

**CITY OF PHILADELPHIA**

**CONTRACT PROPOSALS**

**TO**

**AFSCME DISTRICT COUNCIL 33**

**January 31, 2025**

The City of Philadelphia reserves the right to add to, delete from, or otherwise modify these proposals during the course of the collective bargaining process. The proposals are made without prejudice to the City's position in any grievance, grievance arbitration, unfair labor practice, court case, or appeals thereof and in some cases are a declaration of existing rights.

**1. DURATION**

The collective bargaining agreement shall be for a period of four (4) years from July 1, 2025, through June 30, 2029.

**2. COMPENSATION**

Wage increases consistent with the City's ability to pay and the Five-Year Plan.

**3. HEALTH AND WELFARE**

- a. As soon as feasible, and no later than January 1, 2026, the DC33 Plan will convert from its current structure to a structure similar to that of other City-AFSCME plans whereby the City reimburses the Plan for an agreed upon percentage of claims and related expenses similar to other City-AFSCME plans.
- b. Changes shall be made in co-pays and deductibles. Co-insurance and/or employee contributions will be modified to reduce the cost to the City of providing benefits for bargaining unit employees and to moderate future cost increases.
- c. The Health and Welfare Fund will maintain an aggressive wellness program and implement and maintain a disease management program, including a diabetes management/prevention program.
- d. Employee contributions for smokers shall include a surcharge. Employees subject to a smoker surcharge shall have that surcharge waived through successful completion of a defined tobacco cessation program.
- e. In the event that comprehensive healthcare legislation is passed on the federal or state level, the parties agree to meet and discuss the impact, if any, of such legislation on the City's contractual funding obligation towards the cost of the existing health care programs.
- f. DC33 in conjunction with the City of Philadelphia will agree to work in good faith to identify cost containment strategies as a means to manage the cost of healthcare programs offered to employees.
- g. As required by the May 11, 2021 Healthcare Agreement, the DC33 Health and Welfare Fund shall conduct a Dependent Verification Audit via a third party to confirm the eligibility of covered employees and their dependents to be completed no later than July 1, 2026. The Dependent Verification Audit will begin no later than January 1, 2026. The Fund shall identify a provider to conduct the audit no later than November 1, 2025.

#### **4. WORK SCHEDULES**

The provisions of the contract governing Departmental committees to discuss work schedule proposals shall be amended as follows:

- a. The City shall have the right to change schedules to accommodate weekend and evening work without payment of overtime, including the use of flextime.
- b. The City shall have the right to change employee schedules to last more than 10 business days without the requirement of a submission to a neutral tie breaker, provided that affected employees are given at least thirty (30) days' notice of a change in schedule. The right to implement such schedules shall not be limited to the one time each year opportunity created under the previous contract language. Non-standard schedule changes may include, but not be limited to, any or all of the following: multiple starting times, rotating regular days off, split shifts and less than five-day work schedules.
- c. Employees may be assigned regularly to work alternate or compressed work schedules including, but not limited to, 12-hour shifts, four (4) 10-hour days or other schedules upon fourteen (14) days' advance notice.
- d. The City shall have flexibility to change the shifts of employees who work in work units that require 24-hour coverage.

#### **5. OVERTIME**

Employees will be selected for voluntary overtime based on skills and performance, not just seniority.

#### **6. PART-TIME, OR TEMPORARY EMPLOYEES**

There shall be no restrictions on the City's ability to use part-time or temporary employees.

#### **7. SICK LEAVE**

Changes shall be made to the existing sick leave provisions as necessary to reduce sick leave and absenteeism, including, but not limited to, the following:

- a. Employees on the Excessive Use of Sick Leave List shall not earn sick leave until they have been removed from the list.
- b. All use of sick leave for scheduled medical appointments must be approved in advance by the designated individual in the employee's department. Any medical appointment which is not approved in advance will be considered uncertified, except for proof of an urgent appointment need (the note must describe the urgency of the situation).

- c. Upon suspected abuse of the certified sick leave rules, the department may require an employee to see a medical provider of the City's choosing to verify the alleged illness.
- d. Departments may require that employees use no more leave time than is necessary for a medical appointment, i.e., employees may be directed to report to work before or after a medical appointment.
- e. For an absence to be considered certified, the medical documentation of the absence must contain arrival and departure time at the medical appointment, completed and signed by the medical practitioner.
- f. Modify the use of accumulated sick days to cover long term illness.

## **8. LEAVE BENEFITS**

- a. Employees shall be permitted to take unpaid leave only with prior approval (including foreseeable FMLA leave) except in emergency circumstances. Employees who violate this policy will be subject to discipline up to and including termination.
- b. **Pro-rated Administrative leave earned during first year of employment.**
  - During the first year of employment:
    - i. Employees hired between July 1 and July 31 will earn four (~~4~~<sup>5</sup>) days of administrative leave.
    - ii. Employees hired between August 1 and October 31 will earn two (2) days of administrative leave.
    - iii. Employees hired between November 1 and November 30 will earn one (1) day of administrative leave.
    - iv. Employees hired between December 1 and June 30 will not earn any administrative leave in that fiscal year.
  - c. All rules applicable to the use of administrative leave remain unchanged.
  - d. The City may limit and/or cancel leave for the period of national security events or large-scale events.
  - e. The provisions of the Contract governing "Pilot Work Schedules," including but not limited to terms regarding holiday pay, shall apply to all bargaining unit members.

## 9. PERFORMANCE MANAGEMENT

- a. The City shall have the right to issue new performance evaluation forms upon thirty (30) days notice to the Union and an opportunity for the Union to provide input.<sup>1</sup>
- b. The City may conduct performance evaluations throughout the year, either periodically or at the completion of a specific project, depending on the employee's job duties.<sup>2</sup>
- c. Employees who receive two (2) consecutive unsatisfactory evaluations shall be subject to disciplinary action, which may include demotion, reduction in pay step, or discharge.
- d. After meeting and discussing with the appropriate local, the City may implement an incentive and/or bonus pay system, subject to annual renewal by the City. Such bonuses may be based upon individual or group performance.

## 10. DISCIPLINE AND DISCHARGE

The following shall be added to the existing disciplinary provisions:

- a. IMMEDIATE SUSPENSION. Under any of the following circumstances, an employee may be immediately suspended without pay pending a full investigation and disciplinary process:
  - i. When the employee presents a threat of physical harm to himself, herself, or others, or engages in conduct or behavior that potentially violates the City's Workplace Violence Policy or engages in harassing behavior;
  - ii. When the appointing authority or designee has a reasonable basis to believe that the employee poses a threat to the integrity of City equipment, materials, supplies or records;
  - iii. When an employee has been arrested and charged with a felony or a serious misdemeanor.
- b. Past discipline will be considered in determining progressive discipline for up to five (5) years. Discipline for certain serious offenses, such as harassment, workplace violence, or jeopardizing the safety of a child, will remain on an employee's record permanently and may be considered as part of determining the penalty for any future disciplinary actions.
- c. Imposition of discipline will not be delayed by the lack of availability of a union official to attend a hearing.

---

<sup>1</sup> Submitted as a declaration of existing rights.

<sup>2</sup> Submitted as a declaration of existing rights.

## **11. GRIEVANCE PROCEDURE**

The grievance procedure shall be amended, as necessary, to reflect the following:

- a. Suspensions of five (5) days or less, oral or written warnings, transfers, and performance ratings are subject to the grievance procedure but shall not be subject to arbitration.
- b. RETROACTIVITY OF AWARDS
  - i. The Retroactivity of Awards section of the Grievance and Arbitration Procedure shall be amended to provide that any claim for back pay shall be limited to the period of six (6) months from the date of separation and shall continue to be subject to all current offsets for earnings and unemployment compensation. Employees discharged due to criminal charges for conduct away from the job shall not be eligible for any back pay in the event of reinstatement.
- c. LIMITATION ON ARBITRATION REMEDIES
  - i. Any grievance arbitration award that includes an award for lost overtime will not provide for the payment of cash overtime, but rather shall mean that the employee will be provided the opportunity to work the hours that have been identified as lost overtime, either through the award of the arbitrator or through the agreement of the parties, within a specified period of time determined by the arbitrator or through agreement of the parties.
- d. LIMITATION ON OBLIGATION TO PROCESS GRIEVANCES
  - i. Grievances challenging employee terminations will not be processed at STEP IV of the grievance and arbitration procedure until all City-provided equipment and property, including, but not limited to, electronic and physical property, is returned to appropriate City personnel. No back pay will accrue during the period of any delay caused by (1) an employee's failure to return property; (2) an employee's failure to attend any meeting or hearing; or (3) any request made by the employee.

## **12. APPOINTMENTS, ASSIGNMENTS AND TRANSFERS**

- a. Eliminate any contractual provisions or past practices that impede the City's flexibility to assign personnel, including the right to transfer employees and the right to assign work to non-bargaining unit personnel.
- b. City can implement job training or apprenticeship programs using non-bargaining unit personnel to perform bargaining unit work with the intent to train people to perform City jobs.

- c. If an employee successfully obtains or has obtained a CDL driver's license as a result of City-provided or -funded training, then the City may require such an employee to be assigned to drive heavy-duty vehicles, including as an out-of-class assignment. Refusal to perform such assignment may result in disciplinary action.

### **13. PROBATIONARY PERIOD**

- a. Employees who are on leave, regardless of reason, whether paid or unpaid, for longer than seven (7) calendar days during a probationary period shall have their probation extended by the length of the leave.
- b. Employees who are transferred to a new position within the employee's existing job classification in a new department or who are appointed pursuant to Civil Service Regulation 32 shall be subject to a probationary period of six (6) months. Rejection during probation shall not be subject to the grievance or arbitration procedure.

### **14. REDESIGNING GOVERNMENT INITIATIVE**

The Redesigning Government Initiative shall be extended during the term of this agreement.

### **15. SEPARABILITY AND SAVINGS**

If during the term of this agreement, any legislation is passed that provides for an increase in wages or fringe benefits for covered employees, and this change results in increased costs for the City, the City shall have the right to adjust other terms and conditions of employment to cover the increased costs.