

MEMORANDUM OF AGREEMENT

AFSCME, DISTRICT COUNCIL 47

AND THE

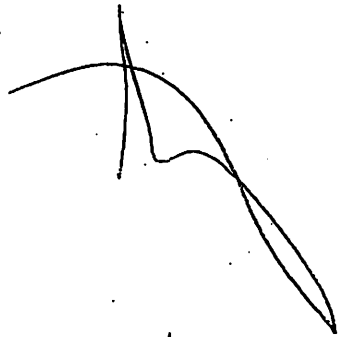
CITY OF PHILADELPHIA

JUNE 30, 2004

Term:

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

Thomas Lane Cronin
Catherine J. Fatt
Michael J. Walsh



Joseph M. Tola

WAGES

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

Thomas Paine Cronin
Catherine D. Fitt
Michael J. Walsh

Joseph M. Tol

REDESIGNING GOVERNMENT INITIATIVE

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

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

Francis Paine Cronin
Catherine D. Smith
Michael J. Walsh

Joseph M. De

HEALTH INSURANCE:

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

Article 28: HEALTH AND WELFARE BENEFITS

Shall be amended as follows:

A. City Contribution:

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

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

D. RETIREES

E. SURVIVORS

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

Thomas Paul Crum
Thomas Paul Crum

Joseph M. [Signature]
118

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

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

Thomas Paine Cronin

Catherine Hecht

Michael J. Walsh

Joseph M. T...

Sick Leave Conversion

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

TPC

B 9/24/07

Thomas Paine Cronin
Catherine J. Smith
Michael J. Walsh

Joseph H. Tolun

8

Timing of Health Care Contributions

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

T.R.

8 9/29/04

Thomas Paine Cronin
Catherine J. DeWitt
Michael J. Walsh

Joseph M. Toth

8

District Council 47 Wage Re-opener

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

Thomas Paine Cronin
Catherine D. Scott
Michael J. Walsh

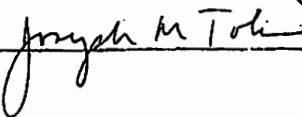
Joseph M. Tola

9

Posting District Council 47 Schedules to the Intranet

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

For the City

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


Date:

For the Union

Judy Hoove

Honors Paine Cronin

Catherine D. Fott

Michael J. Walsh

Date:



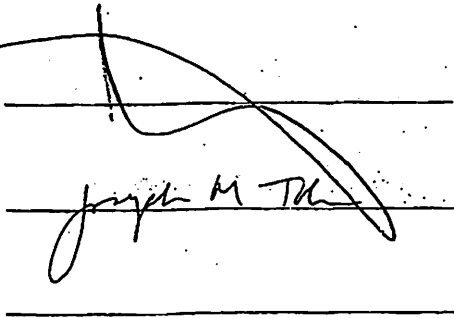
Distribution of E-mail and Internet Policies.

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

For the City

For the Union

12/8/04



Joseph M. Thomas

Judy Hoover

Thomas Paine Crain

Catherine J. Scott

Michael J. Walsh

Date:

Date:

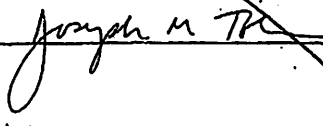


Changes to E-Mail and Internet Policies

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

For the City

For the Union

1/28/04
1/17/04

Date:

Judy Horne
Thomas Paine Center

Catherine D. Fath
Michael J. Walsh
Date:

✶

City Wide Sick Leave Policy – Leave Control Disputes

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

Thomas Paine Cronin
Catherine H. Fott
Michael J. Walsh

Joseph M. P.

TRANSFER OF LEAVE

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

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

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

Thomas Paine Crown
Catherine Scott
Michael Walsh

Joseph M. PA

PA

Agreed 9/28

Union Revised Proposal - 9/27/04

Baseline Medical Monitoring Program

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

Kab 9/28/04

z 9/28/04

Thomas Lane Craven
Catherine D. Scott
Michael J. Walsh

Joseph M. De

Agreed 9/28

Union Proposal #24.9 - IOD Program

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

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

Thomas Lane Cronin
Catherine B. Pratt
Michael J. Walsh

Joseph M. T...

JS

Employee Leave for Disaster Relief Volunteers

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

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

Thomas Lane Cronin

Catherine H. Pratt
Michael J. Walsh

Joseph M. Tolan

Workplace Violence Prevention

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

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

Part A:

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

Part B:

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

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

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

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

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

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

Thomas Paine Cronin
Catherine J. Scott
Michael J. Walsh

Joseph M. TR

RT

Continuity of Benefits

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

Thomas Paine Cronin
Catherine D. Scott
Michael J. Walsh

Joseph M. TR

WAGE REOPENER

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

Thomas Paine Cronin
Catherine Hatt
Michael J. Walsh

Joseph M. TA

8

SETTLEMENT AGREEMENT

BY AND BETWEEN THE CITY OF PHILADELPHIA

AND

AFSCME LOCAL 2187, DISTRICT COUNCIL 47

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

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

Thomas Paine Cronin
Catherine J. Scott

Thomas Paine Cronin

TS

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

Thomas Paine Cronin
Catherine S. Holt
Michael J. Walsh

Joseph M. TRZ

Sick Leave Short Term Disability Program

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

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

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

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

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

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

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

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

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

Thomas Payne Green

District Council 47 Health Insurance Re-opener

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

Thomas Paine Cronin

Catharine D. Scott

Michael J. Walsh

Joseph M. Tol

JK

PILOT WORK SCHEDULES

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

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

Thomas Paine

Work Schedule City-Wide Committee

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

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

Thomas Paine Cronin
Catherine J. Fatt
Michael J. Walsh

Joseph MTR

8

PILOT DRUG AND ALCOHOL ABUSE POLICY IMPLEMENTATION

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

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

Thomas Paine Grecco
Catherine H. Fott
Michael J. Walsh

Joseph M. T...

✍

CITY OF PHILADELPHIA
DRUG AND ALCOHOL
ABUSE POLICY

September 30, 2004

Thomas Paine Crown
Catherine J. Felt
Michael J. Walsh

Joyce M. P.

J

PILOT DRUG AND ALCOHOL ABUSE POLICY IMPLEMENTATION

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

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

Thomas P. Ciesca
Catherine H. Felt
Michael J. Walsh

Joseph M. TRL

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

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

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

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

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

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

III. DEFINITIONS:

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

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

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

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

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

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

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

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

B. The Union Representative's Role

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

V. TYPES OF REQUIRED DRUG & ALCOHOL TESTS

A. REASONABLE SUSPICION

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

(See Appendix V for Reasonable Suspicion Testing Form)

1. REASONABLE SUSPICION TESTING PROCEDURE

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

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

B. RANDOM TESTING

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

SELECTION OF SAFETY-SENSITIVE POSITIONS

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

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

C. POST-ACCIDENT DRUG AND ALCOHOL SCREENING

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

D. RETURN TO WORK

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

VI. TREATMENT OPTIONS/AFTER CARE

A. MEDICAL LEAVE OF ABSENCE

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

B. CONFIDENTIALITY

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

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

VII. ROLE OF THE MEU, DEPARTMENT OF PUBLIC HEALTH

A. Medical Evaluation Unit Responsibilities

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

B. Reporting and Review of Results

1. Negative Results:

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

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

2. Positive Results:

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

C. DRUG SCREENING

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

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

Methamphetamine	500
-----------------	-----

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

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

VIII. VOLUNTARY REQUESTS FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS

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

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

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

IX. DISCIPLINE

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

APPENDIX I

THE AVAILABILITY OF EMPLOYEE ASSISTANCE PROGRAMS OR MENTAL HEALTH ASSISTANCE

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

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

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

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

Streets Department EAP:

Veterans Administration

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

Alcoholics Anonymous

215-923-7900

Toll Free 877- Dial AA

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

APPENDIX II

CONSENT FORM
Substance Abuse Testing
City of Philadelphia

I _____, _____
NAME TITLE

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

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

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

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

Employee Signature

Date

Testing Facility Witness

Date

Testing Facility Witness

Date

NOTE:

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

APPENDIX III

**SUBSTANCE ABUSE AGREEMENT
City of Philadelphia**

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

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

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

Consenting Employee Signature

Date

Appointing Authority Witness

Date

APPENDIX IV

**AFTER CARE CONTRACT
City of Philadelphia**

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

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

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

Consenting Employee

Date

Department Witness

Date

APPENDIX V

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

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

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

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

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

Speech: normal _____ slurred _____ unintelligible _____
 Other Description _____

Other Observations: _____

Witnessing Supervisor _____ Payroll Number _____ Date of Supervisor Training _____

Witnessing Employee _____ Payroll Number _____ Date of Training _____

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

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

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

UT 84124, 801-293-2300/800-
43361 (Formerly: NWT Drug
Testing, NorthWest Toxicology, Inc.);
Source Toxicology Laboratory, Inc.,
13 Genoa-Red Bluff, Pasadena, TX
7504, 888-747-3774 (Formerly:
University of Texas Medical Branch,
Clinical Chemistry Division; UTMB
Toxicology-Toxicology Laboratory);
Oregon Medical Laboratories, P.O. Box
72, 722 East 11th Ave., Eugene, OR
97440-0972, 541-687-2134;
Pacific Toxicology Laboratories, 9348
Soto Ave., Chatsworth, CA 91311,
800-328-6942 (Formerly: Centinela
Hospital Airport Toxicology
Laboratory);
Toxicology Associates Medical
Laboratories, 110 West Cliff Dr.,
Spokane, WA 99204, 509-755-8991/
800-541-7897x7;
PharmChem Laboratories, Inc., 4600 N.
Beach, Haltom City, TX 76137, 817-
605-5300 (Formerly: PharmChem
Laboratories, Inc., Texas Division;
Harris Medical Laboratory);
Physicians Reference Laboratory, 7800
West 110th St., Overland Park, KS
66210, 913-339-0372/800-821-3627;
Quest Diagnostics Incorporated, 3175
Presidential Dr., Atlanta, GA 30340,
770-452-1590/800-729-6432,
(Formerly: SmithKline Beecham
Clinical Laboratories; SmithKline Bio-
Science Laboratories);
Quest Diagnostics Incorporated, 4770
Regent Blvd., Irving, TX 75063, 800-
824-6152 (Moved from the Dallas
location on 03/31/01; Formerly:
SmithKline Beecham Clinical
Laboratories; SmithKline Bio-Science
Laboratories).
Quest Diagnostics Incorporated, 4230
South Burnham Ave., Suite 250, Las
Vegas, NV 89119-5412, 702-733-
7866/800-433-2750 (Formerly:
Associated Pathologists Laboratories,
Inc.).
Quest Diagnostics Incorporated, 400
Egypt Rd., Norristown, PA 19403,
610-631-4600/877-642-2216
(Formerly: SmithKline Beecham
Clinical Laboratories; SmithKline Bio-
Science Laboratories).
Quest Diagnostics Incorporated, 506 E.
State Pkwy., Schaumburg, IL 60173,
800-669-6995/847-885-2010
(Formerly: SmithKline Beecham
Clinical Laboratories; International
Toxicology Laboratories).
Quest Diagnostics Incorporated, 7600
Tyrona Ave., Van Nuys, CA 91405,
818-889-2520/800-877-2520
(Formerly: SmithKline Beecham
Clinical Laboratories).
Scientific Testing Laboratories, Inc., 450
Southlake Blvd., Richmond, VA
23236, 804-378-9130.

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

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

Appendix VII

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marshfield Laboratories, Forensic Toxicology Laboratory, 1090 North Oak Ave., Marshfield, WI 54449, 715-389-3734 / 800-331-3734;

MAXXAM Analytics Inc.,** 5540 McAdam Rd., Mississauga, ON, Canada L4Z 1P1, 905-890-2555 (Formerly: NOVAMANN (Ontario) Inc.);

MedTox Laboratories, Inc., 402 W. County Rd. D, St. Paul, MN 55112, 651-636-7466 / 800-832-3244;

MetroLab-Legacy Laboratory Services, 1225 NE. 2nd Ave., Portland, OR 97232, 503-413-5295 / 800-950-5295;

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Dr., Minneapolis, MN 55417, 612-725-2088;

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

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

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

