

**AFSCME LOCAL 2187**

**CONTRACT LIBRARY**

**PHILADELPHIA**

**PARKING AUTHORITY**

December 9, 2021**CONTRACT SETTLEMENT AGREEMENT.**

This 9th day of December, 2021, The Philadelphia Parking Authority (“Employer” or “Authority”), and AFSCME District Council 47, Local Union 2187 (“Union”) agree to the following contract provisions, subject to ratification by the Authority’s Board and the bargaining unit employees:

1. Expiration – August 31, 2025
2. Economic Settlement:
  - a. Wage Rates – Article XIV, Section A.1:
    1. COLA
      - a. Effective September 1, 2021, there shall be a 3.25% COLA
      - b. Effective September 1, 2022, there shall be a 3% COLA
      - c. Effective September 1, 2023, there shall be a 3.5% COLA
      - d. Effective September 1, 2024, there shall be a 3% COLA

- b. Signing Bonus –Article XIV, Section A.2:

Within thirty days of the ratification of this Agreement a lump sum payment of \$1,500.00 shall be paid to all employees covered by the Agreement. Such lump sum payment shall not be included in the employee’s base pay. An employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status of the date of the payment, will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.

- c. One-Time Payment Incorporated into Base Pay – Article XIV, Section A.3:

Following ratification, a one-time payment of \$260.00 shall be incorporated into the base pay of all permanent full-time, non-probationary Accounts Payable Processing Technicians, Operations Analyst I, Operational Analyst II, Operational Analyst III, Parking Investigators, Revenue Analyst I, Revenue Analyst II, Safety Officer, TLD Inspectors, TLD Analysts and TLD Processing Specialists.

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d. Health and Welfare Plan – Article VX – Modify Sections A, C and D:

A. The Authority shall contribute to the Union's Health and Welfare Fund at the rate of \$1606.92 per employee per month effective September 1, 2021 through August 31, 2024. The Union will continue with the fully insured model for the benefit year 2022; the benefits year is based on a calendar year. The Authority and the Union will evaluate the costs of the present level of benefits in a self-insured model as opposed to a fully insured model no later than September 30, 2022 to determine the model to be used for 2023 calendar year benefits. All issues related to transitioning to a self-insured model will be addressed in these discussions which will include the employer responsibility for claims incurred which includes cost of stop loss insurance coverage and administrative costs, invoices, and timely payment of claims. In no instance will this evaluation reduce the current level of benefits. It is agreed and understood that neither party has any obligation to transition to a self-insured model based on this evaluation. If there is no change from the fully insured model, the Authority shall contribute to the Union's Health and Welfare Fund at the rate of \$1687.21 effective September 1, 2024 through August 31, 2025.

\* \* \*

C. The said Fund shall provide to each bargaining unit participant of the Authority, at a minimum, the same level of benefits as is provided by the Authority to employees in the Authority plan, which includes health insurance, including, but not limited to hospitalization, major medical coverage, dental insurance, optical insurance, prescription benefits, and Employee Assistance Program. In addition, the Fund provides a hearing aid benefit and Guardian Nurses services. These benefits are provided to each full-time employee pursuant to the terms set forth in the Fund's plans descriptions.

D. Any employees who participated in the Authority's Health and Welfare Plan as of ratification of this Agreement will be transitioned to the Union plan no later than March 1, 2022.

3. Contract Language:

a. Employee Rights – Modify Article V, Section A:

A. Employees in classes represented by District Council 47 shall have the right to examine their departmental personnel file once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a

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grievance case, retirement, inter-department transfer or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the department's normal business hours. Prior appointment is required and said examination must be performed in the presence of a designated witness. The employee may take written notes but shall not be permitted to remove any documents. Making duplicate copies of documents, paper or electronic, shall be at the discretion of the department. The removing of any documents from the file shall be a disciplinary offense.

b. Grievance and Arbitration Procedure – Modify Article XIII, Section D, Step One:

Step One: The Union Steward shall discuss a grievance with a Manager in the appropriate chain of supervision. If the grievance is not informally resolved the Union must within ten (10) days after the occurrence giving rise to the alleged violation or within ten (10) days after the employee knew or had reason to know of the event giving rise to the grievance submit the grievance in writing on the approved form to the Manager. The Manager shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond, the Union shall be responsible for processing the grievance to Step Two at the end of the above time period.

c. Health and Welfare – Modify Article XV, Section D:

D. Each full-time employee who is eligible for retirement under the applicable retirement plan and who terminates her/his employment after ten (10) years of continuous service to immediately become pensioned under the City of Philadelphia Municipal Retirement Plan, shall receive five (5) years of health and welfare coverage.

d. Sick Leave – Modify Article XIX, Section B.1:

1. An employee who is unable to report to work due to bona fide illness or injury must contact the designated authority between ten (10) hours and one (1) hour prior to the start of her/his shift.

e. Sick Leave – Modify Article XIX, Section B.5:

5. Unpaid sick leave (T Time) for employees hired prior to the ratification of this Agreement shall not exceed five (5) days. However, nothing in this provision shall prevent an employee from exercising his or her rights under the Family Medical

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Leave Act. Employees who are (a) hired on or after the date of ratification of this Agreement and/or (b) promoted from another position at the Authority into this bargaining unit who were not previously entitled to unpaid sick leave (T Time) in the prior position shall not be entitled to any unpaid sick leave (T Time).

f. Sick Leave – Modify Article XIX, Section B.7.a.-b:

a. An employee, who in any calendar year uses a total of six (6) occurrences of sick leave without a medical certificate shall be placed on the Excessive Use of Sick Leave List. The employee shall be notified after reaching three (3) uncertified sick occurrences within a calendar year that three (3) more occurrences will result in placement on the Excessive Use of Sick Leave list. The Authority will make reasonable efforts to remove notices from the personnel file after December 31st of each year if the person is not placed on the excessive use of sick leave list.

b. An employee will be notified by the Authority after three (3) undocumented occurrences of pattern abuse. This includes the use of uncertified sick leave in conjunction with scheduled days off, holidays, payday, or overtime shifts. Any two (2) additional occurrences of pattern abuse will result in the employee's placement on the Excessive Use of Sick Leave List. The Authority will make reasonable efforts to remove notices from the personnel file after December 31st of each year if the person is not placed on the excessive use of sick leave list.

g. Sick Leave – Modify Article XIX, Section D.4:

4. In the event a doctor's visit extends to three hours, the employee may use one-hour vacation leave or other available paid-time off in conjunction with the doctor's visit.

h. Sick Leave – Modify Article XIX, Section E:

E. An employee with a good attendance record may sell back to the Authority up to ten (10) sick days in each calendar year according to the following schedule, provided that the employee at all times retains at least five (5) available accrued sick days:

Employees who have used no sick days in a calendar year may sell back ten (10) days.

Employees who have used one (1) sick day in a calendar year may sell back eight (8) days.

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Employees who have used two (2) sick days in a calendar year may sell back six (6) days.

Employees who have used three (3) sick days in a calendar year may sell back four (4) days.

Employees who have used four (4) sick days in a calendar year may sell back two (2) days.

i. Vacation Leave – Modify Article XX, Section H:

H. 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 accordingly. Such discipline is subject to review in accordance with the Grievance and Arbitration provisions of this Agreement.

j. Vacation Leave – Modify Article XX, Section I:

I. Once each year, between January 1 and March 31, an employee may sell back to the Authority eighty (80) hours of vacation leave so long as the employee maintains a balance of at least eighty (80) hours after the sell back.

k. Holidays – Modify Article XXI, Section A to add Juneteenth

l. Funeral/Bereavement Leave – Modify Article XXIII:

XXIII. FUNERAL/BEREAVEMENT LEAVE

A. In the event that there is a death in the immediate family of an employee, immediate family consisting of only a spouse, domestic partner, parent, child, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepchild, stepmother, stepfather, stepbrother or stepsister, and the employee attends the funeral service, such employee shall be granted a four (4) day leave of absence with full pay. At the Authority's option, eligibility for spousal equivalent leave, and/or any "step" relationships, may require satisfaction of the standards set forth in the Philadelphia Parking Authority Board Rules.

B. 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 the list set forth above, 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

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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.

C. In unusual circumstances subject to the advance approval of the Executive Director or his/her designee, an employee who is unable to attend the funeral of an immediate family member, as defined in Section A, may be granted the four (4) day leave of absence with pay as provided in Section A.

- m. Parental Leave – Delete Article XXVI, Section G and add new Article titled “Parental Leave”:

A. Employees shall be granted four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adoptive child under the age of 18 (collectively, “childcare event”), all usable within twelve (12) months after the birth or the arrival of the adoptive child in the home. Any paid parental leave not used by the employee before the end of the 12-month period to which it relates shall be forfeited and may not be accumulated for any subsequent use.

B. Parental leave shall be used in continuous days during the 12-month period.

C. An employee must give no less than thirty (30) days notice of the employee’s intention to take parental leave, with the understanding that such notice need not specify an exact start date.

D. An employee is entitled to only one period of parental leave for any qualifying birth/adoption.

E. An employee may not use more than four weeks of paid parental leave in any rolling twelve-month period.

F. An employee need not be eligible for FMLA leave to use paid parental leave, but, if the employee is eligible for FMLA leave, any parental leave taken under this section shall be concurrent with, and not in addition to, leave allowable per FMLA.

G. Paid parental leave under this Article is in addition to any other accrued paid time off to which the employee may be entitled.

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n. Compensatory Time – Modify Article XXX, Section E.2.-4.:

2. From one year of service up to two years of service employees may earn up to fifty (50) hours of compensatory time,
3. From two years of service up to three years of service employees may earn up to seventy (70) hours of compensatory time,
4. Employees with more than three years of service may earn up to ninety (90) hours of compensatory time.

o. Performance Evaluations – Modify Article XXXI, Sections C and D:

C. Each employee shall receive a copy of her/his annual performance evaluation within thirty (30) days of his or her anniversary 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, the employee's work performance will automatically be deemed satisfactory for pay purposes. Unsatisfactory ratings in three (3) or more individual factors will result in an Overall Unsatisfactory rating. An employee receiving an overall unsatisfactory performance evaluation will be reevaluated in ninety (90) days. Additional unsatisfactory performance evaluations will result in progressive discipline up to and including termination.

p. Uniforms – Modify Article XLV, Section A:

A. Analysts I, Analysts II, Analysts III, Claims Representative Analysts, Safety Officers, Parking Investigators, Revenue Analysts I, Revenue Analysts II, Taxicab & Limousine Analysts and Taxicab & Limousine Processing Specialists shall be provided ....

q. Uniforms – Modify Article XLV, Section C:

C. An appropriate electronic device selected by the Authority will be made available for Analysts (Ticketing, Planning & Analysis and Meters) and Parking Investigators on an as needed basis to be used exclusively for work-related matters.

4. Update Collective Bargaining Agreement to conform to Contract Settlement.
5. Union to withdraw Unfair Labor Practice Charge with PLRB relating to health insurance upon ratification.

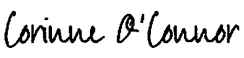


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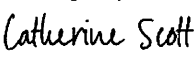
6. PPA will maintain current Performance Evaluation form

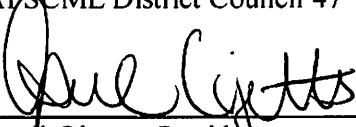
This Contract Settlement Agreement fully reflects the terms of the settlement of the contract negotiations and shall be unanimously recommended by the Union and the Bargaining Committee. If this Contract Settlement Agreement is not ratified by the employees and/or the Authority's Board, the parties reinstate their respective proposals communicated as of December 3, 2021.

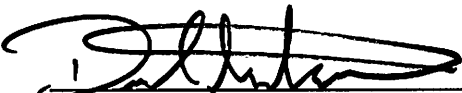
**FOR THE EMPLOYER:**

DocuSigned by:  
  
6AAE7EDA76A2440... December 9, 2021  
Corinne O'Connor, Deputy Executive  
Director

**FOR THE UNION:**

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C903813F6802422... December 9, 2021  
Catherine Scott, President  
AFSCME District Council 47

  
April Gigetts, President  
AFSCME Local 2187

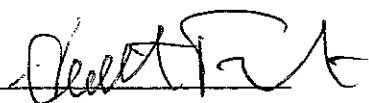
  
David Wilson, Union Agent  
AFSCME Local 2187

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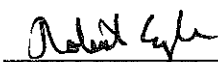
**MEMORANDUM OF AGREEMENT BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY AND AFSCME DC 47, Local 2187  
August 17, 2018**

1. Except as set forth in this Agreement, all provisions of the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2187, AFSCME with a termination date of August 31, 2017, shall remain in effect.
2. The provisions below shall amend the Agreement between the Philadelphia Parking Authority and District Council 47, Local 2187, AFSCME, and will be incorporated in the new Agreement with a termination date of August 31, 2021.
  - a. **II. Recognition of the Union**
    - i. The following job titles, the functions of which are no longer needed by the Authority, from the list of represented positions:
      - Administrative Analyst III to the Director
      - Claims Representative Analyst
      - Safety Officer
    - ii. The following job titles will be added to those included in the bargaining unit:
      - Accountant I
      - Staff Accountant
      - Accounts Payable Coordinator
      - Revenue Examiner
      - Monthly Parking Examiner
      - Software Developer
      - Parking Investigator II
      - Processing Specialist I
      - Processing Specialist II
      - Programmer
      - System Administrator
      - IT Administrative Specialist
    - iii. The IT Airport System Administrator job title will be eliminated and the incumbent will become a IT Network Administrator
    - iv. Add a new section: "C. The Authority agrees to develop written job descriptions for all positions in the bargaining unit which will include, in addition to principal responsibilities and duties, the training and experience required to qualify for the position. The draft descriptions will be presented to Union for review by December 1, 2018. After consultation with the Union the new descriptions will be in place by December 31, 2018, after which the job descriptions will be attached to the Agreement. Thereafter, job descriptions may be revised after discussion with the Union.

For the PPA:



For the Union:



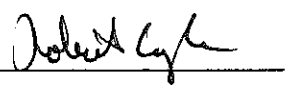
- b. **III. Dues Check-Off and Maintenance of Membership** – Remove D related to the deduction of fair share fees and replace with: “The Union may request a reopener to address issues related to non-members.”
- c. **VII. Reporting System** – Revise B to: “The Authority shall notify the Union, in writing, as soon as possible but in no event later than five days after the start date of new appointments, transfers, or promotions of employees to the bargaining unit as previously defined so that a Union representative can attend the employee’s health care orientation.”

Revise D: ~~“Upon request of the Union, but no more frequently than quarterly, Each quarter, the Authority shall provide to the Union the name, work location, date of hire, date of entrance into the present job classification, job classification, home address, home phone number, and department of all employees in the bargaining unit.”~~

d. **XIV. Wages and Longevity:**

- Effective September 1, 2017 there shall be a 3% COLA
- Effective September 1, 2018 there shall be a 3% COLA
- Effective September 1, 2019 there shall be a 3% COLA
- Effective September 1, 2020 there shall be a 3% COLA
- Within thirty days of the ratification of this Agreement a lump sum payment of \$800.00 shall be paid to all employees covered by the Agreement. Such lump sum payment shall not be included in the employee’s base pay. An employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status of the date of the payment will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.
- The \$260 technology fee will shall be eliminated and the \$260 shall be incorporated into base pay of Accounts Payable Processing Technicians, Operations Analyst I, Operations Analyst II, Operations Analyst III, Parking Investigators, Revenue Analyst I, Revenue Analyst II, TLD Inspectors, TLD Analysts and Processing Specialists.
- The pay range for positions added to the bargaining unit shall be:
  - Accountant I A20
  - Staff Accountant A16
  - Accounts Payable Coordinator A17
  - Revenue Examiner A14
  - Parking Investigator II A10
  - Monthly Parking Examiner A14
  - Processing Specialist I A10
  - Processing Specialist II A12

For the PPA: 

For the Union: 

- |                                |     |
|--------------------------------|-----|
| ○ Programmer                   | A15 |
| ○ IT Administrative Specialist | A14 |
| ○ Software Developer           | A15 |
| ○ System Administrator         | A18 |

**e. XVII. Health and Welfare:**

Replace A with: "The Authority shall contribute to the Union's Health and Welfare Fund at the rate of \$1,460.84 per employee per month through December 31, 2018. Prior to December 31, 2018 the Authority and the Union will evaluate the benefits and cost for Health and Welfare Benefits for bargaining unit employees and will determine if the Authority will move to a self-insured or fully insured model. If the fully funded option is chosen, the Authority and the Union will negotiate the per member per month rate for health benefits."

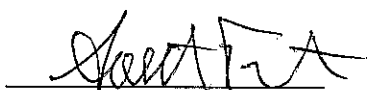
Add a new section: "All employees covered by this Agreement are eligible to participate in the benefits waiver program under the terms included in the Employee Manual."

Change H to: "D. At the conclusion of employer paid retirement health benefits, employees may purchase extended health care coverage by converting 2.5 sick leave days for each additional month of health care benefits. Effective January 1, 2019, employees retiring on or before December 31, 2020, may convert up to 75% of his or her sick leave balance into additional health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Effective January 1, 2021, employees retiring on or before December 31, 2023 may convert up to 60% of his or her sick leave into retirement health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Effective January 1, 2024, employees retiring on or before December 31, 2025 may convert up to 50% of his or her sick leave into retirement health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance. Employees retiring on or after January 1, 2026 may convert up to 30% of his or her sick leave into additional health care benefits. If an employee elects not to convert sick leave into health care benefits, he or she may request to be paid the value of 30% of his or her sick leave balance."

Add a new section:

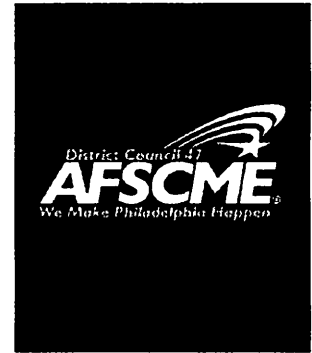
E. If employee passes away while receiving the PPA contribution for post-retirement health insurance, the PPA shall continue to make the post-retirement health insurance contribution for the remaining balance of the post retirement eligibility period. This contribution shall be made to continue to provide health insurance coverage to the surviving eligible spouse or life partner and eligible

For the PPA:



For the Union:





**Agreement  
Between  
Philadelphia Parking Authority  
Local 2187, District Council 47  
American Federation of State, County and  
Municipal Employees AFSCME, AFL-CIO  
First Line Supervisors**

**September 1, 2013  
to  
August 31, 2017**

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## **I. PREAMBLE**

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

## **II. RECOGNITION OF THE UNION**

- A. This Agreement has been entered into by the Philadelphia Parking Authority, hereinafter referred to as the "Employer" or the "Authority," and APTA-District Council 47, Local 2187 AFSCME, AFL-CIO, hereinafter referred to as the "Union." The Authority agrees to recognize the Union as the sole and exclusive bargaining agent within the meaning of Act 195 for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions of employment, for the term of this Agreement for all employees of the Authority (including part-time if any) included in the bargaining unit, namely:

Accounts Payable Processing Technician  
Administrative Analyst III to the Director  
Claims Representative Analyst  
IT Airport System Administrator  
IT Network Administrator  
IT System Developer  
IT Specialist  
IT Trainee  
Operations Analyst I  
Operations Analyst II  
Operations Analyst III  
Parking Investigator  
Revenue Analyst I  
Revenue Analyst II  
Safety Officer  
Taxi & Limousine Inspector  
Taxi & Limousine Analyst  
Taxi & Limousine Processing Specialist  
Processing Specialist

- B. Newly created job classifications shall be added to the above listing by mutual written agreement of the parties. In the event of any disagreements, either party shall have the right to file a unit clarification petition with the Pennsylvania Labor Relations Board. This is pursuant to and in accordance with all applicable provisions of the Public Employee Relations Act 195 of 1970 and Order of Certification of the State Labor Relations Board in Case #PERA-R-86-520-E.

### **III. DUES CHECK-OFF AND MAINTENANCE OF MEMBERSHIP**

- A. The Employer 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 Employer, provided that the said form shall indicate that the employee is a member of Local 2187 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 the contract unless revoked by proper written notice given during the period fifteen (15) days immediately prior to expiration of the contract, by the employee exercising the right to withdraw from the Union. The termination notice must be given both to the Employer and to the Union.
- B. Each employee and the Union hereby authorizes the Parking Authority to rely upon and honor certifications by the Treasurer of Local 2187, District Council 47, regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Union dues.
- C. AFSCME, Local 2187 shall receive all authorization cards and notify the Authority of all new members. Upon receipt of authorization from the Union in a mutually agreed upon form, the Parking 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. The Authority will initiate dues deductions no later than the first full pay period after notification by Local 2187. The Authority shall remit said payment to District Council 47 when such wages and salaries are paid to the employees, and said remittance shall be accompanied by a list of employees for whom the dues are remitted. This authorization shall be irrevocable for the duration of the Collective Bargaining Agreement.
- D. The Employer further agrees to deduct a fair share fee from all employees in the bargaining unit who are not members of the Union, provided that the Union shall first, by side letter, provide to the Authority the names of the employees who are not members and the amounts to be deducted. The name(s) shall be updated periodically by the Union as necessary. Authorization from non-members to deduct fair share fees shall not be required. The Parking Authority shall deduct from the wages due said employee from each pay period the sum specified and remit the same to District Council 47. The Authority will initiate fair share fee deductions no later than the first full pay period after notification by Local 2187. The Authority shall remit said payment to District Council 47 when such wages and salaries are paid to the employee, and said remittance shall be accompanied by a list of employees for whom the fair share fees are remitted.
- E. The Union shall indemnify, defend and hold the Authority harmless against any claims made and against any suit instituted against the Authority with respect to any dues deduction and P.E.O.P.L.E. Voluntary Fund check-offs pursuant to this Article, and shall notify the Authority at least 30 days in advance of the amounts to be deducted under any agency shop provision.

#### **IV. P.E.O.P.L.E. DEDUCTION**

- A. The Authority agrees to allow voluntary contributions by bargaining unit members to the AFSCME P.E.O.P.L.E. Treasurer and the Authority will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly electronic reporting of such contributions which will include the bargaining unit employees making such contributions and the amounts. The union acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit employees may revoke their authorization to contribute at any time by giving written notice to the Philadelphia Parking Authority and the union.
- B. P.E.O.P.L.E. dues will be remitted to the Union as follows:  
AFSCME, Local 2187 shall receive all P.E.O.P.L.E. authorization cards and notify the Authority of all new members. Upon receipt of authorization from the Union 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. The Authority will initiate P.E.O.P.L.E. deductions no later than the first full pay period after notification by Local 2187. The Authority shall remit said payment to District Council 47 when such wages and salaries are paid to the employees, and said remittance shall be accompanied by a list of employees for whom the P.E.O.P.L.E. deductions are remitted. This authorization shall be irrevocable for the duration of the Collective Bargaining Agreement.

#### **V. EMPLOYEE RIGHTS**

- A. Employees in classes represented by District Council 47 shall have the right to examine their departmental personnel file once every calendar year. This provision shall be waived when access to such files is required in order to prepare for a grievance case, retirement, inter-department transfer or other such unusual transaction. Such examination shall be performed on the employee's own time and only during the department's normal business hours. Prior appointment is required and said examination must be performed in the presence of a designated witness. The employee may take written notes but shall not be permitted to remove any documents. Making duplicate copies of documents shall be at the discretion of the department. The removing of any documents from the file shall be a disciplinary offense.
- B. Employees shall have the right to examine any documents contained in the file which relate to application for employment, appointments, wage and salary information, notices of commendation, notices of warning, admonition or discipline, authorizations for deductions, fringe benefit information, leave and attendance records, employment history with the Authority, dates of changes, retirement information, performance evaluations and physical medical records. If the employee

desires to examine information such as the employment application which is not contained in the departmental personnel file but is contained in the central personnel file, s/he may request the same and it will be provided without undue delay.

- C. The employee shall have the right to submit a written response to any negative documents but such response shall be confined to the specific issue(s) and must be a reasonable length.
- D. The Authority shall not be required to provide documents concerning ongoing criminal investigations, documents prepared for civil, criminal or grievance procedure hearings, medical records (other than those specified), letters of reference or material relating to plans for future operations.

## **VI. UNION ACTIVITY**

- A. The Employer agrees that three (3) employees who are Union members shall participate in negotiations with management without loss of time or pay. This privilege shall not be abused or unduly withheld. Both the Union and the Employer shall indicate to each other, in writing, who will attend the negotiating sessions at least one (1) week prior to the commencement of negotiations.
- B. The parties agree that the Union shall have permission to hold meetings and conduct normal Union business on Authority facilities during non-working hours. Arrangements for the use of such facilities shall be mutually agreed upon in advance between the Union and division director. This privilege shall not be unduly requested or withheld.
- C. Both parties agree that three (3) designated union stewards or two (2) alternate stewards in place of one of the stewards, may perform investigation and presentation of grievances to the Employer, during working hours without loss of time or pay, up to a maximum of five (5) hours per month per steward, excluding time spent in formal grievance meetings as set forth in the grievance procedure in Article XIII, Grievance and Arbitration Procedure. Additional time for grievance investigation may be requested of the Executive Director. Arrangements shall be made with the immediate supervisor for the designated union steward's or alternate's release. The Union shall provide the Authority with any change in authorized union stewards and alternate in writing as promptly as possible.
- D. The Authority agrees that the Union's President or her/his designee, who shall be identified in advance to the Authority's Executive Director, shall have the right with prior notice to the Executive Director or her/his designee, to appear at work sites to investigate working conditions, provided that there shall be no interference with the normal operations of the Authority. Said Union officials must obtain advance permission from the Executive Director or her/his designee in order to speak with employees during working time, provided that said permission will not be unduly withheld.
- E. The parties agree that the Union shall have the use of a portion of specific bulletin boards at 701 Market Street, 2415 S. Swanson Street, Philadelphia International

Airport Administration Building, and Impoundment Lot #1 for the posting of notices concerning Union business of general interest to its members.

## **VII. REPORTING SYSTEM**

- A. The Authority shall submit to the Union once per year, provided the Union so requests at least two (2) weeks in advance, the allocation of all positions in the bargaining unit with a listing of job classifications and title, pay grade and name of the employees filling each position.
- B. The Authority shall notify the Union, in writing, within ten (10) working days of new appointments or transfers and promotions of employees within the bargaining unit as previously defined.
- C. The Authority shall notify the Union as promptly as is practicable, but no later than monthly, the names and job classifications of each employee leaving, entering or re-entering the bargaining unit.
- D. Upon request of the Union, no more frequently than quarterly, the Authority shall provide to the Union names, dates of hire, positions and departments of all employees in the bargaining unit.

## **VIII. MANAGEMENT RIGHTS**

- A. The Union recognizes the exclusive right of the Authority to determine its operating policies and manage its business in light of its experience, business judgment, changing conditions, and its statutory responsibilities. It is understood and agreed that all rights, powers and authority possessed by the Authority prior to the signing of this Agreement whether exercised or not shall be retained by the Authority except where expressly abridged by a specific provision of this Agreement.
- B. Except where expressly abridged by a specific provision of this Agreement, the Authority retains the sole and exclusive right to hire, promote, transfer, demote for non-disciplinary reasons, assign and otherwise direct the working force; to discipline, demote for disciplinary reasons, suspend or discharge for just cause; to determine the number and arrangement of work shifts and the number of employees to be assigned to each; to determine the starting and stopping time for each shift and each employee and when breaks may be taken based upon operational needs of the Authority; to determine the amount of compulsory overtime to be worked; the right to establish rules, regulations and policies; the right to establish new job classifications and departments; the right to determine the way in which the Authority's services shall be provided to its customers and the public; the right to determine the method of training employees; the right to organize, discontinue, enlarge or reduce a department, facility or function; the right to assign employees to other departments as operations may require; the right to introduce new or improved facilities; the right to introduce a change in the method or methods of operations which will produce a change in job duties and reduction in personnel; the right to give

or assign work to outside contractors for any lawful reason; and the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Authority.

- C. The above rights of the Authority are not all inclusive, but indicate the type of matters and rights which belong to and are inherent to the Authority.

#### **IX. JOINT LABOR MANAGEMENT COMMITTEE**

- A. A Joint Labor Management Committee comprised of no more than three (3) bargaining unit employees representing the Union and three (3) representatives of management shall meet at least quarterly at mutually agreeable times and places to discuss labor management issues of mutual concern. The parties may exchange proposed meeting agenda items prior to each meeting. Additional meetings may be scheduled if reasonably requested.
- B. The Union shall notify the Authority within thirty (30) days of the effective date of this Agreement as to the identity of its employee representatives, and shall notify the Employer at least seven (7) days prior to any scheduled meeting of any change in its representatives. The employees serving on this Joint Labor Management Committee shall attend official meetings without loss of time or pay.

#### **X. NON-DISCRIMINATION**

- A. 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, marital status, age, national origin, union membership, political belief or affiliation, or disability as defined under applicable laws.
- B. The Authority recognizes that no employee shall be subjected to sexual harassment. Sexual harassment shall be deemed just cause for disciplinary action.

#### **XI. PROBATIONARY PERIOD**

- A. Employees who are newly hired or promoted shall serve a probationary period of six (6) months. The parties agree that obtaining permanent status in the class for which the probation is being served is contingent upon successful completion of probation.
- B. There shall be a written evaluation of the employee's work performance prior to the end of the six (6) month probationary period. If no performance report is provided, the employee is considered to be satisfactory.
- C. During the six (6) month initial probationary period, if a problem arises as to the employee's performance, the employee and the Union shall be notified.
- D. Should the Authority determine that an employee is not performing the duties of her/his position satisfactorily, the Authority, at its discretion, may authorize that the employee be discharged in the case of newly-appointed probationary employees or

restored to her/his former position in the case of newly promoted employees, provided that such action is not taken in whole or in part on the basis of discrimination prohibited by the contract or law.

- E. Whenever a newly appointed probationary employee is absent from work for any of the reasons listed below for a cumulative period of thirty (30) working days or more, the Authority may extend the employee's probationary period for a period of time equal to the length of absence:
  - Sick leave
  - Vacation leave
  - Military leave
  - Leave without pay
  - Any combination of the above that exceeds the prescribed time limit.
- F. At the Union's request, the probationary period can be extended in other circumstances with the mutual consent of the Authority.

## **XII. SENIORITY**

- A. Seniority shall, for the purpose of this Agreement, be defined as including all paid continuous service of an employee since her/his last date of hire with the Authority, and all periods of approved leave of absence without pay and suspension without pay, or periods awaiting reinstatement or reappointment in Authority service following separation or layoff (provided that the employee is on a valid layoff list pursuant to Article XXXV Layoffs, which does 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. Up to three (3) shop stewards shall have super seniority for the purposes of layoff and recall from layoff.
- D. 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.

### **XIII. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance shall be defined as a dispute or disagreement raised by the Union against the Authority regarding an alleged breach of the provisions of this Agreement.
- B. Nothing in this grievance procedure shall preclude either party from attempting to settle any grievance informally, at any level, to promote orderly and cooperative relationships. Such informal attempts to resolve grievances shall in no way affect or negate any of the restrictions pertaining to the timely processing of or responding to grievances contained herein. In processing any grievance the formal procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice on either side.
- C. Any decision on a grievance which is not appealed to the next step of the procedure within the specified time limits stated below shall be considered settled on the basis of the Authority's last reply. These time limits shall be extended up to ten (10) days to accommodate documented absences of the aggrieved due to illness or scheduled leave time. The time limits may be extended for other reasons by mutual written consent of the Union official and the Authority official designated at that step of the grievance procedure.
- D. Grievances shall be processed and resolved in accordance with the following procedure:
  - Step One: The Union Steward shall discuss a grievance with the immediate supervisor. If the grievance is not informally resolved the Union must within ten (10) days after the occurrence giving rise to the alleged violation or within ten (10) days after the employee knew or had reason to know of the event giving rise to the grievance submit the grievance in writing on the approved form to the immediate supervisor. The immediate supervisor shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond, the Union shall be responsible for processing the grievance to Step Two at the end of the above time period.
  - Step Two: If the grievance is not resolved or no reply is given the Union in Step One, the Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step One answer (or its due date) to the department head, the equivalent level of authority or her/his authorized representative for resolution. The department head shall provide a written reply within seven (7) days of submission. In the event of a failure to resolve or respond, the Union shall be responsible for processing the grievance to Step Three at the end of the above time period.
  - Step Three: If the grievance is not resolved or no reply is given in Step Two, the Departmental Union Representative must refer the grievance, in writing, within seven (7) days of the Step Two answer (or its due date) to the Executive Director of the Authority. A meeting shall be held between the Executive Director, her/his designee, the Personnel Director or her/his designee, the appropriate Union officials and the



aggrieved. The Executive Director or her/his designee shall provide a written reply within ten (10) days of the submission of a grievance.

Step Four: If a grievance is not resolved at Step Three it may be referred within fifteen (15) days of the Step Three answer (or its due date) by the Union to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association. Nothing herein shall preclude the parties from first attempting to select an arbitrator by mutual agreement. (In the event that a Review Panel is formed by the Union to consider decisions by the Union's Grievance Committee to withdraw grievances, then the Union shall have an additional fifteen (15) days beyond the normal time period in which to submit the grievance to arbitration.) The Employer must be notified before the 15th day after the Step Three answer (or its due date) is issued, that an appeal has been filed with the Review Panel. Should the Review Panel reverse the decision of the Union's Grievance Committee, then the grievance must be submitted to arbitration within thirty (30) days of the Step Three answer (or its due date).

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

- E. Computing Time Limits. Saturdays, Sundays, holidays and other regularly scheduled days off shall be excluded from the computation of the time limits under this grievance and arbitration procedure. Time is of the essence.
- F. Effect of Settlement. The disposition of a grievance at any step of the grievance procedure by agreement between the Authority and the Union shall be final and binding upon the Authority, Union employees, or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Authority and the Union shall be final and binding.
- G. Authority of Arbitrator. The arbitrator will make findings and render a decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.
- H. Effects of Decision. The decision of the arbitrator shall be final and binding upon the Authority, the Union and the employees covered by this Agreement.
- I. Retroactivity of Awards. Awards of settlement of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented by its presentation at Step One of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Authority and the Union or ordered by an arbitrator, as the case may be, less any unemployment compensation or income from other full-time employment that the aggrieved employee may have received from any source during the period for which back pay is claimed.
- J. Expenses. The expenses of the arbitration process and the arbitrator's fee shall be borne equally by the parties.

- K. Expedited Arbitration. Upon mutual written agreement of the Union and the Authority, either party may request that the American Arbitration Association process a demand for arbitration pursuant to the American Arbitration Association's rules for expedited arbitration.
- L. Additional Grievance Provisions.
  - 1. Regarding any employee who has been suspended without pay or discharged, the Union shall bypass Steps One and Two of the grievance procedure and file the grievance directly with the Authority's Executive Director within ten (10) days of the suspension or discharge or notice thereof. No later than the next regularly scheduled work day of the Authority following the day on which the suspension or discharge occurred, a preliminary meeting shall be held among the employee, a representative of the Union and the Authority's Executive Director or her/his designee. Thereafter, the grievance shall be processed in accordance with Step III of the grievance procedure.
  - 2. A grievance which affects a substantial number of employees, and where the facts of the case are identical to all employees involved, may initially be presented by the Union as a class grievance at Step Two of the grievance procedure so long as the grievance is filed within ten (10) days of its occurrence.

#### **XIV. WAGES**

- A. Wage Rates
  - 1. All permanent full-time, non-probationary employees in classes represented by Local 2187, District Council 47, AFSCME AFL-CIO, who are on the active payroll as of the date of ratification of the Memorandum of Agreement shall receive a lump sum ratification bonus as follows:
    - a. Employees on the active payroll during the period from August 31, 2009 to present shall receive \$2,400.00.
    - b. Employees on the active payroll during the period from August 31, 2010 to present shall receive \$1,800.00.
    - c. Employees on the active payroll during the period from August 31, 2011 to present shall receive \$1,200.00.
    - d. Employees on the active payroll during the period from August 31, 2012 to present shall receive \$600.00.
    - e. Employees in a probationary status shall receive \$600.00 upon satisfactory completion of their probation.
    - f. A permanent employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status, as of the ratification of this agreement, will be eligible for the lump sum ratification bonus only if he or she returns to the active payroll before ninety (90) days after the ratification of this agreement and remains on the active payroll for at least sixty (60) consecutive calendar days.

- g. The aforesaid bonus will not be added to the employees' base 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.
2. Effective and retroactive September 1, 2013, there shall be a two and one-half percent (2.5%) increase in each step of each pay range of the Local 2187, District Council 47 pay plan. Effective September 1, 2014, there shall be a three percent (3%) increase in each step of each pay range of the Local 2187, District Council 47 pay plan. Effective September 1, 2015, there shall be a two and one-half percent (2.5%) increase in each step of each pay range of the Local 2187, District Council 47 pay plan. Effective September 1, 2016, there shall be a three percent (3%) increase in each step of each pay range of the Local 2187, District Council 47 pay plan.
  3. All permanent full-time, non-probationary Accounts Payable Processing Technicians, Operations Analysts I, II & III, Parking Investigators, Revenue Analysts I & II, TLD Inspectors, TLD Analysts and TLD Processing Specialists who are on the active payroll, shall receive a lump sum technology fee payment of \$260.00 on the first pay day after September 1 and March 1 each year of the contract. Such lump sum payments shall not be included in the employee's base pay. A permanent employee who is on a leave of absence without pay, including employees on workers compensation or injured on duty status as of the date of the payment, will be eligible for the lump sum payment only if he or she returns to the active payroll within sixty (60) days of the payment date and remains on the active payroll for at least sixty (60) consecutive calendar days.
  4. The pay range for each job classification shall be:
 

Accounts Payable Processing Technician	A9
Administrative Analyst III to the Director	A12
Claims Representative Analyst	A9
IT Airport System Administrator	A18
IT Network Administrator	A19
IT System Developer	A16
IT Specialist	A13
IT Trainee	A9
Operations Analyst I	A7
Operations Analyst II	A9
Operations Analyst III	A12
Parking Investigator	A7
Revenue Analyst I	A7
Revenue Analyst II	A9
Safety Officer	A13
Taxi & Limousine Inspector	A10
Taxi & Limousine Analyst	A9
Taxicab & Limousine Processing Specialist	A7

5. Night Shift Differential

1. Night shift differential shall be paid:
  - a. between the hours of 4:00 p.m. and 12:00 midnight, at the rate of forty-five (\$.45) per hour, except as provided in 2.a. below.
  - b. between the hours of 12:00 midnight and 8:00 a.m., at the rate of fifty-five (\$.55) per hour.
2. Night shift differential shall not be paid:
  - a. for work by an employee whose regularly scheduled tour of duty commences between 6:30 a.m. and 10:30 a.m.
  - b. during the leaves for illness, vacation, or for any other time not worked, whether paid or not.
3. Night shift differential shall not be increased by any overtime factor.

B. Longevity Pay

Employees shall receive longevity pay which shall be paid in a lump sum on the first pay after the employee's anniversary date, based upon years of continuous service with the Authority, as follows:

After 5 years of service	\$625
After 10 years of service	\$825
After 15 years of service	\$1,025
After 20 years of service	\$1,225
After 25 years of service	\$1,425
After 30 years of service	\$1,625
After 35 years of service	\$1,825
After 40 years of service	\$2,025
After 45 years of service	\$2,225

**IX. HEALTH AND WELFARE AND DISABILITY INSURANCE**

- A. Effective and retroactive to September 1, 2013, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$1,117.57 per month per bargaining unit member. Effective September 1, 2014, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$1,229.56 per month per bargaining unit member. Effective September 1, 2015, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$1,340.22 per month per bargaining unit member. Effective September 1, 2016, the Authority shall contribute to the Union's Health and Welfare Fund at a rate of \$1,460.84 per month per bargaining unit member.
- B. The Authority will contribute to the District Council Health and Welfare Fund for the current month for any employee that is hired between the first and fifteenth of that month, and will contribute starting the following month for any employee hired after the fifteenth of the prior month. Contributions shall not be made for those employees promoted to a position in the bargaining unit who have had contributions made to another fund providing health insurance for that month.

- C. The said Fund shall provide to each bargaining unit participant of the Authority the same level of benefits as it provides to City employees who are participants of the District Council 47 Health and Welfare Fund, which includes 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 pursuant to the terms set forth in the Fund's plans descriptions.
- D. Employees who elect not to become union Health and Welfare members and pay a fair share fee to the union are permitted to join the Authority's Health and Welfare plan. However, the Authority is responsible to pay for the employee's Health and Welfare only to the amount which is paid to the unions Health and Welfare fund monthly. All employees shall have the ability to withdraw from the union's Health and Welfare plan during the first fifteen (15) days of this Agreement for the purposes of selecting an option on Health and Welfare.
- E. Each full-time employee who terminates her/his employment after ten (10) years of continuous service to immediately become pensioned under the City of Philadelphia Municipal Retirement Plan, shall receive five (5) years of health and welfare coverage.
- F. If an employee who has ten years of continuous service and is vested for pension purposes, dies while in active duty, the Authority shall make the post-retirement health insurance contribution for five years following the employee's death. This contribution shall only be made to continue to provide health insurance coverage to the surviving eligible spouse or spouse equivalent and/or eligible dependents of the deceased employee, provided that such survivors were receiving health coverage through the Authority contribution prior to the employee's death. Further, such surviving spouse or spousal equivalent and/or dependents must continue to meet eligibility requirements that existed prior to the employee's death.
- G. Employees who separate from Authority service after the effective date of this contract and who are otherwise eligible for the five year period of post retirement health and medical contribution may elect to defer receipt of the coverage. Deferred coverage shall be for a continuous five year period. The election must be made in writing to the Authority on a form in conformance with a procedure to be established by the Authority with a copy to the District Council 47 Health and Welfare Fund. The Authority shall accumulate the amount of the contribution that would be made to the Health and Welfare Fund during the period of the deferral. When the employee notifies the Authority to commence contributions, the remaining period of Authority contribution shall be exhausted, and at that time the deferred credit will be paid to the Fund for each eligible month.
- H. At retirement, in lieu of receiving a cash payment, an employee may elect to use all or part of his or her accumulated sick leave to purchase an extension of the five (5) year period of retiree health coverage. For purposes of purchasing extended benefit coverage, conversions will be done in blocks of fifteen (15) days for six (6) months of coverage. Partial credits will be granted for blocks of less than fifteen (15) days to the extent administratively feasible and prorated accordingly.

- I. The Authority shall be furnished, at least once a year, a fully certified audit of the District Council 47 Health and Welfare Fund. In addition, the Authority shall have the right to review the City of Philadelphia's audit of the Fund's records.
- J. The disability insurance coverage included in the Authority's Employee Handbook shall be incorporated into this Agreement.
- K. The Authority shall continue to provide a pre-federal income tax Dependent Care Reimbursement Account for bargaining until 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 dependant care expenses. Any money not used to pay for eligible dependant 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.

#### **X. LIFE INSURANCE**

- A. Life insurance currently 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 \$250,000.
- B. Said employees shall also be covered by the Authority's accident and dismemberment insurance policy.
- C. Full-time employees in classes of positions represented by AFSCME Local 2187 who retire from Authority service to one of the Authority's pension plans shall be offered at no cost to them, group term life insurance coverage in the amount of \$12,000 with double indemnity for accidental death or dismemberment, provided, however, that such retiring employee must, at date of retirement, have no less than ten (10) years of continuous Authority service, provided further, however, that the ten (10) years need not be continuous, if the amount of service need to complete the ten (10) years was begun through re-employment or reinstatement within one year of the last previous separation.

#### **XI. PRE-PAID GROUP LEGAL SERVICES**

- A. Effective with the execution of this Agreement, the Authority shall contribute the sum of \$17.00 per member per month for each employee in pay status within the bargaining unit to the District Council 47 Group Legal Services Fund. It is understood that said Fund shall:

1. Provide quality legal services to all employees of the bargaining unit and their dependents in a manner which is designed to insure a high degree of legal competence and services.
2. Operate in an economically sound manner.
3. Not be used for the institution of legal proceedings against the 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.

## **XII. PENSION AND SOCIAL SECURITY**

- A. Bargaining unit employees shall be covered as follows:
  1. All bargaining unit employees hired before September 1, 1992, 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.
  2. All bargaining unit employees hired on or after September 1, 1992 who qualify shall be covered by Pension Plan "87M" as modified by the City of Philadelphia contract with District Council 47.
- B. The Authority shall contribute for each bargaining unit employee hired before September 1, 1992 who qualifies the amount of employer contributions as required by the Municipal Retirement System Ordinance and the contract entered into by the Authority pursuant thereto, as referred to in Paragraph A.1 of this Article or as required by Pension Plan 87M as referred to above in paragraph A.2 of this Article.
- C. Bargaining unit employees shall contribute as follows:
  1. Each bargaining unit employee hired before September 1, 1992 who qualifies shall contribute the amount of employee contributions as required by the Municipal Retirement System Ordinance and the contract entered into by the Authority pursuant thereto, as referred to in Paragraph A of this Article, subject to an offset equivalent to 2¼% of the employee's earnings as defined for Social Security tax purposes.
  2. Each bargaining unit employee hired on or after September 1, 1992 who qualifies shall contribute the amount of employee contributions as required by the 87M plan subject to offset, if any or therein provided.

- D. Employees may attend the Pension Board's Pre-retirement Seminar on "E" time once a year.
- E. 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 that 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 District Council 47 and as provided by law and agreement between the Authority and the City of Philadelphia Board of Pension and Retirement. The issue of retirement healthcare benefits shall be negotiated between the Authority and the Union in the event the Authority elects to participate in the Commonwealth Plan.
- F. An employee who is awarded a Service Connected Disability Pension, regardless of their years of Philadelphia Parking Authority service, will be deemed eligible for Health and Welfare Benefits for five (5) years.

### **XIII. SICK LEAVE**

- A. Employees in the bargaining unit hired after the ratification of this agreement shall accrue twelve (12) sick leave days per year. Employees in the bargaining unit hired between March 21, 1996 and the ratification of this Agreement shall accrue fifteen (15) sick leave days per year. Employees hired before March 21, 1996, shall accrue twenty (20) sick 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 return to work on the date originally indicated, the employee must call again to indicate the new expected date of return.
  - 3. During regular working hours when an employee is on sick leave s/he must remain at home except for personal needs or needs related to the illness or injury. If an employee must leave for needs related to the illness or injury s/he



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, she/he must again notify the Authority with the information regarding the doctor who will certify that the doctor's visit will exceed three hours. (See Sideletter D)

4. While on sick leave an employee may be called or visited by a sick leave investigator unless the employee has 150 or more days of accumulated sick leave. 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. Unpaid sick leave (T Time) shall not exceed ten (10) days. However, nothing in this provision shall prevent an employee from exercising his or her rights under the Family Medical Leave Act or Article XXVI, Leave of Absence.
6. A medical certificate is required for all absences of more than two (2) consecutive work days. An employee who must be absent on unpaid sick leave as permitted in Paragraph 5 above, must present a medical certificate for each absence. 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 s/he 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. A medical certificate must contain the following information.
    - (1) The date, time and place the employee was treated.
    - (2) The date(s) the employee was unable to work due to illness or injury;
    - (3) If appropriate the date of expected return to work; and,
    - (4) The doctor's name, address, telephone number, signature and date.  
(See Sideletter D)
7. Philadelphia Parking Authority Excessive Use of Sick Leave Policy  
The Philadelphia Parking Authority Sick Leave Policy will govern the use of sick leave, as follows:
  - a. An employee, who in any calendar year uses a total of six (6) occurrences of sick leave without a medical certificate shall be placed on the Excessive Use of Sick Leave List. The employee shall be notified after reaching three (3) uncertified sick occurrences within a calendar year that three (3) more occurrences will result in her/his placement on the Excessive Use of Sick Leave list.
  - b. An employee will be warned by the Authority after three (3) undocumented occurrences of pattern abuse. This includes the use of uncertified sick leave in conjunction with scheduled days off, holidays, payday, or overtime shifts. Any two (2) additional occurrences of pattern abuse will result in the employee's placement on the Excessive Use of Sick Leave List.

An employee will be warned by the Authority after five (5) documented occurrences of pattern abuse. This includes the use of certified sick leave in conjunction with scheduled days off, holidays, payday, or overtime shifts. Any two (2) additional occurrences of pattern abuse will result in the employee's placement on the Excessive Use of Sick Leave List with the exception of any employee who has presented, and the Authority has approved, documentation that requires regular or scheduled medical absence.

- c. 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.
- d. 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.
- e. 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 as long as the employee on the Excessive Use of Sick Leave List.
- f. 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.
- g. 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.
- h. 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 Article XIII, Grievance and Arbitration Procedure.
- i. An employee placed on the Excessive Use of Sick Leave List who violates any of the provisions of this section or any other time and attendance policy will not be paid for the day(s) not worked, and will be disciplined in accordance with the following procedure.

First Occurrence	Written Warning
Second Occurrence	One (1) Day Suspension
Third Occurrence	Three (3) Day Suspension
Fourth Occurrence	Five (5) Day Suspension
Fifth Occurrence	Ten (10) Day Suspension
Sixth Occurrence	Subject to Discharge

- C. 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 XXII, Administrative Leave, during the next year (January 1 to December 31). An employee who uses less than five (5) sick days in the course of a year (January 1 to December 31) will receive one (1) Administrative Leave day, pursuant to Article XXII, Administrative Leave, during the next year (January 1 to December 31). When necessary, an employee may, up to twelve (12) times per calendar year, take a two (2) hour leave for a doctor's visit, provided that:
1. The employee gives notice of the appointment two (2) business days prior to the date of the scheduled medical appointment; and
  2. The employee furnishes her/his supervisor with a medical certificate verifying the said visit. Any employee who fails to provide a medical certificate upon return from a medical visit within forty-eight (48) hours will be carried AWOL and be subject to progressive disciplinary action.
  3. In the event a doctor's visit extends to three hours, the employee may use one hour vacation leave in conjunction with the doctor's visit.
- D. 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.
- E. The existing policy of unlimited sick leave accrual shall remain in full force and effect.

#### **XIV. 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 (3) 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 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 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 the 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 payment 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 one hundred fifty (150) 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 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 days must be made at least eight (8) days in advance.

Requests for vacation/compensatory time leave will be granted based on the operational needs of the Authority. Accordingly, the following procedure will be applied:

- 1. The number of approved vacation/compensatory time requests will be determined by the number of employees assigned to a shift within the job classification, unless shift assignments are divided into squads for a specific job classification, in which case it will be determined by squad.
  - a. For shifts/squads with eight or more employees in a job classification, two employees will be granted approved vacation/compensatory time leave.
  - b. For shifts/squads with less than eight employees in a job classification, one employee will be granted approved vacation/compensatory time leave.

- c. During the following periods, one employee in addition to the number allowed in a. and b. above, will be granted vacation/compensatory time leave.
  - The week before and after New Year's Day
  - The months of July and August
  - The week including Thanksgiving Day
  - The week before and after Christmas Day
- 2. Requests for vacation/compensatory time may be submitted up to ninety (90) days prior to the date of the requested leave. All requests will be approved on a first come, first approved basis. Should more requests for leave than is permitted by departmental policy be submitted at the same time, for the same day or days, the most senior person based on Job Classification Seniority shall be approved.
- G. Nothing in this policy will affect the process laid out for securing Administrative Leave or Sick Leave as addressed in other sections of this contract.
- H. 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 accordingly. Such discipline is subject to review in accordance with the Grievance and Arbitration provisions of this Agreement. To replace emergency vacation leave, each employee will be immediately granted two (2) additional annual administrative leave days.
- I. Once each year, between January 1 and March 31, an employee may sell back to the Authority five (5) days of vacation leave so long as the employee maintains a balance of at least ten (10) days after the sell back.
- J. The Authority reserves the right to approve or deny vacation leave requests based on the operational needs of the Authority.

## **XV. HOLIDAYS**

- A. All permanent employees in active pay status shall receive their regular compensation for the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day, or the day celebrated as such.
- B. When a holiday falls on Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the employee shall receive a compensatory day.
- C. If employees are required to work on such a day, in addition to her/his normal pay for the day, the employee shall receive an additional one and one-half (1½) day's pay at her/his regular rate of pay for the holiday worked.
- D. Shift employees for whom a holiday falls on their regularly scheduled day off (for example, where employees work Tuesday to Saturday and a holiday falls on a Monday) shall receive a compensatory day off at their regular rate of pay in lieu of the holiday.

- E. In order to qualify for a holiday not worked, an employee shall be required to have worked on his or her last scheduled work day immediately preceding the holiday and on his or her next scheduled work day immediately after the holiday, unless the employee's absence on these days is an excused absence with pay within the meaning of this Agreement.
- F. If an observed holiday falls within an employee's vacation leave, the holiday is charged not as a vacation day, but as a holiday.
- G. Holiday compensatory time and other compensatory time (which was earned prior to the execution of this agreement) may be carried over from year to year.
- H. At termination, separation or retirement each employee shall be recompensed fully for any and all unused compensatory time.

#### **XVI. ADMINISTRATIVE LEAVE**

Annual Leave in the form of Administrative Leave shall be granted to bargaining unit employees each year to be used for any purpose at any reasonable time. On July 1, 2014, four (4) Administrative Leave days shall be granted and on January 1, 2015, three (3) Administrative Leave Days shall be granted, all of which must be used by June 30, 2015. In subsequent years, three (3) Administrative Leave days will be granted on July 1 and three (3) Administrative Leave Days will be granted on January 1. Such Administrative Leave shall not be used for periods of less than a full day, nor shall it be used during the first ninety (90) days of employment. Further, it shall not be accumulated from year to year (July 1 to June 30).

#### **XVII. FUNERAL LEAVE**

- A. In the event that there is a death in the immediate family of an employee, immediate family consisting of only a spouse, domestic partner, parent, child, grandparent, grandchild, brother, sister, father-in-law or mother-in-law, and the employee attends the funeral service, such employee shall be granted a four (4) day leave of absence with full pay. At the Authority's option, eligibility for spousal equivalent leave may require satisfaction of the standards set forth in the Philadelphia Parking Authority Board Rules.
- B. 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 the list set forth above, family defined as sister-in-law, brother-in-law, first cousin, 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.

## **XVIII. JURY DUTY LEAVE**

Employees who are called for jury duty shall be permitted to be absent from work during the period of their jury duty. Said employees shall receive their regular rate of pay, while on jury duty, provided they remit to the Authority their jury duty pay (excluding expense reimbursement), and provided that they give notice to their supervisor as soon as they receive notice from the courts of their jury assignment.

## **XIX. MILITARY LEAVE**

Employees in the military reserve or National Guard shall be permitted a leave of absence for required military duty of up to fifteen (15) days per year and shall be compensated in accordance with state and federal laws.

## **XX. LEAVE OF ABSENCE**

- A. The Authority may grant a leave of absence without pay for a period not exceeding one year to an employee upon the employee's written request. Such leave, however, may, for meritorious reasons, be extended for additional periods with the approval of the Authority. The employee's written request shall be made upon forms prescribed by the Authority and shall state the duration of the requested leave and the reason for the request.
- B. In order that the status of an employee on leave and that of the substitute, if any, may at any time be determined, such leave shall be given for definite stipulated periods. If, on the day following the expiration of a leave, the employee has not returned to her/his position and the leave has not been extended, the employee shall be considered to have resigned from her/his position and the Authority shall then separate the employee, unless the employee proves within thirty days that such absence was excusable.
- C. No leave of absence shall be granted to an employee who has not completed her/his probationary period, except:
  - 1. In cases of serious illness where the Authority, after examination of the facts of each case, shall find that such leave of absence should be granted; or
  - 2. To meet the extraordinary situation where it appears to be for the good of the Authority.
- D. At the expiration of a leave of absence without pay an employee reporting for duty shall thereupon be returned to the position filled by her/him when such leave was granted. An employee may return to duty before the expiration of her/his leave only with the approval of the Authority. Return to duty in all instances shall be reported on forms prescribed by the Authority.
- E. An employee who is absent without a valid leave of absence for five (5) consecutive working days shall be deemed to have abandoned her/his position and to have resigned from the Authority unless s/he shall within a period of ten (10) calendar days next succeeding such five (5) days prove to the satisfaction of the Authority that such failure was excusable; provided, however, that nothing herein contained shall be

- construed as preventing the Authority from suspending or discharging an employee on account of unauthorized absence.
- F. Permanent employees shall be granted a medical leave of absence without pay for up to one (1) year, provided that the employee furnishes the Authority with appropriate medical documentation. Additional time may be granted by the Authority upon submission of additional appropriate medical documentation. An employee may return to duty before the expiration of her/his medical leave of absence provided said employee furnishes the Authority with medical documentation of her/his fitness to return to duty.
  - G. An employee shall be granted a maternity leave of absence or a parental leave of absence without pay:
    - 1. For maternity reasons, or when an employee who is a natural father requests a parental leave of absence commencing with the birth of his baby for primary care purposes.
    - 2. An employee who is incapacitated as a result of pregnancy will be permitted to use accrued sick leave as indicated below:
      - a. An employee who, during the term of pregnancy, is medically incapacitated as a result of pregnancy will be considered eligible for accrued sick leave in the same manner as any other incapacitating illness or injury.
      - b. In the period prior to delivery, accrued sick leave may be used upon the written recommendation of the employee's doctor that the employee can no longer work.
      - c. With certification by the employee's physician, accrued sick leave may be used from the time of delivery forward for four (4) calendar weeks.
  - H. An employee shall be granted a parental leave of absence for primary care purposes when the employee adopts a child. The leave of absence may commence on the date the employee assumes custody of the child. An employee on a maternity/parental leave of absence shall retain her/his same position if such leave of absence does not exceed six (6) months. Beyond six (6) months, in the event of medical necessity, the maternity/parental leave shall be extended as necessary.
  - I. After ten (10) years of continuous service, an employee has the right, consistent with the needs of the Authority, to an educational leave without pay for up to twelve (12) months.
  - J. An employee serving as a Union official (paid by the Union as a full-time employee) of District Council 47 or Local 2187 shall, upon written application to the Executive Director or her/his designee, be granted a leave of absence without pay for the period of such service. The leave of absence will be valid only for the period that the employee has been elected or appointed to serve as a full-time Union official. If an employee is re-elected or re-appointed as a full-time official, the leave of absence without pay shall again be granted upon written application to the Executive Director. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the employee organization.



## **XXI. WORKERS' COMPENSATION**

- A. Employees out on Workers' Compensation due to an injury sustained in the course of work for the Authority shall, for a period up to eighteen (18) months continue to accrue seniority and leave time, and have contributions made on their behalf to the District Council 47 Health and Welfare and Legal Services Fund and the Pension Fund provided the employees continue to make their required contributions to the Pension Fund.
- B. An employee assigned to a light duty assignment as a result of a work related injury shall be assigned consecutive days off if he or she has consecutive days off on his or her regular shift.

## **XXII. COURT WITNESS FOR THE PHILADELPHIA PARKING AUTHORITY**

- A. An employee shall be considered detailed with compensation for the actual time required from his or her regularly assigned duties when:
  - 1. The employee acts as a witness in litigation on behalf of the Authority.
  - 2. The employee is subpoenaed by the federal, state or local government to testify as a witness other than a character witness in a criminal matter.
  - 3. At the request of the Authority, he or she appears in her/his official capacity in any hearing of any agency of federal, state or local government.
  - 4. The employee is forced by subpoena to appear in her/his official capacity in a proceeding in which neither the employee nor the Authority has a direct interest subject to advance notice to and approval of the Authority's Legal Department.

## **XXIII. HOURS OF WORK**

- A. The normal work week for full-time employees in the bargaining unit shall consist of an eight and one half hour (8½) scheduled work day with a one half (½) hour unpaid lunch break.
- B. For those job classifications which have shift duty tours, shifts will be assigned within classifications, or ranges of classifications, on the basis of job classification seniority as follows:
  - 1. Volunteers will be sought for all shifts. The Authority will determine and post for any additional positions available on any shifts. Employees will file written requests, on forms supplied for the purpose, for change of shift in response to such postings.
  - 2. Should the number of volunteers exceed the number of available positions, shift assignments will be awarded in the order of job classification seniority. Should sufficient volunteers not be found, employees will be selected in the order of reverse job classification seniority for such change of shift.
  - 3. Whenever an employee's shift is to be changed, whether at their request or not, the employee will receive written notification of the intended change not less than twenty-eight (28) calendar days prior to the effective date of the change.

Whenever a Taxi and Limousine Analyst or Inspector's shift is to be changed, whether at their request or not, the employee will receive written notification of the intended change not less than fourteen (14) days prior to the effective date of the change.

4. Job classification seniority for determining shift assignments shall be consistent with the provisions of Article XII, Seniority.
- C. The Authority and the Union shall establish a committee consisting of an equal number of representatives of the Authority and the Union, to study the feasibility of establishing a flexible work schedule for bargaining unit members in the Information Technology, Planning and Analysis, Ticketing and Parking Management Operations departments. The Committee shall issue its recommendations within one hundred and twenty days. If the committee recommends flexible work schedules, their recommendations shall be established as a pilot program to last for six (6) months. Continuation of the pilot program shall be at the discretion of the Authority after discussion with the Union.

#### **XXIV. OVERTIME**

- A. Employees shall earn overtime pay at one and one half (1½) times their 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. Any employee who works an emergency situation declared by the City of Philadelphia will get compensatory time in addition to pay for any regular hours worked and overtime for any overtime hours.
- D. When an employee has accepted the opportunity to work an overtime assignment, they are required to report to work. Failure to report to an accepted overtime assignment, except in instances of documented illness up to four times in a calendar year, will be subject to progressive discipline in accordance with time and attendance policies.
- E. Compensation for a single overtime assignment may not be split between overtime pay or compensatory time. The employee may elect either overtime pay or compensatory time for each overtime assignment.

#### **XXV. PERFORMANCE EVALUATION**

- A. Each permanent employee shall receive an annual written performance evaluation without regard to the employee's eligibility for salary adjustment. The specific language and format of the evaluation form shall be developed by the 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 within fifteen (15) days of his or her anniversary 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, the employee's work performance will automatically be deemed satisfactory for pay purposes. No unsatisfactory employee performance evaluation report shall be in effect for more than three months.
- E. An employee who is otherwise entitled to an annual pay increment shall receive such increment provided that her/his most recent performance evaluation was 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.

#### **XXVI. JOB POSTINGS AND PROMOTIONS**

- A. Each non-entry level bargaining unit position which is open shall be posted at each Authority work site at least two (2) weeks prior to filling the position. Entry level positions shall be: Operations Analyst I, Parking Investigator, Revenue Control Analyst I, MIS Trainee, Taxi and Limousine Analyst, and Taxi, Taxi and Limousine Processing Specialist and Limousine Inspector.
- B. Postings shall include the job title, minimum salary, salary grade, salary range, duties and responsibilities and qualifications. The posting shall also indicate the department in which the current vacancy exists and shall state: "Subsequent vacancies in the same job classification, in any department, may be filled from the eligibility list established as a result of this posting." Postings shall also indicate whether a test will be administered, the weight given to any test, interview, seniority, or any other selection criteria. Postings shall list education, training and experience requirements and indicate that any combination of education, training and experience may be accepted as determined by the Authority.
- C. All applications must be submitted in writing to the Human Resources Department and any other office or individual as directed by the posting.
- D. Tests and/or interviews will be conducted for all candidates who meet the minimum training and experience requirements set forth in the job description.
- E. Employees shall be ranked on the promotion lists in order of qualifications. The Authority shall be solely responsible for determining whether an employee is qualified and for ranking the employee on the promotional list, which list shall expire after six (6) months from the date on which it was established. An employee ranked on the eligibility list may decline a position offered for any reason without affecting

- their rank on the list for subsequent vacancies. 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 to work performance, knowledge and skills 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.
- F. 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.
  - G. Prior to the posting of any position the Authority shall advise the Union of the weight given to each of the factors above.
  - H. 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.
  - I. All rejected applicants for a posted position shall receive written notification from the Authority of their rejection.
  - J. The authority shall maintain in the Personnel office a Promotion List that contains the scores of each ranked employee. Any employee ranked on that Promotion List may review the scores of all ranked employees.
  - K. The Authority shall make the Promotion List available to the Union upon request.
  - L. 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.
  - M. When an employee is promoted from a position in one class to a position in another class having a higher pay range, the employee will be paid at the pay step in the higher range which will provide for the employee an increase in an amount not less than would be provided by an upward adjustment of one pay step in the lower pay range.

## **XXVII. CLASSIFICATION, RECLASSIFICATION & JOB CATEGORIES**

- A. The Authority may establish new job categories and the level of classification for each new category. The Authority and the Union shall meet to discuss the new job category with duties and responsibilities defined. The Authority shall have the right to fill any position in a new job category in accordance with the applicable provisions of this Agreement.
- B. If a question arises as to the level of classification/reclassification, the Authority and the Union shall negotiate the level of classification. If the level of classification agreed to is higher than the level of classification being paid, such higher rate will be retro-active to the date the position was filled, or the date that the principal duties or responsibilities forming the basis for such higher classification were assigned, whichever most closely approximates the nature of the circumstances of the reclassification.

- C. If the parties are unable to agree to the level of classification, the following appeal process will be followed:
1. The appropriate division director will review the classification or reclassification issue as presented by the Union and attempt to arrive at an appropriate level of classification.
  2. If there is no agreement between the parties, the deputy executive director will review the classification or reclassification issue as presented by the Union and attempt to arrive at an appropriate level of classification.
  3. If there is no agreement between the parties, the issue will be referred to mediation, with costs borne equally by the parties, for a non-binding recommendation to the Executive Director.

#### **XXXIV. DISCIPLINE AND DISCHARGE**

- A. The Authority shall have the right to discipline or discharge any employee in the bargaining unit not serving an initial probationary period for just cause only.
- B. An employee has the right, upon her/his request, to have Union representation in any meeting with management involving or reasonably believed to be leading to disciplinary action.
- C. 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 the three (3) year period.
- D. Unless otherwise required by law, the Authority shall remove from any employee file that is transmitted to an employee's prospective employer any negative documents that are twelve (12) months or older.
- E. All violations of any time and attendance policy including sick leave, vacation, AL, compensatory time, AWOL, leave of absence, or any other provision regarding time and attendance issues, will be disciplined in the same progressive discipline series regardless of the type of leave for which the violation occurred. Multiple violations of time and attendance violations on the same day will result in only a one step advance in the disciplinary chain. During the first forty-five (45) days after ratification of the Agreement, the Authority will provide training and written material on the time and attendance policies. During that period, an employee who violates a time and attendance policy which would result in termination shall have the disciplinary action reduced to a ten-day suspension.
- F. The chain of discipline for time and attendance violations shall be:
- First Occurrence    Written Warning
  - Second Occurrence    One (1) Day Suspension
  - Third Occurrence    Three (3) Day Suspension
  - Fourth Occurrence    Five (5) Day Suspension
  - Fifth Occurrence    Ten (10) Day Suspension
  - Sixth Occurrence    Subject to Discharge

- G. An employee who has no violations of the time and attendance policy for twelve consecutive months shall be moved to the first step of the disciplinary chain.

#### **XXXV. LAYOFFS**

- A. 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.
- B. In the event of layoffs, the following procedure will be followed:
  - 1. The Union will be notified in advance and shall have reasonable time to suggest alternatives to the layoffs.
  - 2. To the fullest extent possible, the Authority will actively assist persons laid off in securing other employment with the Authority or outside. Said employees will be given priority for rehire to vacancies in classifications for which they are qualified.
- C. Layoffs shall be made in the following manner:
  - 1. The Authority shall determine the appropriate organizational unit within which the layoffs are to be made.
  - 2. The Authority shall determine the number of employees to be laid off and the class or classes in which the layoffs are to be made.
  - 3. Within each class in the appropriate unit, emergency employees shall be laid off first, followed successively by temporary, provisional, and permanent employees. Employees serving a probationary period are considered permanent employees for purposes of this section.
    - a. Among bargaining unit employees, layoffs shall be made in inverse order according to their combined total points derived from seniority credit and performance rating credit as computed by the Authority.
    - b. An employee within the appropriate layoff unit may elect, with the approval of the Authority, to be placed at the top of the appropriate layoff list, provided that if more employees so elect than the number of layoffs required, the established procedures for determining layoff order shall apply to all those who so elect.
  - 4. Copies of the computations of the seniority and performance rating credits shall be furnished by the Authority to the employees concerned.
  - 5. Each employee to be laid off shall be notified in writing at least two (2) weeks before the date of layoff, except where emergency considerations found and declared by the Authority required a shorter period of notice.
  - 6. When two or more employees have the same combined total of points from seniority credit and performance rating credit, the order of layoff shall be determined by giving preference for retention in the following sequence: (1) employee with the highest report of performance rating credit used in determining order of layoff; (2) employee with greatest total Authority service.
  - 7. Seniority credit shall be granted at the rate of one point for each year, or major portion thereof, of Authority and active military service:

- a. For the purpose of computing seniority credits, service shall include all paid Authority employment of an employee between date of appointment and date of layoff, or demotion in lieu of layoff, provided, however, that periods not exceeding fifteen (15) consecutive calendar days during which an employee is (a) on leave of absence without pay; (b) suspended without pay; or awaiting reinstatement or reappointment in Authority service following separation or layoff, shall also be included as service. Time served by an employee on a leave of absence without pay as a representative of the Union, as provided for in Article XXVI, Leave of Absence, shall be included as service. While an approved leave of absence without pay, suspension without pay, or layoff for a period exceeding fifteen (15) consecutive calendar days is not counted as service, time worked immediately preceding and that immediately following such breaks in employment is counted as service. If a person had a break in Authority service for reasons other than layoff, approved leave of absence, or suspension without pay for more than fifteen (15) continuous calendar days, s/he shall upon re-employment earn seniority as a new employee.
  - b. Seniority credit shall be granted for each year or major portion thereof of active service in the armed forces of the United States or in any women's organization officially connected therewith, during any war or armed conflict in which the United States engaged and which was gained prior to entry in Authority service. A veteran who was reinstated from military leave shall receive seniority credits for the time spent on such leave on the same basis as if it were Authority service.
8. Performance rating credit shall be computed on the basis of the employee's last performance report for the class designated for layoff and which has been on file with the Authority's Personnel Director thirty (30) days prior to the date the employee is notified of layoff, in the following manner: From zero (0) points to forty (40) shall be assigned to each factor rating, based upon the five factors utilized in the performance ratings pursuant to Article XXXI, Performance Evaluation. The lowest of the five factors shall be worth zero points, the next highest 10 points, the middle factor 20 points, the next highest 25 points and the highest factor 30 points. To obtain the performance rating credit of an employee the sum of all points assigned to her/him on her/his performance report shall be divided by the total number of utilized factors. In the event there is no performance report on file for an employee for the class designated for layoff as required in this section, the employee's performance shall be deemed to be satisfactory in all respects. Satisfactory is considered the middle factor.
9. An employee who has completed her/his probationary period, or is a promotional probationary or promotional provisional employee in the class of layoff, in lieu of layoff may elect voluntary demotion to:
  - a. A position in the next lower class in the same line of work as the class of layoff within this bargaining unit; or

- b. in the absence of a lower class in the same line of work, to a position in a related class with the bargaining unit designated by the Authority, with a lower pay range, providing the Authority certifies that the employee possesses the necessary qualifications.

Such demotion shall not be permitted if the result thereof would be to cause the layoff of an employee with greater combined total points derived from seniority and performance rating. To be considered for demotion in lieu of layoff an employee must notify the Authority, in writing, of such election not later than ten (10) calendar days after receiving notice of layoff. Demotions in lieu of layoffs, and layoffs resulting therefrom, shall be made within the organizational unit as determined in Paragraph C.1 of this Article, Layoffs. An employee displaced by a demotion as provided for in this paragraph has the same right to elect voluntary demotion in lieu of layoff as provided in this paragraph.

- 10. Employees who are laid off and who are unable to voluntarily demote within the bargaining unit pursuant to Paragraph 9 of this Article, Layoffs, may demote to an entry level Authority position outside of the bargaining unit provided that:
  - a. No employee in the bargaining unit in which the job is located has a contractual entitlement to the said job; and
  - b. The Authority in its sole discretion has determined that the employee is qualified for the position, in which case the entry level testing requirements will be waived; and
  - c. The employee, upon demoting to the entry level position shall be deemed a new employee with no carryover of seniority or any other accrued rights except pension status under the Authority's pension plan.
- 11. A probationary employee with less than six (6) months of Authority service, as defined in this Article shall not be entitled to the benefits of Paragraphs 7 or 8 of this Article, but shall have her/his name placed on the appropriate layoff list.
- 12. The names of employees laid off, or demoted in lieu of layoff, shall be placed upon the appropriate layoff lists for the classes from which the employees were laid off or demoted, ranked on the basis of combined total points derived from seniority and performance ratings as provided for in this Article, except that such laid off employees shall have a right to preferential hiring for the next class of Parking Enforcement Officers, at the salary step next less or equal to their pre-layoff salary, in which position such employees will be responsible for the successful completion of a new probationary period of employment. Said layoff lists shall remain in existence for no less than twelve (12) months and may be extended for an additional twelve months up to a total of twenty four (24) months at the Authority's sole discretion.



**XXVIII. SUBCONTRACTING OF WORK PRESENTLY PERFORMED BY THE BARGAINING UNIT**

Prior to contracting out work presently performed by employees within the unit represented by District Council 47, the Authority shall give no less than thirty (30) days written notice to the Union in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically and efficiently by District Council 47 employees.

**XXXVII. EDUCATION AND TRAINING**

**A. 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 proportionally 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.
- B. In order for bargaining unit members in the Analyst job classification to qualify for promotional opportunities, the Authority shall provide training to any Analysts who request training on Authority operating systems, i.e. TIMS and its subsystems.

#### **XXXVIII. HEALTH AND SAFETY**

- A. The Authority agrees to follow all applicable laws regarding the safety and health of employees.
- B. The Authority shall make its best effort to provide safe, healthy work sites and working conditions for its employees.
- C. Health and safety issues may be referred to the Labor Management Committee. When addressing health or safety issues, the Committee shall consist of the District Council 47 Health and Safety Coordinator, the shop stewards, the Authority's Deputy Executive Director for Health and Safety and up to two members appointed by the Executive Director or his/her designee.
- D. The Authority agrees to provide two-way radios for all field activity, if requested. If the supply is limited, it is understood that those driving cars will be first to receive them, followed by those walking.
- E. 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 written records of its proceedings.

#### **XXXIX. STRIKES AND LOCKOUTS**

There shall be no strikes, lockouts, or stoppages of work during the term of the contract and in accordance with applicable provisions of the Pennsylvania Public Employee Relations Act (Act 195).

#### **XL. MISCELLANEOUS**

- A. Working Out of Class: When an 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.
- B. Police Incident Report: The Authority shall provide to any employee involved in an on-duty incident a copy of the Police report of the incident without cost to the employee, provided that the Authority has received a copy of the report and the employee requests it.
  - C. Redesigning Government Initiative (RGI): Either RGI or TQM (Total Quality Management) will be the subject of meet and discuss for the existing Labor Management Committee.
  - D. Contract Integration and Publication: Within sixty (60) days of the signing of this agreement, the parties will agree on an overall master agreement consolidating all prior and current existing agreements into one document.
  - A. Mutual Respect: All Authority 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 supervisors in the presence of their co-workers. All criticism of employees will be only for constructive purposes and supervisory personnel will endeavor to ensure civility at all times.
  - F. Flextime Work Schedule: The Authority will consider a recommendation as part of a Redesigning Government Initiative, the specifics of which will be submitted by the Union.
  - G. Leave Balances: The Authority agrees that Empower Time stations will be installed at each location at which Local 2187, District Council 47 employees are assigned which will allow employees to check leave balances.
  - H. Pay Week Adjustment: Within thirty (30) days of the ratification of this agreement, the Authority will adjust the pay week to correspond with the work week as defined in this agreement. The steps for this adjustment will be discussed with the Union prior to implementation.

## **XLI. DRUG AND ALCOHOL POLICY**

- A. The Drug and Alcohol 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 to monitor the Authority's implementation of the policy.
- C. Safety sensitive positions shall consist of:
  - Parking Management Analyst III
  - Analysts II (in Auctions, Booting, Towing, and the analyst responsible for ticket cancellation in Meters)
  - MIS Specialist
  - MIS Trainee
  - MIS Network Administrator
  - Taxi & Limousine Inspector

Taxi & Limousine Analyst  
Revenue Control Analyst I  
Revenue Control Analyst II

- D. The definition of the Medical Review Officer attached to this document shall be incorporated into the Drug and Alcohol Policy.
- E. The Authority will adopt the DAEPP Employee Reasonable Suspicion Training attached to this document as Appendix C.
- F. The Authority will subject all covered safety sensitive employees to random drug and alcohol testing in accordance with the applicable provisions of the policy.

#### **XLII. ELECTRONIC MEDIA USE POLICY**

- A. The Electronic Media Use Policy attached as Appendix D shall be adopted as the policy for Authority employees covered by this Agreement.
- B. The Authority agrees to a year long pilot program to provide AFSCME Local 2187 with up to five (5) megabytes of space on the Authority's Intranet, to be used for posting union events or membership meeting schedules. The Union will designate a member to input the information. The Human Resources Department must clear all information posted to the calendar prior to posting. This pilot program may be reviewed from time to time and will be subject to renewal upon mutual agreement by the parties at the end of the twelve-month period commencing with the inception of the site.
- C. The Authority will arrange for the Intranet and E-Mail policies to be provided to all represented members of AFSCME Local 2187. All new AFSCME Local 2187 represented employees will receive these policies with the other new employee information.
- D. If the Authority finds it necessary to amend this Intranet and Email policy, the Authority agrees to give AFSCME Local 2187 fifteen (15) days notice in order to provide the Union and the Authority an opportunity to meet and discuss the proposed changes.

#### **XLIII. 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 subject to the following rules:
  - 1. Each year during the period of January 1 to March 31, employees may contribute accrued vacation leave to the 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 transfer of vacation leave shall be limited to employees who have donated a vacation day to the leave bank in the last contribution period. Only employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave are eligible for a grant of leave time from the transfer of leave bank.
1. 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.
2. If an employee who has received transferred leave 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.

**XLIV. EMPLOYEE LEAVE FOR DISASTER RELIEF VOLUNTEERS**

- A. Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities, or emergency management rescue work during a disaster declared by the federal or a state government shall be granted up to two weeks leave with pay to perform or train for disaster relief work for the Red Cross during a declared state of emergency.
- B. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the division director, and the Deputy Executive Director for Health and Safety, and the division director may also limit the length of the approved leave. Employees absent from work for reasons under Paragraph A of this clause shall be required to obtain a written statement from the fire company forest unit, emergency management agency, or other authorized organization with which they served, certifying their activities during the period of absence.
- C. It is understood and agreed that the Authority holds no liability for injuries incurred by an employee during the course of such voluntary activities.
- D. Normal volunteer fire fighter assignments will not be covered by this provision.

**XLV. UNIFORMS**

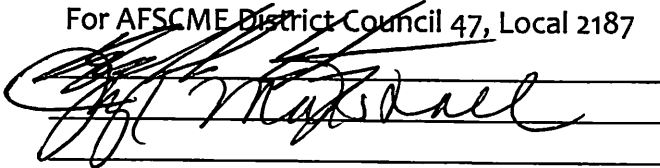
- A. Analysts I, Analysts II, Analysts III, Claims Representative Analysts, Parking Investigators, Revenue Analysts I, Revenue Analysts II, Taxicab & Limousine Analysts and Taxicab & Limousine Processing Specialists shall be provided:
  1. Two (2) short sleeve shirts with PPA logo by April 1
  2. Two (2) long sleeve shirts with PPA logo by October 1
  3. One (1) shoe voucher valued at \$150 by April 1
- B. Taxicab & Limousine Inspectors shall be provided:
  1. Two (2) turtlenecks by December 1

2. Five (5) long pants by September 1
3. Five (5) long sleeve shirts by September 1
4. One (1) baseball cap by September 1
5. Five (5) long pants by June 1
6. Five (5) short sleeve shirts by June 1
7. One (1) baseball cap by June 1
8. As needed:
  - a. Two (2) ties
  - b. One (1) winter coat
  - c. One (1) rain coat
  - d. One badge
  - e. One (1) name plate
  - f. One (1) belt
  - g. One (1) sweater
  - h. One (1) seasonal jacket
  - i. One (1) thermal underwear
9. A semi-annual shoe voucher in the amount of \$120 February 15 and August 15 each year.

**XLVI. TERM OF THE AGREEMENT**

This Agreement shall become effective on September 1, 2013 and shall continue in full force and effect until midnight August 31, 2017.

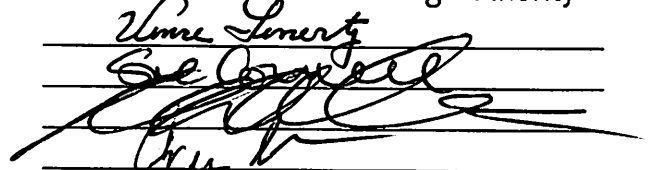
For AFSCME District Council 47, Local 2187



Date:

6/9/14

For the Philadelphia Parking Authority



Date:

6/16/14

**SIDE LETTER A**  
**PENSION AND SOCIAL SECURITY**

The parties hereby recognize that the current effective employee contribution rate, based upon the contribution rate set by the City of Philadelphia Board of Pensions and Retirement and the Social Security offset provided for in Article XVIII, Pension and Social Security, is 3.75% of salary.

**SIDE LETTER B**  
**EMPLOYEE MANUAL**

The Authority is in the process of issuing a new Employee Manual. The parties hereby agree to identify and attempt to address and resolve issues which may arise regarding the Manual in Joint Labor Management Committee meetings. The parties further agree that this process will be concluded no later than six (s) months from the date the Authority submits the Employee Manual to the Union for review.

**SIDE LETTER C**  
**LIMITED DUTY**

The 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 their pregnancy.

**SIDE LETTER D**  
**SICK LEAVE**

The following clarifications of the Sick Leave Policy in the Agreement between the Authority and the Union for are incorporated into this Agreement:

Needs related to illness or injury, as referenced in XIX, B, 3, are understood to include personal needs such as shopping for food and emergencies including care for dependents.

Doctor's name, as referenced in XIX, B, 6, a, 4, includes practitioners and signature means authorized signature.

## **Appendix A**

### **Wage Rates**



Effective September 1, 2013

	A	B	C	D	E	F
<b>A4</b>	28,287	29,985	31,784	33,691	35,712	37,855
<b>A5</b>	29,985	31,784	33,691	35,712	37,855	40,126
<b>A6</b>	31,784	33,691	35,712	37,855	40,126	42,534
<b>A7</b>	33,691	35,712	37,855	40,126	42,534	45,086
<b>A8</b>	35,712	37,855	40,126	42,534	45,086	47,791
<b>A9</b>	37,855	40,126	42,534	45,086	47,791	50,658
<b>A10</b>	40,126	42,534	45,086	47,791	50,658	53,698
<b>A11</b>	42,534	45,086	47,791	50,658	53,698	56,920
<b>A12</b>	45,086	47,791	50,658	53,698	56,920	60,335
<b>A13</b>	47,791	50,658	53,698	56,920	60,335	63,955
<b>A14</b>	50,658	53,698	56,920	60,335	63,955	67,792
<b>A15</b>	53,698	56,920	60,335	63,955	67,792	71,860
<b>A16</b>	56,920	60,335	63,955	67,792	71,860	76,172
<b>A17</b>	60,335	63,955	67,792	71,860	76,172	80,742
<b>A18</b>	63,955	67,792	71,860	76,172	80,742	85,586
<b>A19</b>	67,792	71,860	76,172	80,742	85,586	90,722

Effective September 1, 2014

	A	B	C	D	E	F
<b>A4</b>	29,136	30,884	32,737	34,701	36,784	38,991
<b>A5</b>	30,884	32,737	34,701	36,784	38,991	41,330
<b>A6</b>	32,737	34,701	36,784	38,991	41,330	43,810
<b>A7</b>	34,701	36,784	38,991	41,330	43,810	46,438
<b>A8</b>	36,784	38,991	41,330	43,810	46,438	49,225
<b>A9</b>	38,991	41,330	43,810	46,438	49,225	52,178
<b>A10</b>	41,330	43,810	46,438	49,225	52,178	55,309
<b>A11</b>	43,810	46,438	49,225	52,178	55,309	58,627
<b>A12</b>	46,438	49,225	52,178	55,309	58,627	62,145
<b>A13</b>	49,225	52,178	55,309	58,627	62,145	65,874
<b>A14</b>	52,178	55,309	58,627	62,145	65,874	69,826
<b>A15</b>	55,309	58,627	62,145	65,874	69,826	74,016
<b>A16</b>	58,627	62,145	65,874	69,826	74,016	78,457
<b>A17</b>	62,145	65,874	69,826	74,016	78,457	83,164
<b>A18</b>	65,874	69,826	74,016	78,457	83,164	88,154
<b>A19</b>	69,826	74,016	78,457	83,164	88,154	93,443

Effective September 1, 2015

	A	B	C	D	E	F
<b>A4</b>	29,864	31,656	33,556	35,569	37,703	39,965
<b>A5</b>	31,656	33,556	35,569	37,703	39,965	42,363
<b>A6</b>	33,556	35,569	37,703	39,965	42,363	44,905
<b>A7</b>	35,569	37,703	39,965	42,363	44,905	47,599
<b>A8</b>	37,703	39,965	42,363	44,905	47,599	50,455
<b>A9</b>	39,965	42,363	44,905	47,599	50,455	53,483
<b>A10</b>	42,363	44,905	47,599	50,455	53,483	56,692
<b>A11</b>	44,905	47,599	50,455	53,483	56,692	60,093
<b>A12</b>	47,599	50,455	53,483	56,692	60,093	63,699
<b>A13</b>	50,455	53,483	56,692	60,093	63,699	67,521
<b>A14</b>	53,483	56,692	60,093	63,699	67,521	71,572
<b>A15</b>	56,692	60,093	63,699	67,521	71,572	75,866
<b>A16</b>	60,093	63,699	67,521	71,572	75,866	80,418
<b>A17</b>	63,699	67,521	71,572	75,866	80,418	85,243
<b>A18</b>	67,521	71,572	75,866	80,418	85,243	90,358
<b>A19</b>	71,572	75,866	80,418	85,243	90,358	95,779

Effective September 1, 2016

	A	B	C	D	E	F
A4	30,760	32,606	34,562	36,636	38,834	41,164
A5	32,606	34,562	36,636	38,834	41,164	43,634
A6	34,562	36,636	38,834	41,164	43,634	46,252
A7	36,636	38,834	41,164	43,634	46,252	49,027
A8	38,834	41,164	43,634	46,252	49,027	51,969
A9	41,164	43,634	46,252	49,027	51,969	55,087
A10	43,634	46,252	49,027	51,969	55,087	58,392
A11	46,252	49,027	51,969	55,087	58,392	61,896
A12	49,027	51,969	55,087	58,392	61,896	65,610
A13	51,969	55,087	58,392	61,896	65,610	69,546
A14	55,087	58,392	61,896	65,610	69,546	73,719
A15	58,392	61,896	65,610	69,546	73,719	78,142
A16	61,896	65,610	69,546	73,719	78,142	82,831
A17	65,610	69,546	73,719	78,142	82,831	87,801
A18	69,546	73,719	78,142	82,831	87,801	93,069
A19	73,719	78,142	82,831	87,801	93,069	98,653

**Appendix B**

**Drug & 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 Authority employees.

#### **I. PURPOSE**

- To ensure 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 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 40.87 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 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 over-the-counter drugs that will impair their functioning and/or psychomotor skills. It is incumbent on the employee to notify her/his ADA 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 Third Party Administrator may be required. A trained medical professional will make the determination of the employee's ability to function in her/his position. The Third Party Administrator will advise the Authority ADA/Personnel Officer of the 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

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

- A. "Accident." 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.

- B. "ADA Officer." 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.
- C. "Alternative assignment." 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 and/or SAP to return to the safety-sensitive position.
- D. "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.
- E. "DAEPP: Drug and Alcohol Education Prevention Program." A program to educate employees about the effects and consequences of drug and alcohol abuse. Designated supervisors and Union representatives are required to attend this training.
- F. "Drug-free workplace." The absence of alcoholic beverages, illegal drugs, and prescription drugs which impair an employee's ability to perform duties.
- G. "Employee." Any person employed by the Philadelphia Parking Authority.
- H. "FMLA." The federal Family and Medical Leave Act.
- I. "Medical Review Officer" (MRO). 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.
- J. "Normal work hours." Monday through Friday, 8:30 a.m. to 5:00 p.m. "After normal work hours" shall mean Monday through Friday, 5:00 p.m. to 8:30 a.m., weekends, and holidays.
- K. "Operation of Motor Vehicle." The operation of a PPA-owned or leased vehicle or the operation of a personal vehicle being used while performing job duties.
- L. "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.

- M. "Prohibited substance." 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."
- N. "Reasonable suspicion." 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.
- O. "Refused to submit." 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 refusal to make oneself available for testing.
- P. "Self-referral." 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.
- Q. "Substance Abuse Professional" (SAP). A licensed professional (M.D. or D.O.), 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 substance-related disorders.
- R. Third Party Administrator (TPA). The duly qualified third party contracted by the Authority to administer the random testing component of this policy, collect specimen, and provide other services set forth in this policy.

#### 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 along with a review of the Policy and reasonable suspicion training.

##### B. The Union Representative's Role

Represented employees may consult with and obtain the assistance of a union representative concerning reasonable suspicion testing provided such consultation or assistance does not prevent the employee from being administered the drug and/or alcohol test within a timely fashion. Any Union representative participating in the consultation process must be certified through the DAEPP training course.

Management should consult the employee's Union representative when attempting to determine whether the employee may have a substance abuse problem.

C. Drug and Alcohol Abuse Education for Employees

The Drug and Alcohol Policy Committee described in Section V.B 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

For all types of tests listed below, the employee is requested to complete and sign the consent form in Appendix II.

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 alcohol test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.
- b. Before the testing is done, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the DAEPP trained supervisor who made the observations and corroborated by a DAEPP trained supervisor or DAEPP trained employee who is not a member of the employee's bargaining unit.
- c. If requested by the employee, the appropriate DAEPP trained Union representative will be notified.
- d. A DAEPP trained supervisor's determination that reasonable suspicion exists to require the employee to undergo a drug and/or alcohol test must be based on specific, observable, 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 four (4) hours attempts to administer the test shall cease, and the reasons for not administering the test will be recorded and maintained by the Authority 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 policy.
- 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 TPA. The employee will be transported to the TPA.
- 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**

- 1. 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.
- 2. Employee in a safety-sensitive position at the time this policy is adopted shall be provided with notice of the status of their position. Such notice will indicate that the employee will be subject to random testing.
- 3. An employee who is transferred into a safety-sensitive position will be provided with notice of the status of their position. Such notice will indicate that the employee will be subject to a random testing.
- 4. Each employee hired into a safety sensitive position will be advised of such designation prior to appointment. She/he shall be tested prior to

employment and will not be appointed if the presence of drugs or alcohol is indicated. She/he will be notified that she/he is subject to random testing.

5. The Third Party Administrator (TPA) shall administer the random testing program, by assigning numbers to positions designated as safety-sensitive. The TPA will use the random program to test a minimum of 10% and a maximum of 30% of the employees assigned to positions designated as safety-sensitive each year. The number of employees who are subject to random testing and the number of employees who have been tested will be forwarded to the Union annually.
6. 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 determination of whether the designation is appropriate. The arbitrator shall review such designation based solely on the duties of the position.

C. Post-Accident Drug and Alcohol Screening

1. An employee who is involved in an accident as defined in Section III.A. while operating a Philadelphia Parking Authority motor vehicle or a personally owned vehicle operated while conducting Authority 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 an 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 Authority.
- E. Return to Work.
  - 1. An employee returning to work following a leave or to full duty following an alternate duty assignment, 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 SAP 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 Authority's option may include random testing for up to one year. Refusal to sign the After Care Contract or to adhere to its requirements may result in the employee being placed in non-pay status until the contract is signed. If the employee still has not signed the After Care Contract within thirty (30) days following her/his test results report, she/he will be separated from employment with the Authority. The Authority will attempt to accommodate an employee during rehabilitation following their return to work, as necessary, within the operational requirements of the Authority 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 regarding an employee's 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 will be directed to the Employee Assistance Program Office. (See Appendix I, for the Employee Assistance Program offered to Authority employees).

VI. ROLE OF THE MEDICAL EVALUATION UNIT

A. Third Party Administrator Responsibilities

1. The Third Party Administrator (TPA) provides evaluations of employees and applicants for employment to determine their ability to perform the essential functions of a position. The TPA 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 Authority expects to receive the results within 72 hours.
3. A Medical Review Officer (MRO) designated by the TPA 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 ADA Officer will monitor an employee's compliance with the EAP/counseling program selected by the employee. The TPA does not act in a Substance Abuse Professional capacity.
4. The TPA 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 TPA may identify an employee with a substance abuse problem, and determine that the employee is not fit for duty. The TPA will notify the 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, the employee may be sent home and put on a paid leave status, if the employee has accrued leave time, pending the determination of appropriate action.

B. Reporting and Review of Results

1. The employee will be carried in paid status during the testing process until such time as the impairment is confirmed or the employee is returned to duty.
2. Negative Results:
  - a. The TPA will inform the Human Resources Department immediately upon receipt 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 Human Resources Department files after completing the After Care Program.
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 TPA will inform the Human Resources Department or ADA Officer that the test is negative. The MRO will report all true positives to the SAP and ADA Officer.
  - 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/his 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<sup>\*</sup>, cocaine metabolites<sup>\*</sup>, opiate metabolites<sup>\*\*</sup> 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 Authority may test for additional substances.

VII. VOLUNTARY REQUEST FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS

- A. The Philadelphia Parking Authority encourages employees with substance abuse problems to obtain assistance and appropriate treatment to help resolve these

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<sup>\*</sup>Delta-9-tetrahydrocannabinol-9carboxylic acid

<sup>\*\*</sup>Benzoylcegonine

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 abuse problem is causing distress in her/his life, and/or impacting his or her job performance, should contact the Employee Assistance Program.
  - 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 a substance abuse problem after being asked to provide a breath or urine testing sample for testing 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 Authority 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**

**PENN Behavioral Health:** All employees of the Philadelphia Parking Authority have counseling and referral services available through PENN Behavioral Health's Employee Assistance Program (EAP) for psychological and addictive counseling services. To speak to an Intake Counselor, call 888-321-4433. This service is available seven days a week, 24 hours a day. You may also access PENN Behavioral Health's information on the internet at [www.pennbahavioralhealth.org](http://www.pennbahavioralhealth.org).

**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.

**APPENDIX II  
CONSENT FORM  
SUBSTANCE ABUSE TESTING  
The Philadelphia Parking Authority**

I \_\_\_\_\_, \_\_\_\_\_  
**NAME TITLE**

Consent to a Breathalyzer 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.

\_\_\_\_\_  
Consenting Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTE:**

**Refusal to cooperate in a drug or alcohol test will result in a positive test result.**

**List of medications:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**  
**REASONABLE SUSPICION TESTING**  
**The Philadelphia Parking Authority**

Specific, timely and describable observations concerning appearance, behavior, speech of the employee that indicates a reasonable probability that the employee has violated prohibitions under this program which requires The Philadelphia Parking Authority to conduct an alcohol and 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.

Print Name of Employee _____	
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: ADA Officer in Human Resources Department immediately and if not available the employee will be sent to WORKNET@Hahnemann University Hospital, Broad & Vine Streets, during Philadelphia Parking Authority business days 8:30 a.m. to 5:00 p.m. (WorkNet #215-762-8590)	
After 5:00p.m. and before 8:30a.m. or on weekends, the Philadelphia Parking Authority testing will be done on site by DSI, Inc. (215-850-8496) and Call Bill Raymond, Sr. Director, Human Resources (215) 828-0366.	
Employee escorted by _____	
<b>EMPLOYEE MUST BE ESCORTED TO SITE</b>	
Date/Time of Arrival at Test Site _____ a.m./p.m. Test Administered _____ a.m./p.m.	
<b>Employee to be tested for both Alcohol &amp; Controlled Substances</b>	

Appearance: Normal ☐ Sleepy ☐ Clean ☐ Tremors ☐ Other ☐ Description \_\_\_\_\_

Behavior: Normal ☐ Erratic ☐ Irritable ☐ Lethargic ☐ Other ☐ Description \_\_\_\_\_

Speech: Normal ☐ Slurred ☐ Unintelligible ☐ Other ☐ Description \_\_\_\_\_

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

Witnessing DAEPP Supervisor \_\_\_\_\_ Payroll # \_\_\_\_\_ Date of Supervisor Training \_\_\_\_\_

Was a Union Representative Notified?: Yes ☐ No ☐ Present Yes ☐ No ☐ Time of Arrival \_\_\_\_\_ a.m./p.m.

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 \_\_\_\_\_ Employee Number \_\_\_\_\_

RETURN COMPLETED FORM TO: TERRY HOUCK, ADA OFFICER, HR Dept., 701 Market St, 5th<sup>d</sup> Fl. Phila. PA 19106

## **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. Any employee who abuses the privileges of their access may result in restrictions or loss of intranet access and are subject to the normal disciplinary procedures of the Authority, consistent with the bargaining agreement. Any employee who has experienced abuse of access, including non-conformance to this policy, evidence of potential misuses, or unauthorized access, should immediately be reported to his or her supervisor.

#### 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