

Agreement
Between
Philadelphia Parking Authority
and
Local 2186, District Council 47
American Federation of State, County and
Municipal Employees AFSCME, AFL-CIO
Philadelphia International Airport Parking Facility
First Line Supervisors

August 1, 2009

to

July 31, 2010

CONTENTS

I.	PREAMBLE	1
II.	RECOGNITION OF UNION	1
III.	PRESERVATION OF BENEFITS	1
IV.	TERM OF THE AGREEMENT	1
V.	LABOR RELATIONS: UNION ACTIVITY & REPRESENTATION	1
VI.	DUES CHECKOFF	2
VII.	HOURS OF WORK	2
VIII.	WAGES	3
IX.	OVERTIME	3
X.	SICK LEAVE	4
XI.	HOLIDAYS	7
XII.	ADMINISTRATIVE LEAVE	7
XIII.	VACATION LEAVE	7
XIV.	FUNERAL LEAVE	8
XV.	PRE-PAID GROUP LEGAL SERVICES	9
XVI.	PERFORMANCE EVALUATION	9
XVII.	DISCIPLINE AND DISCHARGE	10
XVIII.	GRIEVANCE PROCEDURE	11
XIX.	HEALTH AND WELFARE AND DISABILITY INSURANCE	12
XX.	PENSION AND SOCIAL SECURITY	12
XXI.	CHILD CARE ACCOUNT	13
XXII.	SENIORITY	13
XXIII.	JOB POSTING AND PROMOTIONS	14

XXIV. WORKING OUT OF CLASS	15
XXV. LAYOFFS	15
XXVI. NON-DISCRIMINATION	15
XXVII. MISCELLANEOUS	15
XXVIII. MUTUAL RESPECT	15
XXIX. LIFE INSURANCE	16
XXX. DRUG AND ALCOHOL POLICY	16
XXXI. CATASTROPHIC LEAVE BANK	16
XXXII. ELECTRONIC MEDIA USE POLICY	17
XXXIII. HEALTH AND SAFETY	17
XXXIV. TRAINING AND TUITION REIMBURSEMENT	17
XXXV. UNIFORMS	18
SIDE LETTER A	20
APPENDIX A - WAGE RATES	21
APPENDIX B - DRUG AND ALCOHOL ABUSE POLICY	23
APPENDIX C - ELECTRONIC MEDIA USE POLICY	41

I. PREAMBLE

This Agreement entered into by the Philadelphia Parking Authority, hereinafter referred to as the "Authority," and AFSCME District Council 47, Local 2186, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Authority and the Union.

II. RECOGNITION OF UNION

- A. This Agreement entered into by the Philadelphia Parking Authority, hereinafter referred to as the "Authority," and AFSCME, District Council 47, Local 2186, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Authority and the Union.
- B. The Authority does hereby recognize the Union as the sole and exclusive representative for the purpose of meeting and discussing in respect to wages, benefits, hours of employment, other terms and conditions of employment for the term of this Agreement for all first level supervisory employees of the Authority at the Philadelphia International Airport Parking Facility included in the bargaining unit.
- C. This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act 195 of 1970 and Order of Certification of the State Labor Relations Board in Case No. PERA-R-85-523-E.

III. PRESERVATION OF BENEFITS

This Agreement shall not preempt any benefit presently enjoyed by any member of the Meet and Discuss Unit except as amended by this Agreement.

IV. TERM OF THE AGREEMENT

This Agreement shall become effective on August 1, 2009 and shall continue in full force and effect until midnight July 31, 2010.

V. LABOR RELATIONS: UNION ACTIVITY & REPRESENTATION

- A. Supervisors covered by the Agreement shall have the right to be represented by two (2) union stewards and one (1) alternate union steward. The Union shall notify the Authority of the names and terms of office of said stewards.
- B. The Authority agrees that any Union official who is involved in official Union business as part of the Labor-Management relationship shall do so without loss of time or pay. The Union official shall inform her/his immediate supervisor. Arrangements shall be made with the immediate supervisor for release to attend such official Union business. The privilege shall not be unduly requested or withheld.
- C. The parties agree that the Union shall have permission to hold meetings and conduct normal Union business on Authority facilities. Arrangements for the use of such

facilities shall be mutually agreed upon in advance between the Union and the division director. This privilege shall not be unduly requested or withheld.

- D. The parties agree that the Union shall have the use of specific bulletin boards at the Philadelphia Parking Authority Airport Parking Administration building.
- E. Both parties agree that designated Union representatives may perform their functions including, but not limited to, the investigation and representation of grievances to the Authority, during working hours without loss of time or pay. Arrangements shall be made with the immediate supervisor for the designated Union representative's release. In the event of the absence of an authorized representative, the Union will notify the Authority of a designated representative. The Union shall provide the Authority with any change in authorized Union officials.

VI. DUES CHECKOFF

- A. The Authority agrees to deduct from the wages of any employee who is a member of this bargaining unit, all Union membership dues, uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Authority, provided that the said form shall indicate that the employee is a member of Local 2186 and shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by proper written notice given during the period fifteen (15) days immediately prior to expiration of the Agreement, by the employee exercising her/his right to withdraw from the Union. The termination notice must be given both to the Authority and to the Union.
- B. Each employee and the Union hereby authorize the Authority to rely upon and honor certifications by the Treasurer of Local 2186, District Council 47, regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Union dues.
- C. Upon receipt of an authorization from an employee in a mutually agreed upon form, the Authority shall, pursuant to such authorization, deduct from the wages due said employee from each pay period the sum specified in said authorization and remit the same to District Council 47, Local 2186. This authorization shall be irrevocable for the duration of the Agreement, except that the authorization may be revoked by the employee if s/he submits to the Authority the written revocation within fifteen (15) days prior to the expiration of this Agreement.
- D. The Authority agrees to allow voluntary contributions to the Union's P.E.O.P.L.E. Committee and the United Negro College Fund to be instituted through the dues checkoff system.

VII. HOURS OF WORK

- A. The scheduled hours of work for the employees covered by this Agreement will be eight and one-half (8½) hours each work day including an unpaid lunch period of thirty (30) minutes, to be taken no sooner than one (1) hour after the beginning of

the work day and no later than one (1) hour prior to the end of the work day, with the approval of the employee's supervisor.

- B. Shift Assignments. Volunteers will be sought for all shifts within each supervisor classification, however the Authority retains the ability to make shift assignments based on the operational needs of the Authority.

Supervisor classifications shall be:

1. Revenue Supervisor
2. Lot Supervisor
3. Inventory Supervisor
4. Maintenance Supervisor

Supervisor classifications may be added consolidated or eliminated by the Authority at any time after discussion with the Union.

- C. Whenever an employee's shift is to be changed, whether at her/his request or not, the employee will receive written notification of the intended change not less than fourteen (14) calendar days prior to the effective date of the change.

VIII. WAGES

- A. The annual rates of pay for work performed in the various bargaining unit job classifications shall be set forth in Appendix A of this Agreement. For all bargaining unit classifications, Step B of each respective pay range shall be reached after twelve (12) months, Step C at twenty-four (24) months, Step D at thirty-six (36) months, Step E at forty-eight (48) months, and Step F at sixty (60) months.
- B. All permanent full-time Airport Parking employees in classes represented by District Council 47, Local 2186, 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 Authority of the Union's ratification of the Memorandum of Agreement. A permanent employee who is on a leave of absence without pay, including employees on workers compensation, as of August 1, 2009 will be eligible for the lump sum ratification bonus only if he or she returns to the active payroll before February 1, 2010 and remains on the active payroll for at least ninety (90) consecutive calendar days.

IX. OVERTIME

- A. Employees shall earn overtime pay at one and one half (1½) times regular rate of pay, after working forty (40) hours in a work week and after eight (8) hours in a day provided that there shall be no pyramiding of overtime.

- B. Overtime work shall be offered to those in the appropriate job classifications on a rotating basis with an effort being made to achieve equalization of overtime offered and/or worked during the contract year.
- C. For holidays, the Authority shall establish departmental work site and shift volunteer overtime lists in each work location where the employees regularly work. These lists shall be posted
- D. Employees on the overtime lists shall be selected in order of their seniority within each classification on a rotating basis. Such seniority list shall be provided to the union every six (6) months.
- E. If the voluntary overtime desired list does not provide sufficient volunteers, the department may require additional supervisors may be required to work overtime. Said overtime shall be assigned on the basis of inverse seniority within each classification.
- F. Any employee who uses any unscheduled sick leave during the work week (Monday through Thursday) will not be permitted to work overtime during that week. Any employee who uses unscheduled sick time on Friday, Saturday or Sunday will not be eligible for overtime the next seven calendar days.
- G. In lieu of overtime, an employee may elect to be granted compensatory time off for overtime hours worked. The calculation compensatory time hours shall be in the same manner as the calculation of overtime pay as outlined in A above.

X. SICK LEAVE

- A. Employees in the bargaining unit shall accrue ten (10) leave days per year. All sick days shall be accrued on a monthly pro rata basis, to be used for bona fide illness or injury.
- B. Sick leave is a benefit that the Authority provides to protect employees from loss of wages due to bona fide illness or injury. Proper use of sick leave will protect employees from income loss while assuring continued program accomplishments.
 - 1. An employee who is unable to report to work due to bona fide illness or injury must contact the designated authority no later than one (1) hour prior to the start of her/his shift.
 - 2. An employee on sick leave is required to call in only on the first day of any absence, indicating the expected date of return, the reason for the absence, and the address and telephone number where confined, if different from that on file in the department. Employees must inform the department of any changes in address or home telephone number. Failure to provide valid contact information may result in disciplinary action. If unable to work on the date originally indicated, the employee must call again to indicate the new expected date of return.
 - 3. On the day when an employee is on sick leave he or she must remain at home except for needs related to the illness or injury. If an employee must leave for

needs related to the illness or injury he or she must notify the Authority when leaving home and upon return. No absence from home may exceed three hours unless certified by a doctor. If the employee is going to exceed the three hours, he or she must again notify the Authority with the information regarding the doctor who will certify that the doctor's visit will exceed three hours.

4. While on sick leave an employee may be called or visited by a sick leave investigator. If a visit by an investigator results in no answer, the investigator will call the employee before determining the employee has failed the sick check.
5. A medical certificate is required for all absences of more than two (2) consecutive work days. An employee who must be absent for ten (10) or more work days must submit a medical certificate for each pay period. Notwithstanding the foregoing, an employee who has been placed on the Excessive Use of Sick Leave List is required to submit a medical certificate for all use of sick leave until such time as he or she is removed from the list. Medical certificates required under this section must be submitted upon the employee's return to work but in no case more than three (3) days after the employee's return to work.

A medical certificate must contain the following information.

- a. The date, time and place the employee was treated.
 - b. The date(s) the employee was unable to work due to illness or injury;
 - c. If appropriate the date of expected return to work; and,
 - d. The doctor's name, address, telephone number, signature and date.
6. Any employee who uses unscheduled sick leave during the work week (Monday through Thursday) will not be permitted to work overtime during the next week (Monday through Sunday). Any employee who uses unscheduled sick leave on Friday, Saturday or Sunday, will not be eligible for overtime from the date of the use of sick leave through the end of the following week (Monday through Sunday).
- C. The Philadelphia Parking Authority Sick Leave Policy will govern the use of sick leave, as follows:
1. An employee, who in any calendar year uses a total of three (3) occurrences of sick leave without a medical certificate shall be placed on the Excessive Use of Sick Leave List.
 2. An employee will remain on the Excessive Use of Sick Leave List until twelve months have elapsed from the date of placement on the list, provided that no additional violations of the policy or uncertified sick leave usages occur. Further violations of the policy or uncertified usages will cause the reckoning date for the removal of the employee from the Excessive Use of Sick Leave List to extend twelve months from the date of such violation or uncertified usage.
 3. In addition to the procedures for placement and removal from the list, and the requirement of certification for all sick leave usage, an employee on the list will

be disciplined in accordance with the progressive penalties detailed below on the same progressive disciplinary chain as all other time and attendance violations.

4. In addition to other penalties provided for in this section, an employee who is placed on the Excessive Use of Sick Leave List will not be paid for the first day of any certified sick leave for the period the employee is on the Excessive Use of Sick Leave List.
5. In the event that the employee is in an unpaid status for any reason for a period exceeding fifteen (15) days, the reckoning date for removal from the list will be recalculated to extend the date by the number of days equal to the leave.
6. No employee on the Excessive Use of Sick Leave List will be eligible to apply for any posted position. No employee who is on the Excessive Use of Sick Leave List will be promoted to any position.
7. An employee who has been placed on the Excessive Use of Sick Leave List and is subject to any penalty as set forth in this section, is entitled to grieve the discipline in accordance with the provisions of Section XIX, Grievance Procedure.
8. An employee placed on the Excessive Use of Sick Leave List who violates any of the provisions of this section will not be paid for the day(s) not worked, and will be disciplined in accordance with the following procedure. Violations of the Sick Leave Policy will be disciplined on the same disciplinary chain as all other time and attendance violations.

First Occurrence	Written Warning
Second Occurrence	One (1) day suspension
Third Occurrence	Three (3) day suspension
Fourth Occurrence	Ten (10) day suspension
Fifth Occurrence	Subject to Discharge

- D. Any employee who uses zero (0) sick time in the course of a year (January 1 to December 31) will receive two (2) additional administrative leave days, pursuant to Article XIII, Administrative Leave, during the next year (January 1 to December 31).
- E. An employee with a good attendance record may sell back to the Authority up to five (5) sick days in each calendar year according to the following schedule:
 - Employees who have used no sick days in a calendar year may sell back five (5) days.
 - Employees who have used one (1) sick day in a calendar year may sell back four (4) days.
 - Employees who have used two (2) sick days in a calendar year may sell back three (3) days.
 - Employees who have used three (3) sick days in a calendar year may sell back two (2) days.

Employees who have used four (4) sick days in a calendar year may sell back one (1) day.

An employee must be continuously employed for a full calendar year in order to be eligible for this benefit. The Authority will notify eligible employees of their eligibility by February 15 of each year. No later than March 15 of each year, employees may elect to sell back sick leave. An employee may not substitute unpaid leave for the purpose of qualifying for this program. For the purpose of this program, continuous employment will be defined as it is elsewhere in this Agreement, that is, absences without pay of fifteen (15) days or fewer will not be considered an interruption of service.

- F. The existing policy of unlimited sick leave accrual shall remain in full force and effect.

XI. HOLIDAYS

All regular employees in active pay status shall receive their regular compensation for the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day, or the day celebrated as such.

XII. ADMINISTRATIVE LEAVE

Employees shall be entitled to six (6) Administrative Leave (AL) days.

XIII. VACATION LEAVE

- A. Permanent, full-time employees in the bargaining unit shall become eligible for annual vacation leave according to the following schedule:

Two (2) weeks vacation after one (1) year of continuous service.

Three (2) weeks vacation after five (5) years of continuous service.

Four (4) weeks vacation after ten (10) years of continuous service.

Five (5) weeks vacation after twenty (20) years of continuous service.

- B. For the purpose of computing vacation leave credits under this Article, continuous service means all paid Authority service of an employee between the date of appointment and the date of separation, provided that periods not exceeding fifteen (15) consecutive working days during which an employee: (a) is separated or laid off from Authority service immediately prior to reinstatement or reappointment thereto; (b) is on a leave of absence without pay; or (c) is suspended without pay, shall also be included in computing length of continuous service, while an approved leave of absence without pay, suspension without pay, or layoff, for a period exceeding fifteen (15) consecutive working days is not to be included in computing length of continuous service, service immediately following such an interlude shall be considered a continuation of service immediately preceding it. Leaves of absence without pay shall serve to maintain continuous service toward vacation benefits provided, however, that periods covered by such leaves without pay shall not be counted toward credited vacation service.

- C. Vacation leave shall be earned on a pro rata monthly basis except that newly-hired employees and employees reinstated from resignation or retirement who are serving their probationary period shall not be entitled to use any vacation leave and shall not be entitled to pay for any unused vacation leave if terminated during the probationary period.
- D. At the end of each calendar year, an employee may carry forward up to seventy-five (75) days of accumulated vacation. Said accumulation, up to seventy-five (75) days, shall be paid out at retirement, resignation or dismissal of an employee.
- E. An employee who moves from one position to another in Authority service, by transfer, promotion, or demotion, shall be credited in her/his new position with the unused vacation leave accrued in her/his prior position.
- F. Requests for vacation leave of three or more days must be made at least 15 days in advance. Requests for vacation leave of two (2) days must be made at least eight (8) days in advance.
- G. Emergency Vacation Leave is not permitted. Employees who have exhausted their accrued vacation leave but take leave none the less, or take vacation leave without the required approval, will be carried AWOL and disciplined on the same disciplinary chain as all other time and attendance violations. Such discipline is subject to review in accordance with the Grievance and Arbitration provisions of this Agreement.
- H. Once each year, between January 1 and March 31, an employee may sell back to the Authority forty (40) hours of vacation leave so long as the employee maintains a balance of at least eighty (80) hours after the sell back.
- I. The Authority reserves the right to approve or deny vacation leave requests based on the operational needs of the Authority. Denials of leave requests must be given to employees within one week of request. Except for emergencies of public safety, no approval of leave time will be rescinded.

XIV. FUNERAL LEAVE

- A. In the event that there is a death in the immediate family of a bargaining unit employee, immediate family consisting only of a spouse, domestic partner, parents, children, grandparents, grandchildren, brother, sister, father-in-law or mother-in-law, and the employee attends the funeral service, such employees shall be granted a four (4) day leave of absence with full pay. An employee shall be granted one (1) day's absence with pay in the event of a death in the family of such employee other than herein before set forth, family defined as sister-in-law, brother-in-law, aunt, uncle, nephew or niece, provided the employee attends the funeral service and provides at least twenty-four hours notice to his or her supervisor. The twenty-four hour notice provision shall be waived in the case of religious or cultural custom requiring burial the day after the death of the relative and the employee documents the date of death.
- B. At the Authority's option, eligibility for domestic partner leave may require satisfaction of the standards set forth in the Philadelphia Parking Authority Board Rules.

XV. PRE-PAID GROUP LEGAL SERVICES

- A. Effective with the execution of this Agreement, the Authority shall contribute the sum of \$15.00 for each bargaining unit employee in pay status to the District Council 47 Group Legal Services Fund. It is understood that the Fund shall:
 - 1. Provide quality legal services to all employees of the bargaining unit and their dependents in a manner which is designed to insure a high degree of legal competence and services.
 - 2. Operate in an economically sound manner.
 - 3. Not be used for the institution of legal proceedings against the Authority, or its duly authorized officials, in any matter other than one arising out of the performance by an employee of her/his duties during the course of her/his employment with the Authority.
 - 4. Not to be used for the institution of any legal proceedings against the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 47, or any of its affiliated subordinate Local unions or any of its officers, employees, agents, or representatives thereof.
 - 5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.

XVI. PERFORMANCE EVALUATION

- A. Each permanent employee shall receive an annual written performance evaluation. The specific language and format of the evaluation form shall be developed by the Parking Authority within six (6) months of the execution of this Agreement, following meeting and discussions with the Union, and shall not be modified thereafter during the term of this Agreement.
- B. Performance evaluations shall not be arbitrary or capricious. Employees shall be permitted to include a rebuttal statement to their performance report to be included in their personnel file.
- C. Each employee shall receive a copy of her/his annual performance evaluation on or before her/his salary adjustment date and said evaluation shall be reviewed by the immediate supervisor with the employee.
- D. Should a performance rating not be submitted to the employee within thirty (30) days of its due date, the employee's work performance will automatically be deemed satisfactory for pay purposes. An unsatisfactory employee performance evaluation report shall result in subsequent evaluations every three months so long as the performance remains unsatisfactory.

- E. An employee who is otherwise entitled to an annual pay increment shall receive such increment provided that her/his most recent performance evaluation is satisfactory or better.
- F. Special performance ratings may be prepared during the course of the year in the event that there is a change in the employee's level of work performance.
- G. Performance evaluation reports shall not be grievable unless an overall rating of less than satisfactory is received, in which case such report shall be grievable only to Step III of the grievance procedure.

XVII. DISCIPLINE AND DISCHARGE

- A. The Authority has the right to discipline and/or discharge employees for just cause.
- B. The Authority agrees to notify, in writing, any employee upon whom disciplinary action is imposed.
- C. Any employee who is requested to appear before a representative of the Authority for a meeting about disciplinary action, or for an investigatory meeting from which disciplinary action could reasonably be believed to arise, shall have the opportunity to avail her/himself of Union representation upon the request of the employee.
- D. Should an instance occur or situation arise in which the Authority concludes that disciplinary action is warranted, the following general procedures shall apply:
 - 1. Except in cases of counseling or verbal warning, the employee shall be provided a written notice of the disciplinary action imposed or contemplated. Such notice shall detail the offense or charges as well as the specific disciplinary action imposed or contemplated.
 - 2. Counseling, verbal warnings and written warnings shall be given when and as needed.
 - 3. In the event that the Authority determines that immediate suspension is not warranted, the employees shall be issued notice as in D.1 above, with the intended disciplinary action scheduled to commence no sooner than ten (10) working days from the date of notice.
 - 4. In the event that the Authority determines that immediate suspension is warranted, the employee shall be issued notice as in D.1 above, as soon as notice is prepared and available. In situations when the intended disciplinary action is discharge, the employee shall be suspended for a period not less than ten (10) working days with the intended discharge date scheduled for the date following said suspension period. The discharge shall then be effective as scheduled, unless a grievance is filed according to the terms of this Agreement prior thereto, in which case the suspension shall continue in effect until the grievance has been resolved.

- E. Documentation of disciplinary action more than three (3) years old will be removed from an employee's personnel file, provided that a same or similar action has not been recorded during said three (3) year period.

XVIII. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit against the Authority regarding the interpretation or application of this Agreement. In processing any grievance, this procedure may be terminated at any time and at any level by mutual agreement of parties without prejudice to either party. Matters involving wages or issues applicable to employees in more than one work unit shall be filed directly at Step 1. Matters involving disciplinary action more severe than five (5) day suspensions shall be filed directly at Step 2. Time limits set forth herein shall be mandatory, but shall be extended to accommodate documented absences of the grievant (s) or designated management representative due to illness or scheduled leave. Time limits may be extended for other reasons only by the written mutual consent of the Local President and the Executive Director or her/his designee.
- B. All grievances shall be processed and resolved in accordance with the following procedure:

Any employee claiming a grievance may directly, or through a steward, discuss and attempt to resolve the grievance in a meeting specifically for that purpose with her/his immediate supervisor. Such discussion shall occur within five (5) working days after the occurrence giving rise to the grievance or within five (5) working days after the employee knew, or should have known, of the event giving rise to the grievance. The Authority shall respond either verbally or in writing to the grievant and/or steward within five (5) working days after the meeting or discussion held to resolve their grievance. Should the grievance remain unresolved within five (5) working days after such presentation, it shall be reduced to writing and processed as follows:

STEP 1 The written grievance, setting forth the specific allegation, the applicable section of the Agreement believed to have been violated as well as the remedy sought, shall be presented by a steward or a representative of the Union to the appropriate department director within five (5) working days of the Authority's answer or its due date as specified above. A meeting shall be held by the department director and the appropriate Union representative, with or without the grievant present at the Union's sole discretion, to attempt to resolve the grievance. The department director shall provide a written reply within (5) working days after the meeting held to resolve the grievance. Should the grievance remain unresolved, the grievance may be referred to Step 2.

STEP 2 If the grievance is not satisfactorily resolved at Step 1, it may be referred by a Union representative, within five (5) working days of the Step 1 answer or its due date, to the appropriate division director or deputy executive director for resolution. A meeting shall be held between the division director or deputy executive director and the Union representative,

with or without the grievant present at the Union's sole discretion, to attempt to resolve the grievance. The deputy executive director shall provide a written reply within five (5) working days after the meeting held to resolve the grievance. Should the grievance remain unresolved, the grievance may be referred to Step 3.

STEP 3 If the grievance is not satisfactorily resolved at Step 2, it may be referred by the Union, within five (5) working days of the Step 2 answer or its due date, to the Executive Director for resolution. The Executive Director shall take whatever action s/he deems appropriate to address the grievance. The decision of the Executive Director shall be final in all matters except those involving discharge or termination.

STEP 4 In cases involving discharge or termination only, if the grievance is not satisfactorily resolved at Step 3, the grievance may be appealed to arbitration by the Union upon written notice to the Authority and the American Arbitration Association within fifteen (15) days of the answer of the Executive Director or her/his designee. The arbitration shall proceed in accordance with the then current rules of the American Arbitration Association.

The arbitrator will make her/his findings and render her/his decision to resolve the termination or discharge action. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or determine that provisions of this agreement establishes an implied limitation on the Authority which is not herein specifically set forth. The arbitrator may only consider whether the termination or discharged action against a specific employee was for just cause.

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

XIX. HEALTH AND WELFARE AND DISABILITY INSURANCE

- A. Health and Welfare benefits shall be provided through the Authority's plans for health insurance, including, but not limited to hospitalization, major medical coverage, dental insurance, optical insurance, prescription benefits and an Employee Assistance Program for each full-time employee.
- B. The long-term disability insurance coverage included in the Authority's Employee Handbook shall be incorporated into this Agreement.

XX. PENSION AND SOCIAL SECURITY

- A. All bargaining unit employees who qualify shall be covered by the City of Philadelphia Municipal Retirement System, as provided for by the Municipal Retirement System ordinance and the contract entered into between the Authority and the City of Philadelphia Board of Pensions and Retirement pursuant to the Appendix, entitled "Quasi-Public Agencies," of the said Municipal Retirement System Ordinance.

- B. Employees may attend the Pension Board's Pre-retirement Seminar on "E" time once a year.
- C. In the event that employees of the Authority are deemed qualified to participate in a pension plan administered by any department or agency of the Commonwealth of Pennsylvania (the "Commonwealth Plan"), each bargaining unit employee hired after the date of the Authority's consent to participate shall be covered by the Commonwealth Plan, and the Authority and each covered bargaining unit employee shall make contributions in the amounts required by the Commonwealth Plan. Bargaining unit employees hired before the date of the Authority's consent to participate in the Commonwealth Plan shall continue in the City of Philadelphia Pension Plan, except as agreed to between the Authority and the District Council 47 and as provided by law and agreement between the Authority and the City of Philadelphia Board of Pensions and Retirement.

XXI. CHILD CARE ACCOUNT

- A. The Authority shall maintain 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 of Philadelphia 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.
- B. 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.

XXII. SENIORITY

- A. Seniority, for the purpose of this Agreement, shall be defined as including all paid continuous service of an employee since her/his last date of hire with Authority, and all periods of approved leaves of absence without pay and suspension without pay, or periods awaiting reinstatement of reappointment in Authority service following separation or layoff (provided that the employee is on valid layoff list) which do not exceed fifteen (15) consecutive calendar days.
- B. If an employee has a break in service of more than fifteen (15) consecutive calendar days for any reason other than an approved leave of absence without pay or a suspension without pay or layoff where the employee returns to work immediately following the leave of absence, suspension or layoff period, s/he shall upon re-employment earn seniority as a new employee.

- C. Job Classification Seniority, used for determining shift assignments and overtime within a job classification, shall, for the purpose of this Agreement, be defined as including all paid continuous service of an employee since his or her last date of appointment to the job classification, and all periods of approved leaves of absence without pay, suspension without pay, injured on duty status, workers compensation, or layoff which do not exceed fifteen (15) consecutive calendar days. If an employee leaves a job classification for another position in Authority service and returns to his or her former position, he or she shall have job classification seniority for the time previously served in that job classification; however, no job classification seniority shall be granted for the time he or she served in the other position. If more than one employee is appointed to a job classification on the same date, job classification seniority shall be determined by total seniority in Authority service for those individuals appointed on the same date.

XXIII. JOB POSTING AND PROMOTIONS

- A. For those position vacancies which the Authority elects to post, tests and/or interviews will be conducted for all candidates who meet the minimum training and experience requirements set forth in the job description.
- B. Employees shall be ranked on the promotion list in order of qualifications. The Authority shall be solely responsible for determining whether an employee is qualified and for ranking the employee on the promotion list, which list shall expire after six (6) months from the date on which it was established. Such determination shall not be arbitrary or capricious. In determining whether an employee is qualified, the Authority may take into account seniority, education, training and experience relevant to the posted position, prior work performance, and knowledge, skill and abilities indicated in the job description for the posted position. When two or more employees are equally qualified, the most senior employee shall be ranked the highest.
- C. Testing.
 - 1. Each posting shall indicate whether a test will be administered, and the weight given to any test, interview, seniority, or any other selection criteria. Four (4) points will be added to the total score of applicants who have ten (10) years of Authority service.
 - 2. Prior to the posting of any position the Authority shall advise the Union of the weight given to each of the factors above.
 - 3. The Authority shall notify, in writing, any employee who applied for a posted position and took the test but who was not ranked on the promotion list, of the specific reason why the employee was not ranked.
 - 4. The Authority shall make the promotion list available to the Union upon request.
 - 5. An employee shall be entitled to review her/his test results. The Authority shall indicate on the promotion list the method by which an employee may initiate a review.

XXIV. WORKING OUT OF CLASS

When any employee, with the written approval of the appropriate director or deputy executive director, is assigned to duties appropriate to a higher class or position than that held by the employee, s/he shall be paid, after the first seven and one-half (7.5) hours of such work in any work day, at the rate of the higher class for all hours worked in the higher class until the assignment is terminated.

XXV. LAYOFFS

- A. In the event of layoffs, there shall be a layoff list created consisting of all laid off employees in this unit. The list shall remain in existence for no less than twelve (12) months and no greater than twenty-four (24) months, at the determination of the Authority. The Authority may fill vacancies from a layoff list.
- B. The Authority hereby agrees that there shall be no layoffs during the term of this Agreement, provided that this clause shall not apply where the Authority, due to legal or legislative action, ceases to perform the functions undertaken by members of this bargaining unit.

XXVI. NON-DISCRIMINATION

In accordance with applicable federal, state and local laws and regulations, both the Authority and the Union agree not to discriminate against any employee on the basis of race, religion, creed, color, sex, sexual orientation, martial status, age, national origin, union membership, political belief or affiliation, or handicap as defined under applicable laws.

XXVII. MISCELLANEOUS

- A. Any other issues of mutual concern shall be considered on an ongoing basis in the meet and discuss process.
- B. The Authority shall provide to any employee involved in an on-duty incident a copy of the Police report of that incident without cost to the employee, provided that the Authority has received a copy of the report and the employee requests it.

XXVIII. MUTUAL RESPECT

All PPA employees will treat their co-workers with respect and dignity in the workplace. It is understood by the parties that employees will not be berated, rebuked or reprimanded by management in the presence of their co-workers. All criticism of employees will be only for constructive purposes, and supervisory and management personnel will endeavor to ensure civility at all times.

XXIX. LIFE INSURANCE

- A. Life insurance shall be provided each regular full-time employee by the Authority shall continue to be paid by the Authority at the rate of 150% of each employee's annual pay rate not to exceed \$125,000.
- B. Said employees shall also be covered by the Authority's accident and dismemberment insurance policy.
- C. Full-time employees who retire from Authority service to the pension plan shall be provided with an amount of life insurance of twelve thousand (\$12,000) with double indemnity for accidental death or dismemberment with the Authority being responsible for payment of the cost of this coverage, provided however, that such retiring employees must, at date of retirement, have ten (10) years of continuous Authority service, provided further, however, that the ten (10) years of service need not be continuous, if the amount of service needed to complete ten (10) years was begun from re-employment or reinstatement within one (1) year of the last previous separation.

XXX. DRUG AND ALCOHOL POLICY

- A. The Policy attached as Appendix B shall be adopted as the policy for Philadelphia Parking Authority employees covered by this Agreement.
- B. An advisory committee comprised of two (2) members appointed by the Authority and two (2) members appointed by the Union shall be established to monitor the Authority's implementation of the policy.
- C. All job classifications covered by this Agreement are safety sensitive positions as defined in the Drug and Alcohol Abuse Policy (Appendix B).

XXXI. CATASTROPHIC LEAVE BANK

- A. The Authority 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 two (2) members appointed by the Union and two (2) members appointed by the Authority. In cases of a deadlock the circumstances surrounding the request for a grant of leave shall be presented to a physician selected jointly by the parties.
- B. The program shall be subjected to the following rules:
 - 1. Each year during the period of January 1 to March 31, employees may contribute accrued vacation leave to the bank.
 - 2. Employees may only donate earned vacation leave and must indicate such voluntary, irrevocable transfer in writing. Employees may contribute from one to five days in whole day increments.
 - 3. Eligibility for a grant 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 Catastrophic 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. If an employee who has been granted leave from the Catastrophic Leave Bank separates from Authority 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.

XXXII. ELECTRONIC MEDIA USE POLICY

- A. The Electronic Media Use Policy attached as Exhibit C shall be adopted as the policy for Authority employees covered by this Agreement.
- B. If the Authority finds it necessary to amend this policy, the Authority agrees to give AFSCME Local 2186 fifteen (15) days notice in order to provide the Union and the Authority an opportunity to meet and discuss the proposed changes.

XXXV. HEALTH AND SAFETY

A joint labor-management committee shall be established, comprised of an equal number of representatives from the Authority and District Council 47, Locals 2186 and 2187, to review health and safety issues. The committee's general responsibility shall be to foster a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and to provide education programs. The committee shall meet quarterly, however, more frequent meetings may be scheduled to address specific issues. The committee will establish procedures for its meetings and maintain a written record of its proceedings.

XXXVI. TRAINING AND TUITION REIMBURSEMENT

- A. A joint committee consisting of an equal number of members appointed by the Authority and the Union shall be appointed to review departmental training needs.
- B. Tuition Reimbursement

Upon expiration of probationary status, full time employees are eligible to apply for reimbursement of tuition, provided that the courses are taken at an accredited institution and are relevant to the employee's professional development with the Authority.

1. Applications for tuition reimbursement are available from the Human Resources Department. Completed applications should be submitted to the Human Resources Department for review and approval by the manager of compensation, the director of human resources, the employee's manager or director, the director of finance and the executive director.
2. Tuition reimbursement is limited to the amount excluded from income tax as reported by the Internal Revenue Service (currently \$5,250) per calendar year. However, employees with perfect attendance and an overall performance rating of Above Average or higher in their last annual performance evaluation, may receive an additional tuition reimbursement of up to fifty percent of the annual limit.
3. The Authority's Board will set the maximum, aggregate tuition reimbursement amount ("reimbursement budget"), for each calendar year. Tuition reimbursement will be paid twice each year, in January and July. Should applications for tuition reimbursement approved for course work completed in advance of the Authority's January or July payment period exceed half the reimbursement budget for the calendar year, the amount of each approved application will be reduced proportionably to the total budget amount for that period.
4. Within the limits set forth, if an employee receives a grade of A he or she will be reimbursed the full tuition amount available for that course. If an employee receives a B or C, the reimbursement will be 90% of the tuition amount available for that course. No reimbursement will be made if an employee receives a grade of D or F, fails or withdraws from the course. Courses which grade on a schedule other than A, B, C, etc. (e.g., Pass/fail or Complete/Incomplete) must be specifically stated in the request for reimbursement.
5. Tuition reimbursement will only be paid after an employee demonstrates to the satisfaction of the Authority that he or she paid the tuition and documents the grade received.
6. Tuition reimbursement is available only for tuition at an accredited institution. Tuition reimbursement may not be used for travel, meals, books or other expenses.

XXXVII. UNIFORMS

- A. The Authority shall provide annually:
 1. Two (2) turtlenecks
 2. Three (3) long pants
 3. Three (3) long sleeve shirts
 4. One (1) baseball cap
 5. Three (3) short sleeve shirts

6. Two (2) sweatshirts
7. As needed:
 - a. One (1) spring jacket
 - b. One (1) winter coat
 - c. One (1) rain coat
 - d. One (1) badge
 - e. One (1) belt
8. An annual shoe voucher in the amount of \$120

For AFSCME District Council 47, Local 2186

For The Philadelphia Parking Authority

Catherine G. Scott

President, District Council 47

Joseph T. Ashdale

Chairman

SIDE LETTER A
LIMITED DUTY

The Philadelphia Parking Authority will use its best efforts to accommodate employees in the third trimester of their pregnancy in those instances where their ability to perform their regular duties is limited by the pregnancy.

Appendix A

Wage Rates

Wage Rates						
Job Classification	A	B	C	D	E	F
Revenue	32,073	33,356	34,690	36,077	37,520	39,021
Maintenance Lot	32,084	33,367	34,702	36,090	37,533	39,035
Inventory	33,355	34,690	36,077	37,521	39,021	40,582

Appendix B

Drug and Alcohol Abuse Policy

DRUG AND ALCOHOL ABUSE POLICY

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 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 Philadelphia Parking Authority adopts the following Drug and Alcohol Abuse Policy (the Policy), which shall apply to all employees covered by this Agreement.

I. PURPOSE

- To establish that all of the premises and motor vehicles used by the Philadelphia Parking Authority, whether owned or leased, for any program or activity of the Authority shall be maintained as drug and alcohol free workplaces,
- To provide a framework that will enable departments in the Authority to establish and maintain a safe, drug-free work environment,
- To provide consistent and relevant guidelines for all Authority 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 Authority premises; or during any working hours; or while driving Authority-owned or -leased motor vehicles; or while driving personal motor vehicles, owned or leased, while conducting Authority 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 equal to that established by the Pennsylvania Legislature to determine when an individual is under the influence of alcohol for purposes of the Motor Vehicle Code, currently .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 Philadelphia Parking Authority encourages the earliest possible diagnosis and treatment for alcohol or drug abuse. The Philadelphia Parking Authority supports sound treatment efforts. Whenever feasible, the Philadelphia Parking Authority 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 Policy shall only act to enhance and not replace or diminish from the Authority’s Drug and Alcohol Testing Policy for operators of commercial vehicles.

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 the over-the-counter drugs that will impair their functioning and/or psychomotor skills. It is incumbent on the employee to notify her/his 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 her/his 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 her/his position as a result of taking prescribed medications, the employee may be temporarily transferred to a different position or shift, if one is available in the sole discretion of the Authority, until able to resume her/his regular job duties.

III. DEFINITIONS

- A. For the purposes of this policy, the following definitions shall apply:
 - 1. “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 which results in lost work time attributable to a personal injury, or requires the towing of the subject vehicle, 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. An accident may occur on duty (including lunch or other breaks), but may also occur off-duty if an Authority vehicle is involved.

2. "ADA Officer" shall mean a person in the Authority designated to handle Americans with Disabilities Act issues. A list of the ADA Officers will be provided to the Union each year. The ADA Officer should be identified each year by notice to the employees
3. "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. "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. "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.
6. "Drug-free workplace" shall mean the absence of alcoholic beverages, illegal drugs, and prescription drugs which impair an employee's ability to perform duties.
7. "Employee" shall mean every person employed by the Philadelphia Parking Authority in positions represented by this Agreement.
8. "FMLA" shall mean the federal Family and Medical Leave Act.
9. "Medical Evaluation Unit" (MEU) shall mean the duly qualified third party contracted by the Authority to administer the random testing component of this policy, collect specimen, and provide other services as set forth in the policy.
10. "Medical Review Officer" (MRO) shall mean a licensed physician (M.D. or D.O.) who is an expert in drug and alcohol testing and the application of federal regulations to the process. When called upon, the MRO also serves as a consultant to the Authority on issues relating to prevention, detection and control of drug or alcohol abuse in the workplace. The Authority will require MRO certification for those physicians who perform MRO duties for this program. Any medical review officer shall re-certify every three years and need not be an employee of the Authority.
11. "Normal work hours" shall mean Monday through Friday, 8:30 a.m. to 5:00 p.m. "After normal work hours" shall mean Monday through Friday, 5:30 p.m. to 8:30 a.m., weekends, and holidays.

12. "Operation of Motor Vehicle" shall mean the operation of a PPA-owned or leased vehicle or the operation of a personal vehicle being used while performing job duties.
13. "Positive" when used in connection with the 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 level as measured in breath alcohol administered to non-safety-sensitive employees, the terms shall mean a breath alcohol concentration at or above .08.
14. "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."
15. "Reasonable suspicion" shall mean 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.
16. "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.
17. "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.
18. "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.

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.

A. Drug and Alcohol Abuse Education for Employees

The Drug and Alcohol Policy Committee described in Section V.B 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 circumstance 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 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 Authority property, or while the employee is actively engaged in Authority business, or during the period of the workday, or if the employee is on Authority 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 Authority. 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

Safety sensitive positions based on job classifications identified in the Collective Bargaining Agreements with District Council 33, AFSCME, Local 2186, District Council 47, AFSCME and Local 2187, District Council 47, AFSCME as well as those non-represented positions identified by the executive director, shall be subject to random alcohol/drug screening.

Selection of Safety-Sensitive Positions

1. The Philadelphia Parking Authority may propose additional "safety-sensitive" positions for inclusion in the Random Testing Program. A Drug and Alcohol Policy Committee, consisting of two (2) members appointed by the Union

and two (2) members appointed by the Authority, will discuss these proposed positions and, if no agreement is reached, the positions will be presented to a neutral arbitrator for an expedited determinations 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 her/his position. 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 her/his 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. S/he shall be tested prior to employment and will not be appointed if the presence of drugs or alcohol is indicated. S/he will be notified that s/he 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 30% of the employees assigned to position 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. An employee who is involved in an accident as defined in Section III.A.1 while operating a Philadelphia Parking Authority (PPA) motor vehicle or a personally owned vehicle operated while conducting Philadelphia Parking Authority (PPA) 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. Treatment Options/After Care

1. Medical Leave of Absence

- a. An employee seeking treatment for substance abuse may take leave under the FMLA, if eligible, or may request a medical leave of absence according to the provisions of the controlling Collective Bargaining Agreement or Authority policy, or may use accrued paid leave.
- b. Employees who are eligible for FMLA leave will have their absence charged against their FMLA leave entitlement.
- c. 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.
- d. 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 Union.

E. Return to Work.

- 1. Employee returning to work following a leave of absence pursuant to this policy must successfully pass a drug and alcohol test.
- 2. An employee returning to work after s/he 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 her/his test results report, s/he will be separated from Philadelphia Parking Authority (PPA) employment. The Philadelphia Parking Authority 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.

F. 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 Philadelphia Parking Authority employees).

VI. ROLE OF THE MEDICAL EVALUATION UNIT

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 Union does not act in a Substance Abuse Professional capacity.
4. The MEU will maintain confidential records and report test results to the Human Resources Department or the ADA 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, Human Resources Department or the ADA 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, they 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 Department 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 Department/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 48 hours to request a second test of the same specimen or of another specimen provided at the time of collection of the specimen which tests positive. The employee will be advised of her/her right to challenge the tests results. The employee will be required to pay for the second test. If the results of the second test are negative, the Authority will reimburse the employee the cost of the second test. In the event of a second test the specimen must be tested in a federally certified lab.
 - c. An employee testing positive for drugs or alcohol abuse may request a Medical Leave of Absence as described in subsection V.D.1, 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*, cocaine metabolites*, 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 Philadelphia Parking Authority (PPA) may include additional items in the testing list.

*Delta-9-tetrahydrocannabinol-9carboxylic acid

**Benzoylcegonine

VII. VOLUNTARY REQUEST FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS

- A. The Philadelphia Parking Authority (PPA) 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.
- B. An employee who recognizes that a substance problem is causing distress in her/his 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 her/himself 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.

VIII. 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 Philadelphia Parking Authority (PPA) 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 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.

Streets Department EAP: Employees of the Philadelphia Parking Authority may avail themselves of the Philadelphia Streets Department's Employee Assistance Program. Contact the ADA Officer or Human Resources Department for additional information.

Veterans Administration

215 382-2401 this number is for veterans who have their discharge paper (DD214).

800 827-1000 if the veteran does not have their DD214.

Alcoholics Anonymous

215 923-7900

Toll Free 877 9-Dial AA

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

APPENDIX II
CONSENT FORM
SUBSTANCE ABUSE TESTING
The Philadelphia Parking Authority

I _____,

NAME

TITLE

consent to a Breathalyser test, urinalysis and/or Toxic Screen as deemed necessary by the Medical Review Officer (MRO) and/or my Appointing Authority.

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

I have disclosed any recent prescription 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 Authority's ADA officer 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
The Philadelphia Parking Authority

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 Philadelphia Parking Authority (PPA):

- I will satisfactorily complete rehabilitation and After Care treatment as determined by my Employee Assistance Program or Mental Health Provider.
- I must successfully complete an appropriate course of testing established by the Medical Evaluation Unit, prior to returning to work.
- 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.
- I understand that any further substance abuse incident, either on or off the job, which affect 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
The Philadelphia Parking Authority

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 condition of my continued employment with the Philadelphia Parking Authority (PPA).

- 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).
- I must attend After Care meetings according to the schedule outlined by the After Care SAP.
- I must provide proof of attendance at the above to a department ADA Officer.
- During the duration of this After Care period, I must remain totally drug and alcohol free.
- 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 Signature

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 Philadelphia Parking Authority 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 four hours, it shall not be conducted and the reason for the 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: ___ a.m./p.m. To: ___ a.m./p.m.
Time employee notified/relieved: _____ a.m./p.m.
Site escorted to: During Philadelphia Parking Authority business days 8:00 a.m. to 5:00 p.m.
Escorted to: Employee Medical Services Unit 1901 Fairmount Avenue 215 685-2900
After 5:00 p.m. and before 8:00 a.m. or on weekends the Philadelphia Parking Authority testing will be done on site by DrugScan. Call Collection Supervisor at 215-850-8496
Employee escorted by _____
EMPLOYEE MUST BE ESCORTED TO SITE
Date/Time of Arrival at Test Site _____ a.m./p.m. Test Administered _____ a.m./p.m.
Employee to be tested for both Alcohol & Controlled Substances

Appearance: Normal Sleepy Clean Tremors Other Description _____

Behavior: Normal Erratic Irritable Lethargic Other Description _____

Speech: Normal Slurred Unintelligible Other Description _____

Other Observations _____

Witnessing Supervisor _____ Payroll# _____ Date of Supervisor Training _____

Witnessing Employee _____ Payroll# _____ Date of Training _____

Was a Union Representative Present?: Yes No

Name of Union Representative _____

Complete the following section *only* 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 following the reasonable suspicion determination. If testing was not done within four hours also describe the reasons testing was delayed in excess of four hours following the reasonable suspicion determination:

Sign _____ Print Name _____

Title _____ Payroll Number _____

APPENDIX VI

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

Meeting Verification for			
Name			
Meeting Leader Signature	Address of Meeting	Type(AA,NA,GA)	Date
			Time

Appendix C

Electronic Media Use Policy

THE PHILADELPHIA PARKING AUTHORITY
ELECTRONIC MEDIA USE POLICY

SECTION I. - PURPOSE:

A. To better serve the citizens of the City of Philadelphia and the Commonwealth of Pennsylvania, and to provide our employees with the best tools to do their jobs, The Philadelphia Parking Authority (the "Authority") makes available to its workforce access to one or more forms of electronic media and services, including computers, e-mail, telephones, voice-mail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web (collectively "Electronic Media").

B. The Philadelphia Parking Authority provides Electronic Media services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the Authority should remember that those Electronic Media and services are the sole property of the Authority, and their purpose is to facilitate and support Authority business. All Electronic Media users have the responsibility to use these resources in a professional, ethical, and lawful manner.

C. To ensure that all employees use the Electronic Media properly, the following guidelines have been established. No policy can lay down rules to cover every possible situation. Instead, it is designed to express the Authority's philosophy and set forth general principles and reasonable guidelines when using electronic media and services.

SECTION II. - PROHIBITED COMMUNICATIONS:

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

1. Discriminatory or harassing;
2. Derogatory to any individual or group;
3. Obscene, sexually explicit or pornographic;

4. Defamatory or threatening;
5. In violation of any license governing the use of software;
6. Engaged in for any purpose that is illegal or contrary to The Philadelphia Parking Authority's policy or interests; or
7. Confidential information of the Authority when the recipient is not authorized to review such information.

SECTION III. - PERSONAL USE:

The Electronic Media and services provided by The Philadelphia Parking Authority are for business use. Limited, occasional, or incidental use of Electronic Media (sending or receiving) for personal, nonbusiness purposes is acceptable, however, all such use should be done in a manner that does not interfere with or conflict with business use and that strictly adheres to this Policy. Also, employees are expected to demonstrate a sense of responsibility and not abuse this privilege and understand that despite security precautions, there is no absolutely fail-safe way to prevent an unauthorized user from accessing stored files. Employees may not engage in the personal use of Electronic Media which may lead to monetary charges to the Authority, such as long distance telephone calls, without prior approval of immediate management.

SECTION IV. - PRIVACY OF COMMUNICATIONS:

Employee communications by way of the Authority's Electronic Media are not private. While the Authority desires to provide a reasonable level of privacy, users should be aware that the data they create on the Authority's computer system remains the property of the Authority, and usually can be recovered even though deleted by the user.

SECTION V. - MONITORING:

The Authority reserves the right to monitor all employee usage to ensure proper working order, appropriate use by employees, the security of Authority data, and to retrieve the contents of any employee communication in these systems. Management may access user files including archived material of present and former employees without the user's consent for any purpose related to maintaining the integrity of the network, or the rights of

the Authority or other users or for any other reasonable purpose. All external correspondence must contain a notification that incoming and outgoing correspondence may be monitored for quality assurance and security purposes.

SECTION VI. - SOFTWARE:

To prevent computer viruses from being transmitted through the agency's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through The Philadelphia Parking Authority may be downloaded. Employees should contact the Management Information Systems Department if they have any questions.

SECTION VII. - SECURITY/APPROPRIATE USE:

A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by management, employees are prohibited from engaging in, or attempting to engage in:

1. Monitoring or intercepting the files or electronic communications of other employees or third parties;
2. Hacking or obtaining access to systems or accounts they are not authorized to use;
3. Using other people's log-ins or passwords; and
4. Breaching, testing, or monitoring computer or network security measures.

B. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

C. Electronic Media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system, such as mass mailings.

D. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

SECTION VIII. - VIOLATIONS:

Any employee who abuses the privilege of their access to the Authority's Electronic Media in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

SECTION IX. - EMPLOYEE AGREEMENT ON USE OF E-MAIL AND THE INTERNET:

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of The Philadelphia Parking Authority's electronic media. I understand that I have no expectation of privacy when I use any of the Electronic Media equipment or services. I am aware that violations of this guideline on appropriate use of Electronic Media may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of the Authority's Electronic Media may reflect on the image of The Philadelphia Parking Authority and that I have the responsibility to maintain a positive representation of this Agency. Furthermore, I understand that this policy can be amended by the Authority at any time. Further, I understand that the Authority will notify me prior to implementation.

Dated: _____

Employee Signature