

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

WHEREAS, except as otherwise explicitly provided by this Memorandum of Understanding, all terms and conditions of the parties' 2008 – 2021 Collective Bargaining Agreement shall remain in full force and effect; and

WHEREAS, the City and Local Union No. 60 of the International Association of Fire Fighters, ALF-CIO desire to modify certain provisions of the parties' 2008-2021 Collective Bargaining Agreement (CBA) regarding policies for the Independent Medical Examination Panel of Physicians for disability pensions, Modified Duty, Sick Time Reimbursement, and EMT/EMR/Paramedic/Nurse Certification, as contained in the Memorandum of Understanding attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, except as specifically provided herein, all modifications to the 2008-2021 Collective Bargaining Agreement shall be effective with the pay period next following the mutual ratification of this Memorandum of Understanding a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into a Memorandum of Understanding by and between the City of Scranton and Local Union No. 60 of the International Association of Fire Fighters, AFL-CIO attached hereto as Exhibit "A" and incorporated herein by reference thereto.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

Introduced in Council on above date and referred to Committee on RULES

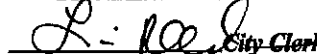
November 19, 2018


City Clerk

Scranton, Pa. November 26, 2018
Committee on Rules reports favorably on the within resolution.


Chairman

CERTIFIED COPY


City Clerk

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Passed by the Council

November 26, 2018
Receiving the Affirmative votes of Council Persons

PERRY, DONAHUE, EVANS, GAUGHAN, ROGAN

Negative NONE

[Signature]
President

Approved 11-27-18
[Signature] M.
[Signature] City C
Certified Copy

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SCRANTON
AND
LOCAL UNION NO 60
OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

It is hereby agreed by and between the City of Scranton (“City”) and Local Union No. 60 of the International Association of Fire Fighters (“Union”) as follows:

1. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by this Memorandum of Understanding, all terms and conditions of the parties’ 2008-2021 Collective Bargaining Agreement (“CBA”) shall remain in full force and effect.

2. EFFECTIVE DATE OF MODIFICATIONS

Except as specifically provided herein, all modifications of the CBA shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding.

3. IME PANEL

A. The panel of physicians attached hereto as Exhibit A shall be used as the panel of specialist physicians to determine whether firefighters are entitled to disability pensions, in

accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016 (“Mandamus Action Settlement”) and the CBA. The panel of physicians attached hereto as Exhibit A can be amended upon mutual agreement of the City and the Union. In the event one side or the other wishes to amend the panel, and there is no agreement, said dispute may be referred to arbitration, consistent with the terms of the CBA.

B. The City and the Pension Board shall split the cost of the disability pension application process, including but not limited to, the fees of the examining physicians and the third party administrator, at this time being VocRehab.

4. MODIFIED DUTY

Consistent with the terms of the CBA, as reflected in Paragraph 11 of the January 30, 2015 Memorandum of Understanding (“Second Extension Agreement”), the parties agree to the following Modified Duty Policy:

The policy outlined in this section shall apply to all injuries or illnesses incurred by member of the bargaining unit, regardless of whether those injuries or illnesses are work related.

A. An employee who is temporarily unable to perform, without restriction or limitation, all duties and responsibilities of his/her position may be required to perform “modified duty” in strict accordance with the terms of this policy.

B. As used in this Policy, the term “modified duty” shall mean the temporary or part time employment duties and responsibilities of a lesser degree and/ or nature than those historically performed by the temporarily disabled employee, but are only of the scope and nature traditionally performed by fully capable members of the bargaining unit. Such duties shall be non-confrontational in nature, shall, to the extent possible, be on the same shift as the

Fire Fighter was working at the time of his injury and shall be consistent with the rank of the injured bargaining unit member. Under no circumstances shall “modified duty” include, in whole or in part, employment duties that are demeaning to the disabled employee, that are unnecessary to the operation of the fire department or the City, or that are intended solely for the purpose of “make work” tasks. Under no circumstances may modified duty activities be outside the employment duties historically performed by the bargaining unit. The employee shall never be required or permitted to perform “modified duty” where either the nature of the duties or the physical limitations of the disabled employee would in any manner or degree expose either that employee or any other member of the bargaining unit to danger, or threat of same, of any nature, or where such duties are performed, or the performance of same, by the disabled employee would violate the contractual rights of any other member of the bargaining unit.

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

C. The determination of whether, and to the extent to which (if at all), a disabled employee may perform “modified duty” work shall in the first instance be made in writing by the employee’s certified/licensed treating physician. If a difference of opinion on that issue exists between the employee’s treating physician and a certified/licensed Physician designated by the City, the employee shall submit to an examination by a third certified/licensed physician, the fee of which shall be paid by the City, agreed upon by the parties who will render an opinion as to whether, and the extent to which (if at all), a disabled employee may perform “modified duty” work within the meaning of this Policy. If the parties cannot reach agreement on the identity of the third certified/licensed physician, the certified/licensed treating physician and that physician

designated by the City shall be requested to designate a third certified/licensed physician. The decision of the third certified/licensed physician shall be final and binding on all concerned.

D. An employee who is performing “modified duty” assignments under this Policy shall, upon prior notice to the Department, be permitted, without loss of pay or benefits, reasonable time during the workday to attend a medical or rehabilitation appointment. Employees who are performing “modified duty” as a result of a non-work related injury or illness shall make every reasonable effort to schedule appointments outside of his/her normal working day shift.

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

F. Nothing in this Policy shall serve to diminish or in any manner waive the affected employees’ rights under any applicable law.

G. Employees who are performing modified duty as a result of a 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 disability.

H. After an employee has performed “modified duty” for a period of six (6) consecutive months, the City shall have the option of removing him/her from “modified duty; provided, however, that this should not be read as guaranteeing employees six months’ of modified duty if changed circumstances (e.g., full recovery) warrant removal from modified duty. Modified duty positions are intended to provide a transition period for an employee who is sick (ill) or injured to gradually return to full duties, and not to create permanent positions consisting of only portions of the duties of established bargaining unit positions.

5. SICK TIME REIMBURSEMENT

The City will restore to all employees who donated leave to Caroline Janczak all hours donated, whether used or not. In addition, the donation of such leave, whether used or not, will not be held against employees for sick day bonus eligibility.

In addition, Janczak will have her sick leave bank credited for all time used.

The above is not intended to establish a precedence or practice between the parties.

6. EMT/EMR/PARAMEDIC/NURSE CERTIFICATION

Section 8 of the Second Extension Agreement will be modified to provide that EMT/EMR/Paramedic/Nurse certification moneys shall be calculated and made part of the hourly wage effective January 1, 2019.

For those who are already in the certification cycle, such payments will be paid under the current system, but prorated.

As soon as is practicable, the City and Union shall meet to discuss revision of Section 8 of the Second Extension Agreement.

IME Physician Panel List
City of Scranton

Oncology

1. Hematology and Oncology of NEPA
1100 Meade Street
Dunmore, PA 18512
570-342-3675
Exam Fee – Current Medicare rate - \$1,200.00 per hour
Also depends on the level of disability, and amount of work involved.

2. Maged Khalil, MD
Hematology and Oncology of Allentown
1240 S. Cedar Crest Blvd
Allentown, PA 18103
610-402-7880
Exam Fee – Current Medicare rate - \$1,200.00 per hour
Also depends on the level of disability, and amount of work involved.

3. Thomas E. LeVoyer, MD
Robert Ozols, MD
Fox Chase Center
333 Cottman Avenue
Philadelphia, PA 19111
215-728-6900
Exam Fee – Current Medicare rate- \$1,200.00 per hour
Also depends on the level of disability and amount of work involved.

4. Stephen Shore, MD
111 Presidential Blvd
Bala Cynwyd, PA
610-492-5900
610-660-9930
Exam Fee \$1,575.00
No Show Fee \$ 750.00

5. Brian Wojciechowski, MD

**240 Centronia Road
Suite 1205
Allentown, PA 18104
866-288-0808**

Exam Fee	\$1,800.00
No Show Fee	\$1,500.00
Cancellation Fee – 72 Hours	\$1,500.00
Cancellation Fee – 7 business days	\$1,000.00

Orthopedics

1. Harry Schmaltz, MD

**Coordinated Health, Scranton Orthopedics
334 Main Street
Suite 1
Dickson City, PA 18519
570-307-1767**

Exam Fee	\$1,500.00
Addendum Fee	\$ 300.00 per hour
Narrative Report	\$ 300.00
Depositions (60 minutes)	\$2,500.00
Video Deposition	\$3,000.00
No show Fee	\$1,500.00

Cancellation/rescheduling with 2 weeks of Exam requires a \$1,250.00 forfeiture of fees

Cancellation/rescheduling of deposition will result in 50% forfeiture of fees regardless of when cancelled or rescheduled. Cancellation within one week of deposition will result in 100% forfeiture of fee.

2. Kevin Anbari, MD

**OAA Specialists
250 Centronia Road
Suite 303
Allentown, PA 18104
610-973-6200**

Exam Fee	\$1,600.00
No Show Fee	\$1,600.00

Cancellation/rescheduling with 2 business days of scheduled Exam will result in 75% forfeiture of fees. 5 business days will result in 25% forfeiture of fees.

3. Gregory Menio, MD
 Mountain Valley Ortho
 600 Plaza Court
 East Stroudsburg, PA 18301
 570-421-7020

Exam/Report Fee	\$1,000.00 - \$900 prepay
Addendum Fee	\$ 200.00-\$400.00
Depositions	\$3,200.00
No show Fee	\$1,000.00
Cancellation within 48 hours	\$400.00

Internal Medicine

1. William Dempsey, MD
 The Wright Center for Primary Care
 1145 Northern Boulevard
 S. Abington Township, PA 18411
 570-585-1300

Exam Fee - Current Medicare Rate \$1,200.00 per hour
 Also depends on disability, amount of records and amount of work involved.

2. Peter Cognetti, MD
 Physicians Health Alliance
 802 Jefferson Avenue
 Scranton, PA 18510
 570-346-7331

Exam Fee – Current Medicare Rate \$1,200.00 per hour
 Also depends on the disability, amount of records, and amount of work involved.

3. Steven Feinstein, MD
 222 Presidential Blvd
 Bala Cynwyd, PA 19004
 610-660-9930

Exam Fee	\$ 1,100.00
No show Fee	\$ 550.00
Late Cancellation Fee	\$ 550.0

4. Patrick Connors, MD
 2232 Pittston Avenue
 Scranton, PA 18505
 570-969-6327

Exam Fee	\$1,000.00
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Cancellation Fee (less than 5 days) \$500.00

Neurology/Neurological Surgery

1. Michael D. Kim, MD
Seth Jones, MD
Kevin Madden, MD
Scranton Neurological Associates
802 Jefferson Avenue
Floor 5
Scranton, PA 18510
570-348-1118
Exam Fee/Report \$110.00 - \$275.00 hour -also depends on
disability, amount of records and amount of work involved.

2. Daniel Ackerman, MD
St. Luke's
240 Centronia Road
Allentown, PA 18104
484-526-5210
Exam Fee - Current Medicare rates - also depends on the level of disability, and
amount of work involved.

3. David Tabby, MD
301 E. City Avenue
Suite 325
Bala Cynwyd, PA 19004
610-664-2584
Exam Fee/Report – Current Medicare rates – also depends on the level of disability
and the amount of work involved.

4. Vithalbhai Dhaduk, MD
235 Main Street, Suite 115
Dickson City, PA 18519
Exam Fee \$2,000.00 to be paid 2 wks prior to appt.
No show fee \$1,000.00

5. Dr. Bragan (travels to Allentown)
111 Presidential Blvd
Bala Cynwyd, PA 19004
610-660-9930

Exam Fee	\$1,700.00
No Show Fee	\$1,700.00
Cancellation Fee within 7-3 days	\$1,050.00
Cancellation fee within 3 days	\$1,700.00

6. Richard Bennett, MD

5401 Old York Road
Philadelphia, PA 19141-3046
610-660-9930

Exam Fee	\$ 1,460.00
No Show Fee	\$ 700.00
Cancellation Fee within 3-5 days	\$ 250.00

Psychology

1. Richard Fischbein, MD

562 Wyoming Avenue
Kingston, PA 18704
570-552-3780

Exam Fee	\$2,500.00
Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test
Deposition Fee	\$3,500.00 – half day flat fee \$7,000.00 -full day flat fee

2. James W. Truscott, PhD

John Heinz Institute of Rehabilitation
150 Mundy Street, Ste 5
Wilkes-Barre, PA 18702

Exam Fee	\$2,500.00
Report Fee	\$ 630.00/hour
Psychological Testing (if needed)	\$ 400.00 per test

3. Robert Cohn, MD

111 Presidential Blvd
Bala Cynwyd, PA 19004 (travels to Allentown)
610-660-9930

Exam Fee	\$ 2,250.00
No Show Fee	\$ 2,000.00
Cancellation Fee	\$ 700.00

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Inspector's Office/Aid

Position:	Inspector's Office/Aid
Name of Company:	Scranton Fire Department
Address of Position:	340 North Washington Avenue Scranton, PA
Hours:	Regular platoon work schedule or regular office hours for non-suppression 24 hours, 7 am – 7 am
Telephone Number:	(570) 348-4132
Person to Contact:	Chief Patrick P. DeSarno
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.

The following are job duties and responsibilities of the Inspector's Office/Aid:

- In the fire station, the aid will provide assistance to the Deputy Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork, and filing. The aid may be required to provide assistance to other personnel within the headquarters. Tasks in which the aid 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 and as directed by the Deputy Chief.

- * When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.

" Exhibit B "

Page 2:

Inspector's Office/Aid:

PHYSICAL DEMANDS OF JOB:

A. In a 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)

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 A 24-HOUR 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

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

The weight would be approximately 30 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 with clerical duties, and performing other activities within the headquarters.

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

The object being carried is: 30 pounds and would include the personal protective equipment.

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

Inspector's Office/Aid:

D. During the course of performing the job, which of the following is required:
Rate the Frequency in a 24-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 |
| 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 |

Employer Signature: _____ Date: _____
Chief Pat DeSarno

Union Signature: _____ Date: _____

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

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Inspector's Office/Aid:

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

JOB DESCRIPTION

JOB TITLE: Scranton Fire Department – Aid

Position: Scranton Fire Department
Fire Department Aid

Name of Company: Scranton Fire Department

Address of Position: 340 North Washington Avenue
Scranton, PA

Hours: Regular platoon work schedule or regular office hours for
non-suppression

Telephone Number: (570) 348-4132

Person to Contact: Chief Patrick P. DeSarno

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.

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

- In the fire station, the aid will provide assistance to the Assistant Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork, and filing.
 - In the fire station, the aid may be required to provide assistance to the Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork and filing. The aide may be required to provide assistance to other personnel within the headquarters. Tasks in which the aid 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 supervisor.
- * When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.

Scranton Fire Department Aid:

PHYSICAL DEMANDS OF JOB:

A. In a 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 A 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)

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

The weight would be approximately 30 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.

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

The object being carried is: 30 pounds and would include the personal protective equipment.

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

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Scranton Fire Department Aid:

D. During the course of performing the job, which of the following is required:
Rate the Frequency in a 24-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
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)

Employer Signature: _____ Date: _____

Chief Pat DeSarno

Union Signature: _____ Date: _____

Signature: _____ Date: _____

Carmine Abraham, MS, CRC, LPC
Vocational Case Manager, PA Advocates Inc.

Page 4:
Scranton Fire Department Aid:

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

JOB DESCRIPTION

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

Position: Scranton Fire Department
Office/Clerical Worker/Pre-Planner

Name of Company: Scranton Fire Department

Address of Position: 340 North Washington Avenue
Scranton, PA

Hours: Regular platoon work schedule or regular office hours for
non-suppression
24 hours, 7 am – 7 am
(Breaks: 2 – 10 minute breaks and ½ lunch)

Telephone Number: (570) 348-4132

Person to Contact: Chief Patrick P. DeSarno

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

- The job duties related to clerical and office work will be performed in an office environment. The employee would be stationed at a desk area containing an ergonomic chair, a computer, 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 will perform clerical functions such as answering the telephone, directing telephone calls, taking and relaying messages to other members of the department, and filing. The employee will schedule fire prevention and fire drill activities. While performing the job duties, the employee will utilize a computer, 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.

Page 2:

Office/Clerical/Pre-Planner:

- The employee would assist fire inspectors in completing field work within City limits. The employee would be driving approximately 10 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. As part of this process, there may be ladders or stairs to climb. If this task cannot be performed, another employee will accompany the employee in order to assist in completion of the pre-planning and to perform the climbing of stairs or ladders. 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 in a classroom setting.

PHYSICAL DEMANDS OF JOB:

A. In a 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. 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)

Page 3:

Office/Clerical/Pre-Planner:

TOTAL DURING A 24-HOUR 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, clerical 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: clerical work and pre-planning.

D. During the course of performing the job, which of the following is required:
Rate the Frequency in a 24-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)

Page 4:

Office/Clerical/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 |

Employer Signature: _____ Date: _____
Chief Pat DeSarno

Union Signature: _____ Date: _____

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

Physician's Signature: _____ Date: _____
Dr.

APPROVED: _____

NOT APPROVED: _____

Physician Comments:

NOTICE OF INTRODUCTION OF RESOLUTIONS OF THE CITY OF SCRANTON

Sent
11/20/18

Notice is hereby given that the City of Scranton has introduced the following Resolutions:

RESOLUTION NO. 86, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

RESOLUTION NO. 87, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LODGE 2462 AND THE CITY OF SCRANTON AND THE SCHOOL DISTRICT OF THE CITY OF SCRANTON REGARDING THE SINGLE TAX OFFICE COLLECTIVE BARGAINING AGREEMENT.

RESOLUTION NO. 88, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LODGE 2462 AND THE CITY OF SCRANTON AND THE SCHOOL DISTRICT OF THE CITY OF SCRANTON REGARDING THE SINGLE TAX OFFICE COLLECTIVE BARGAINING AGREEMENT.

RESOLUTION NO. 89, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MULTI-BRIDGE ("BRIDGE BUNDLING") PROJECTS AGREEMENT BY AND BETWEEN THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") AND THE CITY OF SCRANTON ("CITY OF SCRANTON") FOR COMMONWEALTH'S PERFORMANCE OF CITY OF SCRANTON-OWNED BRIDGE PROJECTS.

Said Resolutions were duly introduced at the meeting of Scranton City Council held on Monday, November 19, 2018 and will be finally acted upon by Council at one of their future meetings. Said Resolutions may be inspected in the City Clerk's Office, Municipal Building, 340 North Washington Avenue, Scranton, PA 18503, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

LORI REED
CITY CLERK
SCRANTON, PENNSYLVANIA

PLEASE ADVERTISE: Wednesday, November 21, 2018

**NOTICE OF INTRODUCTION
OF RESOLUTIONS OF THE
CITY OF SCRANTON.**

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AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

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LORI REED
CITY CLERK
SCRANTON, PENNSYLVANIA

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ROSEANNE NOVEMBRINO CITY OF SCRANTON
340 N WASHINGTON AVE
SCRANTON PA 18503

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Council

DEC 03 2018

Account # 5194
Order # 82280024
Ad Price: 392.20

OFFICE OF CITY
COUNCIL/CITY CLERK

RES. #86-89

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

11/21/2018

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true *Miss Burke*

Sworn and subscribed to before me
this 21st day of November A.D., 2018

Sharon Venturi

(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Sharon Venturi, Notary Public
Lackawanna County
My commission expires February 12, 2022
Commission number 1254228
Member, Pennsylvania Association of Notaries

**NOTICE OF INTRODUCTION
OF RESOLUTIONS OF THE
CITY OF SCRANTON**

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LORI REED
CITY CLERK
SCRANTON, PENNSYLVANIA



DEPARTMENT OF LAW

PENNSYLVANIA

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

November 8, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED


NOV 09 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl