

**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 – 2017 Collective Bargaining Agreement shall remain in full force and effect for the duration of the successor agreement provided by this Memorandum of Understanding.

**2. EXTENSION OF COLLECTIVE BARGAINING AGREEMENT**

The 2008-2017 Collective Bargaining Agreement shall be extended for a period of four years, commencing on January 1, 2018 and terminating on December 31, 2021.

**3. EFFECTIVE DATE OF MODIFICATIONS**

Except as specifically provided herein, all modifications to the 2008-2017 collective bargaining agreement shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding.

#### 4. NEW HIRE WAGES

Any Bargaining Unit Member first hired after the mutual ratification of this Memorandum of Understanding shall be paid, in addition to longevity outlined in the 2012 Settlement Agreement, the following percentage of a Fire Fighter's maximum base without longevity:

While In Fire Academy	50%
Upon Graduation from Academy	60%
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. PRE-EMPLOYMENT EXAMINATIONS

The Collective Bargaining Agreement shall be amended to provide with regard to any member of the bargaining unit first employed subsequent to the ratification of this Agreement that, 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.

#### 6. ANNUAL PHYSICALS AND DRUG SCREENING

The Collective Bargaining Agreement shall be amended to provide with regard to any member of the bargaining unit first employed subsequent to the ratification of this Agreement 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 this Agreement shall 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.

**7. HEALTH AND WELLNESS PROGRAM**

The City shall immediately meet with the union to negotiate a health and wellness program for all members of the bargaining unit. The program that shall under no circumstances be utilized for any form of discipline shall be implemented within not more than one year of the ratification of this agreement. If the parties are unable to agree on the terms of the program, either party may then submit the issue to an arbitrator in accordance with the terms and conditions of the collective bargaining agreement. The Arbitrator shall be fully empowered to resolve all such issues related to the development and implementation of the health and wellness program.

**8. EMT/EMR CERTIFICATION**

The Collective Bargaining Agreement shall be amended to provide with regard to any member of the bargaining unit first employed subsequent to the ratification of this Agreement shall maintain their Pennsylvania Department of Health Certification as an Emergency Medical Technician, EMT, (minimum) as a condition of employment.

The City of Scranton shall provide a training schedule within one year of the ratification of this agreement to provide PA Dept. of Health EMR Training for all members of the bargaining unit who do not currently possess EMT (minimum).

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 the ratification of this Agreement 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.

Article XX Education and Training (4.)(b.) shall be amended to the following:

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.

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.

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.

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.

#### **9. DRUG AND ALCOHOL TESTING**

Effective upon the ratification of this Memorandum of Agreement, the City shall adopt and enforce in a nondiscriminatory manner the Drug and Alcohol Testing Policy that is attached hereto at Exhibit "A."

#### **10. DISABILITY PENSIONS**

The Collective Bargaining Agreement shall be amended to provide that disability pensions granted subsequent to ratification:

- a. Shall be based solely upon the opinion of a physician who is selected by the Pension Board and is Board certified in the asserted illness or injury. The physician thus selected shall have no direct or indirect relationship to any party and, if necessary, shall be selected from outside of the immediate geographic area.
- b. 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.

## 11. LIGHT DUTY

Article XXIV of the Collective Bargaining Agreement shall be amended to provide that the City may again propose a light duty policy and resolve all disputes, if any, regarding same in accordance with the process set forth in that Article.

If the parties are unable to agree, either party may then submit the issue to an arbitrator in accordance with the terms and conditions of the collective bargaining agreement. The Arbitrator shall be fully empowered to resolve all such issues related to the development and implementation of the light duty policy.

## 12. OVERTIME

The Collective Bargaining Agreement shall be amended to provide that paid sick time shall not be considered in computing overtime in a pay period. Article VIII Wages (5) (D) shall be amended that all overtime worked by bargaining unit members shall be compensated, regardless of rank, at the overtime rate paid to a fifth (5) year firefighter.

## 13. SEVERANCE INDUCEMENT

The Collective Bargaining Agreement shall be amended to provide that 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 if currently eligible or within 120 days of retirement eligibility - \$10,00.00.

b. Within 150 days of ratification if currently eligible or within 150 days of retirement eligibility - \$7,500.00.

c. Within 180 days of ratification if currently eligible or within 180 days of retirement eligibility - \$5,000.00.

14. **HOLIDAYS**

Article XI, Vacation and Holidays Section of the Collective Bargaining Agreement as amended by the MOU dated 8/3/2011 to provide that any member hired after the mutual ratification of this Memorandum of Understanding will have the following holiday schedule after successfully completing the HACC 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.
- c.) Shall have same holiday schedule as bargaining unit members employed prior to the ratification of this agreement during their first full calendar year going forward.

15. **VACATION**

Article XI, Vacation and Holidays Section of the Collective Bargaining Agreement as amended by the MOU dated 8/3/2011 shall be amended to provide that all employees hired after the mutual ratification of this Memorandum of Understanding will have the following vacation schedule after successfully completing the HACC Fire Academy:

Suppression:

- a. Fall academies 1 day for the remaining calendar year and Spring academies 4 days for the remaining 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

All employees hired prior to the ratification of this agreement will receive the vacation schedule contained in the 1996-2002 collective bargaining agreement as amended by the MOU dated 8/3/2011 Exhibit 'B' except for the following changes:

Suppression:

- a. Over 18 years – 13 Vacation Days

Non-Suppression:

- a. Over 18 years – 25 Vacation Days

## 16. RETIREE HEALTH INSURANCE

Article XVI, Section 5 of the collective bargaining contract shall be amended to provide that 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.

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.

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.

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.

#### 17. PENSION CONTRIBUTIONS

Pension contributions of bargaining unit members shall be as follows:

Date of ratification	4%
1/1/16	5%
1/1/17	6%
1/1/18	6 %
1/1/19	6%
1/1/20	6 %
1/1/21	6%

#### 18. OPT-OUT FOR HEALTH INSURANCE



Article XV, Section 4 of the Collective Bargaining Agreement shall be amended by the addition of the following as the first clause thereof:

"With the exception of a bargaining unit member first employed after the ratification of this Memorandum of Understanding who is married to another employee of the City"

#### 19. WAGES

The base wage of Bargaining Unit Members (with appropriate adjustment for rank) shall be increased as follows:

1/1/18	1%
7/1/18	1%
1/1/19	1%
7/1/19	1%
1/1/20	1%
7/1/20	1½%
1/1/21	1%
7/1/21	1½%

#### 20. MILITARY SERVICE

The following shall be added to the collective bargaining agreement to provide that 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.

## 21. SICK TIME

Article XII, Section 2 as amended by the MOU dated 8/3/2011 shall be amended by the following:

- a. The 2880 (hours) cap shall be removed.
- 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:

1-3240	25%
3241-4319	35%
4320-5399	45%
5400 or more	50%

- c. Article XII, Section 2(F) as amended by the MOU dated 8/3/2011 shall be amended to require a doctor's note from any suppression bargaining unit member who utilizes two consecutive days of sick leave, more than 144 hours (6 work days) 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 work days an excused absence for prolonged periods of sick usage will count as one occurrence.

- d. 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.
- e. 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.
- f. 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.
- g. All members of the bargaining unit beginning on January 1, 2016 will accrue 18 hours of sick leave per month at the beginning of each month.

## 22. FILLING OF VACANCIES

Article XVII, shall be amended to provide that 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.

Civil Service Testing Procedure as previously agreed to by the City

- A. Written examinations to be developed by a mutually agreed upon testing company that specializes in fire department promotional exams.
- B. The testing company that is selected shall select the reading materials necessary for the written test. No member of the bargaining unit or the City of Scranton shall select the testable reading materials necessary for the exam.
- C. 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.
- D. 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.
- E. 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.

## 23. NEW 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 fire fighting apparatus. The Committee shall consist of six members from the bargaining unit in addition to the Fire Chief and any designees he 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.

## 24. RANK ELIMINATION

The Union and City recognize the need for cost savings measures and, as such, agree to the elimination of the following positions through attrition from the current number of positions currently allocated in the 2014 Fiscal Year Budget

- A.) 1 - Assistant Chief Position
- B.) 4 - Captain Positions
- C.) 5 - Lieutenant Positions
- D.) 16 - Chauffeur Positions

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

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.

## **25. NON-SUPPRESSION HOURS**

The Master Mechanic shall keep the hours of work the same as the DPW Mechanics. All other parameters regarding hours of work and Holidays not addressed herein shall revert to previous Collective Bargaining Agreements.

## **26. ASSISTANT CHIEF HOURS**

Upon the ratification of this agreement, the Assistant Chiefs, or Officers acting in that capacity, shall work 0630-0630 in order to set the schedule for the incoming shift.

**27. REQUIRED PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The collective bargaining agreement Article X Clothing Allowance and the MOU dated 8/3/2011 shall be amended to reflect the following. The City and Union both understand the need for safety and, as such, have entered into a previous Memorandum of Understanding to move to a Personal Protective Equipment (PPE) issuance system to be maintained by the City and monitored by the Deputy Chief's Office. The City currently provides members with NFPA compliant SCBA Face Pieces, 2 sets of gloves, 2 protective Nomex hoods, a fire service helmet and are in the process of issuing 2 sets of structural fire fighting boots per member.

The Union agrees to remove the amounts outlined in the MOA, which call for an annual budgeting of \$30,000 for hoods and gloves and \$15,000 for boots, with the condition the City maintains two (2) sets of each and replaces them on an as needed basis in accordance with current applicable NFPA Standards. The City will reallocate the \$45,000 budgeted annually for gloves, boots, and protective hoods to implement a personal protective equipment issuance system.

The Union agrees to restructure the Clothing Allowance amount in the collective bargaining agreement to \$450 and to implement a mutually agreed vouchering system to be tracked and maintained by the Administrative Captain and overseen by the Deputy Chief. The union further agrees to forgo the 2015 clothing allowance to allow the City to reallocate those funds towards the purchase of an equal amount of turnout gear sets to be purchased in 2015. The vouchering system for the 2016 year will begin May 1, 2015 and continue to April 30, 2016 with disbursement made prior to June 1, 2016.

Any member of the bargaining unit who retires prior to the first disbursement in 2016 will be paid the amount outlined in the Collective Bargaining Agreement, Article X, Section 1.

The City within one year of the ratification of this agreement will work with the union to develop and implement a mutually agreed upon inspection, care, and maintenance program of all PPE issued by the City or purchased by the individual Bargaining Unit members in accordance with the current NFPA 1851 Standard or its successor standard.

The Union and City will jointly work together to obtain FEMA AFG funding to offset the costs of maintaining and implementing a PPE issuance system.

This change will constitute a permanent responsibility of the City to fully implement a NFPA compliant PPE issuance policy. The City and Union will jointly form a committee to select the NFPA compliant Structural Fire Fighting Turnout Gear and any other changes to the Structural Firefighting PPE Ensemble. The selection committee will be comprised of the Fire Chief or his designee, Deputy Chief, Administrative Captain and three additional members of the bargaining unit selected by the Union.

The City and Union will also meet and determine the manner in which the initial issuance will be handled. The basis of the initial issuance will be determined by need and not seniority.

Any and all changes or updates to the gear which is issued by the City shall be decided by a joint committee between the union and City and meet all applicable NFPA standards enforce at the time of purchase.



The Union hereby agrees that all equipment provided by the City is issued equipment and as such shall be returned to the City upon retirement or other separation of employment with the City.

## **28. ALARM STRUCTURE & CALLOUT PROCEDURES**

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

(1.) 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"

(2.) 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 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.

(3.) 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 ASAP that the majority of 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.

(4.) 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. He 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 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.

(5.) 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 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 2 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 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 designee.

(6.) 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.

(7.) 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 FD 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.

(8.) 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.

(9.) 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:

(A) 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.

(B) All of the crew will meet a minimum of FF-1 certification and applicable PA State required training.

(C) 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.

(D) 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.

#### Call-out of "Off Shift" Process

(1) The Assistant Chief or Acting Assistant Chief shall then call the officers of all companies assigned to his 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 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.

(2) 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.

(3) 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.

(4) 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.

(5) In case of a discrepancy that arises from a call out, a review board consisting of two (2) union representatives (the President and his designee) and two (2) City representatives (the Superintendent and his 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.

**29. TRAINING COMMITTEE**

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 designee, the Deputy 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 designee will release the training schedule to the department prior to the commencement of vacation selection process for the following calendar year.

**30. FIRE AND RESCUE UNIT**

The current Fire and Rescue Unit Memorandum of Understanding (Exhibit "B") shall be amended to reflect the following changes and updates. All other aspects of the Agreement not changed or altered here shall remain in full force and effect.

A.) Section 2.1 shall be amended to: 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.

B.) Section 3.1 shall be amended to: The Unit shall be manned on all shifts by four bargaining unit members that shall be in total comprised of one (1) Captain, two (2) Lieutenants, three (3) Chauffeurs and six (6) Privates.

C.) Section 4.1 – (B) shall be amended to:

1. NFPA 1006 General Requirements for Technical Rescue (Core)
2. Rope I, II, and Basic Ropes and Rigging or NFPA 1006 Rope Technician I
3. Pennsylvania Department of Health Basic Vehicle Rescue Awareness, Operations, and Technician
4. Confined Space Rescue or NFPA 1006 Confined Space Rescue Technician and annual refreshers to be compliant with OSHA
5. Hazardous Materials Operations (minimum) and annual refreshers

D.) Section 5.5 shall be eliminated

E.) Section 6.2 shall be eliminated

F.) Section 6.3 – (A) shall be amended to: Does not meet minimum training standard as set forth in Section 4.1 within 24 months of being assigned to Rescue

G.) Section 6.4 shall be eliminated

H.) Section VIII 8.1 & 8.2 shall be eliminated in their entirety

I.) Exhibit A and A1-A6 shall be eliminated in their entirety

J.) The following section shall be added: In the event the Rescue apparatus is scheduled for replacement a committee comprised of members from Rescue lead by the Captain shall work with the City to identify needs, equipment, and specifications for the new vehicle acquisition.



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

A permanent Kelly Day numbering schedule shall go into effect beginning January 1, 2016 in order to more effectively utilize the Kelly Day schedule for the efficiency and effectiveness of the department. The Union shall determine if a re-bid of the department is needed to enact this change. The Union shall work with the City to make the transition compliant with FLSA.

All Vacancy postings beginning after the mutual ratification of this agreement 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 outlined in Exhibit "C" beginning on January 1<sup>st</sup> 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.

**32. HEALTHCARE PAYROLL CONTRIBUTION**

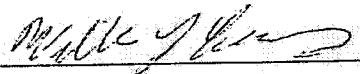
Section 8(b) of the 2012 Settlement language shall be amended to the contribution rate of a 5th year Fire Fighter.

**33. RATIFICATION**

This Agreement shall not be final and binding upon the parties unless and until it is approved in writing by the general membership of IAFF Local 60 and the City Council of the City of Scranton.

CITY OF SCRANTON

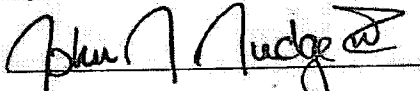
By:



Date: 1-30-15

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

By:



Date: 1-30-2015

Exhibit A

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.

Exhibit A

*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).

Exhibit A

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 than 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 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, tool boxes 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

Exhibit A

- Is the type of behavior, which is recognized and accepted symptom of intoxication of 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 designee during working hours manpower permitting. The testing notices will be held by the Chief or his designee until the testing date. The Chief or his 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.

## Exhibit A

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 (nmc)	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

Exhibit A

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 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



Exhibit A

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.

## Exhibit A

### *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 1988m, 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.

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
FIRE FIGHTERS LOCAL UNION NO. 669  
AND THE  
CITY OF SCRANTON  
REGARDING  
THE FIRE AND RESCUE UNIT

I. PURPOSE OF MEMORANDUM

1.1. The purpose of this Memorandum of Agreement is to provide in writing for the establishment and administration of a Fire and Rescue Unit by the City of Scranton ("City") and, at the same time, to provide for the specific and exclusive conditions and circumstances under which that Unit might be utilized in a manner consistent with the terms and conditions of the City's collective bargaining agreement with Local Union No. 669 of the International Association of Fire Fighters, AFL-CIO ("Union").

II. BASIC STRUCTURE OF THE FIRE AND RESCUE  
UNIT

2.1. 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 entrapment, 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.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

### III. MANNING OF THE FIRE AND RESCUE UNIT

3.1. The Unit shall be manned on all shifts by four (4) bargaining unit members that shall be in total comprised of one (1) Captain, three (3) Lieutenants, four (4) Chauffeurs and eight (8) Privates. However, if upon the effective date of this Memorandum a Captain does not bid for assignment to the Unit, the manning shall thereafter be with four (4) Lieutenants.

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

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

4.1. 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; and

B. A certification in Rope Rescue and Vehicle Extraction/Removal, which shall be taught by state-certified Fire Fighters.

4.2. 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.

4.3. 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.

4.4. 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.

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

4.6. 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.

## **V. SELECTION OF BARGAINING UNIT EMPLOYEES FOR ASSIGNMENT TO THE FIRE AND RESCUE UNIT**

5.1. Except as otherwise specifically provided in this Memorandum, 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.

5.2. As soon as practical subsequent to the execution and ratification of this Memorandum, the City shall post for the positions of the Fire and Rescue Unit in accordance with the normal procedures. The posting shall clearly articulate the nature of the positions to be filled, the nature of the duties to be performed, and the training requirements that are subsequently to be expected as a condition of remaining within the Unit.

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

5.4. The current possession of any of the qualifications ultimately required of a member of the Fire and Rescue Unit shall not be a consideration in the selection of successful bidders for initial or subsequent assignment to the Unit.

5.5. To the extent that any members of existing Engine No. 6 are displaced by reason of lack of interest in the Fire and Rescue Unit or their failure to successfully bid on a position therein, they shall be afforded their full seniority rights in bumping into any other position within the bargaining unit to which they are entitled by virtue of their seniority within the rank that they possess.

#### VI. QUALIFICATION UPON ASSIGNMENT AND REMOVAL/RETURN

6.1. 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.



6.2. In the event that a bargaining unit member who has been offered a reasonable opportunity to successfully complete the qualifications for continued participation of the Fire and Rescue Unit is unable to do so, that bargaining unit member shall be afforded the opportunity to return by bumping to such position in the Unit as his full seniority shall permit.

6.3. 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. Physical inability to perform the unique duties of the Unit;

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 rank and seniority.

6.4. Notwithstanding any other provision of the collective bargaining agreement, employees who successfully bid into the Fire and Rescue Unit and complete the certification procedures described herein shall not be subject to being bumped from the Unit.

#### VII. COVERAGE FOR HOLIDAYS, VACATION AND OTHER LEAVE

7.1. 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.

7.2. 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.

#### VIII. EFFECTIVE DATE AND EXPERIMENTAL BASIS OF PROGRAM

8.1. The Program described herein shall be effective immediately upon the ratification of this Agreement by the members of the bargaining unit.

8.2. The Fire and Rescue Unit Program described herein is recognized to be an experimental program, and, as a consequence, many problems or issues that are currently unforeseen or unforeseeable can arise in the implementation of the Program. As a consequence, it is agreed that at any time after eighteen (18) months from the date of ratification of this Agreement, either party may request the other to negotiate additions, deletions or modifications to this Agreement including the total abolition of the Fire and Rescue Unit itself. Such request shall be made in writing. If within thirty (30) days of that written request, the parties are unable to agree, either party may then submit the issue to an arbitrator in accordance with the terms and conditions of the collective bargaining agreement. The Arbitrator shall be fully empowered to resolve all such issues including the abolition of the Unit itself. All provisions of the collective bargaining agreement regarding arbitration, including finality, shall apply. In the event that the parties should agree to abolition of the Fire and Rescue Service or that an arbitrator should so order, the bargaining unit members then assigned to the Fire and Rescue Unit will be permitted to bump back into the regular fire service with full seniority and Engine 6 will be reinstated to its prior site with its prior complement of bargaining unit members and rank.

#### **IX. MODIFICATION OF APRIL 28, 1983**

##### **SETTLEMENT AGREEMENT**

9.1. It is recognized and agreed that the establishment and administration of the Fire and Rescue Unit as described herein

will constitute a modification of the April 28, 1983 Settlement Agreement insofar as it relates to the distribution of bargaining unit members and rank within the Fire Department. Accordingly, Exhibit "A" to that Settlement Agreement shall be amended in the form attached hereto. Additionally, a new exhibit B shall be attached to and become part of the Settlement Agreement with the same force and effect as Exhibit A, which Exhibit B is attached hereto and made a part hereof. With this sole exception, the Settlement Agreement shall remain in full force and effect except as otherwise modified by written agreement of the parties.

**X. MEMORANDUM INCORPORATING THE  
COLLECTIVE BARGAINING AGREEMENT AND  
DISPUTES SUBJECT TO GRIEVANCE AND  
ARBITRATION**

10.1. Subject to the provisions of Paragraph 8, this Memorandum is being incorporated into and becomes part of the collective bargaining agreement.

10.2. Any and all disputes arising between the parties with regard to the meaning, interpretation and application of the Memorandum of Agreement shall be subject to the grievance and arbitration procedure contained in the parties' then-current collective bargaining agreement.

## XI. AGREEMENT SUBJECT TO RATIFICATION

11.1. It is recognized and agreed that this Agreement shall only be effective upon ratification by the general membership of the Union. In that regard, the Union pledges its best efforts to schedule such ratification meeting as promptly as possible upon execution of this Agreement.

CITY OF SCRANTON

BY: James P. Conners  
Date: May 9, 1990

FIRE FIGHTERS LOCAL UNION NO.  
669

BY: P. J. Bar  
Date: MAY 9, 1990

**EFFECTIVE UPON RATIFICATION OF  
FIRE AND RESCUE UNIT AGREEMENT**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	7	7	7	7	28
D/C	1	1	1	1	4
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	4				4
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	2 (On Average)				2
					<u>200</u>

Exhibit "A"

**FIRE INSPECTOR ONE UPON RETIREMENT  
ADD ONE TO TRAINING**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	7	7	7	7	28
D/C	1	1	1	1	4
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	3				3
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	3 (On Average)				3
					<u>200</u>

Exhibit "A-1"

FIRE INSPECTOR TWO UPON RETIREMENT  
ADD ONE TO TRAINING

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	7	7	7	7	28
D/C	1	1	1	1	4
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	2				2
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	4 (On Average)				4
					<u>200</u>

Exhibit "A-2"



**DISTRICT CHIEF A SHIFT UPON RETIREMENT  
ADD ONE TO TRK. #4 A SHIFT**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	8	7	7	7	29
D/C	0	1	1	1	43
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	2				2
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	4 (On Average)				4
					<u>200</u>

Exhibit "A-3"

**DISTRICT CHIEF B SHIFT UPON RETIREMENT  
ADD ONE TO B SHIFT TRK #4**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	8	8	7	7	30
D/C	0	0	1	1	2
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	2				2
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	4 (On Average)				4
					<u>200</u>

Exhibit "A-4"

**DISTRICT CHIEF C SHIFT UPON RETIREMENT  
ADD ONE TO TRK. 4 C SHIFT**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	8	8	8	7	31
D/C	0	0	0	1	1
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	<u>47</u>	<u>47</u>	<u>47</u>	<u>47</u>	<u>188</u>
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	2				2
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	4 (On Average)				4
					<u>200</u>

Exhibit "A-5"

**DISTRICT CHIEF D SHIFT UPON RETIREMENT  
ADD ONE TO TRK. #4 D SHIFT**

	A	B	C	D	TOTAL
RESCUE 1	4	4	4	4	16
E-2	3	3	3	3	12
E-4	3	3	3	3	12
E-7	3	3	3	3	12
E-8	3	3	3	3	12
E-9	3	3	3	3	12
E-10	3	3	3	3	12
E-13	2	2	2	2	8
E-14	2	2	2	2	8
E-15	3	3	3	3	12
T-2	9	9	9	9	36
T-4	8	8	8	8	32
D/C	0	0	0	0	0
A/C	1	1	1	1	4
A/C Driver	0	0	0	0	0
	47	47	47	47	188
HYDT. TR.	2				2
M/M & A/M	2				2
FIRE INSP.	2				2
FIRE PREV.	1				1
DEP. CHIEF	1				1
TRAINING	4 (On Average)				4
					<u>200</u>

Exhibit "A-6"

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	Capt	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	Lt	7	Engine 10	Lt	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	Capt	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	Capt	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	Lt	3	Engine 7	Lt	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	Capt	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