

CONSOLIDATED AGREEMENT

Between

THE PHILADELPHIA HOUSING AUTHORITY

and

**THE BUILDING AND CONSTRUCTION TRADES COUNCIL
OF PHILADELPHIA AND VICINITY**

April 1, 201922

to

March 31, 202227

Table of Contents

	Page
1. Recognition.....	1
2. Bargaining Unit and Filling Vacancies.....	1
3. Union Membership and Dues Checkoff	3
4. Duties and Promotions.....	5
5. Seniority.....	5
6. Layoff and Recall	7
7. Probationary Period	7
8. Discharge and Discipline	8
9. Wages	9
10. Shift Differentials	12
11. Temporary and Provisional Employees.....	12
12. Sick Leave	14
13. Medical Insurance.....	16
14. Life Insurance	16
15. Inoculations.....	17
16. Jury Duty	17
17. Use of Automobile.....	17
18. Bereavement Leave	18
19. Performance Evaluations	18
20. Personnel Files.....	18
21. Grievance and Arbitration Procedure	19
22. List of Hospitals and Job Injuries	20
23. Tools Machinery and Facilities	21
24. Steward Recognition.....	23
25. Foreman	24
26. Overtime	24
27. Work Classification	25
28. Call-In-Pay.....	25

29.	Emergency Closings	26
30.	Weekly Paydays.....	26
31.	Subcontracting	27
32.	Transfers	27
33.	Security	27
34.	Heat at Scattered Site Units	28
35.	Renewal of Engineer’s License	28
36.	Joint Labor Management Committee	28
37.	Training.....	28
38.	Information Provided to Employer	29
39.	Work Rules and Policies.....	29
40.	Vacations	29
41.	Hours of Work	30
42.	Senior Mechanics.....	31
43.	Painters	31
44.	Holidays and Personal Days	31
45.	Legal Services Plan.....	32
46.	Retirement Plans	33
47.	No Strike or Lockout	35
48.	No Discrimination	35
49.	Management Rights	35
50.	Consolidated Agreement	36
51.	Terms of Agreement	36
52.	Severability	37
	ADDENDUM A	39
	TO MEMORANDUM OF AGREEMENT	39
	HOURLY RATES	39

This CONSOLIDATED AGREEMENT, hereinafter “Agreement,” is made and entered by and between THE PHILADELPHIA HOUSING AUTHORITY, hereinafter called the “EMPLOYER,” and the BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY – affiliated with the AFL-CIO, hereinafter called the “UNION” or “BCTC.”

The term of Agreement shall be three (3) years beginning April 1, 2019~~22~~22, and expiring on March 31, 20~~22~~27.

1. Recognition

EMPLOYER recognizes BCTC as the sole and exclusive collective bargaining agent for all of its maintenance employees for the term of this Agreement and any extension hereof.

2. Bargaining Unit and Filling Vacancies

(a) EMPLOYER recognizes affiliates in good standing with BCTC as a referral agency for the employment of maintenance employee classifications.

(The classifications set forth in Addendum A constitute the existing employee classifications for skilled and semi-skilled maintenance employees. In the event that these classifications are revised or enlarged, this Agreement is intended to cover such revised or enlarged classifications.)

(b) EMPLOYER agrees to request UNION to furnish the EMPLOYER with personnel who in the sole judgment of EMPLOYER are competent and satisfactory for any vacancies or when additional employees are needed in the foregoing maintenance employee classifications.

(c) UNION agrees to furnish competent and satisfactory personnel to EMPLOYER within five (5) working days of receipt of request from EMPLOYER for such personnel. If UNION fails to comply with this provision, EMPLOYER reserves the right to hire employees of its own choosing from any source.

(d) The foregoing provision requiring UNION to furnish personnel within five (5) working days of receipt of request from EMPLOYER shall not apply to temporary maintenance employees hired under the provisions hereinafter set forth in Article 11 of this Agreement.

(e) If the job vacancy is that of a Maintenance Aide, or higher, the EMPLOYER shall post notices advertising said vacancy. EMPLOYER-wide seniority along with fitness and ability shall be governing factors for selection. All things being relatively equal, seniority shall prevail.

(f) **PHA may maintain a qualified applicant pool for Maintenance Mechanic vacancies. The pool may be used to fill Maintenance Mechanic vacancies for up to 1 year after a posting a notice advertising a vacancy under Article 2(e). Once a qualified applicant pool is established, PHA will fill Maintenance Mechanic vacancies without reposting the vacancy or seeking new referrals from Local 32BJ, until said pool is exhausted or the 1 year expires. Once a qualified applicant pool is exhausted, PHA will seek a referral from Local 32BJ for the next Maintenance Mechanic vacancy. In the event Local 32BJ is unable to provide a qualified candidate (as determined by PHA in its sole discretion pursuant to Article 2), PHA**

will post the job opening and may establish the next qualified applicant pool under this paragraph.

3. Union Membership and Dues Checkoff

(a) EMPLOYER agrees that employees who are retained in its employ after the first thirty (30) days of employment may become members in good standing of the applicable craft union covering the work of such employees, affiliated with the UNION. All persons hired by the EMPLOYER, if not a member of such applicable craft union at the time, may, if retained after thirty(30) days, apply for membership in that craft union and shall be accepted as members thereof without discrimination in any respect including initiation fees or dues, and UNION agrees that such employees will be accepted into membership by the said applicable craft union on the same terms and conditions under which other applicants for membership are accepted in said applicable craft union.

(b) For those employees who are Union members, the EMPLOYER agrees to deduct monthly from the first pay received by each employee in each month the membership dues (which includes initiation fees and assessments) of the applicable craft union, and remit same to such craft union within ten (10) days after the date of the paycheck from which the deduction is made. There will be no refund of dues by the EMPLOYER because employee withdraws from the particular craft union.

(c) The foregoing is conditioned on the particular craft union obtaining and delivering to the EMPLOYER for each such employee an assignment in writing in the form approved by the EMPLOYER, authorizing the EMPLOYER to make such

deduction, which assignment shall not be irrevocable for more than one (1) year, or the term of this agreement, whichever is sooner.

(d) EMPLOYER agrees, in the manner agreed upon between the EMPLOYER and such local, to deduct from each weekly pay due to employees who are members of Local 332, Laborers Union, and who authorized such deductions on forms acceptable to EMPLOYER, the sum of two and one-half (2-1/2) cents for each hour worked by each such employee during the week for which such pay is due and to remit the same monthly to said Union.

(e) **EMPLOYER agrees to deduct from the weekly pay due to EMPLOYEES who are members of District Council 21, Painters, Glaziers, and Drywall Finishers, and who voluntarily authorize such deductions on forms acceptable to EMPLOYER, an amount specified by the EMPLOYEE on said form(s), and to remit that amount weekly to District Council 21, for the purpose of funding a “Vacation Club” for the EMPLOYEE. These deductions shall be deducted on a post-tax basis.**

(f) The EMPLOYER shall provide the UNION with a list of members on or before March 31st of each year.

(g) The UNION shall notify the EMPLOYER within fifteen (15) days of any change in the amount of dues to be deducted.

(h) The UNION will indemnify, defend, and hold harmless the EMPLOYER from any liability and for the cost of litigation from any claims instituted against EMPLOYER arising out of or related to the operation of Articles 2 and/or 3.

4. Duties and Promotions

(a) The EMPLOYER shall have the sole right to determine the number and classification of the positions of its employees. The duties and responsibilities in the respective classifications shall be determined by mutual agreement. In the event of a dispute with respect to the above, it will be subject to arbitration and there will be no work stoppage pending arbitration.

(b) In the event of promotion, all opportunities for promotions shall be posted not less than fifteen (15) working days before the job award. The promotion shall be governed by qualifications, performance, and/or interview(s) of candidates, in addition to fitness and ability. If qualifications, performance, interview(s), fitness and ability are otherwise equal, seniority shall govern the promotion. In the event of demotion, permanent or temporary layoff or recall from temporary layoff, qualifications, performance, fitness and ability being equal, seniority shall prevail. It is understood that operating control shall rest with the EMPLOYER.

(c) In the event a promoted maintenance employee is found not to have the ability to perform the work required in his/her promoted job within ninety (90) days from such promotion, such employee shall be placed back in his/her former position and shall, retain his/her seniority at the former position from which he/she was promoted.

5. Seniority

(a) Seniority shall be broken for the following reasons:

(1) Maintenance employees discharged for cause or quitting shall lose their seniority rights, provided no grievance is submitted within forty-eight (48) hours, Monday through Friday.

(2) If a maintenance employee who has been laid off fails to return to work within seven (7) days after having been notified by registered letter, return receipt, mailed to his/her last known address. A copy of each letter shall be furnished to the Union.

(3) If a maintenance employee is absent from work for forty-eight (48) hours without the EMPLOYER being notified.

(4) If a maintenance employee fails to report for work at the termination of a leave of absence unless for cause.

(5) After a maintenance employee has been laid off for six (6) months because of lack of work, he/she shall be dropped from the seniority list unless he/she shall notify the EMPLOYER, in writing, before the end of such six (6) month period, and monthly thereafter, of his/her intention to report for work when requested. Any employee so laid off shall be notified in writing of the requirements of this paragraph.

(b) Posting Seniority Lists: A seniority list of all employees covered by this Agreement, divided into the classifications recognized by this Agreement, showing name, position and date of entering service, will be made available to the Union upon request in April of each year. The seniority list will be open to protest and correction for a period of thirty (30) days, and upon proof of error presented by an employee or his/her representative such error will be corrected.

(c) A seniority list shall be provided the applicable craft Union showing the above-mentioned information for those employees whom the applicable craft represents within five (5) days upon request.

6. Layoff and Recall

(a) The Employer will make every effort to avoid layoffs, and will meet and discuss with the Union at least sixty (60) days in advance to explore alternatives to layoffs of bargaining unit members.

(b) It is agreed that EMPLOYER has the right to layoff (i) as a result of reduction of Federal Funding to the EMPLOYER, or (ii) relating to reduction of the number of public housing units. Such layoffs shall be based on skills, ability, and experience. If skills, ability and experience are equal, seniority in the classification shall prevail.

(c) No layoffs will occur prior to April 1, 2020, except in the event of reduction in Federal Funding to the EMPLOYER.

(d) The Parties agree that in the event of layoffs there will be no bumping rights between job classifications represented by the various local unions covered by the agreement.

(e) An employee shall receive his or her full wages, less appropriate deductions, in the pay period following an employee's layoff.

7. Probationary Period

(a) A probationary period of ninety (90) days must be worked before an employee acquires any seniority status. After having served such probationary period,

seniority shall start as of the day the employee began to work, and he/she shall then be considered a regular employee and shall be entitled to the benefits of this Agreement at that time, in addition to the benefits provided after 30 days, as set forth in subsection 7(d), below. During such probationary period, the EMPLOYER, at its sole discretion, shall have the right to separate such probationary employees from employment.

(b) During such probationary period, the EMPLOYER, at its sole discretion, shall have the right to separate such probationary employees from employment.

(c) EMPLOYER shall have the right to discharge any new employee for any reason whatsoever during the first ninety (90) days of said employee's employment period, and such discharge shall not be subject to the grievance procedure.

(d) Employees shall be eligible to use accrued personal and sick leave during their probationary period upon the 30th day following hire.

8. Discharge and Discipline

EMPLOYER agrees not to discharge or discipline any employees without good and sufficient cause; provided, however, that EMPLOYER shall have the right to discharge any new employee for any reason whatsoever during the first ninety (90) days of said employee's employment period. In the event that EMPLOYER and UNION shall disagree as to the existence of proper cause for the discharge of any employee, excepting new employees discharged by the EMPLOYER within aforesaid ninety (90) days from the date of their employment, the matter shall be subject to the grievance procedure in Article 21.

(a) Where the Employer determines that a disciplinary situation does not warrant immediate suspension and/or discharge, the Employee shall receive written

notification of the discipline 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 Grievance Procedure.

(b) Where the Employer 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 the written notification of the intended discipline 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 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 in paragraph (1) below of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.

(c) Notice shall be given, to the UNION and/or the designated Shop Steward of any disciplinary action taken or to be taken.

(d) In the event an employee is discharged, the employee shall receive his/her wages, less appropriate deductions, in the pay period following the employee's discharge.

9. Wages

(a) EMPLOYER agrees to pay the wages set forth in Addendum "A" attached and made a part of this Agreement. It is understood and agreed by both EMPLOYER and

UNION that the wages paid to maintenance employees, referred to in Addendum “A,” are subject to review and determination by the Department of Housing and Urban Development as governed by the United States Housing Act of 1937 as amended.

(b) **Wage Rates and Bonuses: Bargaining unit members will receive the following wage increases and/or payments throughout the term of the Agreement. Wage increases are reflected on Addendum A.**

(1) **Year 1 of the CBA, effective April 1, 2022: Each EMPLOYEE employed by EMPLOYER on April 1, 2022, excluding temporary and provisional workers, will receive a one-time bonus payment equivalent to \$1.00 per standard hour annually, equivalent to \$2,080.00.**

(2) **Year 2 of the CBA, effective April 1, 2023: For all classifications covered by this agreement, excluding those governed by the Davis-Bacon and Related Acts, the base hourly wage rate will increase by \$1.00.**

(3) **Year 3 of the CBA, effective April 1, 2024: Each EMPLOYEE employed by EMPLOYER on April 1, 2024, excluding temporary and provisional workers, will receive a one-time bonus payment equivalent to \$1.00 per standard hour annually, equivalent to \$2,080.00.**

(4) **Year 4 of the CBA, effective April 1, 2025: Each EMPLOYEE employed by EMPLOYER on April 1, 2025, excluding temporary and provisional workers, will receive a one-time bonus payment equivalent to \$1.00 per standard hour annually, equivalent to \$2,080.00.**

(5) **Year 5 of the CBA, effective April 1, 2026: For all classifications covered by this agreement, excluding those governed by the Davis-Bacon and Related Acts, the base hourly wage rate will increase by \$1.00.**

(6) **Effective April 1, 2022, Maintenance Aides will receive a one-time adjustment to base hourly pay rate, which will be increased to \$32.57.**

(7) **Effective April 1, 2022, Laborer Foremen will receive a one-time adjustment to base hourly pay rate, which will be increased to \$32.59.**

(c) **Longevity:** Each employee in the bargaining unit shall receive longevity pay annually in the amount of \$400.00 for each five (5) years of continuous service with the Employer.

(d) **Direct Deposit:** EMPLOYER shall pay all wages by direct deposit to the institution designated by the employee.

(e) **Operation of Trash Compactor:** The EMPLOYER shall pay to an employee who operates a trash compactor truck twenty-five cents (\$0.25) per hour above the regular rate paid to the employee in his/her classification as set forth in Addendum A of this Agreement, for all hours the employee spends driving the trash compactor truck.

(f) **Commercial Driver License:** The EMPLOYER shall pay to an employee with a Commercial Driver License (CDL) who operates a PHA commercial vehicle twenty-five cents (\$0.25) per hour above the regular rate paid to the employee in his/her classification as set forth in Addendum A of this Agreement, for all hours the employee spends driving the PHA commercial vehicle.

10. Shift Differentials

(a) For second shift work during the Monday-Friday schedule, the hourly rate will be increased by twenty cents (\$0.20) per hour, provided that the majority of the employee's hours fall between 3:30 p.m. to 12:00 a.m., in which case the employee will receive the corresponding shift differential for all hours worked in the regularly scheduled shift.

(b) (b) For third shift work during the Monday-Friday schedule, the hourly rate will be increased by thirty-five cents (\$0.35) per hour, provided that the majority of the employee's hours fall between 11:30 p.m. to 8:00 a.m., in which case the employee will receive the corresponding shift differential for all hours worked in the regularly scheduled shift.

(c) If Saturday and Sunday, or either of them, are included in a regular workweek of an employee, then such employee shall receive a fifty cents (\$0.50) per hour shift differential for the entire workweek.

(d) Shift differentials will not pyramid. If an employee is entitled to receive more than one shift differential, the employee will receive the highest differential for which he/she is eligible.

11. Temporary and Provisional Employees

(a) **Temporary Employees:** Although EMPLOYER shall notify UNION of vacancies for such work at least five (5) days prior to hiring therefore, EMPLOYER shall be entitled to employ temporary employees from any source without prior referral from

the UNION for work from May 15 to September 30 of any year or for any part of such period. Each such employee may become a member of the appropriate union affiliated with UNION thirty (30) calendar days after his or her employment by EMPLOYER. If such employee continues to be employed after September 30 of the year of his employment, then such employee shall no longer be a temporary employee and shall be entitled to all of the rights of a regular employee under this Agreement. All other positions, whether temporary or otherwise, shall be filled in the manner set forth in Article 2 hereof. A temporary employee (other than employees hired for work between May 15 and September 30 of any year) shall be an employee engaged for work not to exceed sixty (60) consecutive calendar days. Temporary employees (whether employed for service of less than sixty(60) days' duration or for the period from May 15 to September 30) shall be paid rates for work in accordance with the wage rates currently being paid as established by existing contracts between local unions affiliated with the UNION and EMPLOYER in the particular kind of work involved, or as shall be mutually agreed by the parties.

(b) **Temporary Employees – Vacancy Reduction Projects:**

Notwithstanding Article 11(a), additional provisions governing the use of temporary employees on Vacancy Reduction Projects appears in Addendum B to this Agreement.

(c) **Provisional Employees:** Provisions governing the use of provisional employees appear in Addendum C to this Agreement.

12. Sick Leave

- (a) Employees who were hired before ratification of the 2002-2008 Memorandum of Agreement will be entitled to one and one-quarter (1.25) days of paid sick leave for each month worked.
- (b) Employees hired after the ratification of the 2002-2008 Memorandum of Agreement, are entitled to ten (10) days of paid sick leave per year, which is accrued at the rate of 0.8333 days for each month worked.
- (c) No employee may use sick leave during his/her probationary period until after the employee has completed 30 days of employment.
- (d) Employees will be entitled to unlimited accumulation of sick leave.
- (e) Approved sick leave shall be charged on a half-hour basis.
- (f) Vacation and sick leave balances shall be listed on employees' payroll check stubs each week.
- (g) Any employee who retires after thirty (30) years of service (regardless of age) or retires at age sixty two (62) with ten (10) years of service, shall be paid a sum equal to thirty- five percent (35%) of his/her total accumulated sick leave, calculated at his/her then existing wage rate.
- (h) Employees who call in and request sick leave beyond three (3) consecutive days must provide the Human Resources Department with a doctor's certificate that verifies illness. The doctor's certificate must contain the date seen by the doctor and the employee's return to work date. Failure to provide medical certification for

sick leave absences beyond three (3) days may result in non-payment of the employee's request for sick leave pay.

(i) Entitlement to medical leave shall be governed by the EMPLOYER's Family and Medical Leave Policy and Medical Leave of Absence Policy set forth in the Employee Handbook. Failure to return to work at the expiration of Family and Medical Leave and/or Medical Leave of Absence will result in termination of employment. This policy may be changed by the EMPLOYER from time to time with notice to the Union.

(j) The Union may grieve the Employer's denial of an employee's request for a medical leave of absence.

(k) Provided such employee is physically able to perform his/her work, as determined by an appropriate medical certification, and thus return thereto at the expiration of the medical leave of absence, he/she shall be assigned to any job location designated by the EMPLOYER in the classification held immediately prior to the illness. An appropriate medical certification within the meaning of this clause shall be considered to mean: (1) a written opinion by the employee's treating physician; and (2) a written opinion by a physician appointed by the EMPLOYER. Should there be any difference of opinion between an EMPLOYER appointed physician and the employee's personal physician, the parties shall mutually agree to the appointment of a third physician (at EMPLOYER's expense) whose opinion, after an examination of the employee, shall be binding on the parties.

(l) Failure to return to work at the expiration of Family Medical Leave or Medical Leave of Absence will result in termination of employment.

13. Medical Insurance

(a) The EMPLOYER shall provide all eligible employees with HMO and PPO medical plan options in which the employee may choose to enroll. This shall include family coverage.

(b) EMPLOYER will pay 90% of the premium for the HMO 5 Plan with prescription coverage, and employees selecting an HMO Plan will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction. EMPLOYER will pay 80% of the PPO 10 Plan with prescription coverage, and employees selecting a PPO Plan will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

(c) EMPLOYER will pay 90% of the premium for dental and optical coverage, and employees will pay the balance of the premium through an IRS Section 125 pre-tax payroll deduction.

(d) The above referenced premium sharing shall be subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER.

(e) EMPLOYER shall have the discretion to make reasonable modifications to the medical, prescription, dental and optical plans from time-to-time.

(f) EMPLOYER reserves the right to reopen the Agreement in order to address and renegotiate any issues raised under the Affordable Care Act.

14. Life Insurance

EMPLOYER will provide employees with life insurance coverage in an amount equal to 1.25 times the employee's salary. EMPLOYER will pay 90% of the premium for

the coverage, and employees will pay the balance of the premium, with this premium sharing subject to adjustment in accordance with the premium sharing for non-represented employees of EMPLOYER. This benefit will be taxable to the employee in accordance with the law.

15. Inoculations

The EMPLOYER, at its expense, shall provide inoculations to those employees exposed to waste and hazardous environmental conditions, provided the UNION will furnish to the EMPLOYER within ninety (90) days after the date of this Agreement a list of the qualifying inoculations it desires EMPLOYER to give to the employees, and further provided that each employee who desires any such inoculation shall consent thereto in writing and release the EMPLOYER from any responsibility or liability therefore.

16. Jury Duty

If an employee will be called to jury duty, he/she shall be paid by EMPLOYER his/her weekly compensation for the period of such duty. In order to receive regular compensation during any period of jury duty, employees shall provide their supervisor with proof of jury duty service and shall submit the payment received for jury duty service.

17. Use of Automobile

If an employee is required to use his/her own automobile for travel on behalf of EMPLOYER he/she shall be reimbursed a sum equal to the current IRS rate for each mile of such travel, provided he furnishes a certificate of insurance showing that he maintains liability insurance at the time of the use of the automobile.

18. Bereavement Leave

Entitlement to bereavement leave shall be governed by the EMPLOYER'S Bereavement Leave Policy set forth in the Employee Handbook, except that "immediate family" as defined in the Bereavement Leave Policy shall include mother-in-law and father-in-law. This policy may be changed by the EMPLOYER from time-to-time with notice to the Union.

19. Performance Evaluations

All employees, regardless of classification, shall be evaluated annually on their performance as follows: Outstanding, Superior, Satisfactory, Improvement Needed, or Unsatisfactory. All evaluations shall be reviewed with the employee involved. If the employee is dissatisfied with the performance evaluation, he/she shall have the right to appeal to the Human Resources Department Head or his/her designee or his/her nominee for that purpose. Performance evaluations shall not be grievable, except that when an employee's rating is Unsatisfactory and the employee is dissatisfied with such rating, **he/she shall have the right to a grieve the rating.**

20. Personnel Files

All employees shall have personnel folders which shall contain applications, performance evaluations and all other information relevant to the employee. They may be examined, after reasonable notice to the EMPLOYER, at EMPLOYER'S place of business during regular business hours with employee's permission, by the UNION on behalf of the employee.

21. Grievance and Arbitration Procedure

(a) **Grievance.** Except as specifically excluded, a grievance is any dispute or grievance of the parties or of any employee covered by this Agreement, which may arise with reference to the application or interpretation of the provisions of this Agreement, or enforcement thereof. It is mutually understood and agreed that all grievances of the UNION arising herein shall be dealt with as provided for in this section.

Step I. Employees shall register grievances with the steward of the applicable craft Union, who shall present such grievances informally to the immediate Supervisor within five (5) working days from the date the employee knew or should have known of the circumstances giving rise to the grievance. The Supervisor must resolve the grievance informally within twenty-four (24) hours.

Step II. If the grievance cannot be resolved informally, as above provided in Step I, the Business Manager of the applicable craft union shall present such grievance herein with the employee and steward in writing to the Manager designated by the EMPLOYER within five (5) working days. The Manager designated by the EMPLOYER shall confer with the department head and shall meet with the applicable craft union within five (5) working days of the presentation of the grievance, and shall render a decision in writing no later than three (3) working days after meeting with the applicable craft union.

Step III. If unable to reach a satisfactory adjustment, as above provided in Step II, the applicable craft Union shall appeal the decision of the EMPLOYER in writing to the Human Resources Department Head or his/her designee within five (5) working days. The Human Resources Department Head or his/her designee shall meet with the applicable

craft Union within five (5) working days of receipt of the written appeal and shall render a decision in writing no later than five (5) working days after such meeting.

Step IV. In the event the grievance is not satisfactorily adjusted, as above provided in Step III, then within the next ten (10) working days either party may submit the case to arbitration.

(b) **Arbitration.** Any grievance which cannot be settled directly by the parties hereto may be submitted to the American Arbitration Association in Philadelphia, Pennsylvania for arbitration. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to alter, amend, add to, or detract from the language of this Agreement. The costs of the arbitrator, AAA administrative fee, and room fee, if any, shall be split equally between the parties. It is agreed by the parties that all time limits under this Article are material and of essence to the parties' Agreement.

22. List of Hospitals and Job Injuries

(a) The EMPLOYER shall designate a list of hospitals for the purpose of having employees attended in an expeditious manner once arriving for treatment arising out of the performance of their duty.

(b) Any employee injured during his/her regular working hours shall report the injury to the EMPLOYER as soon as medically possible. If necessary, the employee shall be sent to a hospital, clinic or physician's office for treatment. The employee shall receive the regular rate of the classification being performed for the time spent in going to the physician's office, clinic, or hospital and his/her return to the job. If the employee is ordered by a physician to remain in the hospital, clinic, or is sent home, the employee

shall be paid for the balance of the workday at the regular rate of the classification he was performing at the time injury.

(c) Employees released for light duty shall be placed in a light duty assignment, if work is available. Light duty assignments shall not be restricted to a particular work site. EMPLOYER agrees to assign the employee on a light duty assignment within the employee's particular craft, if possible.

(d) The UNION agrees that the EMPLOYER shall have the right to conduct post-accident drug tests on bargaining unit members.

23. Tools Machinery and Facilities

(a) The EMPLOYER shall furnish power tools and equipment necessary to perform job duties to all trades as described herein.

(b) The EMPLOYER shall provide to all job classifications in the UNION, with the exclusion of laborers and painters, a one-time allowance for non-power tools in the amount of Two Hundred Dollars (\$200.00). EMPLOYEE shall be responsible for the upkeep, maintenance and replacement of the tools provided. EMPLOYER will not replace any tools provided under this paragraph. Unless otherwise specified, all other employees shall provide their own non-power hand tools.

(c) The EMPLOYER shall furnish all necessary tools and equipment to laborers and painters.

(d) The EMPLOYER shall furnish a suitable place with hot and cold running water, soap, and towels as required by work assignment.

- (e) Foul weather gear, gloves and rubber boots shall be provided by the EMPLOYER whenever required by work assignment.
- (f) All areas covered by the EMPLOYER shall be furnished with first aid kits. All EMPLOYER-owned trucks shall be furnished with first aid kits.
- (g) EMPLOYER shall have the right to require employees to wear EMPLOYER-issued uniforms. If required, the EMPLOYER will provide the uniform and will exchange worn out uniforms for new ones. Employees will be responsible for the alteration and maintenance of their uniforms.
- (h) The EMPLOYER shall pay for the replacement or repair of eye glasses broken in the performance of duty.
- (i) The EMPLOYER will, at its own expense, provide five (5) pairs of white dungarees to each new member of the Painters Union upon hire. Worn out dungarees may be exchanged for new ones.
- (j) All employees will be furnished five (5) sets of uniforms. Employees are required to report to work in said uniform. Old and worn out uniforms will be exchanged for new ones. Employees will be responsible for the alteration and maintenance of said uniforms.
- (k) EMPLOYER agrees to provide safety gear and equipment including safety glasses, hard hats, hearing protection, respirators and disposable coveralls, to employees working at sites if necessary.
- (l) Employees are expected to secure all EMPLOYER equipment. If any EMPLOYER tool or equipment is lost, stolen, or damaged, the employee must report the

incident to his/her supervisor immediately. Employees may be responsible for the cost of lost, stolen, or damaged equipment.

24. Steward Recognition

(a) The Steward shall be appointed by the authorized official of the applicable craft union and shall be recognized by the EMPLOYER as having the duty and right to police the terms of this Agreement and to detect violations of said Agreement and report same to the Business Manager of the applicable craft union. Stewards shall also have the duty and the right to confer with employees and confer and consult with management within the scope of his/her authority. The Steward shall be allowed reasonable time to perform his/her duties during the course of his/her working hours without loss of pay. No meetings, conferences or consultations shall take place during business hours which will interfere with the continued normal operations of the EMPLOYER.

(b) The EMPLOYER shall have no right to discharge the Steward until such time that the EMPLOYER has consulted with the Business Manager and Steward of the applicable craft Union. If this meeting cannot resolve the situation, the EMPLOYER and/or the UNION shall proceed in accordance with the Grievance Procedure. The discharge, however, shall remain in effect, without prejudice, pending a final decision on the issue.

(c) No Union Shop Steward shall be transferred from his position except among the projects in which he serves as Steward, without the prior approval of the Union representative. (d) The UNION will notify the EMPLOYER when it adds or changes a steward.

25. Foreman

(a) For every working group of at least five (5) laborers at one conventional site, scattered site or specialty crew, one (1) of the five (5) will be a working foreman. For every working group of at least ten (10) members of a respective trade at one conventional site, scattered site or specialty crew, one (1) of the ten (10) will be a working foreman for that particular trade.

(b) In the absence of the foreman, a foreman will be appointed and paid out-of-class at foreman rates. Work performed by the employees covered by this Agreement shall not be supervised or assigned to anyone not specifically appointed by the EMPLOYER.

(c) The foreman shall be selected on the basis of seniority, fitness and ability to perform the job. All factors being equal, seniority shall be the governing factor.

(d) The foreman shall receive one dollar (\$1.00) per hour above the basic hourly rate of the highest paid employee of the classification.

26. Overtime

(a) All work after eight (8) hours a day or forty (40) hours a week shall be paid at the rate of time and a half.

(b) The currently existing Labor Management Committee will meet and discuss with the appropriate EMPLOYER officials to determine the cause of and to make recommendations to address any problems that might exist regarding the procedures for ensuring that authorized overtime and out-of-class pay is included in bargaining unit members' pay in the payroll week after the week in which the pay was earned. Any

bargaining unit member whose authorized, outstanding overtime and/or out-of-class pay has been outstanding for over thirty (30) days will receive a payment of \$100 in addition to payment of the wages owed. Outstanding pay shall be defined as overtime hours that have been submitted but unpaid.

27. Work Classification

(a) If an employee is scheduled for a higher classification the day before, he will get the higher rate for the entire day working in the higher classification. If his/her classification is changed in an emergency the morning of employment, he/she will get at least one-half (1/2) day at the higher classification. If it continues into any part of the afternoon, he/she will get the entire day at the higher classification rate.

(b) An employee who works out of his/her classification for thirty (30) consecutive working days shall be promoted to the higher classification; however, time spent assigned to out of class work due to the absence of other employees because of annual leave or sick leave or due to the existence of a valid emergency shall not be counted in the computation of such thirty (30) days.

(c) The rate of compensation payable for vacations, holidays, annual and sick leave etc., where an employee is temporarily working in a higher classification, shall be paid at the higher-paid classification rate, provided that the employee has worked in the higher classification for thirty (30) days.

28. Call-In-Pay

Employees will be expected to work the required overtime when an emergency is declared by the EMPLOYER. Emergency shall be defined as any act of God or other

reasons beyond the control of the EMPLOYER. If employees are called from their home for such work, they shall be compensated for at least one-half (1/2) day's pay if they report. Emergency overtime shall be subject to the overtime and holiday provisions of this agreement.

29. Emergency Closings

(a) The provisions of this section shall also apply when the President and CEO declares that the entire EMPLOYER shall not open for normal operations on a regularly scheduled work day due to an emergency or due to business necessity. That is, in addition to the regular days' pay that employees receive though not reporting to work due to an emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation. Emergency has the same definition in this Article as it does in Article 28 (Call-In Pay).

(b) **When the President and CEO determines, or the EMPLOYER is directed by federal, state, or local law or order, to cease its regular business operations for a health or safety emergency, for a period longer than 10 business days, subparagraph (a) of this paragraph will no longer apply and EMPLOYEES will be paid their regular rate of pay. Emergency has the same definition in this Article as it does in Article 28 (Call-In Pay).**

30. Weekly Paydays

Each employee shall be paid weekly.

31. Subcontracting

The EMPLOYER has the right to subcontract bargaining unit work. EMPLOYER agrees that any contractor selected to perform bargaining unit work will have one or more of the unions set forth in Article 2 of this Agreement as a representative of its employees, or such other union not listed in Article 2 of the Agreement as agreed by the UNION, prior to work commencing.

32. Transfers

Notice of all transfers under this procedure shall be given, in writing, to the employee with a copy of the transfer order forwarded to each respective Local Union. Transfer orders will be signed by the employee. No employee shall be transferred from one location to another without at least five (5) working days advance notice, except under emergency circumstances. Where emergency circumstances occur, however, the EMPLOYER will not transfer any employee without prior consultation with the UNION. A failure to give such notice as required herein shall permit the employee to refuse to transfer without loss of wages.

33. Security

The EMPLOYER will take reasonable precautions to safeguard the security of employees when they are at work. It is understood that employees may refuse to work, without penalty, in circumstances where adequate security is not present.

34. Heat at Scattered Site Units

Working conditions shall include sufficient heat to be maintained while employees are at work indoors at scattered site units. Where working conditions permit, the EMPLOYER may utilize space heaters for the aforesaid purposes.

35. Renewal of Engineer's License

The EMPLOYER shall reimburse any engineer for costs incurred in the renewal of any engineer's license, up to a maximum of ten dollars (\$10.00).

36. Joint Labor Management Committee

The Joint Labor Management Committee (JLMC) shall consist of one representative of each local union, or his/her designee, covered by this bargaining unit and four members of management. The JLMC shall convene quarterly, or as necessary, and discuss topics of concern under the collective bargaining agreement. This Committee may make policy and procedure recommendations to the EMPLOYER but may not modify, revise or usurp the provisions of the collective bargaining agreement. Any intended change that would affect the terms and conditions of the collective bargaining agreement must be agreed upon by EMPLOYER and the BCTC.

37. Training

The EMPLOYER shall forward a contribution of \$.15 per hour for each hour worked by employees in classifications represented by Local 332 to a training fund established and administered by Local 332. The purpose of this fund is the support and training of local- represented employees in order to improve and upgrade janitorial and

maintenance skills. In consideration for this contribution, neither the EMPLOYER nor its employees shall be charged a fee for said training. Local 332 shall provide the EMPLOYER with a training plan(s) to be reviewed and approved by the EMPLOYER and, with periodic progress reports for participants. In addition, the Union shall provide the EMPLOYER with an annual accounting of these training funds.

38. Information Provided to Employer

An employee shall notify the employer within seven (7) days of any address change.

39. Work Rules and Policies

Employees are subject to any and all rules and policies of EMPLOYER, including but not limited to those in the Employee Handbook, except where such rules or policies conflict with this Agreement.

40. Vacations

(a) Employees will be entitled to three (3) weeks paid vacation after the first year of employment. Vacation time, however, will be accrued from the date of hire and is earned at the rate of one and one-quarter (1 ¼) days for each month worked.

(b) Employees will be entitled to four (4) weeks paid vacation after ten (10) years of employment. Vacation time, however, is earned at the rate of one and two-thirds (1 2/3) days for each month worked.

(c) Under no circumstances can vacation time be accumulated in excess of thirty-five (35) days.

(d) Vacation pay will be given at the start of the vacation period for periods of no less than one week upon two weeks' advance notice.

(e) When an employee is hired: if hired on the 1st to 15th of the month, the first accrual will occur on the 15th of the month of hire; if hired on the 16th to 31st of the month, the first accrual will occur on the 15th of the month following hire. New hires will accrue vacation during the first year of employment, but will not be eligible to use vacation until their second year of employment.

41. Hours of Work

(a) The workweek for full-time employees shall be five (5) consecutive days of 8.5 hours per day (including a one-hour lunch, half of which is paid) at times and/or days determined by the EMPLOYER, within the limits set forth in the following paragraph. Each employee shall be advised of his/her assigned work schedule and shall be required to adhere to it.

(b) Nothing contained herein shall be construed as preventing the EMPLOYER from restructuring the normal work day and workweek for the purpose of promoting efficiency. When a change is required, the employee and Union shall be provided with five (5) working days prior notice except in the case of an emergency that does not permit such notice. Upon such notice, the Union may request a meeting with management within two (2) working days for the purpose of discussing said change.

(c) Every employee shall be granted a "wash-up" time of fifteen (15) minutes a day before the end of his/her daily shift.

42. Senior Mechanics

If Senior Mechanics are employed by the EMPLOYER, they shall receive a two hundred dollar (\$200.00) differential annually over and above the regular rate of a mechanic.

43. Painters

EMPLOYER agrees that it will employ at least the present number of painters and painter working foremen during the term of this Agreement.

44. Holidays and Personal Days

~~The employees shall be entitled to the following guaranteed paid holidays, regardless of the day of the week on which the holiday falls and shall be paid a regular day's pay therefore:~~

~~New Year's, Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.~~

(a) **EMPLOYEES shall be entitled to the number of paid holidays equal to the number of paid holidays set forth in the PHA Employee Handbook, regardless of the day of the week on which the holiday falls, and shall be paid a regular day's pay therefore. The Handbook will provide EMPLOYEES with the 11 holidays currently available under federal, state, and local law, and listed in the 2019-2022 CBA, and may be updated if and when there is a change to those laws.**

(b) In order to be eligible for holiday pay, an employee must either work and/or be on approved paid leave status on the regularly scheduled work days before and after the holiday.

(c) Work on the above holidays shall be paid, at the rate of time and one-half plus a regular day's pay.

(d) When a holiday occurs on the regularly scheduled day off of an employee, the EMPLOYER will schedule the holiday on the scheduled workday either immediately before or immediately after the holiday.

(e) All employees shall be entitled to three (3) personal leave days for the calendar year, no more than one (1) of which can be taken in any four (4) month period. Personal leave days do not accrue and unused days are not compensable.

45. Legal Services Plan

(a) The EMPLOYER and the Laborers Union have established a jointly administered Legal Services Plan for all full-time employees represented by that Local. The EMPLOYER shall contribute the sum of \$7.00 per month for each full-time employee represented by the Local within the bargaining unit to the Legal Services Plan.

(b) The EMPLOYER agrees to forward a separate check to the jointly administered Plan for the total amount of its contribution and will make its best efforts to forward the check within ten (10) working days after the pay period during which said contribution is credited. Along with the check, the EMPLOYER agrees to provide the name and employee number of each employee for whom contributions are being

made. It is understood that said Plan shall 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 and must:

- (1) Operate in an economically sound manner.
- (2) Not be used for the institution of legal proceedings against the EMPLOYER or its duly authorized officials.
- (3) Not be used for the institution of any legal proceedings against the Philadelphia Building and Construction Trades Council or Laborers International Union, Local 332, or any of their officers, employees, agents or representatives thereof
- (4) 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.

46. Retirement Plans

- (a) The Retirement Plans, applicable to the bargaining unit covered by this Agreement, are described in full in the Plan documents on file in the Human Resources Department.
- (b) Effective March 31, 2011, the DB Plan is frozen. Employee contributions cannot be withdrawn from the DB Plan. 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.
- (c) Effective April 1, 2011, bargaining unit members are enrolled in EMPLOYER's DC Plan. Employees shall contribute 5.5% of their current rate of pay.

(d) Effective January 1, 2013, EMPLOYER will contribute into the DC Plan 5.5% of employee's current rate of pay.

(e) EMPLOYER 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 and 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.

(f) Effective January 1, 2011, pensions for people who already retired from active employment on or after April 1, 2009, shall have their pension recalculated prospectively using a three (3) year average pay ending November 1, 2007.

(g) A disability pension plan covers employees with five (5) or more years of pension service.

(h) Early retirement eligibility shall be either age 50, age 45 plus 20 years of pension service, or 25 years of pension service; and the benefit reduction amount for early retirement shall be changed from two percent (2%) to one percent (1%) per year, with a maximum ten percent (10%) reduction.

(i) The optional normal retirement age is 55.

(j) Employees with ten (10) or more years in the Pension Plan shall be entitled to retire at age sixty-two (62) with full accumulated benefits. There shall be no actuarial reductions of pension benefits under this provision.

(k) The EMPLOYER agrees that, when future revisions in the Pension Plan are discussed or negotiated, the UNION shall be notified and given an opportunity to participate in such negotiations or discussions.

47. No Strike or Lockout

During the term of this Agreement, and during any period of negotiation for any renewal of this Agreement, there shall be no lockout by EMPLOYER, and no strike, stoppage of work, picketing, boycotting or any other activity by UNION or with the UNION'S consent, instigation or sufferance, which results or is intended to result in any interruption of or interference with the normal operations of EMPLOYER.

48. No Discrimination

Neither EMPLOYER nor UNION shall discriminate against any employee or applicant for employment because of race, creed, color, national origin, age or sex.

49. Management Rights

It is understood and agreed that the EMPLOYER, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct and control the operation of all equipment and other property of the EMPLOYER, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the EMPLOYER. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the EMPLOYER's standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction

of personnel. In addition, the EMPLOYER has the sole and exclusive right to lay off and recall employees, discipline and discharge employees, subcontract work, and determine the workforce complement, subject to the provisions of this Agreement.

50. Consolidated Agreement

The parties agree that the Consolidated Agreement shall constitute the complete and entire Agreement between the parties.

51. Terms of Agreement

This Agreement is effective as of the first (1st) day of April, 2019~~22~~27 and shall remain in effect until March 31, 20~~22~~27. It is hereby mutually agreed that either party hereto may terminate this Agreement at the end of such term by giving to the other party written notice of intention to terminate at least sixty (60) days prior thereto, but in default of such notice, this Agreement shall continue on the same terms and conditions for a further period of one (1) year and from year to year thereafter unless and until terminated by either party hereto giving to the other party sixty (60) days written notice previous to the expiration of the then current term.

The parties acknowledge that this Agreement is conditioned upon ratification by the Union membership, approval by the Philadelphia Housing Authority Board of Directors and approval by the United States Department of Housing and Urban Development.

52. Severability

In the event any portion of this Agreement shall be contrary to law or the rules and regulations of the Department of Housing and Urban Development under the United States Housing Act of 1937, such provision shall not be enforceable by either party. However, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

PHILADELPHIA HOUSING AUTHORITY

BY: _____
KELVIN A. JEREMIAH, PRESIDENT & CEO

Date: _____

**ON BEHALF OF ALL COVERED UNIONS AND
THE BUILDING AND CONSTRUCTION TRADES
COUNCIL OF PHILADELPHIA AND VICINITY**

BY: _____
RYAN BOYER, BUSINESS MANAGER

Date: _____

**ADDENDUM A
TO MEMORANDUM OF AGREEMENT**

HOURLY RATES

Job Title	April 1, 2022 - March 31, 2023		April 1, 2023 - March 31, 2024		April 1, 2024 - March 31, 2025		April 1, 2025 - March 31, 2026		April 1, 2026 - March 31, 2027	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
Asbestos Laborer	33.25	69,160.00	34.25	71,240.00	34.25	71,240.00	34.25	71,240.00	35.25	73,320.00
Asbestos Laborer - Foreman	34.25	71,240.00	35.25	73,320.00	35.25	73,320.00	35.25	73,320.00	36.25	75,400.00
Carpenter	35.15	73,112.00	36.15	75,192.00	36.15	75,192.00	36.15	75,192.00	37.15	77,272.00
Drywall Finisher	33.34	69,347.20	34.34	71,427.20	34.34	71,427.20	34.34	71,427.20	35.34	73,507.20
Electrician	40.67	84,593.60	41.67	86,673.60	41.67	86,673.60	41.67	86,673.60	42.67	88,753.60
Facilities Maintenance Foreman	37.25	77,480.00	38.25	79,560.00	38.25	79,560.00	38.25	79,560.00	39.25	81,640.00
General Foreman	40.65	84,552.00	41.65	86,632.00	41.65	86,632.00	41.65	86,632.00	42.65	88,712.00
General Foreman II	46.26	96,220.80	47.26	98,300.80	47.26	98,300.80	47.26	98,300.80	48.26	100,380.80
Glazier	35.15	73,112.00	36.15	75,192.00	36.15	75,192.00	36.15	75,192.00	37.15	77,272.00
Groundskeeper	23	47,840.00	24	49,920.00	24	49,920.00	24	49,920.00	25	52,000.00
Groundskeeper Foreperson	24	49,920.00	25	52,000.00	25	52,000.00	25	52,000.00	26	54,080.00
Laborer	31.09	64,667.20	32.09	66,747.20	32.09	66,747.20	32.09	66,747.20	33.09	68,827.20
Laborer Foreman	32.59	67,787.20	33.59	69,867.20	33.59	69,867.20	33.59	69,867.20	34.59	71,947.20
Laborer Supvsr Quality Control	40.65	84,552.00	41.65	86,632.00	41.65	86,632.00	41.65	86,632.00	42.65	88,712.00
Locksmith Mechanic	33.34	69,347.20	34.34	71,427.20	34.34	71,427.20	34.34	71,427.20	35.34	73,507.20
Maintenance Aide	32.57	67,745.60	33.57	69,825.60	33.57	69,825.60	33.57	69,825.60	34.57	71,905.60
Maintenance Foreman	34.34	71,427.20	35.34	73,507.20	35.34	73,507.20	35.34	73,507.20	36.34	75,587.20
Maintenance Mechanic	33.34	69,347.20	34.34	71,427.20	34.34	71,427.20	34.34	71,427.20	35.34	73,507.20
Painter	33.34	69,347.20	34.34	71,427.20	34.34	71,427.20	34.34	71,427.20	35.34	73,507.20
Painter Foreman	34.34	71,427.20	35.34	73,507.20	35.34	73,507.20	35.34	73,507.20	36.34	75,587.20
Plasterer	33.25	69,160.00	34.25	71,240.00	34.25	71,240.00	34.25	71,240.00	35.25	73,320.00
Plasterer Foreman	37.25	77,480.00	38.25	79,560.00	38.25	79,560.00	38.25	79,560.00	39.25	81,640.00
Plumber	36.75	76,440.00	37.75	78,520.00	37.75	78,520.00	37.75	78,520.00	38.75	80,600.00
Stationary Fireman	32.34	67,267.20	33.34	69,347.20	33.34	69,347.20	33.34	69,347.20	34.34	71,427.20
Utility Equipment Foreman	34.34	71,427.20	35.34	73,507.20	35.34	73,507.20	35.34	73,507.20	36.34	75,587.20

Deletion of Classifications:
~~Maintenance Instructor~~
~~Painter Instructor~~
~~Senior Maintenance Aide~~
~~Stationary Engineer~~

ADDENDUM B
TO MEMORANDUM OF AGREEMENT
TEMPORARY EMPLOYEES

2022 – 2027

ADDENDUM B
TO MEMORANDUM OF AGREEMENT
TEMPORARY EMPLOYEES

2022 – 2027

This Addendum is entered into between the PHILADELPHIA HOUSING AUTHORITY (“PHA”) and the BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY (the “BCTC”), the collective bargaining representatives for employees who perform maintenance work at PHA. This is an Addendum to the existing Collective Bargaining Agreement (“CBA”), and is being entered into for the purpose of performing maintenance and minor rehabilitation to a number of vacant PHA properties for the express purpose making the units ready to be occupied (the “Vacancy Reduction Project” or “Project”). The Vacancy Reduction Project began on September 15, 2017, and is continuing. In 2021, the parties agreed to expand this Addendum to allow PHA to hire union members as Temporary Employees to fill temporary vacancies caused by leaves of absences of employees, or by employees acting in another classification, in a probationary capacity, in a training capacity, or otherwise. This Addendum only, and no other contractual provisions, shall apply to Temporary Employees, and will be conducted in accordance with the following general provisions:

1. This Addendum will be effective April 1, 2022, and expires on March 31, 2027, unless extended in writing by the parties.
2. The Parties recognize there is a need to increase PHA’s workforce on a temporary basis to complete the Project in a timely manner and make as many units as possible ready to be occupied. Accordingly, the Parties agree that PHA may hire Temporary Employees under this Addendum to work on the Project. The Parties also recognize that once the Project is complete, the Temporary Employees hired under this Addendum will be terminated from temporary employment.
3. Article 11 of the CBA shall not apply to the Temporary Employees hired under this Addendum. Under no circumstances shall the Temporary Employees hired under this Addendum become permanent employees pursuant to Article 11 of the CBA.
4. The Vacancy Reduction Project does not involve units in need of major rehabilitation and will not involve Davis-Bacon work.
5. In order to perform the above specified work, the PHA will hire, as Temporary Employees, trades workers from craft local unions. Those Temporary Employees shall be employed in accordance with the following:
 - a. The trades workers shall be employed as temporary employees for the Vacancy Reduction Project. Temporary Employees may be terminated or

laid off for any reason at the PHA's discretion. Temporary Employees shall not have grievance or arbitration rights.

- b. Temporary Employees shall be compensated in accordance with the wage schedule in the CBA for each respective classification.
- c. Upon receiving certification from the respective Local Union(s), and a signed authorization from an employee, the PHA agrees to deduct from each employee's pay, as set forth in the preceding section, in one amount and remit to the respective Local(s), a deduction made for: initiation, dues and/or assessments. The respective Local Union(s) will indemnify, defend and hold the PHA harmless against any claims made and against any suit instituted against the PHA in regard to said deduction.
- d. The Temporary Employees will be referred to PHA by the respective Local Unions. The PHA reserves the right to pre-screen the individuals referred and may deem any of the individuals as unacceptable for any lawful reason at its discretion and the Local Unions will then refer a replacement. As an affirmative action goal, the PHA and the BCTC shall strive to ensure an average minority representation of two minorities for each five workers employed on the Project.
- e. The Temporary Employees covered by this Agreement shall work in crews configured by size and craft as determined by PHA. For those crafts for which there is an ongoing need, trades workers shall be provided to the PHA on an on-call basis with one (1) day advanced notice.
- f. Temporary Employees working under this Agreement shall work an eight (8) hour day, with one-half hour unpaid lunch. The normal work day shall begin not earlier than 7:00A.M. and not later than 8:30A.M. The normal work week shall be Monday through Friday. Work shall be compensated in accordance with the PHA standard pay week and practices.
- g. Work performed beyond forty (40) hours in a workweek shall be compensated at one and one-half times the regular rate of compensation.
- h. Except as set forth herein, PHA will supervise and instruct the Temporary Workers pursuant to the PHA Employee Handbook and all Temporary Workers must obey the work rules set forth in the Handbook.
- i. PHA will provide the equipment and supplies required to complete the Vacancy Reduction Project. All equipment and supplies provided to the Temporary Employees will be returned to PHA in good condition. Each temporary employee shall sign a reimbursement repayment agreement so that if items are damaged or missing as a result of the Employee's misuse, the cost of the item will be reimbursed to PHA by deduction from the Employee's pay with their authorization or direct payment to the PHA. The

Temporary Employee shall be required to provide any non-power hand tools necessary to complete the work on the Project.

- j. PHA may assign a PHA vehicle to the Temporary Employee to work on the Project. If a PHA vehicle is assigned, the Temporary Employee must use it to work on the Project and PHA's Fleet Policies must be followed. If a PHA vehicle is not assigned, the Temporary Employee is responsible for arranging transportation to each work location.

This Addendum represents the complete understanding of the parties' intent with regard to successfully completing these Projects.

PHILADELPHIA HOUSING AUTHORITY

BY: _____
KELVIN A. JEREMIAH, PRESIDENT & CEO

Date: _____

**ON BEHALF OF ALL COVERED UNIONS AND
THE BUILDING AND CONSTRUCTION TRADES
COUNCIL OF PHILADELPHIA AND VICINITY**

BY: _____
RYAN BOYER, BUSINESS MANAGER

Date: _____

ADDENDUM C
TO MEMORANDUM OF AGREEMENT
PROVISIONAL EMPLOYEES

2022 – 2027

ADDENDUM C
TO MEMORANDUM OF AGREEMENT
PROVISIONAL EMPLOYEES

2022 – 2027

This Addendum is entered into between the PHILADELPHIA HOUSING AUTHORITY (the “PHA”) and the BUILDING AND CONSTRUCTION TRADES COUNCIL OF PHILADELPHIA AND VICINITY (the “BCTC”), the collective bargaining representatives for employees who perform maintenance work at PHA. This is an Addendum to the existing Collective Bargaining Agreement (“CBA”), and is being entered into for the purpose of performing major rehabilitation to a number of PHA properties (“Projects”). This Addendum only, and no other contractual provisions, shall apply to the projects and the employees involved. These Projects will be conducted in accordance with the following general provisions

1. This Addendum will be effective April 1, 2014 and expires on March 31, **2027**. At its discretion, the PHA shall identify Davis Bacon Projects that include, but are not limited to, major rehabilitation, mechanical and electrical upgrades and large scale concrete replacement. That identification will include the unit location and a work specification write-up describing the work to be performed.
2. The PHA will provide the trucks, dumpsters and similar major equipment items required to complete the specified Project. The PHA will assess the need for establishing its own sheet metal fabrication shop, if required for the Project.
3. The PHA will inspect each of the specified Projects while work is in progress, and upon completion, to determine that the work set forth in the write-up has been completed in accordance with specification standards. Should any work not meet specification standards, it will be identified in a punch list for corrective action. Trades workers will normally accompany the inspector to ensure an understanding of, and adherence to, Project specifications.
4. In order to perform the above specified work, the PHA will hire, as provisional employees, skilled trades workers from craft local unions. Those employees shall be employed in accordance with the following:
 - a. The skilled trade workers shall be employed as provisional employees for a specific project. Provisional employees may be laid off for any reason at the PHA’s discretion. Provisional employees shall have the right to grieve and arbitrate terminations. Such grievances shall be heard by the Executive Vice President – Human Resources, or his/her designee.

- b. Provisional employees shall be compensated at the applicable Davis Bacon residential (single family homes and apartments up to and including four stories) wage or the commercial (does not include residential construction consisting of single family homes and apartments up to and including four stories) rate, if applicable, in effect at the time of the project. An individual employed as a Foreman in any trade shall be paid \$1.00 per hour more than the prevailing wage rate for that trade. These wages shall be paid less required federal, state and city taxes and deductions. The applicable Davis Bacon prevailing wage shall be increased as of September 1st of each year.
- c. As provisional employees, the trades workers shall not be entitled to any PHA benefits. However, an additional amount of money per hour for each hour worked shall be designated for fringe benefits, and it shall be forwarded to the respective Local Unions for the purpose of providing compensation for fringe benefits. The fringe benefits payments shall be forwarded to the respective Local Unions as set forth in the current basic CBA for each respective Local Union as certified by the City of Philadelphia's Labor Standards Division. That amount shall be increased as needed during the term of this Addendum, in order to comply with the negotiated benefit provisions set forth in the respective Local Unions' basic CBA.
- d. Upon receiving certification from the respective Local Union(s), and a signed authorization from an employee, the PHA agrees to deduct from each employee's pay, as set forth in 4.c above, in one amount and remit to the respective Local(s), a deduction made for: initiation, dues and/or assessments, vacation and holiday accrual, and similar certified assessments. Said remittance shall be forwarded to the respective Local Union(s) within ten (10) days after the date of the paycheck from which the deduction is made. The respective Local Union(s) will indemnify, defend and hold the PHA harmless against any claims made and against any suit instituted against the PHA in regard to said deduction.
- e. The provisional employees shall be required to provide any non-power hand tools necessary to complete the work on these Projects.
- f. The provisional employees assigned to these Projects shall be accepted by the PHA from those individuals referred by the respective Local Unions. If a provisional employee proves to be unacceptable to the PHA, that respective Local Union shall provide a replacement. As an affirmative action goal, the PHA and the BCTC shall strive to ensure an average minority representation of two minorities for each five workers employed on these Projects.

- g. The provisional employees covered by this Agreement shall work in crews configured by size and craft as determined by PHA or its designee. For those crafts for which there is an ongoing need, skilled trades workers shall be provided to the PHA on an on-call basis with one (1) day advanced notice.
- h. Provisional employees working under this Agreement shall work an eight (8) hour day, with one-half hour for lunch. The normal work day shall begin not earlier than 7:00 A.M. and not later than 8:30 A.M. The normal work week shall be Monday through Friday. Work shall be compensated in accordance with the PHA standard pay week and practices. Work shall be scheduled on each work day except for unpaid holidays as established from time-to-time by the EMPLOYER.
- i. Work performed beyond eight (8) hours on a workday or Saturday shall be compensated at one and one-half times the regular rate of compensation. Work performed on Sunday shall be compensated at two times the regular rate of compensation. These premium rates shall be applied to fringe benefits payments.

This Addendum represents the complete understanding of the parties' intent with regard to successfully completing these Projects.

PHILADELPHIA HOUSING AUTHORITY

BY: _____
 KELVIN A. JEREMIAH, PRESIDENT & CEO

Date: _____

**ON BEHALF OF ALL COVERED UNIONS AND
 THE BUILDING AND CONSTRUCTION TRADES
 COUNCIL OF PHILADELPHIA AND VICINITY**

BY: _____
 RYAN BOYER, BUSINESS MANAGER

Date: _____