

A. F. S. C. M. E. LOCAL # 696
GENERAL MEMBERSHIP MEETING
THURSDAY, MAY 25, 2023

AT 6:00 PM

3001 WALNUT STREET

Dinner will be served 5:30

Please note date change

Meeting will be held on the 5th Floor
Room 2

Plan to Attend!

Union starts with U and U, Unites Us
Together Everyone Achieves More

Anthony Dinkins,
President

Tori Rodgers,
Secretary



**DC 33 Local 696
Information**

Health Benefits

- Health Benefits are through Blue Cross/Blue Shield: Keystone East
- There are three tiers to choose from
- JFK Medical Center has no co-pay for anything
- Can still keep primary physician if you prefer, just make sure they are on the network
- DC 33 has an agreement with Temple Hospital for services
- District Council 33 Access Line (215) 926-4000
- Available from 8 am – 5 pm to take your calls

Temple Health

- DC 33 has an agreement with Temple Hospital for services
- District Council 33 Access Line (215) 926-4000
Available from 8 am – 5 pm to take your calls

Dental Benefits

- Dental Benefits are provided by Aetna PPO
- Many procedures covered 100%
- Always check to make sure so there are no surprises if it is only 80%

Vision Benefits

- Vision Benefits are provided by Vision Benefits of America (VBA)
- Many options covered 100% (not designer)
- Exams once every 24 months for adults, once every 12 months for child

Parental Leave

- Paid for 4 weeks for mother and father (not at same time)
- Your time is not calculated in the 4 weeks, this is separate
- Must have 6 months of paid service before it can be used
- Provided for birth of child, adaption or fostering of child under age 18
- Can use once in a 12-month period

Holidays

With last contract Juneteen added as a permanent holiday

There are now 12 holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Indigenous People Day/Columbus Day
- Veteran's Day
- Thanksgiving
- Christmas

Administrative Leave Days (AL)

- As of the last contract we now have 5 AL days
- We receive them on July 1st and they must be used by June 30th (a fiscal year)
- You lose if they are not used – they do not carry over

Also:

- Vacation Day buy back: can sell back up to 10 days – must have 40 days on the books
- Sick time donation: can give sick time to a specific person to use if they run out of time due to illness
 - Can donate to any DC 33 staff member
 - Any DC 33 department or rate of pay

Sick Leave

- Sick Abuse has changed
 - 3 days (22.5 hrs) uncertified will receive a warning
 - 5 days (37.5 hrs) uncertified will be placed on Sick Abuse List
 - Sick Abuse List is a rolling 12 month calendar - If another uncertified day is used the sick abuse list start again
 - Must get a doctor's note to avoid being on list
 - JFK Medical has walk in doctors who you can see and get a note

Legal Services

- DC 33 offers Free Legal Services to its members
- Cannot help with Felonies
- Can help with divorces, child custody, child support, wills, etc.
- Located at: 3001 Walnut St, 10th floor in the DC 33 building

Due Process

- Supervisors/Administrators cannot just impart discipline to anyone at any time
 - Due process is the right of all employees to fair treatment
 - Steps of discipline
 - Coaching Session
 - Verbal Warning
 - Written Warning
- Contact your Union Representative for all discipline

Weingarten Rights

- Federal rights of all Employees
- Go into meeting, but stop if it is sounding disciplinary
- Call Union Representative Immediately

Weingarten Rights

If this discussion, meeting or telephone call could in any way be related to my being disciplined or terminated or affect any of my working conditions,

I exercise my federal rights and hereby request that my union representative or shop steward be present.

Without their presence, I choose not to participate in this discussion or meeting.

Please do not request that I waive this right.

NLRB v. J. Weingarten, Inc. 420 U.S. 251

Contact Information

- DC 33 Local 696

Tony gave his personal cell number to attending members. In the interest of privacy, we will not publish it. However, we will give his number to individual Local 696 members on request. -Matt

- President Tony Dinkins

- 215-895-3329

- Business Agent Mark Weaver

- 215-895-3330

- Steward/Delegate located in Library

- Mary Kachline, LA 3, Wynnefield Library
 - Marlon Barclay, MG, Central Public Libray
 - Stanley Bryson, MGS, Southwest Area
 - Sheryl David, LA 1, Volunteer Office
 - Shelly Robinson, DRS, West Oak Lane Library



TOGETHER EVERYONE ACHIEVES MORE
BOBBY C. DAVIS
 President



ANTHONY DINKINS
 Business Agent



PHILADELPHIA FINANCE & LIBRARY DEPARTMENT EMPLOYEES, AFSCME, LOCAL 696

LOCAL 696

EMPLOYEE'S 2023 CALENDAR

☐ GROUP 1 ■ GROUP 2

◆ GENERAL MEMBERSHIP MEETING ★ HOLIDAYS

JANUARY

S	M	T	W	T	F	S
1	★	3	4	5	■	7
8	9	10	11	12	□	14
15	★	17	18	◆	■	21
22	23	24	25	26	□	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	■	4
5	6	7	8	9	□	11
12	13	14	15	16	■	18
19	★	21	22	23	□	25
26	27	28				

MARCH

S	M	T	W	T	F	S
		1	2	3	■	4
5	6	7	8	9	□	11
12	13	14	15	◆	■	18
19	20	21	22	23	□	25
26	27	28	29	30	■	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	□	★	8
9	10	11	12	13	■	15
16	17	18	19	20	□	22
23	24	25	26	27	■	29
30						

MAY

S	M	T	W	T	F	S
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7	8	9	10	11	■	13
14	15	16	17	◆	□	20
21	22	23	24	25	■	27
28	★	30	31			

JUNE

S	M	T	W	T	F	S
				1	□	3
4	5	6	7	8	■	10
11	12	13	14	15	□	17
18	★	20	21	22	■	24
25	26	27	28	29	□	

JULY

S	M	T	W	T	F	S
						1
2	3	★	5	6	■	8
9	10	11	12	13	□	15
16	17	18	19	20	■	22
23	24	25	26	27	□	29
30	31					

AUGUST

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		1	2	3	■	5
6	7	8	9	10	□	12
13	14	15	16	17	■	19
20	21	22	23	24	□	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
						2
3	★	5	6	7	□	9
10	11	12	13	14	■	16
17	18	19	20	◆	□	23
24	25	26	27	28	■	30

OCTOBER

S	M	T	W	T	F	S
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8	★	10	11	12	■	14
15	16	17	18	19	□	21
22	23	24	25	26	■	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	□	4
5	6	7	8	9	■	11
12	13	14	15	◆	□	18
19	20	21	22	★	■	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
						2
3	4	5	6	7	■	9
10	11	12	13	14	□	16
17	18	19	20	21	■	23
24	★	26	27	28	□	30
31						

BOBBY C. DAVIS, President

- LOCAL 696 895-3330/29
- District Council 33 895-3300
- Credit Union 934-3500
- Employees Health Center 685-2900
- Legal Services 349-9405
- Medical Center 386-3556
- AETNA 1-800-370-4526
- Behavior Health 1-800-424-5679
- Member Services 1-888-287-4296



MARK WEAVER, Vice President - TORI RODGERS, Secretary - ANTHONY DINKINS, Business Agent

- Prescription Plan 1-888-792-3862
- Dental Plan 1-877-238-6200
- Optical Plan 1-800-432-4966
- Banquet Hall (3001 Walnut st) 895-3308/3353
- Health/Welfare 895-3300
- Mayor's Office 686-2181
- Poison Info. 386-2100
- Police and Fire CU 931-0300

FATINA EL, Treasurer

- Pensions 215-685-3480
- Police (911)
- Fire (911)
- Ambulance 877-5900
- Gas 235-1212
- Electric 841-4141
- Water-Sewer 686-6880
- Water Dept. 592-6300



Dental Benefits Summary

	Active PPO With PPO/II Network	
	Participating	Non-participating
Annual Deductible*		
Individual	None	None
Family	None	None
Preventive Services	100%	100%
Basic Services	100%	100%
Major Services	80%	80%
Annual Benefit Maximum	Unlimited	\$5,000
Office Visit Copay	N/A	N/A
Orthodontic Services (Adult and Child)	80%	80%
Orthodontic Deductible	None	None
Orthodontic Lifetime Maximum	Unlimited	\$5,000

*Out-of-Network benefits based on the 90th% UCR

Partial List of Services	Active PPO With PPO/II Network	
	Participating	Non-participating
Preventive		
Oral examinations (a)	100%	100%
Cleanings (a) Adult/Child	100%	100%
Fluoride (a)	100%	100%
Sealants (permanent molars only) (a)	100%	100%
Bitewing Images (a)	100%	100%
Full mouth series Images (a)	100%	100%
Space Maintainers	100%	100%
Basic		
Root canal therapy		
Anterior teeth / Bicuspid teeth	100%	100%
Root canal therapy, molar teeth	100%	100%
Scaling and root planing (a)	100%	100%
Gingivectomy (a)*	100%	100%
Amalgam (silver) fillings	100%	100%
Composite fillings (anterior teeth only)	100%	100%
Stainless steel crowns	100%	100%
Incision and drainage of abscess*	100%	100%
Uncomplicated extractions	100%	100%
Surgical removal of erupted tooth*	100%	100%
Surgical removal of impacted tooth (soft tissue)*	100%	100%
Crown Lengthening	100%	100%
General anesthesia/intravenous sedation*	100%	100%
Surgical removal of impacted tooth (partial bony/ full bony)*	100%	100%
Osseous surgery (a)*	100%	100%
Major		
Inlays	80%	80%
Onlays	80%	80%
Crowns	80%	80%
Full & partial dentures	80%	80%
Pontics	80%	80%
Denture repairs	80%	80%
Crown Build-Ups	80%	80%

*Certain services may be covered under the Medical Plan. Contact Member Services for more details.
(a) Frequency and/or age limitations may apply to these services. These limits are described in the booklet/certificate.



Dental Benefits Summary

Other Important Information

This Aetna Dental® Preferred Provider Organization (PPO) benefits summary is provided by Aetna Life Insurance Company for some of the more frequently performed dental procedures. Under the Dental Preferred Provider Organization (PPO) plan, you may choose at the time of service either a PPO participating dentist or any nonparticipating dentist. With the PPO plan, savings are possible because the participating dentists have agreed to provide care for covered services at negotiated rates. Non-participating benefits are subject to recognized charge limits.

Emergency Dental Care

If you need emergency dental care for the palliative treatment (pain relieving, stabilizing) of a dental emergency, you are covered 24 hours a day, 7 days a week.

When emergency services are provided by a participating PPO dentist, your co-payment/coinsurance amount will be based on the negotiated fee schedule. When emergency services are provided by a non-participating dentist, you will be responsible for the difference between the plan payment and the dentist's usual charge. Refer to your plan documents for details. Subject to state requirements. Out-of-area emergency dental care may be reviewed by our dental consultants to verify appropriateness of treatment.

Partial List of Exclusions and Limitations* - Coverage is not provided for the following:

1. Services or supplies that are covered in whole or in part:
 - (a) under any other part of this Dental Care Plan; or
 - (b) under any other plan of group benefits provided by or through your employer.
2. Services and supplies to diagnose or treat a disease or injury that is not:
 - (a) a non-occupational disease; or
 - (b) a non-occupational injury.
3. Services not listed in the Dental Care Schedule that applies, unless otherwise specified in the Booklet-Certificate.
4. Those for replacement of a lost, missing or stolen appliance, and those for replacement of appliances that have been damaged due to abuse, misuse or neglect.
5. Those for plastic, reconstructive or cosmetic surgery, or other dental services or supplies, that are primarily intended to improve, alter or enhance appearance. This applies whether or not the services and supplies are for psychological or emotional reasons. Facings on molar crowns and pontics will always be considered cosmetic.
6. Those for or in connection with services, procedures, drugs or other supplies that are determined by Aetna to be experimental or still under clinical investigation by health professionals.
7. Those for dentures, crowns, inlays, onlays, bridgework, or other appliances or services used for the purpose of splinting, to alter vertical dimension, to restore occlusion, or to correct attrition, abrasion or erosion.
8. Those for any of the following services (Does not apply to the DMO plan in TX):
 - (a) an appliance or modification of one if an impression for it was made before the person became a covered person;
 - (b) a crown, bridge, or cast or processed restoration if a tooth was prepared for it before the person became a covered person; or
 - (c) root canal therapy if the pulp chamber for it was opened before the person became a covered person.
9. Services that Aetna defines as not necessary for the diagnosis, care or treatment of the condition involved. This applies even if they are prescribed, recommended or approved by the attending physician or dentist.
10. Those for services intended for treatment of any jaw joint disorder, unless otherwise specified in the Booklet-Certificate.
11. Those for space maintainers, except when needed to preserve space resulting from the premature loss of deciduous teeth.
12. Those for orthodontic treatment, unless otherwise specified in the Booklet-Certificate.
13. Those for general anesthesia and intravenous sedation, unless specifically covered. For plans that cover these services, they will not be eligible for benefits unless done in conjunction with another necessary covered service.
14. Those for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be done by a licensed dental hygienist. In this case, the treatment must be given under the supervision and guidance of a dentist.
15. Those in connection with a service given to a person age 5 or older if that person becomes a covered person other than:
 - (a) during the first 31 days the person is eligible for this coverage, or
 - (b) as prescribed for any period of open enrollment agreed to by the employer and Aetna. This does not apply to charges incurred:
 - (i) after the end of the 12-month period starting on the date the person became a covered person; or
 - (ii) as a result of accidental injuries sustained while the person was a covered person; or
 - (iii) for a primary care service in the Dental Care Schedule that applies as shown under the headings Visits and Exams, and X-rays and Pathology.



Dental Benefits Summary

16. Services given by a nonparticipating dental provider to the extent that the charges exceed the amount payable for the services shown in the Dental Care Schedule that applies.

17. Those for a crown, cast or processed restoration unless:

- (a) it is treatment for decay or traumatic injury, and teeth cannot be restored with a filling material; or
 - (b) the tooth is an abutment to a covered partial denture or fixed bridge.
18. Those for pontics, crowns, cast or processed restorations made with high-noble metals, unless otherwise specified in the Booklet-Certificate.

19. Those for surgical removal of impacted wisdom teeth only for orthodontic reasons, unless otherwise specified in the Booklet-Certificate.

20. Services needed solely in connection with non-covered services.

21. Services done where there is no evidence of pathology, dysfunction or disease other than covered preventive services.

Any exclusion above will not apply to the extent that coverage of the charges is required under any law that applies to the coverage.

*This is a partial list of exclusions and limitations, others may apply. Please check your plan booklet for details.

Your Dental Care Plan Coverage Is Subject to the Following Rules:

Replacement Rule

The replacement of, addition to; or modification of: existing dentures; crowns; casts or processed restorations; removable denture; fixed bridgework; or other prosthetic services is covered only if one of the following terms is met:

The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed. This coverage must have been in force for the covered person when the extraction took place.

The existing denture, crown; cast or processed restoration, removable denture, bridgework, or other prosthetic service cannot be made serviceable, and was installed at least 8 years before its replacement.

The existing denture is an immediate temporary one to replace one or more natural teeth extracted while the person is covered, and cannot be made permanent, and replacement by a permanent denture is required. The replacement must take place within 12 months from the date of initial installation of the immediate temporary denture.

The extraction of a third molar does not qualify. Any such appliance or fixed bridge must include the replacement of an extracted tooth or teeth.

Tooth Missing But Not Replaced Rule

Coverage for the first installation of removable dentures; fixed bridgework and other prosthetic services is subject to the requirements that such removable dentures; fixed bridgework and other prosthetic services are (i) needed to replace one or more natural teeth that were removed while this policy was in force for the covered person; and (ii) are not abutments to a partial denture; removable bridge; or fixed bridge installed during the prior 5 years.

Alternate Treatment Rule: if more than one service can be used to treat a covered person's dental condition, Aetna may decide to authorize coverage only for a less costly covered service provided that all of the following terms are met:

- (a) the service must be listed on the Dental Care Schedule;
- (b) the service selected must be deemed by the dental profession to be an appropriate method of treatment; and
- (c) the service selected must meet broadly accepted national standards of dental practice.

If treatment is being given by a participating dental provider and the covered person asks for a more costly covered service than that for which coverage is approved, the specific copayment for such service will consist of:

- (a) the copayment for the approved less costly service; plus
- (b) the difference in cost between the approved less costly service and the more costly covered service.

Finding Participating Providers

Consult Aetna Dentals online provider search for the most current provider listings. Participating providers are independent contractors in private practice and are neither employees nor agents of Aetna Dental or its affiliates. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice. For the most current information, please contact the selected provider or Aetna Member Services at the toll-free number on your online ID card, or use our Internet-based provider search available at www.aetna.com.

Specific products may not be available on both a self-funded and insured basis. The information in this document is subject to change without notice. In case of a conflict between your plan documents and this information, the plan documents will govern.

In the event of a problem with coverage, members should contact Member Services at the toll-free number on their online ID cards for information on how to utilize the grievance procedure when appropriate. All member care and related decisions are the sole responsibility of participating providers. Aetna Dental does not provide health care services and, therefore, cannot guarantee any results or outcomes.



District Council 33
Effective Date: 01-01-2022

Dental Benefits Summary

Dental plans are provided or administered by Aetna Life Insurance Company, Aetna Dental Inc., Aetna Dental of California Inc. and/or Aetna Health Inc.

Telehealth Services: The plan will reimburse the treating or consulting provider for the diagnosis, consultation, or treatment of an enrollee via telehealth on the same basis and to the same extent that the plan would reimburse the same covered in-person service.

In Texas, the Dental Preferred Provider Organization (PPO) is known as the Participating Dental Network (PDN), and is administered by Aetna Life Insurance Company.

This material is for informational purposes only and is neither an offer of coverage nor dental advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract. The availability of a plan or program may vary by geographic service area. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Some benefits are subject to limitations or exclusions. Consult the plan documents (Schedule of Benefits, Certificate/Evidence of Coverage, Booklet, Booklet-Certificate, Group Agreement, Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitations relating to your plan.

Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call 877-238-6200.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),
1-800-648-7817, TTY: 711,
Fax: 859-425-3379 (CA HMO customers: 860-262-7705),
CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).

TTY:711

English	To access language services at no cost to you, call the number on your ID card.
Albanian	Për shërbime përkthimi falas për ju, telefononi në numrin që gjendet në kartën tuaj të identitetit.
Amharic	የድንገት አገልግሎቶችን ያስከፍያ ለመግኘት፣ በመታወቂያዎች ላይ ያሉውን ቁጥር ይደውሉ።
Arabic	الحصول على الخدمات اللغوية دون أي تكلفة، الرجاء الاتصال على الرقم الموجود على بطاقة ائمتنا.



Dental Benefits Summary

Telugu	బాష సేవలను మీకు ఖర్చు చేశాండా అందుకునేందుకు, మీ బది కార్డుపై ఉన్న సంబంధం కార్డు చేయండి.
Thai	หากท่านต้องการเข้าถึงการบริการทางด้านภาษาโดยไม่มีค่าใช้จ่าย โปรดโทรหาหมายเลขที่แสดงอยู่บนบัตรประชาชน
Tongan	Kapau 'oku ke fiema'u ta'etōtōngi 'a e ngaahi sévesi kotoa pé he ngaahi lea kotoa, telefoni ki he fika 'oku hā atu 'i ho'o ID kaati.
Turkish	Dil hizmetlerine ücretsiz olarak erişmek için kimlik kartınızdaki numarayı arayın.
Ukrainian	Щоб безкоштовно отримати мовні послуги, зазначіть за номером, вказаним на вашій ідентифікаційній картці.
Urdu	لسانئ خدمات تک مفت رسائی کے لیے، اپنے بیہ کے ID کارڈ پر درج نمبر پر کال کریں۔
Vietnamese	Để sử dụng các dịch vụ ngôn ngữ miễn phí, vui lòng gọi số điện thoại ghi trên thẻ ID của quý vị.
Yiddish	צו באקומען שפראך דינסטער פון אפצאל, רופט דעם נומער אויף אידער ID קארטל.
Yoruba	Láti ràyèsí àwọn isẹ̀ èdè fún ọ lófẹ́ẹ̀, pe nọmbà tò wà lórí kààdì idánímò ọ.

DUE PROCESS GUIDELINES

The following due process guidelines have been adapted from common practice in both the public and private sector. They are designed to protect the due process rights of employees and to avoid invalidation of disciplinary actions on procedural grounds. Attachment A - Just Cause for Discipline has been adapted from a publication of the American Arbitration Association and provides a list of factors evaluated by arbitrators in determining if the just cause standard has been met.

Purpose: To insure that employees are afforded due process when charged with serious violations that require immediate action.

1. Review the labor contract - our labor agreements have recognized the just cause standard for discipline of permanent employees. The appointing authority should review the contract to determine if additional provisions have been negotiated concerning discipline.
2. Apply the test of reasonable action - Discipline should not be imposed in haste, remember that the burden of proof for a disciplinary action rests on the employer. The appointing authority must weight the available facts and the nature of the infraction to determine if the employee presents a threat to self or others. If the appointing authority concludes that the employee presents such a threat, he may then suspend pending a full and complete investigation. If the employee is not a threat to self or others, the disciplinary action should be reviewed and thoroughly substantiated before actions are taken.
3. The appointing authority in the case of immediate action should first contact the City Solicitor's Office at 686-5274 to review the circumstances which lead to the conclusion that immediate discipline is necessary.
4. The appointing authority should then verbally notify the Union. The first contact should be with the employee's steward. If the steward is not available then contact the chief steward for the department, or the Local's President or Business Agent.
5. Issue the notice of suspension form to the employee. Specify the nature of the charges, even if the final outcome of discipline is pending completion of an investigation. If the action is pending investigation indicate that the employee may be subject to additional discipline but that if exonerated the employee will be made whole. Schedule a hearing to fully review all charges.
6. Provide copies of the suspension notice to the Union at the same time it is issued to the employee.
7. Share all specific data directly related to the charge with the Union and the employee in advance of the hearing. If you have any questions about what information should be

should contact the Law Department. Depending upon the nature of the charges allow a reasonable amount of time for the employee to prepare a defense. For less complicated issues two days should be sufficient, for more complex issues five days or more may be needed.

Provide for a hearing at which the employee is represented by a representative of the Union (N.B. this does not guarantee the presence of a specific union official, however, departments are not precluded from making reasonable accommodations for a specific union representative.) At the hearing the employee should again be presented with charges and the specific supporting detail. The employee and the Union should both be permitted to present argument to the charges and evidence on a very liberal basis. The purpose of the hearing is to allow the employee to rebut the charges. The hearing officer should not superimpose any determination on relevancy of the rebuttal or evidence until making the recommendation or decision.

The appointing authority shall then act or shall then review the recommendation of the hearing officer and made a decision concerning the appropriate disciplinary action (refer to attachment A).

0. The employee and the Union should then be notified by personal delivery of the disciplinary action or registered mail delivery.

WICHITA 10 DAYS

DISTRICT COUNCIL 33 GRIEVANCE PROCEDURE

TIME FRAME

<u>Union</u> 20 days to be filed in writing	<u>City</u> 14 days to respond in writing	<u>STEP 1</u> Employee/Grievant Steward
<u>Union</u> 14 days to file in writing	<u>City</u> 14 days to respond in writing	<u>STEP 2</u> Grievant Union Representative Deputy Division Head
<u>Union</u> 14 days to file in writing	<u>City</u> 14 days to respond in writing	<u>STEP 3</u> Grievant Union Representative Department Head/Commissioner
<u>Union</u> 20 days to file in writing	<u>City</u> 10 days to schedule meeting	<u>STEP IV</u> Grievant Union Representative Personnel Director
<u>Union</u> 10 days to file in Writing	<u>City</u> 15 days to attempt to mediate the grievance	<u>STEP V</u> Grievant 6 member panel (3 members appointed by union; 3 members by city)
<u>Union</u> DC 33 may request arbitration of the Grievance if unresolved in 165 days and Through Step IV or V. DC 33 may request Within 5 days of Step IV answer or Step V answer.		<u>STEP VI</u> Binding Grievance Arbitration Final step of grievance procedure ends at binding grievance arbitration.



***AFSCME* DISTRICT COUNCIL 33**

ERNEST GARRETT
President

OMAR SALAAM
Vice President

FRANCIS HALBHERR
Secretary Treasure

*And the Executive Board
of AFSCME District Council 33*

*Legal
Services
Plan*

3001 WALNUT STREET
10TH FLOOR
PHILADELPHIA, PENNSYLVANIA 19104
(215) 349-9405
FAX: 387-7358

**AFSCME DISTRICT COUNCIL 33
LEGAL SERVICES FUND
SUMMARY PLAN DESCRIPTION
GENERAL INFORMATION**

A. Purpose

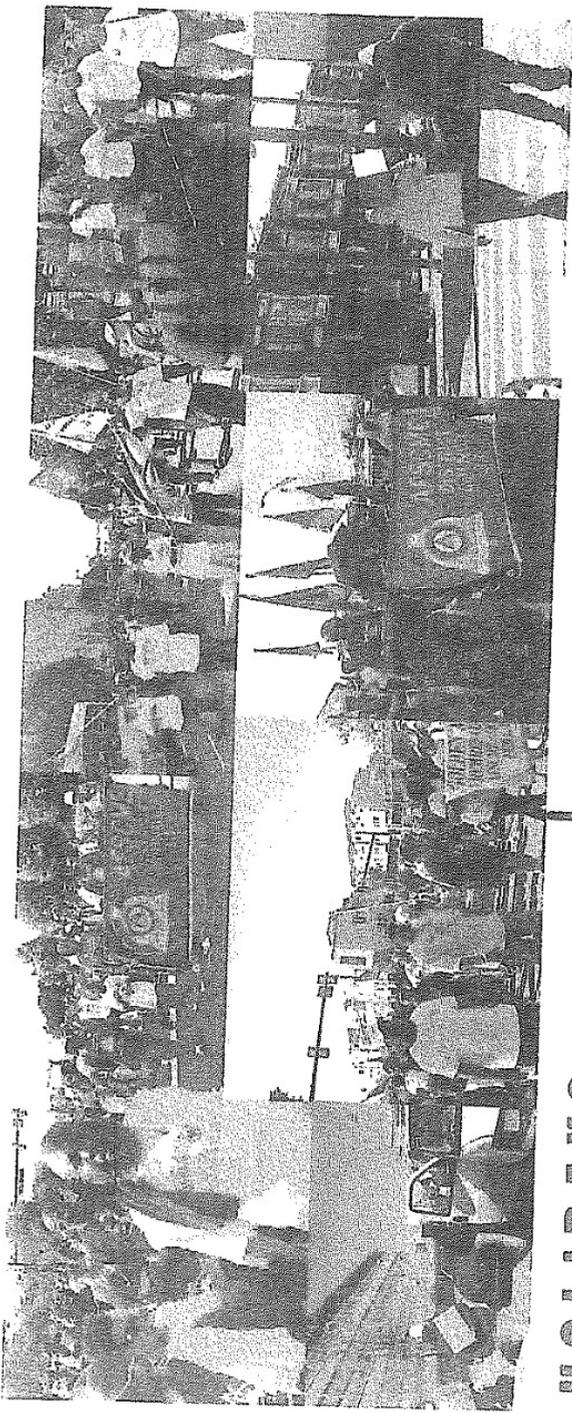
District Council 33, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "District Council 33") has, pursuant to the provisions of a Declaration of Trust approved by the Executive Board of District Council 33, established the District Council 33 Legal Services Fund ("the Fund"). The Fund is designed to provide legal assistance in personal legal matters involving Bargaining Unit Members, including their Dependents, who are represented by District Council 33 for purposes of collective bargaining. The exact terms and provisions of this group legal services program are contained in the District Council 33 Legal Services Plan (hereinafter referred to as "Plan"), the details of which are more particularly explained in this Summary Plan Description.

The Plan is designed and intended to provide a full scope of legal coverage readily available without cost to our Members and their family members.

B. Obtaining Legal Services from the Plans

To take advantage of the service the Plan offers, Members should contact the office of the Plan. We are located in the Union Hall on the 10th Floor, 3001 Walnut Street, Philadelphia, Pennsylvania 19104, and our telephone number is (215) 349-9405. If you have a legal problem or question, call us for an appointment.

AFSCME DC33 NEGOTIATED PAID HOLIDAYS



HOLIDAYS

- NEW YEARS DAY
- MARTIN LUTHER KING JR. DAY
- PRESIDENT'S DAY
- GOOD FRIDAY
- MEMORIAL DAY
- 4TH OF JULY
- LABOR DAY
- COLUMBUS DAY
- VETERANS DAY
- THANKSGIVING
- CHRISTMAS DAY

MARTIN LUTHER KING JR. DAY

On April 4, 1968, Dr. Martin Luther King Jr. was fatally shot while standing outside his hotel room balcony at the Lorraine Motel in Memphis, Tennessee. Dr. King's commitment to social and racial equality is what we must continually fight for current day. As union members and City workers, we must especially honor his legacy as the civil rights leader was in Memphis to represent and march in solidarity alongside AFSCME Local 1733 (sanitation workers). As fellow AFSCME members, Dr. King died fighting for our rights and we must continue the marathon that he largely help began.

LABOR DAY

The Labor Day Parade is a designated day for all Labor Unions across Philadelphia to gather and celebrate our contributions to the workforce. We march together in solidarity while also representing our own perspective Union. At DC33, we need our entire membership to join us every year to honor not only the Labor movement but yourself! We urge all 10,000 members to come join us to show other Unions and the City of Philadelphia the power and unity that lies within DC33. Join us as each member receives paraphernalia, food, entertainment, and a day of fun for you and your family.

9. Sick Leave

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



SERVICES AVAILABLE

- RADIOLOGY & DIAGNOSIC TESTING.
- LUNG CANCER SCREENING
- DIABETES
- COLON CANCER SCREENING
- PHYSICIAN OFFICE VISITS.
- TELEMEDICINE.
- MORE

Temple Health is thrilled to be the new preferred provider for District Council 33 Members!

To streamline access to our healthcare services, we have developed a dedicated telephone number for you to provide "One Stop Shopping" for scheduling Temple Radiology and Ancillary Services as well as most Temple Physician appointments.

Physician visits are available both in person or via telehealth (where applicable).

District Council 33 Access Line: (215) 926-4000

Live agents are available to take your calls from 8am to 5pm

This plan is designed to cover your visual needs rather than cosmetic options.

Additional Charges

You may incur out-of-pocket charges when selecting any of the following:

- Tinted Lenses
- Photochromic/Polarized Lenses
- Polycarbonate (covered under age 19)
- Hi-index Lenses
- Progressive (available starting at \$29)
- The coating of the lens or lenses (except Basic Scratch Coating)
- A frame that costs more than the plan allowance
- Rimless Frames
- Anti-Reflective

Additionally, costs for contact lenses/services in excess of the plan's scheduled reimbursement allowances are the responsibility of the patient.

Not Covered

The contract gives VBA the right to waive any of the plan limitations if, in the opinion of our optometric consultants, it is necessary for the patient's welfare. VBA provides no benefit for professional services or materials connected with the following:

- Orthoptics or vision training
- Non-prescription lenses
- Two pair of glasses in lieu of bifocals
- Medical or surgical treatment of the eyes
- An eye examination, or corrective eyewear, required by an employer as a condition of employment
- Services of materials provided as result of any Worker's Compensation Law or similar legislation
- Glasses and contacts during the same eligibility period

Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.

Additional Terms and Conditions

Frame allowance is based on wholesale pricing at non-retail locations. Frame allowance, contact lens pricing and policies vary by location. Contact your provider before requesting services.

Benefits may only be used for contact lenses when selected in lieu of all other materials and services. If purchased at the same time from a single provider, you will receive a total allowance of up to \$65 towards the cost of a routine eye exam, contact fitting fees and contact lenses. Any provider charges that exceed this amount shall be the responsibility of the member. Members may be required to pay contact fitting fees out of pocket at some locations.

Benefits and participation may vary by location and where prohibited by state law.

- Benefits may only be used for medically necessary contact lenses when selected in lieu of all other materials.

Additional terms and conditions apply. Contact VBA at 412-881-4900 for more information.



Effective: 3/1/22 – 2/28/23
\$0 Exam / \$0 Materials Copay
Dependent Age: 26 (EOBM)

Frequency Type: Last Date of Service
Vision Exam
Lenses
Frames

Employee
24 Months
24 Months
24 Months

Spouse
24 Months
24 Months
24 Months

Children (age 19 EOBM)
12 Months
12 Months
12 Months

Benefits: Employee Can Select Either
Vision Exam (Glasses)
Clear Standard Lenses (Pair):
Single Vision
Bifocal
Blended Bifocal
Trifocal
Progressives
Lenticular
Polycarbonate
Basic Scratch Coating
Frame (Wholesale Allowance)
-OR-
Elective Contacts (in lieu of eyeglass benefits)
Material Allowance
-OR-
Medically Necessary Contacts

VBA Participating Provider Amount Covered/Benefit (Zero Copay)
Covered in Full
Partially-Covered
Covered in Full
Covered in Full for Persons Up to Age 19
Covered in Full Up to \$ 20
Up to \$ 65 ^A
Covered in Full ^B

Out-of-Network Max Reimbursement (Zero Copay)
\$25
\$20
\$25
\$25
\$30
\$30
\$40
N/A
N/A
\$20
\$65
\$105

Where an "allowance" is shown above, the Member is responsible for paying any charges in excess of the allowance less any applicable copay. Benefits and participation may vary by location, including, but not limited to, Costco® Optical, Pearle Vision, LensCrafters®, Target Optical® and Boscov's™ Optical.

- A The allowance is applied to all services/materials associated with contact lenses, including, but not limited to, contact fitting, dispensing, cost of the lenses, etc. No guarantee the allowance will cover the entire cost of services and materials.
- B Requires prior approval. May only be selected in lieu of all other material benefits listed herein.

Wellness – If a member requires services or materials due to eye disease or injury after exhausting their benefits in a given eligibility period, the Plan will cover one (1) additional vision examination and one (1) additional pair of spectacle lenses in accordance with the above Schedule of Benefits – provided the member complies with the following procedures: a) Secure a written statement from a provider (OD, DO or MD) setting forth the medical necessity and the nature of the disease of injury upon which additional benefits are being requested; b) Submit the written statement to the attention of VBA's Manager of Member Services; and await written approval from VBA before requesting/ordering any additional benefits.



**Philadelphia Municipal Workers District Council 33
VBA #272**

VBA maintains a network of more than 22,000 participating optometrists, ophthalmologists and retail locations nationwide to provide professional vision care to covered members.

HOW YOUR VISION PROGRAM WORKS

Select a VBA participating provider in your area. A list of participating providers is available on our website at vbaplans.com. When scheduling an appointment, notify the provider that your vision benefits are administered through VBA. The provider selected will contact VBA to confirm eligibility and will process services received electronically.

To check your benefit eligibility prior to visiting a provider, visit vbaplans.com or contact one of VBA's customer care representatives toll-free at 1-800-432-4966.

Eligibility (from the last date of service)

- Exam:** Adults/Dependents (over age 19) – Once every 24 months
Children (up to age 19) – Once every 12 months
- Lenses:** Adults/Dependents (over age 19) – Once every 24 months
Children (up to age 19) – Once every 12 months
- Frames:** Adults/Dependents (over age 19) – Once every 24 months
Children (up to age 19) – Once every 12 months

Or:

Contact Lenses

- Adults/Dependents (over age 19) – Once every 24 months
- Children (up to age 19) – Once every 12 months

Member Services

To verify eligibility/dependent age, locate a participating provider, or to receive answers to your vision care inquiries, contact a VBA member services representative at 1-800-432-4966/option 5.

SCHEDULE OF VISION BENEFITS

	VBA PARTICIPATING PROVIDER Amount Covered / Benefit (Zero Copay)	OUT-OF-NETWORK MAX REIMBURSEMENT (Zero Copay)
Vision Exam (for Glasses) Once every 24 months*	Covered in Full	\$ 25
Clear Standard Lenses (Pair) Once every 24 months*	Covered in Full	
Single Vision	Covered in Full	\$ 20
Bifocal	Covered in Full	\$ 25
Blended Bifocal	Covered in Full	\$ 25
Trifocal	Covered in Full	\$ 30
Progressives	Partially-Covered	\$ 30
Lenticular	Covered in Full	\$ 40
Polycarbonate	Covered in Full for Persons Up to Age 19	N/A
Basic Scratch Coating	Covered in Full	N/A
Frame (Wholesale Allowance) Once every 24 months*	Up to \$ 20	\$ 20
- OR -		
Elective Contact Lenses (in lieu of eyeglass benefits) Once every 24 months*		
Material Allowance	Up to \$ 65 ^A	\$ 65
-OR-		
Medically Necessary Contacts	Covered in Full ^B	\$ 105

Where an "allowance" is shown above, the Member is responsible for paying any charges in excess of the allowance less any applicable copay.

Benefits and participation may vary by location, including, but not limited to Costco® Optical, Pearle Vision, LensCrafters®, Target Optical® and Boscov's™ Optical. Check with your provider for details.

A The allowance is applied to all services/materials associated with contact lenses, including, but not limited to, contact fitting, dispensing, cost of the lenses, etc. No guarantee the allowance will cover the entire cost of services and materials

B Requires prior approval. May only be selected in lieu of all other material benefits listed herein.

* Once every 12 months for children up to age 19.

NOTE: Utilization of both participating and non-participating providers in the same benefit period may reduce or eliminate coverage for services and materials depending upon reimbursement or provider payment amounts. Contact VBA's member services department for more information.

PARTICIPATING PROVIDER COVERAGE

Vision Examination

A complete analysis of the eyes and related structures to determine the presence of any vision problems.

- And -

Spectacle Lenses

A VBA participating provider will order and verify the accuracy of your finished lenses.

Wellness – If a member requires services or materials due to eye disease or injury after exhausting their benefits in a given eligibility period, the Plan will cover one (1) additional vision examination and one (1) additional pair of spectacle lenses in accordance with the above Schedule of Benefits – provided the member complies with the following procedures: a) Secure a written statement from a provider (OD, DO or MD) setting forth the medical necessity and the nature of the disease of injury upon which additional benefits are being requested; b) Submit the written statement to the attention of VBA's Manager of Member Services; and await written approval from VBA before requesting/ordering any additional benefits.

Frames

The plan's allowance may cover a wide selection of frames; however, if you select a frame that costs more than your plan allowance, you will be responsible for paying any additional charges.

- Or -

Contacts Selected in Lieu of Glasses

When contact lenses are selected in lieu of glasses, your plan will provide a total allowance of up to **\$65.00**. This includes, but is not limited to, all exam costs including the routine eye exam, contact exam, fitting, dispensing or contact lenses. There is no guarantee that the contact allowance will cover the entire cost. This is in lieu of all other benefits for the benefit period. You will not receive any additional monies for contact lenses and/or contact lens exam costs that are more than the **\$65.00** allowance.

Medically Necessary Contact Lenses

One pair of medically necessary contact lenses are covered when certain specific benefit criteria are satisfied after prior approval from VBA. Prior approval will be limited to treatment of the following conditions: a) following cataract surgery without intraocular lens, b) anisometropia of 4 diopters or more, c) keratoconus when the patient is not correctable to 20/70 in either or both eyes using spectacle lenses, and d) certain extreme visual problems that cannot be corrected with spectacle lenses. If you choose to obtain medically necessary contact lenses from a non-participating provider, subject to VBA's prior approval, you will be reimbursed up to **\$105.00**.

Lasik Surgery

All VBA covered subscribers are eligible to receive a discount at TLC or QualSight locations nationwide. For more information, visit vbaplans.com or call one of VBA's customer care representatives at 1-800-432-4966/option 5.

Plan Allowances

When you choose to obtain services from a VBA participating provider, this plan covers the benefits described herein (examination, professional services, lenses and frames) at no expense to you, if the services and materials selected fall within your plan's applicable allowances.

Exclusions/Limitations

There are no benefits for professional services or materials associated with vision training / subnormal vision aids / non-prescription lenses / lost or broken lenses or frames / medical or surgical treatment of the eyes / two pairs of glasses in lieu of bifocals / services or materials provided as a result of any Workers' Compensation Law or similar legislation or any eye exam required by an employer as a condition of employment.

Optional Vision Materials

This plan is designed to fully cover your visual needs rather than cosmetic lens and frame options. You will incur additional charges for selecting any of the following: rimless frames / a frame costing more than your plan's allowance / polycarbonate lens material for adults / progressive lenses (available starting at \$45.00) / elective contact lenses in excess of your plan's allowance / tinted lenses / photo-sensitive lenses or coated lenses.

NON-PARTICIPATING PROVIDERS

If you choose to use a non-participating provider, pay the doctor the full fee and obtain an itemized receipt containing the patient's name, the date services began, the services and materials received, and the type of lenses purchased. Then, obtain an out-of-network reimbursement form through vbaplans.com. After completing the form, mail or fax your itemized receipts and the form to VBA:

400 Lydia Street, Suite 300
Carnegie, PA 15106

412-881-4898 (facsimile)

OR Simply use VBA's member login with the policyholder's information and select "Out-of-Network Claims." From there, follow the prompts to upload your signed forms and receipts.

Weingarten Rights

It's The Law!

Know Your Rights as a Member

- Management is not obligated to inform employees of their Weingarten rights therefore employees must request them.
- If the discussion in the meeting leads to any possible disciplinary action or termination, say this:

"I request that my steward, local officer or union representation be present. Without union representation, I choose not to answer any further questions. This is my right called Weingarten."

Steward Rights in "Weingarten" Meetings

- Ask to be informed of the purpose of the meeting.
- Meet with the employee before the supervisor begins questioning the employee.
- If necessary, request clarification of a question before the employee responds.
- Offer advice to the employee on how to answer a question.
- Provide additional information to the supervisor after the meeting is over.