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1606 Walnut Street
 Philadelphia, PA 19103

afscme2187.org

MASTER BARGAINING
AGREEMENT

BETWEEN

D.C. 47, LOCAL 2187
*AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES*

AND

THE CITY OF PHILADELPHIA

JULY 1, 1992 THROUGH JUNE 30, 1996



AFSCME®
in the public service

1. PREAMBLE

This Agreement entered into by the City of Philadelphia, hereinafter referred to as the Employer, and AFSCME District Council 47, Local 2187, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; arising out of the Employer-Employee relationship; and setting forth wages, hours and other terms and conditions of employment.

2. RECOGNITION OF UNION

- A. This Agreement entered into by the City of Philadelphia, hereinafter referred to as the Employer, and AFSCME District Council 47, Local 2187, American Federation of State, County and Municipal Employees, AFL-CIO; hereinafter referred to as the Union.

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, benefits, and hours of employment, other terms and conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit.

This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act 195 of 1970 and Order of Certification of the State Labor Relations Board in Case #PERA-R-1063-E.

B. SUCCESSOR CLAUSE

1. The City agrees that, to the extent any operation, service, or function presently performed by members of the bargaining unit is transferred, shifted or assigned to any public or quasi-public agency, board, commission or authority, the employees engaged in performing bargaining unit work by or through such entity will be represented by this bargaining unit.
2. The foregoing language in Paragraph 1 of this article, Successor Clause, shall not apply in any manner to:
 - a. Special Services Districts, including, but not limited to the Special Services District known as the Center City District;
 - b. Regional agencies, boards, commissions and authorities and any other similar entities in which any other government or other public body is a participant; and
 - c. Combined public/private entities of any kind for which the City does not appoint a majority of the entity's board of directors or board of trustees.
3. With respect to the entities encompassed by Paragraph 1, the following shall apply:
 - a. Before submitting to City Council any proposed ordinances creating any entity described in Paragraph 1, to which the City proposes to transfer, shift, or assign any operation, service, or function currently performed by members of the

- bargaining unit, the City will notify the Union not less than thirty (30) days in advance.
- b. The City shall require, in any ordinance, bill, plan or other proposal submitted to City Council or any other legislative body pursuant to the establishment of an entity within the scope of Paragraph 1, that employees engaged in performing bargaining unit work by or through the successor public or quasi-public agency, board, commission or authority, shall be represented for purposes of collective bargaining by AFSCME District Council 47; provided, however, that the issue of contracting out shall be the subject of mandatory bargaining between the successor entity and District Council 47.
4. With respect to the entities encompassed by Paragraph 2, the following shall apply:
 - a. Before submitting to City Council any proposed ordinances creating any entity described in paragraph 2, to which the City proposes to transfer, shift or assign any operation, service, or function currently performed by members of the bargaining unit, the City will notify the Union not less than thirty (30) days in advance in order to meet and discuss the transfer, shift, or assignment of bargaining unit work.
 - b. In addition, the City agrees that it will not oppose the Union's attempt to organize the newly created entity.
 5. This Article replaces the Successor Clause in the Parties' expired Agreement.
 6. The foregoing is agreed to without precedent or prejudice to the parties' respective positions in any pending grievance or arbitration involving this Successor Clause, arising from the parties' prior contract.

3.

MAINTENANCE OF MEMBERSHIP, DUES CHECK OFF AND VOLUNTARY CONTRIBUTIONS

- A. **MAINTENANCE OF MEMBERSHIP** - Upon receipt of an authorization from an employee in a mutually agreed upon form, the City shall pursuant to such authorization deduct from the wages due said employee from each pay period the sum specified in said authorization and remit the same to AFSCME, District Council 47. This authorization shall be irrevocable for the duration of the Collective Bargaining Agreement except that the authorization may be revoked by the employee if he/she submits to the Personnel Director his written revocation within 15 days prior to the expiration of this Agreement. The termination notice must be given both to the Employer and to the Union.
- B. **UNION DUES** - Each Employee and the Union hereby authorize the City to rely upon and honor certifications by the Treasurer of Local 2187, District Council 47 regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Union dues.
- C. **P.E.O.P.L.E.** - The City agrees to allow voluntary contribution to the Union's P.E.O.P.L.E. committee to be instituted through the dues check off system.
- D. **BREAD AND ROSES** - The City agrees to allow voluntary contribution to the Bread and Roses Fund to be instituted through the dues check off system.

- E. **UNITED NEGRO COLLEGE FUND** - The City agrees to allow voluntary contribution to the United Negro College Fund to be instituted through the dues check off system.

4.

UNION ACTIVITY AND REPRESENTATION

- A. **STEWARDS AND/OR DEPARTMENTAL REPRESENTATIVE** - Both parties agree that in each representative district or work location the employees on each shift shall be represented by one steward who shall be a regular employee working in that district or work location and on that shift. In the absence of the steward, an alternate steward shall represent the employees. In the absence of the steward and his/her alternate, the Union will notify the City of a designated representative and shall promptly confirm such designation in writing.

The number of stewards, districts and work locations shall be that number agreed upon between the Union and the City after consultation with each Department.

The steward or, in his/her absence an alternate steward, may investigate and present grievances to the employer during his/her working hours without loss of time or pay. Arrangements shall be made with the immediate supervisor for his/her release. This privilege shall not be abused.

In each Department or unit, employees shall be represented by a Steward or a Departmental Union representative, as prescribed in the grievance procedure. In the event of the absence of the Steward or the Departmental Union representative, the Union shall notify the Department of the temporary or permanent replacement and promptly confirm such designation in writing.

- B. **UNION MEETINGS** - The parties agree that the Union shall have permission to hold meetings and conduct normal Union Business on City facilities provided that such space is available and that the use of such space does not interfere with the normal work of the City or Agency. Off-hours of bargaining unit employees shall be utilized for such meetings. The Director of Labor Relations or in his/her absence the Personnel Director may make an exception to the off-hours provision in an unusual circumstance.
- C. **LEAVE FOR MEETINGS WITH MANAGEMENT** - The City agrees that any elected official in the Union who participates in scheduled meetings with management on matters other than an individual grievance shall do so without loss of time or pay. Arrangements shall be made with the immediate supervisor for release to attend these meetings. This privilege shall not be abused nor unduly withheld.
- D. **DEPARTMENTAL LABOR MANAGEMENT MEETINGS** - Department heads or designates will meet at reasonable times with Chief Department Union Representatives provided said meeting is required to discuss specific labor/management issues. Any resolutions of those issues shall be consistent with the terms of this Agreement.
- E. **ACCESS TO CITY PREMISES** - A representative of the Union shall have reasonable access to the City's premises to confer with the City, stewards of the Union and/or employees, solely for the purpose of administering this Agreement. Such access shall not be permitted to interfere with the normal conduct of the City business.

- F. **BULLETIN BOARDS** - The parties agree that the Union shall have the use of bulletin boards for the posting of notices of general interest to its members. The amount of space available on each board, and the number and location of bulletin boards thus to be available shall be agreed upon by the Union and the City after consultation with each department.
- G. **MATERIAL FOR DISTRIBUTION TO NEW EMPLOYEES** - The City agrees to distribute any mutually agreed upon material to all employees newly covered by this agreement to introduce them to the Union.
- H. **PAYROLL CODE**. - A new payroll code shall be established to maintain payroll status for purposes of determining eligibility for holiday pay for Union officials and/or their designees as determined by the Union while on Union business. This code shall apply to all unpaid leave of fifteen (15) days or less.

5. MANAGEMENT RIGHTS

It is understood and agreed that the City, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including but not limited to the direction of the work force and the right to plan, direct, and control the operation of all equipment and other property of the City, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the City. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the City, standards of service, and its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

When and if the City determines to amend a Civil Service Regulation not covered by this Agreement, it shall first meet and discuss with the Union. In no event shall the City amend Civil Service Regulations in a manner inconsistent with the Home Rule Charter as presently constituted or as amended, or in a manner which would alter wages or fringe benefits.

6. SEPARABILITY AND SAVINGS

A. SEPARABILITY

If and when it is finally adjudicated that any provisions of this agreement are in conflict with any federal or state law or the Philadelphia Home Rule Charter, such decision shall not affect the validity of any other provision which shall remain in full force and effect. Both parties shall meet within 30 days of any such invalidating decision for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

B. CIVIL SERVICE REGULATIONS

Intending to recognize the Civil Service Regulations as the most viable means for translating

operational procedures for employees in a uniform manner both parties acknowledge that the Civil Service Regulations apply to all employees under this agreement. Where the regulations are in conflict with this agreement, the Personnel Director will recommend to the Civil Service Commission an appropriate amendment of the Civil Service Regulations to implement the intent of the contract. Where there is a conflict as to whether language in the contract applies in the case of a particular grievance or whether Civil Service Regulation language applies, the contract language shall be assumed to prevail until otherwise adjudicated. Nothing in this paragraph shall be construed as interfering in any way with the right of the City to make selection decisions as described in the Management Rights Article, or as interfering in any way with the right of the City to make appointments to positions consistent with such regulations.

7.

GRIEVANCE PROCEDURE AND CIVIL SERVICE APPEAL

- A. **GRIEVANCE PROCEDURE.** - A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit against the department or City regarding the interpretation or application of the provisions of this Agreement.

Rejection of an employee during the probationary period shall not be subject to the just cause standard and the grievance procedure.

Either the Union or the employee may initiate and pursue grievance procedures on behalf of an employee or class of employees.

The Union may enter the grievance procedure at Step 3 or Step 4, whichever is appropriate, concerning any grievance arising out of the employer-employee relationship involving more than one employee in a Department where the grievance has general applicability to many employees, or involves employees in more than one Department.

Nothing in this grievance procedure shall preclude either party from attempting to settle any grievance informally, at any level, to promote orderly and cooperative relationships. Such informal attempts to resolve grievances shall in no way affect or negate any of the restrictions pertaining to the timely processing of or responding to grievances, contained herein. In processing any grievance, the formal procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice on either side.

Any decision on a grievance which is not appealed to the next step of the procedure within the specified time limits stated below shall be considered settled on the basis of the City's last reply.

These time limits shall be extended to accommodate documented absences of the aggrieved due to illness or scheduled vacation. The time limits may be extended for other reasons by the mutual consent of the Union official and City official designated at that step of the grievance procedure.

Grievances shall be processed and resolved in accordance with the following procedure:

- **Step I**
The member of the bargaining unit affected may directly, or through the Steward, discuss a grievance with the immediate supervisor. If the grievance is not informally resolved the grievant must within ten (10) days after the occurrence giving rise to the alleged violation or within ten (10) days after the employee knew or had reason to know of the event giving rise to the grievance, submit the grievance in writing on the approved form to the immediate supervisor. The immediate supervisor shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond the grievant or Union shall be responsible for processing the grievance to Step II at the end of the above time period.
- **Step II**
If the grievance is not resolved or no reply is given the grievant in Step I the grievant or Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step I answer (or its due date) to the Division Head, the equivalent level of authority or his/her authorized representative for resolution. The Division Head shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond the grievant or Union shall be responsible for processing the grievance to Step III at the end of the above time period.
- **Step III**
If the grievance is not resolved or no reply is given the grievant in Step II, the grievant or Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step II answer (or its due date) to the Department Head or Commissioner. A meeting shall be held between the Department Head or Commissioner or his/her designee, the Personnel Director or his designee, the appropriate Union officials and the aggrieved. The Department Head shall provide a written reply within ten (10) days of the submission of a grievance.
- **Step IV**
If the grievance is not resolved or no reply is given the grievant it must be referred by the Union within ten (10) days of the Step III answer (or its due date) to the Personnel Director. A meeting shall be held between the Personnel Director or his/her designee, the appropriate Union officials and a representative of the Department within five (5) days of the presentation of the grievance at this step. The Personnel Director shall provide a written reply within ten (10) days of the date of the above meeting.
- **Step V**
If a grievance is not resolved within seventy (70) days of the initiation of Step I (excluding documented extensions) and after having been fully processed through Step IV, it may be referred within fifteen (15) days of the Step IV answer by either party to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association. The parties shall first attempt to select an arbitrator by mutual agreement. In the event that a Review Panel is formed by the Union to consider decisions by the Union's Grievance Committee to withdraw grievances, then the Union shall have an additional fifteen (15) days beyond the normal time period in which to submit the grievance to arbitration. The City must be notified before the 15th day after the Step IV answer is issued that an appeal has been filed with the Review Panel. Should the Review Panel reverse the decision of the Union's Grievance Committee, then the grievance must be submitted to arbitration within thirty (30) days of the Step IV answer.

This clause shall become effective when formal notification is given the City by the Union at least thirty (30) days prior to activation of the Review Panel.

Expedited Arbitration

The parties agree that any grievance concerning discharge or discipline which has been referred to binding arbitration pursuant to Step V of the grievance procedure, shall be subject to expedited arbitration in accordance with the following procedure:

6. The Union shall serve the City with written notice of its intent to arbitrate in accordance with the time limits set forth in the contract.
7. Any party objecting to utilization of the expedited procedure must make known its objections in writing within seven (7) days after the Union serves the City with notice of intent to arbitrate.
8. An arbitrator shall be selected from a panel of five (5) arbitrators mutually agreed upon by the parties. In order to be a member of the panel, an arbitrator must agree to be available for hearing within thirty (30) days of receipt of notification from either party. Arbitrators shall be selected seriatim from the list.
9. There shall be no briefs or transcripts unless mutually agreed upon by the parties.
10. The arbitrator shall issue his/her written award and opinion within fifteen (15) days after the record is closed.
11. Any arbitrator may be removed from the panel by either party with thirty (30) days notice to the arbitrator and the other party. In such event, however, the parties shall select a new panel member within ten (10) days of the date of the termination of any other panel member. The new arbitrator shall be placed in the same place on the list as the arbitrator whom she/he replaced.

Computing Time Limits

Saturdays, Sundays, holidays and other regularly scheduled days off shall be excluded from the computation of the time limits under this grievance and arbitration procedure.

Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the City and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the City and the Union shall be final and binding upon all employees and upon any person affected thereby.

Authority of Arbitrator

The Arbitrator will make findings and render a decision to resolve the disagreement. The Arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Effects of Decision

The decision of the arbitrator shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented by its presentation at Step I of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the City and the Union or ordered by an arbitrator, as the case may be, less any unemployment compensation from other full-time employment that the aggrieved employee may have received from any source during the period for which back pay is claimed.

Expenses

The expenses of the arbitration process and the arbitrator's fee shall be borne equally by the parties.

ELECTION OF REMEDIES: Where a timely Civil Service appeal and a grievance are filed, the parties agree to defer the scheduling of the Civil Service hearing until the Union or the employee opts to seek a review by the Civil Service Commission or go to binding grievance arbitration.

Should the Union elect to proceed to arbitration, the Commission shall be notified and the Civil Service appeal dismissed. Where the Union elects not to go to arbitration, the Commission shall be notified and the appeal scheduled for a hearing.

8.

EMPLOYEE RIGHTS

- A. **ORIENTATION** - As soon as practical after the initial permanent appointment an employee shall attend a department orientation program. A representative of the Union shall be invited to said orientation program.
- B. **EXAMINATION OF PERSONNEL FILE.** Employees in classes represented by District Council 47 shall have the right to examine their departmental personnel file once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, interdepartment transfer or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the department's normal business hours. Prior appointment is required and said examination must be performed in the presence of a designated witness. The employee may take written notes but shall not be permitted to remove any documents. Making duplicate copies of documents shall be at the discretion of the department. The removing of any documents from the file shall be a disciplinary offense.

Employees shall have the right to examine any documents contained in the file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the City, dates of changes, retirement information, performance evaluations and physical medical records. If the employee desires to examine information such as the employment application which is not

contained in the department personnel file but is contained in the central personnel file, he/she may request the same and it will be provided without undue delay.

The employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length.

The City shall not be required to provide documents concerning ongoing criminal investigations, documents prepared for civil service or grievance procedure hearings, medical records (other than those specified), letters of reference or material relating to plans for future operations.

- C. REPRESENTATION AT DISCIPLINARY MEETINGS.** - An employee has the right, upon request, to have Union representation in any meeting with management involving or reasonably believed to be leading to disciplinary action. Such representation shall extend to appeals of performance ratings, as follows:
1. The performance rating shall be issued to the employee by the rating officer.
 2. The employee shall review the report with the rating officer and Union representative, if requested.
 3. Thereafter, the employee, if he/she so requests, shall meet with the rating officer and the reviewing officer with his/her Union Representative, if requested.
 4. The foregoing review shall be completed within fifteen (15) days of the employee's receipt of his/her performance report.

9. PAST PRACTICE

- A. SPECIFIC PAST PRACTICES.** The City and the Union agree that any restrictions on management's right to do any of the following, whether or not such restrictions have become binding "past practices", are hereby abolished:
1. Require employees to complete basic reports to monitor and encourage productivity including but not limited to log books and trip sheets;
 2. Control the scheduling of paid breaks.
- B. OTHER PAST PRACTICES.** A joint committee with an equal number of representatives of labor and management shall be established to discuss other past practices and work rules which the City seeks to change. If no agreement is reached, then the disagreements shall be submitted to a mutually agreed upon neutral tie breaker who shall be required to fully resolve the issues in dispute within ten (10) days of the date of submission.

10. REVIEW OF CLASSIFICATIONS, SPECIFICATION REVISIONS AND PAY CHANGES

The Parties shall form a joint committee comprised of four (4) representatives from each side to discuss the issue of classification reviews as set forth below. It is agreed that the Classification and Pay Division will review new classes, specification revisions and pay changes with a designated representative of the Union prior to the distribution of the Civil Service Commission agenda of each forthcoming meeting (as set forth in the August 29, 1994 letter attached hereto as Exhibit A). Should such consultation result in non-agreement in a particular classification and/or pay determination in which the Union is interested, such item will not be presented to the Civil Service Commission for action if the Union representative indicates a desire for a further review and consultation.

It is also agreed that if after further review and consultation, agreement is not reached, the item shall be placed on the Commission agenda, and during the ensuing public meeting at which the item is presented, the Union shall indicate that it requests a formal hearing before the Commission with both sides presenting their respective cases. The Commission's decision shall be final.

This provision in no way restricts departmental Management in carrying out the work of the department.

11. COMMITTEES

A. LABOR MANAGEMENT COMMITTEES

In recognition of the need for on-going labor management cooperative efforts during the term of the Agreement, the City and the Union agree to the establishment of a City-wide labor management committee. The Committee shall have no authority to change, delete or modify any terms of the existing agreement or to settle grievances.

The Committee shall consist of six (6) members, three (3) appointed by the Union and three (3) by the City. One representative of the Union and one representative of the City shall be designated as co-chairpersons of the Committee.

The Committee shall examine issues of labor management relations across City departments and shall also be authorized to examine and make recommendations concerning labor, management and productivity issues.

B. BILINGUAL/BICULTURAL ISSUES

The City and Union agree to establish a joint Labor Management Bilingual/Bicultural Affairs Committee to address recommendations outlined in the September, 1991 report on the concerns of Philadelphia Latinos issued by the Philadelphia Human Relations Commission.

C. SAFE WORKING CONDITIONS COMMITTEE

There shall be a joint labor management committee to study working conditions of City employees. Such committee shall meet on at least a monthly basis. The committee shall have the authority to review and inspect health and safety problems. The committee will make recommendations to remedy any health safety problems discovered during inspection and review. The City shall be responsible for providing and maintaining safe working conditions.

D. CHILD CARE

The City and the Union shall establish immediately a Child Care Committee. The Committee shall be comprised of three (3) representatives appointed by the Union and three (3) representatives appointed by the City. One (1) representative of the Union and one (1) representative of the City shall be designated co-chairpersons of the committee.

E. EXAMINATION-PERSONNEL

On an as needed basis, the City and the Union shall meet to discuss examination-personnel issues.

F. SICK LEAVE

On an as needed basis, the City and the Union shall meet to discuss issues related to sick leave.

12.

**TRANSFER, APPOINTMENT, PROMOTION, AND CAREER
ADVANCEMENT**

A. TRANSFERS

The parties agree that Civil Service Regulation 13 permits the City to transfer an employee within his/her classification on a permanent basis between or among departments, boards or commissions.

The parties further agree that the City may assign an employee within his/her classification on a temporary basis to another division or unit within his/her department, or to any other department, board or commission.

B. TRANSFER OF UNION STEWARDS AND OFFICERS - Union Stewards and Officers shall not be transferred without written approval of the Managing Director following consultation with the Union.

C. RESTORATION FOLLOWING REJECTION DURING PROBATION - An employee with permanent civil service status who has vacated a position in that class to accept appointment from an eligible list to a position in the same or higher level, in a different department and who is rejected during the probationary period in that position shall have the right to return to the position in which he/she has status in his/her prior department provided, however, said position is still open, has not been filled or has not been abolished.

D. NON-SELECTION ON SECOND CERTIFICATION - In the case of a second certification to an appointing authority, the appointing authority will notify the eligible so certified and that eligible, if not selected, may request and shall be granted an interview regarding his/her non-appointment.

E. PROBATION FOLLOWING TEMPORARY APPOINTMENT - The City agrees that if an employee has served in a permanent position on a temporary appointment from an eligible list immediately prior to a probationary appointment to the same position and a satisfactory performance report is submitted for the aforesaid period of temporary employment, this period of temporary employment shall be credited toward the required probationary period.

F. CAREER ADVANCEMENT. The Employer agrees to develop consistent procedures for advancement to the full performance level for each career ladder within the Civil Service. The

Employer further agrees that, unless it can be demonstrated that it is detrimental, advancement will be on the basis of training and experience and a satisfactory performance report. The Employer agrees that annual departmental budgets will reflect the automatic upgrading of positions up to the full performance level, as appropriate.

- G. COMPLETION OF PROBATIONARY PERIOD IN LOWER CLASS WHILE SERVING IN RELATED HIGHER CLASS.** If a person is transferred, appointed or promoted to a class in the same or in a closely related series of classes either on a provisional, temporary, or probationary basis, s/he shall be considered to have successfully completed his/her probationary period in the lower class when the combined service in both classes totals six (6) months, provided that the appointing authority does not file a Performance Report with an overall rating of "Improvement Needed" or "Unacceptable" before the end of the aggregate period of six (6) months.
- H. PROMOTIONAL INTERVIEWS.** Interviews will be conducted for all eligibles certified for promotion from one position within the bargaining unit to & higher level position within the bargaining unit when practical. The foregoing does not apply to career advancement promotions.

By December 31, 1984, the City agrees to issue a policy statement as to the commitment to provide employees interviewed for promotions to classes in the bargaining unit with information regarding the location and assignment of the positions available at that time.

Agreement to interview eligibles for vacancies in no way restricts management's right to change assignments and transfer employees between positions.

13.

PAY STEP DETERMINATION OF REHIRED EMPLOYEES

A. REHIRED EMPLOYEES

A bargaining unit employee with five years full-time continuous service, who has resigned in good standing and is rehired from an open competitive list to a bargaining unit position in the same occupational series of classes within two years of termination, shall be treated, for the purposes of pay step determination, as a promoted, demoted or reinstated employee. Other benefits based on service shall not be altered, changed or modified by this clause.

B. PROMOTED EMPLOYEES

When an employee is promoted from a position in one class to a position in another class having a higher pay range, the employee will be paid at the pay step in the higher range which will provide for him/her an increase in an amount not less than would be provided by an upward adjustment of one pay step in the lower pay range or, if none would so provide, at the highest pay step in the higher range.

14.

WORKING OUT OF CLASS

- A. **OUT OF CLASS** - Civil Service Regulation 5.11 and 13.011 shall be amended so that when any Civil Service employee, with the approval of the appropriate department head or his/her deputy, is assigned to duties appropriate to a higher class or position than that in which the employee is employed, he/she shall be paid after the first two (2) hours of such work in any work day at the rate of the higher class for all hours worked in the higher class until the assignment is terminated. Excluded from the above are trainee classes involving college background. Should such an assignment continue beyond thirty (30) days, and in the absence of an appropriate departmental list, a temporary promotion shall be authorized.
- B. **OUT OF CLASS APPEAL** - Pursuant to Civil Service Regulation 5.115, District Council 47 may on behalf of any or all affected employees in a represented class or classes, file an out-of-class appeal with the appointing authority in the Department in which the out-of-class work situation exists.
1. Any such appeal will be acted upon within ten (10) days after it is received by appointing authority.
 2. If the appeal is granted employee will be paid in the higher class pursuant to Civil Service Regulation 6.09.
 3. If an out-of-class pay appeal is denied or the remedial action of the appointing authority is unsatisfactory, District Council 47 or employee may appeal to the Director.

Upon receiving the appeal, the Director will act upon it within thirty (30) days.

- C. **PERFORMING DUTIES OF AN EQUIVALENT OR LOWER LEVEL CLASS**
Each class specification contains the provision, "Performs related work as required". The City and the Union mutually agree that the City's ability to assign duties under this provision will not be limited by past practices unless the parties agree in writing to continue such practices. During the first ninety (90) days of this Agreement, a joint committee with an equal number of representatives of labor and management shall be established to discuss this issue and determine which past practices shall be continued. In no event shall work assignments under this provision be made for disciplinary, punitive or discriminatory reasons.

15. **CLASSIFICATION OR PAY APPEAL**

Any employee in a District Council 47 represented class may on an individual or group basis request a classification and/or pay audit either personally or through the Union. Such request shall include the reason for the request. The employee(s) shall request this audit by sending a written request to the Office of the Personnel Director stating that a classification and/or pay audit is being requested. The written request shall be sent through the individual department Personnel Office but employees may petition the Office of the Personnel Director directly with a copy to the departmental Personnel Office.

Any audit requested under this provision will be performed within ninety (90) days of date of request and results forwarded to the employee no later than one hundred twenty (120) days from date of request.

Any work experience in a higher classification that is granted because of an audit shall be retroactive to the date of the employee's audit request.

16. DISCIPLINE AND DISCHARGE

- A. **JUST CAUSE.** It is agreed that management retains the right to impose disciplinary action or discharge provided that this right, except for an employee in probationary status, is for just cause only.
- B. **DISCIPLINARY ACTION HEARINGS.** An employee subject to disciplinary action shall not be suspended without pay or discharged prior to completion of Step III of the Grievance Procedure unless in the judgment of the appointing authority or designee said employee poses a threat to himself/herself or other person or persons.
- C. **PROGRESSIVE DISCIPLINE.** The City shall have the right to discipline or discharge any employee in the bargaining unit for just cause only. Disciplinary actions shall be progressive in nature where appropriate. The City and Local 2187 agree that discipline should be directed toward maintaining or improving the City's services. This clause does not apply to probationary employees.
- D. **EXPUNGEMENT OF REPRIMANDS.** An employee who receives no written reprimands or any more severe discipline for a period of at least two (2) years shall have any prior-received written reprimands expunged from his/her personnel file.

Note: See Employee Rights Paragraph 8 C.

17. LAYOFF

- A. **LAYOFF**
 - 1. During the term of this collective bargaining agreement, the City may not layoff full-time employees represented by the Union, except to reduce or eliminate budget deficits projected by the Director of Finance.
 - 2. Notwithstanding the limited authority to lay off set forth in paragraph 1 above, no layoffs of DC 47 bargaining unit members shall be permitted to fund the costs of any police or fire Act 111 interest arbitration awards issued during the term of this agreement.
 - a. To the extent that layoffs are required to fund collective bargaining agreements and Act 111 interest arbitration awards, layoffs of DC 47 bargaining unit members in accordance with the terms of paragraph 1 above may occur so long as the percentage of savings generated by layoffs of DC 47 bargaining unit members does not exceed the proportionate share of the cost of this agreement to the City in that fiscal year.

- b. The City may demonstrate compliance with this paragraph 2 by showing that the City has provided for funding of Act 111 interest arbitration awards under the City's Five Year Financial Plan or revisions thereto which do not require layoffs of any DC 47 bargaining unit members and that such Plan or revisions were successfully implemented. In any grievance proceeding under this section, the Union shall have the burden of proving through clear and convincing evidence that such Plan or revisions were not implemented and that DC 47 layoffs were first utilized to fund the costs of the arbitration award(s).
 3. Prior to eliminating any position through layoffs, the City shall notify the Union at the time layoff registers are developed and afford the Union an opportunity to meet and discuss over the proposed layoffs.
 4. In addition to the City's rights to effect transfers in accordance with Civil Service Regulation 13 and as described elsewhere in this agreement, the City shall have the right to transfer employees to avoid layoffs. Such transfers may be made to positions within an employee's current department or to a different department. Transfers may be made to positions in other classifications. Employees who accept a transfer to positions at a lower pay grade shall be demoted in lieu of layoff.
 5. Layoffs shall be in accordance with existing layoff procedures, except that the City may use layoff units no smaller than a division.
 6. In order to assist any employee who is laid off in securing other employment, the City also agrees to:
 - a. Use its best efforts to have the boards of directors of the Philadelphia Parking Authority, the Philadelphia Redevelopment Authority, and the Philadelphia Housing Development Corporation develop and implement a similar hiring policy for displaced municipal employees; and
 - b. Require subcontractors who are hiring new employees to perform services or functions called for in any subcontracting proposal which requires layoffs of employees to give hiring priority to any employees displaced as a result of that subcontracting, providing the individual employees are qualified and that their employment history has been satisfactory.
 7. This clause replaces the Layoff and Early Retirement Clause in the 1988-1992 agreement, expires June 30, 1996, and can be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.
- B. RECALL FROM LAYOFF.** Employees on established layoff lists shall be recalled to vacancies in their classes as said vacancies arise due to attrition on a one for one basis.
- C. SUPER SENIORITY FOR DISTRICT COUNCIL 47 SHOP STEWARDS AND ELECTED UNION OFFICIALS.** For layoffs under the system established by Civil Service Regulation 16 - LAYOFFS: District Council 47 shop stewards and elected union officials shall be credited with total layoff score points equal to one more than the highest total points of any other employee in their appropriate layoff units and classes.

18.
WAGES AND LONGEVITY

A. WAGES

1. Effective April 1, 1995, there shall be a two (2%) percent increase in each step of each pay range of the District Council 47 pay plan.
2. Effective April 1, 1996, there shall be a three (3%) percent increase in each step of each pay range of the District Council 47 pay plan.

B. LONGEVITY

1. Longevity Schedule

The longevity increment in effect on June 30, 1992 shall be discontinued and the following schedule established:

2. Years of Service	Longevity
3. After 5 years	\$ 625
4. After 10 years	825
5. After 15 years	1025
6. After 20 years	1225
7. After 25 years	1425
8. After 30 years	1625
9. After 35 years	1825
10. After 40 years	2025
11. After 45 years	2225

Longevity payments shall not affect eligibility for cash overtime.

12. Longevity Schedule

Longevity rates shall remain unchanged, except that the first bonus for employees shall be effective after five (5) years of service. No current employee shall forfeit his/her longevity step.

19. OVERTIME

A. EMPLOYEES WHOSE SALARY DOES NOT EXCEED EP 14. Employees in classes represented by District Council 47 Local 2187 whose pay does not exceed the maximum of pay range EP 14 shall be compensated for overtime as designated below:

1. **Non-Shift Workers - Clerical and Office.** For clerical and office employees whose regular or normal work week is thirty-seven and one-half (37-1/2) to forty (40) hours performed during five working days, the above provisions as to payment of overtime rates shall apply. For those clerical and office employees who are regularly or normally scheduled to work less than thirty-seven and one-half (37-1/2) hours during the first five days of the work week, a total of forty (40) hours of work must be completed before the overtime rate for the sixth day worked shall apply, provided however, that such forty (40) hours shall not include time worked for which daily overtime has been earned. Time worked in excess of eight (8) hours in any work day shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay, and all hours worked on the seventh day in the employee's work week shall be paid for at the rate of two (2) times the regular rate of pay.

2. **Shift Employees.** Employees working in shift operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment on Saturdays or Sundays, in which employment said employees participate on a fixed or rotating basis. For shift employees, the work week shall consist of forty (40) hours, five (5) days, eight (8) hours each, Monday to Sunday inclusive, except that for clerical and office employees the work week may be not less than thirty-seven and one-half (37-1/2) hours nor more than forty (40) hours. Overtime is to be compensated for on the following bases except as qualified:
 - a. **Overtime After Eight (8) Hours.** Any work performed by an employee after completing eight (8) hours of work in any work shift at his regular rate of pay shall be considered overtime. The employee shall be paid one and one-half (1-1/2) times his regular rate of pay for such overtime.
 - b. **First Regularly Scheduled Day Off.** Any work performed by an employee on his or her first regularly scheduled day off shall be overtime. The employee shall be paid one and one-half (1-1/2) times his regular rate of pay for such overtime.
 - c. **Second Regularly Scheduled Day Off.** Any work performed by an employee on his or her second regularly scheduled day off, shall be considered overtime. The employee shall be paid two (2) times his regular rate of pay for such overtime.
- B. **HOLIDAYS.** Work on any of the recognized holidays shall be paid for in accordance with **Sections 19.011 and 19.012.** Holiday compensatory time to which an employee may be entitled and which he has not utilized, or been permitted to utilize, shall be granted during the fourteen (14) days prior to his separation from service. (Refer to **Sections 6.11183, 6.117, 6.118 of the Civil Service Regulations.**)
- C. **ABSENCE FROM WORK AFFECTING OVERTIME.** An employee in order to be eligible for overtime compensation on the sixth day of his work week must have completed a minimum of five (5) days of work at regular rates in that week, unless his absence from work on any day of the week arises under the following circumstances: (1) a call from his Draft Board or a preinduction physical examination, evidence of which must be submitted to the appointing authority immediately upon the employee's returning to work; (2) a paid holiday, paid vacation or sick leave or compensatory time comes within the week and on which no work is done; (3) a leave of absence granted because of a death in his family; (4) a legitimate illness or an accident suffered while at work preventing him from working before the completion of five (5) days in that particular week and of which timely proof must be submitted to the satisfaction of such employee's superior. (The sixth day is regular time if five (5) days have not been worked. The seventh day is always double time.)
- D. **RECORDING PARTIAL HOURS.** For overtime worked, compensatory time, or night work premium pay, in accordance with the provisions of the Regulations, units of less than a full hour shall be reported as follows: less than fifteen minutes no time to be reported; fifteen minutes or more but less than forty-five minutes, one-half hour to be reported; forty-five minutes or more, but less than one hour, one hour to be reported.
- E. **ACCUMULATED COMPENSATORY TIME.** Accumulated compensatory time off may be used in accordance with the following provisions:
 1. The granting of any such compensatory time off shall be at the sole discretion of the appointing authority.
 2. No employee may accumulate or have to his credit at any time eligibility under this section for compensatory time in excess of one hundred and twenty (120) hours, in

addition to the compensatory time to which an employee may be entitled for work on a holiday and compensatory time granted in lieu of a holiday(s).

3. Any employee's accumulated eligibility for compensatory time other than for work on a holiday and compensatory time granted in lieu of a holiday(s) for which he has not been granted compensatory time off prior to fourteen (14) days before the date of his separation from service shall be canceled without compensation. Compensatory time to which an employee may be entitled for work on a holiday and compensatory time granted in lieu of a holiday(s) which he has theretofore utilized or been permitted to utilize shall be granted him during the fourteen (14) days immediately prior to his separation from service.

F. EMPLOYEES WHOSE RATES ARE BETWEEN EP 14 AND EP 21.

Employees in classes represented by District Council 47, Local 2187 whose annual pay rates are between the maximum rates of pay ranges EP 14 and EP 21 shall be compensated for overtime work in accordance with the provisions of Civil Service Regulation 6.11 and its subsections, except that for the computation of overtime compensation their rate of pay shall be deemed to be the maximum pay rate of Pay Range EP 14.

G. EMPLOYEES WHOSE RATES ARE ABOVE EP 21.

Employees in classes represented by District Council 47, Local 2187 whose annual pay rate is more than the maximum pay rate of Pay Range EP 21 are not eligible for extra pay for overtime and holiday work. However, if such employee works in excess of eight (8) hours, in any one calendar day or forty (40) hours in any one calendar week, or on a recognized holiday, he shall be eligible for compensatory time off.

1. **Limitation of Accumulated Compensatory Time.** No employee under the provisions of Subsections 6.11512 of this Regulation, may accumulate or have to his credit at any time eligibility under this Section for compensatory time in excess of one hundred and twenty (120) hours, provided however, that the limitation of one hundred and twenty (120) hours shall not include any holiday compensatory time to which an employee may be entitled. Any employee's accumulated eligibility for compensatory hours for which he has not been granted compensatory time off prior to fourteen (14) days before the date of his separation from service other than by layoff shall be canceled without compensation, provided however, that holiday compensatory time to which an employee may be entitled and which he has not theretofore utilized or been permitted to utilize, shall be granted during the fourteen (14) days prior to his separation from service.

H. COMPENSATORY TIME/OVERTIME OPTION. Where eligible for overtime compensation, employees, may, in lieu of cash compensation, earn compensatory time off at a premium rate identical to that which the employee would have been entitled had he been compensated in cash. The option to elect either cash or compensatory time off shall be at the employee's discretion.

The same calculation will be used for employees in classes in the Executive and Professional Pay Range whose annual pay rate is higher than the maximum of Pay Rate of Pay Range EP 21.

Should the employee wish to exercise this option as described above, he/she shall make that decision known to his/her supervisor at the time the overtime assignment is made.

Compensation for standby time shall be at 1/2 the hourly rate in cash or in compensatory time according to the employee's preference.

The agreement is subject to the requirement that the overtime must be specifically approved by supervision.

Employees shall be permitted to use earned compensatory time during the last fourteen (14) calendar days of employment prior to separation. Supervisory approval of such leave request is required.

- I. **ASSIGNMENT OF OVERTIME** - Overtime work for regular full-time employees shall be assigned in accordance with the following:
1. Each department shall establish departmental work site and shift volunteer overtime lists in the work location where the employees regularly work.
 2. Employees on the overtime desired lists shall be selected in order of their seniority within each classification on a rotating basis.
 3. If the voluntary overtime desired list does not provide sufficient volunteers, the department may require other departmental employees to work overtime. Said overtime shall be assigned on the basis of inverse seniority within each classification.
 4. A departmental labor management committee comprised of equal numbers of management and union representatives shall, by majority vote, grant to individuals (upon application) temporary or permanent exemption from the assignment of mandatory overtime based on objective standards developed by the committee.
 5. No full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days, or work over ten (10) hours on a regularly scheduled day or over eight (8) hours on a non-scheduled day.
 6. Notwithstanding this provision, individual employees shall retain the right to volunteer to work overtime to complete work assignments in progress, and the City may require overtime in cases affecting public health or safety.

20.

SHIFT DIFFERENTIALS

In accordance with established Civil Service Regulation 6.17 and current procedure, any work performed during the shift commencing at 4 P.M. and ending at 12 midnight will be entitled to a total shift differential payment at the rate of thirty (30) cents per hour.

Any work performed during the shift commencing at 12 midnight and ending at 8 A.M. will be entitled to a total shift differential payment at the rate of forty (40) cents per hour.

21.

MILEAGE ALLOWANCE

When privately owned passenger vehicles are used for official business under proper authorization, the rate of reimbursement shall be twenty-two and one-half cents (22 1/2¢) per mile. The Department will process reimbursement requests in a timely manner.

22.

UNIFORM ALLOWANCE

The City shall provide an annual clothing allowance of up to one hundred and fifty dollars (\$150) for the purchase of work required uniforms for full-time nursing employees, chemists, pharmacists, dieticians, and all others who must wear uniforms and are covered by this Agreement. Part-time nursing employees and all others whose normal work week consists of twenty or more hours shall receive an annual clothing allowance of up to seventy-five dollars (\$75) for the purchase of work required uniforms. The City shall continue its present policy of furnishing lab coats to lab technicians.

23.

WORK SCHEDULES

- A. Departmental committees to discuss work schedule proposals:
1. If no agreement parties may go to a citywide committee.
 - a. If no agreement on City proposals, then the disagreements shall be submitted to a mutually agreed upon neutral tie breaker who shall be required to fully resolve the issues in dispute within 10 days of the date of submission. The City may not implement any terms of its proposal until issuance of the neutral's decision.
 - b. If no agreement on Union proposals: parties must reach agreement.
 2. Once during the calendar year the City shall have the right to change schedules within a recognized work unit without the requirement of a submission to a neutral tie breaker, provided that affected employees are given at least thirty (30) days notice of a change in schedule. A schedule change shall not result in a change of more than one day in an employee's work week, more than eight hours going forward from the employee's regular shift, split shifts, or more than two different starting times in a work week.
 3. In the event that any schedule change referred to in subparagraph (2) above requires an employee to work two different starting times in a work week, then the following procedure shall apply:
 - a. Each Department shall establish work shift volunteer lists for each work unit at the work location where the employees regularly work.
 - b. Employees on the work shift desired list shall be selected in order of their seniority within each classification.
 - c. If the voluntary work shift desired list does not provide sufficient volunteers for the work unit, the Department may require other work unit employees to work such schedule on the basis of inverse seniority within each classification.
 4. Employees will be excused from the schedule change for hardship, provided that this is consistent with the Department's operational needs.

24. HOLIDAYS

A. RECOGNIZED HOLIDAYS

1. Beginning with Fiscal Year 1993, the following shall be recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.
2. Beginning with Fiscal Year 1994, November Election Day will no longer be recognized as a holiday.
3. Beginning with Fiscal Year 1995, Veteran's Day will no longer be recognized as a holiday.

B. HOLIDAY PAY. Cash payment for holiday pay, other than that which is paid for a holiday which is a regularly scheduled work day, but which is not worked, shall be in accordance with the limitations on cash overtime established above in Paragraph 19 OVERTIME.

1. **Employees Not Working on Holidays.** For any of said holidays on which an employee other than seasonal, temporary and emergency does not work at all, such employee shall receive his normal pay for the number of hours he would normally have worked on the particular day involved. Provided however, that when a holiday falls on a Saturday, the non-shift employee will receive in lieu of holiday pay a compensatory day off from work with pay which may not be taken prior to the date of the holiday. In order to be eligible for holiday compensation for a holiday not worked, an employee must be in pay status the last work day before and the first work day after the holiday.
2. **Employees Working on Holidays which are Scheduled Work Days.** A shift or non-shift employee required to work on any of the above enumerated holidays which are regularly scheduled work days shall, in addition to his/her normal pay for the day receive not less than an additional one and one-half (1-1/2) day's pay at his/her regular rate of pay for the holiday worked and double time for all hours worked over eight (8) on that day.
3. **Holiday Falling on Saturday for Non-Shift Employees.** When a holiday falls on a Saturday, non-shift employees will receive in lieu of holiday pay a compensatory day off with pay which may not be taken prior to the date of the holiday but, if required to work on such holiday shall in addition to his normal pay for the day, receive an additional one and one-half (1 1/2) day's pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.
4. **Holiday Falling on Sunday for Non-Shift Employees.** When a holiday falls on a Sunday for a non-shift employee, it will be observed on the following Monday.
5. **Holiday Falling on First Regularly Scheduled Day Off For Shift Employees.** When a holiday falls on the first regularly scheduled day off for a shift employee who is required to work on the holiday, he shall in addition to his normal pay for the day, receive an additional one and one-half (1 1/2) day's pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.
6. **Holiday Falling on Second Regularly Scheduled Day Off For Shift Employees.** When a holiday falls on the second regularly scheduled day off for a shift employee who is required to work on the holiday, he shall in addition to his normal pay for the day, receive

an additional two (2) days' pay at his regular rate of pay for the holiday worked and double time for all hours worked over eight (8) hours on that day.

25. VACATION

- A. **ACCRUAL** - Permanent, full-time employees shall become eligible for annual vacation leave according to the following schedule:
1. Two (2) weeks after six (6) months continuous service.
 2. Three (3) weeks after five (5) years continuous service.
 3. Four (4) weeks after ten (10) years continuous service.
 4. Employees with more than sixteen (16) years of service shall earn vacation at the following rate:
 - a. After 16 years- 1 3/4 day/month or 21 days/year;
 - b. After 17 years- 1 5/6 day/month or 22 days/year;
 - c. After 18 years- 1 11/12 day/month or 23 days/year;
 - d. After 19 years- 2 days/month or 24 days/year; and,
 - e. After 20 years- 2 1/12 days/ month or 25 days/year.
- B. **VACATION ACCUMULATION.** At the end of each calendar year, an employee may carry forward up to seventy (70) days accumulated vacation.
- C. **PART-TIME EMPLOYEES.** - Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours shall earn vacation leave in proportion to their actual time worked. Employees excluded from earning vacation leave under Regulation 6.1714 and 6.15 shall be excluded from eligibility for vacation with pay.
1. **Positions Excluded.** Overtime and night shift differential compensation, vacation with pay, sick leave with pay, holidays with pay, funeral leave, group life insurance, health welfare benefits shall not be granted to employees in the following positions:
 - Institutional Registered Nurse (part-time)
 - Recreation Leader I (part-time)
 - Suicide and Crisis Intervention Counselor (part-time)

TERMINAL VACATION PAY. Employees retiring on a service pension shall have the option of being paid for earned but unused vacation time in a lump sum payment or being continued on the payroll after the last day worked.

26. TRANSFER OF LEAVE

- A. **PERMANENT COMMITTEE** - During the term of the collective bargaining agreement, the City and the Union will make permanent the former pilot project to evaluate the transfer of accrued leave time between employees represented by the Union.

B. TRANSFER OF LEAVE PROGRAM - The Union shall nominate employees for inclusion in this program. The approval of participants shall be made by the appointing authority for the affected agency. No more than one (1) for every fifty (50) employees or portion thereof in each department shall be eligible to receive such leave during the term of the agreement.

The program shall be subject to the following rules:

1. Employees who are approved to receive such leave transfers must demonstrate need based upon a medically documented catastrophic illness.
2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing.
3. Leave may only be transferred in units of whole days, and may only be transferred between employees within the same department.
4. Employees receiving such transferred leave shall only be credited in accordance with the Civil Service Regulations governing maximum leave accrual.
5. If an employee who has received transferred leave separates from City service for any reason, there shall be no payment for unused transferred leave.

However, to the extent that the committee agrees to change such rules, it is empowered to do so.

No aspect of this benefit shall be subject to the grievance/arbitration process. Disputes between the appointing authority and the Union over selection of employees shall be referred to the Personnel Director. The Personnel Director's decision shall be final and binding on the parties.

27.

ANNUAL ADMINISTRATIVE LEAVE

Each full-time permanent employee shall, in each year ending June 30, be granted three (3) days of annual leave with pay, in the form of administrative leave, for any purpose at any reasonable time. Effective July 1, 1993, the number of annual administrative leave days shall increase from three (3) to four (4). Such administrative leave, if unused in any such year, shall be neither accumulated from year to year, nor compensable at time of separation. Administrative leave for non-uniformed employees shall not be used for periods of less than a full day except as follows: Part-time permanent employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours, except for employees in the classes of Institutional Registered Nurse (part-time), Recreation Leader I (part-time), and Suicide and Crises Intervention Counselor (part-time), shall be granted and permitted to use administrative leave in proportion to their actual time worked.

28.

HEALTH AND WELFARE BENEFITS

A. CITY CONTRIBUTION LEVEL - The City shall pay the AFSCME District Council 47 Health and Welfare Fund for each full time employee \$360.00 per month commencing July 1, 1992. In the subsequent years, increases in the Monthly Payment shall be made on July 1, and shall be equal to the average rate of increase in the three largest Philadelphia HMOs.

B. JOINT ADMINISTRATION

The Union's current health and welfare programs shall be restructured within sixty (60) days to provide for the following:

1. The City may appoint up to twenty percent (20%) of the board of trustees for the Union's health and welfare funds ("Board of Trustees").
2. The Fund shall keep and maintain (or cause to be kept and maintained) all books and records relating to the Union's health and welfare programs, including any other health/medical arrangement under Union control which receives, directly or indirectly, any City financial contributions (hereinafter all referred to as "Fund"). City-appointed trustees shall have full and complete access to all books and records relating to the Fund.
3. The Fund shall be subject to annual audit to be conducted by an independent CPA firm selected by the Board of Trustees of the Fund. The City may also, at its own expense, select an independent CPA firm to conduct an annual audit of the Fund.
4. All funds paid to District Council 47 by the City under this Agreement shall be held in trust by District Council 47 subject to normal fiduciary standards and shall be applied only for the purpose of providing health and welfare benefits to members of District Council 47 and administrative costs.

C. COORDINATION OF BENEFITS

The City and the Union shall administer the City Program and the Joint Program (or shall cause each plan to be administered) to provide for maximum coordination of benefits, with the City Program and the Joint Program to be the secondary coverage to the maximum extent possible. Steps taken to ensure maximum coordination of benefits shall include, but shall not be limited to full disclosure by employees of eligibility for health medical benefits through other plans. The coordination of benefits required pursuant to this paragraph shall not result in a reduction of the Monthly Payments to which the Union is entitled pursuant to paragraph 1 of this section.

D. RETIREES - The City shall continue the contributions provided for above in Paragraph A. Contribution Level, for each full-time employee, who is enrolled in the Union's benefit fund and who is terminating employment after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans during the three (3) years following retirement from City service. However, the ten (10) years of service need not be continuous, if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of his/her last previous separation; it is also provided that such re-employed or reinstated employee may not be entitled to more than one three (3) year period of paid health-welfare payments. Retirees shall be in one of the above described plans and subject to the provisions of paragraph C above.

E. EMPLOYEE ASSISTANCE PROGRAM

1. Through adoption of a formal EAP (Employee Assistance Plan), a greater emphasis will be placed on early treatment of psychiatric disorders and substance abuse problems and outpatient, rather than inpatient care. It is expected that, by providing for inexpensive, accessible counseling and psychotherapy through an EAP, there will be an overall reduction in general medical utilization and sick time.
2. Effective October 1, 1992, the City shall contribute the sum of \$5.00 per member per month to AFSCME District Council 47 for the purpose of continuing its Employee

Assistance Program. Such contributions shall continue until June 30, 1994, provided, however, that in the event that the Union decides, in its sole discretion, to discontinue the existing Employee Assistance Program, then the City shall cease all contribution and, simultaneously, the City's contribution to the Legal Services Fund shall be increased to \$10.00 per month until June 30, 1994.

29. LIFE INSURANCE

- A. **BASIC COVERAGE** - The City shall provide, at no cost to the employee, \$20,000 life insurance for all employees within the bargaining unit who are otherwise entitled to such coverage.
- B. **OPTIONAL COVERAGE** - Furthermore full-time Civil Service employees in classes represented by District Council 47, Local 2187 shall have available at their option additional group term life insurance based on salary level with 30% of the premium cost paid by the employee and 70% of the premium cost paid by the City through the Director of Finance. The maximum amount of optional insurance available is equal to the employee's annual salary rounded up to the next five hundred dollar (\$500) increment less twenty thousand dollars (\$20,000).
 - 1. An employee whose annual rate changes from one salary level category to another will be subject to limits of the new salary level category on the following July 1.
 - 2. If an employee chooses not to pick up the optional amount during one year of eligibility, he/she may pick up the option in later years to the total face value available, but he/she must pass a physical as established by the carrier company.
- C. **RETIREEES COVERAGE** - Full-time Civil Service employees in classes of positions represented by District Council 47 who retire from the City service to one of the City's pension plans shall be offered at no cost to them, group term life insurance coverage in the amount of \$6,000 with double indemnity for accidental death or dismemberment, provided, however, that such retiring employees must at date of retirement have no less than ten (10) years of continuous City service, provided further, however, that the ten (10) years need not be continuous if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of the last previous separation.
- D. **FULL TIME ELECTED REPRESENTATIVES OF THE UNION** - Full-time elected representative of the Union on leaves of absence under Regulation 22.10 may be covered by the \$20,000 group term life insurance, with the premiums payable by the full-time representatives.
- E. **HOMEOWNER/AUTO INSURANCE DEDUCTION** - The City shall permit the payment of homeowner/auto insurance premiums by payroll deduction to a company or companies designated by the Union, provided that a minimum of two hundred and fifty (250) represented employees execute the necessary payroll deduction forms.

The Union shall release the City of any and all liability from any claims arising from provision of this benefit. Further, the Union shall indemnify the City against any and all claims from employees, insurance carriers and their agents, and any claimant against employees who participate in this insurance program.

Before implementation of this program, the City, the Union and the insurer(s) shall enter into a written agreement among these parties setting forth the rights, procedures and responsibilities of the parties.

30. PREPAID GROUP LEGAL SERVICES

- A. Beginning October 1, 1992, the City will contribute \$5.00 per employee per month to the Union's legal plan; beginning July 1, 1994, the City will contribute \$12.00 per employee per month to the Union's legal plan. It is understood that said Fund shall:
1. Provide quality legal services to all employees of the bargaining unit and their dependents in a manner which is designed to insure a high degree of legal competence and services.
 2. Operate in an economically sound manner.
 3. Not be used for the institution of legal proceedings against the City of Philadelphia, or its duly authorized affiliated organizations or any of their officers, employees, agents, or representatives thereof.
 4. Not be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or any of its affiliated subordinate Local Unions or any of its officers, employees, agents or representatives thereof.
 5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.

31. SICK LEAVE

- A. **DEFINITION** - authorized sick leave includes, with the approval of the appointing authority, the absence from duty with pay of an employee because of his\her illness or non-service connected injury, his\her appointments with doctors or other recognized practitioners in the treatment of such illness or injury to the extent of time required to complete such appointments, or his\her exposure to contagious disease.
- B. **ADMINISTRATION** - The sick leave benefit shall be administered in accordance with **Civil Service Regulation 21**.
1. **Allowance** - Sick leave shall be earned by each permanent full-time employee hired before October 1, 1992, at the rate of one and two-thirds (1 2/3) working days for each calendar month of service, the total of which shall not exceed twenty (20) days in any twelve (12) months.
 - During their first three years of service employees hired after June 30, 1986 and before October 1, 1992, shall accrue fifteen (15) days of sick leave each year.

- Employees hired on or after October 1, 1992 shall earn sick leave at the rate of one and one-fourth sick days for each calendar month of service, the total of which shall not exceed fifteen (15) days of sick leave each year.
 - 2. **Charges** - All sick leave used shall be charged to the nearest quarter hour.
 - 3. **Accumulation** - Employees with continuous service may accumulate unused sick leave up to a maximum of two hundred (200) working days.
 - 4. **Payment for unused accumulated sick leave upon retirement** - An employee who terminates his/her employment to immediately become pensioned under one of the City's pension plans, shall, as of the date of termination, receive payment at his/her then current regular rate of pay for thirty (30) percent of the number of days of accumulated sick leave.
- C. **SICK LEAVE CONTROL** - The Union recognizes the right of the City to establish reasonable rules and regulations regarding sick leave in an attempt to discourage abuses of said sick leave. Before implementation of the aforesaid rules and regulations the City will consult with the Union.
- D. **SICK LEAVE POLICY** - As for absences because of illness, an employee need not submit a sick leave medical certificate for an absence of two consecutive work days or less; for absences of more than two consecutive work days' duration a medical certificate must be submitted.

The current sick leave policy shall be deemed to reckon occasions and violations for sick leave abuse purposes on a rolling twelve (12) month basis. Effective January 1, 1993, any employee placed on the "Excessive Use of Sick Leave List" shall not be paid for the first day of sick leave for the next four (4) occasions or the next twelve (12) months, whichever is shorter. The above is in addition to any other penalties already provided in the policy. A copy of the current sick leave policy is attached to this agreement as Appendix B.

- E. **SICK LEAVE CONVERSION TO VACATION.** Each full-time employee represented by District Council 47 may convert two (2) accumulated sick days to one (1) vacation day provided the employee maintains a balance of at least eighty (80) accumulated sick days. Such conversion shall be permitted up to a maximum of ten (10) vacation days each calendar year and must be converted as full vacation days. Employees shall inform the Departmental, Board or Commission Personnel Office or authorized representative, in writing of the conversion of earned but unused sick days during the period of time from January 1st to March 31st of each fiscal year. Conversion of sick leave to vacation may only be accomplished during the above-stated period of time. The scheduling of such vacation days shall be in accordance with the provisions of Regulation 20 Vacation Leave.
- F. **PART-TIME EMPLOYEES.** Part-time employees who are regularly employed and whose normal work week averages or exceeds twenty (20) hours shall earn sick leave in proportion to their actual time worked, consistent with **Civil Service Regulation 21.03**. Employees excluded from earning sick leave under **Civil Service Regulations Service 6.1714 and 6.15** shall be excluded from eligibility for paid sick leave.
- G. **COMPENSATION SICK LEAVE.** For employees hired after June 30, 1986 compensation for sick leave shall be at the rate of 75% of normal compensation for any uncertified sick days used in any calendar year after the employee has received notice that five uncertified sick days have already been used in that year. This benefit shall be administered in accordance with the City-wide sick leave policy.
- H. **FAMILY SICK LEAVE.** Employees shall be permitted to use up to five days of accumulated sick leave for the care of dependents in the household who are sick or disabled. Use of sick days

shall be in accordance with the City-wide sick leave policy. Employees may be required to provide proof of the relationship of such dependent relatives in the household.

32. FUNERAL LEAVE

In the event that there is a death in the immediate family of an employee, consisting only of spouse, parents, children, brother or sister, grandparents or grandchildren, and the employee attends the funeral services, such employee shall be granted a four (4) days' leave of absence with full pay. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

33. MATERNITY/PARENTAL LEAVE

- A. UTILIZATION OF SICK LEAVE FOR MATERNITY RELATED ABSENCES.** Employees going out on maternity leave shall receive compensation for the same from their accumulated unused sick leave time in accordance with the following. An employee who is incapacitated as a result of pregnancy will be permitted to use sick leave as indicated below:
1. An employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury.
 2. In the period prior to delivery, sick leave may be used, with the approval of the appointing authority, upon the written recommendation of the employee's doctor that the employee can no longer work.
 3. Without other justification, sick leave may be used from the time of delivery forward for four calendar weeks.
 4. Additional sick leave may be utilized beyond the four-week post-partum period when:
 - a. Certified by employee's physician, and
 - b. Recommended by appointing authority, and
 - c. Approved by Director.
- B. MATERNITY/PARENTAL LEAVE** - Upon the employee's written request, a permanent employee shall be granted a maternity leave of absence without pay in accordance with **Civil Service Regulation 22.12** or, if he/she meets the conditions cited in **subsection 22.121 of the Civil Service Regulations**, a parental leave of absence without pay, not exceeding six months. Upon the employee's written request, additional leave may be granted in accordance with **Section 22.02**, with the approval of the appointing authority and the Director. The employee shall retain his/her same position if such leave does not exceed six months.
- C. PART-TIME RETURN FROM MATERNITY/PARENTAL LEAVE** - Employees eligible for maternity/parental leave will be permitted to convert from a full-time to a part-time status for the term of an ordinary maternity/parental leave without pay. The employee must apply for this option before or during the first three (3) months of maternity/parental leave and be in part-time

status within 120 days of the start date of such leave. The appointing authority will make its best effort to assign people within their proper classifications, but in any event, the appointing authority shall make work assignments within the employee's professional series. The employee shall be subject to assignment in part-time status in accordance with departmental needs and within approved work schedules. If such part-time status combined with leave does not exceed six (6) months, the employee shall retain the original full-time position upon return to full-time status. Employees may request up to six (6) months' extension of such part-time service. Such an extension requires the approval of the appointing authority and the Personnel Director. Upon return to full-time status after the extension of maternity/parental part-time work, the City will attempt to place the employee in the original full-time position but there is no guarantee of placement in the original position.

34.

EDUCATION AND TRAINING

- A. **UNPAID EDUCATIONAL LEAVE** - After ten (10) years of employment, an employee has the right, consistent with the needs of the Department, to an educational leave without pay for up to twelve (12) months.
- B. **SUBSTANTIALLY DIFFERENT DUTIES** - Where a person is required to perform substantially different duties or responsibilities, the department shall afford that individual the opportunity for such orientation and training as is reasonably appropriate to the position.
- C. **TRAINING LEAVE CERTIFICATE**
 - 1. **Certificate Requirement** - When the aggregate cost of training or education provided by the City exceeds \$1,000 in a twelve (12) consecutive month period, employees represented by the Union shall be required to sign an agreement to repay such costs in full if the employee leaves City employment within one (1) year of the completion of such training or education. The repayment shall be on a pro-rated basis from the date of return to full duty for any such employee who leaves after one year and before completion of the two year obligation required by the Certificate of Agreement.
 - 2. **Required Training** - When an Appointing Authority requires an employee to attend a training program, the employee will not be required to sign the Certificate of Agreement under the following conditions:
 - a. The training program imparts skills or knowledge that is essential for the operation of a work unit or the department, especially as the Appointing Authority's mission or Charter driven responsibilities are effected.
 - b. The Appointing Authority must demonstrate in writing to the Personnel Director, how the proposed training or education specifically effects the operation of the work unit or the fulfillment of the Appointing Authority's mission or Charter responsibilities. This documentation should include a request for exemption from signing the Certificate of Agreement.

In all circumstances, a signed Certificate of Agreement shall be required for all programs, courses, workshops or seminars sponsored by academic institutions where academic credit is granted to employees.

3. **Applicable Costs** - For purposes of determining the aggregate costs the following expenses will be totaled: tuition, travel, food, lodging, books and related expenses.
-

35. UNION LEAVE

Any elected Union official on a leave of absence from his/her position in City service will be returned to his/her position and work location. If the position no longer exists the returning Union official will be placed in a similar position at the same EP range as his/her original position.

A. LEAVE OF ABSENCE FOR REPRESENTATIVES OF DISTRICT COUNCIL 47 REPRESENTED LOCALS

An employee serving as a full-time elected officer of District Council 47 or affiliated Local shall, upon written application to his/her appointing authority, be granted a leave of absence without pay for the period of such service. The leave of absence will be valid only for the period that the employee has been elected to serve as a full-time officer of District Council 47 or affiliated Local. If an employee is re-elected as a full-time officer, the leave of absence without pay shall again be granted upon written application to the appointing authority. Notices of all leaves of absence granted under this section shall be filed with the Personnel Director. The seniority rights of such employees shall be protected and they shall accumulate during such employee's period of service with the employee organization.

B. LEAVE OF ABSENCE FOR APPOINTED STAFF REPRESENTATIVES OF EMPLOYEE ORGANIZATIONS

An employee serving as a full-time appointed staff representative of District Council 47 or an affiliated Local shall, upon written application to his/her appointing authority, be granted a leave of absence without pay for the period of time requested, not to exceed three (3) years or until termination of the appointment by the recognized employee Union, whichever occurs first. If an employee is re-appointed as a full-time staff representative, the leave of absence without pay shall be granted upon written application to the appointing authority. Notices of all such leaves of absence granted under this section shall be filed with the Director. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the employee Union.

36. AGENCY SHOP

In the event that during the life of this Agreement State legislation is passed and signed into law permitting the inclusion of an "Agency Shop" provision in this agreement, the parties will incorporate such provision in the agreement.

37.

NONDISCRIMINATION AND SEXUAL HARASSMENT

- A. **NONDISCRIMINATION** - Neither the City nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, sex, sexual orientation, age or handicap, or political belief or affiliation, or Union membership.
- B. **SEXUAL HARASSMENT** - The City recognizes that no employee shall be subject to sexual harassment. Sexual harassment shall be deemed just cause for disciplinary action. An employee who has been a victim of sexual harassment shall be afforded the opportunity for a transfer, if possible.

Grievances concerning claims of sexual harassment will be processed with all possible speed and confidentiality. Every reasonable effort will be made to transfer the harasser, not the complainant, consistent with the severity of harassment and functional limitations of the job.

- C. **SEXUAL HARASSMENT TRAINING** - The City will make sexual harassment prevention training available to employees represented by the Union.

38.

SUBCONTRACTING OF WORK PERFORMED BY THE BARGAINING UNIT

The City may contract out City functions, services, locations, or sites at or in which work is presently performed by employees in the bargaining unit represented by District Council 47, only if: (i) the work can be performed more economically by an outside contractor as opposed to employees represented by the Union; and (ii) the City shall give no less than thirty (30) days prior written notice to the District Council before issuing a formal Request for Proposal of a formal Bid Solicitation Package, in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically by an outside contractor as opposed to employees represented by the Union.

The above shall not apply if the total value of a contract is less than \$10,000 in a fiscal year, is funded by any source other than operating budget funds, or involves an emergency or temporary situation. The City shall not sever any contract in order to take advantage of the \$10,000 exemption.

39.

USE OF VOLUNTEERS

The City shall notify the District Council before beginning a program to use volunteers, probationers, or parolees, members of the National Guard or other armed forces, or other governmental agencies' work

forces to augment the current bargaining unit work. Such use shall not be considered as contracting out. Volunteers shall not be used to displace the bargaining unit workforce, nor shall volunteers be used to do work which otherwise would be done by the then existing bargaining unit workforce. However, volunteers may be used to do work identical to the work done by bargaining unit employees so long as the volume of work done would exceed that which is being done by the then existing bargaining unit workforce.

40. MISCELLANEOUS

- A. **PREAMBLES** - Both parties agree that statements of intent, preamble and appendices (if any) in this agreement shall be an integral part of this agreement.
- B. **SUPPLEMENTARY AGREEMENTS** - Any matter not covered by this contract may be incorporated into the contract during its life by a mutually agreed upon supplementary agreement. All supplementary agreements, unless otherwise specified, shall take effect on the date of the agreement.
- C. **PERSONNEL PRACTICES MANUAL**. The City, within ninety (90) days, shall prepare a manual of uniform personnel practices in the Civil Service. The general personnel manual shall be supplemented by departmental manual, where appropriate.

Nothing in the general or departmental manual shall conflict with this collective bargaining agreement nor shall departmental manuals supersede the general manual. The City and the Union shall meet and discuss on the provisions of the general and departmental manuals prior to their issuance. The manuals shall be made readily available to all employees and one copy to each steward.

- D. **PRINTING AND DISTRIBUTION OF CONTRACT**. Representatives of the City and the Union shall meet within thirty (30) days of the signing of this agreement for purposes of integrating this agreement and prior such agreements into a single and complete contract. The City will arrange for and pay the costs of publishing sufficient copies of the contract for distribution to all District Council 47 represented employees. An appendix consisting of all job titles in the bargaining unit as of June 30, 1994 shall be annexed to the contract. Subsequent classes shall be so incorporated.
- E. **EATING FACILITIES**. The City recognizes that adequate eating facilities are necessary at work locations not readily accessible to commercial eating establishments and therefore will make best efforts to provide such facilities.
- F. **COMFORT INDEX**. The Managing Director shall issue a directive setting a comfort index for summer and winter. Enforcement of the directive shall be obtained through the Deputy Managing Director.
- G. **PERFORMANCE REPORTS - EFFECTIVE DATE**. Performance Reports - In the absence of a timely annual performance evaluation, an employee shall be presumed to have had an overall rating of satisfactory for eligibility to compete in an examination and to receive an earned step increment. This provision does not negate management's ability to file a performance report for the period in question within ninety (90) days of the due date. Any such performance report shall

be effective the first of the month following the month in which the performance report is filed with the Office of the Personnel Director.

- H. **ORAL EXAMS.** When a candidate in an oral examination for a class represented by the Union, an employee shall receive prior to the oral examination the overall rating factors and their representative weights.
- I. **FLEXTIME.** Flextime shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. At the sole discretion of the appointing authority the department may submit a flextime schedule in accordance with Civil Service Regulations. Departments shall advise the Union of their findings including any reasons for not adopting a flextime schedule.
- J. **WEATHER EMERGENCY** - In the event the Mayor or the Managing Director's Office declares a weather emergency and dismisses all non-essential employees, employees who report for work at their scheduled time, and work until their emergency release time, will be paid for all hours worked and will be given non-chargeable leave for the balance of their regular work day. In the event of a weather emergency, the City will make every effort to transmit emergency information with the least possible delay to all employees.

41.

HEALTH AND SAFETY

- A. **WORK THAT PRESENTS A THREAT TO HEALTH AND SAFETY** - No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety.
- B. **BASE-LINE MEDICAL PROGRAM.** Upon the written request of the Union, the City will explore the applicability of base-line medical monitoring programs to specific work sites where employees represented by the bargaining unit are exposed to hazardous or toxic material.

42.

PENSIONS

A. PENSION PLAN.

1. The pension plan shall be amended to provide that pension credits for service after the first 20 years shall be at the rate of 2% of annual earnings for each year of credited service rather than 1 1/2%; provided, further, that the present maximum of 80% of final average compensation shall be retained.
2. Ordinary non-service connected disability benefits shall be payable for all years of service rather than the present policy which contains a limitation of 20 years for a maximum of 50%.
3. An employee may purchase the additional period of coverage under the Municipal Pension System for the time that he/she served as a probationary employee and was not covered

under such system. An employee electing to purchase such additional period of coverage shall be required to pay the contribution which would have been paid by him during such period along with the appropriate actuarial interest rates which were applicable during the intervening years between the time that such contributions would have been payable and the date or dates of actual payment of such contributions.

4. Revise the definition of "Average Final Compensation" of the Retirement System Ordinance to the annual average of the total compensation earned by an employee during the three (3) calendar or three (3) anniversary years, computed to include base pay, longevity and overtime payments only, ending on the last full pay period immediately prior to death or retirement.
 5. Employees on Regulation 32 awaiting judicial decision shall continue to receive their pension pending said decision.
- B. **PENSION - PLAN 87** - All employees hired after October 1, 1992, or at the earliest date legally permissible thereafter, who are eligible for participation in a City administered pension plan shall be covered by Plan 87 (M) modified to provide for: a service connected disability pension benefit as currently defined under Plan 67 (J); a pension earning formula of 2.2% for the first ten (10) years of service, and 2% for the remaining years of service; and average final compensation calculated based on the highest three years of salary including overtime. Administration of the service connected disability pension benefit referred to above shall be in accordance with the newly revised disability provisions contained in this agreement.

43.

DISABILITY PROGRAM

A. GENERAL

Employees shall be required to cooperate with and accept all reasonable and appropriate medical care including diagnostic testing, physical therapy, and established corrective surgical procedures. In the case of such corrective surgical procedures recommended by City doctor(s), employees shall be permitted to introduce an opinion by their own physician as to the necessity of surgery. If there is a conflict between the two opinions, a third determinative opinion shall be obtained from a doctor selected from a standing panel of surgeons mutually agreed upon by the parties. Employees shall be required to conform to all rules of established disability programs including those concerning provision of information and performance of limited duty assignments. Failure to conform with these requirements shall result in withholding of all benefit payments, after conclusion of City-established due process procedures. The City shall have sole discretion in establishing such procedures.

Any employee receiving any disability benefit including I.O.D., worker's compensation, or disability pension benefits must report income from outside employment. Employees receiving such disability benefits shall provide their federal tax returns in any form that the City may request for the years in which they receive such benefits.

B. TEMPORARY SERVICE CONNECTED DISABILITY

Employees receiving compensation under the City's regulations for a service connected injury

which has not been determined to be permanent shall have any such compensation limited to seventy-five percent (75%) of base pay at the time of injury or recurrence. Base pay shall exclude: overtime, shift differential, paid hours, holiday pay, and out-of-class. Deductions shall be made for FICA and pension, with other deductions to be made according to the relevant provisions of the tax code.

Additionally, such employees shall not accrue any vacation time during the period of such injury or disability.

The City reserves the right to assign, transfer, or detail temporarily disabled employees who are returning from I.O.D. no duty time to limited duty to any City Department or agency to perform duties consistent with their ability to work.

Employees shall receive no more than one year of I.O.D. no duty time for each work-related incident causing work-related injuries. This period may be extended in six month increments at the discretion of the Department head. This provision does not change the current rules regarding duration of career I.O.D. benefit.

C. PERMANENT SERVICE CONNECTED DISABILITY

1. **Partial** - Employees determined to be partially and permanently disabled must make themselves available for placement in a secondary position. Employees awaiting such placement shall cooperate fully with placement efforts. While awaiting placement in a secondary position, employees shall receive disability salary in accordance with paragraph B., Temporary Disability. Employees who refuse to accept a secondary job must provide the City with reports from their physicians outlining their medical restrictions. The City reserves the right to then develop positions within those restrictions. Employees who are not placed in a secondary position within six months from the date the employee is determined to be partially and permanently disabled shall be separated from the City. However, management may extend this six month period at its discretion up to a limit of twelve months. Separated employees may then apply to the Pension Board for service connected disability benefits. Employees who receive such benefits under this provision shall have their benefit payment reduced based on any earned income according to this formula: one dollar in reduction for every three dollars in outside earnings (a "3 for 1 offset"). This offset shall continue for the duration of the disability benefit or until age 65, whichever is shorter.
2. **Total** - Employees determined to be totally disabled shall be immediately separated from City service and may apply for service connected disability retirement benefits. Employees who receive any earned income after being classified as totally disabled shall automatically be reclassified as partially disabled and be subject to the 3 for 1 offset outlined above.

A totally disabled employee's final compensation for service connected disability retirement benefit purposes shall be adjusted annually in accordance with the following: final compensation shall be adjusted annually to reflect any percentage increase in the rates of pay in the preceding year for positions in the employee's class (the "annual adjustment"). The employee shall not be eligible for the annual adjustment until the seventh anniversary of the date of the employee's service-connected disability retirement.

The employee's initial annual adjustment shall not include an adjustment for any increases given during the previous six years before the employee's seventh anniversary date. The annual adjustment shall cease upon the employee's 65th birthday. Any employee who is determined to be totally disabled as defined above at the time of separation from City service and who receives earned income shall be automatically reclassified as not totally disabled and shall thereafter be forever ineligible for the annual adjustment set forth above. Any member receiving Social Security Disability Insurance Benefits shall be ineligible for the annual adjustment.

- D. DUPLICATION OF BENEFITS** The City and the Union agree that it is the intent of the Pension Ordinance that: ordinary disability benefits shall not be awarded for service-connected injuries; it is within the authority of the Pension Board to determine for which disability benefit an applicant is eligible regardless of which benefit the applicant is seeking; and it is within the Board's authority and discretion to meet the City's obligation under any Worker's Compensation award by the issuance of a City service connected disability benefit when appropriate.

If an employee receives an award of Worker's Compensation disability benefits for a period for which he received sick time, the City shall receive a week for week credit against the award of Worker's Compensation for every week of sick leave provided. There shall be no such credit for vacation time.

Employees receiving a service connected disability benefit and any form of Worker's Compensation benefits from the City for the same period shall have their benefits offset. The current dollar for dollar offset for service connected disability benefits and Worker's Compensation disability benefits shall continue. Additionally, there shall be a dollar for dollar offset against an award of Worker's Compensation specific loss benefits for injuries arising from the same work-related incident as the one underlying the award of service connected disability retirement benefits.

E. ORDINARY DISABILITY RETIREMENT BENEFITS

As stated above, the City and the Union agree that it is the intent of the Pension Ordinance that ordinary disability benefits are intended only for non-service-connected injuries. Accordingly, any employee who receives an award of Worker's Compensation against the City while receiving ordinary disability benefits shall cease to be eligible for the ordinary disability benefits. The Pension Board shall establish and abide by administrative procedures to terminate an employee's entitlement to ordinary disability benefits. This termination shall not affect an employee's right to apply for a service pension at retirement age providing all other eligibility requirements are met.

Employees who receive such ordinary disability benefits under this provision shall have their benefit payment reduced based on any income received from outside employment according to the formula: one dollar in reduction for every two dollars in earned income. This offset shall cease when the employee reaches the minimum retirement age for their position and pension plan.

- F. NON-SERVICE CONNECTED DISABILITY** - Employees who have been determined by the City to be permanently disabled with a non-service injury or illness may be separated from employment pursuant to the provisions of **Civil Service Regulation 17.07**.

44. INFORMATION

- A. **ANNUAL EMPLOYEE LISTING** - Each year the City shall provide the Union with a complete listing of names and departments of all employees included in the unit from the 8-104 listing and at the six month interval between the annual listing the Union shall be given a similar printout of the same information. The Union shall receive this list in strictest confidence and the lists shall be made available only to those elected Union officials whose use of them occurs in the normal course of Union business. Additionally, the Union shall be provided with a monthly list of appointments prepared by the Personnel Department. Terminations of employment in bargaining unit positions will be provided monthly, if possible.
- B. **NEW HIRES** - As soon as practical the City shall give each departmental Chief Steward a list of new employees and new appointments for bargaining unit classes covered by this agreement.
- C. **MONTHLY VACANCY LISTING** - On a monthly basis, the City shall notify the Union of vacancies in the bargaining unit approved for filling.
- D. **BIWEEKLY DUES ACCOUNTING** - Biweekly the City shall provide the Union with an accounting of dues check-off which should include each member's department, classification number and payroll number. Effective January 1, 1983 this report will be in the following format:
 - 1. Members in alphabetical order;
 - 2. Non-members in alphabetical order;
 - 3. Unmatched (employees who for various reasons are not within 1 or 2 above during any particular week in the payroll year).
- E. **JOB OPPORTUNITIES LISTING** - The President of Local 2187 District Council 47, AFSCME AFL-CIO, shall be placed on the mailing list for the Personnel Department's Job Opportunities sheet and its attachments.
- F. **ASBESTOS CONTRACTS** - The Union shall receive notification fifteen (15) days prior to the awarding of any asbestos removal project contract to be performed on any City facility where employees represented by the Union work.
- G. **INJURY REPORTS** - Commencing July 1, 1986, the City shall prospectively provide District Council 47 with injury reports subject to prior execution of an individual release by a bargaining unit member.

45. TERM OF AGREEMENT

This Agreement shall be for four (4) years from July 1, 1992 to June 30, 1996.

CITY OF PHILADELPHIA

By David L. Cohen

By Joseph M. Tolan

By Michael Nadol

DISTRICT COUNCIL 47, LOCAL 2187

By Thomas Paine Cronin

By Catherine G. Scott

By Patricia Nevette-Walton

By Judith A. Hoover

SIDELETTERS

1. CASELOAD SIDELETTER

The City and the Union agree that the City may increase or decrease the caseloads for Social Workers in the Children and Youth Agency of the Department of Human Services as legislation permits.

2. UNIFORMITY IN DOCKING PRACTICES

This will confirm the understanding between the parties that practices consistent on a bargaining unit-wide basis shall be established in regard to docking for lateness.

EXHIBIT A

August 29, 1994

Thomas Paine Cronin, President
AFSCME District Council 47
1606 Walnut Street
Philadelphia, PA 19103

RE: Classification Reviews

Dear Mr. Cronin:

This letter is a follow up to a meeting on the above subject and its inclusion in the master agreement attended by representatives of District Council 47 and the City. At that meeting the Union raised questions concerning the process of class specification changes. It was the Union's request that because of the modified clause in the October 6, 1992 agreement, more information be provided during the process of class review prior to the presentation of class specifications to the Civil Service Commission.

The City stated that it would continue to provide the Union with notice of requests for specification changes. The Union would in addition be provided with monthly updates on the actions taken on such requests. Requests for reclassification which subsequently result in changes in class specifications will be transmitted to the Union when such a determination is made. The City is providing this information in addition to the contract required notice and review procedures.

I hope that this letter summarizes the March 9th meeting and that the parties can come together to make the new agreement work. Thank you and your fellow Union representatives for your cooperation and if you have questions on this matter, please do not hesitate to contact me.

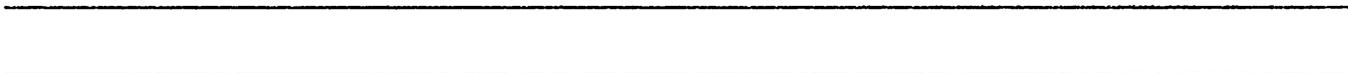
Very truly yours,

Joseph M. Tolan
Labor Relations Specialist

cc:

- D. Cohen
- M. Foley

- M. Nadol
- J. Coleman
- W. Grab
- D. Willig
- R. Teti
- C. Scott



APPENDIX A - LISTING OF CLASSES AS OF 6/30/94

Class Code	Union Code	Title
2A06	J	Accountant
2A05	J	Accountant Trainee
2A36	J	Accounting Procedures Analyst
2A85	J	Accounting Production Control Analyst
5E41	J	Addiction Rehabilitation Counselor I (B)
5E42	J	Addiction Rehabilitation Counselor II (B)
2L04	J	Administrative Technical Trainee
2L01	J	Administrative Technician
3H07	J	Agronomist I
3H08	J	Agronomist II
4A57	J	AIDS Infection Control Practitioner
3B55	J	Air Management Staff Engineer
2P01	J	Airport Administrative Trainee
2P10	J	Airport Assistant Operations Officer
1E90	J	Airport Computer Systems Analyst
3D16	J	Airport Planner (S)
2P03	J	Airport Properties Specialist I
2P04	J	Airport Properties Specialist II
2P06	J	Airport Properties Specialist III
1E09	J	Airport Telecommunications Specialist
3H26	J	Analytical Chemist I
3H27	J	Analytical Chemist II
3H12	J	Aquatic Biologist I
3H13	J	Aquatic Biologist II
3H11	J	Aquatic Biologist Trainee
3D04	J	Architect I
3D05	J	Architect II
3D06	J	Architect III
2G02	J	Archivist I
2G03	J	Archivist II
5B34	J	Area Youth Worker
4D47	J	Assistant Medical Examiner
2A41	J	Auditor I
2A42	J	Auditor II
2A40	J	Auditor Trainee
3B26	J	Automotive Fleet Engineer
3B85	J	Building Plans Examination Engineer I
3E02	J	City Planner I (S)
3E03	J	City Planner II (S)
3E04	J	City Planner III (S)
3E01	J	City Planner Trainee (S)
9E05	J	Civic Center Educational Curator
9E11	J	Civic Center Museum Curator
3B05	J	Civil Engineer I
3B06	J	Civil Engineer II
4H07	J	Clinical Dietitian
4D08	J	Clinician (S)
6H61	J	Code Administrator I
5E25	J	Community Drug Prevention Coordinator
4C02	J	Community Health Ambulatory Reg. Nurse (B)
6H25	J	Construction Plans Review Specialist
3B91	J	Construction Specification Specialist

2A65	J	Contracts Auditor I (S)
2A66	J	Contracts Auditor II (S)
5A47	J	Correctional Social Work Counselor (B)
2F87	J	Criminal Justice Program Analyst (S)
3G41	J	Criminalistics Technician I
3G42	J	Criminalistics Technician II
4F30	J	Dental Specialist (S)
4F01	J	Dentist I
2A10	J	Departmental Accounting System Specialist
2E07	J	Departmental Procurement Specif. Analyst
4C49	J	Diabetes Nurse Specialist
4C65	J	Disease Control Nursing Supervisor
4A08	J	Disease Surveillance Investigator Tr. (S)
4A09	J	Disease Surveillance Investigator (S)
5F13	J	Drug & Alcohol Safe Driving Program Dir.
2A58	J	Economic Crime Investigation Auditor
3E51	J	Economic Development Prog. Monitor I
3E52	J	Economic Development Prog. Monitor II (S)
2M56	J	Election Finance and Document Specialist
3B11	J	Electrical Engineer I (S)
3B12	J	Electrical Engineer II (S)
1E08	J	Electronic Communications Specialist
2F51	J	Emergency Management Analyst
5D31	J	Employment and Training Program Analyst I
5D06	J	Employment Counselor I
5D11	J	Employment Opportunity Developer
3B74	J	Engineering Specialist (S)
3B51	J	Environmental Engineer I (S)
3B52	J	Environmental Engineer II (S)
4C42	J	Family Planning Nurse Practitioner
2A22	J	Financial Accountant
2A01	J	Financial Technician
3H48	J	Forensic Scientist I (S)
3H49	J	Forensic Scientist II (S)
2F45	J	Forms and Records Management Analyst
2F46	J	Forms Management Analyst
4D12	J	Geriatrics Physician
3D01	J	Graduate Architect
3H25	J	Graduate Chemist
3B04	J	Graduate Civil Engineer
3B10	J	Graduate Electrical Engineer
3B50	J	Graduate Environmental Engineer
3B20	J	Graduate Mechanical Engineer
3B60	J	Graduate Sanitary Engineer
2A74	J	Grants Analyst I
2A75	J	Grants Analyst II
2A76	J	Grants Analyst III
5G12	J	Health Education & Training Specialist (B)
5G11	J	Health Education & Training Spec. I
5F46	J	Health Program Analyst (S)
2C04	J	Health Program Budget Analyst
5A61	J	Health Services Social Worker I (S)
5A62	J	Health Services Social Worker II (S)
3A44	J	Highway Projects Coordinator
2G11	J	Historical Preservation Assistant Officer
3E61	J	Historical Preservation Planner
5E33	J	Human Relations Representative I (B)

5E34	J	Human Relations Representative II (B)
5E30	J	Human Relations Technician (B)
2F92	J	Information Management Analyst II
2F93	J	Information Management Analyst III
5H26	J	Inmate Computer Education Instructor
4C13	J	Institutional Registered Nurse
2A60	J	Labor Standards Examiner
3D39	J	Landscape Architect
9B02	J	Librarian I
9B03	J	Librarian II
9A17	J	Library Cataloging Technician
9B11	J	Library Coordinator
9B01	J	Library Trainee
1E07	J	Local Area Network Administrator
3H31	J	Mass Spectrometrists
4A04	J	Maternal & Infant Health Community Dev Rep
3B21	J	Mechanical Engineer I
3B22	J	Mechanical Engineer II
4D20	J	Medical Epidemiologist
4D22	J	Medical Specialist (S)
3H67	J	Medical Technologist I
5E06	J	Mental Health Emergency Services Coord I
5E07	J	Mental Health Emergency Services Coord II
2F79	J	Mental Health Legal Assistant
4A15	J	Mental Retardation Psychologist
2E32	J	Minority Business Enterprise Specialist I
2E33	J	Minority Business Enterprise Specialist II
9E19	J	Museum Curator
9E02	J	Museum Registrar
9F07	J	Music Project Specialist
9D28	J	Nature Specialist
4H11	J	Nutritionist (B)
2G15	J	Park Historian
2M61	J	Park Manager I
4D45	J	Pathologist I
4D46	J	Pathologist II
4C16	J	Patient Care Coordinator
2A73	J	Pension Assets Administrator
2A72	J	Pension Securities Investment Officer (S)
2D04	J	Personal Property Examiner
4A31	J	Pharmacist I (B)
4G12	J	Physical Therapist
4A55	J	Physician Assistant (B)
4D01	J	Physician I
4A16	J	Podiatrist
5H25	J	Prison Closed Circuit Television Director
5D09	J	Prison Employment Counselor
5H21	J	Prison Volunteer Services Assistant
2E04	J	Procurement Technician Associate
2E02	J	Procurement Technician I (S)
2E03	J	Procurement Technician II (S)
1E75	J	Programmer Analyst I (S)
1E76	J	Programmer Analyst II (S)
1E77	J	Programmer Analyst III (S)
1E78	J	Programmer Analyst Project Leader (S)
1E74	J	Programmer Analyst Trainee (S)
3B78	J	Project Design Engineer (S)

2M88	J	Prosecution Assistant I
2M89	J	Prosecution Assistant II
4A11	J	Psychologist I
4A12	J	Psychologist II
5F72	J	Public Health Program Analyst (S)
2J04	J	Public Relations Officer
2J02	J	Public Relations Specialist I (B)
2J03	J	Public Relations Specialist II (B)
2J01	J	Public Relations Specialist Trainee (B)
2D20	J	Real Estate Specialist I
2D21	J	Real Estate Specialist II
2D16	J	Real Property Evaluator I
2D17	J	Real Property Evaluator II
2D18	J	Real Property Evaluator III
2F41	J	Records Management Analyst
9D11	J	Recreation Leader I (B)
9D18	J	Recreation Program Coordinator (S)
4G30	J	Recreational Therapist (S)
3E49	J	Recycling Program Operations Specialist
3E46	J	Recycling Program Specialist I
3E47	J	Recycling Program Specialist II
3E45	J	Recycling Program Trainee
4C05	J	Registered Nurse I
4C07	J	Registered Nurse II
5F56	J	Research and Information Analyst I
5F57	J	Research and Information Analyst II
5A49	J	Residential Caseworker
2B31	J	Revenue Examiner I
2B32	J	Revenue Examiner II
2B30	J	Revenue Examiner Trainee
4J41	J	Sanitarian I (B)
3B61	J	Sanitary Engineer I
3B62	J	Sanitary Engineer II
1E58	J	Scientific Applications Systems Analyst
1A20	J	Secretary - Fairmount Park Commission
5A80	J	Social Service Program Analyst (B)
5A06	J	Social Worker I (B)
5A07	J	Social Worker II (S)
5A05	J	Social Worker Trainee (B)
2J46	J	Special Events Production Coordinator
7A81	J	Stadium Events Coordinator
3B75	J	Staff Engineer I (S)
4J45	J	Staff Sanitarian
3H82	J	Statistician
4C04	J	STD Nurse Specialist
3A61	J	Street Plans Designer I
3A62	J	Street Plans Designer II
2J59	J	Streets Public Affairs Specialist
5E03	J	Suicide and Crisis Intervention Counselor
3F04	J	Surveyor I
1E62	J	Systems Programmer
1E63	J	Systems Programmer Project Specialist
2B50	J	Tax Analyst I
2B51	J	Tax Analyst II
2B40	J	Tax & Revenue Conferee I
4F31	J	Team Dentist
2H32	J	Training and Development Officer

3E25	J	Transit Planner
3A54	J	Transit Research and Support Specialist
2F33	J	Utility Rate Analyst
2K40	J	Volunteer Services Coordinator
3H18	J	Water Laboratory Program Scientist (S)
9E16	J	Waterworks Interpretive Center Director

LOCAL 2186

All terms of this memorandum of Agreement shall apply to Local 2186, provided however, that the only matters subject to binding arbitration under the Grievance Procedure for employees represented by Local 2186 shall continue to be individual disciplinary suspensions of five (5) paid days or more, and other disciplinary actions appealable to the Civil Service Commission. Additionally, all requirements in this Agreement to submit matters to a neutral tie breaker shall not apply to decisions and actions affecting employees represented by Local 2186.

The current practice whereby employees represented by Local 2186 who are not members of the Union receive health medical benefits through the City-administered plan, and whereby the City makes no health medical contribution to the Union on behalf of such non-members, shall continue.

August 29, 1994

Cathy Scott, President
Local 2187, District Council 47
1606 Walnut Street
Philadelphia, PA 19103

RE: Master Agreement

Dear Cathy:

The City and the Union agree to the following as a guide to the interpretation and application of the master agreement:

1. Paragraph 4. UNION ACTIVITY AND REPRESENTATION
The heading for section A under paragraph 4 has been amended to include departmental representatives. This change does not confer any new or additional rights for these individuals.
2. Paragraph 9. PAST PRACTICE
The deletion of paragraph A from Article 9 is in no way to be construed as a waiver of the Union's position that past practices are preserved through this clause.
3. Paragraph 16. DISCIPLINE AND DISCHARGE
This clause provides for a hearing by the Appointing Authority or designee prior to imposition of discipline that results in a suspension or discharge. This clause does not require a delay in imposing such discipline after such hearing pending the filing and handling of a formal grievance. Further, this clause does not apply in the cases where an employee presents a threat to himself/herself or other person or persons. In

agencies with a discipline procedure that includes a disciplinary panel, the employee or the union may waive the Step III hearing in favor of the established departmental process.

The parties agree to meet during the next thirty days to attempt to develop a uniform City-wide disciplinary procedure for employees represented by District Council 47.

4. Paragraph 18. WAGES AND LONGEVITY

The language as presented is incorporated without prejudice to the City's position in the pending arbitration in case number 14-390-1012-93.

5. Paragraph 34. EDUCATION AND TRAINING

The language of section B. does not relate to employees facing layoff.

6. Paragraph 40. MISCELLANEOUS

The language in sections A. and B. applies only to the master agreement as signed by the parties, and not to any other agreements between any representatives of the Union and of the City.

7. Appendix - LISTING OF CLASSES

The parties agreed to incorporate the most accurate listing of classes within the representation of Local 2187 at the time the agreement is printed, with the understanding that the inclusion of such a list does not limit the City's ability to revise or abolish such classifications.

Very truly yours,

Joseph M. Tolan
Labor Relations Specialist

cc:

- D. Cohen
- M. Foley
- M. Nadol
- J. Coleman
- W. Grab
- D. Willig
- R. Teti
- T. Cronin

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 47

AND THE

CITY OF PHILADELPHIA

JUNE 30, 1996

TERM OF AGREEMENT

This Agreement shall be for four (4) years from July 1, 1996 to June 30, 2000.

WAGES

1. All permanent full-time employees in classes represented by District Council 47 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand one hundred dollar (\$1,100) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.

A permanent employee who is on a leave of absence without pay as of July 1, 1996 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before October 1, 1996 and remains on the active payroll for at least sixty (60) consecutive calendar days.

2. Effective December 15, 1997, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.
3. Effective December 15, 1998, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.
4. Effective March 15, 2000, there shall be a four percent (4%) increase in each step of each pay range of the District Council 47 pay plan.

HOLIDAYS

Veterans Day will be restored as a recognized paid City holiday beginning in calendar year 1997 (fiscal year 1998).

HEALTH AND WELFARE

The Health and Welfare Benefit shall continue as defined in the Collective Bargaining Agreement between the City and District Council 47 covering the period July 1, 1992 through June 30, 1996 (the "1992-96 Agreement"), except for the following changes:

1. City Contribution:

If the Union opts to continue to provide benefits through the Joint Program, the current formula for determining the City monthly payment for full-time employees shall be eliminated and the following formula adopted:

For the twelve month period beginning July 1, 1996 - The actual monthly dollar contribution amount being paid as of June 30, 1996 shall continue unchanged until June 30, 1997.

For the twelve month period beginning July 1, 1997 - The actual monthly dollar contribution amount being paid as of June 30, 1997 shall be increased by three percent (3%) and shall continue at that contribution rate until June 30, 1998.

For the twelve month period beginning July 1, 1998 - The actual monthly dollar contribution amount being paid as of June 30, 1998 shall be increased in an amount equal to the percentage derived from the following formula:

75% of the average rate of increase in the three largest Philadelphia HMOs (calculated as has been the practice of the parties under the 1992-96 Agreement) and 25% of the rate of increase in the average annual CPI for medical care only for the Philadelphia region for calendar 1997 over calendar 1996. [For example, if the average HMO increase is 4% and the medical care component of the CPI increases by 8% then the City's monthly payment would increase by 5%].

For the twelve month period beginning July 1, 1999 - The actual monthly dollar contribution amount being paid as of June 30, 1999 shall be increased in an amount equal to the percentage derived from the following formula:

75% of the average rate of increase in the three largest Philadelphia HMOs (calculated as has been the practice of the parties under the 1992-96 Agreement) and 25% of the rate of increase in the average annual CPI for medical care only for the Philadelphia region for calendar 1998 over calendar 1997.

2. Retirees:

For employees retiring on or after July 1, 1996, the City shall continue the contributions provided for above in Paragraph 1 for each full-time employee who is enrolled in the Union's benefit fund and who is terminating employment after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans during the four (4) years following retirement from City service. However, the ten (10) years of service need not be continuous, if the amount of service needed to complete ten (10) years was begun through re-employment or reinstatement within one year of his/her last previous separation; it is also provided that such re-employed or reinstated employee may not be entitled to more than one four (4) year period of paid health-welfare payments.

3. Labor-Management Commission:

A Labor-Management Commission will be created to identify potential cost savings in connection with the maintenance of high quality health care for City employees, including the potential of pooled purchasing and/or consolidation of the existing health benefits administration structure. The Commission shall complete its report no later than March 1, 1997 and the City and the Union will meet and discuss potential changes to the current system of health benefits delivery.

REDESIGNING GOVERNMENT INITIATIVE

1. The City and the Union agree to initiate a two-year pilot program to foster greater labor-management cooperation, to improve the delivery of public services, to achieve economies in the cost of such services and to empower City workers to participate in decision making concerning their jobs. This program shall be known as the Redesigning Government Initiative (RGI).
2. To encourage full participation in this major initiative, the City agrees that there will be no layoffs or demotions as a result of contracting out during the first two years of this collective bargaining agreement.
3. The RGI program shall be directed by a seven member coordination group (the "RGI Committee"). Three members will be named by the City and three members named by the Union. The representatives of the parties shall select the seventh member of the RGI Committee, who will be an independent authority on public service and labor management cooperation.
4. The RGI committee shall select five to ten specific functions or processes as the initial subjects of the program. These subjects may include both specific City units that had been considered for competitive contracting and/or more general labor-management concerns related to the overall goals of the RGI (such as City training programs and attendance policies). In each targeted area, the RGI committee will determine the appropriate structure and composition of a labor management team that will serve as the primary agent of change. This team will evaluate the targeted work area or subject to identify areas where change can improve the competitiveness of the City workforce.
5. Before the end of the two-year pilot program, the City and the Union shall meet and discuss the possible continuation of the RGI program. If no agreement is reached, on July 1, 1998, the following requirements for contracting out from the 1992-96 Agreement shall become effective:

The City may contract out City functions, services, locations, or sites at or in which work is presently performed by employees in the bargaining unit represented by District Council 47, only if: (i) the work can be performed more economically by an outside contractor as opposed to employees represented by the Union; and (ii) the City shall give no less than thirty (30) days prior written notice to the District Council before issuing a formal Request for Proposal or a formal Bid Solicitation Package, in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically by an outside contractor as opposed to employees represented by the Union.

The above shall not apply if the total value of a contract is less than \$10,000 in a fiscal year, is funded by any source other than operating budget funds, or involves an emergency or temporary situation. The City shall not sever any contract in order to take advantage of the \$10,000 exemption.

6. During the two year RGI pilot program, the City agreement that there will be no layoffs or demotions as a result of contracting out shall apply instead of the requirements set forth in paragraph 5 above. During this period, the City may contract out City functions, services, locations, or sites at or in which work is currently performed by employees in the bargaining unit represented by District Council 47 without resort to the requirements of paragraph 5 only if contracting out does not result in layoffs or demotions. It is agreed and understood, however, that a goal of the RGI program is to minimize the use of contracting out by making government service more effective and economical.
7. In implementing the RGI program, both the City and the Union shall retain all rights provided by law, regulation, and this collective bargaining agreement. No matter addressed by the RGI Committee shall be subject to the grievance and arbitration procedure contained in this collective bargaining agreement. Any disputes which arise over the implementation or administration of the RGI program shall be referred to the RGI Committee to develop mutually acceptable resolutions.
8. The No Layoff Clause in the 1992-96 Agreement shall continue in full force until June 30, 2000. On June 30, 2000, this clause shall expire and can be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

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MILEAGE

When privately owned passenger vehicles are used for official business under proper authorization, the rate of reimbursement shall be thirty-one cents (31¢) per mile. The Department will process reimbursement requests in a timely manner.

CHILD CARE ACCOUNT

The City will add, effective January 1, 1997, a pre-Federal income tax Dependent Care Reimbursement Account for bargaining unit members in accordance with Section 125 of the Internal Revenue Code and applicable federal regulations. Participation in the Dependent Care Reimbursement Account will be governed by Sections 129 and 125 of the Internal Revenue Code and the applicable regulations thereunder, and by the administrative rules currently in place for the City Administered Plan. Generally, participants may make, prior to each plan year, an irrevocable election to place money in this account through payroll deduction to pay for eligible dependent care expenses. Any money not used to pay for eligible dependent care expenses incurred during the plan year will be forfeited. Employees who experience a change in family status within the meaning of the applicable Federal regulations applying to this pre-tax account may in certain circumstances enroll after the start of a plan year, or stop further deductions during the year.

PENSION

Paragraph 42 (A) 4 of the 1992-96 Agreement shall be amended to reflect the current practice of calculating average final compensation based upon the three (3) highest years of salary as opposed to the three (3) years immediately preceding retirement:

“4. Revise the definition of "Average Final Compensation" of the Retirement System Ordinance to be the annual average of the total compensation earned by an employee during the three (3) calendar or three (3) anniversary years (computed to include base pay, longevity and overtime payments only) which are the highest three (3) years of such earnings.”

FUNERAL LEAVE

In the event that there is a death in the immediate family of an employee, consisting only of spouse, spousal equivalent, parents, children, brother or sister, grandparents or grandchildren, and the employee attends the funeral services, such employee shall be granted a four (4) day leave of absence with full pay. At the City's option, eligibility for spousal equivalent leave may require satisfaction of the standards set forth in the Administrative Board Rules. An employee shall be granted a one (1) day absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

PERFORMANCE REPORT SCHEDULE

Paragraph 44 INFORMATION shall be amended to incorporate the following new provision:

PERFORMANCE REPORT SCHEDULE: For informational purposes only, each year the City shall provide a tentative schedule of performance report due dates to the President of the District Council. During the year, the City shall provide reasonable notice of alterations to this schedule.

SICK LEAVE TRANSFER AMENDMENTS

Effective January 1, 1997, the transfer of leave bank rules shall be amended to incorporate the following:

- 1) Employees who donated at least one (1) vacation day shall be eligible for benefit consideration by the Transfer of Leave Committee for a period of two (2) years.
- 2) Employees who are approved for time from the Transfer of Leave Committee and are granted up to thirty (30) days may reapply for an additional thirty (30) days provided that all other requirements are met and the leave bank contains sufficient leave time to accommodate the request.
- 3) No employee shall receive grants exceeding a total time of sixty (60) days.

GRANT FUNDED POSITIONS

During the term of this contract, the City and the Union agree to initiate a pilot program in the Health Department to promote efficient operations in grant funded projects. This program will be monitored by the Union, the Health Department, the Personnel Director, and the Civil Service Commission.

When it is necessary to hire additional employees to perform bargaining unit work under grant funded projects, and it is anticipated that employees will work more than six (6) months but less than two (2) years and be terminated at the end of the grant, the City may hire such employees as limited term non-Civil Service employees. The Personnel Director and the Civil Service Commission will decide which positions may be included in the program, and the classification and pay rates of the positions.

Employees in the program will be subject to the following terms and conditions of employment:

- Employees will be represented by the appropriate local of District Council 47, including representation through the grievance procedure.
- Only disciplinary discharges will be subject to arbitration. No other matter will be processed through the grievance and arbitration process.
- If an employee is reinstated after arbitration, any remedy, including back pay, may not exceed the term of the grant.
- Employees will receive health medical coverage, life insurance, and pension and leave benefits as provided under the current collective bargaining agreement.
- Employees will be subject to dues deduction and/or agency fee provisions of the appropriate local.
- Employees are not entitled to IOD benefits.
- Notwithstanding paragraphs A (3)-(7), B and C of the No-Layoff clause of the Collective Bargaining Agreement the City shall have no obligations in connection with lay off of employees employed under this program

Employees in the program will be permitted to compete for open competitive tests. If an employee is appointed from an open competitive list immediately after having worked in a limited term non-Civil Service grant funded position, the previous employment shall be credited as continuous City service. If the appointment is to an identical position within the Health Department and the previous employment was more than six (6) months, the employee will be considered to have completed the required probation of the position appointed to.

AGENCY SHOP

Within thirty (30) days of receipt of appropriate indemnification documents from the Union, the City will implement a fair share agency fee for employees represented by Local 2186.

Mr

GRIEVANCE PROCEDURE

EXPEDITED ARBITRATION:

During the term of this contract the City and the Union will meet on a monthly basis to review the pending caseload of grievances at the fourth step of the procedure to determine the priority of individual cases, and to expedite the processing of discharge cases through the arbitration process.

STEP V

By agreement of the parties, the grievance may, within ten (10) days of the Step IV answer or its due date, be referred to a six member panel which will have equal representation of the parties and shall be named by the Local Union and the Director of Labor Relations. The panel shall within fifteen (15) days of referral of a grievance attempt to mediate the grievance.

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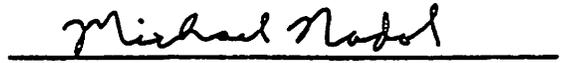
CONTINUITY OF BENEFITS

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and the Union covering the period July 1, 1992 through June 30, 1996 which do not contain a specific expiration date shall remain in full force and effect for the term of this agreement, July 1, 1996 through June 30, 2000.

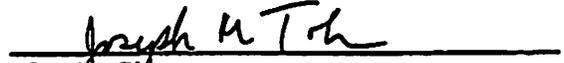

for the Union


for the City


for the Union


for the City


for the Union


for the City



MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 47

AND THE

CITY OF PHILADELPHIA

JULY 25, 2000

TERM OF AGREEMENT

This agreement shall be for four (4) years, from July 1, 2000 to June 30, 2004.

WAGES

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1. All permanent full-time employees in classes represented by District Council 47 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand five hundred dollar (\$1,500) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.
2. A permanent employee who is on a leave of absence without pay as of July 1, 2000 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before October 1, 2000 and remains on the active payroll for at least sixty (60) consecutive calendar days.
3. Effective December 15, 2001, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.
4. Effective December 15, 2002, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.
5. Effective July 1, 2003, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.

HEALTH AND WELFARE

The Health and Welfare Benefit shall continue as defined in the 1996 Memorandum of Agreement between the City and District Council 47 except as follows:

A. City Contribution:

If the Union opts to provide health benefits through the current program, the current formula for determining the City monthly payment for full-time employees shall be eliminated and the City shall make contributions as follows:

1. For the twelve month period beginning July 1, 2000 - The actual monthly dollar contribution amount being paid as of June 30, 2000 shall be increased to Five Hundred and Six Dollars and Fifty-two Cents (\$506.52) per employee.
2. For the twelve month period beginning July 1, 2001 - The actual monthly dollar contribution amount being paid as of June 30, 2001 shall be increased to Five Hundred and Forty-one Dollars and Ninety-eight Cents (\$541.98) per employee.
3. For the twelve month period beginning July 1, 2002 - The actual monthly dollar contribution amount being paid as of June 30, 2002 shall be increased to Five Hundred and Seventy-nine Dollars and Ninety-two Cents (\$579.92) per employee.
4. For the twelve month period beginning July 1, 2003 - The actual monthly dollar contribution amount being paid as of June 30, 2003 shall be increased to Six Hundred and Twenty Dollars and Fifty-one Cents (\$620.51) per employee.

B. Committee to Explore Joint Administration

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss the joint administration of a consolidated health plan. Within a year of the signing of this Agreement, the committee shall issue a report to the City and the Union of its findings and recommendations.

C. Joint Purchasing

The City and the Union shall cooperate in a program of pooled or joint purchasing of health benefits including dental, optical and prescription coverage. The parties will explore the development of a joint RFP, for any benefit upon which they mutually agree. If such process results in savings to the DC 47 ~~Joint~~ Health Fund, then such savings shall be used by the Fund solely for the purchase of benefits.



D. Retirees

Paragraph A of the Health and Welfare clause shall be amended to provide that each full-time employee who terminates his/her employment after June 30, 2000 after ten (10) years of continuous service to immediately become pensioned under one of the City's pension plans shall receive City contributions during the five years following his/her retirement from City service

REDESIGNING GOVERNMENT INITIATIVE

The RGI initiative will continue in its current form as defined in the 1996 Memorandum of Agreement between the City and District Council 47 except that:

1. The two year pilot period during which the parties shall meet and discuss the continuation of the RGI program shall expire on July 1, 2002; the remaining provisions of Paragraph 5 of the 1996 Memorandum of Agreement shall remain the same.
2. The no layoff clause in the 1992-1996 Agreement shall remain in full force until June 30, 2004. On June 30, 2004, this clause shall expire and may be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

11B

DRUG AND ALCOHOL COMMITTEE

The City and the Union agree to establish a joint labor management committee with three (3) representatives of the City and three (3) representatives of the Union to develop a City-wide drug and alcohol policy. The committee will meet within 30 days and reach agreement within 120 days.

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BARGAINING UNIT WORK

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The City and the Union recognize their joint obligation to provide service to the public in the most economical and efficient manner, and the Unions desire to have its members continue to perform traditional bargaining unit work, and work that is related to or resembles traditional unit work. In order to accomplish this goal, it may be necessary to evaluate which bargaining unit should perform certain tasks. When such assignment becomes necessary, the appointing authority for the affected agency will meet with a representative of the Union at the Union's request to discuss the assignment.

Any dispute over assignment of work shall be based on economy, efficiency and past assignments of work of this nature. Excluded from this process shall be assignments made on a temporary basis (less than 30 days).

An arbitrator selected from a panel of neutrals will determine the appropriate classification of employees who are to perform the disputed work.

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WORKING OUT OF CLASS

The current language on working out of class shall be amended as follows: The phrase "thirty (30) calendar days" shall be replaced by "sixty (60) work days".



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of

ESSENTIAL EMPLOYEES

Within thirty (30) days of the ratification of this Agreement, a committee of an equal number of representatives of the City and the Union shall meet with the Managing Director to discuss issues relating to the use, discipline, designation and compensation of essential employees.

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x

WORKPLACE VIOLENCE POLICY

Recognizing that violence in the workplace represents an imminent danger to employees and members of the public, the Union and the City agree to appoint a joint committee comprised of an equal number of representatives for the Union and the City to explore the causes of workplace violence, and to identify agreed-upon strategies and protocols to address this issue. The Committee shall be appointed within thirty (30) days of the date of this Agreement and shall complete its review and issue a Workplace Violence Policy within six (6) months.

FUNERAL LEAVE

In the event that there is a death in the immediate family of an employee, consisting only of spouse, spousal equivalent, parents, mother-in-law, father-in-law, children, brother or sister, grandparents or grandchildren, and the employee attends the funeral services, such employee shall be granted a four (4) days' leave of absence with full pay. At the City's option, eligibility for spousal equivalent leave may require satisfaction of the standards set forth in the Administrative Board Rules. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

17A5
PC

SPECIALTIES AND SUB-SPECIALTIES WITHIN CLASSES

The City shall have the discretion to designate layoff by Civil Service Classification, specialty within classification or sub-specialty within classification.

RISK MANAGEMENT MEETINGS

11/2
BR

On a quarterly basis, representatives of the Union shall meet with representatives of the Office of Risk Management to discuss issues relating to the safety of represented employees, and the administration of the City's service connected injury program.

37A1

CESSATION OF DUES PAYMENT UPON PROMOTION

Effective the first pay period following ratification of this Agreement, employees who promote permanently from a class represented by District Council 47 to a class which is not represented by District Council 47 shall have dues or fair share payments stopped as of the first pay period following such appointment. A report of all such promotions and the dates of cessation shall be forwarded to the Union on a monthly basis. In no event will the cessation of dues payments result in a break in employee benefit coverage.

JK

following

JK

WORKPLACE COUNSELING

The City shall provide up to \$100,000 over the term of the contract for workplace counseling programs.

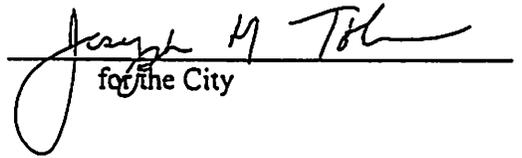
CONTRACT INTEGRATION AND PUBLICATION

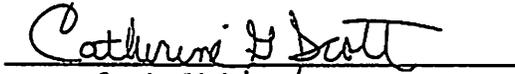
Within 90 days of the signing of this agreement, the parties will agree on an overall master agreement consolidating all prior and current existing agreements into one document. The Union will, at the City's expense, print the full contract for distribution to the members of the bargaining unit.

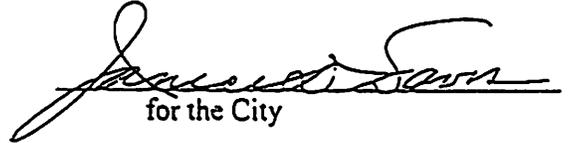
CONTINUITY OF BENEFITS

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and the Union covering the period July 1, 1996 through June 30, 2000 which do not contain a specific expiration date shall remain in full force and effect for the term of this agreement, July 1, 2000 through June 30, 2004.

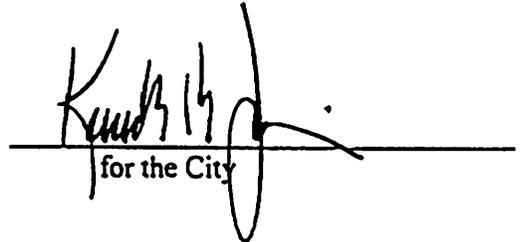

for the Union


for the City


for the Union


for the City


for the Union


for the City





CITY OF PHILADELPHIA

MAYOR'S OFFICE OF
LABOR RELATIONS

ONE PARKWAY - 16TH FLOOR
1515 ARCH STREET
PHILADELPHIA, PA 19102-1595

WILLIAM B. GRAB, DIRECTOR

July 27, 2000

Thomas P. Cronin, President
AFSCME, District Council 47
1606 Walnut Street
Philadelphia, Pennsylvania 19103-2081

Re: Bonus for Part-time Employees

Dear Mr. Cronini:

At our bargaining session on July 25, 2000, you asked for clarification of the City's position on applying the bonus contained in the memorandum of agreement to part-time employees. It is the City's intention to provide one-half of the bonus amount to part-time employees who work twenty or more hours a week on an annualized basis. This is consistent with the application and interpretation of the bonus language from the 1996 Memorandum of Agreement.

If you have any questions, please feel free to contact me at 683-5083.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph M. Tolan".

Joseph M. Tolan
Deputy Director
Mayor's Office of Labor Relations

cc: W. Grab
M. Foley
K. Jarin
J. Davis



CITY OF PHILADELPHIA

MAYOR'S OFFICE OF
LABOR RELATIONS

ONE PARKWAY - 16TH FLOOR
1515 ARCH STREET
PHILADELPHIA, PA 19102-1595

WILLIAM B. GRAB, DIRECTOR

July 27, 2000

Thomas P. Cronin, President
AFSCME, District Council 47
1606 Walnut Street
Philadelphia, Pennsylvania 19103-2081

Re: Health Insurance Contribution for the Survivors of Retirees

Dear Mr. Cronin:

During the course of negotiations, there was extensive discussion with both District Council 47 and District Council 33 over health insurance contributions for the survivors of deceased members who would otherwise be eligible for health coverage. The City agreed to continue health insurance contributions for these spouses or dependents of retired members who die during the five-year post-retirement contribution period for the balance of the five-year period. Although this agreement was part of the negotiations and was contingent upon ratification of the memorandum of agreement the clause was not included in the package of language signed by the parties. Upon notification of the ratification of the memorandum of agreement, the City will implement this provision.

If you have any questions, please feel free to contact me at 683-5083.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph M. Tolan".

Joseph M. Tolan
Deputy Director
Mayor's Office of Labor Relations

cc: W. Grab
M. Foley
K. Jarin
J. Davis

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 47

AND THE

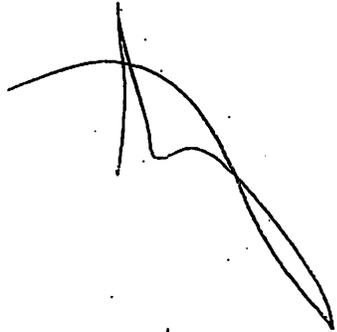
CITY OF PHILADELPHIA

JUNE 30, 2004

Term:

This agreement shall be for four (4) years from July 1, 2004 to June 30, 2008.

Thomas Lane Cronin
Catherine J. Fatt
Michael J. Walsh



Joseph M. T. Ho

WAGES

1. All permanent full-time employees in classes represented by District Council 47 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a seven hundred and fifty dollar (\$750) lump sum ratification bonus. The aforesaid lump sum bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within thirty (30) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.
2. A permanent employee who is on a leave of absence without pay as of July 1, 2004 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before October 1, 2004 and remains on the active payroll for at least sixty (60) consecutive calendar days.
3. Effective July 1, 2005, there shall be a two percent (2%) increase in each step of each pay range of the District Council 47 pay plan.
4. Effective July 1, 2006, there shall be a three percent (3%) increase in each step of each pay range of the District Council 47 pay plan.
5. Effective July 1, 2007, there shall be a four percent (4%) increase in each step of each pay range of the District Council 47 pay plan.

Thomas Paine Cronin
Catherine D. Fitt
Michael J. Walsh

Joseph M. Tol

REDESIGNING GOVERNMENT INITIATIVE

The RGI initiative will continue in its current form as defined in the 1996 Memorandum of Agreement between the City and District Council 47 except that:

1. The period during which the parties shall meet and discuss the continuation of the RGI program shall expire on July 1, 2008 unless the parties agree to continue the program, and the remaining provisions of Paragraph 5 of the 1996 Memorandum of Agreement shall remain the same.
2. The no layoff clause in the 1992-1996 Agreement shall remain in full force until June 30, 2008. On June 30, 2008, this clause shall expire and may be extended only by agreement of the parties whether or not the other terms and conditions of this agreement continue in effect.

Francis Paine Cronin
Catherine D. Pott
Michael J. Walsh

Joseph M. De

HEALTH INSURANCE:

The current contract language shall be abolished and the following adopted:

Article 28: HEALTH AND WELFARE BENEFITS

Shall be amended as follows:

A. City Contribution:

If the Union opts to provide health benefits through the current program, the current formula for determining the City monthly payment for full-time employees shall be eliminated and the City shall make contributions as follows:

1. For the twelve month period beginning July 1, 2004 - The actual monthly dollar contribution amount being paid as of June 30, 2004 shall be increased to Six Hundred and Eighty-two Dollars and Fifty-six Cents (\$682.56) per employee.
2. For the twelve month period beginning July 1, 2005 - The actual monthly dollar contribution amount being paid as of June 30, 2004 shall be increased to Seven Hundred and Fifty Dollars and Eighty-two Cents (\$750.82) per employee.
3. Re-opener - There shall be a re-opener to address health care for the period July 1, 2006 through June 30, 2008. During this re-opener, the City and the Union will negotiate over the City contribution for health insurance.

D. RETIREES

E. SURVIVORS

1. If an former employee who is retired dies while receiving the City contribution for post-retirement health insurance, the City shall continue to make the post-retirement health insurance contribution for the remaining balance of the post-retirement eligibility period. This contribution shall only be made to continue to provide health insurance coverage to the surviving eligible spouse and/or eligible dependents of the deceased

Thomas Paul Crain
Thomas P. Crain

Joseph M. [Signature]
18

retiree, provided that such survivors were receiving health coverage through the City contribution prior to the employee's death. Further, such surviving spouse and/or dependents must continue to meet eligibility requirements that existed prior to the employee's death. For employees who retired between July 1, 1996 and June 30, 2000, the post-retirement eligibility period shall be four years. For employees who retire on or after July 1, 2000, the post-retirement eligibility period shall be five years.

2. If an employee who has ten years of continuous service and is vested for pension purposes, dies while in active duty, the City shall make the post-retirement health insurance contribution for five years following the employee's death. This contribution shall only be made to continue to provide health insurance coverage to the surviving eligible spouse and/or eligible dependents of the deceased employee, provided that such survivors were receiving health coverage through the City contribution prior to the employee's death. Further, such surviving spouse and/or dependents must continue to meet eligibility requirements that existed prior to the employee's death.

Thomas Paine Cronin

Catherine Hecht

Michael J. Walsh

Joseph M. Tolson

Sick Leave Conversion

At retirement, in lieu of receiving a cash payment an employee may elect to use all or part of his or her accumulated sick leave to purchase an extension of the five (5) year period of retiree health, medical, dental, optical and prescription coverage. For purposes of purchasing extended benefit coverage, conversions will be done in blocks of fifteen (15) days. Partial credits will be granted for blocks of less than fifteen (15) days to the extent administratively feasible.

TPC

B 9/24/07

Thomas Paine Cronin
Catherine J. Smith
Michael J. Walsh

Joseph H. Tolun

8

Timing of Health Care Contributions

Effective November 1, 2004, the Union will receive a contribution starting in the current month for any employee that is hired between the first and fifteenth of that month; and the Union will receive a contribution starting the following month for any employee hired after the fifteenth of the prior month.

T.R.

8 9/29/04

Thomas Paine Cronin
Catherine J. DeWitt
Michael J. Walsh

Joseph M. Toth

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District Council 47 Wage Re-opener

In the event that the cumulative percentage wage increases negotiated by the City and District Council 33 for the contract term commencing July 1, 2004 through June 30, 2008, are greater than the cumulative percentage wage increases negotiated by the City and District Council 47 for the same contract term, the parties will re-open negotiations to implement additional percentage increases equivalent to the District Council 33 percentage increases. In determining the amount of the percentage increases, the parties shall calculate based on both the numerical increases and the effective date of those increases.

Thomas Paine Cronin
Catherine D. Scott
Michael J. Walsh

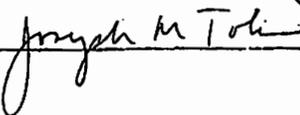
Joseph M. Tola

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Posting District Council 47 Schedules to the Intranet

The City of Philadelphia agrees to a year-long pilot program to provide District Council 47 with up to 5 megabytes of space on the City's Intranet, to be used for posting union events or membership meeting schedules. The union will designate a member to input the information. The Office of Labor Relations of the City of Philadelphia must clear all information posted to the calendar prior to posting. This pilot program may be reviewed from time to time and will be subject to renewal upon mutual agreement by the parties at the end of the twelve month period commencing with the inception of the site.

For the City

~~4/28/04~~
4/28/04


Date:

For the Union

Judy Hoove

Thomas Paine Cronin

Catherine D. Fott

Michael J. Walsh

Date:



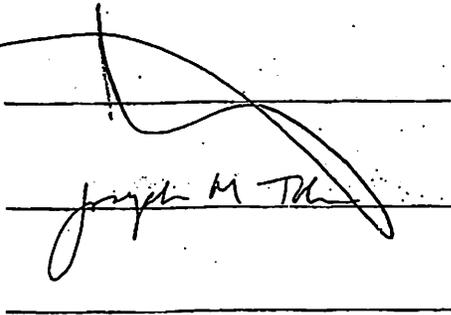
Distribution of E-mail and Internet Policies.

The City of Philadelphia will arrange for the City-wide E-mail and Internet policies to be provided to all represented members of District Council 47. All new DC 47-represented employees will receive these policies with other new employee information.

For the City

For the Union

12/8/04



Judy Hoover

Thomas Paine Crain

Catherine Scott

Michael J. Walsh

Date:

Date:

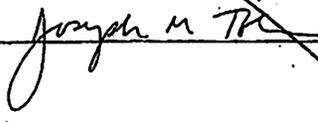
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Changes to E-Mail and Internet Policies

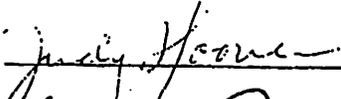
If the City of Philadelphia finds it necessary to amend the City wide E-Mail and Internet policies, the City agrees to give District Council 47 15 days' notice in order to provide the union and the City with an opportunity to meet and discuss the proposed changes.

For the City

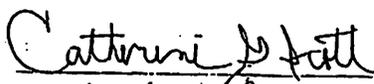
For the Union

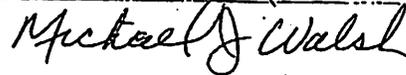
1/28/04
1/17/04


Date:









Date:



City Wide Sick Leave Policy – Leave Control Disputes

The City and District Council 47 agree that, within thirty (30) days of the ratification of this agreement, that all outstanding disputes concerning sick leave control shall be resolved.

Thomas Paine Cronin
Catherine H. Fott
Michael J. Walsh

Joseph M. P.

TRANSFER OF LEAVE

District Council 47 and the City of Philadelphia mutually agree to the establishment of a "Pilot Program" beginning January 1, 2005 and lasting for a period of two (2) years. Employees who are approved for leave time from the Transfer of Leave Committee and who are granted sixty (60) days leave may reapply for an additional thirty (30) days (total 90 days). The granting of additional time during this two-year Pilot Program shall be reviewed by both parties and, if there is no material effect on the Leave Bank, it will become part of the existing contract language.

Further, both parties agree that within 180 days of the signing of the contract, the Committee shall develop a definition of serious illness and/or injury. This definition shall include various categories of illnesses and/or injury which excludes stress related conditions. The Committee shall be authorized to grant leaves of time to a maximum amount of 30 days every two years. The beginning of this Pilot Program shall be January 1, 2007.

The serious illness and/or injury Pilot Program shall be subject to six month renewals by mutual agreement of both parties.

Thomas Paine Cronin
Catherine J. Scott
Michael J. Walsh

Joseph M. PA

PA

Agreed 9/28

Union Revised Proposal - 9/27/04

Baseline Medical Monitoring Program

No medical information discovered about a participant in the Baseline Medical Monitoring Program shall be used to separate an employee from City employment. In the course of participation in this program, should a medical condition be discovered about an employee which potentially renders the employee unable to perform his or her regular duties without incurring potential harm to him/herself or others, the employee will be referred to the Secondary Employment Program.

Kab 9/28/04
z 9/28/04

Thomas Lane Craven
Catherine D. Scott
Michael J. Walsh

Joseph M. De

Agreed 9/28

Union Proposal #24.9 - IOD Program

An employee who is awarded a Service Connected Disability Pension, regardless of their year's of City service, will also be deemed eligible for Health and Welfare benefits for the same duration approved for non-disabled retired employees who have completed more than ten years of City service.

KDs 9/28/04
25 9/28/04

Thomas Lane Cronin
Catherine B. Pratt
Michael J. Walsh

Joseph M. T...

JS

Employee Leave for Disaster Relief Volunteers

- a) Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities, or emergency management rescue work during a fire, flood, hurricane, or other disaster, shall be granted leave with pay. Certified Red Cross disaster relief volunteers shall be granted leave with pay to perform or train for disaster relief work for the Red Cross during a declared state of emergency.
- b) Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work (disaster relief work for the Red Cross shall require the prior approval of the appointing authority, and the appointing authority may also limit the length of the approved leave. Employees absent from work for reasons under Subsection a) of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other authorized organization with which they served, certifying their activities during the period of absence.
- c) It is understood and agreed that the City holds no liability for injuries incurred by an employee during the course of such voluntary activities.

8 a/28/04
Keb 9/28/04

Thomas Lane Cronin

Catherine H. Pratt
Michael J. Walsh

Joseph M. Tolan

Workplace Violence Prevention

Article 11D shall be deleted and the following new article shall be incorporated into the agreement.

Every employee is entitled to a work environment that is free from threats and acts of violence. Understanding that violence can result from various incidents, the City and the Union agree to address acts of violence between employees, and from non-employees toward City employees.

Part A:

All employees working for the City of Philadelphia share in the responsibility for maintaining a safe work environment. Harassment, threats, direct or implied, or physical conduct that harms an employee or interferes with an employee's ability to perform his/her work or creates an intimidating, offensive, or hostile work environment will not be tolerated. This does not abrogate the City's ability to discipline for violations of work rules.

Part B:

A joint Committee will be created to address other forms of workplace violence issues.

The Committee comprised of ten (10) equal members of the Union and the City shall evaluate and recommend training programs. This training may include topics such as strategies and tools designed to mitigate hostile situations. Training in the prevention of workplace violence will be provided to employees.

The Committee will develop a risk assessment protocol within six (6) months of the signing of this contract. Within 90 days thereafter the parties will jointly agree to no fewer than two (2) pilot departments to implement the assessment tools and training program(s).

The City will investigate reported threats, assaults, or verbal abuse that poses danger or physical harm to City employees. Based on the results of the investigation, the City will take appropriate reasonable and feasible action in accordance with the Collective Bargaining Agreement, and all applicable laws. The joint citywide Workplace Violence Prevention Committee shall meet and review citywide workplace violence issues and make recommendations on preventative measures.

The Committee will develop a workplace violence prevention protocol and program which will include a definition of workplace violence as well as a departmental reporting process which will be reviewed by the Committee.

If the Committee is unable to reach an agreement on the workplace violence protocol and program, the issue will be referred to a neutral tie-breaker.

Thomas Paine Cronin
Catherine J. Scott
Michael J. Walsh

Joseph M. TR

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Continuity of Benefits

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and District Council 47 covering the period July 1, 2000 through June 30, 2004 which do not contain specific expiration dates shall remain in full force and effect for the term of this agreement, July 1, 2004 through June 30, 2008.

Thomas Paine Cronin
Catherine D. Scott
Michael J. Walsh

Joseph M. TR

WAGE REOPENER

The City and District Council 47 agree to resume collective bargaining with regard to wages in the third and fourth years of this collective bargaining agreement to discuss providing additional compensation in the event that the cumulative general fund balance exceeds 5% of total general fund obligations at the end of FY 06 and/or FY 07, as certified in the Comprehensive Annual Financial Report (CAFR) for those years.

Thomas Paine Cronin
Catherine Hatt
Michael J. Walsh

Joseph M. TA

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SETTLEMENT AGREEMENT

BY AND BETWEEN THE CITY OF PHILADELPHIA

AND

AFSCME LOCAL 2187, DISTRICT COUNCIL 47

In full and complete settlement, District Council 47, Local 2187, the Union and the City agree to the following:

1. The City and the Union agree to initiate a one-year pilot program to permit new bargaining unit members to attend a one-time Health Care Orientation Session offered by the Union.
2. Employees will be permitted to combine their lunch hour with ^{two hrs} ~~one hour~~ of excused leave time to attend the ~~two-hour~~ Union Health Care Orientation Session.
3. The Health Care Orientation Sessions will be held on the second and fourth Tuesday of each month from 11:00AM until ^{three hrs} ~~1:00~~ PM, at the Union Hall, 1606 Walnut Street. _{2 hrs top}
4. The Union will provide the City with the dates and times of all Orientation Sessions scheduled prior to the initiation of the pilot program.
5. Due to operational needs, any Department with more than one new hire, in any month, may select which session the employee may attend.
6. The following departments are exceptions to this settlement agreement: The Free Library of Philadelphia and the Philadelphia Prisons System have agreed to provide an on-site location for District Council 47 to conduct Health Care Orientation Sessions on a monthly basis.
7. Before the end of the one-year pilot program, the City and the Union shall meet and discuss the possible continuation of the Health Care Orientation Sessions.
8. This Settlement Agreement represents the entire agreement and understanding between the parties, and the City has made no other inducements other than as set forth above. The parties further agree that there will be no appeal of this matter in any other forum.
9. The parties agree that this Settlement Agreement constitutes the entire agreement between the parties and shall not serve as precedent for resolution of any other matter.

Thomas Paine Cronin
Catherine J. Scott

Am... M. T... 

Employees who separate from City service after the effective date of this contract and who are otherwise eligible for the five year period of post retirement health and medical contribution may elect to defer receipt of the coverage. Deferred coverage shall be for a continuous five year period. The election must be made in writing to the City on a form in conformance with a procedure to be established by the City. The City shall accumulate the amount of the contribution that would be made to the Health Fund during the period of the deferral. When the employee notifies the City to commence contributions, the remaining period of city contribution shall be exhausted, and at that time the deferred credit will be paid to the fund for each eligible month.

Thomas Paine Cronin
Catherine S. Pitt
Michael J. Walsh

Joseph M. Tiz

Sick Leave Short Term Disability Program

Employees hired prior to implementation of the sick leave short term disability program shall continue to accrue and use sick leave per the current collective bargaining agreement.

The City will provide to all employees represented by District Council 47 Local 2187 and 2186 the following disability benefits at no cost to the employee. The sick leave benefit will be modified to read all full-time employees will earn twelve (12) sick days annually on January 1 of each year; all part-time employees will earn a prorated portion of twelve (12) days. All employees may accumulate up to a maximum of ninety (90) days sick leave.

A short term disability benefit to begin after thirty (30) days calendar days of illness with a maximum of twenty two (22) weeks or one hundred eighty (180) calendar days.

During the short term disability the City will pay the six (6%) percent pension contribution of regular gross salary and the employee will be treated as if he/she is working for the purposes of benefits and all other emoluments. Disability salary shall be set at 66 2/3% of the salary received by the employee at the time of disability.

The parties agree that a joint committee made up of an equal number of City and Union representatives will review the terms of any RFP issued for this benefit and make a recommendation for selection of a provider. Disputes will be referred to arbitration on an expedited basis. The parties will make their best efforts to resolve all outstanding issues and implement the Sick Leave Short Term Disability Benefit within 6 months of the ratification of this Agreement.

Implementation of reduction in sick leave benefits will not begin until the short term disability benefits program is in place.

All presently banked sick time will be permitted to be used to reduce the waiting periods for short term disability.

All employees hired after the implementation of the Sick Leave Short Term Disability Plan shall be subject to the Sick Leave Short Term Disability Plan.

Employees hired prior to the implementation of the Sick Leave Short Term Disability Plan shall have an option of entering this plan or remaining in their existing sick leave benefit. This option shall be offered one time for the one hundred and twenty day period following the implementation of the Sick Leave Short Term Disability Plan. The election of employees during that time period shall be irrevocable. Employees who elect to enter the Sick Leave Short Term Disability Plan shall be permitted to retain and use their current bank to bridge the gap to activation of the Short Term Disability Plan.

Thomas Payne Green

District Council 47 Health Insurance Re-opener

In the event that the health insurance improvements negotiated by the City and District Council 33 are better than those accepted by District Council 47, the parties will re-open negotiations to implement those improved health insurance benefits. This re-opener is limited to improvements negotiated for the memorandum of understanding ~~which~~ for the period commencing July 1, 2004.

Thomas Paine Cronin

Catharine D. Scott

Michael J. Walsh

Joseph M. TOL

JR

PILOT WORK SCHEDULES

During the term of this contract, the City and the Union agree that the parties may establish mutually agreed upon pilot programs providing for 4 day work weeks consisting of 9.5 hours of work which does not include unpaid lunch breaks. Such pilots will not continue beyond six (6) calendar months unless the parties mutually agree to such extension. To facilitate the administration of such pilot programs, the parties agree to the following outline of rules concerning administration of leave and attendance programs:

Issue	City
Hours worked per day	9.5 Hours
Overtime	
First Day	1 ½ x
Second Day	1 ½ x
Third Day	2x
Leave Charge	Half-Hour increments
Funeral Leave	Full Day
AL	8 hours, plus 1.5 hours of accrued leave; may be used in increments of less than one day to facilitate use of entire 36 hour allotment.
Sick Leave	Certification required after 16 hours of Sick Leave Usage
Holiday Pay	
<ul style="list-style-type: none"> If holiday falls on regular work day & employee is off 	Holiday Pay for full day
<ul style="list-style-type: none"> If holiday falls on regular work day & employee does not work b/c of approved leave 	1 st 8 hours – holiday pay any hours after 8 – other accrued leave charged
<ul style="list-style-type: none"> Holiday falls on regular workday & employee works 	Regular salary & additional 8 hours of holiday pay
<ul style="list-style-type: none"> Holiday falls on regular day off & employee does not work 	Additional 8 hours of holiday pay
<ul style="list-style-type: none"> Holiday falls on regular day off & employee works 	Normal OT compensation for hours worked & 8 hours of holiday pay

Thomas Paine

Work Schedule City-Wide Committee

Consistent with the terms of the Work Schedules Clause of the Agreement:

1. The Citywide Committee will be composed of the Personnel Director or designee, Labor Relations Director or designee, a representative from the operating department proposing the work schedule change and three Union representatives.
2. The Committee shall be required to fully resolve the issues in dispute within 10 days of the date of submission. If the Committee does not reach a decision within the calendar year in which the change was proposed and if the City later chooses to implement the change as it's one-time a year change that is not subject to the committee-neutral process, the decision shall be applied as a schedule change for the calendar year in which it was proposed.

Thomas Paine Cronin
Catherine J. Fatt
Michael J. Walsh

Joseph MTR

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PILOT DRUG AND ALCOHOL ABUSE POLICY IMPLEMENTATION

The parties agree to adopt the attached Drug and Alcohol Abuse Policy. A committee shall be established, consisting of three members appointed by the union and three members appointed by the City, to monitor implementation of the policy.

Consistent with the Policy, the City will propose "safety-sensitive" positions for inclusion in the Random Testing Program. The Committee will discuss these proposed positions and, if no agreement is reached, the positions will be presented to the neutral arbitrator as provided in the policy. In the first year of the Contract, no more than fifty positions (not job classifications) will be included in the Random Testing Program.

Thomas Paine
Catherine H. Felt
Michael J. Walsh

Joseph M. T...

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CITY OF PHILADELPHIA
DRUG AND ALCOHOL
ABUSE POLICY

September 30, 2004

Thomas Paine Crown
Catherine J. Felt
Michael J. Walsh

Joyce M. P.

J

PILOT DRUG AND ALCOHOL ABUSE POLICY IMPLEMENTATION

The parties agree to adopt the attached Drug and Alcohol Abuse Policy. A committee shall be established, consisting of three members appointed by the union and three members appointed by the City, to monitor implementation of the policy.

Consistent with the Policy, the City will propose "safety-sensitive" positions for inclusion in the Random Testing Program. The Committee will discuss these proposed positions and, if no agreement is reached, the positions will be presented to the neutral arbitrator as provided in the policy. In the first year of the Contract, no more than fifty positions (not job classifications) will be included in the Random Testing Program.

Thomas P. Crisna
Catherine H. Pratt
Michael J. Walsh

Joseph M. TRL

Reporting to work under the influence of alcohol, or drugs is prohibited. All employees have the responsibility to report to work in a fit condition to perform their jobs without unnecessary risk to themselves or other individuals. Employees reporting or returning to work whose behavior reflects the consumption of alcoholic beverages or other drugs will be referred for reasonable suspicion drug and/or alcohol screening.

For purposes of this policy a blood alcohol level of .08 or greater constitutes being under the influence of alcohol. Unacceptable levels of drugs are defined in the chart on page 10. An

alcohol level of more than .04 while not considered a positive test result, shall be considered a "prohibited alcohol level" for performing safety-sensitive functions.

The City of Philadelphia encourages the earliest possible diagnosis and treatment for alcohol or drug abuse. The City supports sound treatment efforts. Whenever feasible, the City of Philadelphia will assist and reasonably accommodate employees who are actively involved in overcoming a drug or alcohol abuse problem, and who are forthcoming with Management. The intent of this policy is to treat alcohol and drug dependency problems as other types of health problems. However, employees who fail to self-refer or whose job performance, attendance and behavior continue to deteriorate as a result of ongoing alcohol and drug dependence problems may be subject to disciplinary action up to and including dismissal consistent with applicable bargaining unit agreements.

The use of drugs prescribed by a medical practitioner for an employee or the use of over-the-counter drugs are permissible at the work site provided they are used in strict accordance with medical and/or label directives. Employees who operate machinery or a motor vehicle must not take prescribed or over-the-counter drugs that will impair their functioning and/or psychomotor skills. It is incumbent on the employee to notify his/her ADA Officer or Personnel Officer of medications that may affect one's performance and behavior adversely. The employee is not required to disclose the medical reason for which the drug has been prescribed.

The ADA/Personnel Officer will notify the employee's supervisor only of the limitations placed on the employee's work assignment, but not the nature of the employee's condition or the types of medications. If the ADA/Personnel Officer determines that the safety of the employee or others may be affected, a medical evaluation by the Medical Evaluation Unit may be required. A trained medical professional will make the determination of the employee's ability to function in his/her position. The Medical Evaluation Unit will advise the Departmental ADA/Personnel Officer of outcome of the evaluation. Taking of such substances may necessitate a temporary transfer or a shift change.

III. DEFINITIONS:

A. For the purposes of this policy, the following definitions shall apply:

1. The term "accident" shall mean any occurrence involving the operation of a motor vehicle, which results in the loss of human life or bodily injury requiring hospitalization for medical treatment or observation, or resulting in property damage of more than \$500.00. The term shall also mean any occurrence involving the operation of a motor vehicle that results in an employee's citation for driving under the influence. Any such incident or accident must occur while on duty.
2. "Operation of Motor Vehicle" shall mean the operation of a City owned or leased vehicle or the operation of a personal vehicle being used while performing job duties.
3. The term "alternative assignment" shall mean assignment to a non-safety-sensitive position of an employee who has been appointed to a safety-sensitive position, when he or she has been removed from that position as a result of a positive drug or

alcohol test and has not been cleared by the Medical Review Officer to return to the safety-sensitive position.

4. The terms "being under the influence" and "having work performance impaired" shall mean having a positive test result on any drug or alcohol test administered under the terms of this policy.
5. The term "drug free workplace" shall mean the absence of alcoholic beverages and illegal drug or prescription drugs, which impair the employee's ability to perform duties.
6. The term "employee" includes every person employed by the City of Philadelphia in a non-uniformed classification. Uniformed classifications are those in the Police Department and District Attorney's Office represented by the Fraternal Order of Police Lodge #5 and those in the Fire Department represented by the International Association of Fire Fighters, Local 22. Also excluded are employees whose job duties are regulated by the Department of Transportation CDL policy.
7. The term "positive" when used in connection with a drug test, shall mean that based on a GC/MS (Gas Chromatography/Mass Spectrometry) analysis, the test specimen contains drug metabolites at or above the levels established by the Federal Department of Transportation's Testing Guidelines. When used in connection with an alcohol test administered to safety-sensitive employees, the term shall mean a blood alcohol level as measured in breath alcohol concentration at or above .04. When used in connection with an alcohol test administered to non-safety-sensitive employees, the terms shall mean a breath alcohol concentration at or above .08.
8. The term "prohibited substance" shall mean marijuana, cocaine, and opiates such as morphine and codeine, phencyclidine, amphetamines and methamphetamine and barbiturates. Please see definitions of a controlled substance as contained within Schedules I, II and III of the "Controlled Substance, Drug, Device and Cosmetic Act."
9. The term "refused to submit" shall mean the employee is engaging in conduct that clearly obstructs the testing process, including but not limited to efforts to adulterate a testing sample or refusal to sign any consent or waiver required by this policy or refuses to make oneself available for testing.
10. The term "Substance Abuse Professional" (SAP) shall mean a licensed professional (medical doctor or doctor of osteopathy or doctor of psychiatry), or a licensed or certified psychologist, licensed clinical social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.
11. The Medical Review Officer (MRO) is a licensed medical doctor who is also certified as a MRO. Any medical review officer shall re-certify every three years.

12. ADA Officer shall mean a person in the department designated to handle ADA issues. A list of the ADA/Personnel Officers will be provided to the Union each year. The ADA Officer in each department should be identified each year by notice to the employees.
13. "Reasonable Suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of, or impaired to any degree by drugs and/or alcohol.
14. DAEPP: Drug and Alcohol Education Prevention Program – shall educate employees about the effects and consequences of drug and alcohol abuse. Designated Supervisors and Union representatives are required to attend this training.
15. The term "self-referral" shall mean an employee who has achieved permanent employee status voluntarily identifying himself or herself (including through his or her applicable Union representative, if represented) as requiring assistance in dealing with alcohol or drug dependency.
16. FMLA: The federal Family and Medical Leave Act.
17. Normal Work Hours: Monday through Friday, 8:30 AM – 5:00 PM
18. After Normal Work Hours: Monday through Friday 5:30 PM – 8:30 AM, Weekends, Holidays

IV. DRUG & ALCOHOL EDUCATION PREVENTION PROGRAM: IDENTIFYING TROUBLED EMPLOYEES

A. The Supervisor's/ Trained DAEPP Employee's Role

Supervisors are required to attend the Drug and Alcohol Education Prevention Program (DAEPP). DAEPP-trained employees shall receive at least four (4) hours of training on alcohol misuse and use of controlled substances. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

B. The Union Representative's Role

Represented employees may consult with and obtain the assistance of a union representative concerning reasonable suspicion testing, provided such consultation or assistance does not prevent the employee from being administered the drug and/or alcohol test within a timely fashion. Any Union representative participating in the consultation process must be certified through the DAEPP training course. Management should consult the employee's Union representative when attempting to determine whether the employee may have a substance abuse problem.

V. TYPES OF REQUIRED DRUG & ALCOHOL TESTS

A. REASONABLE SUSPICION

There are certain circumstances which constitute a basis for determining "reasonable suspicion". Only those trained in identifying the possible use of drugs and/or alcohol will make the determination to send an employee for reasonable suspicion testing. If a DAEPP-trained employee is not available on site, one will be contacted to make the determination.

(See Appendix V for Reasonable Suspicion Testing Form)

1. REASONABLE SUSPICION TESTING PROCEDURE

- a. A DAEPP-trained supervisor may require an employee to submit to a drug and/or alcohol test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.
- b. Before the testing is done, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the DAEPP-trained supervisor who made the observations and corroborated by a DAEPP-trained supervisor or DAEPP-trained employee who is not a member of the employee's bargaining unit.
- c. If agreed to by the employee, the appropriate DAEPP-trained Union representative will be notified.
- d. A DAEPP-trained supervisor's determination that reasonable suspicion exists to require the employee to undergo a drug and/or alcohol test must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior and speech of the employee and must be documented. The observations may include indications of the chronic and withdrawal effects of controlled substances. (See Appendix V.)
- e. Reasonable suspicion testing will be performed only if the required observations are made while on City property, or while the employee is actively engaged in City business, or during the period of the workday, or 30 minutes prior to or following the workday if the employee is on City property.
- f. The employee will be in regular pay status during the testing process until such time as the impairment is confirmed.
- g. Reasonable suspicion alcohol testing should be conducted within two (2) hours of the supervisor's initial referral for testing and must be conducted within four (4) hours of the initial referral. If a test cannot be administered within (4) hours attempts to administer the test shall cease, and the reasons for not administering the test will be recorded and maintained at the Medical Evaluation Unit only as part of the employee's confidential medical file.

- h. DAEPP-trained supervisors will not permit any employee demonstrating impairment to perform or continue to perform safety-sensitive functions if there is reasonable suspicion. If any employee's physical condition permits, the employee may be reassigned to non-safety-sensitive functions pending receipt of the final test results. Employees will remain in pay status until such is fully confirmed by testing procedures completed as outlined in this procedure.
- i. During normal working hours -- Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. -- screening will be performed at the MEU. The employee will be transported to the MEU.
- j. Between the hours of 5:00 p.m. and 8:30 a.m., and on weekends and Holidays, screening will be performed by an independent on-site testing company to be designated by the City. The supervisor or DAEPP-trained employee will notify the after hour on-site testing company to report to the facility to collect a sample from the employee. All necessary precautions will be taken to protect the privacy and confidentiality of the employee during this process. When possible, a private bathroom will be provided for the collection of the sample.

B. RANDOM TESTING

Employees in safety-sensitive positions, which are defined based on job classification, shall be subject to random alcohol/drug screening. Job classifications considered safety-sensitive will be designated on a department by department basis.

SELECTION OF SAFETY-SENSITIVE POSITIONS

1. The City will propose "safety-sensitive" positions for inclusion in the Random Testing Program. A Drug and Alcohol Abuse Policy Committee, consisting of three members appointed by the Union and three members appointed by the City, will discuss these proposed positions and, if no agreement is reached, the positions will be presented to a neutral arbitrator for an expedited determination of whether the designation is appropriate. The arbitrator shall review such designation based solely on the duties of the position.
2. Each employee in a safety-sensitive position at the time this policy is adopted shall be provided with notice of the status of his/her positions. Such notice will indicate that the employee will be subject to a program of random testing.
3. Each employee who is transferred into a safety-sensitive position will be provided with notice of the status of his/her position. Such notice will indicate that the employee will be subject to a program of random testing.
4. Each employee hired into a safety-sensitive position will be advised of such designation prior to appointment. He/She shall be tested prior to employment and will not be appointed if the presence of drugs or alcohol is indicated. He/She will be notified that he/she is subject to random testing.

5. The Medical Evaluation Unit (MEU) shall administer the random program, by assigning numbers to positions designated as safety-sensitive. The MEU will use the random program to test a minimum of 10% and a maximum of 25% of the employees assigned to positions designated as safety-sensitive each year.

C. POST-ACCIDENT DRUG AND ALCOHOL SCREENING

1. A non-uniformed employee who is involved in an accident as defined in Section III.A.1. while operating a City of Philadelphia motor vehicle or a personally owned vehicle operated while conducting City of Philadelphia business shall inform his or her supervisor of the accident as soon as practicable and shall remain readily available for drug and alcohol testing, if required by the appointing authority or designee. Failure to notify a supervisor of an accident may result in discipline.
2. All post-accident alcohol testing should be administered within four (4) hours following the accident and must be administered within eight (8) hours following the accident. All post-accident testing for controlled substances must be administered within 32 hours following the accident.
3. No tested employee shall be permitted to return to work in a safety-sensitive function until the post-accident test results are finalized. If the post-accident test results are negative, the employee will remain in pay status. If the test result is positive, time will be administratively charged to the employee's accrued leave time or a non-pay approved leave status.
4. Nothing in this section shall:
 - a. Require the delay of necessary medical attention for injured people following an accident; or
 - b. Prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain necessary emergency assistance or medical care.
 - c. Require an IOD care provider to administer an alcohol or drug test merely because the employee has an accident.

D. RETURN TO WORK

Employees returning to work following a leave of absence pursuant to this policy must successfully pass a drug and alcohol test.

VI. TREATMENT OPTIONS/AFTER CARE

A. MEDICAL LEAVE OF ABSENCE

1. An employee seeking treatment for substance abuse may take leave under the FMLA, if eligible, or may request a medical leave of absence under Civil Service Regulation 22, or may use accrued paid leave.
 - a. Employees who are eligible for FMLA leave will have their absence charged against their FMLA leave entitlement.
 - b. Leave requests made by employees not eligible for FMLA leave, or who have exhausted that leave, will be approved on a case by case basis.
 - c. Employees who comply with this policy will not be penalized for voluntarily seeking treatment. However, voluntarily seeking treatment will not prevent the City from imposing discipline for employee misconduct in appropriate circumstances.
2. Employees seeking treatment under this policy must sign a Substance Abuse Agreement (Appendix III) agreeing to seek treatment and to undergo periodic drug tests, including drug testing upon return to work. Completion of this form and compliance with its terms shall be a prerequisite to consideration for reinstatement by the Medical Evaluation Unit.

B. CONFIDENTIALITY

1. All information on an employee undergoing treatment shall be strictly confidential in accordance with applicable laws.
2. All records related to an employee's use of an Employee Assistance Program or use of mental health benefits will be maintained with the strictest confidentiality in accordance with the medical, legal, and ethical standards. All such records will be located at the Employee Assistance Office or the mental health provider's office.
3. A request for employee assistance may be directed to the Employee Assistance Program Office or to the Mental Health provider according to the benefit plan of the employee. (See Appendix I for the list of Employee Assistance Programs offered to City employees)
4. An employee returning to work after he/she is approved by the MEU to return to duty will be required to sign an After Care Contract. (See Appendix IV). In signing the After Care Contract, the employee agrees to attend counseling meetings and submit to a program of follow-up testing that at the department's option may include random testing for up to one year. The employee also agrees to remain totally drug and alcohol free. Refusal to sign the After Care Contract or to adhere to

its requirements may result in the employee being placed on non-pay status until the contract is signed. If the employee still has not signed the After Care Contract thirty (30) days following his/her test results report, he/she will be separated from City employment. The City will attempt to accommodate an employee during rehabilitation following their return to work, as necessary, within the operational requirements of the department and in accordance with ADA and FMLA laws. Such accommodations may include paid or unpaid leave for rehabilitation, flextime, revised hours, etc., and shall be determined on a case by case basis.

VII. ROLE OF THE MEU, DEPARTMENT OF PUBLIC HEALTH

A. Medical Evaluation Unit Responsibilities

1. The Medical Evaluation Unit (MEU) provides evaluations of employees and applicants for employment to determine their ability to perform the essential functions of a position. The MEU is responsible for the collection of the specimen for drug and alcohol testing during normal work hours. The MEU will maintain the safety-sensitive position roster and select employees for random testing.
2. All urine specimens will be sent to a drug analysis laboratory to be tested. The MEU expects to receive the results within 72 hours.
3. A Medical Review Officer (MRO) designated by the MEU will review the positive results of all drug tests in conjunction with the employee's medical disclosure to determine if the results are "true positives" for controlled substances. The MRO will monitor an employee's compliance with the EAP/Counseling selected by the employee. The Medical Evaluation Unit does not act in a Substance Abuse Professional capacity.
4. The MEU will maintain confidential records and report results.
5. In the course of medical evaluations of employees, the MEU may identify an employee with a substance abuse problem, and determine that the employee is not fit for duty. The MEU will notify the Appointing Authority, Departmental Human Resources Unit or the ADA/Personnel Officer that the applicant or employee is not fit for duty.
6. If the MRO or trained medical professional determines that an employee is unfit for duty, the employee may be sent home and put on a paid leave status, if the employee has accrued leave time, pending the determination of appropriate action.

B. Reporting and Review of Results

1. Negative Results:

- a. The MEU will inform the Human Resources office immediately upon receipt of knowledge of an employee's negative test results.

- b. The employee will then be returned to full duty status and all references to this issue will be expunged from all departmental and Personnel Department files.
- c. The employee will be carried in paid status until return to duty.

2. Positive Results:

- a. The MRO will examine all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO will provide the employee with the opportunity to discuss the test result. If the MRO determines there is a legitimate medical explanation for the positive test result, MEU will inform the Human Resources office/ADA Officer that the test is negative. The MRO will report all true positives to the SAP.
- b. After receiving written notification of a positive test result, the employee has 72 hours to request a second test, at the employee's expense. The employee will be advised of his/her right to challenge the test results. The specimen must be tested in one of three federally certified labs other than those currently used by MEU. (See Appendix VII).
- c. An employee testing positive for drugs or alcohol abuse may request a Medical Leave of Absence as described in subsection VI(A), above.

C. DRUG SCREENING

Drug screening will be done by urinalysis. All tests will be done in order to detect the presence of:

Confirmatory test cutoff levels (ng/ml)	
Marijuana metabolite{1}	15
Cocaine metabolite{2}	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500

Methamphetamine	500
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{1} Delta-9-tetrahydrocannabinol-9-carboxylic acid. {2} Benzoyllecgonine

As "drugs of choice" change, the City may include additional items in the testing list.

VIII. VOLUNTARY REQUESTS FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS

The City of Philadelphia encourages employees with substance abuse problems to obtain assistance and appropriate treatment to help resolve these problems. All records related to the employee's use of an EAP will be maintained with the strictest confidentiality in accordance with medical, legal and ethical standards.

An employee who recognizes that a substance problem is causing distress in his/her life, and/or impacting his or her job performance, should call the Employee Assistance office or a health provider.

1. An employee who self-refers shall be referred to a substance abuse professional for evaluation.
2. An employee subject to probationary or post-accident testing may not make a self-referral.
3. An employee who voluntarily identifies him- or herself as requiring assistance in dealing with an alcohol or drug problem after providing the results of a breath or urine testing sample shall not be considered a self-referral.
4. An employee's voluntary recourse to assistance for a substance abuse problem shall not in itself be considered either a self-referral under this policy or grounds for discipline.

IX. DISCIPLINE

An employee found in violation of this policy, or found to have engaged in criminal drug conduct in the workplace, shall be subject to discipline up to and including dismissal. In non-discharge cases, the City may require, as a condition of employment, participation in a treatment or counseling program for drug or alcohol abuse, including an After Care agreement.

APPENDIX I

THE AVAILABILITY OF EMPLOYEE ASSISTANCE PROGRAMS OR MENTAL HEALTH ASSISTANCE

District Council 47: All D.C. 47 members have counseling and referral services currently available through the Union's Health and Welfare Fund for behavioral services, psychological and addictive counseling services. The telephone number is 215.546.9880. Call 215-546-9880 to speak to a benefits counselor for assistance. You may also access information on the internet by going to www.DC47AFSCME.org. Click on Health and Welfare, click on member assistance, click on EAP.

Mental Health Care is also provided through District Council 47 health care providers.

District Council 33: All D.C. members have psychological and addictive type services offered through John F. Kennedy Memorial Hospital.

Water Department: The Water Department has contracted with Info Now, an Employee Assistance Provider which offers counseling and referral services to all Water Department employees.

Streets Department EAP:

Veterans Administration

215-382-2401 this number is for veterans who have their discharge papers. (DD214)
1-800-827-1000 if the veteran does not have their DD214

Alcoholics Anonymous

215-923-7900

Toll Free 877- Dial AA

Web Site www.sepennaa.org to find a location or meeting convenient to you.

APPENDIX II

CONSENT FORM
Substance Abuse Testing
City of Philadelphia

I _____, _____
NAME TITLE

Consent to a Breathalyzer test, Urinalysis and/or Toxic Screen as deemed necessary by the Medical Review Officer (MRO), Health Department and/or my Appointing Authority.

I further authorize the Medical Evaluation Unit, Health Department, or contracted testing facility to release the results from these tests to my ADA Officer.

I have disclosed any recent prescriptions and/or "over the counter" drug use for medical reasons prior to this testing. Upon request, I will promptly provide any necessary documentation to the ADA Officer.

I understand that all records regarding this test will be held in confidential files and will not be made available to anyone other than the departmental ADA officer or the Health Department's MRO without my express consent.

Employee Signature

Date

Testing Facility Witness

Date

Testing Facility Witness

Date

NOTE:

Refusal to cooperate in a drug or alcohol test may result in immediate disciplinary action up to dismissal for insubordination.

APPENDIX III

**SUBSTANCE ABUSE AGREEMENT
City of Philadelphia**

Because I have been involved in an on-the-job incident related to drug and/or alcohol abuse and I have tested positive for substance abuse, the following are conditions of my continued employment with the City of Philadelphia:

1. I will satisfactorily complete rehabilitation and After Care treatment as determined by my Employee Assistance Program or Mental Health Provider.
2. I must successfully complete an appropriate course of testing established by the Medical Evaluation Unit, Health Department, prior to returning to work.
3. I understand that the Medical Evaluation Unit (MEU) retains the right to institute follow-up testing at its discretion during the After Care period for one (1) year. If I test positive, I may be subject to disciplinary action up to and including discharge.
4. I understand that any further substance abuse incident, either on or off the job, which affects my ability to perform my job safely and effectively may lead to disciplinary action up to and including discharge.

I HAVE CAREFULLY READ AND I UNDERSTAND ALL THE TERMS OF THIS AGREEMENT, AND I VOLUNTARILY ACCEPT ALL OF ITS PROVISIONS.

Consenting Employee Signature

Date

Appointing Authority Witness

Date

APPENDIX IV

**AFTER CARE CONTRACT
City of Philadelphia**

As a result of disciplinary action taken against me for violation of the City's Drug and Alcohol Abuse Policy, participation in an After Care Treatment Program, as outlined below, is a condition of my continued employment with the City of Philadelphia:

1. During the first 90 days following my return to work, I am required to attend outside Alcoholics Anonymous/Narcotics Anonymous meetings, or other After Care treatment, and to continue treatment by a Substance Abuse Professional (SAP).
2. I must attend After Care meetings according to the schedule outlined by the After Care SAP.
3. I must provide proof of attendance at the above to a department ADA Officer.
4. During the duration of this After Care period, I must remain totally drug and alcohol free.
5. I agree to waive any confidentiality regarding my After Care attendance.

I have read this After Care Contract and I understand all of its provisions. As a condition of my continued employment, I voluntarily agree to comply with all requirements of this contract.

Consenting Employee

Date

Department Witness

Date

APPENDIX V

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Specific, timely and describable observations concerning appearance, behavior, speech of the employee that indicates that the employee has violated prohibitions under this program requires the City to conduct an alcohol or controlled substance test. These observations must be made by a DAEPP-trained supervisor or employee in accordance with this policy. The employee may consult with a union representative concerning reasonable suspicion testing, provided that such consultation does not prevent the employee from being tested in a timely fashion, in accordance with the policy. If the test cannot be performed within two hours after the observation, the Supervisor must document the reason the test was not properly administered. If the alcohol test is delayed for more than 4 hours, it shall not be conducted and the reason for that delay shall be specifically documented.

Location of Incident _____	
Safety-Sensitive Functions Involved _____	
Status when observed _____	Performing Function _____ About to perform Function _____ Just Finished Function _____
Date/Time Observed / /	From: _____ am/pm To: _____ am/pm
Time employee notified/relieved: _____ am/pm	
Site escorted to: During City business days 8:00 am – 5:00 pm employee must be escorted to: Employee Medical Services Unit 1901 Fairmount Ave. 685-2900 _____ After 5:00 PM and before 8:00 a.m., on weekends or City testing will be done on site by DrugScan. Call Collection Supervisor at 215.850.8496	
Employee Escorted by _____ EMPLOYEE MUST BE ESCORTED TO THE SITE.	
Date/Time of Arrival at Test Site _____ am/pm	Test Administered _____ am / pm
Employee to be tested for Both Alcohol & Controlled Substances	

Appearance: normal _____ sleepy _____ cleanliness _____
 tremors _____ Other Description _____

Behavior: normal _____ erratic _____ irritable _____
 lethargic _____ Other Description _____

Speech: normal _____ slurred _____ unintelligible _____
 Other Description _____

Other Observations: _____

Witnessing Supervisor _____ Payroll Number _____ Date of Supervisor Training _____

Witnessing Employee _____ Payroll Number _____ Date of Training _____

Was a Union Representative Present: Yes () No () Name of Union Representative _____

ONLY complete the following section if the employee was NOT tested for alcohol within two hours of the determination. Do not complete if testing was done within two hours. Describe the reasons why testing was delayed in excess of two hours (2) following the reasonable suspicion determination. If testing was not done within four (4) hours also describe the reasons testing was delayed in excess of four hours (4) following the reasonable suspicion determination:	
Sign _____	Print Name _____
Title _____	Payroll Number _____

identical published in the Federal Register on
June 8, 1994 (59 FR 29908) and on September 30,
1997 (62 FR 51118). After receiving DOT
certification, the laboratory will be included in the
monthly list of NHTSA certified laboratories and
participate in the NHTSA certified maintenance
program.

UT 84124, 801-293-2300/800-
43361 (Formerly: NWT Drug
Testing, NorthWest Toxicology, Inc.);
Source Toxicology Laboratory, Inc.,
13 Genoa-Red Bluff, Pasadena, TX
504, 888-747-3774 (Formerly:
University of Texas Medical Branch,
Clinical Chemistry Division; UTMB
Toxicology-Toxicology Laboratory);
Oregon Medical Laboratories, P.O. Box
72, 722 East 11th Ave., Eugene, OR
7440-0972, 541-687-2134;
Pacific Toxicology Laboratories, 9348
Soto Ave., Chatsworth, CA 91311,
800-328-6942 (Formerly: Centinela
Hospital Airport Toxicology
Laboratory);
Toxicology Associates Medical
Laboratories, 110 West Cliff Dr.,
Spokane, WA 99204, 509-755-8991/
800-541-7897x7;
ArmChem Laboratories, Inc., 4600 N.
Beach, Haltom City, TX 76137, 817-
605-5300 (Formerly: PharmChem
Laboratories, Inc., Texas Division;
Harris Medical Laboratory);
Physicians Reference Laboratory, 7800
West 110th St., Overland Park, KS
66210, 913-339-0372/800-821-3627;
Quest Diagnostics Incorporated, 3175
Presidential Dr., Atlanta, GA 30340,
770-452-1590/800-729-6432,
(Formerly: SmithKline Beecham
Clinical Laboratories; SmithKline Bio-
Science Laboratories);
Quest Diagnostics Incorporated, 4770
Regent Blvd., Irving, TX 75063, 800-
824-6152 (Moved from the Dallas
location on 03/31/01; Formerly:
SmithKline Beecham Clinical
Laboratories; SmithKline Bio-Science
Laboratories).
Quest Diagnostics Incorporated, 4230
South Burnham Ave., Suite 250, Las
Vegas, NV 89119-5412, 702-733-
7866/800-433-2750 (Formerly:
Associated Pathologists Laboratories,
Inc.).
Quest Diagnostics Incorporated, 400
Egypt Rd., Norristown, PA 19403,
610-631-4600/877-642-2216
(Formerly: SmithKline Beecham
Clinical Laboratories; SmithKline Bio-
Science Laboratories).
Quest Diagnostics Incorporated, 506 E.
State Pkwy., Schaumburg, IL 60173,
800-669-6995/847-885-2010
(Formerly: SmithKline Beecham
Clinical Laboratories; International
Toxicology Laboratories).
Quest Diagnostics Incorporated, 7600
Tyrona Ave., Van Nuys, CA 91405,
818-889-2520/800-877-2520
(Formerly: SmithKline Beecham
Clinical Laboratories).
Scientific Testing Laboratories, Inc., 450
Southlake Blvd., Richmond, VA
23236, 804-378-9130.

Scitech Clinical Laboratories, Inc., 317
Rutledge Rd., Fletcher, NC 28732,
828-650-0409.
S.E.D. Medical Laboratories, 5601 Office
Blvd., Albuquerque, NM 87109, 505-
727-6300/800-999-5227;
South Bend Medical Foundation, Inc.,
530 N. Lafayette Blvd., South Bend,
IN 46601, 574-234-4178 x276;
Southwest Laboratories, 2727 W.
Baseline Rd., Tempe, AZ 85283, 602-
438-8507/800-279-0027;
Sparrow Health System, Toxicology
Testing Center, St. Lawrence Campus,
1210 W. Saginaw, Lansing, MI 48915,
517-377-0520 (Formerly: St.
Lawrence Hospital & Healthcare
System);
St. Anthony Hospital Toxicology
Laboratory, 1000 N. Lee St.,
Oklahoma City, OK 73101, 405-272-
7052;
Toxicology & Drug Monitoring
Laboratory, University of Missouri
Hospital & Clinics, 301 Business Loop
70 West, Suite 208, Columbia, MO
65203, 573-882-1273;
Toxicology Testing Service, Inc., 5426
NW 79th Ave., Miami, FL 33166,
305-593-2260;
US Army Forensic Toxicology Drug
Testing Laboratory, 2490 Wilson St.,
Fort George G. Meade, MD 20755-
5235, 301-677-7085.
**The following laboratory had its
suspension lifted on June 23, 2004:
Doctors Laboratory, Inc., 2908 Julia
Drive, Valdosta, GA 31602, 229-671-
2281.

Anna Marsh,
Executive Officer, SAMHSA.
(FR Doc. 04-15220 Filed 7-2-04; 8:45 am)
BILLING CODE 4160-30-P

Appendix VII

Federal Register / Vol. 69, No. 128 / Tuesday, July 6, 2004 / Notices

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.
ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies Federal agencies of the laboratories currently certified to meet the standards of Subpart C of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines) published in the Federal Register on April 11, 1988 (53 FR 11970), and revised in the Federal Register on June 9, 1994 (59 FR 29908) and on September 30, 1997 (62 FR 51118). A notice listing all currently certified laboratories is published in the Federal Register during the first week of each month. If any laboratory's certification is suspended or revoked, the laboratory will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory has withdrawn from HHS' National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end, and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at <http://workplace.samhsa.gov> and <http://www.drugfreeworkplace.gov>.
FOR FURTHER INFORMATION CONTACT: Mrs. Giselle Hersh or Dr. Walter Vogl, Division of Workplace Programs, 5600 Fishers Lane, Rockwall 2, Room 815, Rockville, Maryland 20857; 301-443-6014 (voice), 301-443-3031 (fax).

SUPPLEMENTARY INFORMATION: The Mandatory Guidelines were developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. Subpart C of the Guidelines, "Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies," sets strict standards that laboratories must meet in order to conduct urine drug testing for Federal agencies. To become certified, an applicant laboratory must undergo three rounds of performance testing plus an on-site inspection.

To maintain that certification, a laboratory must participate in a quarterly performance testing program plus periodic, on-site inspections.

Laboratories which claim to be in the applicant stage of certification are not to be considered as meeting the minimum requirements expressed in the HHS

HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards:

In accordance with Subpart C of the Mandatory Guidelines, the following laboratories meet the minimum standards set forth in the Mandatory Guidelines:

ACL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227, 414-328-7840 / 800-877-7016 (Formerly: Bayshore Clinical Laboratory);
ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 585-429-2264;
Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118, 901-794-5770 / 888-290-1150;
Aegis Analytical Laboratories, Inc., 345 Hill Ave., Nashville, TN 37210, 615-255-2400;
Baptist Medical Center-Toxicology Laboratory, 9601 I-630, Exit 7, Little Rock, AR 72205-7299, 501-202-2783 (Formerly: Forensic Toxicology Laboratory Baptist Medical Center);
Clinical Reference Lab, 8433 Quivira Rd., Lenexa, KS 66215-2802, 800-445-6917;
Diagnostic Services Inc., dba DSI, 12700 Westlinks Dr., Fort Myers, FL 33913, 239-561-8200 / 800-735-5416;
Doctors Laboratory, Inc., ** 2906 Julia Drive, Valdosta, GA 31602, 229-671-2281;
DrugProof, Division of Dynacare/Laboratory of Pathology, LLC, 1229 Madison St., Suite 500, Nordstrom Medical Tower, Seattle, WA 98104, 206-386-2661 / 800-898-0180 (Formerly: Laboratory of Pathology of Seattle, Inc., DrugProof, Division of Laboratory of Pathology of Seattle, Inc.);
DrugScan, Inc., P.O. Box 2969, 1119 Meams Rd., Warminster, PA 18974, 215-674-9310;
Dynacare Kasper Medical Laboratories,* 10150-102 St., Suite 200, Edmonton, Alberta, Canada T5J 5E2, 780-451-3702 / 800-661-9876;
ElSohly Laboratories, Inc., 5 Industrial Park Dr., Oxford, MS 38655, 662-236-2609;
Express Analytical Labs, 3405 7th Ave., Suite 106, Marion, IA 52302, 319-377-0500;
Gamma-Dynacare Medical Laboratories,* A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall St., London, ONT, Canada N6A 1P4, 519-679-1630.
General Medical Laboratories, 36 South Brooks St., Madison, WI 53715, 608-267-6225;
Kroll Laboratory Specialists, Inc., 1111 Newton St., Gretna, LA 70053, 504-361-8989 / 800-433-3823 (Formerly: Laboratory Specialists, Inc.);
LabOne, Inc., 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927 / 800-873-8845 (Formerly: Center for

Laboratory Corporation of America Holdings, 7207 N. Gessner Rd., Houston, TX 77040, 713-856-8288 / 800-800-2387;

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400 / 800-437-4986 (Formerly: Roche Biomedical Laboratories, Inc.);

Laboratory Corporation of America Holdings, 1904 Alexander Dr., Research Triangle Park, NC 27709, 919-572-6900 / 800-833-3984 (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory, Roche CompuChem Laboratories, Inc., A Member of the Roche Group);

Laboratory Corporation of America Holdings, 10788 Roselle St., San Diego, CA 92121, 800-882-7272 (Formerly: Poisonlab, Inc.);

Laboratory Corporation of America Holdings, 1120 Staline Rd. West, Southaven, MS 38671, 866-827-8042 / 800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center);

Marshfield Laboratories, Forensic Toxicology Laboratory, 1090 North Oak Ave., Marshfield, WI 54449, 715-389-3734 / 800-331-3734;
MAXXAM Analytics Inc.,** 5540 McAdam Rd., Mississauga, ON, Canada L4Z 1P1, 905-890-2555 (Formerly: NOVAMANN (Ontario) Inc.);

MedTox Laboratories, Inc., 402 W. County Rd. D, St. Paul, MN 55112, 651-636-7466 / 800-832-3244;
MetroLab-Legacy Laboratory Services, 1225 NE. 2nd Ave., Portland, OR 97232, 503-413-5295 / 800-950-5295;
Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Dr., Minneapolis, MN 55417, 612-725-2088;

National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661-322-4250 / 800-350-3515;
Northwest Drug Testing, a division of NWT Inc., 1141 E. 3900 S., Salt Lake

*The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (Federal Register, July 16, 1996) as

MEMORANDUM OF AGREEMENT

BETWEEN

DISTRICT COUNCIL 47

AND

THE CITY OF PHILADELPHIA

JULY 1, 2008 TO JUNE 30, 2009

TERM:

This agreement shall be for one (1) year from July 1, 2008 through June 30, 2009.

WAGES:

All permanent full-time employees in classes represented by District Council 47 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a one thousand one hundred dollar (\$1,100) lump sum ratification bonus. The aforesaid bonus will not be added to the employees' base pay rates. The payment of the aforesaid lump sum bonus will be made within fifteen (15) days of written notification to the City of the Union's ratification of the Memorandum of Agreement.

A permanent employee who is on a leave of absence without pay as of July 1, 2008 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before January 1, 2009 and remains on the active payroll for at least sixty (60) consecutive calendar days.

Bonuses for part-time employees shall be paid in accordance with the parties' practice from 2004.

HEALTHCARE:

1. The City will contribute \$975.76 per member per month to the DC 47 Health & Welfare Fund.
2. The City and the Union will participate in the Joint Labor-Management Healthcare Evaluation Committee, the details of which are set forth in the attached Appendix and incorporated into and made part of this Agreement, to explore ways to maintain high quality health benefits while reducing the City's costs.

CONTRACTING OUT HEALTH AND DOT:

The following language shall be added to the contract:

Contracting Out

A joint committee comprised of three (3) members appointed by the Union and three (3) members appointed by the City shall be created to discuss the use of contract and exempt employees in the Health Department and Division of Technology. The committee shall review contracts involving work in those departments routinely and regularly performed by District Council 47 represented classifications. The committee shall also review the work of exempt positions in those departments who perform work routinely and regularly performed by District Council 47 represented classifications. The committee shall make recommendations concerning the appropriateness of having such work performed by District Council 47 represented classifications in light of economic and operational considerations. City departments and agencies will cooperate with the committee by providing documents, including contracts and job descriptions, as requested by the committee.

Members of the committee shall be appointed no later than September 1, 2008. Thereafter, the committee shall meet at least biweekly, or more frequently as determined by the committee, in order to carry out its mandate in a timely fashion consistent with the term of this Agreement.

If the Union is not satisfied with the recommendations of the committee, those concerns may be addressed to the Labor-Management Steering Group.

CONTRACTING OUT – MANAGED COMPETITION:

The following language shall be added to the contract:

Contracting Out

The City acknowledges that use of private contractors is a significant issue for its unionized employees. The City and the Union agree that providing high quality services to the City at an affordable price is a priority of both the City and the Union. The City and the Union further agree that these goals can be achieved and customer service can be improved through exploring the process of managed competition on significant City contracts. As a result, during the term of the Agreement, the City and the Union will develop a process for managed competition on contracts of \$1 million or more that will do the following:

- Allow the Union to bid on contracts above the threshold and be judged according to the same standards as private bidders;
- Provide that bids will be judged based on comparable cost, including initial cost, lifecycle cost and service levels to be specified in the bid request;
- Develop capacity in both the Union and City managers to develop and evaluate bids through education and training programs.

Issues regarding contracts that do not meet the managed competition threshold may be addressed to the Labor-Management Steering Group. The Managed Competition process will not be subject to the grievance and arbitration procedure, but the Union may pursue any rights it has under the City's bidding process for unsuccessful bids.

GRANT FUNDED POSITIONS

During the term of this contract, the City and the Union agree to initiate a pilot program in the Health Department to promote efficient operations in grant funded projects. This program will be monitored by the Union, the Health Department, the Director of Human Resources, and the Civil Service Commission.

When it is necessary to hire additional employees to perform bargaining unit work under grant funded projects, and it is anticipated that employees will work more than six (6) months but less than three (3) years and be terminated at the end of the grant, the City may hire such employees as limited term non-Civil Service employees. The Director of Human Resources and the Civil Service Commission will decide which positions may be included in the program, and the classification and pay rates of the positions.

Employees in the program will be subject to the following terms and conditions of employment:

Employees will be represented by the appropriate local of District Council 47, including representation through the grievance procedure.

Only disciplinary discharges will be subject to arbitration. No other matter will be processed through the grievance and arbitration process.

If an employee is reinstated after arbitration, any remedy, including back pay, may not exceed the term of the grant.

Employees will receive health medical coverage, life insurance, and pension and leave benefits as provided under the current collective bargaining agreement.

Employees will be subject to dues deduction and/or agency fee provisions of the appropriate local.

Notwithstanding paragraphs A (3)-(7), B and C of the No-Layoff clause of the Collective Bargaining Agreement the City shall have no obligations in connection with lay off of employees employed under this program.

GRANT FUNDED POSITIONS (CONTINUED)

Employees in the program will be permitted to compete for open competitive tests. If an employee is appointed from an open competitive list immediately after having worked in a limited term non-Civil Service grant funded position, the previous employment shall be credited as continuous City service. If the appointment is to an identical position within the Health Department and the previous employment was more than six (6) months, the employee will be considered to have completed the required probation of the position appointed to.

CATASTROPHIC LEAVE BANK:

The catastrophic leave bank shall be permitted to make grants of up to ninety (90) days.

LABOR-MANAGEMENT COOPERATION:

The following language shall be added to the contract:

Labor-Management Cooperation

The City and the Union acknowledge the benefits of working together on solutions to issues of concern to the City, the citizens and the Union. As part of that effort, the City and the Union will participate in the Joint Labor-Management Healthcare Evaluation Committee, the details of which are set forth in the attached Appendix 1 and incorporated into and made part of this Agreement, to explore ways to maintain high quality health benefits while reducing the City's costs.

In addition, the City and the Union recognize that there are a number of other areas in which the City and the Union could both benefit from meaningful labor-management cooperation but that not all of those areas have been identified at this time. The City and the Union recognize their shared interest in raising the quality of life for City employees and improving service to the public. Both goals require improved relationships between the workforce and management. Therefore, the parties agree to form a labor-management partnership to identify the areas that they believe will benefit from meaningful labor-management cooperation. To facilitate these efforts, the Managing Director will convene a meeting of the Labor-Management Steering Group with representatives of the Union in September 2008. The group will develop a process and schedule for assessing and addressing issues of mutual concern. The Labor-Management Steering Group will meet at least monthly throughout the year. These meetings may also include training or facilitation by third parties to enhance the parties' ability to work cooperatively for reform. Additional labor management meetings may be established during the term of this contract with the agreement of the City and the Union. The parties acknowledge and agree that no discussions or proceedings of the Labor-Management Steering Group or any other labor-management meeting will be subject to the grievance and arbitration procedure.

HEALTH AND SAFETY – EMPLOYEE INVOLVEMENT INITIATIVES:

In accordance with Risk Management Directives, departments are responsible for developing a process for involving employees in their safety and health program. This involvement may include, but is not limited to: labor/management safety committees or involvement of employees in safety surveys and inspections, operational process review committees, involvement in environmental monitoring, and other practices.

Where joint labor/management safety committees exist or are created in a department, the committees will comprise relatively equal numbers of representatives from management and employees where operationally feasible. The Union shall choose its representatives for each committee consistent with the operational needs of the department and the structure of the committee approved by Risk Management. The committee's general responsibility will be to provide a safe workplace by recognizing hazards and recommending abatement of hazards and education programs following Risk Management Directives.

Where departments choose other employee involvement mechanisms, and after Risk Management has approved the program, the Union shall choose which members will be asked to participate, consistent with the operational needs of the department and the Safety Program.

Any dispute arising over the implementation and administration of this Employee Involvement Initiatives provision shall be resolved through discussions between Risk Management and District Council 47 exclusively, not through the grievance and arbitration procedure.

WORKPLACE VIOLENCE:

- 1. In accordance with the terms of the 2004-08 contract between the City and District Council 47, the parties agree that three (3) departments will be identified no later than September 1, 2008 to participate in the pilot program for reporting and assessing workplace violence during the term of this Agreement. The pilot program will operate under the workplace violence policy attached to this Agreement as Appendix 2.**
- 2. The City will create a multi-disciplinary team comprised of representatives of the Managing Director's Office, Police Department, Recreation Department, Risk Management and Union that will review the last six (6) months of shooting incidents and will promptly review all incidents of violence involving Recreation Department facilities or personnel and make recommendations on how to respond to the incident and prevent future incidents.**
- 3. The City will provide the Union with a one-time payment of seventy-five thousand dollars (\$75,000) to be used for workplace violence programs, including expansion of the existing Employee Assistance Program and critical incident debriefings.**

APPEALS OF ELIGIBILITY:

A one (1) year pilot program will be implemented allowing test candidates involved in an eligibility dispute to test during the dispute.

Under the pilot program, applicants must submit a written appeal contesting the eligibility determination. The appeal must contain the basis for the appeal and any required documentation (e.g., a college transcript) and must be received by the Office of Human Resources no later than five (5) working days before the first scheduled test date. In no case will an eligibility appeal be accepted or considered after the first scheduled test date. In addition, all disputes must be resolved within thirty (30) days of the date of denial of eligibility. If the dispute is not resolved by this date, the original eligibility determination will be upheld.

The Office of Human Resources will make its best efforts to review such appeals prior to the test date. If a determination is not made prior to the test date, applicants will be permitted to participate in the test, but the applicant's test will not be graded until the eligibility dispute is resolved.

If the eligibility dispute is resolved in favor of the applicant, the test papers will be graded and the applicant's name will be placed on the eligible list in rank order. No certifications or appointments made while the applicant's eligibility is being determined will be rescinded.

If the initial determination that the applicant does not qualify to compete in the examination is upheld, the applicant's test papers will not be scored. The test papers will be destroyed and no information of any type regarding the applicant's performance in the test will be released.

The determination of the Director shall be final. There are no further appeals of eligibility determination.

No aspect of this pilot program shall be subject to the grievance and arbitration procedure contained in the Collective Bargaining Agreement.

COMPETENCY BASED TESTING

A six (6) month pilot program shall be implemented for the examination process for the Written Achievement Record Examination.

The Office of Human Resources shall administer the exam in a manner that will ensure that the candidate's identity remains confidential and that the raters are selected appropriately.

The candidate's exam answers will be typed to insure the confidentiality of the candidate's identity.

At the end of the six month pilot program, the Office of Human Resources will review the program to ensure that this method of testing is administratively feasible.

If the Director of Human Resources deems this testing method is appropriate, the Office of Human Resources will make this testing method permanent through the Civil Service Regulations. The determination of the Director of Human Resources shall be final.

No aspect of this pilot program shall be subject to the grievance and arbitration procedure contained in the Collective Bargaining Agreement.

REDESIGNING GOVERNMENT INITIATIVE (RGI):

The RGI initiative, including the provisions regarding layoffs in paragraph 6 of this section of the 1996 Agreement, will continue in its current form as set forth in the 1996 Memorandum of Agreement, as extended by subsequent agreements, for the term of this Agreement.

LEAVE BALANCES:

At least once every quarter, the City will provide employees with a statement showing their available leave balances. This report shall be for informational purposes only.

CREDENTIAL-BASED PAY:

The City shall provide a one-time payment of fifty thousand dollars (\$50,000) to the Union to develop a program for members in credential-based pay positions to assist them in achieving certifications under the program.

LOCAL 2186:

Suspensions of one (1) day or more imposed after the date of ratification of the Agreement shall be subject to the existing grievance and arbitration procedure.

CONTINUITY OF BENEFITS:

Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and District Council 47, Local 2187, covering the period July 1, 2004 through June 30, 2008 which do not contain specific expiration dates shall remain in full force and effect for the term of this agreement, July 1, 2008 through June 30, 2009.

City of Philadelphia
Joint Labor-Management Healthcare Evaluation Committee

II. Introduction and Establishment

AFSCME District Council 47 ("DC47") agrees to participate in the Joint Labor-Management Healthcare Evaluation Committee ("Committee").

III. Guiding Principles

The Committee's work will be guided by the following key principles:

- Maximizing the quality and competitiveness of health benefits for City employees at an affordable price is a shared responsibility of the City and DC47.
- All health benefits and programs will be administered according to industry best practices.
- Decisions about changes in health benefits and programs must consider the short-term and long-term impact on the quality and availability of employee healthcare benefits, the financial health of the DC47 Health & Welfare Fund ("Fund") and the financial health of the City.
- The Committee will take a "wide-open" approach to ways to ensure the quality and competitiveness of the healthcare benefits offered efficiently and cost effectively.
- The Committee will be innovative in its thinking and comprehensive in the scope of its considerations.

IV. Membership

DC47 and the City shall each appoint one (1) representative to the Committee.¹ The Committee's representatives may delegate their powers to a substitute representative in the event of their absence from a meeting. Substitute representatives will participate fully and vote in the stead of the absent representative.

¹ In the event that more than one labor organization participates on the Committee, each labor organization and the City shall have an equal number of representatives on the Committee.

In addition to voting member(s), the City and DC47 may bring one or more advisors, including experts or attorneys, at the party's own expense to advise the party's representative.

V. Powers

In implementing the Committee, the City and DC47 will retain all rights provided by law, regulation, and their respective collective bargaining agreements or arbitration awards. Further, the Committee will not have the power to alter or amend the existing collective bargaining agreement between the City and DC47. The Committee will have the power to request and receive from the City and Fund any relevant information regarding the provision of health care and health care benefits including: the terms and conditions of benefits, other documents regarding benefit design and benefit offerings, vendor agreements, utilization information, demographics, plan finances, any administrative costs, and accounting statements, valuations. The City and DC47 agree that they each shall promptly provide all information requested by the Committee, except to the extent that such a disclosure would violate the Privacy Rule of the Health Insurance Portability and Accountability Act, set forth in 45 CFR Parts 160 and 164.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to expend funds as are necessary in the advancement of its purpose. The Committee's costs, including the costs associated with retaining mutually-agreed upon professionals and advisors, will be born by the City.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to engage independent professionals such as actuaries, accountants, and consultants to assist the Committee in its review of the City and Fund benefit programs and in considering and crafting its recommendations. In addition, each party shall have right to bring its respective counsel to the meetings of the Committee at its own expense.

VI. Confidentiality

It is recognized that in order to have the frank and open discussions that are essential to accomplish the purposes of this Committee, the absolute confidentiality of all aspects of the Committee's activities is the essence of this Agreement. More specifically, any and all activities, discussions and deliberations of the Committee, including but not limited to any documents, meeting minutes, drafts, reports and recommendations created by or exchanged within the Committee, shall be strictly confidential and may not be publicly revealed voluntarily for any purpose by any member, party or representative of the party, nor offered for any purpose into the record in any interest arbitration proceeding, without the consent of all the Committee's members. It is understood that members of the Committee will share information on the Committee's discussions, deliberations, analyses and recommendations with their respective parties, with the specific expectation that reasonable efforts will be taken by all parties to maintain the confidentiality of that information. The City and each of the Unions participating in the Committee agree that they will not subpoena any member of

the Committee, any representative or employee thereof or any consultant or advisor hired by the Committee for the purpose of revealing any activity of the Committee that would otherwise be subject to this confidentiality provision. If any member of the Committee or party is subject to subpoena or other legal process initiated by any third party requiring that member or party to testify or produce documents related to the activities of the Committee, the member shall promptly notify the other members of the Committee.

VII. Operation

Upon appointment of the Committee's membership, the Committee will meet regularly on at least a bi-weekly basis to conduct its business. The Committee will use all reasonable efforts to produce its findings and recommendations no later than November 1, 2008.

The Committee will appoint a secretary, who need not be a member of the Committee, who will be charged with keeping minutes of the Committee's meetings, circulating the minutes to the membership and scheduling Committee meetings.

The City will appoint a co-chairperson and the Unions collectively will appoint a co-chairperson for the Committee. The co-chairs shall alternate leading the meetings of the Committee.

The Committee will vote on any formal exercise of its powers. The formal exercise of powers is defined as the expenditure of funds, the engagement of professional services, the request for documents and information, and the making of finding and recommendations as described in Section IV. Voting requires that a majority of members be present and that a majority of the members present vote in favor of the action.

VIII. Objectives

The objective of the Committee is to fully review how the City and Fund are currently providing healthcare benefits to City employees, and to make recommendations on how to maximize the quality and competitiveness of the healthcare benefits offered to City employees at an affordable cost.

Appendix 2

CITY OF PHILADELPHIA

WORKPLACE VIOLENCE POLICY

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IX. Purpose

This document establishes the City of Philadelphia's Workplace Violence Policy, which describes and prohibits workplace violence, threats of violence, intimidation and harassment. This policy establishes procedures and protocol to reduce the potential for violence. This policy also identifies security contacts and reporting procedures for employees to report violence, threats of violence, harassment, and intimidation that occur in the workplace.

X. Policy

A. Statement of Commitment

The City of Philadelphia is committed to providing a safe workplace free from violence and threats of violence. The workplace includes any place where City business is conducted, including City buildings and property, City vehicles, private vehicles while used on City business, other assigned work locations and off-site training.

The City will not tolerate violent behavior or threats in the workplace. Any violent behavior related to the employee's work or work relationships, on or off City property or City workplaces, is prohibited. Violations of this policy will be investigated, and if substantiated, the City will take disciplinary action in accordance with established procedures.

B. Violent Behavior

Employees should not be subjected to physical, written, or verbal conduct that is violent in nature related to the employee's work or work relationships. In addition, no employee is permitted to engage in violence or threaten violence to another employee, supervisor, manager, union representative, customer, resident or any other person.

Violent behavior includes physical violence and/or threats of physical violence that would lead a reasonable person to fear for his/her safety. Violence may be either verbal, written, or physical.

Behavior prohibited by this policy includes, but is not limited to:

1. **Verbal/ Written Violence** is displayed by verbal/written abuse or harassment involving unwanted language or gestures that threatens harm to someone.
2. **Physical Violence** is unwelcome contact between two parties. This also includes sexual assaults and property damage as well as the following:

- a. Destructive or sabotaging actions against City property or employee property
- b. Possession of weapons² or imitation weapons on City property or City workplaces

C. Reporting

Every employee has the responsibility to immediately report to his or her supervisor or department safety representative any violations of this policy. This includes employees who are aware of violence or threats of violence that may create a risk of harm to the employee or others in the workplace by a City employee, or any other person, whether occurring in or away from the workplace. All reports will be promptly and thoroughly investigated. The City will not tolerate any type of retaliation against an employee who reports workplace violence or the threat of violence. All reports or threats of workplace violence shall be documented using the Workplace Violence Incident Report Form. The report should include a summary of actions taken, and/or status of investigations or incidents and be forwarded to the department's Safety Office.

XI. Retaliation

The City will not tolerate any type of retaliation against an employee who reports workplace violence or the threat of violence.

XII. Restraining Orders

If an employee has a restraining order against another employee, customer or any other person or that involves a City workplace, the employee must report it to his/her supervisor. Copies of restraining orders with proof of service should be retained on site to assist Police in the event a violation occurs.

XIII. Departmental Responsibilities

A. Workplace Safety

Every department, in consultation with Risk Management, will assess the potential for violence and take reasonable measures to maintain workplace safety. The Safety Officer and the departmental designee will monitor the workplace and immediately assess any violent or threatening behavior of which they become aware within their immediate supervision, even if the person or persons engaged in the conduct are not their subordinates, or they have not received a complaint.

² Except when authorized to carry weapons on City property as part of an employees' job responsibilities.

B. Training

City of Philadelphia will provide mandatory training on this policy and preventing violence in the workplace. Departments are responsible for providing their staff with information about the prevention of workplace violence and violence-management techniques on a periodic basis.

C. Departmental Response to Violence

When a violent action or threat is brought to the attention of a supervisor, manager or departmental safety representative, an evaluation of the severity of the situation must be made immediately. If evacuation is necessary, proceed in accordance with the building's emergency evacuation plan.

1. Contact 9-1-1 if there is a likelihood of immediate violence.
 - From a City phone 9-911 or from an outside line 911, or as may be determined by your department.
2. Supervisors and managers will determine if further action is needed and take appropriate action.

XIV. Definitions:

- A. Employee: any individual receiving monies from the City treasury for work performed for the City of Philadelphia who has been appointed to a Civil Service or to a Civil Service exempt position within the City government.
- B. Harassment: behavior that is not welcome, that is offensive and/or interferes with work effectiveness.
- C. Imitation weapon: any object that is designed to look like or simulate a real weapon.
- D. Intimidation: inspiring fear in a person or inhibiting speech or action of a person by a show, promise or threat of force.
- E. Restraining order: a court order that prohibits specific behavior; a preliminary legal order issued to keep a situation unchanged pending decision upon an application for an injunction.
- F. Retaliation: any behavior that is intended to punish or discriminate against another person for reporting an incident or threat; revenge.
- G. Threat: an expression of intent to inflict pain or injury on a person or damage to an object. Threats may be explicit (such as, "I'll get even with you later" or "I'll kill you if you report me") or implied (such as "bad things are going to happen to him" or "that propane tank on the back of his truck

could sure blow up easily"). Threats also include stalking. Conflicts and disagreements are expected to occur in the workplace and do not by themselves represent a threat of violence.

- H. **Weapon:** an instrument, article or substance which, under the circumstances in which it is used, or threatened to be used, is capable of causing physical injury or death; any physical object which meets the criteria.
- I. **Workplace:** any place City business is conducted, including City buildings and property, City vehicles, private vehicles while used on City business, other assigned work locations and off-site training.

HEALTH CARE ORIENTATION SESSIONS

1. The City and the Union agree to a program to permit new bargaining unit members to attend a one-time Health Care Orientation Session offered by the Union.
2. Employees will be permitted three hours of excused leave time to attend the three-hour Union Health Care Orientation Session.
3. The Health Care Orientation Sessions will be held on the second and fourth Tuesday of each month from 9:00 A.M. until 12:00 P.M., at the Union Hall, 1606 Walnut Street.
4. Due to operational needs, any Department with more than one new hire, in any month, may select which session within that month the employee may attend, and notify the Union and the employee.
5. The following department is an exception to this settlement agreement: The Philadelphia Prisons System has agreed to provide an on-site location for District Council 47 to conduct Health Care Orientation Sessions on a monthly basis.

Catherine G. Scott 8/14/08
Catherine G. Scott, President DATE
AFSCME District Council 47

JTR 8/14/08
City of Philadelphia DATE

Kahim Boles 8/14/08
Kahim Boles, President DATE
Local 2187

Michael Walsh 8-14-08
Michael Walsh, President DATE
Local 2186

**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF PHILADELPHIA AND DC 47 LOCAL 2187
FEBRUARY 25, 2014**

TERM: July 1, 2009—June 30, 2017

OVERTIME:

(a) Effective July 1, 2014, the overtime rate for all employees who are entitled to cash overtime will be based on their EP pay range and step.

(b) Effective January 1, 2015, sick time will not be counted as hours worked for purposes of determining when overtime is due on a weekly basis.

STEP AND LONGEVITY:

The freeze on step and longevity increment increases that was implemented in July 2009 will be lifted effective 30 days after ratification. Employees will be placed prospectively at the appropriate step had such movement been permitted between 2009 and the time the freeze is lifted, including any adjustments for promotions that occurred during that time. A joint committee shall be formed to oversee implementation and resolve disputes.

WAGES:

(a) All permanent full-time employees in classes represented by District Council 47 Local 2187 who are on the active payroll as of the date of ratification of this Memorandum of Agreement shall receive a \$2,000 lump sum ratification bonus.

(i) The bonus will not be added to employees' base pay rates.

(ii) The payment of the bonus will be made within 30 days after written notification to the City of the Union's ratification of the Memorandum of Agreement.

(iii) A permanent employee who is on a leave of absence without pay as of March 1, 2014 will be eligible for the lump sum ratification bonus only if he/she returns to the active payroll before September 1, 2014 and remains on the active payroll for at least 60 consecutive calendar days.

(iv) Bonuses for part-time employees shall be paid in accordance with the parties' practice from 2008.

(b) Effective 30 days after ratification, there shall be an increase of 3.5% in each step of each pay range in the DC 47 pay plan.

(c) Effective July 1, 2015, there shall be an increase of 2.5% in each step of each pay range in the DC 47 pay plan.

(d) Effective July 1, 2016, there shall be an increase of 3% in each step of each pay range in the DC 47 pay plan.

PENSION:

(a) Effective January 1, 2015, the employee contribution towards the pension fund for all employees participating in Plan 87 (Plan Y) and Plan 67 (Plan J) shall increase by .5% of pay over the employee contribution otherwise in effect for the employee's plan under the pension ordinance as it currently exists, including any adjustments that occur annually to the employee contribution under Plan 87 as a result of the annual valuation report.

(b) Effective January 1, 2016, the employee contribution towards the pension fund for all employees participating in Plan 87 (Plan Y) and Plan 67 (Plan J) shall increase by an additional .5% of pay over any contribution otherwise required.

(c) Employees hired after ratification must make an irrevocable election at the time of hire to participate in Plan 10 (subject to the terms of Plan 10 as it is currently enacted for municipal employees) or in Plan 87 (Plan Y). Employees who elect to participate in Plan 87 (Plan Y) will pay an additional 1% of pay over the employee contribution otherwise in effect for Plan 87 (Plan Y), including any adjustments that occur as a result of the annual valuation report or this Memorandum of Agreement. The employee shall have the opportunity to speak with a representative of District Council 47 before making this election.

(d) Current employees will have a window of 90 days following ratification to make an irrevocable election to move into Plan 10.

HEALTH & WELFARE:

(a) Effective with the first payment by the City to the DC 47 Health Fund ("health fund") which falls no less than 30 days after ratification of a new collective bargaining agreement, the City's contribution to the health fund will increase to \$1,100 per member per month. In addition, the City will make a one-time lump sum payment to the health fund of \$5 million within 30 days following ratification of the Memorandum of Agreement, which is in addition to the \$2.5 million lump sum payment made by the City to the health fund in December 2013.

(b) The parties acknowledge that the City enacted an ordinance in 2013 which provides coverage for expenses associated with sexual reassignment for transgendered City employees beginning in 2014. If the health fund incurs any expenses between the date of ratification of the Memorandum of Agreement and December 31, 2014 which are not covered by its existing insurance policies as a result of this ordinance, the City will be responsible for payment of those expenses.

(c) The health fund will move to self-insurance effective January 1, 2015 for medical benefits. Under the self-funded arrangement, the health fund shall continue to be responsible for the administration of the health fund, including the self-funded medical and prescription drug plans, as well as the insured dental plan. Effective January 1, 2015, the City shall be responsible for the payment of health claim and administrative expenses incurred in providing benefits to

employees and eligible retirees of the City of Philadelphia pursuant to this Memorandum of Agreement. The City shall not be responsible for the payment of claims or expenses related to non-City employees and non-City-eligible retirees, except that the cost of health benefits for employees of the health fund shall continue to be considered an administrative expense of the health fund.

(i) The health fund will use its best efforts to secure the best possible financial arrangements with any third-party administrator or vendor for the provision of any services provided or administered by the health fund. The health fund is expected to use competitive bidding and/or other comparable means, including aggressive negotiation with vendors, to ensure that it has achieved the best possible financial arrangements for all services.

(ii) The health fund will purchase stop loss insurance at levels appropriate for the fund's claims experience and at an attachment point acceptable to the City. The cost of such insurance shall be borne by the City when submitted for payment consistent with the procedures of paragraph (d). If more economical to do so, the health fund may purchase stop loss under the umbrella of the City's stop loss contract or through coalition pricing with the City.

(d) Commencing with the first billing for medical, drug, dental and vision benefits and other covered charges (e.g., stop loss premiums) received after January 1, 2015 from the selected providers, the health fund shall transmit the bill thus received by the most expeditious means possible to a designated City official. Unless other procedures or time limits are agreed upon by the parties, the procedures of this paragraph will apply. Within 3 business days after presentation of the bill for prescription drug claims and within 15 calendar days after presentation of the bills for other expenses provided for in this paragraph, the City shall transmit directly to the health fund by wire transfer or other agreed-upon method the entire amount necessary to pay the bill as presented in a timely and businesslike manner. The health fund shall be responsible for forwarding the money to the provider with proof of payment being made to the City.

(e) The health fund will submit to the City a projected budget for administrative expenses for the upcoming calendar year no later than November 15, 2014 and each successive year at the same time. The City will pay a proportional share of the projected administrative expenses on a monthly basis and will be entitled to a credit against expenses if the actual expenses for the year are less than the proposed budget. If the actual expenses exceed the proposed budget, the City will pay the difference at the end of the year. The City agrees that an increase in the administrative expenses of 3% or less over the previous year will be considered presumptively reasonable. Any objections to the reasonableness of the projected budget must be raised by the City within 30 days of receiving the budget. Any dispute over the reasonableness of the projected administrative costs that are not resolved by the parties within 30 days after receipt of the City's objections may be submitted by the Union for resolution through the contractual grievance and arbitration procedure. A similar procedure will be used to resolve any disputes regarding actual expenses that exceed budget.

(f) The City will pay the cost of up-front payments required by the third party administrator and other necessary vendors as a result of the transition to self-insurance. The City

will be responsible for payment of any adjustments to the advance deposit required by the third-party administrator.

(g) The City will establish an escrow account equal to 15 days of projected claims and expenses which will be subject to an escrow agreement.

(h) The health fund will maintain an aggressive wellness and disease management program for employees and spouses with financial incentives tied to employee (not spouse) participation. Terms of any changes to the existing financial incentives which will add to the expenses of the health fund may be made only with the City's agreement.

(i) The health fund may make changes to plan design, including employee contributions, or eligibility provided that the changes do not increase costs to the health fund without the agreement of the City.

(j) The health fund will credit the City, without delay, any financial amounts that are credited to the health fund throughout the year from vendors, such as stop loss reimbursements and prescription drug rebates.

(k) Effective January 1, 2015, the employee contributions to the health fund will be set so that, in the aggregate, employees are paying no less than 9% of the projected total cost of the health fund (benefits and administrative costs) for the calendar year, as determined by the actuaries selected by the City and DC 47 (method of resolving any dispute between the actuaries to be agreed to).

(i) To facilitate this, the health fund will submit its projected budget for the successive year to the City by no later than November 1 of each year beginning November 1, 2014. The projected costs shall be based on the claims and administrative expenses for the health fund for the most recent 12 month period available.

(ii) The contributions may be tiered by the health fund based on plan and coverage tier, as they currently are, but the contribution levels must be set so that the total expected contributions are no less than 9% of the total projected plan costs for that year. Thereafter, the employee contributions will be adjusted annually effective January 1st of each successive year to remain at no less than 9% of the total projected cost of the plan for that year.

(l) The health fund shall, at least each calendar quarter, as soon as reasonably possible after the end of the quarter, provide the City with periodic reports of de-identified information regarding usage and experience in such detail as is reasonably necessary for the City to audit the claims being made. This information shall be considered highly confidential and shall be provided to a designated City representative. It shall be used solely to monitor the aggregate utilization of health fund participants and their eligible dependents under the terms of this Memorandum of Agreement.

(m) The parties will discuss the impact of self-insurance on the calculation of the time allocated for retiree health benefits for retirees who have chosen to defer their five years of post-retirement health benefits.

CONTRACTING OUT:

The parties agree to a pilot program to evaluate the use of contract employees in the Department of Public Health. The City and the Union will jointly draft an RFP for an independent entity who will evaluate the Department of Public Health's contracts in the area of pharmacy services.

Following the RFP, the City and the Union will choose a mutually agreeable entity to undertake the evaluation. The independent evaluation may examine the cost effectiveness, feasibility, and efficiency of the current contract arrangements and will examine the cost effectiveness, feasibility, and efficiency of civil service staff to provide services that meet the highest standards of care, based on criteria determined by the parties in conjunction with the independent evaluator, and offer alternative suggestions, if appropriate. Following receipt of the independent evaluation, the parties will create a committee to discuss the analysis and recommendations of the report. Neither party will be bound to accept any recommendation of the independent evaluator.

LAYOFF:

The employee's longevity date as maintained by the Office of Human Resources Information System will be used to compute the employee's seniority credit under Civil Service Regulation 16.012 in order to automate the calculation of layoff scores.

In lieu of creating a separate mechanism for furloughs or temporary layoffs, the Union agrees to support the change to civil service regulations to allow the City to streamline the layoff process (through the change in calculation of the score agreed to above) and to change the pension ordinance to provide that a layoff of fewer than 15 consecutive days will not be considered a separation for purposes of the DROP to prevent employees who are in the DROP from experiencing a permanent separation as a result of a temporary layoff. The draft revised ordinance is attached.

WORKPLACE VIOLENCE PROGRAM:

The City will contribute \$50,000 to the AFSCME DC 47 Health and Welfare Fund within 30 days of ratification to continue the Workplace Violence Prevention Program. The City will contribute \$50,000 to the AFSCME DC 47 Health and Welfare Fund for this purpose on July 1, 2014 and on July 1, 2015 and on July 1, 2016.

GRANT-FUNDED POSITIONS:

During the term of this contract, the City and the Union agree to continue the pilot program in the Health Department which was initiated in the 2008 contract to promote efficient operations in grant funded projects. This program will be monitored by the Union, the Health Department, the Director of Human Resources, and the Civil Service Commission.

The parties will establish a joint committee to discuss the expansion of this pilot program to OIT and the Library.

When it is necessary to hire additional employees to perform bargaining unit work under grant funded projects, and it is anticipated that employees will work more than six (6) months but less than three (3) years (provided that if the term of the initial grant is for more than three (3) years, then this provision will extend for the term of the grant up to a maximum of five (5) years), and be terminated at the end of the grant, the City may hire such employees as limited term non-Civil Service employees. The Director of Human Resources and the Civil Service Commission will decide which positions may be included in the program, and the classification and pay rates of the positions.

Employees in the program will be subject to the following terms and conditions of employment:

- Employees will be represented by the appropriate local of District Council 47, including representation through the grievance procedure.
- Only disciplinary discharges will be subject to arbitration. No other matter will be processed through the grievance and arbitration process.
- If an employee is reinstated after arbitration, any remedy, including back pay, may not exceed the term of the grant.
- Employees will receive health medical coverage, life insurance, and pension and leave benefits as provided under the current collective bargaining agreement.
- Employees will be subject to dues deduction and/or agency fee provisions of the appropriate local.
- Notwithstanding paragraphs A (3)-(7), B and C of the No-Layoff clause of the Collective Bargaining Agreement the City shall have no obligations in connection with lay off of employees employed under this program

Employees in the program will be permitted to compete for open competitive tests. If an employee is appointed from an open competitive list immediately after having worked in a limited term non-Civil Service grant funded position, the previous employment shall be credited as continuous City service. If the appointment is to an identical position within the Health Department and the previous employment was more than 6 months, the employee will be considered to have completed the required probation of the position appointed to.

RGI:

The RGI initiative, including the provisions regarding layoffs in paragraph 6 of that section of the 1996 Memorandum of Agreement, will continue for the term of this Agreement.

CONTINUITY OF BENEFITS:

Except as modified by the agreement, all terms and conditions of the collective bargaining agreement between the City and District Council 47 Local 2187 covering the period July 1, 2008 through June 30, 2009 which do not contain specific expiration dates shall remain in full force and effect for the term of this agreement, July 1, 2009 through June 30, 2017.

FOR THE CITY:



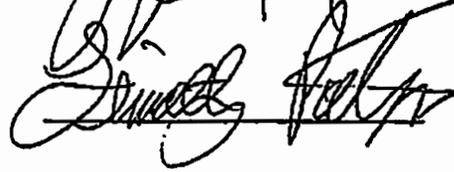




FOR THE UNION:







Payroll Deductions 2014

<u>Plans</u>	<u>Current Deductions</u>	<u>30 days after Ratification</u>
Keystone 15		
Single	\$ 49.90 per pay	\$25.44 per pay
Self + One	\$ 90.84 per pay	\$51.46 per pay
Family	\$127.00 per pay	\$71.99 per pay
Keystone 15/30		
Single	\$24.09 per pay	\$13.16 per pay
Self + One	\$57.86 per pay	\$26.62 per pay
Family	\$84.50 per pay	\$37.24 per pay
Keystone 20/40		
Single	\$17.97 per pay	\$ 6.39 per pay
Self + One	\$45.46 per pay	\$12.92 per pay
Family	\$67.15 per pay	\$18.08 per pay
Personal Choice 15/25/70		
Single	\$ 96.38 per pay	\$ 76.53 per pay
Self + One	\$194.98 per pay	\$154.82 per pay
Family	\$272.77 per pay	\$216.58 per pay
Personal Choice 20/30/70		
Single	\$ 72.17 per pay	\$ 61.96 per pay
Self + One	\$155.12 per pay	\$125.35 per pay
Family	\$220.56 per pay	\$175.36 per pay

PUBLIC EMPLOYE RELATIONS ACT

(Act of July 23, 1970, P.L. 563, No. 195, as amended) (43 P.S., Sections 1101.101 to 1101.2301 inclusive)

An Act establishing rights in public employes to organize and bargain collectively through selected representatives; defining public employes to include employes of nonprofit organizations and institutions; providing compulsory mediation and fact-finding, for collective bargaining impasses; providing arbitration for certain public employes for collective bargaining impasses; defining the scope of collective bargaining; establishing unfair employe and employer practices; prohibiting strikes for certain public employes; permitting strikes under limited conditions; providing penalties for violations; and establishing procedures for implementation.

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ARTICLE I Public Policy

Section 101. The General Assembly of the Commonwealth of Pennsylvania declares that it is the public policy of this Commonwealth and the purpose of this act to promote orderly and constructive relationships between all public employers and their employes subject, however, to the paramount right of the citizens of this Commonwealth to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the public employer and its employes are injurious to the public and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. Within the limitations imposed upon the governmental processes by these rights of the public at large and recognizing that harmonious relationships are required between the public employer and its employes, the General Assembly has determined that the overall policy may best be accomplished by (1) granting to public employes the right to organize and choose freely their representatives; (2) requiring public employers to negotiate and bargain with employe organizations representing public employes and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the public employe, the public employer and the public at large.

ARTICLE II Short Title

Section 201. This act shall be known and may be cited as the "Public Employe Relations Act."

ARTICLE III Definitions

Section 301. As used in this act:

- (1) "Public employer" means the Commonwealth of Pennsylvania, its political subdivisions including school districts and any officer, board, commission, agency, authority, or other instrumentality thereof and any nonprofit

organization or institution and any charitable, religious, scientific, literary, recreational, health, educational or welfare institution receiving grants or appropriations from local, State or Federal governments but shall not include employers covered or presently subject to coverage under the act of June 1, 1937 (P.L. 1168), as amended, known as the "Pennsylvania Labor Relations Act, the act of July 5, 1935, Public Law 198, 74th Congress, as amended, known as the "National Labor Relations Act."

- (2) "Public employe" or "employe" means any individual employed by a public employer but shall not include elected officials, appointees of the Governor with the advice and consent of the Senate as required by law, management level employes, confidential employes, clergymen or other persons in a religious profession, employes or personnel at church offices or facilities when utilized primarily for religious purposes and those employes covered under the act of June 24, 1968 (Act No. 111), entitled "An act specifically authorizing collective bargaining between policemen and firemen and their public employers; providing for arbitration in order to settle disputes, and requiring compliance with collective bargaining agreements and findings of arbitrators."
- (3) "Employe organization" means an organization of any kind, or any agency or employe representation committee or plan in which membership includes public employes, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, employe-employer disputes, wages, rates of pay, hours of employment, or conditions of work but shall not include any organization which practices discrimination in membership because of race, color, creed, national origin or political affiliation.
- (4) "Representative" means any individuals acting for public employers or employes and shall include employe organizations.
- (5) "Board" means the Pennsylvania Labor Relations Board.
- (6) "Supervisor" means any individual having authority in the interests of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employes or responsibly to direct them or adjust their grievances; or to a substantial degree effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely routine or clerical in nature but calls for the use of independent judgment.
- (7) "Professional employe" means any employe whose work: (i) is predominantly intellectual and varied in character; (ii) requires consistent exercise of discretion and judgment; (iii) requires knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent; and (iv) is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.
- (8) "Unfair practice" means any practice prohibited by Article XII of this act.
- (9) "Strike" means concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.
- (10) "Person" includes an individual, public employer, public employe, authority, commission, legal representative, labor organization, employe organization, profit or nonprofit corporation, trustee, board or association.
- (11) "Membership dues deduction" means the practice of a public employer to deduct from the wages of a public employe, with his written consent, an amount for the payment of his membership dues in an employe organization, which deduction is transmitted by the public employer to the employe organization.
- (12) "Budget submission date" means the date by which under the law or practice a public employer's proposed budget, or budget containing proposed expenditures applicable to such public employer is submitted to the Legislature or other similar body for final action. For the purposes of this act, the budget submission date for the Commonwealth shall be February 1 of each year and for a nonprofit organization or institution, the last day of its fiscal year.
- (13) "Confidential employe" shall mean any employe who works: (i) in the personnel offices of a public employer and has access to information subject to use by the public employer in collective bargaining; or (ii) in a close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer.
- (14) "Wages" means hourly rates of pay, salaries or other forms of compensation for services rendered.

- (15) "Commonwealth employe" means a public employe employed by the Commonwealth or any board, commission, agency, authority, or any other instrumentality thereof.
- (16) "Management level employe" means any individual who is involved directly in the determination of policy or who responsibly directs the implementation thereof and shall include all employes above the first level of supervision.
- (17) "Meet and discuss" means the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employes: Provided, That any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.
- (18) "Maintenance of membership" means that all employes who have joined an employe organization or who join the employe organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employe or employes may resign from such employe organization during a period of fifteen days prior to the expiration of any such agreement.
- (19) "First level of supervision" and "first level supervisor" means the lowest level at which an employe functions as a supervisor.

ARTICLE IV Employe Rights

Section 401. It shall be lawful for public employes to organize, form, join or assist in employe organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employes shall also have the right to refrain from any or all such activities, except as may be required pursuant to a maintenance of membership provision in a collective bargaining agreement.

ARTICLE V Pennsylvania Labor Relations Board

Section 501. The board shall exercise those powers and perform those duties which are specifically provided for in this act. These powers and duties shall be in addition to and exercised completely independent of any powers and duties specifically granted to it by other statutory enactments.

Section 502. The board shall have authority from time to time to make, amend and rescind such rules and regulations as may be necessary to carry out the provisions of this act. (As amended by Act of July 9, 1976, P.L. 877, No. 160.)

Section 503. The board shall establish after consulting representatives of employe organizations and of public employers, panels of qualified persons broadly representative of the public to be available to serve as members of fact-finding boards.

ARTICLE VI Representation

Section 601. Public employers may select representatives to act in their interest in any collective bargaining with representatives of public employes.

Section 602. (a) A public employer may recognize employe representatives for collective bargaining purposes, provided the parties jointly request certification by the board which shall issue such certification if it finds the unit appropriate.

(b) Any employe representatives in existence on January 1, 1970, shall so continue without the requirement of an election and certification until such time as a question concerning representation is appropriately raised under this act; or until the board would find the unit not to be appropriate after challenge by the public employer, a member of the unit or an employe organization. The appropriateness of the unit shall not be challenged until the expiration of any collective bargaining agreement in effect on the date of the passage of this act.

Section 603. (a) A public employe, a group of public employes or an employe organization may notify the public employer that thirty per cent or more of the public employes in an appropriate unit desire to be exclusively represented for collective bargaining purposes by a designated representative and request the public employer to consent to an election.

(b) If the public employer consents, the public employe, group of public employes or employe organization whichever applicable may submit in a form and manner established by the board an election request. Such request shall include a description of the unit deemed to be appropriate, the basis upon which it was determined that thirty per cent or more of the employes desired to be represented and a joinder by the public employer. The board may on the basis of the

submissions order an election to be held or it may at its discretion investigate or conduct hearings to determine the validity of the matters contained in such submissions before determining whether or not an order should issue.

(c) If a public employer refuses to consent to an election, the party making the request may file a petition with the board alleging that thirty per cent or more of the public employees in an appropriate unit wish to be exclusively represented for collective bargaining purposes by a designated representative. The board shall send a copy of the petition to the public employer and provide for an appropriate hearing upon due notice. If it deems the allegations in the petition to be valid and the unit to be appropriate it shall order an election. If it finds to the contrary it may dismiss the petition or permit its amendment in accordance with procedures established by the board.

(d) If a public employer receives notification that thirty per cent or more of the public employees desire to be exclusively represented for collective bargaining purposes by a designated representative and the party giving notice does not thereafter seek an election the public employer may file a petition for the same with the board. The board shall then follow the procedures as established for petitions filed under subsection (c) of this section.

Section 604. The board shall determine the appropriateness of a unit which shall be the public employer unit or a subdivision thereof. In determining the appropriateness of the unit, the board shall:

- (1) Take into consideration but shall not be limited to the following:
 - (i) public employees must have an identifiable community of interest, and (ii) the effects of over fragmentation.
- (2) Not decide that any unit is appropriate if such unit includes both professional and nonprofessional employees, unless a majority of such professional employees vote for inclusion in such unit.
- (3) Not permit guards at prisons and mental hospitals, employees directly involved with and necessary to the functioning of the courts of this Commonwealth, or any individual employed as a guard to enforce against employees and other persons, rules to protect property of the employer or to protect the safety of persons on the employer's premises to be included in any unit with other public employees, each may form separate homogenous employee organizations with the proviso that organizations of the latter designated employee group may not be affiliated with any other organization representing or including as members, persons outside of the organization's classification.
- (4) Take into consideration that when the Commonwealth is the employer, it will be bargaining on a Statewide basis unless issues involve working conditions peculiar to a given governmental employment locale. This section, however, shall not be deemed to prohibit multi-unit bargaining.
- (5) Not permit employees at the first level of supervision to be included with any other units of public employees but shall permit them to form their own separate homogenous units. In determining supervisory status the board may take into consideration the extent to which supervisory and nonsupervisory functions are performed.

Section 605. Representation elections shall be conducted by secret ballot at such times and places selected by the board subject to the following:

- (1) The board shall give no less than ten days notice of the time and place of such election.
- (2) The board shall establish rules and regulations concerning the conduct of any election including but not limited to regulations which would guarantee the secrecy of the ballot.
- (3) A representative may not be certified unless it receives a majority of the valid ballots cast.
- (4) The board shall include on the ballot a choice of "no representative."
- (5) In an election where none of the choices on the ballot receives a majority, a run-off election shall be conducted, the ballot providing for a selection between the two choices or parties receiving the highest and the second highest number of ballots cast in the election.
- (6) The board, shall certify the results of said election within five working days after the final tally of votes if no charge is filed by any person alleging that an "unfair practice" existed in connection with said election. If the board has reason to believe that such allegations are valid, it shall set a time for hearing on the matter after due notice. Any such hearing shall be conducted within two weeks of the date of receipt of such charge. If the board determines that the outcome of the election was affected by the "unfair practice" charged or for any other "unfair practice" it may deem existed, it shall require corrective action and order a new election. If the board determines that no unfair practice existed or if it existed, did not affect the outcome of the election, it shall immediately certify the election results.

- (7) (i) No election shall be conducted pursuant to this section in any appropriate bargaining unit within which in the preceding twelve-month period an election shall have been held nor during the term of any lawful collective bargaining agreement between a public employer and an employee representative. This restriction shall not apply to that period of time covered by any collective bargaining agreement which exceeds three years. For the purposes of this section, extensions of agreements shall not affect the expiration date of the original agreement.
- (ii) Petitions for elections may be filed with the board not sooner than ninety days nor later than sixty days before the expiration date of any collective bargaining agreement or after the expiration date until such time as a new written agreement has been entered into. For the purposes of this section, extensions of agreements shall not affect the expiration date of the original agreement.

Section 606. Representatives selected by public employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment: Provided, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining contract then in effect: And, provided further, That the bargaining representative has been given an opportunity to be present at such adjustment.

Section 607. If there is a duly certified representative: (i) a public employee or a group of public employees may file a petition for decertification provided it is supported by a thirty per cent showing of interest, or (ii) a public employer alleging a good faith doubt of the majority status of said representative may file a petition in accordance with the rules and regulations established by the board, subject to the provisions of clause (7) of section 605.

ARTICLE VII Scope of Bargaining

Section 701. Collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Section 702. Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Public employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by public employee representatives.

Section 703. The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.

Section 704. Public employers shall not be required to bargain with units of first level supervisors or their representatives but shall be required to meet and discuss with first level supervisors or their representatives, on matters deemed to be bargainable for other public employees covered by this act.

Section 705. Membership dues deductions and maintenance of membership are proper subjects of bargaining with the proviso that as to the latter, the payment of dues and assessments while members, may be the only requisite employment condition.

Section 706. Nothing contained in this act shall impair the employer's right to hire employees or to discharge employees for just cause consistent with existing legislation.

ARTICLE VIII Collective Bargaining Impasse

Section 801. If after a reasonable period of negotiation, a dispute or impasse exists between the representatives of the public employer and the public employees, the parties may voluntarily submit to mediation but if no agreement is reached between the parties within twenty-one days after negotiations have commenced, but in no event later than one hundred fifty days prior to the "budget submission date," and mediation has not been utilized by the parties, both parties shall immediately, in writing, call in the service of the Pennsylvania Bureau of Mediation.

Section 802. Once mediation has commenced, it shall continue for so long as the parties have not reached an agreement. If, however, an agreement has not been reached within twenty days after mediation has commenced or in no

event later than one hundred thirty days prior to the "budget submission date," the Bureau of Mediation shall notify the board of this fact. Upon receiving such notice the board may in its discretion appoint a fact-finding panel which panel may consist of either one or three members. If a panel is so designated or selected it shall hold hearings and take oral or written testimony and shall have subpoena power. If during this time the parties have not reached an agreement, the panel shall make findings of fact and recommendations:

- (1) The findings of fact and recommendations shall be sent by registered mail to the board and to both parties not more than forty days after the Bureau of Mediation has notified the board as provided in the preceding paragraph.
- (2) Not more than ten days after the findings and recommendations shall have been sent, the parties shall notify the board and each other whether or not they accept the recommendations of the fact-finding panel and if they do not, the panel shall publicize its findings of fact and recommendations.
- (3) Not less than five days nor more than ten days after the publication of the findings of fact and recommendations, the parties shall again inform the board and each other whether or not they will accept the recommendations of the fact-finding panel.
- (4) The Commonwealth shall pay one-half the cost of the fact-finding panel; the remaining one-half of the cost shall be divided equally between the parties. The board shall establish rules and regulations under which panels shall operate, including, but not limited to, compensation for panel members.

Section 803. If the representatives of either or both the public employes and the public employer refuse to submit to the procedures set forth in sections 801 and 802 of this article, such refusal shall be deemed a refusal to bargain in good faith and unfair practice charges may be filed by the submitting party or the board may on its own, issue an unfair practice complaint and conduct such hearings and issue such orders as provided for in Article XIII.

Section 804. Nothing in this article shall prevent the parties from submitting impasses to voluntary binding arbitration with the proviso the decisions of the arbitrator which would require legislative enactment to the effective shall be considered advisory only.

Section 805. Notwithstanding any other provisions of this act where representatives of units of guards at prisons or mental hospitals or units of employes directly involved with and necessary to the functioning of the courts of this Commonwealth have reached an impasse in collective bargaining and mediation as required in section 801 of this article has not resolved the dispute, the impasse shall be submitted to a panel of arbitrators whose decision shall be final and binding upon both parties with the proviso that the decisions of the arbitrators which would require legislative enactment to be effective shall be considered advisory only.

Section 806. Panels of arbitrators for bargaining units referred to in section 805 of this article shall be selected in the following manner:

- (1) Each party shall select one member of the panel, the two so selected shall choose the third member.
- (2) If the members so selected are unable to agree upon the third member within ten days from the date of their selection, the board shall submit the names of seven persons, each party shall alternately strike one name until one shall remain. The public employer shall strike the first name. The person so remaining shall be the third member and chairman.

Section 806. (A) Whenever a panel of arbitrators is hereafter constituted pursuant to the provisions of section 806 of the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employe Relations Act," the cost of the arbitrator selected by each party shall be paid by the respective party selecting the arbitrator. The cost of the impartial arbitrator selected by the arbitrators already selected or selected in accordance with the procedure set forth in section 806(2) of the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employe Relations Act," shall be paid by the Pennsylvania Labor Relations Board. (As added by the Act of May 20, 1976, P. L. 142, No. 67.)

Section 807. Repealed. Act of May 20, 1976, P.L. 142, No. 67.

ARTICLE IX Collective Bargaining Agreement

Section 901. Once an agreement is reached between the representatives of the public employes and the public employer, the agreement shall be reduced to writing and signed by the parties. Any provisions of the contract requiring legislative action will only be effective if such legislation is enacted.

Section 902. If the provisions of the constitution or bylaws of an employe organization requires ratification of a collective bargaining agreement by its membership, only those members who belong to the bargaining unit involved shall be entitled to vote on such ratification notwithstanding such provisions.

Section 903. Arbitration of disputes or grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory. The procedure to be adopted is a proper subject of bargaining with the proviso that the final step shall provide for a binding decision by an arbitrator or a tripartite board of arbitrators as the parties may agree. Any decisions of the arbitrators or arbitrators requiring legislation will only be effective if such legislation is enacted:

- (1) If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one name remains. The public employer shall strike the first name. The person remaining shall be the arbitrator.
- (2) The costs of arbitration shall be shared equally by the parties. Fees paid to arbitrators shall be based on a schedule established by the Bureau of Mediation.

Section 904. Any provision of any collective bargaining agreement in existence on January 1, 1970 which is inconsistent with any provision of this act but not otherwise illegal shall continue valid until the expiration of such contract. The parties to such agreements may continue voluntarily to bargain on any such items after the expiration date of any such agreement and for so long as these items remain in any future agreement.

ARTICLE X Strikes

Section 1001. Strikes by guards at prisons or mental hospitals, or employes directly involved with and necessary to the functioning of the courts of this Commonwealth are prohibited at any time. If a strike occurs the public employer shall forthwith initiate in the court of common pleas of the jurisdiction where the strike occurs, an action for appropriate equitable relief including but not limited to injunctions. If the strike involves Commonwealth employes, the chief legal officer of the public employer or the Attorney General where required by law shall institute an action for equitable relief, either in the court of common pleas of the jurisdiction where the strike has occurred or the Commonwealth Court.

Section 1002. Strikes by public employes during the pendency of collective bargaining procedures set forth in sections 801 and 802 of Article VIII are prohibited. In the event of a strike during this period the public employer shall forthwith initiate an action for the same relief and utilizing the same procedures required for prohibited strikes under section 1001.

Section 1003. If a strike by public employes occurs after the collective bargaining processes set forth in sections 801 and 802 of Article VIII of this act have been completely utilized and exhausted, it shall not be prohibited unless or until such a strike creates a clear and present danger or threat to the health, safety or welfare of the public. In such cases the public employer shall initiate, in the court of common pleas of the jurisdiction where such strike occurs, an action for equitable relief including but not limited to appropriate injunctions and shall be entitled to such relief if the court finds that the strike creates a clear and present danger or threat to the health, safety or welfare of the public. If the strike involves Commonwealth employes, the chief legal officer of the public employer or the Attorney General where required by law shall institute an action for equitable relief in the court of common pleas of the jurisdiction where the strike has occurred or the Commonwealth Court. Prior to the filing of any complaint in equity under the provisions of this section the moving party shall serve upon the defendant a copy of said complaint as provided for in the Pennsylvania Rules of Civil Procedure applicable to such actions. Hearings shall be required before relief is granted under this section and notices of the same shall be served in the manner required for the original process with a duty imposed upon the court to hold such hearings forthwith.

Section 1004. An unfair practice by a public employer shall not be a defense to a prohibited strike. Unfair practices by the employer during the collective bargaining processes shall receive priority by the board as set forth in Article XIV.

Section 1005. If a public employe refuses to comply with a lawful order of a court of competent jurisdiction issued for a violation of any of the provisions of this article the public employer shall initiate an action for contempt and if the public employe is adjudged guilty of such contempt, he shall be subject to suspension, demotion or discharge at the discretion of the public employer, provided the public employer has not exercised that discretion in violation of clauses (1), (2), (3) and (4) of subsection (a) of section 1201, Article XII.

Section 1006. No public employe shall be entitled to pay or compensation from the public employer for the period engaged in any strike.

Section 1007. In the event any public employe refuses to obey an order issued by a court of competent jurisdiction for a violation of the provisions of this article, the punishment for such contempt may be by fine or by imprisonment in the prison of the county where the court is sitting or both in the discretion of the court.

Section 1008. Where an employe organization wilfully disobeys a lawful order of a court of competent jurisdiction issued for a violation of the provisions of this article, the punishment for each day that such contempt persists may be by a fine fixed in the discretion of the court.

Section 1009. In fixing the amount of the fine or imprisonment for contempt, the court shall consider all the facts and circumstances directly related to the contempt including but not limited to:

- (i) any unfair practices conducted by the public employer during the collective bargaining processes;
- (ii) the extent of the willful defiance or resistance to the court's order;
- (iii) the impact of the strike on the health, safety or welfare of the public, and (iv) the ability of the employe organization or the employe to pay the fine imposed.

Section 1010. Nothing in this article shall prevent the parties from voluntarily requesting the court for a diminution or suspension of any fines or penalties imposed. Any requests by employe representatives for such participation by the public employer shall be subject to the requirements of "meet and discuss."

ARTICLE XI Picketing

Section 1101. Public employes other than those engaged in a nonprohibited strike who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike and shall be subject to the terms and conditions of Article X pertaining to prohibited strikes.

ARTICLE XII Unfair Practices

Section 1201. (a) Public employers, their agents or representatives are prohibited from:

- (1) Interfering, restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act.
- (2) Dominating or interfering with the formation, existence or administration of any employe organization.
- (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employe organization.
- (4) Discharging or otherwise discriminating against an employe because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act.
- (5) Refusing to bargain collectively in good faith with an employe representative which is the exclusive representative of employes in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
- (6) Refusing to reduce a collective bargaining agreement to writing and sign such agreement.
- (7) Violating any of the rules and regulations established by the board regulating the conduct of representation elections.
- (8) Refusing to comply with the provisions of an arbitration award deemed binding under section 903 of Article IX.
- (9) Refusing to comply with the requirements of "meet and discuss."

(b) Employe organizations, their agents, or representatives, or public employes are prohibited from:

- (1) Restraining or coercing employes in the exercise of the rights guaranteed in Article IV of this act.
- (2) Restraining or coercing a public employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances.
- (3) Refusing to bargain collectively in good faith with a public employer, if they have been designated in accordance with the provisions of this act as the exclusive representative of employes in an appropriate unit.

- (4) Violating any of the rules and regulations established by the board regulating the conduct of representation elections.
- (5) Refusing to reduce a collective bargaining agreement to writing and sign such agreement.
- (6) Calling, instituting, maintaining or conducting a strike or boycott against any public employer or picketing any place of business of a public employer on account of any jurisdictional controversy.
- (7) Engaging in, or inducing or encouraging any individual employed by any person to engage in a strike or refusal to handle goods or perform services; or threatening, coercing or restraining any person where an object thereof is to
 - i. force or require any public employer to cease dealing or doing business with any other person or
 - ii. force or require a public employer to recognize for representation purposes an employe organization not certified by the board.
- (8) Refusing to comply with the provisions of an arbitration award deemed binding under section 903 of Article IX.
- (9) Refusing to comply with the requirements of "meet and discuss."

ARTICLE XIII Prevention of Unfair Practices

Section 1301. The board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair practice listed in Article XII of this act. This power shall be exclusive and shall not be affected by any other means of adjustment or prevention that have been or may be established by agreement, law, or otherwise.

Section 1302. Whenever it is charged by any interested party that any person has engaged in or is engaging in any such unfair practice, the board, or any member or designated agent thereof, shall have authority to issue and cause to be served upon such person a complaint, stating the charges in the respect, and containing a notice of hearing before the board, or any member or designated agent thereof, at a place therein fixed not less than five days after the serving of said complaint. Any such complaint may be amended by the board, member or agent conducting the hearing at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person, or otherwise, to give testimony at the place and time set in the complaint. In the discretion of a member or agent conducting the hearing or of the board, any other person may be allowed to intervene in the said proceeding and to present testimony. In any such proceeding, the rules of evidence prevailing in courts of law or equity shall be followed but shall not be controlling.

Section 1303. Testimony shall be taken at the hearing and filed with the board. The board upon notice may take further testimony or hear argument. If, upon all the testimony taken, the board shall determine that any person named in the complaint has engaged in or is engaging in any such unfair practice, the board shall state its findings of fact, and issue and cause to be served on such person an order requiring such person to cease and desist from such unfair practice, and to take such reasonable affirmative action, including reinstatement of employes discharged in violation of Article XII of this act, with or without back pay, as will effectuate the policies of this act. Such order may further require such person to make reasonable reports, from time to time, showing the extent to which the order has been complied with. If, upon all the testimony, the board shall be of the opinion that the person or persons named in the complaint has not engaged in or is not engaging in any such unfair practice, then the board shall make its findings of fact and shall issue an order dismissing the complaint. A copy of such findings of fact, conclusions of law, and order shall be mailed to all parties to the proceedings.

Section 1304. Until a transcript of the record in a case shall have been filed in a court as hereinafter provided, the board may at any time, upon reasonable notice, and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it: Provided, That any agreement made between an employer and a bona fide employe organization, and all the provisions thereof, shall be entitled to full force and effect unless the board specifically finds that these provisions involve the commission of an unfair practice within the meaning of Article XII of this act.

Section 1305. The proceedings before the board or before any of its examiners shall be conducted with speed and dispatch. No findings shall be made on the basis of evidence relating to acts which occurred prior to the original passage of this act.

Section 1306. All cases in which complaints are actually issued by the board, shall be prosecuted before the board or its examiner, or both, by the representatives of the employe organization or party filing the charge, and, in addition thereto or in lieu thereof if the Department of Justice sees fit, by a deputy attorney general especially assigned to this type of case. No examiner shall have any other position with the government of this State or of the United States or with the Pennsylvania Labor Relations Board while in the employ of the board.

ARTICLE XIV Unfair Practices During Article VIII Procedures

Section 1401. Notwithstanding any of the provisions of Article XIII, the board upon the filing of a charge alleging the commission of an unfair labor practice committed during, or arising out of the collective bargaining procedures set forth in sections 801 and 802 of Article VIII of this act, shall be empowered to petition the court of competent jurisdiction for appropriate relief or restraining order. Upon filing of any such petition the board shall cause notice thereof to be served upon such person and thereupon the court shall have jurisdiction to grant to the board such temporary relief or restraining order as it deems just and proper.

ARTICLE XV Judicial Review

Section 1501. The board shall except where an employe of the Commonwealth is involved have power to petition the court of common pleas of any county wherein the unfair practice in question occurred, or wherein any person charged with the commission of any unfair practice resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the board. In the instance of the exception involving the said Commonwealth employes, the board shall file its petition in the Commonwealth Court. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief, restraining or mandamus order as it deems just and proper or requisite to effectuate the policies of this act and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying and enforcing as so modified, or setting aside, in whole or in part, the order of the board. The parties before the court shall be the board, the person charged with the commission of any unfair labor practice, and may include the charging party. No objection that has not been urged before the board, its members or agents shall be considered by the court unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the board as to the facts, if supported by substantial and legally credible evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence, and shall show to the satisfaction of the court, that such additional evidence is material, and that there were reasonable grounds for the failure to adduce such evidence at the hearing before the board, its members or agent, the court may order such additional evidence to be taken before the board, its members or agent, and to be made a part of the transcript. The board may modify its findings as to the facts or make new findings by reason of additional evidence so taken and filed, and it shall file such modified or new findings which, if supported by substantial and legally credible evidence, shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. (As amended by Act of June 3, 1971, P.L. 146, No. 6.)

Section 1502. Repealed. Act of April 28, 1978, P.L. 202, No. 53. (For disposition of repealed subject matter, relating to review in court of common pleas and Supreme Court, see Disposition Table preceding Title 42, Judiciary and Judicial Procedures, of the Pennsylvania Consolidated Statutes Annotated.)

Section 1503. The commencement of proceedings under sections 1501 or 1502 of this article shall not, unless specifically ordered by the court, operate as a stay of the board's order.

Section 1504. When granting appropriate temporary relief, a restraining or mandamus order or making and entering a decree enforcing, modifying, or enforcing as so modified, or setting aside in whole or in part an order of the board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by acts pertaining to equity jurisdiction of courts. The act of June 2, 1937 (P.L. 1198), known as the "Labor Anti-Injunction Act," shall not be applicable to orders of the board, or to court orders enforcing orders of the board, or any provision of this act, or to violations of any order of the board, or of court orders enforcing orders of the board, or any provisions of this act.

Section 1505. No petitions or charges involving questions arising under clause (2) of subsection (a) of section 1201 of Article XII shall relieve the board of determining any questions arising under sections 603, 604 and 605 of Article VI immediately, and in their regular and normal order, and the making of a certification thereon if such is warranted. No petition or charge shall be entertained which relates to acts which occurred or statements which were made more than four months prior to the filing of the petition or charge. (As affected by Act of April 28, 1978, P.L. 202, No. 53.)

ARTICLE XVI Investigatory Powers

Section 1601. For the purpose of all hearings and investigations which, in the opinion of the board, are necessary and proper for the exercise of the powers vested in it by Article VI and Article XIII, and for the purpose of investigating and considering disputes, other than a question concerning the representation of employes, which it shall be the duty of the board to undertake whenever petitioned so to do by either an employe organization, an employer, or the representative of any unit of employes, the board shall have the Investigatory powers granted in this article.

Section 1602. The board or its duly authorized agents shall at all reasonable times have access to, for the purpose of examination and the right to copy, any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. Any member of the board shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of any evidence that relates to any matter under investigation or in question before the board, its members or agent conducting the hearing or investigation. Such subpoenas shall be issued as a matter of right upon the request of either party at any time during the pendency of a proceeding. Any member of the board, or any agent designated by the board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence.

Section 1603. If any witness resides outside of the Commonwealth or through illness or other cause is unable to testify before the board or its members or agent conducting the hearing or investigation, his or her testimony or deposition may be taken within or without this Commonwealth, in such manner and in such forms as the board or its members or agent conducting the hearing, may by special or general rule prescribe.

Section 1604. In case of contumacy or refusal to obey a subpoena issued to any person the court, upon application by the board, shall have jurisdiction to issue to such person an order requiring such person to appear before the board, its members or agents, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question, and any failure to obey such order of the courts may be punished by said court as a contempt thereof. (As affected by Act of April 28, 1978, P.L. 202, No. 53.)

Section 1605. No person shall be excused from attending and testifying or from producing books, records, correspondence, documents or other evidence in obedience to the subpoena of the board on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture, but no individual shall be prosecuted or subjected to any penalty or forfeiture for, or on account of, any transaction, matter or thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.

Section 1606. Complaints, orders and other process and papers of the board, its members or agent may be served, either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same, setting forth the manner of such service, shall be proof of the same and the return post office receipt or telegraph receipt thereof when registered and mailed or telegraphed as aforesaid, shall be proof of service of the same. Witnesses summoned before the board, its members or agent shall be paid the same fees and mileage that are paid witnesses in the courts of this Commonwealth, and witnesses whose depositions are taken and the person taking the same shall severally be entitled to the same fees as are paid for like services in the courts of this Commonwealth.

Section 1607. Repealed. Act of April 28, 1978, P.L. 202, No. 53. (For disposition of repealed subject matter, relating to place of service, see Disposition Table preceding Title 42, Judiciary and Judicial Procedures, of the Pennsylvania Consolidated Statutes Annotated.)

ARTICLE XVII Employe Organizations

Section 1701. No employe organization shall make any contribution out of the funds of the employe organization either directly or indirectly to any political party or organization or in support of any political candidate for public office. The board shall establish such rules and regulations as it may find necessary to prevent the circumvention or evasion of the provisions of this section. If an employe organization has made contributions in violation of this section it shall file with the board a report or affidavit evidencing such contributions within ninety days of the end of its fiscal year. Such report or affidavit shall be signed by its president and treasurer or corresponding principals. Any employe organization which violates the provisions of this section or fails to file any required report or affidavit or files a false report or affidavit shall be subject to a fine of not more than two thousand dollars (\$2,000). Any person who wilfully violates this section, or who makes a false statement knowing it to be false, or who knowingly fails to disclose a material fact shall be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than thirty days or both. Each individual required to sign affidavits or reports under this section shall be personally responsible for filing such report or affidavit and for any statement contained therein he knows to be false. Nothing herein shall be deemed to prohibit voluntary contributions by individuals to political parties or candidates.

ARTICLE XVIII Conflict of Interest

Section 1801. (a) No person who is a member of the same local, State, national or international organization as the employe organization with which the public employer is bargaining or who has an interest in the outcome of such bargaining which interest is in conflict with the interest of the public employer, shall participate on behalf of the public

employer in the collective bargaining processes with the proviso that such person may, where entitled, vote on the ratification of an agreement.

(b) Any person who violates subsection (a) of this section shall be immediately removed by the public employer from his role, if any, in the collective bargaining negotiations or in any matter in connection with such negotiations.

ARTICLE XIX Penalties

Section 1901. Any person who shall wilfully resist, prevent, impede or interfere with any member of the board, or any of its agents, in the performance of duties pursuant to this act, shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine of not more than five thousand dollars (\$5,000), or by imprisonment for not more than one year, or both.

ARTICLE XX Savings Provisions

Section 2001. The rights granted to certain public employes by the following acts or parts thereof shall not be repealed or diminished by this act:

- (1) Section 24 of the act of August 14, 1963 (P.L. 984), known as the "Metropolitan Transportation Authorities Act of 1963."
- (2) The act of November 27, 1967 (P.L. 628), entitled "An Act protecting the rights of employes of existing transportation systems which are acquired by cities of the third class or any authority thereof or certain joint authorities; requiring cities of the third class or any authority thereof or any such joint authority to enter into contracts with labor organizations acting for such employes, and providing for arbitration in case of disputes."
- (3) Section 13.2 of the act of April 6, 1956 (P.L. 1414), known as the "Second Class County Port Authority Act."

Section 2002. This act shall not be construed to repeal the act of June 24, 1968 (Act No. 111), entitled "An act specifically authorizing collective bargaining between policemen and firemen and their public employers; providing for arbitration in order to settle disputes, and requiring compliance with collective bargaining agreements and findings of arbitrators."

Section 2003. Present provisions of an ordinance of the City of Philadelphia approved April 4, 1961, entitled "An Ordinance to authorize the Mayor to enter into an agreement with District Council 33, American Federation of State, County and Municipal Employes, A.F.L.-C.I.O., Philadelphia and vicinity regarding its representation of certain City Employes," which are inconsistent with the provisions of this act shall remain in full force and effect so long as the present provisions of that ordinance are valid and operative.

ARTICLE XXI Separability

Section 2101. If any clause, sentence, paragraph or part of this act, or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this act and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent that this act would have been adopted had such invalid provisions not been included.

ARTICLE XXII Repeals

Section 2201. The act of June 30, 1947 (P.L. 1183), entitled "An act relation to strikes by public employes; prohibiting such strikes; providing that such employes by striking terminate their employment; providing for reinstatement under certain conditions; providing for a grievance procedure; and providing for hearings before civil service and tenure authorities, and in certain cases before the Pennsylvania Labor Relations Board," is hereby repealed as to those public employes covered by the provisions of this act, and any penalties or other limitations currently in force or presently pending against any public employes, shall be deemed null and void.

ARTICLE XXIII Effective Date

Section 2301. This act shall take effect in ninety days, except that provisions of Article V and the amnesty provisions of the repeater shall take effect immediately.



WEBSITES & UNION CONTACTS

INFO/ORGANIZATION	WEB SITE
<ul style="list-style-type: none"> • Civil Service Regulations • Job Specifications • EP Pay Levels 	All information on the left can be found on: www.phila.gov
PA Department of Labor	WWW.DLI.STATE.PA.US
US Department of Labor	WWW.DOL.GOV
US EEOC	WWW.EEOC.GOV/
Phila. EEOC	WWW.EEOC.GOV/FIELD/PHILADELPHIA/
AFSCME Local 2187 Web Site	WWW.AFSCME2187.ORG
AFSCME International Web Site	WWW.AFSCME.ORG

NAME/TITLE	TELEPHONE	EMAIL
Bob Coyle <i>President</i>	215-893-3759	bcoyle@dc47.org
April Gigetts <i>Vice President</i>	215-685-3788	agigetts@dc47.org
Terrance Carter <i>Secretary/Treasurer</i>	215-893-3724	tcarter@dc47.org
David Mora <i>Recording Secretary</i>	215-893-3757	dmora@dc47.org
Mike Bonetti <i>Union Agent</i>	215-893-3722	mbonetti@dc47.org
Cathy Scott <i>Staff Representative</i>	215-893-3763	cscott@dc47.org
Gerri Cooper <i>Local 2187 Secretary/Admin Asst.</i>	215-893-3777	gcooper@dc47.org
Michelle Jamison <i>Health & Safety Officer</i>	215-893-3770	mjamison@dc47.org
Bob McAllister <i>H&W Administrator</i>	215-893-3771	bmcallister@dc47.org
Gwen Winckler <i>Benefit Technician</i>	215-893-3774	gwinckler@dc47.org
Kaleena Bradley <i>Benefit Technician</i>	215-893-3775	kbradley@dc47.org
Shawnika Macklin <i>Benefit Technician</i>	215-893-3776	smacklin@dc47.org
Jennie Marsh <i>Legal Services Benefit Information</i>	215-893-3736	jmarsh@dc47.org
Davina Paris <i>Legal Service Appointments</i>	215-893-3710	dparis@dc47.org

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