

**MEMORANDUM OF AGREEMENT**

**between**

**AFSCME, DISTRICT COUNCIL 33, AFL CIO**

**and**

**THE CITY OF PHILADELPHIA**

**July 1, 2004 to June 30, 2008**

**TERM:**

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

ASM-09  
12-17-09  
Kelly [Signature]  
William [Signature]  
E. Raus [Signature]  
[Signature]

## WAGES

1. All permanent full-time employees in classes represented by District Council 33 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 January 1, 2005 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 the pay ranges for classes represented by District Council 33.
4. Effective July 1, 2006, there shall be a three percent (3%) increase in each step of the pay ranges for classes represented by District Council 33.
5. Effective July 1, 2007, there shall be a four percent (4%) increase in each step of the pay ranges for classes represented by District Council 33.

## Wage Re-opener



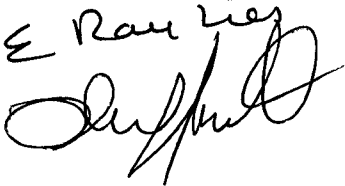
The City and District Council 33 agree to resume collective bargaining with regard to wages in the third and fourth years of this collective bargaining agreement to discuss providing additional compensation in the event that the cumulative general fund balance exceeds 5% of total general fund obligations at the end of FY 06 and/or FY 07, as certified in the Comprehensive Annual Financial Report (CAFR) for those years.

*E. Raines*  
*\$750*  
*12-17-04*  
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*W. [unclear]*  
*[unclear]*

## 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 33 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.
3. The number of projects to be subjected to the RGI process shall be twelve (12) during the term of this agreement.

  
  
E. Rawley  


HSM  
12-02-04

## HEALTH INSURANCE:

### City Contribution:

The City's monthly contribution for full-time employees shall be 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, 2005 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.

### Survivors

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.

If a 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 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.

Gulley R Smith  
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E Rausies  
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ATM  
12-02-04

Timing of Health Care Contributions

Effective January 1, 2005, the Union will receive a contribution starting in the current month for any employee that is hired or returns from a leave of absence 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.

Health and Welfare for Service Connected Disability Pensioners

An employee who is awarded a Service Connected Disability Pension, regardless of his/hers years of City service, will 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.

Deferral

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. Once payments are initiated, coverage shall be continuous. 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. It is understood that accumulated deferred contributions may not purchase the same number of months of health insurance contributions as non-deferred contributions.

*Sally R Smith*  
*Willco*  
*E. Rancias*  
*Dryfus*

*HSM*  
*12-02-04*

## 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 10 hours or 9.5 hours of work which does not include unpaid lunch breaks. If agreed, at least one such pilot program shall be with Local 1510 and at least one other with Local 1637. The parties may agree to investigate other alternate work schedules. 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:

Minimum hours worked per pay period	80 hours for shift employees, 75 hours for non-shift employees
Overtime	
First Day	1 ½ x
Second Day	1 ½ x
Third Day	2x
Leave/Time Calculations	Minimum of half-hour increments
Funeral Leave	Full Day
Administrative Leave	32-hour allotment will be divided by the normal daily scheduled hours and taken in whole day increments. Any remainder must be combined with other accrued discretionary leave, e.g., vacation, to make up a whole day's leave.
Sick Leave	Certification required after 16 hours of Sick Leave Usage
<b>Holiday Pay</b>	
• If holiday falls on regular work day & employee is off	Holiday Pay for full day
• If holiday falls on regular work day & employee does not work b/c of approved leave	1 <sup>st</sup> 8 hours – holiday pay any hours after 8 – other accrued leave charged
• Holiday falls on regular workday & employee works	Normal OT compensation for hours worked (1½ x for first full shift, 2 x for any hours over regular shift) & additional 8 hours of holiday pay
• Holiday falls on regular day off & employee does not work	Additional 8 hours of holiday pay
• Holiday falls on regular day off & employee works	Normal OT compensation for hours worked (1 ½ x for first full shift, 2 x for any hours over regular shift) & 8 hours of holiday pay

*Sullivan R. Smith*  
*William B. [Signature]*

*E. R. [Signature]*  
*[Signature]*

*HSM*  
*12-02-04*



## SICK LEAVE SHORT TERM DISABILITY PROGRAM

Current Employees: Employees hired prior to implementation of the sick leave short term disability program shall continue to accrue and use sick leave per the 2000-2004 collective bargaining agreement.

The City will provide to all full-time employees represented by District Council 33 the following disability benefits described below at no cost to the employee. 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. All presently banked sick time will be permitted to be used to reduce the waiting periods for short term disability.

New Employees: All employees hired after the implementation of the Sick Leave Short Term Disability Plan, and other employees who elect the option of entering the plan, shall be subject to the following Sick Leave Short Term Disability Plan.

All full-time employees will earn twelve (12) sick days annually at the rate of one day per month; 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.

*Shelley Smith*  
*William B*  
*Jeff*

*E. R. Rives*

*HJM*  
*12-17-04*

**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 credit will be granted for blocks of less than fifteen (15) days to the extent administratively feasible. After exhausting the normal post-retirement City contribution, the employee shall draw down from the values of the sick leave terminal pay at the then current rate of the City contribution.

*Tully Smith*  
*William B*  
*E. Rausies*  
*Dejha*

*HSM*  
*12-17-04*

## WORKPLACE VIOLENCE PREVENTION

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.

### Part A:

Employees share in the responsibility for maintaining a safe work environment.

### Part B:

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

The Committee comprising 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 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 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.



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If the Committee is unable to reach an agreement on the workplace violence protocol and program, the issue will be referred to an impartial arbitrator.

Gulley R Smith  
W. J. [unclear]  
E. R. [unclear]  
[unclear]

HSM  
12-02-04

**DRUG AND ALCOHOL POLICY IMPLEMENTATION**

The parties agree to adopt the attached Drug and Alcohol 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.

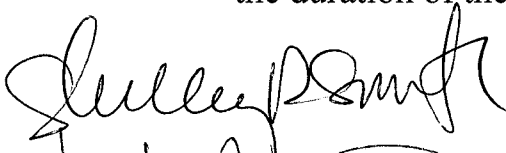

Consistent with the Policy, the City will propose "safety-sensitive" positions for inclusion in the Random Testing Program. The Committee will discuss these proposed positions and, if no agreement is reached, the positions will be presented to the neutral arbitrator as provided in the policy.

*Sully Smith*  
*William B*  
*E. Rawlins*  
*[Signature]*

*HSM*  
*12-02-04*

**FMLA LEAVE**

1. Within five work days after an employee is granted family medical leave without pay or after the employee's return to duty from FMLA leave without pay, the employing departments will forward notice of such to the Union and to the City Finance Department.
2. In accordance with federal law, employees who utilize unpaid FMLA leave shall be treated as if they are on an unpaid leave of absence, except the City shall continue to make Health and Welfare contributions to the District Council 33 Health and Welfare Fund for the duration of their FMLA leave entitlement.

E. Rouse



HJM  
12-04-02

**TRAINING ON THE HAY COMPENSATION SYSTEM**

The City will offer the union training in the Hay Evaluation System used by the City to the Business Agents and Presidents for each Local. This training will be offered twice between January 1, 2005 and June 30, 2005, to be scheduled at mutually convenient times.


*William B. Smith*  
*William B. Smith*

*E. Ram Liao*  
*E. Ram Liao*

*HSM*  
*12-04-04*

**COMPARABLE WORTH**

The current language in the contract shall be modified to provide \$50,000 over the term of the contract for training programs and initiatives established under the previous comparable worth litigation settlement.

  
Selley R. King  
E. Raines  
H. S. King



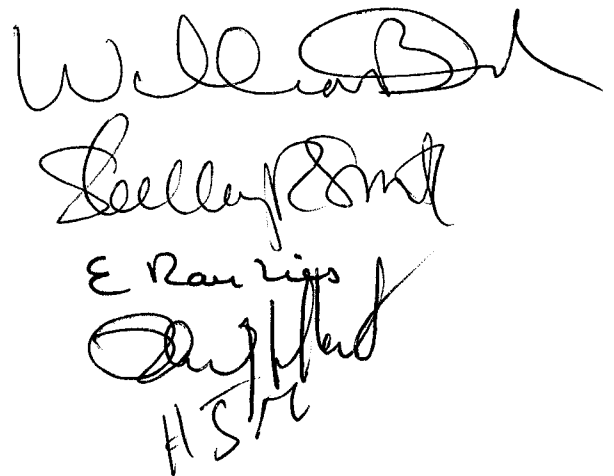
**TOOL ALLOWANCE**

Effective July 1, 2005, the existing tool allowance for the following classes shall be replaced with a new annual tool allowance in the amount of Two Hundred Fifty Dollars (\$250.00) for the purchase and replacement of any job-related tools:

- 7F02 Automotive Maintenance Technician
- 7F03 Heavy Duty Vehicle Maintenance Technician
- 7F04 Automotive Mechanic
- 7F06 Automotive Maintenance Team Leader
- 7F15 Auto Body Repair Technician
- 7F21 Automotive Painter
- 7F24 Automotive Equipment Inspector
- 7Q37 Prison Trades Worker II (Automotive)

It is expected that each employee in the above-listed classes shall maintain a full set of tools.

The City will make its best efforts to pay the agreed upon tool allowance as soon as possible in each fiscal year, but in no event later than October 15<sup>th</sup> of each year.



W. J. [Signature]  
Sally [Signature]  
E. R. [Signature]  
[Signature]  
H. S. [Signature]

**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 33 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.

Gulley Smith  
Willard

E. Raynes  
Raynes

HJM  
12-02-04

**CITY OF PHILADELPHIA**  
**DRUG AND ALCOHOL**  
**POLICY**

December 1, 2004

HJM



## **INTRODUCTION**

Alcohol and drug abuse has become a very serious social, medical and economic problem in America pervading every area of life. More specifically, substance abuse can have an adverse effect on work performance, the quality and quantity of services provided to the citizens of the City of Philadelphia, and the health and welfare of employees. Further, substance abuse contributes to increasing the cost of medical benefits.

Therefore, in accordance with the Drug Free Workplace Act, and pursuant to negotiations with applicable bargaining units, the City of Philadelphia adopts the following Drug and Alcohol Abuse Policy, which shall apply to all non-uniformed employees in and applicants to positions in the City of Philadelphia, with the exception of employees covered by the Drug and Alcohol Testing Policy for Operators of Commercial Vehicles.

## **DRUG/ALCOHOL POLICY**

### **I. PURPOSE**

- To establish that all of the premises and motor vehicles used by the City of Philadelphia, whether owned or leased, for any program of activity of the City of Philadelphia shall be maintained as drug and alcohol free workplaces,
- To provide a framework that will enable departments and agencies in City government to establish and maintain a safe, drug free work environment,
- To provide consistent and relevant guidelines for all non-uniformed City employees covered by this policy regarding alcohol and drug use situations,
- To encourage employees with substance abuse problems to attend rehabilitation, and to give those employees the opportunity to remain employed.

### **II. POLICY**

The possession, manufacture, transfer, distribution, dispensing, sale, or use of prohibited substances or alcoholic beverages is strictly prohibited while on City premises; or during any working hours; or while driving City-owned or -leased motor vehicles; or while driving personal motor vehicles, owned or leased, while conducting City business. This includes during lunch and break periods.

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.

Employees who believe supervisors are in violation of this policy may report the violation to a DAEPP – trained supervisor, or to the ADA Officer, who will take further action consistent with the applicable drug and alcohol policy. The identity of the employee who made the report will

not be disclosed and will be kept confidential. The employee who makes the report will not be discriminated against or retaliated against in any way for making the report.

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 at part 40.29 of Title 49 of the federal regulations. 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 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. If the employee is unable to function in his/her position as a result of taking prescribed medications, the employee may be temporarily transferred to a different position or shift, if one is available, until able to resume his/her regular job duties.

### 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 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.

C. Drug and Alcohol Abuse Education for Employees

The Drug and Alcohol Policy Committee described in Section V.B.1 below shall discuss the creation of an employee education program aimed at making employees aware of the negative effects of drug and alcohol abuse and the availability of treatment options.

**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 requested 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, currently-observed, detailed 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 if the employee is on City property and ready to perform or immediately available to perform work.

- f. 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.
- g. 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.
- h. 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.
- i. 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 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. The number of employees who are subject to testing and the number of employees who have been tested will be forwarded to the Union annually.

### **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; or
  - 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. Except in exceptional circumstances, the request will be approved the first time an employee requests leave for treatment.
  - c. **Employees who comply with this policy will not be penalized for voluntarily seeking treatment.**
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 randomly 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 test results to the Department of Human Resources Unit or the ADA/Personnel Officer.
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. The employee will be carried in paid status during the testing process until such time as the impairment is confirmed or the employee is returned to duty.
2. 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.
3. 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, the 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. The employee will be advised of his/her right to challenge the test results. The employee will be required to pay for the second test. If the results of the second test are negative, the City will reimburse the employee the cost of the second test. The specimen must be tested in one of three federally certified labs other than those currently used by MEU.
  - 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 marijuana metabolites,<sup>1</sup> cocaine metabolites,<sup>2</sup> opiate metabolites, phencyclidine, and amphetamines. Positive threshold levels can be found at part 40.29 of title 49 of the federal regulations. As "drugs of choice" change, the City may include additional items in the testing list.

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<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>2</sup> Benzoyllecgonine

## **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. Employees who comply with this policy will not be penalized for voluntarily seeking treatment.

## **IX. DISCIPLINE**

An employee found in violation of this policy, or found to have engaged in criminal drug conduct in the workplace, may be subject to appropriate discipline for just cause. 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](http://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:** D.C. 33 members have counseling and referral services available through their health care provider.

**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:** The Streets Department has its own Employee Assistance Program. Streets Department employees should contact their ADA or Human Resources Officers for additional information.

#### **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 1-877- 9-Dial AA

Web Site [www.sepennaa.org](http://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 will result in a positive test result.**



**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:	<b>During City business days 8:00 am – 5:00 pm employee must be escorted to:</b> Employee Medical Services Unit 1901 Fairmount Ave. 685-2900 _____ <b>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</b>
Employee Escorted by	_____ EMPLOYEE <b>MUST</b> BE ESCORTED TO THE SITE.
Date/Time of Arrival at Test Site	_____ am/pm Test Administered _____ am / pm
<b>Employee to be tested for Both Alcohol &amp; Controlled Substances</b>	

<b>Appearance:</b>	normal _____	sleepy _____	cleanliness _____
	tremors _____	Other Description _____	
<b>Behavior:</b>	normal _____	erratic _____	irritable _____
	lethargic _____	Other Description _____	
<b>Speech:</b>	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 \_\_\_\_\_

<b>ONLY complete the following section if the employee was <u>NOT</u> tested for alcohol within two hours of the determination. Do <u>not</u> 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:</b>	
Sign _____	Print Name _____
Title _____	Payroll Number _____

**ATTACHMENT VI**

**THIS FORM IS TO BE USED TO TRACK ATTENDANCE OF EMPLOYEES WHO MUST ATTEND AFTERCARE MEETINGS.**

Meeting verification form for (First Name)		(Last Initial)		
Meeting Leader Signature	Address of Meeting	Type (AA, NA, GA)	Date	Time