

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SCRANTON



and

**LOCAL UNION NO. 60
OF THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO**



Effective January 1, 2022 through December 31, 2026

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ARTICLE I PURPOSE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein, in addition to the rights of the parties at law, the basic and full Agreement between the parties concerning wages, hours and conditions of employment.

ARTICLE II RECOGNITION

1. The City recognizes the Union as the sole and exclusive collective bargaining representative for all employees of the Fire Bureau under the provisions of Act of Pennsylvania Assembly No. 111. It is recognized and agreed that the Superintendent shall not be included within the bargaining unit.

2. The City shall make available to the Union, upon its written request, information, and statistics that the City has compiled and records which it customarily maintains which are reasonably relevant to negotiations or necessary for the proper enforcement of the terms of this agreement, to the extent to which such material is readily available or is reasonably obtainable.

ARTICLE III UNION RIGHTS

1. The Fire Chief, also referred to as the Superintendent of Fire, or the Chief's designated representative, shall permit a regular full-time staff member of the International Union, or a representative of the Local Union (such as a duly-designated steward) to visit a fire house at a mutually agreed upon time to investigate firefighter complaints or grievances relating to the terms and conditions of this Agreement.

2. The Union, including its officials (defined as President, 1st Vice President, 2nd Vice President, Secretary and Treasurer) or other duly authorized representative (such as a

Steward), shall collectively be provided up to two hundred forty (240) hours of leave per calendar year total with no reduction in pay to conduct official Union business or investigations such as those set forth in paragraph 1 above, and to attend to other official Union matters and functions, whether work-related or non-work-related; provided that where a Union official takes time from his/her scheduled work (i.e., with pay) to perform work-related Union duties under this contract, he or she will promptly then or thereafter provide the City with written certification that such paid release time is/was required so that he/she could perform such duties and that he/she could not reasonably have performed them on non-compensated time.

3. The City agrees to provide reasonable bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union.

4. The Union shall request such release time as far in advance as is reasonably possible under the circumstances, and permission by the City to release the affected Union official shall not be withheld except in a bona fide emergency.

ARTICLE IV MAINTENANCE OF MEMBERSHIP AND AGENCY FEE

1. The City shall check off Union dues and initial fees for those employees who execute a payroll deduction authorization as provided by the Union. The deduction shall be made from the first pay period of the month and shall be remitted by the City each and every month to the properly designated officer of the Union.

2. The Union shall indemnify and save the City harmless from any claim, suits, demands or judgments, and participate in the defense of any action against the City made or brought by any person, whether or not acting on behalf of the employee, for the making of any deduction in accordance with the provisions of this Article.

3. The parties agree to a maintenance of membership in the Union with the understanding that any member may quit membership in the Union by giving written notice to the Union and City at least fifteen (15) days before the expiration of this Agreement.

ARTICLE V DISCRIMINATION

1. The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color, or national origin.

2. The City agrees not to discriminate against membership of the Union and the Union agrees not to discriminate against employees of the Fire Bureau who are not members of the Union and, in addition thereto, the parties agree that they shall not interfere with each other or with employees in the exercise of the rights guaranteed by law.

3. The parties recognize and agree to abide by the intent of the provisions of the File of Council No. 47 of 1980 regarding the residency of a bargaining unit member.

ARTICLE VI NO STRIKE OR LOCKOUT

In respect of the property and rights of all persons and the laws governing same, the City and Union agree that neither they nor their members or representatives individually or collectively will cause, permit approve or take party in any strike, or lockout and that the Union will not engage in picketing, sit-down, stand-in, intentional slow-down, or refusal of overtime or assigned work in direct support of any strike, while at the same time the Union and its members shall enjoy their constitutional rights excepting as limited hereby.

ARTICLE VII
HOURS OF WORK/ KELLY DAYS/ ALARM STRUCTURE/ CALLOUT PROCEDURES

1. **HOURS OF WORK**

(A) The City shall have the right to implement a "three-shift" schedule in which firefighters engaged in fire suppression would work twenty-four (24) hours followed by forty-eight (48) hours off. All regularly scheduled hours of work required by such schedule shall be paid at the hourly straight-time rate. By the use of "Kelly Days" and an appropriate work cycle under the Fair Labor Standards Act (FLSA), this schedule will not generate overtime under the Collective Bargaining Agreement or the FLSA to the extent it and its regulations apply to municipal fire departments.

(B) If a union member is disciplined by suspension issued in days, the following shall apply: a "day" shall equal eight hours. A "one-day" suspension shall equal an eight-hour suspension. A "two-day" suspension shall equal a sixteen-hour suspension. A "three-day" suspension shall equal a twenty-four suspension, etc.

2. **"KELLY DAY" AND SCHEDULE RE-ALIGNMENT**

A permanent Kelly Day numbering schedule took effect on January 1, 2016, in order to more effectively utilize the Kelly Day schedule for the efficiency and effectiveness of the department. The Union shall work with the City to make the transition compliant with FLSA.

All Vacancy postings beginning after the mutual ratification of the January 30, 2015, MOU shall have a Kelly Day number posted with the specific bid position by the Seniority Chairman.

If a member bids a position on his/her current shift they shall continue to hold their Kelly Day until the end of the calendar year at which point it will revert to the assigned Kelly Day, in the following chart, beginning on January 1st of the next year. Any Kelly Day changes that occur as the result of a change of shift or other change shall be compensated accordingly in compliance

with FLSA.

A shift			B shift			C shift		
Company	Position	Kelly	Company	Position	Kelly	Company	Position	Kelly
Car 21	AC	1	Car 21	AC	3	Car 21	AC	6
Car 21	Ch	3	Car 21	Ch	5	Car 21	Ch	1
Truck 2	Capt	2	Truck 2	Capt	4	Truck 2	Capt	7
Truck 2	Ch	4	Truck 2	Ch	6	Truck 2	Ch	2
Truck 2	Pvt	5	Truck 2	Pvt	7	Truck 2	Pvt	3
Truck 2	Pvt	6	Truck 2	Pvt	1	Truck 2	Pvt	4
Truck 4	Capt	3	Truck 4	Capt	5	Truck 4	Capt	1
Truck 4	Ch	5	Truck 4	Ch	7	Truck 4	Ch	3
Truck 4	Pvt	7	Truck 4	Pvt	2	Truck 4	Pvt	5
Truck 4	Pvt	1	Truck 4	Pvt	3	Truck 4	Pvt	6
Rescue 1	Lt	4	Rescue 1	Lt	6	Rescue 1	Lt	2
Rescue 1	Ch	6	Rescue 1	Ch	1	Rescue 1	Ch	4
Rescue 1	Pvt	2	Rescue 1	Pvt	4	Rescue 1	Pvt	7
Rescue 1	Pvt	3	Rescue 1	Pvt	5	Rescue 1	Pvt	1
Engine 10	Capt	5	Engine 10	Capt	7	Engine 10	Capt	3
Engine 10	Ch	7	Engine 10	Ch	2	Engine 10	Ch	5
Engine 10	Pvt	4	Engine 10	Pvt	6	Engine 10	Pvt	2
Engine 10	Pvt	6	Engine 10	Pvt	1	Engine 10	Pvt	4
Engine 2	Lt	6	Engine 2	Lt	1	Engine 2	Lt	4
Engine 2	Ch	1	Engine 2	Ch	3	Engine 2	Ch	6
Engine 2	Pvt	5	Engine 2	Pvt	7	Engine 2	Pvt	3
Engine 2	Pvt	7	Engine 2	Pvt	2	Engine 2	Pvt	5
Engine 4	Lt	7	Engine 4	Lt	2	Engine 4	Lt	5
Engine 4	Ch	2	Engine 4	Ch	4	Engine 4	Ch	7
Engine 4	Pvt	6	Engine 4	Pvt	1	Engine 4	Pvt	2
Engine 4	Pvt	1	Engine 4	Pvt	3	Engine 4	Pvt	6
Engine 7	Capt	4	Engine 7	Capt	3	Engine 7	Capt	6
Engine 7	Ch	3	Engine 7	Ch	5	Engine 7	Ch	1
Engine 7	Pvt	2	Engine 7	Pvt	4	Engine 7	Pvt	5
Engine 7	Pvt	5	Engine 7	Pvt	6	Engine 7	Pvt	7
Engine 8	Lt	1	Engine 8	Lt	4	Engine 8	Lt	3
Engine 8	Ch	4	Engine 8	Ch	6	Engine 8	Ch	2
Engine 8	Pvt	3	Engine 8	Pvt	2	Engine 8	Pvt	6
Engine 8	Pvt	7	Engine 8	Pvt	5	Engine 8	Pvt	1
Unass	Capt	6	Unass	Capt	7	Unass	Capt	4
Unass	Lt	2	Unass	Lt	5	Unass	Lt	7
Unass	Ch	5	Unass	Ch	7	Unass	Ch	3
Unass	Pvt	1	Unass	Pvt	1	Unass	Pvt	1
Unass	Pvt	2	Unass	Pvt	2	Unass	Pvt	2
Unass	Pvt	3	Unass	Pvt	3	Unass	Pvt	4
Unass	Pvt	4	Unass	Pvt	4	Unass	Pvt	5

Unass	Pvt	7	Unass	Pvt	6	Unass	Pvt	7
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3. The Assistant Chiefs, or Officers acting in that capacity, shall work 0630-0630 in order to set the schedule for the incoming shift.

4. The Master Mechanic shall keep the hours of work the same as the DPW Mechanics.

5. Non-fire suppression personnel shall work a 40-hour work week under the schedule now in effect. Any change in the existing schedule will be negotiated with the Union and, if agreement is not possible, subjected to final and binding arbitration. Non-fire suppression personnel will observe the same holidays as other City Hall employees.

6. Any grievance alleging arbitrary or discriminatory treatment in scheduling shall be processed through the grievance procedure.

7. Where possible, overtime shall be distributed equitably among the members of the bargaining unit.

8. Any member in the bargaining unit called out on overtime shall be paid a minimum of three (3) hours.

9. **ALARM STRUCTURE & CALLOUT PROCEDURES**

The following alarm structure will be followed to provide adequate staffing and firefighter safety at all emergency incidents:

(A) Pull station activation, smoke detector activation, fire reports via telephone or cell reporting smoke and/or fire will require the dispatch of C21, a rescue company, two engine companies, and one truck company. This will constitute a "First Alarm Box".

(B) In the event that information is received and communicated to the Incident Commander of a report stating smoke showing and/or confirmation of an active fire the Incident

Commander shall request the Special Response Narrative ("SRN") for additional resources. This shall include but not be limited to the addition of one extra engine to be assigned as manpower or assigned as the Incident Commander requires. A second engine will be dispatched and assigned as the Rapid Intervention Team ("RIT").

(C) As part of the SRN: a notification of the Deputy Chief (C26) and Superintendent (C5) or their designee's via the Lackawanna County Communication Center ("LCCC") shall be performed. This is to provide them with the information as soon as possible that the majority of Scranton Fire Department ("SFD") duty stations are on an assignment. The City and Union will also investigate the usage of text notifications or other systems to provide an unofficial notification of a potential recall situation to off shift personnel.

(D) The Incident Commander may request, upon his discretion, a "Second Alarm" to LCCC. This will include the dispatch of the remaining truck company if in service as well as any remaining engine companies. The Incident Commander may also hold, stage, or relocate the second alarm companies as needed to provide manpower and allow dispatch if needed for a second incident within the City. The activation of a "Second Alarm" by the Incident Commander will require the LCCC to contact C26 and C5. Car 26 or his/her designee will then coordinate the recall of the "off duty shift".

(A) "Off Duty Shift" is defined as: (an incident during the following hour's 0700hrs - 1900hrs) the shift scheduled for the next day. An incident 1900hrs - 0700 will require the shift relieved that morning shift.

(E) A second alarm or working first alarm with SRN shall initiate a recall of 9-13 "Off Duty Shift" personnel. This will include the Assistant Chief of that shift or his/her designee, to coordinate the recall and command the reserve shift for use at the incident or another incident

within the City. The re-staffing of the reserve apparatus will include a truck company and two or more engines. One Fire Inspector will be called out along with the Master Mechanic. The Master Mechanic will be responsible for transporting Car 30 to the fire scene. In the absence of the Master Mechanic being able to respond Car 26 or his/her designee will ensure Car 30 is manned and brought to the scene. Additional support staff (Admin. Capt. and additional Inspectors) are at the discretion of the Fire Chief or his/her designee.

(F) A "Third Alarm" will indicate the need at the incident for additional reserve apparatus (engines, trucks, and/or specialty units). All Fire Inspectors and support staff. The anticipated need for reserve apparatus as they become "In-Service". It is realized that the reserve apparatus are not immediately available upon the request by command for the "Third Alarm" but, this is to convey the need by command for more staffing and apparatus at the incident. The Chief and Deputy Chief, or their designees, are then made aware of the need for more recalled staffing. This may require the whole "Off Duty Shift" being recalled and possibly the entire department regardless of shift. The options of any mutual aid, called in or placed on stand-by, will be agreed to by Local 60 and the City to adequately assure the protection of the City and provide for the safety of firefighters. This system will be agreed to by both parties and subsequently become part of the Lackawanna County Communications Center CAD system in order to establish a structured box assignment in the CAD system.

(G) It may be necessary for outside agencies to respond into the City of Scranton. The process and system for that shall be mutually agreed upon between the City and Union.

Dunmore Fire Department and Tobyhanna Army Depot Fire Department (in certain emergencies) can be utilized for responses while recall is in process of the SFD reserve fleet. Dunmore Fire Department and Tobyhanna Army Depot Fire Department (in certain emergencies)

may be used at an incident if additional apparatus and/or manpower are required including and beyond a "Third Alarm".

(H) The City and Local 60 will mutually agree upon a "Run Card" for the LCCC beyond our staffed and reserve fleet. The intent will be to streamline the process and provide expedient mutual aid if required. This process will also provide for firefighter safety of all firefighters on scene. A mutually agreed upon Incident Command accountability process will be established for on-duty as well as the incoming recalled staff at an incident.

(I) The use of any other outside agency beyond a "Third Alarm" is to be mutually agreed upon by Local 60 and the City. Any agency listed on a LCCC "Run Card" shall include the following requirements but not limited to:

- (i) All of the crew from any outside agency will assemble, "crew out" and respond from their station on the requested engine, truck, rescue, or specialty company requested on the "Run Card", NO POV responses.
- (ii) All of the crew will meet a minimum of FF-1 certification and applicable PA State required training.
- (iii) If the mutual aid requires backfilling at a SFD station while ALL available SFD personnel and apparatus are recalled, the outside agency shall have one SFD firefighter assigned as a liaison. This is to assist and coordinate with SFD and that agency while operating in the city.
- (iv) In the event ALL SFD personnel are recalled one SFD Assistant Chief or designee will ride out of Headquarters with the mutual aid companies to provide command for subsequent incidents.

(E) The need for specialized teams or mutual aid is recognized. The City and

Local 60 will mutually agree on codifying the need and identifying which agencies will respond as well as how they will operate under the Scranton Fire Department Incident Command System.

(F) All of the above items require the City and Union to work with LCCC to ensure the above is detailed in the "CAD Dispatch System at LCCC." This is to assure an expedient and uniform process for the rare greater alarm incidents. Firefighter safety is paramount and necessitates the agreement of Local 60 in this process.

10. **CALL-OUT OF "OFF SHIFT" PROCESS**

(A) The Assistant Chief or Acting Assistant Chief shall then call the officers of all companies assigned to his/her shift as per C26 or C5. If an officer cannot be reached, the Assistant Chief shall proceed to call the Chauffeur and so on, who, in turn, calls remaining men/women on company, or recalls the officer, etc. All members should have access to the telephone numbers of the members of the company they are assigned to.

(B) It is the responsibility of each union member to keep his chief, officer and the Superintendent's Office informed of any phone number and address change.

(C) Provided that a message is left noting the time of the call, an answering machine recording shall be counted as a completed call. If the times on which the attempted calls were placed by the caller are simultaneously noted, a "no answer" that is attempted a second time shall also be counted as a call.

(D) For the purpose of this document, the term "Off Duty Shift" shall not include any bargaining unit personnel who are on vacation, holiday, sick, or injured.

(E) In case of a discrepancy that arises from a call out, a review board

consisting of two (2) union representatives (the President and his/her designee) and two (2) City representatives (the Superintendent and his/her designee) shall meet within ten (10) days of the notice of the alleged discrepancy and evaluate each case. The final written decisions of the Board shall be binding on both parties. If agreement cannot be reached, the grievance procedure shall be instituted.

It is understood that the essential purpose and nature of the call out is to secure an immediate response from the Bargaining Unit members at a particular emergency. Therefore, any unreasonable delay in responding to the fire scene may be just cause for the Superintendent's refusal to utilize that Bargaining Unit member for that call out.

ARTICLE VIII WAGES

1. **For 2022:** A \$2,000 one-time lump sum payment, less applicable deductions and withholdings, for all current City firefighters hired and employed by the Fire Department on or before December 31, 2021.

A current City firefighter hired in 2022 will receive a lump sum amount based on his/her date of hire into the bargaining unit, and his/her work as a City firefighter thereafter during Calendar 2022, as follows:

- \$2,000 if he/she worked as a City firefighter during the four calendar quarters;
- \$1,500 if he/she worked as a City firefighter during three calendar quarters;
- \$1,000 if he/she worked as a City firefighter during two calendar quarters;
- \$500 if he/she worked as a City firefighter during one calendar quarter.

The same formula will apply to a City firefighter who retired during 2022.

All lump sum amounts shall be payable within sixty (60) days from the date of the April 4, 2023 Act 111 Award.

2. **For 2023:** The base wage of Bargaining Unit Members (with appropriate adjustment for rank) shall be increased by 2.0% effective retroactive to January 1, 2023, *provided* that firefighters who have not completed four (4) full years of service as a City of Scranton firefighter will follow their incremental wage schedule.

For 2024: The base wage of Bargaining Unit Members (with appropriate adjustment for rank) shall be increased by 2.5% effective January 1, 2024, *provided* that firefighters who have not completed four (4) full years of service as a City of Scranton firefighter will follow their incremental wage schedule.

For 2025: The base wage of Bargaining Unit Members (with appropriate adjustment for rank) shall be increased by a total of 3.0% (1.5% payable effective January 1, 2025; and 1.5% effective July 1, 2025), *provided* that firefighters who have not completed four (4) full years of service as a City of Scranton firefighter will follow their incremental wage schedule.

For 2026: The base wage of Bargaining Unit Members (with appropriate adjustment for rank) shall be increased by a total of 3.0% (1.5% payable effective January 1, 2026; and 1.5% effective July 1, 2026), *provided* that firefighters who have not completed four (4) full years of service as a City of Scranton firefighter will follow their incremental wage schedule.

The base wage of Bargaining Unit Members are as follows:

	7/1/2021	1/1/2023 2%	1/1/2024 2.5%	1/1/2025 1.5%	7/1/2025 1.5%	1/1/2026 1.5%	7/1/2026 1.5%
Deputy Chief	\$ 97,644.17	\$ 99,597.05	\$102,086.97	\$103,618.28	\$105,172.55	\$106,750.14	\$108,351.39
Assistant Chief	\$ 93,888.62	\$ 95,766.39	\$ 98,160.55	\$ 99,632.96	\$101,127.46	\$102,644.37	\$104,184.03
Assistant Chief Training		\$ 95,766.39	\$ 98,160.55	\$ 99,632.96	\$101,127.46	\$102,644.37	\$104,184.03
Fire Inspector	\$ 90,277.52	\$ 92,083.07	\$ 94,385.15	\$ 95,800.92	\$ 97,237.94	\$ 98,696.51	\$100,176.95
Prevention Officer	\$ 90,277.52	\$ 92,083.07	\$ 94,385.15	\$ 95,800.92	\$ 97,237.94	\$ 98,696.51	\$100,176.95

	7/1/2021	1/1/2023 2%	1/1/2024 2.5%	1/1/2025 1.5%	7/1/2025 1.5%	1/1/2026 1.5%	7/1/2026 1.5%
Master Mechanic	\$ 90,277.52	\$ 92,083.07	\$ 94,385.15	\$ 95,800.92	\$ 97,237.94	\$ 98,696.51	\$100,176.95
Captain	\$ 86,805.31	\$ 88,541.41	\$ 90,754.95	\$ 92,116.27	\$ 93,498.02	\$ 94,900.49	\$ 96,323.99
Admin. Captain	\$ 86,805.31	\$ 88,541.41	\$ 90,754.95	\$ 92,116.27	\$ 93,498.02	\$ 94,900.49	\$ 96,323.99
Lieutenant	\$ 83,466.64	\$ 85,135.97	\$ 87,264.37	\$ 88,573.34	\$ 89,901.94	\$ 91,250.47	\$ 92,619.23
Chauffeur	\$ 80,256.39	\$ 81,861.51	\$ 83,908.05	\$ 85,166.67	\$ 86,444.17	\$ 87,740.84	\$ 89,056.95
5th Year Firefighter	\$ 77,169.60	\$ 78,712.99	\$ 80,680.82	\$ 81,891.03	\$ 83,119.40	\$ 84,366.19	\$ 85,631.68
4th Year Firefighter	\$ 69,452.64	\$ 70,841.69	\$ 72,612.74	\$ 73,701.93	\$ 74,807.46	\$ 75,929.57	\$ 77,068.51
3rd Year Firefighter	\$ 61,735.68	\$ 62,970.40	\$ 64,544.66	\$ 65,512.82	\$ 66,495.52	\$ 67,492.95	\$ 68,505.34
2nd Year Firefighter	\$ 54,018.72	\$ 55,099.10	\$ 56,476.57	\$ 57,323.72	\$ 58,183.58	\$ 59,056.33	\$ 59,942.18
1st Year Firefighter	\$ 46,301.76	\$ 51,163.45	\$ 52,442.53	\$ 53,229.17	\$ 54,027.61	\$ 54,838.02	\$ 55,660.59
Academy Firefighter	\$ 38,584.80	\$ 47,227.80	\$ 48,408.49	\$ 49,134.62	\$ 49,871.64	\$ 50,619.71	\$ 51,379.01
4th Year Chauffeur		\$ 73,675.36	\$ 75,517.25	\$ 76,650.01	\$ 77,799.76	\$ 78,966.75	\$ 80,151.25
3rd Year Chauffeur		\$ 65,489.21	\$ 67,126.44	\$ 68,133.34	\$ 69,155.34	\$ 70,192.67	\$ 71,245.56
2nd Year Chauffeur		\$ 57,303.06	\$ 58,735.64	\$ 59,616.67	\$ 60,510.92	\$ 61,418.58	\$ 62,339.86
1st Year Chauffeur		\$ 53,209.98	\$ 54,540.23	\$ 55,358.34	\$ 56,188.71	\$ 57,031.54	\$ 57,887.02

3. In the event that an employee covered by this subparagraph should be required to "act" in a higher rank, the employee's acting pay will equal the difference between the wage for the top rated private and that of the rank in which the employee is acting.

Except as otherwise provided above, such employees shall be entitled to all other benefits of this Contract, including longevity.

4. Any newly hired Bargaining Unit Member shall be paid, in addition to longevity, the following percentage of a firefighter's maximum base without longevity:

While in Fire Academy 60%

Upon Graduation from Academy	65%
After Completion of Year 1	70%
After Completion of Year 2	80%
After Completion of Year 3	90%
After Completion of Year 4	100%

5. Wages shall be paid to employees on a bi-weekly basis. Paychecks shall be made available to the members of the bargaining unit by noon on payday; the shift working the day before payday shall have their paychecks made available on that day of work.

6. (A) In addition to base salary and as provided below, all bargaining unit members hired prior to June 1, 2012 shall receive longevity pay as follows:

<u>NUMBER OF YEARS</u>	<u>% OF ANNUAL BASE</u>
2-3	2%
4-5	3%
6-7	4%
8-9	5%
10-11	6%
12-13	7%
14-15	8%
16-17	9%
18-19	10%

(B) Any member of the bargaining unit first employed by the City as a member of the bargaining unit subsequent to June 1, 2012 shall receive longevity computed as follows:

<u>COMMENCING WITH YEAR OF SERVICE</u>	<u>% OF BASE</u>
2-4	1%
5-9	2%
10-14	3%
15-19	4%
20+	5%

(C) Longevity payments shall begin and/or be increased on the employee's anniversary date.

7. All City of Scranton firefighters are required, as a condition of their employment, to operate fire department vehicles. The rank differential above fifth year firefighter shall be as follows:

Chauffeur	4%
Lieutenant	8%
Captain	12%
Fire Inspector, Fire Prevention Officer & Master Mechanic	16%
Assistant Chief	20%
Deputy Chief	24%

Effective immediately, if a firefighter who has not yet completed four (4) full years of service, and therefore is not at the regular (5th year) firefighter base rate that is applicable upon completion of four (4) years' service, is promoted to the Chauffeur position, he/she will receive the 4% rank differential on top of his/her then applicable rate of pay. For example, a Firefighter promoted to Chauffeur after completing one year of service after graduating from the Academy will receive 74% of a fifth-year firefighter; and so on.

Note: The \$560.00 annual stipend currently paid to Assistant Chiefs and the Deputy Chief is discontinued and deleted from this Agreement, except that it will continue to be paid for the term of this Agreement to those five individuals who were being paid it as of December 31, 2021, namely Al Lucas, Dan Hallowich, Jeffrey White, John W. Davis and Brian Scott, for so long as they remain employed in their current positions. The stipend shall permanently sunset December 31, 2026.

8. *Per #2 of the parties' April 4, 2023 Interest Arbitration Award ("the Award"), Section 8 of Article VIII:* Except for terms or conditions which were added in the negotiations immediately preceding and leading to this Agreement, no monetary or fringe benefit which was provided to bargaining unit employees under the parties' immediately preceding Agreement is rescinded or diminished by this Agreement. The Union shall have up to one hundred and twenty

(120) calendar days from the effective date of the Award to present to both the Chief and Human Resources Director, in writing, any items it asserts are mutually agreed past practices that should be included in the new CBA. If the City does not agree that such an item was a mutually agreed past practice, the issue shall be heard by the Panel pursuant to its retained jurisdiction procedure as described in #15 below (Consolidated Contract / Integration)¹.

ARTICLE IX OVERTIME

1. Overtime worked to fill a vacant position shall be compensated at one and one half (1½) times the firefighter's then-current hourly rate or, if the vacant position being filled is an officer position, then one and one half (1½) times the hourly rate of that officer position.

2. Overtime will be filled by the rotation/wheel in place as of the date of this Award (4/4/23), except that where the position to be filled is a vacant officer position, the City will assign an officer who is in the immediate "band" of firefighters who are available to fill the open overtime vacancies. If multiple officers are in that immediate band, the vacancies shall be filled in order of their rank as officers (e.g., Captain before Lieutenant), and, as amongst officers of the same rank in that band, by bargaining unit seniority. If an employee in the band declines an overtime opportunity, then the next firefighter in line, whether a regular firefighter or a ranked officer, will be added to it. Once the band is final, all overtime slots will be filled from it. If there are no officers in a band to fill a vacant officer position on overtime, it will be filled by the firefighter with the greatest bargaining unit seniority.

¹ #15 of the April 4, 2023 Award, entitled 'Consolidated Contract / Integration', provided in pertinent part for the Arbitration Panel to also retain jurisdiction over, and the authority to arbitrate, in accordance with a similar timeframe, a disagreement or dispute asserted by a party as to what constitutes the true and correct terms of the parties' last prior CBA.

3. When an employee is called in and works adjacent of his/her regular shift, overtime will be paid only for the additional time worked, not for the time the employee worked as part of his/her regular shift (for example, an employee called in at 6 am, ahead of his 8 am shift, will receive 2 hours of overtime, not 3).

4. Each member of the bargaining unit who works overtime shall be paid at the employee's option either cash in the amount of one and one-half his regular rate of pay or compensatory time. This provision shall not be construed as a limitation on the City's right to require reasonable overtime provided that the City pays the employees on the basis provided herein.

5. A Fire Fighter working at a higher rank shall be paid at the rate of the higher rank if acting for a complete regular shift or longer.

6. A bargaining unit member shall not be eligible for scheduled overtime for the twenty-four hour period following a sick leave period.

7. Paid sick time shall not be considered in computing overtime in a pay period.

ARTICLE X COURT APPEARANCE COMPENSATION

1. Every Fire Fighter who is ordered to appear on his/her own time before a judicial or administrative body, when the Fire Fighter is required to attend such hearing as a prosecutor or witness in connection with his/her official duties and shall receive a minimum of three (3) hours at the employee's straight-time rate of pay, less any payment by that court or administrative body for such appearances.

2. In the event an employee is notified of selection for jury duty, the employee shall, within forty-eight (48) hours, advise the City. If the employee is then required to serve that jury duty, the employee shall be scheduled off for the entire day on which jury duty is served i.e., for

twenty-four (24) hours. The current practice of payment for jury duty shall continue. The employee shall remit to the City any payment by the court for jury duty served.

3. In the event that any member of the bargaining unit shall become involved in any civil or criminal proceeding arising from the scope of the employee's employment for which the employee is not clearly culpable, the City shall provide legal representation, free of charge, to protect the interests of that employee in all stages of such proceedings.

4. The City shall hold the bargaining unit members harmless, and otherwise reimburse, for all liability and expenses (including attorneys' fees, court costs, lost wages) incurred as a result of the employee's performance of the duties of his/her position.

ARTICLE XI CLOTHING ALLOWANCE AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective beginning in 2024 the current method by which the City provides a clothing allowance and personal protective equipment (PPE) will be replaced by a quartermaster system. Under it, effective May 1, 2024, all members of the Department will be provided with work uniforms. In the second year of the quartermaster program members (starting May 1, 2025) will be issued a set of Class A Uniforms. New members will be issued one set of PPE. A second set of PPE will be issued to active employees after their completion of sixty (60) months of service.

When usable *issued PPE equipment* is returned to the Administrative Captain, the Administrative Captain will redistribute it based on his/her assessment of needs within the department, with emphasis on attempting to provide firefighters with at least one year of service who don't yet have a second set; provided that if two or more firefighters meet the needs assessment essentially equally, the equipment shall be offered on the basis of seniority.

Complementing the quartermaster program, the City will, in 2024, provide an eligible firefighter with a \$250 annual voucher for personal work-related items not covered by quartermaster distribution (e.g., station shoes or boots, fire service flashlights, hand tools and other related items) as may be requested and approved in advance by the Chief. Receipts for authorized expenditures will be required. That amount will increase to \$300 effective 5/1/26.

The City will develop and implement an inspection, care and maintenance program for PPE issued by the City or purchased by individual bargaining unit members in accordance with the current NFPA 1851 Standard or its successor standard.

All equipment provided by the City is *issued equipment*, and as such shall be returned to the City upon the employee's retirement or other separation of employment with the City. The cost of any unreturned equipment or equipment that is severely damaged/destroyed due to the fault or negligence of the employee will be deducted from the employee's final pay or severance check.

When usable *issued PPE equipment* is returned to the Administrative Captain, the Administrative Captain will redistribute it based on his/her assessment of needs within the department, with emphasis on attempting to provide firefighters with at least one year of service who don't yet have a second set; provided that if two or more firefighters meet the needs assessment essentially equally, the equipment shall be offered on the basis of seniority.

ARTICLE XII VACATION AND HOLIDAYS ²

1. Vacation

(A) Employees hired after January 30, 2015, will have the following vacation schedule after successfully completing the Fire Academy:

² The Union challenged the replacement of all language in the Joseph Keegan Personal Day Denial Grievance, AAA Case No. 01-24-003-3195, scheduled for arbitration in October 2024. The parties agree to review and amend this language, if necessary, after the completion of Arbitration process.

Suppression:

- a. Fall academies 1 day for the remaining calendar year and Spring academies 4 days for the remanding calendar year
- b. 1-2 years – 6 vacation days
- c. 3-10 years 8 vacation days
- d. 11-18 years –11 vacation days
- e. Over 18 years – 13 vacation days

Non-Suppression:

- a. 1-2 years: two weeks
- b. 3-10 years: three weeks
- c. 11-18 years: four weeks
- d. Over 18 years: five weeks

(B) Employees hired on or before January 30, 2015, will have the following

vacation schedule:

Suppression:

- a. Less than 1 year of service: 2 vacation days
- b. More than 1 year but less than 10 years: 9 vacation days
- c. More than 10 years: 11 vacation days
- d. Over 18 years: 13 vacation days

Non-Suppression:

- a. Less than 1 year service: one week
- b. More than 1 year but less than 10 years: three weeks
- c. More than 10 years: four weeks
- d. Over 18 years: five weeks

(C) All vacations shall be picked by seniority by December 31st of the prior year.

(D) No employee shall be charged with the use of vacation time for time spent as a

member of the military reserves.

2. Holidays:

(A) Any member hired after January 30, 2015 will have the following holiday schedule after successfully completing the Fire Academy:

- a.) For Fall academies the member shall have (1) holidays for the remaining calendar year.
- b.) For Spring academies the member shall have (4) holidays for the remaining calendar year.

(B) Any member hired on or before January 30, 2015 will be provided eight (8) holidays per year and will be utilized by seniority.

(C) No personal holiday shall be charged during the vacation period.

(D) The holidays provided by the terms of this Agreement with the exception of Christmas and New Year's Eve, shall be assigned by the seniority of the employees requesting same. A good faith effort shall be made by the City to grant holidays on the dates requested and approval of such dates shall not be unreasonably denied. A list of all holidays shall be posted each month after completion of the bidding process at each fire station not less than one week prior to the month in which such holiday occurs.

(E) Holidays observed by City Hall employees are also to be observed by bargaining unit members employed on a regular work week basis, i.e., the non-suppression firefighters, etc.

(F) One holiday shall be charged as a result of sickness or injury, if an individual is sick or injured for one hundred twenty (120) hours within the defined periods below:

January 1 - February 15
February 16 - March 31
April 1 - May 15
May 16 - June 30
July 1 - August 15
August 16 - September 30
October 1 - November 15
November 16 - December 31

(* Note a maximum of one holiday can be charged per period *)

3. The City shall maintain and post, each six (6) months, a seniority list wherein seniority of each employee shall be determined from the date of employment in the Bureau of Fire, which seniority list shall be used in connection with the distribution of vacations or for any other reason wherein the parties require the use of seniority as a standard.

4. In the event that a member of the bargaining unit commences retirement after selecting a vacation said vacation shall be redistributed through the appropriate seniority process.

5. If the foregoing staffing is maintained, the maximum amount of personnel on leave (holiday and vacation leave) will be reduced from 4 to 3 on a holiday and from 5 to 4 on vacation.

6. Should a firefighter request and take more than the number of holiday and vacation days allowable under the Collective Bargaining Agreement between the parties in a calendar year, then, in order to make the City financially whole, the firefighter shall be docked by a reduction in his/her existing compensatory time or by working the next available Kelly day(s). The choice of whether to take a reduction in comp time or work (must report to work) the next available Kelly day(s) shall be at the option of the firefighter.

ARTICLE XIII SICK LEAVE

1. All members of the bargaining unit will accrue 18 hours of sick leave per month at the beginning of each month.

2. The two thousand eight hundred and eighty (2,880) cap has been removed per the 1/30/15 MOU.

3. When an employee, who was first employed in the bargaining unit on or after January 1, 1979, retires or dies while employed by the City, the City shall reimburse the employee (or his/her beneficiary):

- (A) For unused sick hours accrued prior to July 1, 1993 - 50% of all sick leave accrued between January 1, 1979, and up to July 1, 1993, at the hourly rate of pay then prevailing to a maximum of two thousand four hundred hours (2400).
- (B) Unused sick time payouts upon retirement will be on a sliding scale as follows for those hours accrued on or after July 1, 1993:

<u>Hours Accrued</u>	
1 – 3240	25%
3241 – 4319	35%
4320 – 5399	45%
5400 or above	50%

4. A doctor's note is required from any suppression bargaining unit member who utilizes two consecutive days of sick leave, more than 144 hours (6 workdays) of sick leave in a calendar year or who has a demonstrable objective pattern of potential sick leave abuse, regardless of the number of days of sick leave used. A doctor's note shall be required for any non-suppression bargaining unit member who utilizes three consecutive sick days, more than (9) sick days in a calendar year, or has a demonstrable objective pattern of potential sick leave abuse, regardless of the number of days. For the purposes of determining the number of missed workdays, an excused absence for prolonged periods of sick usage will count as one occurrence.

5. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than (96) hours of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as the following persons residing in the employee's household: husband, wife, child or parent of the employee. The Employer may require proof of such family sickness in accordance with Section 4 above.

6. Sick leave usage shall be charged first against current year accrual before any charge is made against unused sick leave that had been accrued in prior years and then against that accrued in the most recent prior year or years.

7. Members of the bargaining unit may transfer accumulated unused sick leave to other members of the bargaining unit who have exhausted their sick leave and are in need of additional sick time. Transfer of sick time will be taken on a case by case basis and will follow the standards for specified serious medical conditions as set forth under the Family and Medical Leave Act. No transfer will go into effect without prior authorization of the administration (Fire Chief, Business Administrator, and Human Resources Director.) This transfer is for purposes of sick leave only and not be used to enhance any retirement or severance benefit. Transfer of sick time can only be given by members below the maximum cap.

8. Any Bargaining Unit Member who works a calendar year without utilizing any sick leave and without using any unpaid leave will be entitled to a 1.5% of base plus longevity bonus.

9. Any Bargaining Unit Member using two (2) days or less in the calendar year will be paid a 1% of base plus longevity bonus. The bonus will be paid within the first two pay periods of the subsequent year.

10. Any Bargaining Unit Member who reports off sick during his or her shift shall have the remaining number of work hours deducted from their sick leave bank. Any member who begins the shift off sick and returns to duty during the course of their assigned shift shall have the appropriate number of sick hours deducted from their sick leave bank.

11. The sick leave program herein shall be administered in a fair and equitable manner in accordance with reasonable written directives not in violation of this Agreement.

**ARTICLE XIV
LEAVE OF ABSENCE WITHOUT PAY**

1. A leave of absence without pay may be granted if the City finds good cause for the request. The City may not arbitrarily or capriciously deny any such request. The employee's written request for a leave of absence must be addressed to the Superintendent of Fire or his/her designated representative, which shall be acknowledged by the Superintendent of Fires within five (5) working days from its receipt.

2. (A) If an employee does not meet the eligibility requirements for a family or medical leave under the Family and Medical Leave Act ("FMLA"), but needs time off because of a medical condition, including pregnancy-related or birth-related conditions, or for a parental leave after birth of a child, the City may grant up to twelve (12) weeks of unpaid leave with a right to job restoration upon return to work.

(B) When taking such a Leave under (a) above, the employee shall use her/his accumulated sick leave, if any, during any period of the Leave that would otherwise be unpaid.

(C) All leaves without pay will be designated as leave under the FMLA, if such leaves meet the requirements of the Act.

**ARTICLE XV
BEREAVEMENT PAY**

Each employee shall be permitted to be absent from his work, with pay, for the scheduled work shifts during the four (4) consecutive days ending with and including the date of the funeral of the employee's wife, husband, child, mother, father, sister, brother, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law and grandchildren.

**ARTICLE XVI
HEALTH AND LIFE INSURANCE**

1. At implementation of the April 4, 2023 Act 111 Award, the City's current health

insurance plan remains in effect. Effective July 1, 2023, the City will continue to provide health insurance through that plan, with certain components, i.e., deductibles, co-pays, dental coverage and prescription formulary, modified as presented at the Act 111 arbitration hearing.

(A) Regular full-time bargaining unit employees will be eligible to participate in an Employer-sponsored health insurance plan ("Plan") beginning the next full calendar month following the completion of their probationary period or earlier if required by law. Upon ratification, the Employer will offer eligible employees the attached Health Plan (see Attachment "A").

(B) Effective July 1, 2023, the applicable Health Insurance Plan for actively employed bargaining unit employees covered by this Agreement, including Medical, Prescription Drug, Dental and Vision components, shall be in accordance with the attached plan.

(C) Recognizing the ever-changing nature of health insurance and the significant fiscal challenges posed to the Employer in continuing to provide it, the Union acknowledges the Employer's right to designate and unilaterally change from time to time, as it determines necessary, the particular carrier(s) and plan(s); to modify specific plan components, except as provided below; and to provide any or all benefits on an insured basis with a carrier(s) of its choice, or on a self-insured basis.

If the Employer intends to make a material change in plans or specific plan components ('material' being defined to mean a plan or specific plan component change that is not substantially comparable with that in effect as of the date of the April 4, 2023 Act 111 Award) which it determines is necessary, it will inform the Union, provide it with the reason it wants to make the intended change, and offer to negotiate with the Union before it; provided that upon such notice, if the Union wishes to meet and negotiate about the intended change, such negotiations

shall be conducted on an expedited basis, without delay, and completed in sufficient time for the Employer's plan to be finalized and implemented, including conducting an Open Enrollment, before the new Plan Year. In the event the parties do not reach agreement over a proposed material change in plans or specific plan components, the Employer may seek expedited arbitration from the independent arbitrator or, if both parties prefer, under the AAA Rules for Arbitration.

2. Employee contributions for Health Insurance:

(A) Effective beginning July 1, 2023, active bargaining unit members who are eligible for and participate, for themselves and any eligible family member/s, in the City's Health Insurance Plan shall contribute, on a pretax basis, toward the cost of health care benefits 4.0% of the base pay of a 5th year Firefighter, deducted in equal shares from their paycheck.

(B) Effective July 1, 2025, active bargaining unit members who are eligible for and participate, for themselves and any eligible family member/s, in the City's Health Insurance Plan shall contribute, on a pretax basis, toward the cost of health care benefits 4.5% of the base pay of a 5th year Fire Fighter, deducted in equal shares from their paycheck.

3. Employee Participation in Health Insurance costs during the term of the Contract:

(A) Employee Premium portion (as a percentage of base pay):

- Effective July 1, 2023: 4.0%
- Effective July 1, 2025: 4.5%

(B) Deductibles

- Effective July 1, 2023: \$1,000 / \$2,000
- Effective January 1, 2026: \$1,250 / \$2,500

(C) Pharmacy Co-Pays

- Effective July 1, 2023: \$5, \$25, \$80
- Effective January 1, 2025: \$10, \$35, \$90

- Pharmacy formulary shall be updated periodically by the carrier or RX provider in standard industry fashion, with notice to Union of any significant changes.

(D) Physician, Therapy, Rehab Co-Pays

- Effective July 1, 2023: \$20, \$30
- Effective January 1, 2025: \$30, \$40

(E) Emergency Room Co-Pay

- Effective July 1, 2023: \$150

4. Health Care Committee (Terminated)

Although the former “Health Care Committee” is terminated, the City will meet with the Union upon request to discuss health insurance issues and is open to creation of a new and different health care committee, about which discussion is invited.

5. A bargaining unit member may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:

- i) The election that shall be in writing shall be effective as of the first day of the month next following the City's receipt of the notice; and
- ii). The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the City's receipt of that notice; and
- ii). For each full month that the revocation is in effect the Employee shall monthly receive the following amount, payable to him/her in the paycheck next following the completion of the month for which the revocation was in effect.
 - Employee \$100/mo
 - Employee and Spouse \$200/mo
 - Employee and Child \$200/mo
 - EE and Children \$250/mo
 - Family \$400/mo

- iii). The money shall be paid to the bargaining unit member in the paycheck next following the completion of the month for which the revocation was in effect and shall not be considered compensation for pension deduction purposes.
- iv). An employee cannot maintain health insurance with the City if Employee's spouse/significant other or other family member is also employed by, or a retiree of, the City and has health insurance with the City that does or could cover the employee. Nor is any buyout available to an employee who is not eligible to maintain health insurance with the City.

ARTICLE XVII

LIFE INSURANCE, PENSION AND RETIREMENT

Life Insurance

1. The face value of the life insurance policy provided to bargaining unit members shall be twice the yearly wage of the bargaining unit member; and to each member of the bargaining unit.
2. The face value of the life insurance policy provided to members who retired on or after January 1, 2008 shall be the yearly wage of the bargaining unit member at retirement.

Pension

1. Pension contributions of bargaining unit members shall be six percent (6%).
2. Any request for pension must begin with official notice from the employee to the Fire Chief, who will in turn verify eligibility and submit an approved request to the Pension Board. Any employee who is determined by a Heart and Lung Panel Arbitrator to be permanently disabled shall immediately apply for the pension; if not, the City shall submit the application on the employee's behalf. Any and all disputes as to whether a disability is work-related or non-work related shall be determined by an arbitrator from the Heart and Lung Panel. The decision of the Heart and Lung Panel arbitrator adjudicating whether an injury is permanent shall be binding on the employee and the parties hereto.

Note: It is noted that in the course of the 2023 Act 111 Hearing and subsequent deliberations, the City indicated that it may choose at some point to deal with this issue by ordinance. There is no issue with that, provided that such an ordinance is, of course, lawful.

Retiree Health Insurance

1. Bargaining unit members who were hired before July 1, 1993 shall be entitled to retiree benefits for the member and member's spouse for a period of ten (10) years or until they reach Medicare, whichever comes last.

If any member who was hired post 1987, prior to July 1, 1993 and has met the 25 years of service requirement retires prior to meeting the age requirement noted in the aforementioned, they may elect to place on hold their ten years of retiree health until such time they begin to collect their pension.

2. All employees hired after July 1, 1993 who retire with twenty-five (25) years of service and 55 years of age shall receive retiree health benefits for the bargaining unit member and spouse under the same terms as provided in the 2012 Settlement Agreement except that those benefits shall only be provided to the Medicare eligibility date of the retiree and spouse. The benefits shall be provided to the Retiree subject to the conditions set forth in the Settlement Agreement of 2012. The benefits shall be provided to the spouse if the City is paid 50% of the COBRA difference between an Individual rate and a Husband/Wife rate.

3. In the event that an employee dies in the scope of his/her employment, or while on active service, the City shall continue to provide the full health insurance program to that employee's surviving spouse and dependents, until such time as the spouse remarries. In the event that an employee dies after retirement on or after January 1, 1983, the City shall continue to provide the full health insurance program to that employee's surviving spouse and dependents until such time as the spouse remarries.

Any spouse of a member who dies in the line of duty or has died in the line of duty will not be responsible for paying a payroll contribution for healthcare.

4. Any survivor of a member of this bargaining unit who retired after January 1, 1994 shall contribute for the duration of their receipt of health benefits from the City 25% of the amount contributed in accordance with the terms of this Agreement by active employees as adjusted from time to time by contractually-provided periodic increases in base pay.

5. Those bargaining unit members who retire after the ratification of the June 1, 2012 Settlement Agreement shall on and after January 1, 2013 contribute for the duration of their receipt of health benefits from the City 50% of the amount contributed in accordance with the terms of this Agreement by active employees as adjusted from time to time by contractually-provided periodic increases in base pay.

Severance

1. Each Fire Fighter who retires on the basis of longevity of service and age shall receive a one-time benefit equal to one (1) month's pay for 25 to 29 years of service in the Fire Department, two months pay for those hired prior to January 1, 1964 and 1 ½ month's pay for 30 or more years of service in the Fire Department by those hired after January 1, 1964. Fire Fighters who retire on disability after having completed twenty-five (25) or more years of service in the Fire Department shall be eligible for this benefit.

Existing Bargaining Unit members who retire on normal retirement within the time limits set forth below shall receive upon termination the following lump sum bonuses:

- a. Within 120 days of ratification (of the January 30, 2015 MOU) if currently eligible or within 120 days of retirement eligibility: \$10,000.00
- b. Within 150 days of ratification (of the January 30, 2015 MOU) if currently eligible or within 150 days of retirement eligibility: \$7,500.00
- c. Within 180 days of ratification (of the January 30, 2015 MOU) if currently eligible or within 180 days of retirement eligibility: \$5,000.00

2. The representatives of the active Fire Fighters on the Pension Board and the Joint Pension Board shall be selected and shall serve in accordance with the procedures to be determined by the Union.

Disability Pensions

Disability pensions:

a. Shall be based solely upon the opinion of a physician selected by the parties' mutual selection of a panel of specialist physicians to determine whether fire fighters are entitled to disability pensions. The physicians on said panel must be board certified in the asserted illness or injury. The physician selected shall certify that he/she has no direct or indirect relationship to any party thereto and, if necessary, shall be selected from the outside of the immediate geographic area. For this purpose, the immediate geographic area includes Lackawanna, Luzerne, Carbon, Wyoming, Susquehanna, Wayne, Pike and Monroe counties. The physician's decision shall be binding and the physician must certify that he or she has made the decision to the best of his or her professional ability, and that his or her decision was not unduly influenced by any party. Determinations as to disability by said mutually selected physician shall be final and binding. In the event that the parties are not able to mutually agree on such physicians or their replacements (if such shall become necessary), then the matter shall proceed to expedited arbitration pursuant to the American Arbitration Association's Labor Arbitration Rules

b. When permitted by law, shall include the 25% cost of living increase only if the retiree is completely disabled and is incapable of performing any compensable work of any nature for both non-work related and work related disability pensions.

c. Shall be prorated based on the same scale for non-work related pensions at 5% per year of service to a maximum of 50% for any applicant seeking a work related disability pension

with less than 25 years of service unless the retiree is completely disabled and is incapable of performing any compensable work of any nature. If such retiree has not yet achieved maximum base, the disabled retiree shall nonetheless receive a pension computed at least at 50% of full base.

ARTICLE XVIII SENIORITY

1. The seniority principle shall be applied in the Scranton City Fire Department for those employees covered by the Collective Bargaining Agreement, on a department-wide basis and shall include every position in the Scranton City Fire Department with the exception of the Payroll Clerk to the Superintendent of Fires.

2. When a new position is created or a vacancy occurs during the year, bidding shall take place twice a month, with the exception of the month of December. Bidding shall take place one time during the month of December.

3. A seniority principle shall be applied department-wide within each rank. An officer who does not have the rank commensurate with the rank or vacancy of the new position shall not be permitted to bid for the particular job, notwithstanding his/her length of service in the Fire Department.

4. Nothing herein shall prevent the City from reassigning an individual if the City believes that the individual is not qualified to perform the work for the particular position. Any such action by the City shall be subject to the Seniority Appeals Panel comprised of:

- (1) The Chief or the Deputy Chief
- (2) The Assistant Fire Chief
- (3) An additional Assistant Chief selected by the Union

Panel members (2) and (3) shall be, whenever possible, those individuals who served in the respective position during the shift then being worked by the individual appellant. The decision

of the majority shall be final in determination of the appeal. The decision shall be within ten (10) days from the date, subject to review by the grievance and arbitration process in accordance with law. The appellant may request the Panel's decision in writing which shall set forth the reasoning of same.

5. The City shall make all attempts to have no special duty appointments. However, if a situation arises which shall require special duty appointment, the appointment shall last for only thirty (30) days, and there shall be no reappointment of the same person to this position, of another person to this position, or of this person to another position. If such action is required by the City, a new position shall be created and the bidding process shall apply thereto.

6. (A). Any member of the bargaining unit as of December 31, 1978 who is offered City employment which removes him/her from the bargaining unit shall retain such seniority as he/she possessed on the last day of employment in the bargaining unit. In the event that his/her non-bargaining unit employment is terminated, he/she shall have fifteen (15) calendar days in which to return to the bargaining unit employment by providing written notice of such intent within that time period to the Union and City.

(B). Upon returning to the bargaining unit as provided in (a) above, the Employee shall not be entitled to the position that he/she last held within the bargaining unit, but shall receive the pay of that position as is applicable upon the date of his/her return.

7. In the event that it should be necessary to temporarily involuntarily transfer an employee from one work station to the other, the involuntary transfer shall be:

(A). offered to the most senior qualified employee if the transfer would result in an increase in wages, such as in the case of acting pay; or

(B). if the transfer would be a lateral or equivalent move, then the involuntary transfer shall be assigned to the least senior qualified employee.

The only reason that an employee shall be temporarily involuntarily transferred is due to a shortage of employees at the work location to which the employee is transferred. When an employee is temporarily involuntarily transferred, his/her position at his/her bid company shall not be filled by another employee. The Superintendent of Fire can require the most senior person on his/her bid company to assume acting officer, barring lack of qualifications, and he/she will receive acting pay.

8. In the event of a Company closure the employees that are displaced shall have the right to bump into any position of equal rank held by a less senior employee within ten (10) days of closing of the Company and any employee thereafter displaced by this bumping process shall continue to bump until the least senior employee of that rank is displaced and shall become a floater within that rank until a vacancy occurs.

9. For the duration of this Agreement, the Business Administrator of the City shall notify the Union in writing of the employee who shall be assigned the duty of performing the clerical work necessary for the implementation of all provisions of this Collective Bargaining Agreement including, but not limited to, the maintenance and completion of forms or other materials relating to insurance policies, seniority and other records necessary for the City's performance of its duties and obligations under the terms of the Contract.

10. **Civil Service:**

(A) All permanent positions must be filled within six (6) months of the vacancy occurring by a certified Civil Service Employee. A long term actor shall not be permitted for permanent vacancies.

(B) All oral examinations for promotion within the bargaining unit shall be conducted by a panel of experts secured and directed by a mutually selected independent agency.

i. The oral examination panel shall be comprised of three deputy chiefs and/or assistant chiefs from third class cities of comparable size to the City of Scranton - (Allentown, Bethlehem, Easton, Lancaster, Harrisburg, Reading, Johnstown, Erie, Chester, and Wilkes Barre) - with no more than one from a City listed above per panel.

ii. The oral examination questions shall be vetted and compiled by the testing agency that specializes in fire department promotions. The scoring shall be "blind" and compiled by the same agency.

iii. The Civil Service Commission shall contact, select, and assign the panel members for the oral board. No member of the bargaining unit or the City of Scranton shall contact, discuss, or in any manner be a part of the promotional testing process with the exception of the Civil Service Commission.

(C) All study material to be utilized in a promotional examination within the bargaining unit must be generally available for purchase and shall be identified in writing not less than three calendar months prior to the examination being administered. The testing company that is selected shall select the reading materials necessary for the written test.

(D) The City and the Union shall meet within thirty (30) days from the April 4, 2023 Act 111 Award to discuss whether to change the current testing company. Changes to the testing company will only be made by mutual agreement. In the event the City is notified during the term of this Agreement that the testing company (the one it currently utilizes or any successor,

if any) will no longer perform the promotional exams, the City and Union will meet within thirty (30) calendar days from the date of such notification to discuss selection of a new testing company. If the City and Union do not agree on a new testing company within that thirty (30) calendar days period the Civil Service Commission will select the testing company.

(E) The City has and reserves the right to instruct the City of Scranton Civil Service Commission (Commission) to schedule additional exams based on needs if a list expires. The Fire Chief shall provide the Commission with the Department's current Standard Operating Procedures and Standard Operating Guides to be used as study material for the candidates for their written exams – which the Commission shall then provide to the testing company. The Fire Chief may assist the Commission with mechanical tasks or perfunctory tasks such as scheduling of tests and providing contact information for the oral examination panel, but he/she shall not opine to the Commission or the panel about a candidate nor shall he/she actively participate in the testing process or in the Commission's deliberations about candidates. The City shall facilitate making available materials necessary to study and/or prepare for the exam.

(F) Temporarily filling an acting officer (Chauffeur or above) vacancy shall be done as amongst employees on that shift who are on a then-current active eligibility promotional list for that position or above, if applicable. If there is no then-current eligibility list at the time, the principle of unit seniority shall be applied to fill the acting position.

(G) Provided the current operational structure of the Scranton Fire Department is maintained (7 Firehouses, 8 Apparatus, and Car 21), the City and Union agree to the attrition of the aforementioned suppression positions through attrition in order to reach and maintain a minimum complement of the following suppression personnel:

3 – Assistant Chiefs

15 – Captains

15 – Lieutenants

30 – Chauffeurs

(H). The Union agrees that in certain instances it may be necessary for an officer to be assigned to a Private position in order to prevent the unnecessary use of overtime. The displaced/unassigned officer will fill the Private vacancy after all other Privates have been afforded their seniority rights. The Union and City agree that this practice shall not occur more than 10% of the time in a calendar year. In the event this practice occurs more than 10% of the time in a calendar year, the unassigned officer will be assigned to Car 21 for the shift regardless if the move creates overtime. In the event that sufficient personnel are assigned to the shift and an additional officer is scheduled for duty, the extra officer (1) shall be assigned to Car 21 and act as a Safety Officer for all incidents to which Car 21 responds on that shift.

(I) The following shall be required to test for the relevant promotion within the Department, pursuant to a testing schedule determined, and modified from time to time, by the Fire Chief.

Chauffeur: A minimum of one (1) year's experience as a firefighter.

Fire Lieutenant: A minimum of five (5) years' experience as a firefighter.

Fire Captain/Administrative Captain: A minimum of eight (8) years' experience in the Department, including a minimum of 2 years' experience as a Fire Lieutenant or six (6) years' experience as a Chauffeur.

Fire Inspector/Fire Prevention Officer/Master Mechanic: A minimum of ten (10) years' experience in the Department regardless of rank.

Assistant Training Chief: A minimum of ten (10) years' experience in the Department including a minimum of two (2) years as Fire Captain, or four (4) years as a Lieutenant.

Assistant Chief: A minimum of 12 years' experience with the Department, including a minimum of 2 years as Assistant Training Chief, or two years as Captain or five (5) years' experience as a Lieutenant.

Deputy Chief: A minimum of 14 years' experience with the Department, including a minimum of 2 years as Assistant Chief or Assistant Training Chief. Captains with a minimum of 14 years' experience with the Department, including at least five (5) years as a Captain will be permitted to test.

ARTICLE XIX JOB CLASSIFICATIONS AND TRANSFER

1. The City agrees with the Union that there shall be no arbitrary or capricious changes in job classifications, the transfer of personnel, or the creation of new job classifications which are not subjects for dispute under the grievance procedure.
2. Any member of the bargaining unit who is involuntarily displaced by reason of the elimination of his/her position shall be assigned to work within the bargaining unit consistent with the rank that he/she held immediately prior to assuming the eliminated position, with unbroken seniority in that position and shall be paid at the rate provided for herein for the eliminated position (with subsequent adjustments thereto) until such time as that individual is promoted or terminated employment with the Department.
3. A Chief's Driver shall be assigned to each shift for the Assistant Chief on that shift. The Chief's Driver shall be a Chauffeur who shall be selected for the position pursuant to the posting and bidding procedures set forth in this Agreement.
4. The City may transfer unassigned personnel to a shift other than the bid shift for the purpose of backfilling due to long term injuries, long term illnesses or other leave of a protracted nature. The City shall move personnel in accordance with seniority by rank. A member may only be moved for these reasons a maximum of one (1) time in a calendar year. When a member is moved, the City will take the necessary steps to ensure that the transferred member's commitments that were incurred by previously selected vacation periods and holiday periods are

maintained in accordance with the transferred member's seniority. The City shall make every reasonable effort to move the transferred personnel back to the original shift effective January 1 of the year following the transfer.

5. Assistant Training Chief: The City will add a full-time Assistant Training Chief position to the unit. The Training Chief will be responsible for performing and/or overseeing all training within the Department (e.g., scheduling, tracking and related functions, ISO ratings, CPSE Accreditation, grant writing assistance). A copy of the job description and applicable rate of pay will be prepared and supplied to the Union within 60 days from the date of the April 4, 2023 Act 111 Award. This position will work the Monday through Friday, 40 hours/week, non-suppression work schedule.

ARTICLE XX SAFETY AND HEALTH

1. The City and the Union shall cooperate in the area of safety. Periodic on-duty safety meetings shall be held and safety training shall be emphasized. Moreover, the parties shall mutually agree to meetings hereunder in other than off-duty hours for specific purposes. Health and sanitary conditions of each open fire station shall be continually improved until all stations meet the minimum standards as established in accordance with the State and City Code.

2. Safety Committee. The parties shall establish a Safety Committee - composed of three (3) employer representative and three (3) union representatives. This Committee shall meet once a month or more often if necessary.

3. Each engine company maintained by the City shall be actually staffed on each shift with no less than three (3) personnel.

4. Each truck company maintained by the City shall be actually staffed on each shift with no less than three (3) personnel.

5. The Rescue Unit shall actually be staffed on each shift with no less than three (3) personnel.

6. If the City determines to utilize an apparatus as a Quint (a combination ladder and engine apparatus) and merges a single engine company and single truck company into one Quint company, it shall actually be staffed with no less than five (5) personnel.

7. The number of pieces of apparatus and fire companies maintained by the City is left to its discretion. However, if the City temporarily or permanently closes more than three companies at the same time, the minimum manpower per apparatus provided above shall be increased for engines, trucks and Rescue from three to four personnel. Although nothing in this provision shall nullify the City's obligation to pay overtime, this provision is neither intended to create overtime or any other additional costs to the City. Rather, the sole purpose of this provision is to ensure that there is a safe level of manning at fires if the City temporarily or permanently closes more than three fire companies, and the provision is not intended to create a minimum number of fire fighters in the bargaining unit or require the City to hire additional fire fighters. Should the parties not agree on whether the City has closed a company, they should follow the grievance process.

Notwithstanding anything to the contrary, nothing herein shall require the City to staff any piece of apparatus with more, nor shall anything herein authorize the City the staff each apparatus with less, manpower than that level of manpower that staffed each piece of apparatus as of December 31, 2007.

8. No member of the bargaining unit shall be required to perform any duty that *unnecessarily* endangers the health or safety of that member beyond those dangers and risks unavoidably inherent in their position.

9. Under no circumstance shall the City *unnecessarily* endanger the health or safety

of a bargaining unit member by requiring the bargaining unit member to be subjected to a managerial or physical condition that could have been anticipated and/or prevented by the City by the expenditure of moneys or other City action.

10. The City shall abide by all federal, state and local laws and regulations governing all aspects of the workplace and working conditions that would otherwise apply to any private sector employer. The terms and conditions of such laws are incorporated into the collective bargaining agreement as if fully set forth therein.

11. No fire fighter shall be required to utilize a City vehicle that would not pass a State inspection.

ARTICLE XXI EDUCATION AND TRAINING

1. The City shall promptly initiate and implement its regular procedures with respect to Civil Service certification of all eligible employees on the payroll of the Fire Department.

2. The City shall make immediate provisions and pay for technical training and educational course according to qualifications and inclinations. Denial of such training and educational opportunity shall not be arbitrary or capricious. Training and education in this paragraph shall be interpreted to include only education at a local college level.

3. It is understood by the City and the Bargaining Unit that training remains a vital part of a fire department's commitment to safety. In that regard the Fire Chief or his/her designee, the Deputy Chief, the Training Chief, the Administrative Captain, and IAFF Local 60's Training Committee will meet annually to develop a training schedule prior to the completion of the budget process for the following calendar year. This training shall consist of both company level training, certification, and other training courses as recommended by the Committee. The Fire Chief or his/her designee will release the training schedule to the department prior to the commencement

of vacation selection process for the following calendar year.

4. In order to encourage continued professionalism among the members of the bargaining unit:

(A) The wages of each member of the bargaining unit who possesses an Associate Degree in the course of study relating to his/her duties shall be increased one and one-half percent (1 ½%) upon presentation of evidence of such degree and by two and one-half percent (2 ½%) of salary upon obtaining a Bachelor's Degree in a course of study relating to his/her duties and by three and one-quarter percent (3¼ %) of salary upon obtaining a Masters Degree in a course of study relating to his/her duties;

(B) EMT/EMR CERTIFICATION

With regard to any member of the bargaining unit first employed subsequent to the ratification of the January 30, 2015 Memorandum of Agreement, he/she shall maintain his/her Pennsylvania Department of Health Certification as an Emergency Medical Technician, EMT, (minimum) as a condition of employment.

It shall be a requirement by January 1, 2017 that all members (who are eligible to possess a PA Department of Health Certification) employed prior to January 2015 shall maintain EMR as a minimum level of training, as a requirement for employment.

The City of Scranton shall maintain a training schedule and course offering to ensure ample opportunity for continuing education is provided in accordance with the Department of Health Guidelines for all levels of certification currently held by bargaining unit members. The City shall ensure that sufficient opportunities are provided for ALL bargaining unit members to maintain CPR certification.

(i) All members who hold a current PA Nursing License shall be paid 1.25% of a fifth (5th) year firefighter's salary every three years provided their license is maintained.

(ii) All members who successfully complete the EMT-P (Paramedic) Certification or recertification shall be paid a sum of 1.25% of a fifth (5th) year firefighter's salary.

(iii) All members who successfully complete the EMT Certification or recertification shall be paid a sum of 1% of a fifth (5th) year firefighter's salary.

(iv) All members who successfully complete the EMR Certification or recertification shall be paid a sum of .5% of a fifth (5th) year firefighter's salary.

5. The following fire academies are mutually agreed by the parties, selection amongst which at any time to be as designated by the City: HACC, Allentown and Scranton if the City opens a fire academy or participates in one as a joint operator. Either party may seek to designate another fire academy that meets applicable then-current NFPA standards as are met by HACC at the time, Neither party will unreasonably withhold its agreement to adding another academy that meets such standards, provided that the City shall at all times designate which fire academy as amongst them it shall use. The Civil Service Rules and Regulations shall be amended to provide that in the event that the Fire Fighter does not successfully complete the course of training and obtain a certificate of completion recognizing the individual as a Fire Fighter I, the individual's employment with the City shall be terminated.

ARTICLE XXII GRIEVANCE PROCEDURE

1. Except for acts that are specifically removed from the grievance and/or arbitration procedure, as provided in this Agreement or because of any statute, state or federal or city, excluding same, if an employee, the City or the Union disputes the interpretation or application of

any specific paragraph or paragraphs of this Agreement it shall be defined as a grievance and settled in the following manner:

Step 1: The Employee or Union representative shall present the grievance in writing to the Superintendent (Fire Chief) within seven (7) working days after the first occurrence of the facts or within seven (7) working days after the occurrence of facts was known or should have been known by the affected employee, which are the basis upon which the grievance has been made. Otherwise, the right to grievance shall be lost. The Superintendent shall attempt to resolve the matter and report his decision to the grieving party in writing within seven (7) working days after its presentation.

The City, through its Superintendent (Fire Chief) or his/her representative, shall have the right to present a grievance in writing to the Union president or his/her representative within seven (7) working days after the first occurrence of the facts which are the basis upon which the grievance has been made or within seven (7) working days after the occurrence of the facts as known or should have been known. Otherwise, the right to grieve shall be lost. The Union president shall attempt to resolve the matter and report his/her decision to the City in writing within seven (7) working days after its presentation. Working days are defined as days that City Hall is open for business.

Step 2: If the grievance is not settled, the appeal must be presented by the Union to the Business Administrator or his designee within five (5) working days after the Superintendent's report is due. The Director or his designated representative shall

respond in writing to the grieving party or his designated representative within five (5) working days after receipt of the appeal.

If a grievance submitted by the City through its Superintendent is not settled within the time limits provided above, the appeal must be presented in writing within seven (7) working days in the format more specifically set forth in Step 3 below.

Step 3: If the grievance is not satisfactorily settled, it may be submitted upon mutual agreement between the parties for non-binding mediation to the Pennsylvania State Mediation Service. The representative of the Pennsylvania State Mediation Service shall not have the right or power to decide or adjudicate anything concerning the matter. Rather, his/her authority shall be solely to attempt to confidentially mediate a settlement of the grievance to the satisfaction and agreement of the parties involved.

Step 4: If the grievance is not satisfactorily settled, the Union or the City shall have the right to submit the grievance to arbitration, provided it presents its demand for arbitration in writing to the American Arbitration Association with a carbon copy of demand for arbitration to the opposing party within ten Working days from the conclusion of mediation, or either party's refusal to participate in mediation. Otherwise, the matter shall not be arbitrable.

The Arbitrator is to be selected by the parties pursuant to the Voluntary Labor Arbitration rules of the American Arbitration Association. However, the panel of arbitrators submitted to the parties by the American Arbitration Association shall consist only of arbitrators from the Commonwealth of Pennsylvania.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. Any offers of settlement or compromise made in prior steps of the grievance procedure shall not be used in any manner in an arbitration case.

2. The arbitrator shall neither add to, subtract from or modify the specific provisions of this Agreement. The arbitrator shall confine him/herself to the precise issues submitted for arbitration and shall not have authority to determine any other issues not so submitted to him/her.

3. The decision of the arbitrator shall be final and binding on both Parties, except where the decision will require an enactment of legislation in which case it shall be binding only if such legislation is enacted. The arbitrator shall be required to issue his/her decision within thirty (30) days after the hearing or receipt of the transcript of the hearing. All of the time limits contained in this section may be extended by mutual agreement of the parties in writing.

4. All fees and expenses of the arbitrator shall be divided equally between the Parties. Each party shall bear the cost of preparing and presenting its own case.

5. No member of the bargaining unit shall be disciplined without just cause.

6. In the event that the Arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to the conduct of the proceedings, the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the presentation of the case and reasonable attorneys' fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of the violation and shall bear an interest rate from that date equal to the six (6) month United States Treasury bill rate, adjusted for each calendar quarter that such remedy is payable, as was in effect from the date that the violation occurred to the date that payment is made.

7. The parties recognize and agree that personnel matters involving the considered, threatened, possible or actual discipline of a bargaining unit member are highly confidential and should not be disclosed to the public. Accordingly, in the event that the City, or anyone acting on its behalf, should disclose such matters to the public or the media, the person or persons thus making such disclosure shall be disciplined. This provision shall not serve to prohibit or prevent the City from truthfully and accurately providing the media with a brief factual description of the discipline actually imposed upon a bargaining unit member and the factual background underlying the alleged infraction.

ARTICLE XXIII FEDERALLY FUNDED EMPLOYEES

1. For the duration of this Agreement, the City shall not employ any individual who is compensated by federal monies to perform work that has traditionally been assigned to members of the bargaining unit unless or until all regular available positions have been filled by regular appointment. This shall not apply to ambulance service.

ARTICLE XXIV SUBCONTRACTING

1. The City shall have the right to subcontract to any private or public agency any work in whole or in part involved in ambulance service.

2. Any members of the present bargaining unit displaced as a result of said subcontracting shall be retained by the City and shall be employed in a direct firefighting capacity.

ARTICLE XXV LIGHT DUTY

1. MODIFIED DUTY POLICY - PURPOSE AND EFFECT

The following shall be the Modified Duty Policy for the Scranton Fire Department,

which Policy shall apply to all injuries or illnesses incurred by a member of the bargaining unit, regardless of whether they are work related.

2. APPLICATION OF POLICY

(A) An employee who is temporarily unable to perform all essential duties and responsibilities of his/her position without restriction or limitation may be required to perform 'modified duty' in accordance with the terms of this Policy.

(B) As used in this Policy, the term "modified duties" shall mean tasks which are performed by a member of the Fire Department bargaining unit on a temporary or part time basis, which tasks are less intensive or demanding than the duties that temporarily disabled employee normally performs as part of his/her regular position. Under no circumstances shall "modified duty" include, in whole or in part, employment duties that are unnecessary to the operation of the fire department or the City and/or are objectively demeaning to a disabled employee, that are and intended solely for the purpose of creating "make work" tasks. Under no circumstances may modified duty activities be outside the types of employment duties historically performed by the bargaining unit. An employee shall not be required or permitted to perform "modified duty" where either the nature of those duties or the functional limitations of the disabled employee would per se expose either the employee or another member of the bargaining unit to actual danger, or where the performance of such duties by the disabled employee would violate the contractual rights of other members of the bargaining unit.

Consistent with the above, the parties have agreed to modified duty job descriptions, attached hereto as Attachment "B".

(C) A disabled employee's work limitations may be set forth in a written report and recommendations made by the City's physician (panel or other, as it deems appropriate) to

the City's Superintendent of Fire and Director of Human Resources or their designees; if the employee is being treated by a separate licensed physician, that physician may also provide his/her written report and recommendations to the City's representatives. Once undertaken, this process shall proceed as promptly as possible, without delay. If either party's (City's or employee's) physician makes a report and recommendations, the other party (City, employee) can submit his/her/its physician's written report and recommendations within fourteen (14) calendar days. The City, upon its review of the report/ and recommendations of the physician/s, may offer light duty work to the disabled employee as it determines appropriate. If the employee's physician disagrees with the light duty assignment, he/she must advise the City in writing within fourteen (14) calendar days. Thereafter, absent mutual agreement, the parties will engage in arbitration before an arbitrator from the parties' Heart & Lung arbitration panel to be held within thirty (30) calendar days of the employee's physician's disagreement on the City's light duty assignment, each party to bear its own costs and expenses except for equally splitting the cost of the arbitrator. The above process as it pertains to arbitration before a Heart & Lung arbitrator, is only applicable and available to employees with work-related disabilities. If an employee with a non-work-related disability has a dispute about the City's application of this Policy as to him/her that he/she wishes to grieve, he/she must address it through the standard Grievance Procedure in the parties' CBA, and the City shall have its full rights to defend.

(D) An employee who, due to a work-related injury or illness, is performing modified duty assignments under this Policy shall, if necessary and with prior written notice to the Department, be permitted reasonable time during the workday to attend a medical or rehabilitation appointment without loss of pay or benefits; provided that such an employee shall first make every reasonable effort to schedule his/her medical appointments outside of his/her

normal working day shift. Employees performing modified duty assignments as a result of a non-work-related injury or illness shall likewise make every reasonable effort to schedule their appointments outside of their normal working day shift; if they cannot, they will be permitted reasonable time during the workday to attend a medical or rehabilitation appointment, with prior written notice to the Department, and shall use their accrued paid time off, if any.

(E) The employee shall be required to provide the City with periodic reports from the employee's certified/licensed attending physician describing the extent and anticipated duration of his/her recuperation and/or rehabilitation.

(F) Except as explicitly provided hereinabove, nothing in this Policy shall be deemed to waive an affected employee's rights under applicable law.

(G) Employees who are performing modified duty as a result of a temporary disability incurred in the performance of their duties shall continue for the purposes of taxation to be carried as receiving Heart & Lung Act benefits for the duration of the temporary disability.

(H).

(i) Employees who are out on work-related disabilities have priority for 'modified duty' placement over employees who are out on non-work-related disabilities, including that if an employee with a non-work-related disability has been placed on 'modified duty' and the City needs that 'modified duty' position made available for an employee with a work-related disability, it shall end the placement of the non-work-related disability employee and place the employee with the work-related disability in the position.

- (ii) After an employee has performed 'modified duty' for an extended period (i.e., up to six (6) consecutive months), the City shall have the option of removing him/her from that modified duty; provided, however, that this should not be read as guaranteeing employees six months of modified duty if the circumstances of either party (e.g., full recovery; lack of need or funding for continuing the modified duty job; or the injury/illness is determined to be permanent or lasting in nature) warrant removal from/discontinuation of modified duty. Modified duty positions are intended to provide work to affected employees for so long as the Department needs same, during a transition period for an employee who is sick (ill) or injured, so that the employee can continue to work as a productive member of the Fire Department and gradually return to full duties. Modified duty positions are not intended to create permanent positions consisting of only portions of the duties of established bargaining unit positions.

(I) Appropriate and properly made requests for modified duty shall not be unreasonably denied by the City where reasonably possible, nor shall the City's placement of an employee into modified duty in accordance with the provisions hereof be resisted or refused by the employee or the Union. Modified duty shall not be used for punitive or disciplinary purposes.

ARTICLE XXVI HEART AND LUNG BENEFITS

1. In the event that any member of the bargaining unit should become temporarily incapacitated as a result of a work-related injury or illness, such individual shall continue to receive his full salary and all benefits provided by this Agreement for the duration of that incapacitation.

2. In the event of an occurrence such as is described in Section 1 above, the City shall pay all reasonable medical and other expenses arising from or relating to such injury.

3. Rules applicable for Selecting For Arbitrators and the Arbitration Panel for Heart and Lung matter shall be as follows:

(A) Claims filed for benefits provided under the Heart and Lung Act shall only be heard and decided by an Arbitrator who is a member of a panel of Arbitrators established pursuant to this Agreement and who is assigned cases in the manner indicated below.

(B) Selection of the Arbitration Panel.

(i) The City and the Union shall each submit the names of ten (10) Arbitrators who are members of the National Academy of Arbitrators.

(ii) The first two (2) names that appear on both lists shall comprise the panel of Arbitrators.

(iii) If less than two (2) names appear on both lists, all names that appear on both lists shall be on the Arbitration Panel and the remaining names shall be combined into one list.

(iv) From the combined list of names, each party will alternatively strike one name, with the City striking first, until a total of three (3) Arbitrators have been selected overall.

(v) The three (3) selected Arbitrators shall comprise the Arbitration Panel for the determination of all matters relating to heart and lung benefits.

(vi) Unless otherwise agreed by the parties, the Arbitrator shall be assigned cases in rotation. If an Arbitrator cannot hear and resolve the case

within the time provided herein, that Arbitrator shall drop back in selection and shall be assigned the next available case. Unless otherwise agreed by the parties, an Arbitrator who is unable to hear and resolve a case arising under this Agreement on two consecutive assignments shall be deleted from this Arbitration Panel and replaced pursuant to the procedures set forth below.

(C) Term of the Arbitration Panel.

(i) The Arbitration Panel selected in accordance with the October 2, 2000 Memorandum of Understanding Providing for Proceedings Before the City of Scranton Heart and Lung Act Labor Arbitration Panel Agreement ("10/2/00 MOU") shall be permanent. However, in the event either party wishes to remove an Arbitrator or Arbitrator(s) from the Arbitration Panel, they must do so by written notice to the other side by July 1 of such year. Unless mutually agreed to by the parties, neither party may request the removal of more than two (2) members of the Arbitration Panel at any one time.

In the event that either or both parties request that the names of one (1) or more Arbitrators be removed from the Arbitration Panel, the parties shall submit a request for a list of Arbitrators from the American Arbitration Association. The number of Arbitrators requested shall be four (4) times the number of positions which need to be filled. The parties, with the City striking first, will take turns striking Arbitrators from the list until only the number of positions needed to be filled remain. The new Arbitrators are to be selected by the parties prior to November 30 of the year in which the request is made.

The Arbitrator or Arbitrator(s) being removed from the Arbitration Panel shall not be removed until December 31 of the year in which the request is made.

(D) Authority of the Arbitrators.

(i) The Arbitrator shall have the authority to decide and resolve all issues arising between and among the parties hereto and the employees represented by the labor organizations regarding the meaning, interpretation and application of the Heart and Lung Act to said employees and by the City.

(ii) The Arbitrator is not bound by, but should be guided by judicial opinions interpreting the Heart and Lung Act.

(iii) Arbitrators are not bound by, but should also be guided by, prior decisions of the Arbitration Panel.

(iv) The Arbitrator shall have the authority to grant, deny or modify a claim, to compel the production of documents, to compel the submission to medical examination, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition. The Arbitrator shall also have the authority to issue an award of attorney's fees upon the finding of bad faith as provided in the parties' Collective Bargaining Agreements.

4. An employee will not accrue any paid leave while out on Workers' Compensation, provided he or she is not also receiving benefits pursuant to the Heart and Lung Act. This includes sick time, vacation time, and holiday time.

5. An employee who is transferred from Heart and Lung to Workers' Compensation shall not accrue paid leave to increase their severance buyout. Any member on Workers' Compensation shall not be permitted to use their time on Workers' Compensation to increase their pension benefit or use such time to calculate their eligibility for retiree healthcare benefits.

An employee who has a work-related accident or incurs a work-related injury will, as required by the City's Policy, report it immediately and submit to an immediate mandatory drug and alcohol test which will be scheduled by the Fire Chief, Human Resources or their designee.

6. In any Heart and Lung Act arbitration brought pursuant to the parties' grievance procedure, the rules of evidence shall be applied to the same extent and in the same manner as they are at a non-Heart and Lung Act labor arbitration. By way of example: medical evidence may be presented by way of written documentation, regardless of whether said documentation may be technically considered hearsay under the federal Rules of Evidence.

ARTICLE XXVII EMERGENCY MEDICAL SERVICES

The City intends to implement a Fire Department-based Quick Response System (QRS) which it has been developing, to assist with responding to EMS calls. Upon approval for a QRS System, the City will notify the Union and offer to meet with it to discuss – not bargain over - the details of the program.

ARTICLE XXVIII PRE-EMPLOYMENT EXAMINATIONS

Any member of the bargaining unit first employed subsequent to the ratification of the January 30, 2015 Memorandum of Understanding, prior to initial employment, the applicant shall submit to, and successfully complete, a physical examination, psychological examination and drug test that shall be at least compliant with NFPA 1582 or its successor standard.

**ARTICLE XXIX
ANNUAL PHYSICALS AND DRUG SCREENING**

Any member of the bargaining unit first employed subsequent to the ratification of the January 30, 2015 Memorandum of Understanding shall thereafter submit to an annual "fit for duty" physical examination by a City-selected doctor that shall include a drug screen.

Any member employed by the City prior to the ratification of the January 30, 2015 Memorandum of Understanding have the right to voluntarily submit to the same annual "fit for duty" physical examination program for members that are first employed subsequent to the ratification of this Agreement as mentioned above.

**ARTICLE XXX
HEALTH AND WELLNESS PROGRAM**

The parties shall continue to meet and discuss the health and wellness program for all members of the bargaining unit. The program shall under no circumstances be utilized for any form of discipline.

**ARTICLE XXXI
DRUG AND ALCOHOL TESTING**

The parties shall follow the Drug and Alcohol Testing Policy attached to this Agreement as Attachment "C".

**ARTICLE XXXII
MILITARY SERVICE**

Members who were activated in the National Guard and Reserve and are required to attend weekend training shall do so without utilizing military days, personal days or switching days off. If the Bargaining Unit Member is scheduled off on those days, no additional days shall be forthcoming.

If a Bargaining Unit Member is activated, service members will receive a \$500 per month stipend. The City will continue to provide medical coverage and pension payments. The service

member will not be required to use any accrued time prior to receiving said stipend, but may opt to use some or all accrued time commencing with activation, with any remaining time carried over to the following year. Any accrued time not used will be used prior to the service member returning to work following activation.

ARTICLE XXXIII APPARATUS ACQUISITION COMMITTEE

The City shall form a committee for the purpose of reviewing and providing advice regarding the specifications of all potential purchases of firefighting apparatus. The Committee shall consist of six members from the bargaining unit in addition to the Fire Chief and any designees he/she selects which are in addition to the aforementioned. Members shall consist of the Master Mechanic, Deputy Chief, a Fire Officer assigned to the apparatus slated for replacement, a Chauffeur assigned to the apparatus slated for replacement, a Private assigned to the apparatus slated for replacement, and one union official appointed by the president. The City shall have the final decision on all matters related to the purchase of the apparatus.

ARTICLE XXXIV PERFORMANCE EVALUATIONS

During the term of this Agreement, the City will implement a Fire Department Performance Evaluation Program, to be performed annually by the Department's officers for those members under their charge. The Performance Evaluations will include evaluation of employees on the various aspects of their work and, where applicable, a work improvement plan.

ARTICLE XXXV TIME TRADES

All time trades will be tracked by the Fire Chief's Office. Time trades must be approved in advance by the Assistant Chief or his/her designee on the shift on which the applicable time is to be worked. Any time trade must be repaid within eighteen (18) calendar months of when the

trade occurred or the end of the succeeding year, whichever is greater. [Note: Any current time trades must be zeroed out by December 31, 2024.] Any deviation from that must be approved in writing by the Fire Chief or his/her designee. Everyone involved in this process shall timely and fully report all relevant information to the Assistant Chief or designee involved, and that Assistant Chief or designee to the Fire Chief. Failure to repay owed time within one year, will result in the repayment of time at the next working shift of the member owed.

ARTICLE XXXVI FIRE AND RESCUE UNIT

I. BASIC STRUCTURE OF THE FIRE AND RESCUE UNIT

1. The purpose of the Fire and Rescue Unit ("Unit") is to respond to all fire alarms in order to provide emergency rescue service at the fire scene, to respond to all motor vehicle accidents with injuries or fluids leaking, to respond to other serious emergency rescue circumstances that may require utilization of the special equipment carried thereon and to such other similar emergency assignments as may be determined by the parties in writing.

2. The Fire and Rescue Unit shall be known as "Rescue No. 1" and shall be based at the current site of existing Engine No. 6.

3. The Fire and Rescue Unit shall not be utilized for any other purpose except for those provided for herein and for such other purposes as may hereafter be mutually determined by the parties in writing.

4. To the extent possible under current law, the City shall charge for the services provided by the Unit. The City shall provide the Union with a quarterly summary of charges thus made and gross income received pursuant thereto. The Unit's officer in charge on the appropriate shift will be required to complete all incident reports or other documentation that may be required for the City to successfully submit appropriate billing for reimbursement.

5. In light of the unique function and purpose of the Fire and Rescue Unit, the Unit shall be made available for further services elsewhere immediately upon a determination being made that its unique purpose and function is not required at a particular fire or emergency scene.

II. MANNING OF THE FIRE AND RESCUE UNIT

1. The Unit shall be manned on all shifts by four (4) bargaining unit members that shall be in total comprised of one (1) Captain, two (2) Lieutenants, three (3) Chauffeurs and six (6) Privates.

2. At no time shall the Unit actually operate with less than three (3) bargaining unit employees.

III. QUALIFICATIONS AND TRAINING OF BARGAINING UNIT MEMBERS WITHIN THE FIRE AND RESCUE UNIT

1. Each bargaining unit member who is regularly assigned to the Unit in accordance with the procedures hereinafter described shall be required to ultimately possess, and to continue to possess, the following qualifications:

- A. An EMT Certification;
- B. Rope I, II and Basic Ropes and Rigging or NFPA 1006 Rope Technician or equivalent;
- C. Pennsylvania Department of Health Basic Vehicle Rescue Awareness, Operations, and Technician;
- D. Confined Space Rescue or NFPA 1006 Confined Space Rescue Technician and annual refreshers to be compliant with OSHA; and
- E. Hazardous Materials Operations (minimum) and annual refreshers.

2. Each bargaining unit member who is regularly assigned to the Unit shall, subsequent to assignment, be required to successfully complete four (4) hours per week of in-

house training by Scranton Fire Department Training Officer or the Company Officer during the course of each such employee's normal work day.

3. Any additional training required of bargaining unit members is required for continuous assignment to the Unit and that is to be offered, in whole or in part, outside of the normal work shift and shall be compensated in accordance with the terms of the existing Collective Bargaining Agreement.

4. All reasonable expenses (including travel) incurred by bargaining unit members in securing training required of employees within the Unit and authorized by the Fire Department shall be fully and promptly reimbursed to them by the City.

5. No employee shall incur an involuntary cancellation of any scheduled leave time in order to participate in training within the Unit.

6. All training provided to employees who are assigned to the Unit shall be provided by state-certified instructors in as safe an environment as is practicable under the circumstances.

IV. SELECTION OF BARGAINING UNIT EMPLOYEES FOR ASSIGNMENT TO THE FIRE AND RESCUE

1. Except as otherwise specifically provided in this Agreement, bargaining unit employees shall be selected for assignment to the Fire and Rescue Unit by seniority through the utilization of the posting and bidding process that is currently provided in the collective bargaining agreement.

2. The bidding process shall be accomplished in accordance with the existing procedures.

V. QUALIFICATION UPON ASSIGNMENT AND REMOVAL/RETURN

1. Subsequent to the successful bid for assignment to the Fire and Rescue Unit, each bargaining unit member shall be afforded a reasonable opportunity of not less than one hundred

eighty (180) days (or longer if the courses require or are not reasonably available) to successfully complete a course of study and other requirements for the certifications otherwise described in this Agreement. Each bargaining unit member shall be afforded a reasonable opportunity to study for, prepare and practice for the examinations during the course of the regularly scheduled work day. No bargaining unit member shall be expected to expend personal time in order to complete the qualifications necessary for participation in the Fire and Rescue Unit. Bargaining unit members who successfully bid for the Fire and Rescue Unit shall similarly be required to complete the training opportunities that are made reasonably available to them in a prompt manner and shall cooperate in the scheduling of that training consistent with the terms of this Agreement.

2. After successfully completing the certification requirements described in this Agreement, the bargaining unit member who has been assigned to the Fire and Rescue Unit shall have the unrestricted right to return to the regular fire service upon the occurrence of any one of the following circumstances:

- (A) Does not meet minimum training standard as set forth in Section III within 24 months of being assigned to Rescue.
- (B) The completion of a minimum of twenty-four (24) months of service in the Fire and Rescue Unit.
- (C) If a bargaining unit member has successfully bid on to the Fire and Rescue Unit at one rank and is subsequently promoted to a higher rank in accordance with the rules and regulations of the Scranton Civil Service Commission.

Upon the occurrence of any one of the above, the affected bargaining unit member shall be placed unassigned on a shift until a bid position becomes available for his/her rank and seniority.

VI. COVERAGE FOR HOLIDAYS, VACATION AND OTHER LEAVE

1. Bargaining unit members who are regularly assigned to the Fire and Rescue Unit shall select vacation and holidays (including personal leave) on a department-wide basis in accordance with their seniority and existing practice.

2. Coverage for absent Fire and Rescue Unit employees who are on regularly-scheduled vacation, personal leave or protracted work-related and non-work related illness or injury shall be secured in accordance with existing practice through the bargaining unit.

ARTICLE XXXVII TERMINATION, CHANGE OR AMENDMENT

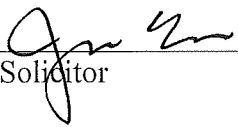
1. The Term of this Agreement shall be a period of five (5) years, commencing January 1, 2022 and terminating December 31, 2026. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by Certified/Registered Mail in accordance with the terms and conditions of Act No. 111 of 1968.

2. The parties hereto mutually agree that the execution hereof is without prejudice to their respective rights under Act 111.

3. (A) If any new Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

(B) In the event that any Article or Section is held invalid or enforcement of or compliance with any such Article or Section has been restrained, as set forth above in subparagraph (a), the parties shall enter into immediate collective bargaining.

APPROVED AS TO FORM:



City Solicitor

Date: 9/27/24

CITY OF SCRANTON



Mayor

Date: 9/24/2024

LOCAL UNION NO. 60 OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

by:



President

Date: 9/24/2024

City of Scranton PPO

Fire Active/COBRA- 10207401, 10207402

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2024	
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$1,000	\$2,000
Family(aggregate)	\$2,000	\$4,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$2,000
Family(aggregate)	None	\$4,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,850	not applicable
Family	\$13,700	not applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$30 copay	80% after deductible
Virtual Visit Originating Site Fee	100% (deductible does not apply)	80% after deductible
	100% after \$35 copay	80% after deductible
Urgent Care Center Visits	Copayment, if any, does not apply to Urgent Care Center Visits prescribed for the treatment of Mental Health or Substance Abuse	
Telemedicine Services (3)	100% (deductible does not apply)	not covered
Preventive Care (4)		
Routine Adult	100% (deductible does not apply)	80% after deductible
Physical Exams		
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Medically Necessary	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
	100% (deductible does not apply)	80% after deductible
Nutritional Counseling	Limit: 6 visits per benefit period	
Routine Pediatric	100% (deductible does not apply)	80% after deductible
Physical Exams		
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services(5)	100% after \$150 copay (waived if admitted)	
Ambulance – Emergency (6)	100% (deductible does not apply)	
Ambulance- Non-emergency (6)	100% (deductible does not apply)	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)(5)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible

ATTACHMENT A

Benefit	In Network	Out of Network
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 36 visits/benefit period - Limit does not apply when Therapy Services are prescribed for the treatment of Mental Health or Substance Abuse	
Respiratory Therapy	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 36 visits/benefit period	
Speech Therapy	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 36 visits/benefit period - Limit does not apply when Therapy Services are prescribed for the treatment of Mental Health or Substance Abuse	
Occupational Therapy	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 36 visits/benefit period - Limit does not apply when Therapy Services are prescribed for the treatment of Mental Health or Substance Abuse	
Spinal Manipulations	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 18 visits/benefit period	
Cardiac Rehabilitation Therapy	100% after \$20 copayment (deductible does not apply)	80% after deductible
	limit: 36 visits/benefit period	
Infusion Therapy	100% after deductible	80% after deductible
Chemotherapy	100% after deductible	80% after deductible
Radiation Therapy	100% after deductible	80% after deductible
Dialysis	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$20 copayment (deductible does not apply)	80% after deductible
Outpatient Substance Abuse Services	100% after \$20 copayment (deductible does not apply)	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after \$30 copayment (deductible does not apply)	80% after deductible
Autism Spectrum Disorder Including Applied Behavior Analysis (7)	100% (deductible does not apply)	80% after deductible
Assisted Fertilization Procedures (Limited to Artificial Insemination - 6 attempts per lifetime)	100% after deductible	80% after deductible
Dental Services Related to Accidental Injury	100% (deductible does not apply)	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after \$30 copayment (deductible does not apply)	80% after deductible
	Copayments, if any, do not apply to Diagnostic Services prescribed for the treatment of Mental Health or Substance Abuse	
Durable Medical Equipment, Orthotics, and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% (deductible does not apply)	80% after deductible
	limit: 280 visits/benefit period	
Hospice	100% (deductible does not apply)	80% after deductible
	limit: 180 days/ lifetime maximum of 30 days can be used for continuous or inpatient care 10 days/ lifetime can be used for respite care	
Infertility Counseling, Testing and Treatment (8)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	limit: 560 hours/benefit period	

ATTACHMENT A

Benefit	In Network	Out of Network
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	limit: 60 days/benefit period	
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements (9)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays and any qualified medical expense. Prescription drug expenses are subject to a separate prescription drug TMOOP.
- (3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7), must be performed by a Highmark approved telemedicine vendor. Additional services provided by an approved telemedicine vendor are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP Office Visit benefit, Behavioral Health is eligible under the Outpatient Mental Health Services benefit).
- (4) Services are limited to those listed on the Highmark Preventive Schedule with enhancements (Women's Health Preventive Schedule may apply).
- (5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.
- (6) Air Ambulance services rendered by out-of-network providers will be covered at the highest network level of benefits.
- (7) After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
- (8) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (9) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.

Health benefits or health benefit administration may be provided by or through Highmark Blue Cross Blue Shield, First Priority Health or First Priority Life, all of which are independent licensees of the Blue Cross Blue Shield Association.

ATTACHMENT A

Discrimination Is Against the Law

The claims administrator complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The claims administrator does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The claims administrator:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the claims administrator has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Please note that your employer – and not the claims administrator – is entirely responsible for determining member eligibility and for the design of your plan/program; including, any exclusion or limitation described in the benefit Booklet.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。
请拨打您的身份证背面的号码 (TTY: 711)。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY: 711).

Geb Acht: Wann du Deutsch schwetzschst, kannst du den Dolmetscher grieve, un iss die Hilf Koschdefrei. Kannst du die Nummer an deinre ID Kard dahinner uffrufe (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المعاونة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

ધ્યાન આપશો: જો તમે ગુજરાતી ભાષા બોલતા હો, તો ભાષા સહાયતા સેવાઓ, મફતમાં તમને ઉપલબ્ધ છે. તમારા ઓળખપત્રના પાછળના ભાગે આપેલા નંબર પર ફોન કરો (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

બુધ્ધિપ્રેરણા: જો તમે ગુજરાતી ભાષા બોલતા હો, તો ભાષા સહાયતા સેવાઓ, મફતમાં તમને ઉપલબ્ધ છે. તમારા ઓળખપત્રના પાછળના ભાગે આપેલા નંબર પર ફોન કરો (TTY: 711)।

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyon tulon sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

BAA ÁKONÍNÍZIN: Diné k'ehgo yánílti'go, language assistance services, éí t'áá nílk'eh, bee nílká a'doowol, éí bee ná'ahóót'i'. ID bee nééhózingo nanitíngíí bine'déé' (TTY: 711) jì' hodílnih.

ध्यान दें: यदि आप हिन्दी बोलते हैं, तो आपके लिए निःशुल्क भाषा सहायता सेवा उपलब्ध है। आपके सदस्य पहचान (ID) कार्ड के पीछे दिए गए नंबर पर फोन करें। (TTY: 711).

توجه فرمائیں: اگر آپ اردو بولتے ہیں، زبان معاونت سروس، مفت میں آپ کے لیے دستیاب ہے۔ اپنے شناختی کارڈ کی پشت پر درج شدہ نمبر پر کال کریں (TTY: 711)۔

గమనిక: మీరు తెలుగు మాట్లాడతే, లాగివేజ్ అసనబినన్ సరవీసన్, ఛారీజ్ లేకుండా, మీకు అందుబాటులో ఉన్నాయి. మీ మెంబర్ ఐడెంటిఫికేషన్ కార్డు (ఐడి) వెనుక ఉన్న నంబరుకు కాల్ చేయండి (TTY: 711).

โปรดทราบ: หากพูดไทย, มีบริการช่วยเหลือด้านภาษาให้คุณโดยไม่มีค่าใช้จ่าย โทรไปแจ้งหมายเลขที่อยู่ด้านหลังบัตรประจำตัวประชาชนของคุณ (TTY: 711)

ध्यान दनुहोस्: यदि तपाईं नेपाली भाषा बोलनुहुन्छ भने, तपाईंका लागि भाषा सहायता सेवाहरू निःशुल्क उपलब्ध हुन्छन्। तपाईंको आइडी कार्डको पछाडि भागमा रहेको नम्बर (TTY: 711) मा फोन गर्नुहोस्।

Aandacht: Indien u Nederlands spreekt, is de taaladviesdienst gratis beschikbaar voor u. Bel het nummer op de achterkant van uw identificatie (ID) kaart (TTY: 711).



Keep smiling

Delta Dental PPO™



Stay in network to save
Visit a dentist in the PPO¹ network to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.

If you can't find a PPO dentist, consider a Delta Dental Premier® dentist. These dentists have agreed to set fees and offer another opportunity to save.

Set up an online account
Get information about your plan, check benefits and eligibility information, find a network dentist and more. Sign up for an online account at deltadentalins.com.

Check in without an ID card
You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your plan, they'll need to

provide your information. Prefer to have an ID card? Simply log in to your account to view or print your card.

Coordinate dual coverage
If you're covered under two plans, ask your dental office to include information about both plans with your claim — we'll handle the rest.

Understand transition of care
Generally, multi-stage procedures are covered under your current plan only if treatment began after your plan's effective date of coverage.⁴ Log in to your online account to find this date.

Get LASIK and hearing aid discounts
With access to QualSight and Amplifon Hearing Health Care⁵, you can receive significant savings on LASIK procedures and hearing aids. To take advantage of these discounts, call QualSight at **855-248-2020** and Amplifon at **888-779-1429**.

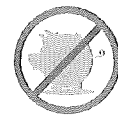
Save with a PPO dentist



PPO



PREMIER



NON-DELTA DENTAL

¹ In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

⁴ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

⁵ Vision corrective services and Amplifon's hearing health care services are not insured benefits. Delta Dental makes the vision corrective services program and hearing health care services program available to you to provide access to the preferred pricing for LASIK surgery and for hearing aids and other hearing health services.

West Virginia: Learn about our commitment to providing access to a quality dentist network at deltadentalins.com/about/legal/index-enrollee.html.

ATTACHMENT A

Plan Benefit Highlights for: City of Scranton
(\$2500/\$7500 Max Plan - Pre 9/14/2022)

Group No: 04538

Effective Date: 1/1/2023

Eligibility	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).			
Deductibles	None			
Maximums	\$2,500 per person / \$7,500 per family each calendar year			
D & P counts toward maximum?	Yes			
Waiting Period(s)	Basic Services	Major Services	Prosthodontics	Orthodontics
	None	None	None	None

Benefits and Covered Services*	Delta Dental PPO dentists**	Delta Dental Premier dentists**	Non-Delta Dental dentists**
Diagnostic & Preventive Services Exams, cleanings, x-rays and sealants	100 %	100 %	100 %
Basic Services Fillings and denture repairs/reline/rebase	100 %	100 %	100 %
Endodontics (root canals) Covered Under Basic Services	100 %	100 %	100 %
Periodontics (gum treatment) Covered Under Basic Services	100 %	100 %	100 %
Oral Surgery Covered Under Basic Services	100 %	100 %	100 %
Major Services Crowns, inlays, onlays and cast restorations	100 %	100 %	100 %
Prosthodontics Bridges and dentures	100 %	100 %	100 %
Orthodontic Benefits Dependent children to age 19	100 %	100 %	100 %
Orthodontic Maximums	\$1,500 Lifetime	\$1,500 Lifetime	\$1,500 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania
One Delta Drive
Mechanicsburg, PA 17055

Customer Service
800-932-0783

Claims Address
P.O. Box 2105
Mechanicsburg, PA 17055-6999

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT_PPO_3COL_DDP (Rev. 2/28/2023)

DELTA DENTAL PPOSM

BENEFIT HIGHLIGHTS



Keep smiling

Delta Dental PPO™



Stay in network to save
Visit a dentist in the PPO¹ network to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.

If you can't find a PPO dentist, consider a Delta Dental Premier® dentist. These dentists have agreed to set fees and offer another opportunity to save.

Set up an online account
Get information about your plan, check benefits and eligibility information, find a network dentist and more. Sign up for an online account at deltadentalins.com.

Check in without an ID card
You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your plan, they'll need to

provide your information. Prefer to have an ID card? Simply log in to your account to view or print your card.

Coordinate dual coverage
If you're covered under two plans, ask your dental office to include information about both plans with your claim — we'll handle the rest.

Understand transition of care
Generally, multi-stage procedures are covered under your current plan only if treatment began after your plan's effective date of coverage.⁴ Log in to your online account to find this date.

Get LASIK and hearing aid discounts
With access to QualSight and Amplifon Hearing Health Care⁵, you can receive significant savings on LASIK procedures and hearing aids. To take advantage of these discounts, call QualSight at **855-248-2020** and Amplifon at **888-779-1429**.

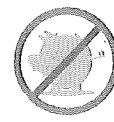
Save with a PPO dentist



PPO



PREMIER



NON-DELTA DENTAL

¹ In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

⁴ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

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West Virginia: Learn about our commitment to providing access to a quality dentist network at deltadentalins.com/about/legal/index-enrollee.html.

ATTACHMENT A

Plan Benefit Highlights for: City of Scranton
(\$2000/\$6000 Max Plan – Post 9/14/2022)

Group No: 04538

Effective Date: 1/1/2023

Eligibility	For eligibility details, refer to the plan's Evidence/Certificate of Coverage (on file with your benefits administrator, plan sponsor or employer).			
Deductibles	None			
Maximums D & P counts toward maximum?	\$2,000 per person / \$6,000 per family each calendar year Yes			
Waiting Period(s)	Basic Services None	Major Services None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Delta Dental Premier dentists**	Non-Delta Dental dentists**
Diagnostic & Preventive Services Exams, cleanings, x-rays and sealants	100 %	100 %	100 %
Basic Services Fillings and denture repairs/reline/rebase	100 %	100 %	100 %
Endodontics (root canals) Covered Under Basic Services	100 %	100 %	100 %
Periodontics (gum treatment) Covered Under Basic Services	100 %	100 %	100 %
Oral Surgery Covered Under Basic Services	100 %	100 %	100 %
Major Services Crowns, inlays, onlays and cast restorations	100 %	100 %	100 %
Prosthodontics Bridges and dentures	100 %	100 %	100 %
Orthodontic Benefits Dependent children to age 19	100 %	100 %	100 %
Orthodontic Maximums	\$1,500 Lifetime	\$1,500 Lifetime	\$1,500 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania
One Delta Drive
Mechanicsburg, PA 17055

Customer Service
800-932-0783

Claims Address
P.O. Box 2105
Mechanicsburg, PA 17055-6999

deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT_PPO_3COL_DDP (Rev. 2/28/2023)

DELTA DENTAL PPOSM

BENEFIT HIGHLIGHTS

ATTACHMENT B

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Aide

Position:	Scranton Fire Department Fire Department Aide
Name of Company:	Scranton Fire Department
Address of Position:	340 North Washington Avenue Scranton, PA
Hours:	8-hour minimum to a maximum of 24 hours (if the latter, on a regular platoon schedule)
Telephone Number:	(570) 348-4132
Person to Contact:	Chief John Judge
Exertion Level:	Light Work (Modified Duty- Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position. The firefighters will follow the chain of command and report to the Assistant Chief, or his designee.

- The City of Scranton retains the right to assign modified duty as warranted.

The following are job duties and responsibilities of the Scranton Fire Department Aide:

- At the fire headquarters, the aide will provide assistance to the Assistant Chief or the Company Officer, as it relates to administrative duties such as answering the telephone, directing phone calls, taking and relaying messages, completing reports regarding emergency situations, utilizing a computer to complete paperwork, and filing.
- At the fire headquarters, the aide may be required to provide assistance to the Assistant Chief or the Company Officer, as it relates to administrative duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer with incident reporting systems to complete paperwork, make notation on shift schedules and complete filing. The aide may be required to provide administrative assistance to other personnel within the headquarters. Tasks in which the aide may be required to provide assistance may include housekeeping duties such as cleaning tools, vacuuming floors, mopping and sweeping floors, cleaning bathrooms, assisting with apparatus readiness, and inventorying supplies after returning from an emergency. Supplies which will be inventoried include housekeeping supplies, hand tools, hoses, and fire equipment. These job duties are completed on each shift and as directed by the Fire Chief, his designee, or the Company Officer.
- When performing modified duty, all employees will be required to attend mandatory updates, instructional training or other departmental programs in a classroom setting or individually, provided that his/her attendance does not contravene or is not inconsistent with his/her established medical limitations.

PHYSICAL DEMANDS OF JOB:

A. In an 8 hour up to 24-hour day, the worker spends time in the following activity:

TOTAL AT ONE TIME: It is noted: (Activity can be modified depending on physical capabilities. Activities will also vary depending if responding to an emergency situation)

1. SIT – 1 - 2 hours (may change positions as needed)
2. STAND – 2 hours (may change positions or will be provided with a break)
3. WALK – 2 hours (may change positions or will be provided with a break)
4. DRIVE – 10 – 15 minutes (when completing errands)

TOTAL DURING AN 8 HOUR UP TO 24-HOUR DAY:

*It is noted: (Activity can be modified depending on physical capabilities and will vary depending if responding to an emergency situation)

1. SIT - 2 hours (may change positions as needed)
2. STAND - 4 – 6 hours (may change positions or will be provided with a break)
3. WALK - 4 – 6 hours (may change positions or will be provided with a break)
4. DRIVE - 1 hour (when completing errands)

* Or additional hours as assigned within and 8 hour up to 24-hour work day.

B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be approximately up to 20 pounds and would include, personal protective equipment to include a helmet, a coat, pants, shoes, gloves and a breathing apparatus.

Other items would include cleaning supplies, fire equipment, house supplies, hand tools, a two way radio, and a clipboard.

Task being performed: Performing job duties, providing help to the Assistant Chief with clerical duties, and performing other activities within the headquarters.

Page 3:
Scranton Fire Department Aide:

- C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: up to 20 pounds and would include the personal protective equipment.

Task being performed: While handling protective equipment and cleaning supplies.

- D. During the course of performing the job, which of the following is required:
Rate the Frequency in an 8 hour up to 24-hour work day.

NP - Not Present

R – Rarely less than 1/3 of the time

O - Occasionally up to 1/3 of the time

F - Frequent up to 2/3 of time

C - Continuous more than 2/3 of time

- | | |
|-------------------------------|------------------------------|
| 1. Simple Grasping – Right: | F (may use either hand) |
| 2. Simple Grasping – Left: | F (may use either hand) |
| 3. Push/Pull – Right: | R (a door, housework duties) |
| 4. Push/Pull – Left: | R (a door, housework duties) |
| 5. Fine Manipulation – Right: | O – F (may use either hand) |
| 6. Fine Manipulation – Left: | O – F (may use either hand) |

- E. During the course of performing the job, which of the following is required; how often, and how long per day:

- | | |
|---------------------------|--|
| 1. Bend (at waist): | R – O |
| 2. Squat (at knees): | R – O |
| 3. Climb (ladder/stairs): | O (one flight within the headquarters) |
| 4. Reach over Shoulder: | N/A |
| 5. Kneel: | R |
| 6. Crawl: | N/A |
| 7. Foot Controls: | R – O (when operating a company vehicle) |

- When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.
- Job duties may be accomplished at an individual's own pace, as comfort level dictates.

Page 4:
Scranton Fire Department Aide:

Employer Signature: _____ Date: _____
Fire Chief John Judge

Employer Signature: _____ Date: _____
Jack Judge
City of Scranton Workers Compensation Coordinator

Signature: _____ Date: _____
Carmine Abraham, MS, CRC, LPC
Vocational Expert Case Manager, PA Advocates Inc.

Signature: _____ Date: _____
Sean C. Hanahue, MA, CDMS, CRC, BCPC, LPC, ABVE/D
Board Certified Vocational Expert, PA Advocates Inc.

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Fire Station/Aide

Position:	Inspector's Office/Aide
Name of Company:	Scranton Fire Department
Address of Position:	340 North Washington Avenue Scranton, PA
Hours:	8-hour minimum to a maximum of 24 hours (if the latter, on a regular platoon schedule)
Telephone Number:	(570) 348-4132
Person to Contact:	Chief John Judge
Exertion Level:	Light Work (Modified Duty- Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position. The firefighters will follow the chain of command and report to the Deputy Chief, or his designee.

- The City of Scranton reserves the right to assign modified duty as warranted.

The following are job duties and responsibilities of the Fire Station/Aide:

- In the fire station, the aide will provide assistance to the Deputy Chief, his designee or Company Officer, as it relates to administrative duties, such as answering the telephone, directing phone calls, taking and relaying messages, completing reports regarding emergency situations, utilizing a computer with incident reporting systems to complete paperwork, make notations on shift schedules, and complete filing. The aide may be required to provide administrative assistance to other personnel within the headquarters. Tasks in which the aide may be required to perform may include housekeeping duties such as cleaning tools, vacuuming floors, mopping and sweeping floors, cleaning bathrooms, assisting with apparatus readiness, and inventorying supplies after returning from an emergency. Supplies which will be inventoried include housekeeping supplies, hand tools, hoses, and fire equipment. These job duties are completed on each shift, as directed by the Deputy Chief or his designee, or at the direction of the Company Officer at the Fire Station.
- When performing modified duty, all employees will be required to attend mandatory updates, instructional training or other departmental programs in a classroom setting or individually, provided that his/her attendance does not contravene or is not inconsistent with his/her established medical limitations.

PHYSICAL DEMANDS OF JOB:

A. In an 8 hour up to 24-hour work day, the worker spends time in the following activity:

TOTAL AT ONE TIME: It is noted: (Activity can be modified depending on physical capabilities)

- | | |
|------------|---|
| 1. SIT - | 1 - 2 hours (may change positions as needed) |
| 2. STAND - | 2 hours (may change positions or will be provided with a break) |
| 3. WALK - | 2 hours (may change positions or will be provided with a break) |
| 4. DRIVE - | 10 - 15 minutes |

TOTAL DURING AN 8 HOUR UP TO 24-HOUR WORK DAY:

It is noted: (Activity can be modified depending on physical capabilities)

- | | |
|------------|---|
| 1. SIT - | 2 hours (may change positions as needed) |
| 2. STAND - | 4 - 6 hours (may change positions or will be provided with a break) |
| 3. WALK - | 4 - 6 hours (may change positions or will be provided with a break) |
| 4. DRIVE - | 1 hour |

* Or additional hours as assigned within and 8 to 24-hour work day.

B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be approximately up to 20 pounds and would include, personal protective equipment to include a helmet, a coat, pants, shoes, gloves, and a breathing apparatus. Other items would include cleaning supplies, fire equipment, house supplies, hand tools, a two way radio, and a clipboard.

Task being performed: Performing job duties, providing help to the Deputy Chief, his designee or the Company Officer with administrative duties, and activities within the fire station.

C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: Up to 20 pounds and would include the personal protective equipment.

Task being performed: While handling protective equipment and cleaning supplies.

Page 3:
Fire Station/Aide:

- D. During the course of performing the job, which of the following is required:
Rate the Frequency in an 8 hour up to 24-hour work day.

NP - Not Present

R – Rarely less than 1/3 of the time

O - Occasionally up to 1/3 of the time

F - Frequent up to 2/3 of time

C - Continuous more than 2/3 of time

- | | |
|-------------------------------|------------------------------|
| 1. Simple Grasping – Right: | F (may use either hand) |
| 2. Simple Grasping – Left: | F (may use either hand) |
| 3. Push/Pull – Right: | R (a door, housework duties) |
| 4. Push/Pull – Left: | R (a door, housework duties) |
| 5. Fine Manipulation – Right: | O – F (may use either hand) |
| 6. Fine Manipulation – Left: | O – F (may use either hand) |

- E. During the course of performing the job, which of the following is required; how often,
and how long per day:

- | | |
|---------------------------|--|
| 1. Bend (at waist): | R – O |
| 2. Squat (at knees): | R – O |
| 3. Climb (ladder/stairs): | O (one flight within the headquarters) |
| 4. Reach over Shoulder: | N/A |
| 5. Kneel: | R |
| 6. Crawl: | N/A |
| 7. Foot Controls: | R – O |

- When performing modified duty, all employees will be required to attend mandatory updates in a class room setting.
- Job duties may be accomplished at an individual's own pace, as comfort level dictates.

Page 4:
Fire Station/Aide:

Employer Signature: _____ Date: _____
Fire Chief John Judge

Employer Signature: _____ Date: _____
Jack Judge
City of Scranton Workers Compensation Coordinator

Signature: _____ Date: _____
Carmine Abraham, MS, CRC, LPC
Vocational Expert Case Manager, PA Advocates Inc.

Signature: _____ Date: _____
Sean C. Hanahue, MA, CDMS, CRC, BCPC, LPC, ABVE/D
Board Certified Vocational Expert, PA Advocates Inc.

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Office/Non-Suppression/Pre-Planner

Position:	Scranton Fire Department Office/Non-Suppression/Pre-Planner
Name of Company:	Scranton Fire Department
Address of Position:	340 North Washington Avenue Scranton, PA
Hours:	Monday through Friday 8 am – 4 pm (Breaks: 2 – 10 minute breaks and ½ lunch)
Telephone Number:	(570) 348-4132
Person to Contact:	Chief John Judge
Exertion Level:	Light Work (Modified Duty - Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to the individual's physical limitations. This is not a permanent position. The office/non-suppression/pre-planner shall work under the direction of the Fire Chief or his designees.

- The City of Scranton retains the right to assign modified duty as warranted.

The following are job duties and responsibilities of the Scranton Fire Department – Office/Non-Suppression/Pre-Planner:

- The employee would be working in an office environment stationed at a desk containing an ergonomic chair, a computer with incident reporting systems, a keyboard, a mouse, and a telephone. The office is stationed on the second floor of the building. A ramp and elevator are available.
- In the office, the employee may be required to perform administrative functions at the discretion of the Fire Chief or his designee. The employee may be required to schedule fire prevention and fire drill activities. While performing the job duties, the employee may be required to utilize a computer with incident reporting systems, a keyboard and a mouse in order to enter information into the computer. Proficiency in typing is not required. The employee may be required to review fire incident reports, modify reports, and enter missing information into the reports.
- The employee may be required to perform errands for the fire department such as providing a ride to a member of the office staff and performing light deliveries to other fire departments within the Scranton area. When performing the errands, a company vehicle will be utilized. Any items for delivery can be loaded and unloaded by another member of the fire department.
- The employee may be required to answer the telephone, direct phone calls, take and relay messages, and make notations on shift schedules.

JOB ANALYSIS: Scranton Fire Department – Office/Non-Suppression/Pre-Planner:
PAGE 2:

- The employee may be required to assist in providing the community with fire prevention education which would consist of speaking with groups in the community such as nursing homes, long term care facilities, and schools. The employee may be required to utilize a company automobile to travel to the facilities. The employee may be required to provide a short talk and educational materials to the groups. At times, another fire fighter may accompany the employee, and may bring the fire truck to show to school students as part of the educational process.
- The employee may be required to complete field work as it relates to the pre-planning of buildings within a 26 mile radius of the City of Scranton limits. The employee may be required to drive approximately 10 minutes to a location. The employee may be required to perform this activity alone or with another worker. The activity of pre-planning a building is completed in order to document and describe the layout of a commercial building. This documentation assists firefighters in knowing the contents and layout of a building when fighting a fire. When completing the layout of a building, information is documented on forms utilized by the firefighters. Information documented on the forms would include the location of sprinkler systems, a hatch on the roof of a building, doors, hazards, and other such information. The employee may be required to walk from room to room documenting this information, sketching, measuring, taking photos, walking through doors and walking from room to room in order to document the information. As part of this process, there may be ladders or stairs to climb. If climbing stairs or ladders cannot be performed, another employee may accompany the employee in order to assist in completion of the pre-planning and to perform this activity. The pre-planning may be completed for both the inside and the outside of a building. Once the pre-planning is completed the employee may be required to update existing pre-plans or create a new pre-plan for a commercial building. The employee may be required to scan the plans and photos into the computer and enter information into the computer.
- When performing modified duty, all employees will be required to attend mandatory updates, instructional training or other departmental programs in a classroom setting or individually, provided that his/her attendance does not contravene or is not inconsistent with his/her established medical limitations.

JOB ANALYSIS: Scranton Fire Department – Office/Non-Suppression/Pre-Planner:

PAGE 3:

PHYSICAL DEMANDS OF JOB:

A. In an 8-hour day, the worker spends time in the following activity:

TOTAL AT ONE TIME: It is noted: (Activity may be modified depending on physical capabilities. Changing positions may be performed during the work shift.)

1. SIT – 1 - 2 hours or may change positions as needed.
2. STAND – When performing office work, may stand as needed. When performing pre-planning, 1 -2 hours, however, may sit or take a break if needed.
3. WALK – When performing office work, 1 -2 hours, however, may sit or take a break if needed.
4. DRIVE – 10 – 15 minutes (when completing errands or when traveling to complete pre-plans)

TOTAL DURING AN 8-HOUR DAY: It is noted: (Activity may be modified depending on physical capabilities. Changing of positions would be allowed during the work shift.)

1. SIT - 8 hours or may change positions as needed
2. STAND - When performing office work, may stand as needed.
When performing pre-planning, 2 – 4 hours, however may sit or take a break if needed.
3. WALK - When performing office work, may walk as needed.
When performing pre-plans, 2 – 4 hours, however, may sit or take a break if needed.
4. DRIVE - 1 hour (when completing errands or when traveling to complete pre-plans)

B. The heaviest weight the employee lifts while sitting or standing in the same position is:
The weight would be less than 10 pounds and would include, pen or paper, a clipboard, paperwork, a telephone receiver, instructional materials, files, a tape measure and a camera.

Task being performed: Performing job duties, administrative work, pre-planning, and educational programs.

C. The heaviest weight the employee carries while walking from place to place is:
The object being carried is: a clipboard, paperwork, educational materials, a camera, a tape measure, and files.

Task being performed: administrative work, pre-planning, and educational programs.

JOB ANALYSIS: Scranton Fire Department – Office/Non-Suppression/Pre-Planner:
PAGE 4:

- D. During the course of performing the job, which of the following is required:
Rate the Frequency in an 8-hour day.

NP - Not Present

R – Rarely less than 1/3 of the time

O - Occasionally up to 1/3 of the time

F - Frequent up to 2/3 of time

C - Continuous more than 2/3 of time

- | | |
|-------------------------------|-----------------------------|
| 1. Simple Grasping – Right: | F (may use either hand) |
| 2. Simple Grasping – Left: | F (may use either hand) |
| 3. Push/Pull – Right: | R (a door) |
| 4. Push/Pull – Left: | R (a door) |
| 5. Fine Manipulation – Right: | O – F (may use either hand) |
| 6. Fine Manipulation – Left: | O – F (may use either hand) |

- E. During the course of performing the job, which of the following is required; how often,
and how long per day:

- | | |
|--------------------------|--|
| 1. Bend (at waist): | R – O (accommodations may be made) |
| 2. Squat (at knees): | R – O (accommodations may be made) |
| 3. Climb (ladder/stairs) | R (accommodated may be made) |
| 4. Reach over Shoulder: | N/A |
| 5. Kneel: | R (accommodated may be made) |
| 6. Crawl: | N/A |
| 7. Foot Controls: | R – O (if operating a company vehicle) |

- When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.
- Job duties may be accomplished at an individual's own pace, as comfort level dictates.

**JOB ANALYSIS: Scranton Fire Department – Office/Non-Suppression/Pre-Planner:
PAGE 5:**

Employer Signature: _____ Date: _____
Fire Chief John Judge

Employer Signature: _____ Date: _____
Jack Judge
City of Scranton Workers Compensation Coordinator

Signature: _____ Date: _____
Carmine Abraham, MS, CRC, LPC
Vocational Expert Case Manager, PA Advocates Inc.

Signature: _____ Date: _____
Sean C. Hanahue, MA, CDMS, CRC, BCPC, LPC, ABVE/D
Board Certified Vocational Expert, PA Advocates Inc.

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Office/Pre-Planner

Position:	Scranton Fire Department Office/Pre-Planner
Name of Company:	Scranton Fire Department
Address of Position:	340 North Washington Avenue Scranton, PA
Hours:	Monday thru Friday 8:00 a.m. to 4:00 p.m. (Breaks: 2 – 10 minute breaks and ½ lunch)
Telephone Number:	(570) 348-4132
Person to Contact:	Chief John Judge
Exertion Level:	Light Work (Modified Duty - Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position.

- The City of Scranton retains the right to assign modified duty as warranted.

The following are job duties and responsibilities of the Scranton Fire Department – Office/Pre-Planner:

- The job duties related to office work will be performed in an office environment. The employee would be stationed at a desk area containing an ergonomic chair, a computer, with incident reporting systems a keyboard, a mouse, and a telephone. The office is stationed on the second floor of the building. A ramp and elevator are available. The position may also be performed at the assigned fire house.
- In the office, the employee will perform administrative functions at the direction of the Fire Chief or his designee. The employee will schedule fire prevention and fire drill activities at the direction of the Fire Prevention Officer. While performing the job duties, the employee will utilize a computer with incident reporting systems, a keyboard, and a mouse in order to enter information into the computer. The data entry does not need to be performed at a fast pace. The employee would review fire incident reports, modify reports, and enter missing information into the reports.

The employee may be required to answer the telephone, direct phone calls, take and relay messages, and make notations on shift schedules.

Page 2:
Office/Pre-Planner:

- The employee would complete field work as it relates to the pre-planning of buildings within a 26 mile radius of the City of Scranton limits. The employee would be driving approximately 10-15 minutes to a location. The employee may perform this activity alone or with another worker. Pre-planning is completed in order to document and describe the layout of a commercial building. This documentation assists firefighters in knowing the contents and layout of a building when fighting a fire. When completing the layout of a building, information is documented on forms utilized by the firefighters. Information documented on the forms would include the location of sprinkler systems, if there is a hatch on the roof of a building, where doors are located, where hazards are located, and other such information. The employee would sketch, measure, take photos, walk through doors and walk from room to room in order to document this information. There is no expectation for the injured fire fighter to climb ladders. As part of this process, there may be stairs to climb if able. If this task cannot be performed, another employee will accompany the employee in order to assist in completion of the pre-planning. The pre-planning is completed for both the inside and the outside of a building. Once the pre-planning is completed the employee would return to the office in order to update existing pre-plans or create a new pre-plan for a commercial building. The employee would scan the plans and photos into the computer and enter information obtained into the computer.
- When performing modified duty, all employees will be required to attend mandatory updates, instructional training or other departmental programs in a classroom setting or individually, provided that his/her attendance does not contravene or is not inconsistent with his/her established medical limitations.
- All work will be done at the direction of the Fire Chief or his designees.

PHYSICAL DEMANDS OF JOB:

A. In an 8-hour work day, the worker spends time in the following activity:

<u>TOTAL AT ONE TIME:</u>	It is noted: (Activity can be modified depending on physical capabilities. Changing positions would be allowed during the work shift.)	
1. SIT –	1 - 2 hours or may change positions as needed.	
2. STAND –	When performing office work, may stand as needed. When performing pre-planning, 1 -2 hours, however, may sit or take a break if needed.	
3. WALK –	When performing office work, 1 -2 hours, however, may sit or take a break if needed.	
4. DRIVE –	10 – 15 minutes (when traveling to complete pre-plans)	

TOTAL DURING AN 8-HOUR WORK DAY:

It is noted: (Activity can be modified depending on physical capabilities. Changing of positions would be allowed during the work shift.)

1. SIT - 8 hours or may change positions as needed.
2. STAND - When performing office work, may stand as needed.
When performing pre-planning, 2 – 4 hours, however, may sit or take a break if needed.
3. WALK - When performing office work, may walk as needed.
When performing pre-plans, 2 – 4 hours, however, may sit or take a break if needed.
4. DRIVE - 1 hour (when traveling to complete pre-plans)

- B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be less than 10 pounds and would include, pen or paper, a clipboard, paperwork, a telephone receiver, files, a tape measure and a camera.

Task being performed: Performing job duties, office work, and pre-planning.

- C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: a clipboard, paperwork, a camera, a tape measure, and files.

Task being performed: office work and pre-planning.

- D. During the course of performing the job, which of the following is required:
Rate the Frequency in an 8-hour work day.

NP - Not Present

R – Rarely less than 1/3 of the time

O - Occasionally up to 1/3 of the time

F - Frequent up to 2/3 of time

C - Continuous more than 2/3 of time

1. Simple Grasping – Right: F (may use either hand)
2. Simple Grasping – Left: F (may use either hand)
3. Push/Pull – Right: R (a door)
4. Push/Pull – Left: R (a door)
5. Fine Manipulation – Right: O – F (may use either hand)
6. Fine Manipulation – Left: O – F (may use either hand)

Page 4:

Office/Pre-Planner:

E. During the course of performing the job, which of the following is required; how often, and how long per day:

- | | | |
|----|------------------------|-----------------------------|
| 1. | Bend (at waist): | R – O (can be accommodated) |
| 2. | Squat (at knees): | R – O (can be accommodated) |
| 3. | Climb (ladder/stairs): | R (can be accommodated) |
| 4. | Reach over Shoulder: | N/A |
| 5. | Kneel: | R (can be accommodated) |
| 6. | Crawl: | N/A |
| 7. | Foot Controls: | R – O |

- Job duties may be accomplished at an individual's own pace, as comfort level dictates.

Page 5:
Office/Pre-Planner:

Employer Signature: _____ Date: _____
Fire Chief John Judge

Employer Signature: _____ Date: _____
Jack Judge
City of Scranton Workers Compensation Coordinator

Signature: _____ Date: _____
Carmine Abraham, MS, CRC, LPC
Vocational Expert Case Manager, PA Advocates Inc.

Signature: _____ Date: _____
Sean C. Hanahue, MA, CDMS, CRC, BCPC, LPC, ABVE/D
Board Certified Vocational Expert, PA Advocates Inc.

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

ATTACHMENT C

CITY OF SCRANTON AND FIRE FIGHTERS LOCAL UNION NO. 60 DRUG AND ALCOHOL TESTING POLICY

Purpose:

The use of illegal drugs and abuse of other controlled substances, on working hours or off, is inconsistent with the law abiding behavior expected of all citizens. A condition of employment for each employee is to refrain from reporting to work or working with the presence of illegal or illicit drugs or alcohol in his or her body. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is strictly prohibited. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in conducting City business. Ultimately, they threaten the ability of the City to accomplish its responsibilities to the citizens of the City of Scranton.

In addition, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees.

Finally, the City is subject to the Drug-Free Workplace Act of 1988, this law requires the City to certify that it has instituted a program to achieve a drug-free workforce.

The City is interested in the welfare of its employees and the ability of those employees to serve the citizens of the City of Scranton and is therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs.

Policy:

Possessing, using, distributing, or being under the influence of prohibited drugs is cause for disciplinary action, up to and including termination of employment. Unauthorized use or possession of alcohol, or being under the influence of alcohol while on the job or on the City's property, may be cause for disciplinary action up to and including termination of employment. Recognizing that substance abuse is an illness, it is the City's policy to prevent and rehabilitate rather than terminate the employment of workers who are drug abusers. No employee who has not been determined to be in violation of this Policy shall be discharged for substance use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency if such treatment is needed.

Definitions:

- A. **"Under the influence"** is defined as the presence of alcohol or drugs in a person's system at a level prohibited by the City as indicated by the cut off chart listed below. Prohibited drugs include, but are not limited to marijuana, hashish, heroin,

cocaine, hallucinogens, "designer" or generic drugs, depressants, stimulants, and any other controlled substance not prescribed for current treatment by a licensed physician.

B. **Alcohol** is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized or found.

C. **Drug** means both alcohol and illicit drugs.

D. **Drug Test** means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.

E. **Employee Assistance Program** is an established program for employee assessment, counseling and possible referral to an alcohol and/or drug rehabilitation program.

F. **Illicit Drugs** includes drugs that are listed on Schedules I through V of the Pennsylvania Crimes Code Title 35, Section 780-104, Schedules of controlled substances which are not legal, drugs which are legal but not legally obtained, or drugs used in a manner or for a purpose which is not legal or prescribed. The use of prescribed drugs or over the counter drugs that may adversely affect performance or behavior must be reported by the individual to his or her supervisor upon reporting for duty. Abuse of over the counter or prescribed drugs is prohibited. The supervisor will keep this information confidential, only advising the City on a strict need to know basis. Any violation of this confidentiality shall automatically void the value of any test then in process or completed.

G. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.

H. **Prescription** means an order for a controlled substance, other drug or device for medication which is dispensed to or for an ultimate user and also includes an order for a controlled substance, other drug or device for medication which is dispensed for immediate administration to the ultimate user (e.g., an order to dispense a drug to a bed patient for immediate administration in a hospital is not a prescription order).

I. **Verified Positive Test** is certification by the MRO that the properly processed specimen tested positive for one or more of the targeted drugs, for which there was no presentation of legitimate medical explanation.

J. **Split Sampling** is the collection of a single specimen of urine that is then divided into a primary specimen and a split specimen. If an employee's test results are positive, the employee has an opportunity to have the second sample sent to a different

(pre-determined) certified laboratory for the testing of the identified drug(s).

Guidelines:

1. All employees will be fully informed of the Employer's "for cause" drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. Employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment, and intoxication. In addition, all employees shall be provided with a copy of the Employer's Drug and Alcohol Abuse Policy. No employee shall be tested for cause until this information is provided to him/her.

2. The City reserves the right to conduct searches for drugs or alcohol on the City's property. Employees are expected to cooperate in the conducting of such searches. Searches will be conducted only when there is reasonable ground to believe that the employee is in violation of this policy. Items which may be searched will include City vehicles, desks, lockers, toolboxes or other City-owned objects that might conceal alcohol or drugs. A union representative must be present while a search is being conducted.

3. Employees will be tested for alcohol or drug metabolites when a reasonable suspicion exists that the employee is under the influence of drugs and/or alcohol. The term "reasonable suspicion" shall, for the purposes of this policy and section, be defined as follows:

- A. Aberrant or unusual on-duty behavior of an individual employee which:
- Is observed on-duty by the employee's immediate supervisor or another employee, and confirmed by the observation of another managerial employee trained to recognize the symptoms of drug abuse, impairment or intoxication;
 - Is observed by other employees or persons but cannot be immediately confirmed by another managerial employee. In this case, the personnel director shall investigate the reports. The investigation will include an interview with the employee and witnesses and all observations will be documented in writing, by the observers;
 - Is the type of behavior, which is recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
 - Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of declared prescription drugs or over the counter medications, reaction to noxious fumes or smoke, etc.)
- B. A drug and/or alcohol examination shall be administered:
- a. An on-duty industrial or traffic accident if there is reasonable evidence that employee negligence was the cause.
 - b. As part of regular physical examinations.

4. Random testing will be conducted once per month. Employees to be tested will be drawn on a monthly basis and tested. At least one of the employees will also be tested for alcohol. The time and date of the drug testing will be done at the discretion of the Chief or his/her designee during working hours manpower permitting. The testing notices will be held by the Chief or his/her designee until the testing date. The Chief or his/her designee will notify the deputy on that date of the name of the employee to be tested. The pool of employees to be tested shall include all employees from the Bureau of Fire.

5. Employees who are off work on long term sick or injured status shall temporarily be removed from the pool. Otherwise, an employee shall not be permitted to utilize any leave once advised that a random or scheduled drug test will be administered.

6. Positive BAT (Breath Alcohol Test) may be verified by a blood alcohol test at the request of the employee at the employee's expense. If the test is negative the employee will be reimbursed for his/her costs.

7. No for cause or reasonable suspicion drug testing may be conducted without written approval of the personnel manager or designee. The personnel manager must document in writing who is to be tested and why the test was ordered, i.e. random or reasonable suspicion, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all of this information. One copy of this document shall be given to the employee before he/she is required to be tested and one copy shall be provided to the union immediately. After being given a copy of the document, the affected employee shall be allowed enough time to be able to read and understand the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be levied against the employee.

8. Once "reasonable suspicion" has been established, then by written order signed by the personnel manager, the employee may be ordered to submit to alcohol and drug testing in accordance with the procedure set forth below.

9. Refusal to submit to testing after being ordered to do so or failing to immediately and fully cooperate in, the testing process shall be considered to be a positive drug or alcohol test result and shall result in the same disciplinary action as a positive test result.

Testing Procedures:

The following procedures shall apply to breath, blood, hair and urine tests administered to employees:

1. The City may request breath, urine, hair and blood samples. Breath, urine, hair and blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office, or medical facility certified by the National Institute for Drug Abuse. The employee shall be transported by the City at the City's expense. A union representative or the designee shall be permitted to accompany the specimen from the site where it is collected to the laboratory. An on duty union representative or their designee shall be permitted to accompany the employee,

manpower permitting, to observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from an employee. The employee shall not be observed when the urine specimen is given; however, appropriate procedures shall be enforced to ensure the validity of the procedure. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee and the union representative.

2. DRUG TESTING CUT-OFF LEVELS

A. These listings represent the screening and confirmatory test cut-off levels of the City.

B. The City may change the test cut-off levels, and add or delete drugs to be screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The City will provide notification of any change in test cut-off levels.

Cut-off levels (nmg)	Emis screen	GC/MS screen
THC/Marijuana Metabolites	20 NG/ML	15 NG/ML
Cocaine/Metabolites	150 NG/ML	100 NG/ML
Opiates/Metabolites	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamine/Methamphetamine	500 NG/ML	250 NG/ML
Barbiturate	300 NG/ML	300 NG/ML
Benzodiazepine/Metabolites	300 NG/ML	300 NG/ML
Methaqualone	300 NG/ML	300 NG/ML
Methadone	300 NG/ML	300 NG/ML
d-Propoxyphene	300 NG/ML	300 NG/ML
MDMA	500 NG/ML	250 NG/ML

Cut-off levels (hair)	Screening	GC/MS	Reconfirmation Test
Cocaine	5ng/10mg	5ng/10mg	Limit of Detection
Opiates	3ng/10mg	3ng/10mg	Limit of Detection
PCP	3ng/10mg	3ng/10mg	Limit of Detection
Amphetamine	5ng/10mg	5ng/10mg	Limit of Detection
Marijuana	0.01ng/10mg	0.003ng/10mg	Limit of Detection

All reconfirmation tests for hair and urine will be a limit of detection test. Limit of detection is detection as defined as the lowest concentration at which the laboratory can identify a substance.

C. Since the controlled substances listed above were not meant to be all inclusive of the drugs subject to abuse, the City reserves the right (e.g., in reasonable suspicion/cause) to perform analysis for additional controlled substances (e.g., steroids). Appropriate forensic analytical techniques, (e.g., gas chromatography/mass spectrometry) will be used to detect, identify and measure (to the limit of quantization) such illicit agents or prescription-only medications.

D. Cut-off levels for drugs not listed above will be at the limit of quantization.

Levels which are below those above shall be determined as negative indications and shall be so reported.

3. Any sample which has been altered or is shown to be a substance other than urine shall be reported as such.

4. At the time the breath, urine, hair specimens or blood samples are collected, two samples shall be taken and a third if requested by the union or employee. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, the sample must show positive results on, the Gas Chromatography/Mass Spectrometry confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a union witness with evidence tape which shall be signed by both witnesses. This third sample can be tested at a NIDA certified laboratory selected by the union. The cost of testing the third sample shall be borne by the employee. The employee is not permitted to take physical possession of the third sample.

5. If the results of the tests administered by the employer on the sample shows that the employee while on-duty was under the influence of alcohol or smoked, ingested, inhaled or injected non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines or barbiturates, appropriate discipline may be imposed by the employer after the following procedure has been followed.

6. The employee and the union shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed. The union and the employee shall then have seventy-two (72) hours to present to the City any different results from the test of the third sample conducted by a laboratory selected by the union; however, the failure of the union or employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any arbitration proceeding. If the union or employee chooses not to have the third samples tested, then they cannot challenge the accuracy of the results.

7. After considering the results of the third test performed for the union, if presented, the City may invoke disciplinary action. Any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer and the employee, the base cost of which shall be covered by the employer's group health insurance, if applicable, as any other illness.

8. If the employee successfully completes such a program and is not again disciplined for alcohol abuse for twenty-four (24) months following the initial charge or for drug abuse for the balance of the employee's career, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

9. Rehabilitation itself is the sole responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction will be entitled to benefits under

the City's group medical insurance plan on the same basis and with the same restrictions and limits as for other illnesses. Employees who are privately seeking treatment for drugs or alcohol and who come up positive on a random drug test shall be treated the same as any other employee. Previous treatment shall not be held against them; it may in, fact, be to their benefit if they voluntarily release that information. For employees enrolled in a formal treatment program, the City will grant rehabilitation leave on the following basis:

- a. utilization of all earned and accumulated sick leave
- b. leave without pay status during the period of rehabilitation and the period prior to recall.

The employee must provide the City with written authorization consenting to the release of information from the rehabilitation program indicating whether or not the employee has successfully completed the initial program and with bi-weekly certification that he/she is continuously enrolled in a treatment program and actively participating in the program.

If an employee chooses not to enter a substance abuse treatment program or fails to complete the program, then the discipline is immediately imposed.

A second positive drug result in the employee's career or a second offense for alcohol abuse in a twenty-four (24) month period shall be considered cause for termination of the employee.

Confidentiality:

1. Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. If an employee should admit to a substance abuse issue before being directed to submit to a testing procedure provided in this policy, the admission shall be entirely confidential and shall never be utilized in any fashion against the employee. If the employee should require time from employment to engage in inpatient rehabilitation or out patient counseling, the City shall make every reasonable effort to accommodate the employee with the use of accrued paid leave, if any, and then an unpaid leave of absence. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent and to management personnel only on a "need to know" basis. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

2. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law.

Federal Drug Free Workplace Act of 1988

In conformity with the Federal Drug Free Workplace Act of 1988, the following are additions to the City's Drug and Alcohol Program to affect any City employees receiving, distributing, monitoring or being paid or subsidized with federal funding.

- A. As a condition of employment, an employee will notify the City in writing on his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- B. Notification of the Federal agency in writing within ten calendar days after receiving a notice of the above type from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant