

DISTRICT COUNCIL 33

MUNICIPAL WORKERS UNION

AFFILIATED WITH

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES – AFL-CIO
PENNSYLVANIA AFL-CIO
PHILADELPHIA COUNCIL AFL-CIO

ERNEST GARRETT
PRESIDENT

"Philadelphia Works Because We Do"

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FRANCIS HALBHERR SECRETARY-TREASURER

OMAR SALAAM VICE PRESIDENT

Labor Day, 2021

Dear District Council 33 Member:

I am proud and excited to inform you that AFSCME District Council 33 has negotiated a historic three-year collective bargaining agreement with the City of Philadelphia. It took hard work on the part of our entire Executive Board over the course of several months to achieve what I set out to do when I ran for my position as Council President: win an excellent contract for our members which shows that the City values and appreciates our members' struggles to persistently serve the public in the face of dire threats to their own health and safety from an unprecedented worldwide pandemic in which millions of poor souls – including some of our own members - have perished. I ran for office because I felt the City had lost respect for our membership, and it was my pledge to all of you to do my best to make sure the City would not forget you anymore. As I've said many times, our members aren't some trash to scrape off someone's shoes. We are men and women as worthy of all the benefits of life, and of the advantages a good government job can bring, as every other City employee. Our children need the same health care and education as any firefighter's child; our families our entitled to enjoy leisure time and social and economic opportunities with us the same as any police officer's family; and we are entitled to the same respect for performing as important a job as any 47 WE ALL CONTRIBUTE TO THE BETTERMENT OF THE CITIZENS OF PHILADELPHIA, and no one will ever convince me that our members aren't entitled to the same kind of contract as is any member of any other City workers' union. I ran for this office to make sure you would no longer be left behind; and I promised to get you AN EXCELLENT CONTRACT.

Once elected, I made a solemn vow to carry through with my promises. I'm not a lip-service guy. The goal of fair and equal treatment for our members is an imperative. My job is to dispel any sense that District Council 33 members aren't worthy of the same basic human respect as anyone else. Once again: We are human beings entitled to the same advantages as other workers. If the City wouldn't or couldn't recognize that basic fact, I was determined to lead our members out on the strike you authorized at our General Membership Meeting several months ago.

Since our contract with the City expired June 30, I led our negotiations over the last several months to reach a new agreement. While some progress was made – especially in the area of wages – the City, I realized, still wasn't getting the message. Enough time had passed for

the City to respond to our goal of achieving fundamental justice for our members. By last Thursday, it was time to agree to a contract, or do what we have to do – go on strike. Those were the only two ways left to vindicate the basic human respect our members deserve.

Talks with the City dragged on all day last Thursday. The day of the biggest flood in the City's history, for 17 hours we pressed our negotiating stance with the City, with all the commitment, passion and logic that had characterized all our meetings with them since the beginning. Yet, late in the day, when we still were without a final agreement, I made this clear to them: We would continue to talk as long as it took – but only till tomorrow – Friday – when we would walk out of there with either the contract they knew we deserved, or in solidarity with our members in a general strike against the City of Philadelphia.

Shortly after that real and sincere message, the Mayor (who had been present at none of the negotiating sessions) called me on my cell. I stressed to him our needs – all of which we had explained to his negotiators for months – together with our timetable. That must have done some good: by 2 a.m. we finally had an agreement! After it was all written up, discussed and unanimously approved by our Executive Board, after 4 a.m. Friday morning we signed a 3-year contract that grants you the recognition you are entitled to for all your perseverance and hard work through perilous times – and at the same time making what I hope you will agree are historic strides in certain areas that are described in the Summary Sheet we have prepared for you.

One important example of the tremendous improvements won in this agreement is this. In addition to significant wage increases, the single most important issue in these negotiations, in our Board's opinion, had to be eliminating the exclusion of sick time from calculating hours for overtime entitlement on your 6th and 7th days. This rule was especially harmful to our many good hard-working members who are not sick abusers but who were legitimately sick – or whose child took ill - during the week, who volunteered for, or were even mandated to work overtime on the weekend. Where sick leave – which is a benefit you've earned that you're entitled to – is used to deny you the proper overtime payment, that's no fair or legitimate rule: it's simply one hand taking from the other. It's pure punishment. And it's cruel. In our talks with the City, I likened it to slavery – so much so that Deputy Mayor Rich Lazer and Mayor Kenney agreed with my fervent and consistent pleas that this rule, at the very least, had to be restricted and applied fairly – if not done away with entirely. And, by late Thursday evening, those pleas bore fruit: the City agreed, as part of the new contract, to do away with this horrible rule altogether! By the start of the coming fiscal year, July 1, 2022, sick time you take during the week NO LONGER will be excluded from calculating the number of hours you need to earn weekly (6th and 7th day) overtime! That huge concession by the City broke the logiam, leading to the final tentative agreement we signed several hours later. And I describe this contract as "historic" because it is rare indeed for a significant policy so harmful to our members to be eliminated altogether from a contract!

In deciding whether to approve this Agreement, then, I ask that you please carefully read through the important improvements we've won which are described in the Summary Sheet. We are also enclosing in this ratification packet the contract agreement itself for you to review.

Fighting for a good contract amid unprecedented social and political upheaval, a crippled world economy, and dire threats to our health and safety brought on by a once-a-century worldwide pandemic, was a difficult task. Your Executive Board's unity and commitment to achieving the goals we set at the beginning of this journey were inspiring and led to this victory. This contract truly reflects the City's respect and appreciation our members deserve for their many sacrifices and persistence in working hard for the citizens of Philadelphia. Thanks go to Mayor Kenney and Deputy Mayor Lazer for recognizing, understanding and then responding to many of the vital issues we raised in these negotiations, and for demonstrating — not merely through lip service, but by putting their words into action — that our members are just as vital to the task of providing needed public service to the citizens as anyone else.

The American Arbitration Association is conducting the member-ratification vote on our behalf. Your ballot and instructions on how and when to return it are enclosed in this packet. Please carefully read the enclosed Summary of Changes, and the Agreement itself, before you cast your vote. Only ballots mailed back (not hand delivered or sent by any other means) to AAA will be counted. They **must be received by mail** to be registered and tallied. The contract-ratification count will be conducted by AAA and will take place on Friday, September 24, 2021.

This contract is fair, because it demonstrates the City's recognition of all your hard work and the dangers you've endured over the years in simply doing your job of serving the citizens of Philadelphia through floods, hurricanes, pandemics and the other varied hazards our members encounter each and every day. The significant raises and many excellent improvements of importance granted by this new agreement signal the fundamental worth of every member of AFSCME District Council 33 as the equal of every other, and any other, City worker.

This contract achieves fundamental justice for our members. Please vote "YES."

ON BEHALF OF THE EXECUTIVE BOARD

IN SOLIDARITY,

ERNEST GARRETT, PRESIDENT AFSCME DISTRICT COUNCIL 33

TENTATIVE AGREEMENT

BETWEEN

THE CITY OF PHILADELPHIA AND AFSCME, DISTRICT COUNCIL 33

Scope: This Agreement applies to employees represented by District Council 33 including former Traffic Court employees, School Crossing Guards, but not employees who are eligible for interest arbitration. However, the Health and Welfare and Grievance Procedure provisions of this Agreement apply to employees who are eligible for interest arbitration and any interest arbitration panel shall not have jurisdiction to address issues related to Health and Welfare benefits, pension benefits, or the Grievance Procedure.

1. Term of Agreement shall be three (3) years – July 1, 2021 through June 30, 2024.

2. Health and Welfare:

- a. The City will increase its contribution to the DC 33 Health & Welfare Fund in an amount sufficient to stabilize the Fund going forward equaling \$1,500 per member enrolled in the DC 33 Health Plan per month effective in the first month following ratification of this agreement. The Fund will provide claims and other relevant data to the City to allow the City to confirm that the Plan expenditures will not exceed the City's contributions and required contributions from plan participants. The City and the Union will meet regularly, no less frequently than every 60 days to review expenditures and income for the Plan.
- b. The City will work with the District Council 33 Plan to satisfy the Plan's outstanding obligations to Aetna through a lump sum payment of no more than \$23 million within 30 days of ratification. There will be no other lump sum payments to the Plan for the duration of this agreement.
- c. The DC 33 Plan will continue to examine whether it will convert from its current structure with Aetna to a structure similar to that of other City-AFSCME plans whereby the City reimburses the Plan for an agreed upon percentage of claims and related expenses. If the DC 33 Plan does not convert to such a plan prior to July 2023, the parties agree to reopen the Health & Welfare provisions of this Agreement to determine if the DC 33 Plan could convert from its current structure with Aetna to a structure similar to that of other City-AFSCME plans whereby the City reimburses the Plan for an agreed upon percentage of claims and related expenses. The City and the Union will agree on the specific amounts of claim reimbursement required by the new structure. Modifications to the structure of benefits provided by the Plan will be reviewed and approved by the City before going into effect. In the event that the DC 33 Fund does not convert to a structure similar to that of other City-AFSCME plans, the City will continue its per member per month contribution to no more than \$1,500 per member per month provided that number is actuarially required by the Fund's claims expenditures to provide the same level of benefits to participants as exist at the time this agreement is ratified.
- d. Effective July 2023, new employees within the DC 33 bargaining unit will not be permitted to participate in the City Administered Plan. Employees hired into the DC 33 bargaining unit after the effective date of this agreement will only participate in the DC 33 Health Plan, regardless of their membership status in DC 33.
- e. Health and Welfare Orientation A program will be established to permit new bargaining unit members to attend a one-time orientation session to be offered by the Union.
 Employees will be permitted to combine their lunch hour with one hour of excused leave

time to attend a two (2) hour health care orientation session. The health care orientation sessions will be held on the second and fourth Tuesday of each month from 11:00 AM until 1:00 pm at the Union Hall. The Union will provide the City with the dates and times of all Orientation Sessions scheduled prior to the initiation of the program. Due to operational needs, any Department with more than one new hire, in any month, may select which session the employee may attend.

3. Wages:

- a. Effective July 1, 2021, there shall be an increase of 2.5% in each step of each pay range in the DC 33 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 33 pay plan.
- c. Effective July 1, 2023, there shall be an increase of 3.25 % in each step of each pay range in the DC 33 pay plan.
- 4. Job Classification Pay Adjustment Committee: The Parties will appoint a committee to evaluate other positions within the DC 33 bargaining unit for which additional pay shall be provided in accordance with CS reg #6.14.
 - a. The base salary for Laborers will be increased by one pay range as to recognize the changes in job duties effective 30 days after ratification.
 - b. The base salary for Sanitation Drivers (need CSC title) will be increased by the dollar equivalent of one-half (1/2) pay range as to recognize the changes in job duties effective 30 days after ratification.
 - c. The Sewer Maintenance Inspectors will be increased by the dollar equivalent of one-half (1/2) pay range to recognize the changes in job duties effective 6 months after ratification.

5. Wage Bonus:

- a. Effective 30 days after ratification, each employee will receive \$1,200 consistent with the parties' past practice.
- b. Crossing guards will be entitled to ½ of this bonus consistent with the parties' practice.

6. Uniform/Tool Allowances:

- a. The following classifications shall be included in the existing uniform allowances:
 - i. Radiographer and Mammographers in the Health department;
 - ii. Police Tow Truck Operators; and
 - iii. Painters I and II and Building Maintenance Mechanics in the Department of Public Property
- b. Tool allowance will be provided to group leaders and maintenance mechanics in the Department of Public Properties will be added to the tool allowance list.
- c. Annual Boot Allowance Voucher for Sanitation Laborers and Drivers in the Streets Department shall be increased to \$75 twice a year, for a total of \$150 annually.
- d. Sanitation employees will receive 5 summer shirts and 5 winter shirts from the Department.
- e. Effective in 2022, crossing guards will receive an increase in their uniform allowance in the amount of \$25.

7. Grievance Procedure:

- a. Complaints or allegations of discrimination or harassment on the basis of a protected category other than union affiliation/activity are under the purview/authority of the Employee Relations Unit ("ERU"). If a grievance is filed that includes an allegation of discrimination or harassment, all bases of the alleged discrimination or harassment must be identified on the face of the grievance (e.g., race, sex, disability, etc.). If a grievance alleges discrimination or harassment on the basis of a protected category other than union affiliation/activity, even if union affiliation/activity is only one of the grounds, the grievance will be forwarded to the ERU and held in abeyance until the conclusion of the ERU's investigation. Once the ERU issues a determination, the Union shall notify the Office of Labor Relations within 10 days of the date of the ERU decision whether it wishes to pursue the issue through the grievance process. If the Union elects to pursue the grievance process, the grievance may progress through the grievance process, except that if the subject matter of the grievance is submitted to any outside agency and/or court by any individual or entity, it may not progress through the grievance process. If the Union pursues the grievance process but the subject matter is submitted to an outside investigatory/enforcement agency and/or court at any point prior to the issuance of an award, the grievance will be withdrawn.
- b. The definition of grievance shall be modified as follows:

A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit against the Department or City regarding the interpretation or application of the provisions of this Agreement, except that no discrimination and/or harassment claim that has also been brought in any outside investigatory/enforcement agency and/or court shall be processed through the grievance process.

- c. When filing grievances at Step IV of the grievance process, the Union must include adequate information, including the underlying grievance documents. A Step IV grievance will be dismissed if the Union has not provided the City with adequate information to allow it to investigate the allegations within the grievance. If information is not provided within 30 days the grievance will be dismissed.
- d. In the event that discrimination/harassment claims go to arbitration, the parties will develop a panel of employment arbitrators to hear those claims. (The City will provide additional language on this proposal.)
- e. Within one year of ratification of the Agreement, the parties agree to replace the current Step V mediation process with third party mediators provided by the state. The mediation process must be agreed to by both parties. The parties agree that neither party will be represented by attorneys during mediation.
- f. Settlement Agreements: The Union will deliver copies of all settlement agreements signed by the grievant, if applicable, and the Union to the Office of Labor Relations. The agreement shall be signed by the Office of Labor Relations within ten (10) working days of delivery. A fully-executed copy of the agreement shall be delivered to the Union within three (3) working days after being signed. The City shall have 90 days to implement the terms of any settlement agreement, however the time shall not begin to run until the executed settlement agreement is delivered to the Union. Delivery may be effectuated by email. Upon request, the Office of Labor Relations shall provide status updates to the Union regarding payment of settlements.

8. Redesigning Government Initiative 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 9 participants from the Union and from the City.

9. Sick Leave:

- a. Employees on the Excessive Use of Sick Leave list shall earn sick leave at half the regular rate until they have been removed from the list.
- b. Effective January 1, 2022, employees shall be placed on the Excessive Use of Sick Leave list after using five (5) uncertified days or the equivalent of 37.5 hours in full or partial day increments in any twelve (12) month period. Employees will receive notification after three (3) uncertified days or the equivalent of 22.5 hours.
- c. Employees who are on the Excessive Use of Sick Leave list and use uncertified leave shall be precluded from working voluntary overtime for a period of thirty (30) days following their return to work.
- d. Pattern absences that include certified or uncertified absences may be subject to discipline. Examples of pattern absences include, but are not limited to: four certified or uncertified unscheduled call outs before and after days off within a six month period; or four certified or uncertified unscheduled call offs on the weekend within a six month period.
- e. All employees shall be required to call out one hour before the start of their shift.

10. Holidays:

- a. Juneteenth will be added to the list of recognized holidays.
- b. Columbus Day will now be recognized Columbus Day/Indigenous Peoples Day

11. Administrative Leave Day:

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

12. Performance Management:

In the absence of a timely annual performance evaluation, an employee shall be presumed to have had an overall rating of satisfactory for eligibility to compete in an examination and to receive an earned step increment. This provision does not negate management's ability to file a performance report for the period in question within ninety (90) days of the due date. Any such performance report shall be effective on the date in which that performance report is filed with the Office of Director of Human Resources.

13. Overtime:

- a. The overtime cap for employees whose annual pay rate is between the maximum rates of pay range 17 and 24 shall be eliminated and employees shall earn overtime at their regular rate of pay. The Union agrees that this provision will resolve any grievances related to this issue and agrees that it will not file a demand for arbitration in any grievance related to this issue for the Group Leaders at the Airport.
- b. The City will add to the existing contractual restrictions on mandatory overtime: The City will not mandate overtime in such a way that requires an employee to work six consecutive days a week for more than two consecutive weeks.

c. Effective no later than July 1, 2022, the City agrees that sick time will not be excluded from hours worked for purposes of calculating weekly overtime.

14. Airport meal vouchers:

The amount of a meal voucher will increase to \$15. The current system of paper meal vouchers may be replaced during the life of this Agreement, and any new system will provide for a meal amount of at least \$15. The City will meet and discuss this new system with the Union before implementation and this will satisfy any bargaining obligation.

15. Work Schedules:

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 short-term deadlines or unusual circumstances as determined by the Mayor's Office or Managing Director, provided that employees are given at least twenty-four (24) hours' notice of the change. Where emergency circumstances arise as determined by the Mayor's Office or Managing Director, 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.

16. 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.

17. Clearances:

The City will pay for renewal FBI, child abuse, and criminal clearances for School Crossing Guards.

18. Change Of Work Status

a. The City may temporarily place volunteer employees in a non-pay, non-duty status because of lack of work or lack of funds or other economic reasons as determined by the Finance Director. 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.

19. New Hires:

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

membership dues and an annual assessment, if any, in accordance with the following terms:

- i. Authorizations will be sent by the Union via email, as PDF attachments, to the accounts authorized by the City. Preferably, individual authorizations should be submitted separately; however, if more than one authorization is included in the same submission, a summary (e.g., spreadsheet or other listing) will accompany the submission and enumerate each authorization.
- 20. Pagers: Fire Equipment Dispatchers in the Fire Department will no longer be required to carry pagers without being considered on standby time or on call as outlined in the CS regulations.
- 21. Vacation Sell 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 40 days to sell back vacation. Vacation sell backs can only occur during the timeframes established by Finance.

22. Sick Leave Specific Donation:

The sick leave donation procedures in the 2016-2020 MOA will be amended to allow a DC33 member to donate leave time to another DC33 member regardless of the employees' rates of pay. All other eligibility requirements shall remain in effect.

- 23. Paystubs
 - a. By July 1, 2022, the City will modify or supplement employee paystubs to include an explanation for retroactive and/or supplemental payments.
- 24. Emergency Work: The DC 33 Weather Emergency Essential Personnel Compensation Policy will be renamed the DC 33 Emergency Work Policy.
- 25. SIDELETTER Comp Time for Shift Workers In The Water Department: The parties will agree to a side letter on this issue.
- 26. SIDELETTER Medical Office staff members can take the rest of the day off if they encounter an immediate family member has died in the line of business.

27. SIDELETTER The Union will be given the opportunity to present for up to one hour at departmental new hire orientations where they exist.

FOR THE CITY/

FOR THE UNION

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AFSCME DISTRICT COUNCIL 33 AND THE CITY OF PHILADELPHIA 2021-2024 COLLECTIVE BARGAINING AGREEMENT SUMMARY OF SIGNIFICANT CHANGES AND IMPROVEMENTS

This Proposed Agreement grants you many significant improvements, including:

- (1) Three-year term.
- (2) Wage Increases: 2.5% effective July 1, 2021
 3.25% effective July 1, 2022
 3.25% effective July 1, 2023
 This amounts to 9% over 3 years (9.27% compounded).
- (3) An additional **One Pay Range** adjustment paid to all **Laborers**, and a **one-half pay range adjustment** for **Sanitation Drivers**. And at the City's insistence, rather than be considered by the joint committee, an additional group, **Water Sewer Maintenance Inspectors**, will receive a **one-half pay range** increase in 6 months.
- (4) A Joint Committee will **immediately** begin to **evaluate other positions** to determine who may be entitled to **additional increases** due to newly-developed burdens, changed circumstances and dangers of their particular jobs.
- (5) **Cost of Living Adjustment (COLA)** of \$1200 payable within 30 days of ratification (one-half of that amount for School Crossing Guards and other part-time workers).
- (6) Our **Health & Welfare Fund** will receive a \$23 million dollar lump sum payment from the City, and the monthly payments to our Fund also will increase by over \$300 per member per month to \$1500. We also have promised to continually evaluate and put into effect better ways to provide you with the best health care we can. Beginning 2023, all **new employees** in the unit will be covered by our Plan (presently new hires are covered only for the first six months unless they join the union).
- (7) Sick leave used during the week will **now be counted** as part of hours worked for purposes of calculating **weekly overtime**.
- (8) All employees will be entitled to **one additional AL Day**. This reflected the Mayor's acknowledgment of additional days which are of importance to groups of our members such as the Muslim holidays of Eid al-Fitr and Eid al-Adha which members can celebrate using the added AL Day and which we will continue to fight to add as paid holidays in the next contract. **Juneteenth** will now also be recognized as a paid holiday.
- (9) **Paid parental leave of up to 4 weeks** will be granted to fathers and mothers for the birth or adoption of a child.
- (10) Changes to the **grievance process** including **mandatory mediation** by an outside mediator to make the process faster and more effective.

- (11) All grievance settlements must be implemented within 90 days.
- (12) Elimination of the overtime cap for employees in Pay Ranges 17-24.
- (13) Employees without a timely annual **performance report** will be considered to have a rating of "**Satisfactory**" for purposes of promotion and earning step increases.
 - (14) The City will no longer mandate overtime on a third consecutive Saturday.
- (15) The **Sick Leave Abuse List** will be toughened. Beginning January 1 of next year, employees with **5** uncertified occurrences will be placed on the List. They will **earn half** the regular rate of sick time earned. And after each occurrence, employees on the list will be disqualified from working voluntary **overtime** for **30 days**. Pattern absences are also described, and **all** employees who call out sick will have to do so at least **one hour** before the shift starts.
- (16) Shifts and schedules can be changed, on 24 hours' notice (8 hours in emergencies), for **no more than 10 days** to meet short-term deadlines or unusual circumstances as determined by the Mayor's Office or Managing Director (NOT Commissioners).
- (17) Increases in School Crossing Guards' uniform allowance, payment will be made of their three required security clearances, additional positions entitled to uniform and tool allowances, and increased boot allowances for Streets Laborers and Drivers. Fire Dispatchers required to carry pagers will now be put on standby or on call time as appropriate.
 - (18) Airport pay vouchers increased to \$15 per meal.
- (19) **RGI layoff protection** (contracting out will not result in layoffs or demotions) will be continued, and the RGI **Committee**'s role will be strengthened.
- (20) To avoid possible layoffs, employees will be able to **volunteer** for **short-term non-pay**, **non-duty status**, which will not be treated as a separation from service but as a **leave of absence without loss** of **health coverage**.
 - (21) Sick leave specific donations can now be made regardless of employees' pay rates.
 - (22) Members with 40 vacation days on the books can sell back up to 10 days each year.
 - (23) Pay stubs will now contain clear explanations of retro or supplemental payments.
- (24) The Essential Employee Weather Policy (entitling essential workers to a comp day) will now apply to **all emergencies** when the City is shut down while **essentials** are required to work.

And, if you read through the contract agreement itself, you will see more benefits in addition to the numerous improvements – many of great significance – described in this list.

Note to all Correctional employees: Please see the enclosed Special Notice addressed to you.