

AFSCME DISTRICT COUNCIL 33

2025 CONTRACT DEMANDS

TO THE CITY OF PHILADELPHIA

FEBRUARY , 2025

Introduction

AFSCME District Council 33 hereby submits to the City of Philadelphia the following contract demands for the collective bargaining agreement to be effective July 1, 2025. In submitting these demands, District Council 33 reserves the right to amend, supplement, modify, or otherwise change or add to these demands, in whole or in part, at any time during negotiations. These demands and those made in the future are without waiver of or prejudice to any of the existing rights of the Union or employees under the law or the collective bargaining agreement.

Purpose of These Proposals

These proposals reflect the Union's intent that our Collective Bargaining Agreement must vindicate the expectation of all City workers that they are entitled to the respect properly due to all those who faithfully provide valuable services to the citizens of Philadelphia, regardless of weather, pandemic, threats to their health and safety, and other adverse conditions they face each and every day. Performing hundreds of different jobs, our members all contribute equally to the varied services provided the citizens of the City. Our work is diverse, and each and every job fills a vital role in serving the public. And our responsibilities are just as valuable and no less important than the jobs done by the members of the other City Unions. All of our work, in equal ways, benefits the City and the public we serve.

Our contract should reflect that reality. No City Union deserves a bigger piece of the pie than does any other. No one can say that the job of any District Council 33 member is any less important, in serving the citizens, than the jobs of other unions' members. All City work commands the respect of every citizen. Work our members do is just as worthy as the work done by members of the FOP, Firefighters and DC47. Our children deserve the same education and medical care as children of members of other unions. Our medical costs are the same as medical costs police officers pay. Our children need the same medicine as any firefighter's child. Families of DC33 members deserve to be as healthy as families of any DC47 member. District Council 33

is justifiably proud of the valuable services all our members provide, collectively, to the public. Our partnership with the City is no less vital than the partnerships the City shares with the FOP, the Firefighters, and DC47. All of us contribute, in different but collectively equivalent ways, to the important work the City does for all the people of Philadelphia.

Why then should we be left behind?

Our members' work confers as much dignity on us, and is as important to the public, as the work other municipal workers perform. District Council 33's members contribute as much blood, sweat and tears as does anyone else. As we have often said: *We all make the City work.*

Our contract must reflect that reality. Our last two negotiations began to level the playing field. Our extension agreement memorializes both sides' commitment to working together to continue that quest. We will work with the Parker Administration to achieve this goal. DC33 members have tirelessly and selflessly worked to serve the public through the pandemic, and this Contract must compensate our members for those valiant efforts on the City's behalf. Our members deserve not just a fair contract. We deserve an excellent contract!

These proposals reflect our intent that our Agreement will further the shared goals of our partnership with you, and will help our members achieve the respect and dignity we deserve for the vital and diverse work we perform.

Contract Demands for 2025 – 2028

1. Term of Agreement

This Agreement shall be effective July 1, 2025 through June 30, 2028.

2. Health & Welfare

The current Health & Welfare Plan shall be continued, with the following improvements:

a. Consistent with its pledges in the past that the City will not allow any bargaining unit member's Health & Welfare coverage to lapse, the City shall pay the full cost of medical, prescription, dental and optical benefits for all members.

b. The monthly contribution rate currently made by the City shall continue through June 30, 2026. Effective July 1, 2026, the contribution rate shall be increased to \$1700 per member per month.

c. The City shall make retiree health care contributions for six years.

d. Surviving family members of employees who die in the line of duty shall receive lifetime health benefits.

3. Wages

Employees in the bargaining unit shall receive wage increases of 8% effective July 1, 2025, 8% effective July 1, 2026, and 8% effective July 1, 2027.

4. Pandemic Pay

To reflect our members' valiant and faithful efforts, in the face of constant threats to their health and safety, to provide services needed by the citizens of the City throughout the pandemic, all employees shall in addition to the wage increase be paid within thirty days of ratification a pandemic bonus of \$5000, for employees who continued to work on site throughout the pandemic; \$3000 for employees who worked a hybrid schedule for some periods and fully on-site for other periods during the pandemic; and \$2500 for employees who worked a hybrid schedule throughout the pandemic. Part-time employees shall receive a prorated bonus consistent with past practice.

5. Cost-of-Living Increases

To prevent our members falling further behind due to inflation, in addition to general wage increases, each July 1 all workers will receive cost-of-living increases equivalent to the percentage increase in the prior 12 months' Cost of Living Index, Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100), for the Philadelphia Region as compiled by the BLS.

6. Hiring and Retention Bonuses

Any hiring or retention bonus paid by the City to attract new employees or retain current employees shall be paid to all current employees in similar job classes.

7. Essential Workers

a. This group of proposals relates to employees who are required to work during a City-wide or other emergency (when most services are shut down for all or portion of a day), who are referred to as essential workers.

b. Essential employees will be identified and designated by each Department. The Union will be notified of all designations or changes in designations of essential employees.

c. Essential workers will be given appropriate identification, including badges of similar items, and any licensing or permits required by the Commonwealth, at the City's expense.

d. Essential workers so identified shall be paid an additional \$2,000 per year.

e. Workers' Compensation/IOD coverage shall be extended to traveling to and from work for essential workers during such periods of emergency work.

8. Job Evaluations/Pay Rates

a. Environmental Duty Pay, or Hazard Pay, shall be established for positions determined to be especially worthy of such pay due to the nature of the employees' jobs, the conditions to which they may be exposed, and other relevant and notable factors.

b. The established Joint Committee to address pay inequities and to determine new pay ranges for specified jobs will continue with its work until all inequities are addressed and resolved.

c. While all job classifications are under consideration, the parties have identified the following which, at a minimum, should be actively considered by the Committee:

- ☐ Semiskilled Laborer
- ☐ M.E.M. 1 + 2
- ☐ I.P.M
- ☐ Water treatment plant operator
- ☐ Water treatment plant operator crew chief
- ☐ Equipment Operator Positions (H.E.O.1, H.E.O.2, E.O.1, E.O.2)
- ☐ Distribution repair worker
- ☐ Water operation repair worker
- ☐ Distribution crew chief
- ☐ Sewer maintenance crew chief
- ☐ Labor crew chief
- ☐ Interceptor worker 1 and 2
- ☐ Emergency distribution repair worker
- ☐ Field service representatives
- ☐ Utility representatives

- ☐ Automotive Maintenance Technician 2 (Heavy duty - mechanical and body)
- ☐ Automotive Maintenance Technician 1 (mechanical and body)
- ☐ Automotive Storage Workers
- ☐ Automotive helper
- ☐ Police tow operator
- ☐ Police tow operator supervisor
- ☐ Legal services clerk
- ☐ Fingerprint specialist 1 and 2
- ☐ Custodial worker 1 and 2
- ☐ Medical Assistant
- ☐ LPN
- ☐ EFDA (Expanded Functional Dental Assistant)
- ☐ Mammographer
- ☐ Custodian
- ☐ Forensic Technician
- ☐ Forensic Investigator
- ☐ Departmental Workers
- ☐ Pharmacy Technician
- ☐ Municipal Guards
- ☐ Radiographer
- ☐ Lead Assessor

- ☐ Vector Control Worker
- ☐ Air Pollution Specialist
- ☐ Painter 1 and 2

d. The parties agree that pay ranges below Pay Range 7 should be abolished. Employees currently in those pay ranges should be increased to PR 7 or above as appropriate.

e. Employees working as trainers of other employees and interns will be paid one pay grade above their normal pay grade.

f. General Department workers shall be eligible to apply for promotion to Custodial Worker 2 and Crew Chief positions.

g. To increase upward mobility, all pay ranges shall add an additional step.

9. One Philly

a. Employee overpayments shall be recouped at no greater than \$25 per pay.

b. Payments made after the normal 72-hour turnaround time to fix paycheck discrepancies shall be made with interest at the legal rate of 6% per year.

c. In addition to the information currently contained on employee pay stubs, the pay stub must state the employee's hourly rate of pay.

10. Contracting Out

a. The city shall not contract out any work performed by members of this bargaining unit.

b. The parties recognize and agree the RGI Committee must be an effective tool to achieve the goals of the RGI Program. To the extent that is not being accomplished, training and other assistance will be provided so that both sides make full use of the procedures and remedies provided by RGI.

c. To insure the RGI Committee is apprised of all plans or developments raising issues that fall within the RGI Committee's purview, the City will notify the Union within one week of any such development which involves any subject matter this Agreement empowers the Committee to address, so that the Union may determine whether the matter warrants convening the Committee to address it.

11. Employee Levels

a. No member of this bargaining unit shall be laid off during the term of this contract.

b. All vacant positions within the bargaining unit shall be filled as quickly as possible, and in no event later than one year after ratification of this Agreement.

12. Sick Leave

a. The previous schedule for placing employees on the Sick Abuse List which was in effect before implementation of the current Agreement shall be reimposed. Furthermore, the provision regarding pattern absenteeism shall be eliminated.

b. In no event shall a scheduled Doctor's visit be regarded as a violation of the Sick Leave policy.

c. Sick leave may be used without charge to the employee's account for up to two hours for documented doctors' visits.

d. Payout of unused sick leave of all employees, including those enrolled in DROP, who die while in active service shall be made to the employees' family.

e. The notice provided to employees notifying the employee of the danger of being put on the sick abuse list shall be delivered in person to the affected employee and its contents shall be fully explained by a supervisor or manager who has sufficient knowledge of the policy so it is understood by the affected employee. The original shall be given to the employee and a copy kept in the employee's file.

f. The notice placing the employee on the sick abuse list shall be given to the employee, and a copy kept in the employee's file.

g. A copy of any sick note submitted by an employee shall immediately be provided to the employee, date- or time-stamped indicating its receipt, and a copy shall be kept in the employee's file.

h. Employees erroneously placed on the sick-abuse list shall, upon discovery of the error, immediately be removed from the list, shall not be harmed or impaired with regard to any term or condition of employment which may be affected by being on the sick-abuse list, and shall immediately be made whole for any losses suffered as a result of being improperly placed on the sick-abuse list.

i. Sick leave conversion upon retirement shall be increased from a one-for-three ratio to a one-for-two ratio.

13. Residency

As has been done for other City Unions, eliminate the Philadelphia residency requirement while continuing to require Pennsylvania residency, for employees with over 5 years' service.

14. Pension

a. Thirty days following ratification of this Agreement, all employees not currently in Plans J or Y shall have the right, at their option, to participate in Plan Y.

b. Eligibility for normal retirement age shall be age 55 for employees with 20 years of service.

c. Employees with at least 30 years' service shall be eligible to enroll in DROP regardless of age.

d. Payment of pension benefits to retirees shall commence no later than 60 following the employee's having submitted the pension application and any supporting information the employee is required to produce. Should payment not be made until after that deadline has passed, the benefit will include payment of legal interest at the rate of six percent per annum.

15. Holidays

a. The Muslim holidays of Eid al-Fitr and Eid al-Adha will (as they have been by the School District of Philadelphia, and as recommended by City Council) be added as paid holidays.

b. To enable them to perform their civic duty, employees will also be entitled to paid holiday leave to vote on Election Day.

c. Should the school to which a School Crossing Guard is assigned be closed for a religious holiday on the Guard's normal work day, the Crossing Guard shall receive holiday pay regardless of whether the holiday is designated as such by this Contract.

16. Funeral Leave

a. Change the name of this benefit to Funeral/Bereavement Leave, to more accurately reflect the nature and purpose of the benefit.

b. Increase leave available for this benefit for the first grouping of relatives to five days.

c. Permit employees to use at least one day as paid bereavement leave, eliminating the requirement that the employee attend the funeral. This enables employees to grieve for their loved one if they are unable to attend the relative's funeral – for example if the funeral is held in a faraway state or foreign country.

d. Funeral/bereavement leave shall be granted in full, regardless of when the funeral is held. For example, an employee's cousin's funeral held on a Saturday or other regular day off will not deprive the employee's taking bereavement leave on the work day closest to the funeral or the cousin's date of death, as deemed most appropriate by the employee.

17. Life Insurance

a. The life insurance benefit provided to employees shall be increased to \$35,000.

b. The City shall provide retirees a \$12,000 life insurance benefit.

18. Legal Services

The City shall contribute to the Legal Services Fund at the rate of \$20.00 per employee per month.

19. Longevity Increments

Longevity pay shall be increased by \$400 at each stage of the pay schedule.

20. Overtime Cap

The overtime cap for workers at Pay Range 25 or above shall be administered in accord with the Fair Labor Standards Act.

21. Annual Administrative Leave Day Conversion

Employees shall have the right to convert any unused Annual Leave Days each year to Vacation Days for use in subsequent years.

22. Credential Pay

a. Credential Pay available under Regulation 6.31 shall be restored, and made permanent and not revocable.

b. Employees shall be reimbursed for CDL licensure, if CDLs are required for their jobs, and for licensures or certifications in the Health Department for the positions of Licensed Practical Nurse, Medical Assistant, Mammographer and Expanded Functions Dental Assistant.

c. Employees will be reimbursed for the cost of obtaining a required Security Identification Display Area (SIDA) badge.

23. Uniform/Clothing Allowances

Employees represented by Locals 403 and 427 shall receive quarterly clothing allowances of \$300. Employees represented by Local 488 shall receive a semiannual clothing allowance of \$500. Employees represented by Local 1956 shall receive an increase in their allowance \$500 per year.

24. Tool Allowance

Increase the annual tool allowance to \$2000 for eligible employees.

25. Snow Duty

Employees assigned to perform snow or ice removal duty (including employees involved in equipment maintenance duties) shall be compensated two pay grades above their normal pay grade for all time spent performing snow/ice duty.

26. Security Checks

For purposes of computing latenesses, a five-minute grace period will be added for employees who are required to enter work through a security check.

27. Flex Time

The determinations of the recently-established flex time committee shall, upon agreement of a majority of the Committee, be promptly implemented.

28. Discipline

All infractions shall have a one-year reckoning period, unless individual Departments apply shorter periods for specific offenses. The infraction will

be removed from the employee's personnel file within a reasonable time after the one-year period.

29. Grievances

a. Any relief, monetary or otherwise, agreed to by the parties or ordered during the course of the grievance and arbitration process shall be implemented no later than 30 days from the date of the agreement or order. Extensions of this deadline must be agreed to in writing by the parties. Interest will be paid, at the legal rate of 6%, on all monies which are paid beyond the 30-day deadline.

b. The Mediation Step agreed to in the 2021 Contract will be made a permanent step of the Mandatory Grievance Procedure. Any pending grievance, if not already submitted to mediation, shall be submitted to mediation upon the Union's request.

c. Should the City, absent the agreement of the Union, fail to respond at any step of the grievance procedure within the time period permitted by the Contract for rendering a response, the grievance shall be deemed granted. The relief demanded by the grievance in such a situation shall be implemented in accord with subparagraph a. of this proposal.

30. Civil Service Commission Hearings

Civil Service Commission Hearings involving dismissals will be held within sixty days from when the appeal was filed.

31. Civil Service Examinations

One point shall be added for each five-year increment of an employee's service for purposes of scoring Civil Service examinations.

32. Training Programs

a. The City shall contribute \$250,000 per year for training and educational programs, to be administered by a newly-established jointly-administered District Council 33 Training Fund.

b. In order to encourage all city employees to (1) take courses that are related to their job or any job within the Department they work for, or (2) to receive post-secondary degrees, the City of Philadelphia will institute a comprehensive tuition reimbursement program. Employees enrolled in this program will be eligible for tuition reimbursement of up to \$1,000 annually.

33. IOD Committee

The parties agree the IOD Committee should meet and perform their work on at least a bimonthly basis.

34. Stress Pay

Certain neighborhoods and areas of work present unusual hazards to workers who must do their jobs there. An example is the Kensington area where recent drug sweeps and other activities have been implemented on an

intensive and accelerated basis. Employees involved in such special assignments, including employees in the Streets, Health and other Departments, shall, while employed in those assignments, receive stress pay in the amount of an added \$5 per hour.

35. Municipal Services Bills

City employees with a satisfactory performance appraisal and who are not on the Sick Abuse List, and who are current in paying their water and real estate tax bills, will receive reimbursement of 10% of the employee's annual water bill.

36. Water Department

As a side letter, avenues for lateral movement and promotional opportunities will be developed for members of the Emergency unit and Emergency Water Distribution Repair Workers to advance into other units, including Customer Service, Meter Shop and Delinquency and Restoration. In addition, grass cutting work will be restored to the bargaining unit.

37. Union Rights

a. A bulletin board shall be available at every job site, to allow the union to post notices and documents related solely to union business.

b. There shall be no restriction on employees' right to wear union pins, insignia or clothing. These may not unduly interfere with any City-prescribed work clothes or uniforms.

38. Airport Meal Voucher

The amount of the meal voucher for airport employees will increase from \$15 to \$25.

39. School Crossing Guards Comp Day

School Crossing Guards, who, before other employees were awarded that day as a paid holiday had previously had the day after Thanksgiving as a paid day off, shall be entitled to an additional 4 hours of compensatory time.

40. Most Favored Nations

If, during the term of this Agreement, the City grants, through negotiation, arbitration or otherwise, any terms or conditions of employment to members of other bargaining units that are more favorable than the terms contained in this Agreement, those more favorable terms and conditions shall be applied to all members of the District Council 33 bargaining unit.

41. Prior Arbitration Awards and Agreements

Except as expressly agreed upon, all provisions of prior agreements, side-letters and awards remain in full force and effect.