

**MEMORANDUM OF AGREEMENT**

**DISTRICT COUNCIL 33 AND THE CITY OF PHILADELPHIA**

**OCTOBER 15, 1992**

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**TERM** 4 years (July 1, 1992 - June 30, 1996).

**WAGES**

1. No increase in base wage rates during the first two years of the contract.
2. 2% effective April 1, 1995  
3% effective April 1, 1996.
3. 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 or her longevity step.

**HEALTH AND WELFARE**

1. The Union will have the choice of accepting the new City of Philadelphia Managed Care Program (a summary description of this program appears below, the "City Program", but will not be made a part of the integrated agreement) or converting its current health plan to a jointly administered plan (as defined below, the "Joint Program") with a monthly \$360.00 per employee payment (the "Monthly Payment") to the Health and Welfare Fund for FY 1993 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.
2. JOINT ADMINISTRATION

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

- A. The City may appoint up to twenty percent (20%) of the board of trustees for the Union's health and welfare funds (the "Board of Trustees").
- B. 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 JFK Hospital and 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. No City representatives

shall sit on the board of trustees of JFK Hospital.

- C. 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.
- D. All funds paid to District Council 33 by the City under this Agreement shall be held in trust by District Council 33 subject to normal fiduciary standards and shall be applied only for the purpose of providing health and welfare benefits to members of District Council 33 and administrative costs.

3. NON-DUPLICATION OF BENEFITS

Beginning July 1, 1993, the following non-duplication rules shall apply in both the City Program and the Joint Program. Where any School Crossing Guard is eligible for coverage by any health insurance program (whether funded by City contributions or not) such School Crossing Guard shall not be eligible for coverage under the City Program or the Joint Program, and the City shall not be obligated to make any contributions to the Joint Program on behalf of such School Crossing Guard.

4. 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.

- 5. Health and welfare benefits for School Crossing Guards shall be retained subject to the provisions of paragraph 3 above.



6. There shall be no change in retiree health and welfare payments made by the City, except that retirees shall be in one of the above described plans and subject to the provisions of paragraph 4 above.

## **DISABILITY PROGRAM**

### **A. GENERAL**

The changes in benefits below require related changes to Civil Service Regulation 32 and to the Pension Ordinance. This contract mandates such changes and acts as the governing regulation until such changes are made.

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 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 two dollars in outside earnings. This offset shall continue for the duration of the disability benefit.

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 earned income offset outlined above.

D. DUPLICATION OF BENEFITS

The City and the unions 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 unions 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 employees reach the minimum retirement age for their position and pension plan.

**LIFE INSURANCE**

Retain benefit for employees who retire after June 30, 1992.

**HOLIDAYS**

1. Eliminate 2 of the 14 existing holidays (Lincoln's Birthday and Flag Day) beginning in FY 1993; eliminate one additional holiday (Election Day) beginning in FY 1994; and eliminate one additional holiday (Veterans' Day) beginning in FY 1995.
2. Keep administrative leave days at 3 per year. Beginning July 1, 1993, the number of administrative leave days shall increase to 4 per year.

**SICK LEAVE**

1. Current employees shall continue to accrue 20 days per year, accrued as now on a monthly basis. Employees hired or rehired on or after October 1, 1992 shall accrue 15 days per year, accrued as now on a monthly basis.
2. Eliminate 2 hour uncharged leave.
3. The current sick leave policy shall be deemed to reckon occasions and violations 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.
4. Employees who have been determined to be permanently disabled by the City with a non-service injury or illness may be separated from employment pursuant to the provisions of Civil Service Regulation 17.07.

**LEGAL PLAN**

Beginning October 1, 1992, the City will contribute \$10.00 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.

**PENSION**

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.

**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, 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.

**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.

## TRANSFERS

The parties agree that Civil Service Regulation 13 permits the City to transfer an employee within his or 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 or her classification on a temporary basis to another division or unit within his/her department, or to any other department, board or commission.

## WORK SCHEDULES

1. Departmental committees to discuss work schedule proposals:
  - (a) If no agreement parties may go to a citywide committee.
    - (1) 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.
    - (2) If no agreement on Union proposals: parties must reach agreement.
  - (b) 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.

- (c) In the event that any schedule change referred to in subparagraph (b) above requires an employee to work two different starting times in a work week, then the following procedure shall apply:
  - (1) Each Department shall establish work shift volunteer lists for each work unit at the work location where the employees regularly work.
  - (2) Employees on the work shift desired list shall be selected in order of their seniority within each classification.
  - (3) 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.
- (d) Employees will be excused from the schedule change for hardship, provided that this is consistent with the Department's operational needs.

#### **REVIEW OF CLASSIFICATION, 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 review of job classifications for the next sixty (60) days. If an agreement is reached within that time frame, it shall become part of the contract. If no agreement is reached, then the following language shall become part of the contract:

#### **REVIEW OF CLASSIFICATION, SPECIFICATION REVISION AND PAY CHANGES**

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. 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 decisions shall be final.

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

#### **OVERTIME**

Overtime work for regular full-time employees shall be assigned in accordance with the following:

- A. Each department shall establish departmental work site and shift volunteer overtime lists in the work location where the employees regularly work.
- B. Employees on the overtime desired lists shall be selected in order of their seniority within each classification on a rotating basis.
- C. 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.
- D. 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.
- E. 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.



- F. 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.

#### NO LAYOFF CLAUSE

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 33 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 33 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 33 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 33 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 33 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 contractors who are hiring new employees to perform services or functions called for in any contracting proposal which requires layoffs of employees to give hiring priority to any employees displaced as a result of that contracting out, 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.

#### GRIEVANCE PROCEDURE

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 the grievance procedures. Only the Union may take a grievance to arbitration.

Only the Union may enter the grievance procedure at Step 3 or Step 4, whichever is appropriate, concerning any grievance 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. Unless a grievance meets these standards, it must be filed at the lowest appropriate step in the grievance procedure.

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 twenty (20) days after the occurrence giving rise to the alleged violation or within twenty (20) days after the employee knew or had reason to know of the event giving rise to the grievance, submit the grievance to the immediate supervisor. The immediate supervisor shall provide a written reply within fourteen (14) days of submission. In the event of a failure to resolve or respond, the Grievant or Union may process 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 Union Representative may refer the grievance, in writing, within fourteen (14) days of the Step I answer (or its due date) to the Division Head, the equivalent level of authority or his authorized representative for resolution. The Division Head shall provide a written reply within fourteen (14) days of submission. In the event of a failure to resolve or respond, the Grievant or Union may process 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 Union Representative may refer the grievance, in writing, within fourteen (14) 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 designee, the Personnel Director or his designee, the appropriate Union official and the aggrieved. The Department Head shall provide a written reply within fourteen (14) days of the submission of a grievance. In the event of a failure to resolve or respond, the Grievant or Union may process the grievance to Step IV at the end of the above time period.

STEP IV

If the grievance is not resolved or no reply is given the Grievant, it may be referred by the Union within twenty (20) 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 designee, the appropriate Union official(s) and a representative of the Department within ten (10) days of the presentation of the grievance at this step. The Personnel Director shall provide a written reply within twenty (20) days of the date of the above meeting.

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.

#### STEP VI

If a grievance concerning specific contract language is not resolved within one hundred and sixty-five (165) days of the initiation of Step I (excluding documented extensions) and after having been fully processed through Step IV, the Union may within fifteen (15) days of the Step IV answer or the Step V conclusion, if the step is utilized, refer the grievance 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.

#### 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. Any back pay awarded or as result of a settlement shall be less any unemployment compensation and 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.

#### B. 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.

#### CONTRACTING OUT

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 33, only if: (i) the work can be performed more economically by a union contractor (or other contractor in the event no union contractor is available) as opposed to employees represented by the Union; and (ii) the City shall give the District Council no less than thirty (30) days prior written notice 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 a union contractor (or other contractor in the event no union contractor is available) 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.

**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.

**PAST PRACTICES****1. 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:

- a. Require employees to complete basic reports to monitor and encourage productivity including but not limited to log books and trip sheets;
- b. Eliminate unnecessary composting of sludge at the Water Department's SPDC prior to removal of the sludge to a landfill ("touch and feel");
- c. Utilize seasonal employees to perform work with power equipment in Fairmount Park, provided, however, that use of seasonal employees shall not result in the contemporaneous layoff of bargaining unit members; and
- d. Control the scheduling of paid breaks.

**2. 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, then the disagreements shall be submitted to a mutually agreed upon neutral tie breaker who shall be required to resolve fully the issues in dispute within ten (10) days of the date of submission.



**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 33; provided, however, that the issue of contracting out shall be the subject of mandatory bargaining between the successor entity and District Council 33.



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. In consideration for the provision of Paragraph 2a, above, it is agreed that the City shall maintain the level of Block Cart Operators in the Streets Department, Sanitation Division as existed on October 1, 1992, subject only to attrition and the City's limited right to lay off as set forth in this Agreement.
6. This Article replaces the Successor Clause in the Parties' expired Agreement.
7. 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.

#### **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.

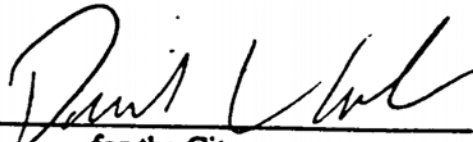
**FUNERAL LEAVE**

The definition of "immediate family" for the purpose of Funeral Leave shall be expanded to include grandparents and grandchildren.


**MASTER AGREEMENT**

1. Any provisions of the parties' collective bargaining agreement which expired on June 30, 1992 not modified or deleted by this Memorandum of Agreement shall be in full force and effect and be made part of a fully integrated agreement.
2. By no later than December 15, 1992, the parties agree to meet, prepare, and sign a fully integrated agreement consistent with this Memorandum of Agreement.

SIGNATURE PAGE OCTOBER 15, 1992

  
for the City

  
for the City

  
for the City

\_\_\_\_\_  
for the City

  
for the District Council

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for the District Council

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for the District Council

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for the District Council

### SIDELETTERS

1. Existing contractual sideletters are replaced with applicable provisions of the Management Rights proposal.
2. Concerning the sideletters entered into by the City and the Union on July 19, 1986 with respect to Local 1637 and Local 403 (the "Sideletters"), the City and the Union agree as follows:
  - a. A joint labor-management committee consisting of three (3) representatives from Local 1637 and three (3) representatives from the City shall meet within the next thirty (30) days to design and implement a TQM program for the Department of Public Property.
  - b. If as a result of this process the City in its sole discretion determines that it is more economical for automotive parts rebuilding to be performed by bargaining unit members rather than by outside contractors, the City shall cease the contracting out of this work and make the necessary expenditures to perform such work with City employees. Any determination by the City regarding the foregoing shall not be subject to the grievance and arbitration procedure of this agreement.
  - c. Local 1637 and Local 403 shall receive \$125,000 each by January 1, 1993 in settlement of all claims for back dues.
  - d. In consideration of the above, and the letter dated October 6, 1992 from Alan J. Davis to James Sutton, the City is released from its obligations under the Sideletters, and from any and all claims which the Union now has or may have arising out of the Sideletters, including but not limited to arbitration awards and orders of the Pennsylvania Labor Relations Board.

SIDELETTER HEALTH COVERAGE FOR UNION DROPS

Notwithstanding any language to the contrary, the City shall not make contributions to the District Council 33 Health and Welfare Plan on behalf of bargaining unit employees who are not, or cease to be members of the Union. Said employees shall instead be covered by a City-administered health and welfare plan.

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 33

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 33 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 33 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 33 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 33 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 1992 Memorandum of Agreement between the City and District Council 33 dated October 15, 1992 (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. 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 three member coordination group (the "RGI Committee"). One member will be named by the City and one member named by the Union. The two representatives of the parties shall select the third 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). 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 33, only if: (i) the work can be performed more economically by a union contractor (or other contractor in the event no union contractor is available) as opposed to employees represented by the Union; and (ii) the City shall give the District Council no less than thirty (30) days prior written notice 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 a union contractor (or other contractor in the event no union contractor is available) 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 agree 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 33 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 1992-1996 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.

## **MILEAGE**

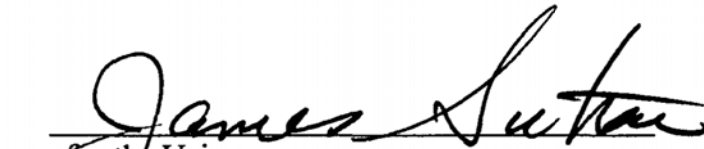
When privately owned passenger vehicles are used for official business under proper authorization, the rate of reimbursement shall be thirty-one cents (31¢) per mile. The Department will process reimbursement requests in a timely manner.

## **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.


### CONTINUITY OF BENEFITS

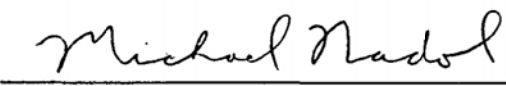
Except as modified by this Memorandum of Agreement, all terms and conditions of the collective bargaining agreement between the City and the Union covering the period July 1, 1992 through June 30, 1996 which do not contain a specific expiration date shall remain in full force and effect for the term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

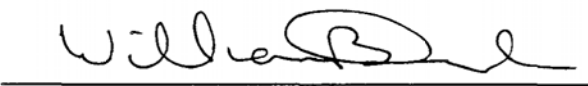
  
for the Union

  
for the Union

  
for the Union

  
for the City

  
for the City

  
for the City

## SETTLEMENT AND RELEASE

In consideration of the implementation of the RGI initiative, District Council 33 agrees to withdraw, with prejudice, all grievances, arbitrations, and unfair labor practice charges arising out of any contracting out initiative actually implemented by the City before the date of this agreement, including the following:

### DC 33 PENDING GRIEVANCE

FLEET

SNOW PLOWS

### DC 33 PENDING ARBITRATIONS

1092	91	REVENUE COLLECTION	REVENUE
1187	92	1600 ARCH STREET	PROPERTY
1657	92	TRANSFER STATION	STREETS
0007	93	PRINT SHOP AND WAREHOUSE	PROCUREMENT
0125	93	MAILING BILLS	REVENUE
0536	93	CITY HALL AND CONCOURSE	PROPERTY
1122	93	COLLECTION OF TAXES	REVENUE
1675	93	TURF	FAIRMOUNT PARK
0184	94	PRISON FOOD	PRISON
1041	94	PRISON COMMISSARY	PRISONS
1045	94	MOWING	FAIRMOUNT PARK
1274	94	WATER AND SEWER ACCOUNTS	REVENUE
1899	94	MAINTENANCE & CUSTODIAL AT MSB	PROPERTY
1941	95	MAINTENANCE AT CFCF	PRISONS
0327	96	CONVERSION OF CIRCUITRY	AIRPORT

### DC 33 PENDING UNFAIR PRACTICE CHARGES

PERA 050 94 E  
PERA 051 94 E  
PERA 071 94 E  
PERA 084 94 E  
PERA 255 94 E  
PERA 276 94 E  
PERA 270 95 E  
PERA 404 95 E  
PERA 454 95 E

RFI WATER & SEWER  
RFI TRANSFER STATION  
RFI POWER PLANT  
NOTIFICATION  
FPC KO INFO  
NOTIFICATION  
RFI  
INFO REQ  
RFI - MSB

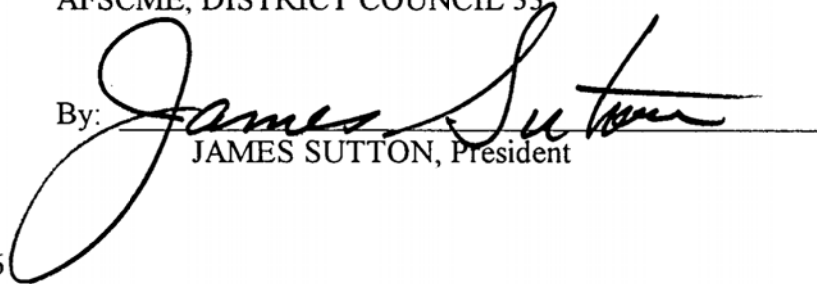


To the extent that the Union or the City wishes to discuss further any of the issues included in the above grievances, arbitrations, and unfair labor practice charges, those issues will be discussed by the RGI Committee, but in no circumstance may any grievances or unfair labor practice charges be filed arising out of any contracting out initiative actually implemented by the City before the date of this agreement.

This agreement binds District Council 33 and all of its local affiliates.

AFSCME, DISTRICT COUNCIL 33

By:

A large, stylized handwritten signature in cursive script, appearing to read "James Sutton", is written over a horizontal line.

JAMES SUTTON, President

DATED: JUNE 30, 1996

*fm*

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 33

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**

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 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 33 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 33 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 33 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 33 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.

**C. 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 33 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 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, 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.

**UNIFORMS**

The clause providing for a uniform allowance shall be amended to include the classifications of Health Care Aides and Medical Assistants.

**COMPARABLE WORTH**

The City shall provide up to \$100,000 over the term of the contract for training programs and initiatives established under the previous comparable worth litigation settlement.

## **CATASTROPHIC LEAVE BANK**

The City and the Union will establish a program to permit employees covered by this Agreement to donate accrued vacation leave to a leave bank. The program shall be administered by a joint labor management committee consisting of three (3) members appointed by the Union and three (3) members appointed by the City. The program shall be subject to the following rules:

1. Each year during the period of January 1 to March 31, employees may contribute accrued vacation leave to the leave bank.
2. Employees may only donate earned accrued vacation leave and must indicate such voluntary, irrevocable transfer in writing. Employees may contribute from one to five days in whole day increments only.
3. Eligibility for a transfer of vacation leave shall be limited to employees who have donated a vacation day to the leave bank in the last contribution period. Only employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave are eligible for a grant of leave time from the transfer of leave bank.
4. The committee shall have the sole authority to determine eligibility for a grant of leave. The committee shall review applications from employees for a grant of leave from the leave bank and determine the amount of leave to be granted. Grants of leave shall be limited to a maximum of thirty (30) leave days. Employees may apply for a maximum of two grants during a calendar year.
5. Employees receiving such transferred leave shall only be credited in accordance with the Civil Service Regulations governing maximum leave accrual.

If an employee who has received transferred leave separates from City service for any reason, there shall be no payment for unused transferred leave. Unused transferred leave shall be returned to the leave bank. No aspect of this benefit shall be subject to the grievance procedures.

## **REDUCTION OF SICK LEAVE USE**

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss ways to reduce sick leave use.

## **DRUG AND ALCOHOL COMMITTEE**

The City and the Union agree to establish a joint committee with three (3) representatives of the City and three (3) representatives of the Union to develop a City-wide drug and alcohol policy.

## **BARGAINING UNIT WORK**

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.

## **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."

## **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.

## **INCENTIVE SYSTEMS**

A joint committee of an equal number of representatives of the City and the Union shall be created to explore the implementation of incentive and bonus systems.

## **CAREER PATHS AND TRAINING**

A joint committee of an equal number of representatives of the City and the Union shall be created to discuss training and the establishment and definition of career paths for all job classifications.

## **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.

## **CORRECTIONAL OFFICERS**

1. The pay range for correctional officers shall be revised as follows:

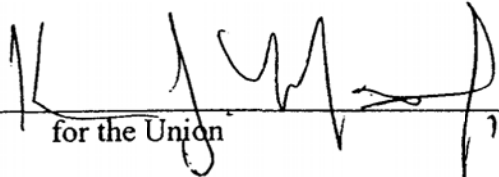
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$27,485	\$29,851	\$30,778	\$31,709	\$32,657

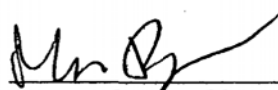
(3/15/00 Rates)

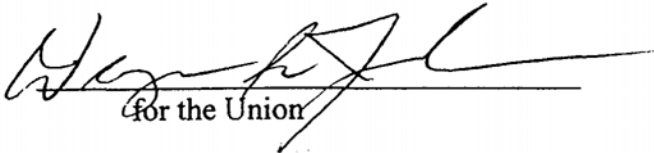
- The classification of correctional officer trainee shall be abolished.
2. The correctional officer uniform maintenance allowance shall be increased from \$125 per year to \$175 per year.
  3. A joint committee on staffing shall be established.

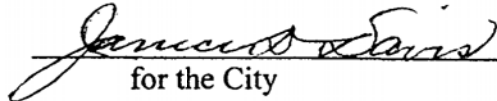
## CONTINUITY OF BENEFITS

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



**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.

HSN-09  
12-17-09  
Kelly Smith  
William B  
E. Rausier  
C. Smith

## 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

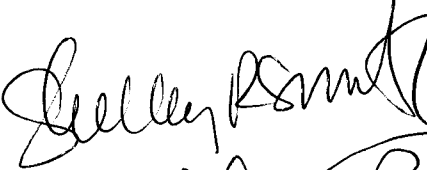

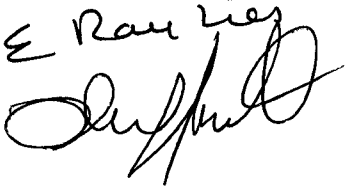
The City and District Council 33 agree to resume collective bargaining with regard to wages in the third and fourth years of this collective bargaining agreement to discuss providing additional compensation in the event that the cumulative general fund balance exceeds 5% of total general fund obligations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

*E. R. Davis*  
\$750  
12-17-04  
*Seeliger*  
*W. B. [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. Rausier  


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.


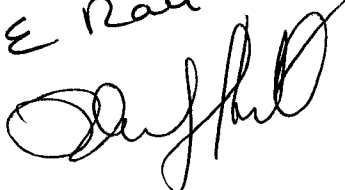
### Survivors

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.

Julley R Smith  
W D   
E Rausies  


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.

*Shelly R Smith*  
*Will Coyle*  
*E. Rancie*  
*Shelly R Smith*

*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.*

*E. R. R. R. R.*  
*Chapman*

*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.

*Shelly Smith*  
*William B.*  
*Jeff H.*

*E. Ramirez*

*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  
Olyf

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.



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. Smith  
E. R. Smith  
D. J. Smith

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.

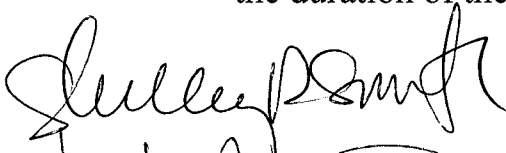

Consistent with the Policy, the City will propose "safety-sensitive" positions for inclusion in the Random Testing Program. The Committee will discuss these proposed positions and, if no agreement is reached, the positions will be presented to the neutral arbitrator as provided in the policy.

*Gulley Smith*  
*Willard*  
*E. Ramirez*  
*[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



HTM  
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.


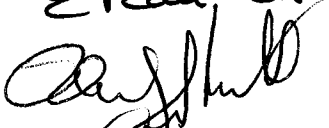
Debbie Smith  
W. Dean B.

E. Ram Liao  
D. H. H.

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.

  
W. B. Ramey  
E. Ramey  
  
H. S. Ramey



## **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.

Shelley Smith  
Willie B

E Raynes  
Raynes

HJM  
12-02-04

**CITY OF PHILADELPHIA**

**DRUG AND ALCOHOL**

**POLICY**

December 1, 2004

HTM

WCB

## **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> Benzoylecgonine

## **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

## ALCOHOL AND CONTROLLED SUBSTANCE TESTING

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**

Other Observations: \_\_\_\_\_

Witnessing Employee \_\_\_\_\_ Payroll Number \_\_\_\_\_ Date of Training \_\_\_\_\_

**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 \_\_\_\_\_

## ATTACHMENT VI

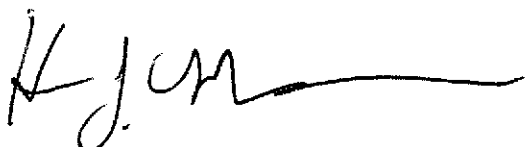
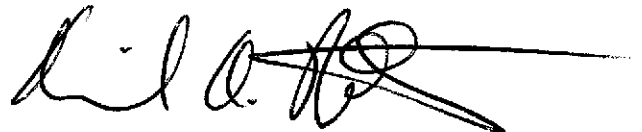
**THIS FORM IS TO BE USED TO TRACK ATTENDANCE OF EMPLOYEES WHO MUST ATTEND AFTERCARE MEETINGS.**

[illegible]

**MEMORANDUM OF AGREEMENT**

**BETWEEN  
DISTRICT COUNCIL 33  
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.

## **COMPENSATION:**

The parties agree to the following compensation package:

1. The City will contribute \$975.76 per member per month to the DC 33 Health & Welfare Fund effective July 1, 2008, which is in line with the Fund's anticipated cost.
2. All permanent full-time employees in classes represented by District Council 33 except employees who are guards within the meaning of the Public Employee Relations Act including those within Local 159B 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.
3. 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.
4. Bonuses for part-time employees and school crossing guards shall be paid in accordance with the parties' practice from 2004.

**HEALTHCARE:**

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:

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.

**COMPARABLE WORTH:**

The City shall provide up to \$50,000 over the term of this Agreement for training programs and initiatives established under the previous comparable worth litigation settlement.

## **COMPENSATORY TIME:**

The following language shall be added to the contract under overtime:

### Compensatory Time

1. Employees may request compensatory time in lieu of overtime pay to which they would otherwise be entitled. When granted, compensatory time shall be earned at the same rate as cash overtime under the terms of the existing contract.
2. An employee's request to receive compensatory time in lieu of overtime must be made in the time and manner set by the Department for doing so. The Department has the sole discretion to grant the employee's request for compensatory time on a case-by-case basis or to pay the employee cash overtime at the appropriate rate. Departments will make reasonable attempts to accommodate such requests consistent with the Department's operational needs.
3. Employees may accumulate no more than one hundred twenty (120) hours of compensatory time at any given time, exclusive of holiday compensatory time.
4. Employees must seek permission from their Department to use accumulated compensatory time. Departments will make reasonable attempts to accommodate such requests consistent with the Department's operational needs.
5. Employees will be compensated for any accumulated, unused compensatory time at separation from employment.
6. Denials of requests to earn or use compensatory time under this section shall be at the discretion of the Department.

## **HOLIDAY COMPENSATORY TIME:**

The following language shall be added to the contract under holidays:

### Holiday Compensatory Time

1. If a scheduled holiday falls on the scheduled day off of an employee who is defined as a shift worker under the terms of the applicable Civil Service Regulations, the employee may request to receive holiday compensatory time on an hour-for-hour basis in lieu of holiday pay for that day. The employee must make such a request within the time period established by his or her Department for doing so. Departments will make reasonable attempts to accommodate such requests consistent with the Department's operational needs.
2. Employees must seek permission from their Department to use accumulated holiday compensatory time. The Department will make reasonable attempts to accommodate such requests consistent with the Department's operational needs.
3. Employees will be compensated for any accumulated, unused holiday compensatory time at separation from employment.
4. Denials of requests to earn or use holiday compensatory time under this section shall be at the discretion of the Department.

**CATASTROPHIC LEAVE BANK:**

The existing pilot program for the catastrophic leave bank shall be extended for the term of this Agreement.

## **FAMILY AND MEDICAL LEAVE ACT:**

During the City's process of review of its Family and Medical Leave Act (FMLA) materials after the Department of Labor issues revised regulations implementing the FMLA, including regulations addressing leave for military families under the National Defense Authorization Act, the City will meet with the Union to discuss the Union's suggestions for making the materials distributed to employees easier for employees to understand.

## **LABOR-MANAGEMENT COOPERATION:**

The following language shall be added to the contract:

### **Labor-Management Cooperation**

The City and the Union recognize that there are a number of 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 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.

## **TOOLS:**

There will be a fifty dollar (\$50) increase in the tool allowance for eligible employees in positions that are currently entitled to such an allowance.

In addition, the following classes shall be added to the list of classes that are currently eligible for the annual tool allowance:

7F18	Automotive Body Repair Team Leader
7H01	Trades Helper
7J05	Machinist
7C38	Heavy Duty Wrecker Operator
7J40	Welder



**UNIFORMS:**

There will be a fifty dollar (\$50) increase in the uniform allowance for eligible employees in positions that are currently entitled to such an allowance except employees who are guards within the meaning of the Public Employee Relations Act including those within Local 159B.

**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.

**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, 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.

# **Joint Labor-Management Healthcare Evaluation Committee**

## **I. Introduction and Establishment**

The City and its Unions<sup>1</sup> provide City employees with healthcare through a City controlled healthcare fund for non-union employees and through Union controlled healthcare funds for union employees, with the City supporting the Union administered funds through per-employee monthly contributions. The funds individually determine health benefits, plan terms, and cost allocation for their member employees, and control their own finances.

The City believes that the escalating expenses associated with personnel costs pose serious challenges to the City of Philadelphia's finances and threatens the City's ability to continue to fund employee healthcare benefits in their current form while maintaining a balanced five-year plan and making the necessary investments to ensure the City's growth. The Unions, on the other hand, believe that their members are entitled to receive these quality benefits as a part of their compensation package from the City and should not suffer any reduction in those benefits.

As a result, both the City and the Unions are interested in taking voluntary proactive measures to ensure that City employees continue to receive both high quality and cost-effective health benefits. To that end, the City and its Unions hereby establish the Joint Labor-Management Healthcare Evaluation Committee ("Committee").

## **II. Guiding Principles**

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

- Maximizing the quality of health benefits for City employees at an affordable cost-effective price is a shared responsibility of the City and the Unions.
- All health plans should be administered according to mutually-recognized industry best practices.
- Decisions about changes in health plans must consider the short-term and long-term impact on the quality and availability of employee healthcare benefits, the financial health of the funds and the financial health of the City, which supports the funds.
- In order to attempt to ensure the quality and cost effectiveness of the healthcare benefits offered by the members of the Committee,

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<sup>1</sup> The term "Unions" refers to: AFSCME District Council 33, AFSCME District Council 47, IAFF Local 22, FOP Lodge No. 5, and the Deputy Sheriffs.

the Committee will be open-minded in its approach, innovative in its thinking and comprehensive in the scope of its considerations.

### **III. Membership**

Within ten (10) days of its execution of the Agreement, each of the City's Unions will appoint one (1) member to serve as the Union's representative on the Committee. Should any Union choose not to participate or to cease participation, the Committee will proceed without that Union's representative. Within fifteen (15) days of each Union's appointment of a representative, the City will appoint one (1) representative for each Union representative appointed, so that there is an equal number of Union representatives and City representatives on the Committee. All time limits may be changed by mutual agreement of the City and the Unions.

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.

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

### **IV. Powers**

In implementing the Committee, the City and the Unions 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, directly or indirectly, to alter or amend in any fashion the existing collective bargaining agreements or arbitration awards between the City and the Unions.

Any discrepancies in language implementing the Committee between the various Unions participating shall be resolved by the Committee. Resolution of such disputes shall be consistent with the immediately preceding paragraph and shall not delay the Committee from carrying out its duties or exercising its powers.

The Committee will have the power to issue non-binding findings regarding the current status of healthcare benefits for City employees and recommendations for maximizing the quality and competitiveness of employee healthcare benefits at an affordable cost.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to request and receive from the City and Union healthcare funds any relevant information including: the plan's terms and conditions of benefits, other documents regarding plan design and benefit offerings, vendor agreements, utilization information, demographics, plan finances and accounting statements, valuations, fees, commissions or other forms of compensation paid directly or indirectly to health benefit advisors, consultants and other professionals, etc. The City and the Union agree that the City and Union healthcare funds will promptly provide

all information requested by the Committee, including taking all necessary steps to ensure that vendors or benefit providers promptly provide requested information in as much detail as the Committee requests (recognizing that the Committee will not request information on individual participants that has not been redacted to protect the privacy of the individual).

All information provided shall be subject to the Confidentiality provision in Section VI. Moreover, any information obtained as a result of participation in the activities of this Committee shall not be used for any purpose in any other proceeding or for any other purpose other than the activities of the Committee.

Appropriate arrangements shall be made by the Committee to insure mutuality of performance in terms of providing the records and information described herein. No party hereto shall be required to perform with any greater promptness or completeness than any other party.

In furtherance of its power to issue non-binding findings and recommendations, the Committee will have the power to spend such monies as are necessary in the advancement of its purpose. The Committee's costs thus incurred 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 current healthcare plans and in considering and crafting its recommendations.

## **V. Operation**

The Committee shall convene its first meeting within fifteen (15) days of the City's appointment of its first representative, unless a different meeting schedule is set by mutual agreement of the City and the Unions, but in no event shall the Committee convene later than September 2, 2008. 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 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 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 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

nonbinding findings and recommendations as described in Section IV. Voting requires that a majority of members (including substitute) be present and that a majority of the members present vote in favor of the action.

## **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. Objectives**

The objective of the Committee is to fully review how the City and Union controlled healthcare funds are currently providing healthcare benefits to City employees, and to make nonbinding confidential recommendations on how to maximize both the quality and cost effectiveness of the healthcare benefits offered to all City employees. The determination as to which, if any, of those recommendations may ultimately be adopted, in whole or in part, shall be left to the sound and exclusive discretion of each party hereto.

As an illustrative but by no means exhaustive list, the Committee is encouraged to consider the effect the following actions would have on both the quality and the cost of employee healthcare benefits:

### **Individual Health Management Programs**

Individual health management program issues include evaluation of the cost and benefit of adopting or expanding upon such employee centric health management programs. These programs often provide such services as personalized



health status and health risk assessments, disease and care advice, management and monitoring, specialized assistance for smoking cessation or weight loss, personalized nutrition or exercise programs, and other important health services. These programs often create “win-win” scenarios, improving the health and quality of life for employees and reducing costs for the funds.

### **Plan Administration**

Plan administration issues include vendor management practices, such as reviewing the negotiation process utilized by the funds and their vendors to establish the vendors’ fees for providing the requested benefits to the funds’ participants, and comparing the rates and fees offered by various vendors for similar healthcare benefits, competitive bidding for vendors, and vendor performance audits; investment strategies such as reviewing the past performance of the funds’ investments as compared to similar investing entities and market performance generally, and analysis of alternative investment strategies that could yield greater or more consistent returns for the funds, potentially offsetting expenses or increasing reserves; and best practices such as eligibility audits and coordination of benefits.

### **Change In Plan Design**

Plan design changes could include, consistent with the demographics and particularized needs of the various funds’ membership, benefit changes, tiers for prescription drugs and mail order drug programs, changing in-network affiliations, creating an independent network and reassessing the healthcare system to be used as the vehicle for providing and managing the benefits [HMO, PPO, POS, etc.].

### **Consolidation**

Consolidation could involve potential options for the integration, in whole or in part, of the City administered healthcare fund and the various Union administered healthcare funds into one or more centrally-administered fund(s). Efficient plan administration being a significant driver of cost savings, consolidating City employees into one or more well-managed unified healthcare plans could provide greater market leverage and purchasing power while also diffusing the risk of catastrophic injuries and high utilization rates. Consolidation into a well-managed fund also carries the potential for greater efficiencies and elimination or streamlining of overlapping and redundant administrative functions.

However, it is recognized that consolidation cannot occur without the consent of all affected Unions.

### **Plan Funding**

Nonbinding plan funding options to be discussed by the Committee could include changing the funding structure, fully self-insuring benefits, altering deductibles and co-payments, or changing coverage maximums. Such modifications need not necessarily be negative in nature in order to achieve cost effectiveness. Further, the

Committee could consider the effectiveness of providing financial incentives to employees who utilize their benefits more efficiently such as by enrolling in a more appropriate healthcare system, actively participating in an individual health management program, utilizing mail-order prescription services, etc.

The Committee is encouraged to consider, in addition to the suggestions made above, any other approaches that might advance the Committee's goal of maximizing the quality and competitiveness of employee healthcare benefits at an affordable cost.

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF PHILADELPHIA AND AFSCME DC 33  
AUGUST 21, 2014**

**TERM:** July 1, 2009 – June 30, 2016

**SCOPE:** The provisions of this Agreement apply to employees represented by District Council 33 who are not eligible for interest arbitration, except that the health and welfare provisions also apply to employees who are eligible for interest arbitration and the interest arbitration panel shall have no jurisdiction to address issues related to health and welfare benefits.

**HEALTH & WELFARE:**

(a) The City will make a one-time lump sum payment to the DC 33 Health Fund ("health fund") of \$20 million within 30 days following ratification of the Memorandum of Agreement.

(b) Effective September 15, 2014, the City's contribution to the health fund will increase to \$1,100 per member per month.

(c) Effective July 1, 2015, the City's contribution to the health fund will increase to \$1,194 per member per month.

(d) To the extent permitted by law, the City will deduct the contributions of members to the health fund on a pre-tax basis, provided that the City shall not be required to make any contribution to the health fund for any member who elects to waive coverage by the health fund.

(e) The existing provisions governing payments on behalf of school crossing guards shall remain in effect.

**WAGES:**

(a) 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 and who are not in a class of employees entitled to interest arbitration shall receive a \$2,800 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 September 1, 2014 will be eligible for the lump sum ratification bonus only if he/she returns to

the active payroll before March 1, 2015 and remains on the active payroll for at least 60 consecutive calendar days.

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

(b) Effective September 1, 2014, there shall be an increase of 3.5% in each step of each pay range in the DC 33 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 33 pay plan.

**LAYOFF:**

Effective upon ratification, employees will be covered by the terms set forth in Civil Service Regulation 16.012 and City Council Ordinance 140206, which respectively change the calculation of layoff scores to use the longevity date in the City's HRIS system for the calculation of seniority credit and amend the DROP ordinance so that temporary layoffs do not constitute a break in service.

**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 33 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.

**OVERTIME:**

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 September 1, 2014. 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.

**COMPARABLE WORTH:**

Remaining, unspent funds allocated under the 2004 and 2008 contracts for training programs and initiatives established under the previous comparable worth litigation settlement will be spent during the term of the contract.

**LIFE INSURANCE:**

Effective January 1, 2015, the City will provide life insurance for full-time employees in the amount of \$25,000 subject to the terms currently in effect, including eligibility.

**LEGAL SERVICES FUND:**

Effective January 1, 2015, the City's contribution to the District Council 33 legal services fund will be \$15 per member per month, subject to the existing rules governing the use of such contributions.

**TOOL ALLOWANCE:**

Effective January 1, 2015, there will be a fifty dollar (\$50) increase in the tool allowance for eligible employees in positions that are currently entitled to such an allowance. In addition, the class of HVAC mechanics shall be added to the list of classes that are currently eligible for the annual tool allowance.

**CHILD CARE COMMITTEE:**

A joint labor-management committee shall be established and shall meet to discuss providing enhanced child care opportunities, facilities and programs for employees.

**ESSENTIAL EMPLOYEES:**

A joint labor-management committee shall be established and shall meet to discuss issues related to essential employees.

**GRANT-FUNDED POSITIONS:**

The parties agree to meet and discuss the implementation of a pilot program regarding grant-funded positions in the Health Department.

**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 33 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, 2016.

**WITHDRAWAL OF LAWSUIT:**

As soon as reasonably possible following ratification of this Memorandum of Agreement, the City shall withdraw its lawsuit seeking permission to implement its final offer in connection with these negotiations.

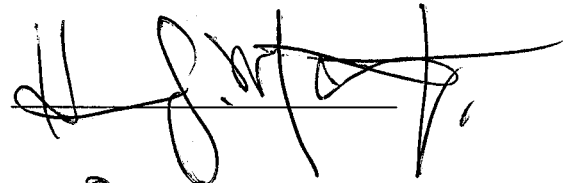
FOR THE CITY:

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FOR THE UNION:

  
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