promotions within the unit shall be awarded to the most qualified candidate based on the Authority’s assessment of fitness and ability. Among equally qualified candidates, seniority shall prevail.

B. For purposes of promotion, seniority shall be defined as the employee’s date of appointment to the Authority.

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

37 – 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 Authority 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. [2011-2014 Local 2187 MOA applied to Local 2186 via an MOU]

38 – 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. An employee shall be granted tuition reimbursement up to One Thousand Five Hundred (\$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 Authority;**
- 3. The course advances the Employee’s promotional opportunities with the Authority; and**
- 4. The employee passes the course.**

B. Reimbursement to the employee will be made by the Authority after it receives written proof that the employee has passed the course(s). In no event shall an employee receive more than One Thousand Five Hundred (\$1,500.00) Dollars in any fiscal year. The Authority shall promptly reimburse the employee.

C. The Authority 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 Authority 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.

39 – SAFETY

A. The Authority 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 Authority 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.

40 – 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.

41 – DIRECT DEPOSIT

All employees shall receive their paychecks by direct deposit.

42 – REDESIGNING GOVERNMENT INITIATIVE

(A) PHA agrees to initiate a two-year pilot program to foster greater labor management cooperation, to improve the delivery of public services, to achieve economics and the cost of such services, and to enable PHA workers to participate in decision-making concerning their jobs. This program shall be known as the Redesigning Government Initiative (“RGI”).

(B) To encourage full participation in this major initiative, PHA agrees that it will make best efforts to find vacant positions for employees in specific departments or work areas which have been identified as subject to the RGI process pursuant to paragraph (d) below.

PHA's efforts to find vacant positions is subject to the availability of positions for which the laid off employees are qualified within PHA. On a case by case basis and if the Union requests, PHA will also consider the possibility of limiting, or avoiding, contracting out of work for those specific projects which have been identified, by mutual agreement of the parties, as RGI projects.

(C) The RGI program shall be directed by a five (5) member coordination group (the "RGI Committee"). Two (2) members shall be designed by the Union. The representatives of the parties shall select the fifth member of the RGI Committee, who will be an independent authority on public service and labor management cooperation.

(D) The RGI Committee shall select up to three (3) mutually agreed specific functions or processes as the initial subjects of the program. These subjects may include both specific PHA units that have been considered for competitive contracting and/or more general labor management concerns related to the overall goals of the RGI. In each targeted area, the RGI Committee will determine the appropriate structure and composition of a labor management team. This team will evaluate a targeted work area or subject to identify areas where change can improve the competitiveness of PHA's workforce. Such areas could include, but not be limited to:

- Healthcare Cost Savings
- Review of Job Classifications and Compensation

(E) In implementing the RGI program, both PHA and the Union shall retain all rights provided by law, regulation, and the collective bargaining agreement. No matter addressed by the RGI Committee shall be subject to the grievance procedure contained in the collective bargaining agreement. Any disputes which arise over the implementation or administration of the RGI program shall be referred to the RGI Committee to develop mutually acceptable resolutions.

43 – 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 Authority.

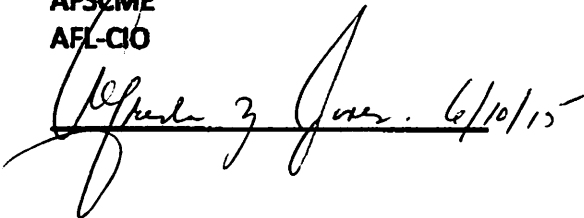
44 – ENTIRE MEMORANDUM

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 Authority 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 Authority 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 Authority 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 Authority 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 Authority and the Union or any employees.

45 – ACKNOWLEDGEMENT

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

FOR LOCAL 2186,
DISTRICT COUNCIL 47
AFSCME
AFL-CIO

 Stephen J. Jones. 6/10/15

FOR THE PHILADELPHIA HOUSING
AUTHORITY
