

**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.