

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ DISTRICT 1201  
AND  
THE SCHOOL DISTRICT OF PHILADELPHIA**

- 1). Modify Article II, Section 2 as follows:

In addition, the District shall permit the Union Representatives to have access to designated areas in the buildings or sites where bargaining unit employees are employed to discuss internal Union matters. Such visits shall be at reasonable times before or after regular duty hours of the employee so as not to interfere with the work program, provided the building is otherwise open, and the Union must provide at least two (2) days' notice of such visits. Up to twice per year, the Union may request up to thirty (30) minutes before or after departmental meetings of bargaining unit members to meet with bargaining unit members to discuss terms of the Collective Bargaining Agreement or labor relations issues. To the extent feasible, the District will provide the Union with advance notice of departmental meetings involving bargaining unit members. The Union may distribute information while meeting with employees.

- 2). Modify Article II, Section 4 as follows:

Any employee who, at the time of the execution of this Agreement, is or becomes a member of the Union or who has authorized the deduction of dues shall, as a condition of employment, continue such membership or dues deduction until such time as such employee resigns from membership or revokes his/her dues authorization by notifying the District and the Union in writing during the period August 17, 2020 2022 through August 31, 2020 2022. In the event that a person ceases to be employed in a position included in the bargaining unit represented by the Union, such membership and dues deduction shall be discontinued at that time. The Union agrees to hold the School District harmless from any claims, disputes, and/or litigation which may arise regarding the School District's participation in deducting such dues.

- 3). Modify Article II, Section 5 as follows:

~~Any employee included in the bargaining unit who is not a member of the Union shall have deducted from his/her pay a fair share payment following the end of the employee's probationary period. Such deductions shall be transmitted to the Union in the same manner as regular dues. Any change in the fair share fee shall be submitted to the Board by the Union in the same manner as changes in dues are submitted. The Union agrees to hold the School District harmless from any~~

claims, disputes, and/or litigation which may arise regarding the School District's participation in deducting such fee.

- 4). Modify Article II. Add a new Section 8 as follows:

The Employer shall provide each new employee with the Union's membership and check-off authorization card upon hire, but shall make no statement to employees about whether they should sign such cards and may not be present while employees sign such cards. The Employer shall direct any questions by employees regarding Union membership, dues and fees to the Union.

- 5). Modify Article IV, Section 2f as follows:

~~The Parties agree to the following arbitration process as a Pilot Program, which shall expire on August 31, 2020, at which time the arbitration process contained in the Collective Bargaining Agreement 2012-2016 shall have full force and effect.~~

- 6). Modify Article VII by adding a new Section as follows:

The parties shall establish a Joint Uniform Committee consisting of equal representatives from the School District and the Union to discuss changes to employee uniforms.

- 7). Modify Article VIII, Section 2 as follows:

Meetings at work location and the Union Hall – on three (3) days' notice to the principal of the school or to the person in charge of the work location, the Shop Steward shall have the right to schedule meetings in the building at a place designated for such meetings before or after regular duty hours of employees involved, provided the building is then otherwise in use. The Union shall have the opportunity to meet with each newly-hired employee at the work site before or after regular duty hours of the employee, provided the building is otherwise in use. In addition, the Union shall have the opportunity meet with each newly-hired employee at the Union's offices before or after regular duty hours of the employee in order to facilitate enrollment in the 32BJ Health Fund, and so that the Union can provide the employee with a copy of the Collective Bargaining Agreement and explain the terms and conditions of employment provided for by the Agreement.

- 8). Modify Article IX, Section 13b as follows:

Change date from August 31, 2020 to August 31, 2022.

The District agrees to post up to 75 additional general cleaner positions. These positions may be suspended if school buildings are closed during the Contract term. Custodial assistants and general cleaners hired after July 1, 2020 may be laid off with thirty (30) days notice and shall be exempt from the 12-month notice provisions set forth in Article IX, Section 24 until August 31, 2022.

- 9). Modify Article XV, Section 1 as follows:

Effective September 1, 2020, all employees shall receive an increase of 2% to their base salary.

Effective September 1, 2021, all employees shall receive a lump sum payment of \$1,000.00.

If at any time during the term of this Agreement the School District and the PFT reach an agreement that contains a lump sum payment or across-the-board wage increases that exceed the lump sum payment or across-the-board wage increases provided for in this Agreement in total, and that are not offset by other economic adjustments that reduce the value of the PFT lump sum payment and increases to that provided for in this Agreement, the terms of this Agreement should be adjusted to reflect the higher PFT rates in the affected year.

The parties agree that the wage increase effective September 1, 2020 shall be paid no later than the second pay in September.

- 10). Modify Article XV, Section 1(e) as follows:

The parties agree to a new hire rate that is \$3.00 per hour below the current hire rate for each job classification, with increases of \$1.00 per hour every twelve (12) months as described below until this rate reaches the prescribed rate for this classification. Each such employee shall receive an increase of \$1.00 after twelve (12) months of employment, another \$1.00 after twenty-four (24) months of employment, and another \$1.00 after a total of thirty-six (36) months of employment. Such employees shall receive the yearly negotiated hourly wage increases and wage progressions. This Section shall not apply to employees hired after July 1, 2020. The Parties agree they will establish a committee with equal members designated by the District and the Union to discuss the step placement and/or wage adjustment for employees hired prior to July 1, 2020 whose wage rate is lower than the rate set forth in Appendix A of the Collective Bargaining Agreement.

11). Modify Article XVI, Section 1 as follows:

Section 1. The School District agrees to make payments into the Health Trust Fund known as the “Building Service 32BJ Health Fund” payable when and how the Trustees determine to cover all regular full-time and part-time employees and their eligible dependents, with such benefits as may be determined by the Trustees of the Fund.

a. The monthly contribution to the Health Fund for each covered employee shall be as follows:

<u>Effective May 1, 2020</u>	-	<u>\$1,629.00 per month</u>
<u>Effective January 1, 2021</u>	-	<u>\$1,687.00 per month</u>
<u>Effective January 1, 2022</u>	-	<u>\$1,763.00 per month</u>

12). Article XVI, Section 8 regarding the District 1201 Health and Welfare Fund shall be deleted in its entirety.

13). Article XVI, Section 14(a) shall be modified as follows:

The District shall pay into the SEIU Local 32BJ District 1201 Legal Services Fund or into a successor Legal Services Fund the sum of \$152.00 per member annually. Effective January 1, 2022, the District shall pay into such Fund the sum of \$167.00 per member annually. In the event the Fund’s reserves drop below two (2) months of average spend, the Parties will meet and discuss changes in contributions to maintain the two (2) months reserve.

Subsections f and g shall be deleted.

14). Article XVIII, Section 7(b) shall be modified as follows:

Change date from ~~August 31, 2020~~ to August 31, 2022.

15). Article XXI, Section 3(f) shall be modified as follows:

(f) “Widener Memorial Bus Route” – the work schedule required of a bus chauffeur on a daily basis which includes driving a bus serving the Widener Memorial School and other assignments, as well as servicing and cleaning buses. Chauffeurs shall carry out all of their required duties including operating a vehicle equipped with a hydraulic lift and physically carry children when necessary.

The routes shall be in operation from September 1 to July 31. These drivers shall be paid on a twelve (12) month basis and shall not be required to work during

Winter Recess, Spring Recess and during twenty-two (22) days between the end of the school year and the start of the following school year. and shall not be required to work during the month of August and during Christmas and Easter weeks.

A Widener Memorial bus chauffeur shall be required to remain assigned to such route for one full school year without exercising an option to bid.

- 16). Article XXVIII shall be modified as follows:

This Agreement shall be in full force from **July 1, 2020** ~~July 1<sup>st</sup>, 2016~~ to midnight, **August 31, 2022** ~~August 31, 2020~~, and shall continue from year to year unless and until either party hereto shall give the other party (60) days written notice of intention to open negotiations for a new Agreement in accordance with the procedure and time schedule as outlined in applicable law.

Until the School District has discontinued COVID-19 related scheduling/procedures, or the expiration of the Collective Bargaining Agreement, whichever occurs earlier, the Union agrees to the modifications to the Collective Bargaining Agreement listed below. Upon termination of the COVID-19 scheduling/procedures or expiration of the Agreement, the applicable language in the 2016 Collective Bargaining Agreement shall apply.

- 17). Modify Article XV, Section 9 (d) and (e) as follows:

(d) ~~Effective September 1, 2016, Bus attendants employed as of September 1, 2016 as bargaining unit bus attendants on the date of ratification shall be assigned to work for six (6), seven (7), or eight (8) hours per day. Bus attendants employed after September 1, 2016 employed following ratification as bus attendants may be assigned to work for five (5), six (6), seven (7) or eight (8) hours per day.~~

(e) ~~Bus attendants will be employed on split shifts for a total of twenty-five (25) hours in each workweek.~~

- 18). Modify Article XII, Section 10:

Bus Attendants shall be required to attend up to a maximum of five (5) ~~three (3)~~ staff development days per school year ~~between September 1 and June 30~~, without additional pay on days when his/her route is not in operation. This shall include those Bus Attendants who ride on non-public school routes. Programs shall be jointly planned by the School District and Local 32BJ District 1201.

- 19). Modify Article XI, Section 16 as follows:

The method(s) of cleaning to be used in each building shall be determined by the School District.

General Cleaners may group clean during the first five (5) days of any absence. Beginning with the sixth day, overtime shall be authorized hour for hour to replace the absent employee(s). The District will make every effort to first offer scheduled overtime that involves cleaning, whether scheduled during the week or on a weekend, to the Custodial Assistant or General Cleaner assigned to the building. When an employee's absence exceeds ten days, substitute service may be required. Until the School District has discontinued COVID-19 related scheduling/procedures, or the expiration of the Collective Bargaining Agreement, whichever occurs earlier, absences that are related to COVID-19 shall not be counted as absences under Article XI, Section 16.

- 20). Modify Article XV, Section 6(d) and (e) as follows:

(d) A third shift may be established in no more than forty (40) ~~fifty (50)~~ schools during the term of this Agreement, not to exceed twenty (20) schools per year ~~not to exceed 10 schools per year.~~ In addition, should the District believe that a health or safety issue related to COVID-19 necessitates a temporary third shift in an additional location, the District will meet with the Local 32BJ Area Leader in order to determine whether a third shift or other appropriate remedial measure can be agreed upon.

(e) The School District shall furnish an annual schedule to the employees and to the Union, which may include up to three (3) shift changes. Schedules for cleaning employees, general cleaners, custodial assistants, building engineers, cleaning leaders may be changed three (3) times per year upon fifteen (15) ~~thirty (30)~~ days written notice to the Union and to the affected employees. Should the District believe that a health or safety issue related to COVID19 requires a shift change with less than fifteen (15) days' notice, then the District shall meet with the Local 32BJ Area Leader to determine whether a shift change with less than 15 days notice or other appropriate remedial action can be agreed upon.

- 21). Article XVI, Section 16 shall be modified as follows:

The parties will meet and discuss how the Thomas Shortman Fund will provide training and related equipment to employees to support implementation of health and safety best practices.

- 22). Article XIX, Section 8 shall be modified as follows:

The Union and the School District shall meet to establish a training program for drivers of multiple-handicapped routes. ~~MH drivers shall be required to attend up to a maximum of three (3) staff development days per school year between September 1 and June 30, without additional pay, on days when his/her route is not in operation.~~ Programs will be jointly planned by the School District and Local 32BJ District 1201.

- 23). Article XX, Section 2(a)(1) shall be modified as follows:

The Building Engineer bid schedule for December 2020 will not occur. Building Engineers who would have been eligible to bid in the December 2020 bid will bid on or before December 30, 2021 and will receive a payment of \$800.00 as a one-time, non-precedential payment.

- 24). Article XX, Section 4(a)(1) shall be modified as follows:

Custodial Assistants shall bid for transfers to vacancies every two (2) years, with the next scheduled bid on or before June 30, 2021, and every 2 years thereafter.

- 25). Article XX, Section 4(a)(2) shall be modified as follows:

General Cleaners shall bid for transfers to vacancies every two (2) years, with the next scheduled bid in September 2021, and every 2 years thereafter.

- 26). Article XXI, Sections 2(a), (b), (e) and (f) shall be modified by replacing "September" and "~~September 1~~" with "the first day of the school year."

- 27). Article XXI, Section 3 shall be modified by replacing "September" and "~~September 1~~" with "the first day of the school year" where appropriate.

- 28). Article XXI, Section 3(g) shall be modified as follows:

(g) "Multiple Handicapped Non-Ambulatory Route" (MH) – the work schedule required of a bus chauffeur on a daily basis and includes driving a bus on a scheduled route as well as servicing and cleaning buses. The chauffeur on this route shall carry out all of the duties required including operating a vehicle equipped with a hydraulic lift and physically carrying children when necessary.

An MH bus chauffeur shall be required to remain assigned to such route for one full school year without exercising an option to bid.

~~Any chauffeur who successfully bids to an MH route accrues the following benefit in addition to the benefits due him/her as a result of his/her classification:~~

~~Between September 1 and the last day of school for pupils, he/she shall be required to work only on those days on which children require transportation services. He/she shall also be required to work on the days between the last day of school for pupils and June 30. If the chauffeur is required to work on days other than those specified above, all such time shall be paid for at the rate of time and one half in addition to his/her regular days pay. These required work days are in addition to those specified in Article XIX, Section 9.~~

The requirement that a driver remain in his or her assignment for one year will be waived for regular part-time MH chauffeurs only in case of promotion to a full-time position or selection of a part-time multiple handicapped route which accumulates more hours than the driver's current route.

The level of MH chauffeurs shall be maintained at sixty percent (60%) full-time and forty percent (40%) part-time throughout the length of this Agreement

29). Article XXI, Section 3(h) shall be modified as follows:

“Regular Truck Route” – the work schedule required of a truck chauffeur which shall include driving a truck as well as servicing and cleaning the trucks ~~to which he/she is assigned~~ on a daily basis and other Transportation Department duties as assigned by the School District. Two (2) types of truck routes are designated: (1) Pony Express routes and (2) Delivery Truck routes.

Pony Express routes shall be posted as individual routes and Delivery Truck routes shall be posted as assignments to departments or work locations. The daily assignment to successful bidders on Delivery Truck routes shall be made by the supervisor of the appropriate department at the work location involved.

All School District owned trucks when used for bargaining unit work shall be driven by appropriately classified School District employees in the bargaining unit.

In the event the District establishes a transpass truck position, the assignment for driving a ~~token~~ transpass truck shall be posted as a twelve month position each September. The employee who is awarded this position shall not bid for the period through the following September. The twelve month ~~token-transpass~~ driver(s) shall be paid on a twelve month basis. ~~Token-Transpass~~ drivers may apply for accrued vacation during ~~Christmas and Easter~~ Winter and Spring Recess



weeks as well as during the months of July and August. Requests for time off shall be determined based upon seniority.

- 30). Modify Section XXI, Section 4(a) as follows:

A scheduled general bid for bus and truck routes shall be held one (1) time each calendar year prior to the first day of school in August or September.

- 31). Modify Section XXI, Section 4(b) as follows:

Openings on any regular bus or truck routes which occur after the scheduled ~~September~~ bid in August or September shall be posted during interim bids which shall be held at least twice during the school year in December and April, for those chauffeurs qualified to bid.

- 32). Modify Section XXI, Section 5(c) as follows:

Postings for the scheduled August or September bid shall be maintained for one calendar week for the purpose of permitting all chauffeurs qualified to bid to examine the bid routes. A chauffeur may submit his/her bid by presentation of his/her bid choice form in advance of the bid date, or he/she may, if he/she so desires, appear at the time and place of bidding and submit his/her bid in person.

- 33). Modify Section XXI, Section 6(b) as follows:

If the productive time on any bid bus route is changed by one (1) hour or more due to a reduction or increase in requirements (except during the period between the first day of the school year September 1 and September 30), the bus chauffeur assigned to this route may request a change in assignment and thereby create an opening which shall be filled at the next interim bid as set forth in Section 4b.

- 34). Modify Section XXI, Section 9 Preamble as follows:

Bus Attendant transfers will be accomplished on the second school organization day in August or September and shall proceed as follows.

- 35). Modify Section XXI, Section 9(c) as follows:

All positions filled by new employees from the eligibility list after the previous ~~September~~ transfers in August or September shall be posted as vacancies for the

following year's transfer and all such new employees shall be required to bid for permanent assignments.

36). Modify Section XXI, Section 9(d) as follows:

If the route held in June by a currently appointed Bus Attendant no longer exists at the time of the ~~September~~ transfer procedure in August or September, such employees shall be given the opportunity to transfer to a vacant position with all other employees in seniority order.

37). Modify Section XXI, Section 10 as follows:

The bidding for School Aide I assignments will be accomplished on the first school organization day in August or September and shall proceed as follows.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 32BJ DISTRICT 1201

BY: Ernie Bennett

THE SCHOOL DISTRICT OF PHILADELPHIA

BY: [Signature]

DATED: August 25, 2020