

# **COLLECTIVE BARGAINING AGREEMENT**

**PHILADELPHIA COUNCIL AFL-CIO  
&  
TEAMSTERS LOCAL 623**



**FOR THE PERIOD May 7, 2023  
THROUGH May 6, 2026**

**ARTICLE 1 — UNION RECOGNITION & DUES CHECKOFF .....2**

**ARTICLE 2 — NO DISCRIMINATION .....4**

**ARTICLE 3 — LOCKOUTS AND STRIKES.....4**

**ARTICLE 4 — RIGHTS OF MANAGEMENT .....5**

**ARTICLE 5 — MAINTENANCE OF STANDARDS .....5**

**ARTICLE 6 — SENIORITY.....5**

**ARTICLE 7 — WAGES, SALARY AND HOURS OF WORK .....7**

**ARTICLE 8 — MEAL PERIOD .....8**

**ARTICLE 9 — HOLIDAYS.....8**

**ARTICLE 10 — SICK LEAVE .....9**

**ARTICLE 11 — PARENTAL LEAVE .....9**

**ARTICLE 12 — VACATIONS.....10**

**ARTICLE 13 — GRIEVANCE AND ARBITRATION .....10**

**ARTICLE 14 — VALIDITY .....11**

**ARTICLE 15 — DISCIPLINE.....12**

**ARTICLE 16 — INSPECTION PRIVILEGE .....12**

**ARTICLE 17 — STEWARDS.....12**

**ARTICLE 18 — LAYOFF NOTICE.....13**

**ARTICLE 19 — PENSION, MEDICAL, AND OTHER BENEFITS .....13**

**ARTICLE 20 — SAFETY .....14**

**ARTICLE 21 — GENERAL CLAUSES .....14**

**ARTICLE 22 — TERM OF AGREEMENT .....15**

## **AGREEMENT**

This Agreement made and entered into by and between the **Philadelphia Council AFL-CIO** hereinafter called the "Council" and **Teamsters Union Local No. 623**, hereinafter called the "Union."

The Council and the Union adopt this article and enter into this agreement with a mutual intent of preserving and protecting work and job opportunities for the employees covered by this agreement.

Should the Council relocate the existing facility within the city of Philadelphia, the employees will continue to be represented by Teamsters Local No. 623.

## **WITNESSETH**

Whereas, the parties hereto have reached an agreement as a result of collective bargaining, they hereby contract with each other as follows, it being their intent and purpose that this agreement shall determine the terms and conditions of employment to prevail and to be observed during the period of the agreement.

As used herein, whenever "he" or "his", "she" or "hers", or any related pronouns appear, they have been used for literary purposes and are meant in their generic sense.

## **ARTICLE 1 — UNION RECOGNITION & DUES CHECKOFF**

### **Section 1. Recognition**

- (a) The Council hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining of all full-time and part-time employees but excluding all supervisory staff.
- (b) A part-time employee is any employee hired to work less than 1500 paid hours per calendar year. The Council shall provide the Union with a quarterly update of all hours worked for all part-time employees and a year-to-date for hours.
- (c) A full-time position is defined as a permanent position working eight consecutive hours, for five consecutive days (40 hours per week).
- (d) The Council shall have the right to secure new employees from any source. It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date, shall on the 30th day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members. The Council will provide the Union with the names of all newly hired employees within 15 days of the employees first day of work. An employee, who has failed to comply with this clause as required by law, shall be terminated.

- (e) The Council shall deduct each month, Union dues, initiation fees and/or uniform assessments as may be prescribed by the Union from all Union employees who sign a dues deductions authorization, which shall be delivered by the Union to the Council. The Council will promptly remit said deductions together with a list of the names for whom the deduction was made to the Union.

## **Section 2. Union Shop and Dues**

- (a) All present employees who are members of the Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. In order to assist the Local Unions in maintaining current and accurate membership records, the Council will furnish the appropriate Union a list of new employees. The Council agrees to notify the Union when a new employee attains seniority. This notification will be made in conjunction with the new employee listing. The list will include the name, address, social security number, date of hire, shift, and classification or position hired into. The Council shall also notify the Union when the employee is promoted from part-time to full-time. The list will be provided on a monthly basis. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the effective date of this subsection, or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union, as herein provided, shall be terminated seventy-two (72) hours after the Council has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be offered to such employees on the same basis as all other members, and further that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provision of the National Labor Relations Act, but not retroactively.
- (b) The Council agrees to deduct from the pay of all employees covered by this Agreement the initiation fees, dues and/or uniform assessments of the Union having jurisdiction over such employees. The Union will provide the Council a weekly amount to be deducted from each employee. The Union will individually specify the weekly amount to be deducted for initiation fees, union dues and/or assessments. For initiation fees and assessments, the Union will notify the Council the number of weeks these deductions are to be taken from the employee. Notification of deductions to be made by the Council for the benefit of the Union must be received at least one (1) month prior to the date the deduction is to be made. The obligation of the Union to provide this information shall be satisfied by the transmission of a computer file in mutually agreeable format. The Council shall deduct the weekly dues from each vacation week. This will be implemented within six (6) months of ratification of this Agreement. The Council shall make no deductions that are not listed on the Union's monthly or weekly checkoff statement

in those locations which send a checkoff statement to the Council. In the event the Council improperly deducts too much dues money, the amount improperly withheld shall be remitted to the involved employee(s) on the second (2nd) scheduled workday following notification to the Council. The Union shall return any overpayment(s) to the Council within one (1) week following written notification from the Council. The Council will provide a remittance to the Union within fifteen (15) days following the check date the deduction was taken. With each remittance, the Council shall submit a report listing all employees alphabetically with their social security number and job classification. For those employees who had no deduction for the week, the Council will provide a reason. In the event the Union does not want to receive a weekly remittance, the Council will provide a monthly remittance by the fifteenth (15th) day of the following month. However, if this option is chosen, the Council will still make weekly deductions as described above.

## **ARTICLE 2 — NO DISCRIMINATION**

The Council agrees that neither it nor any of its officers, managers or supervisors will differentiate amongst, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union, or because of participation in the Union's affairs or because of race, religious belief, color, age, sex, sexual orientation or any ascriptive characteristic prohibited by applicable law or the AFL-CIO code of conduct; nor shall the Council or any of its officers, managers or supervisors discriminate against any employee or group of employees for presenting any complaint, dispute or grievance to the Union.

The Union shall not differentiate amongst, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union, or because of race, religious belief, color, age, sex, or any other characteristic prohibited by applicable law or the AFL-CIO's code of conduct.

## **ARTICLE 3 — LOCKOUTS AND STRIKES**

- (a) There shall be no cessation of work by reason of lockout. There shall be no slowdown or stoppage of work by any employee or employees to bring about any change in this agreement during the period hereof or because of any grievance or alleged grievance. Any employee violating this Article shall be subject to discharge.
- (b) Any dispute concerning whether or not an officer or officers of the Union authorized, supported, sanctioned or approved any violation of this Article, or whether the Union took immediate steps and used its best efforts to end such violation, shall be referred to the grievance provision of this contract for settlement.

## **ARTICLE 4 — RIGHTS OF MANAGEMENT**

The management of the Council's operation and the direction of the workforce, including the right to hire, to suspend or discharge for just cause is vested exclusively with and retained by the Council. Except as expressly and specifically modified or limited by a specific provision of this Agreement, the Council retains the right to determine and change the nature and manner of the operations including the right to eliminate or modify existing equipment, workplace policies, the right to hire, layoff, discipline, determine the number of employees it shall employ at any time; and the right to assign work, direct and manage the workforce. These enumerated rights are by way of example only and not of limitation.

These rights shall be so exercised as not to discriminate against any member of the Union or conflict with the provisions of this agreement.

Complaints by the Union alleging such discrimination or conflict, if not settled in the lower steps of the grievance procedure, shall be subject to arbitration. The Council retains the right to make and enforce work rules as long as such rules are not arbitrary or capricious and in no way conflicts with the terms and conditions of this agreement.

## **ARTICLE 5 — MAINTENANCE OF STANDARDS**

- (a) The Council agrees to endeavor to maintain all conditions of employment relating to wages, hours of work, overtime differentials, bonuses, fringe benefits, and general working conditions at not less than the standards in effect at the time of the signing of this Agreement, or its effective date, whichever is earlier, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.
- (b) The Council agrees not to enter into any other Agreement or contract, written or oral, with its employees, who are members of the Bargaining Unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- (c) Management, employees and bargaining unit representatives will act in a professional manner and treat each other with dignity and respect at all times.

## **ARTICLE 6 — SENIORITY**

- (a) In all cases of any decrease or increase of the working force and for the purposes of job bidding, the main factor to be considered will be the length of full-time continuous service with the Council. In each instance a determining factor shall be ability and necessary qualifications to perform the particular job. For purposes of layoff only, the Shop Steward shall have super seniority, provided he/she is able to perform the required work.

- (b) A new employee shall work under the provisions of this agreement but shall be employed only on a probationary status for the first 90 days. If he/she is employed beyond said 90 day period, his/her seniority will date from the first day of employment.
- (c) Probationary employees may be discharged at the Council's discretion. However, in cases not involving discharge, probationary employees will have recourse to the grievance mechanisms outlined herein.
- (d) If any employee (1) quits, (2) is discharged, (3) is on layoff in excess of one year, or (4) should fail to report for work upon termination of a leave of absence, or in case of layoff, within seven days of mailing of a recall notice by certified mail, without adequate reason, he/she shall forfeit all seniority previously established and will no longer be considered an employee. It shall be the responsibility of the employee to keep the Council currently informed as to the address and telephone number at which he/she can be reached at any time.
- (e) An employee, who while working for the Council in other than a temporary or part-time position is inducted into the military or naval service of the United States, shall be entitled to re-employment in accordance with the provisions of the law as it exists at the time the application for re- employment is made.
- (f) Upon written request, an employee may be granted a leave of absence, without pay, for personal reasons for a period not to exceed 30 days. Such personal leaves may be extended by the Council, upon written request by the employee, for additional 30 day periods. However, an employee on a personal leave of absence for more than 30 days shall not be eligible for any benefits under this Agreement until such time as the employee returns to active employment. Employees on leave of absence who engage in employment for another employer shall be terminated.
- (g) The Council will supply the Union a copy of all forms, both paper and electronic formats, prepared covering the employment, status change, discharge, resignation or layoff of each employee. The Council shall keep posted in a conspicuous place a list of employees showing the seniority date of each. Any protests to the seniority date will be within 30 days of placement on the roster. New employees will be ranked according to date and time of work first performed in the unit. In the event two or more employees start on the same day at the same time, they shall be ranked using their birthdays (using month and date, but ignoring year). In the event of ties involving common birthdays, they shall be ranked alphabetically.
- (h) The Council shall have the power of appointment of supervisory personnel.
- (i) When a layoff is made, the employees will be laid off on the basis of their seniority within classification. However, if an employee to be laid off holds a job no senior employee can fill such employee will be retained and the next senior employee laid off in his/her place.

- (j) Employees laid off for lack of work, when called back to work, shall be re-employed in the Council in order of their seniority and in accordance with seniority provisions set forth herein.

## **ARTICLE 7 — WAGES, SALARY AND HOURS OF WORK**

### **Section 1. Wages & Salary**

- (a) The weekly salary rates for all employees shall be as follows:

| <b>Non-Exempt Employees</b>          | <b>Upon Ratification</b> | <b>Anniversary '24</b> | <b>Anniversary '25</b> |
|--------------------------------------|--------------------------|------------------------|------------------------|
| Part-Time Communications Coordinator | \$512.50                 | \$533.00               | \$554.32               |
| Part-Time Janitorial                 | \$600.00                 | \$624.00               | \$649.00               |
| <b>Exempt Employees</b>              |                          |                        |                        |
| Bookkeeper                           | \$1,218.25               | \$1,267.00             | \$1,317.60             |
| Organizing Director                  | \$1,365.40               | \$1,420.00             | \$1,476.80             |
| Education and Training Director      | \$1,384.60               | \$1,440.00             | \$1,497.60             |
| Executive Assistant to the President | \$1,478.40               | \$1,537.50             | \$1,599.00             |
| Facilities and Event Director        | \$1,442.30               | \$1,500.00             | \$1,560.00             |
| Community Engagement Director        | \$1,577.00               | \$1,640.00             | \$1,705.70             |
| Political and Legislative Director   | \$1,577.00               | \$1,640.00             | \$1,705.70             |

- (b) No employee shall have their base hourly rate reduced as a result of the ratification of this contract.

### **Section 2. Hours**

- (a) Normal business hours shall be Monday through Friday from 8:30 AM to 5:00 PM each day.



- (b) The payroll week shall begin at 12:01 A.M. on Sunday and end at 12 midnight the following Saturday. The Council will determine the pay day, which shall be weekly.
- (c) Any non-exempt employee required to work in excess of forty (40) hours in any payroll week, shall be paid at one and one half (1½) times their hourly rate for all such overtime.
- (d) Any exempt employee required to work in excess of forty (40) hours in any payroll week may be offered paid time off in the amount of one and one half (1½) hour paid time for each hour beyond forty (40) hours worked. For example, if an employee works four (4) hours of overtime this time may be converted to six hours of paid time off.
- (e) Flexible work schedules for employees will be agreed on to assure that the office is adequately staffed during normal business hours. With the approval of the President, an employee with a flexible work schedule may adjust his or her starting time and concomitantly the quitting time provided she or he is at work no fewer than four (4) hours between 8:30 AM and 5:00 PM Monday through Friday and, provided further, that she or he works the number of hours in the standard work week and fulfills the requirements of his or her job.

## **ARTICLE 8 — MEAL PERIOD**

All full-time employees shall have a designated meal period of one hour per shift. Such meal period must be taken between 11:45 AM – 12:45 PM or between 12:00 PM to 1:00 PM.

## **ARTICLE 9 — HOLIDAYS**

- (a) All employees will be entitled to receive eight (8) hours pay at straight time for the following holidays:

|                        |                              |
|------------------------|------------------------------|
| New Years Day          | Martin Luther King Day       |
| Presidents Day         | Memorial Day                 |
| Juneteenth             | Independence Day             |
| Labor Day              | Thanksgiving                 |
| Day After Thanksgiving | Christmas Eve                |
| Christmas Day          | Three (3) Discretionary Days |
| December 26th          | New Years Eve                |

- (b) If a holiday falls on a Saturday, the Council office shall be closed on the Friday prior. If the holiday falls on a Sunday, the Council shall be closed the Monday after.

- (c) In the event that a holiday occurs during a vacation week, the employee shall receive his/her holiday pay. In any event where the office is unexpectedly closed during a holiday, no employee shall lose their holiday pay.
- (d) In the event an employee is expected to work on a designated holiday that employee shall be paid one and one half (1½) times their hourly rate for all hours worked in addition to their scheduled holiday pay.
- (e) At the discretion of the Council President the offices may be closed the week between December 26th — January 1st. In such cases, employees will be notified no later than one (1) month in advance of such closure.

## **ARTICLE 10 — SICK LEAVE**

- (a) All employees, who have completed their probationary period, shall be eligible for paid sick leave as follows:

|                    |         |
|--------------------|---------|
| 1 Year Seniority   | 10 Days |
| 10 Years Seniority | 15 Days |

- (b) All sick leave shall renew on January 1st each year.
- (c) Sick leave may be used in one (1) day or half (1/2) day increments.

## **ARTICLE 11 — PARENTAL LEAVE**

- (a) All regular full-time employees who have been employed for at least one (1) year are entitled to paid parental leave. Parental leave shall be granted to an employee at the event of the birth, adoption, or fostering of his/her child. Leave shall be granted per occurrence.
- (b) Employees shall be entitled to up to six (6) weeks of paid leave. Employees may supplement their leave with accrued vacation and personal time up to a maximum of twelve (12) weeks in a twelve (12) month period.
- (c) For salaried employees parental leave may be taken in one (1) day and half (½) day increments with prior approval of the President. For hourly employees parental leave may be taken in hourly increments with prior approval of the President.
- (d) All parental leave is paid at the current rate of pay at the time it is taken.
- (e) After twelve (12) months from when the parental leave is initiated any unused paid leave will be forfeited.

## ARTICLE 12 — VACATIONS

- (a) All regular full-time employees, who have completed their probationary period, shall be eligible for paid vacation.
- (b) For the first year of employment vacation days shall accrue at the rate of one (1) day per month of service for a maximum of twelve days. Thereafter, all vacations shall accrue yearly. Employees shall accrue vacation days at the following rates:

| Years              | Days Per Year |
|--------------------|---------------|
| 1 Year Seniority   | 12 Days       |
| 3 Years Seniority  | 15 Days       |
| 8 Years Seniority  | 22 Days       |
| 15 Years Seniority | 27 Days       |
| 20 Years Seniority | 32 Days (Max) |

- (c) Employees with one (1) or more years of service will be permitted for good reason to bank up to one (1) week of vacation each calendar year up to a maximum of fifteen (15) days.
- (d) Vacation can be taken in one (1) day and half (½) day increments.
- (e) Vacation time shall renew on January 1st of each year.
- (f) Scheduled vacation time accrual shall take effect on the employees' seniority date anniversary.
- (g) All vacation time must be submitted for approval by the Council President.
- (h) Any employee who has resigned or retired, provided due notice is given, shall receive vacation due up to the date of their resignation or retirement, pro-rata.

## ARTICLE 13 — GRIEVANCE AND ARBITRATION

- (a) In the event of a complaint or grievance arising under the terms of this agreement, the Shop Steward shall take the matter up with a supervisor and every reasonable effort shall be made to reach a satisfactory solution. Provided, however, that this shall not bar the affected employee's right first to endeavor to adjust the matter with his supervisor, so long as the adjustment does not violate any provision of this Agreement. On written grievances, the supervisor will make every effort to hold a hearing within five days, but must hold a hearing within ten days of receipt of the grievance. This may be extended by mutual agreement between the Council and the Union.

- (b) If no satisfactory solution can be reached, the Business Agent of the Union shall take the matter up with the designated supervisor of the Council within five days after the occurrence of the event complained of. If the Business Agent and the Council designee cannot reach a satisfactory agreement, the matter shall be referred to the Council Executive Board in an attempt to resolve the complaint before referring such complaint to arbitration as provided herein.
- (c) Any complaint as to a layoff, suspension or dismissal must be made by the Shop Steward to the Council in writing within seven days from the date thereof or it shall not be subject to arbitration.
- (d) Any grievance or disputes arising under the terms of this agreement which cannot be adjusted by the representatives of the parties shall be submitted to arbitration within 30 calendar days, unless the parties agree to an extension. In the event the parties cannot agree upon an arbitrator, they shall jointly request a list of arbitrators from the American Arbitration Association and shall select the arbitrator from that list by alternately striking names. The decision of the arbitrator shall be final and binding on all parties and the parties agree to comply with such decision. It is clearly understood that the arbitrator shall not have the power to add to, subtract from, or alter any of the terms of this Agreement. The fee of the impartial arbitrator shall be borne equally by the parties.
- (e) Employees shall not be charged for loss or damages unless clear proof of gross negligence is shown. No deduction of any kind shall be made without a hearing with the Union, if requested.
- (f) The Council recognizes the employee's right to be given requested representation by a Shop Steward, or a designated Union representative, at such time as the employee reasonably contemplates disciplinary action. The Council also recognizes the Shop Steward's right to be given requested representation by another Shop Steward, or a designated Union representative, at such time as the Shop Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a Shop Steward present whenever the agents of the Council meet with an employee concerning grievances, discipline, or investigatory interviews. In such cases, the meeting shall be reasonably delayed until the Shop Steward or alternate Steward is present in person or by phone. The Union will maintain a list of Shop Stewards and alternates with the Council. If an employee does not wish to have a Shop Steward a note of such request will be made for the file and can be shared with the Union for their records.

## **ARTICLE 14 — VALIDITY**

Should any part of provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or court decision, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## **ARTICLE 15 — DISCIPLINE**

- (a) The Council shall not discharge or suspend an employee without proper cause. Behavior or actions so serious as to warrant immediate discharge as follows:
- (i) Insubordination to a company supervisor by refusing to carry out a work order.
  - (ii) Calling an unauthorized strike, work stoppage, walkout;
  - (iii) Theft or proven intentional dishonesty;
  - (iv) Physical or verbal assault on a representative of the Council, employee, member, or any other persons on the Council's premises.
  - (v) Three instances of "No-Call, No-Show" within any nine (9) month period will result in termination, otherwise "No-Call, No-Show" will be subject to the normal disciplinary procedure.
- (b) Written Warning Notices shall not remain in effect for a period of more than nine (9) months from the date of such Warning Notice. If no additional infractions incur the Warning Notice in question shall be expired.
- (c) Council will give written notification to an employee, the Shop Steward and the Union of the reason for the discipline or discharge of the employee. An employee may request that the Union investigate his/her discharge, suspension or warning notice in accordance with Article 13.
- (d) When an employee quits or is discharged, the Council shall pay all money due to the employee on the pay day of the Council following such quit or discharge.

## **ARTICLE 16 — INSPECTION PRIVILEGE**

It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Union officials shall have the right, with reasonable advance notice, to enter the premises of the Council to satisfy themselves that this Agreement is being observed.

The union business agent or their representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute.

## **ARTICLE 17 — STEWARDS**

The Council recognizes the right to the Union to designate shop stewards and alternates in accordance with present practice.

- (a) The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - (i) The investigation and presentation of grievances in accordance with the provision of the Agreement;
  - (ii) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
    - 1. Have been reduced to writing, or
    - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with Council's business.
- (b) Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Council's business, except as authorized by official action of the Union.
- (c) The Council recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Council in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of the Agreement.
- (d) Stewards shall be permitted to investigate, present and process grievances on the property of the Council, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

## **ARTICLE 18 — LAYOFF NOTICE**

- (a) The Council will give all regular employees two (2) weeks notice of layoff for lack of work, or pay in lieu thereof. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Council.
- (b) If an employee is laid off or chooses to leave employment, he or she shall be entitled to one (1) week's pay per year of service and shall receive one (1) month's health insurance as long as at least two (2) weeks' notice is given, with the exception of a medical emergency.

## **ARTICLE 19 — PENSION, MEDICAL, AND OTHER BENEFITS**

This section is a brief summary of benefits available to each employee of the Philadelphia Council AFL-CIO.

- (a) **Short Term Disability:** All employees, who are unable to perform the functions of their job due to illness or disability, shall be entitled to Short Term Disability coverage.
- (b) **Group Life Insurance:** All employees shall be entitled to Group Life Insurance the full expense of which shall be paid by the Council.
- (c) **Health Care:** All employees shall be entitled to health insurance coverage through the Council. Additional coverage for dental, vision and prescription are also provided.
- (d) **Deferred Compensation Plan:** All employees shall be entitled to the Council 401(k) deferred compensation plan. Employees may make pre-tax contributions to their 401(k) plans.
- (e) **Defined Benefit Pension Plan:** All regular full-time employees shall be entitled to a Defined Benefit Pension plan. Full vesting occurs after five (5) years. The yearly payment upon retirement is calculated as 1% of employee's total compensation throughout his/her employment by the Philadelphia Council AFL-CIO. This is then divided into 12 monthly increments.

## **ARTICLE 20 — SAFETY**

The Council and the Union agree that the safety of the employees and the general public is of utmost importance.

- (a) The Council shall make every reasonable effort to provide for the safety of employees and the public, including, but not limited to, the maintenance of entrances, exits, and employee-only areas; and will maintain sanitary conditions.
- (b) If an employee has reasonable apprehension of serious injury to themselves or the public or when the above minimum standards of safety have been compromised, the employee will immediately discuss the issue with the Council President.
- (c) The Council shall follow all state and local public health guidelines.

## **ARTICLE 21 — GENERAL CLAUSES**

- (a) Professional Development – All professional development training or resources deemed necessary by the Council President for an employee to fulfill their job duties will be paid for by the Council.
- (b) Travel – All work-related travel, except for travel to and from the office, shall be reimbursed to an employee provided he/she furnish the appropriate travel receipts. Mileage will be paid at the IRS rate. Turnpike or bridge tolls incurred through the regular course of business will also be reimbursed.



- (c) Technology and Phone - Employees shall be furnished with the electronic devices necessary to accomplish their work, including, but not limited to laptop computers, desktop computers, or tablets. Employees who choose to use their personal cell phone will receive a monthly phone reimbursement of \$60 per month toward the cost of equipment and wireless contract. Employees are encouraged to switch to AT&T mobility as the only Union carrier.
- (d) Bereavement Leave - Employees who experience a death in their family shall be granted paid bereavement leave from their regular work schedule. Employees shall be granted up to five (5) days paid bereavement leave per occurrence. Leave shall be used any time within thirty (30) days from the date of request. Additional bereavement time may be granted at the discretion of the President.
- (e) Jury Duty - Full-time employees shall be paid for all time spent in the jury service. Notice must be given to the Council and written proof of jury duty must be provided upon return to work. Pay will be only for scheduled time missed.
- (f) Time Off For Union Activities – The Council agrees to grant the necessary time off, without discrimination or the loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business. The Union shall provide forty-eight (48) hours' written notice to the Council specifying length of time off. Time off shall not exceed five (5) consecutive days or forty-five (45) days in a calendar year. No more than one (1) employee shall be off the job at a time. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Council's operation due to lack of available employees.

## **ARTICLE 22 — TERM OF AGREEMENT**

This agreement shall become effective on May 7, 2023 and shall, continue in full force and effect up to and including May 6, 2026, and from year to year thereafter unless either party gives to the other written notice at least sixty days prior to the expiration date in 2026, or the expiration date in any year thereafter, of its intention to have the same changed or terminated.



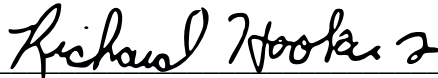
**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

For the Council:

A handwritten signature in black ink, appearing to read "Daniel P. Bauder", written over a horizontal line.

**DANIEL BAUDER**  
PRESIDENT  
PHILADELPHIA COUNCIL AFL-CIO

For the Union:

A handwritten signature in black ink, appearing to read "Richard Hooker Jr.", written over a horizontal line.

**RICHARD HOOKER JR.**  
SECRETARY TREASURER & PRINCIPAL OFFICER  
TEAMSTERS UNION LOCAL N<sup>o</sup> 623