

**COLLECTIVE BARGAINING AGREEMENT**

between

**LOCAL UNION NO. 669  
OF THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO**

and

**THE CITY OF SCRANTON**

Effective Term:

**JANUARY 1, 1996 - DECEMBER 31, 2002**



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**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
RECOGNITION**

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

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

**ARTICLE III  
UNION RIGHTS**

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

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entitled to forty-eight (48) non-cumulative compensated hours per year to perform these duties.

2. In addition to the time described above, the Union representatives shall be provided up to seven (7) days time off with no reduction in pay to conduct other official Union business.

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

4. In addition to the release time discussed above, Union officials shall be granted such additional release time with pay by the City as is required to perform their official duties under this contract or on behalf of the Union provided, however, that subsequent to the utilization of such time the Union provides the City with written certification that such release time with pay was necessitated by the performance of the hereinbefore described duties and that the Union official could not reasonably have performed such duties on non-compensated time.

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

**ARTICLE IV  
MAINTENANCE OF MEMBERSHIP AND AGENCY FEE**

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

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

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

4. All employees who do not become Union members after the effective date of this Agreement shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward administration of this Agreement, an amount equal to the regular monthly dues and assessments of the Union. Upon failure to pay the charge, the Employer shall discharge the employee when advised by the Union.

#### ARTICLE V DISCRIMINATION

1. The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color or national origin.
2. The City agrees not to discriminate against membership of the Union and the Union agrees not to discriminate against employees of the Fire Bureau who are not members of the Union and, in addition thereto, the parties agree that they shall not interfere with each other or with employees in the exercise of the rights guaranteed by law.
3. The parties recognize and agree to abide by the intent of the provisions of the File of Council No. 47 of 1980 regarding the residency of a bargaining unit member.

#### ARTICLE VI NO STRIKE OR LOCKOUT

1. In respect of the property and rights of all men and the laws governing same, the City and Union agree that neither they nor their members or representatives individually or collectively will cause, permit approve or take part in any strike, or lockout and that the Union will

not engage in picketing, sit-down, stand-in, intentional slow-down, or refusal of overtime or assigned work in direct support of any strike, while at the same time the Union and its employees shall enjoy their constitutional rights excepting as limited hereby.

#### ARTICLE VII HOURS OF WORK

1. The work week for fire suppression personnel shall be the 42 hour week and use the 10/14 approach and a four platoon system.
2. Both the Union and the City recognize that a reduction in fire fighter strength and not extending the existing work week may well preclude staffing of all existing fire stations. To establish on a permanent basis the most effective number and locations of fire stations, a fire services study shall be funded by a state grant. This study will be overseen by a committee chaired by the Recovery Plan Coordinator and consisting of the following members:

- The Mayor (or his designee)
- A representative of City Council
- The Fire Chief
- Two representatives of the Union
- A City business representative appointed by the Plan Coordinator
- A citizen representative appointed by the Plan Coordinator

If scheduled to work, Union representatives will be permitted to attend meetings and perform reasonable Committee functions directly related to the Committee as authorized by the Committee on a uniform, nondiscriminatory basis, which authorization shall not be unreasonably withheld, on City time with no adjustment of schedule.

The study shall be completed by no later than eight months from the execution of this Agreement.

agreement is not possible, subjected to final and binding arbitration. Nonfire suppression personnel will observe the same holidays as other City Hall employees.

5. No bargaining unit member shall lose a vacation scheduled for 1993 as a result of the reduction in force. To the extent that it should prove necessary to reschedule vacations to accommodate the diminished work force, the Union and Fire Chief shall mutually agree on the conditions that would necessitate such rescheduling and the most effective and equitable manner in which they shall be rescheduled. However, no employee shall have a vacation rescheduled as a result of being bumped.

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

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

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

9. In the event of a call out of "off duty" personnel the following procedure shall be followed:

- (A). The balance of the companies shall respond to the fire.
- (B). All fire inspectors shall be called to report to the scene of the fire.
- (C). The Superintendent of Fire or his designee shall notify the dispatcher of which shift he wants called out.
- (D). All Assistant Chiefs shall be provided with beepers that would be activated by the dispatcher notifying them to immediately call into dispatch for instructions.
- (E). In the event that the Assistant Chief is unavailable to respond to the beeper, it would be his responsibility to make sure the next in command line would have access to the beeper.

3. Recognizing that the reduction in fire suppression personnel contemplated by this Agreement may occur prior to the conclusion of the study, the City agrees that in order to accommodate the reduced force pending receipt of the study, the following actions shall be taken and companies shall be closed in the following order as the manpower proportionately is reduced and the reduced number of stations shall be manned in accordance with seniority:

- 1. Engine 14 shall be taken out of service
- 2. Engine 13 shall be taken out of service
- 3. Rescue 1 shall be reduced from four to three bargaining unit members
- 4. Attack 1 shall be relocated to Fire Headquarters
- 5. Engine 10 shall be reduced from three bargaining unit members to two
- 6. Engine 15 shall be reduced from three bargaining unit members to two
- 7. Engine 7 shall be reduced from three bargaining unit members to two
- 8. Engine 8 shall be reduced from three bargaining unit members to two
- 9. Engine 2 shall be reduced from three bargaining unit members to two

Under no circumstances shall either Truck 2, Engine 4 or Truck 4, Engine 9 be operated with less than three (3) bargaining unit members.

Upon receipt of the study the City and Union shall immediately reach agreement upon the staffing levels of each of the remaining fire stations and shall man those stations in accordance with the seniority bidding process as is currently in effect. In the event that the parties cannot reach agreement, the issue shall be submitted for final and binding arbitration on an expedited basis. In reaching his/her decision, the Arbitrator shall take into consideration the safety of the fire fighter and the needs of the City.

4. Nonfire suppression personnel shall work a 40 hour work week under the schedule now in effect. Any change in the existing schedule will be negotiated with the Union and, if

(F). The Assistant Chief or Acting Assistant Chief shall then call the officers of all companies assigned to his shift. 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 men should have access to the telephone numbers of the company men with whom they work.

(G). The Assistant Chief or acting Assistant Chief and officers shall then report to the Command Center at the fire scene with list verifying who he has called with the time on which the called was placed and provide that list to the fire fighter in charge at the Command Center.

(H). 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.

(I). 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.

(J). A lag system shall be instituted in Command Center and each man must check in and out or no overtime will be paid.

(K). Release of men from scene is at discretion of Superintendent or his designee.

(L). In case of a discrepancy that arises from a call out, a review board consisting

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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.

(M). For the purpose of this paragraph, the term "Off duty" shall not include any Bargaining Unit personnel who are on vacation, holiday or injured.

(1). "Vacation" shall be defined as the period commencing the shift immediately following the employee's last scheduled shift and ending with the start of his next scheduled work day.

(2). "Holiday" shall be defined as the shift and the twenty-four (24) hour period to which the holiday is charged.

(N). No Bargaining Unit member shall be compensated for work performed at a fire scene covered by this paragraph unless such work was performed pursuant to a call out made in accordance with this paragraph.

(O). 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.

6. The provisions of an Agreement dated May 9, 1990 regarding the Fire and Rescue Unit

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are incorporated by reference into this Agreement.

**ARTICLE VIII  
WAGES**

1. The base wage rate paid to a 2nd Year Private within the bargaining unit during this Agreement shall be as follows:

(A) January 1, 1996	\$32,337.74
(B) January 1, 1997	\$33,237.74
(C) January 1, 1998	\$34,137.74
(D) January 1, 1999	\$35,037.74
(E) January 1, 2000	\$35,937.74
(F) January 1, 2001	\$36,837.74
(G) January 1, 2002	\$37,737.74

2. The base wage rate paid to ranks above that of Private shall by current category be separated by two percent (2%) between each category as follows:

RANK	1 January 1996	1 January 1997	1 January 1998	1 January 1999
Deputy Chief	\$36,417.55	\$37,431.10	\$38,444.64	\$39,458.19
Assistant Chief	\$35,703.48	\$36,697.15	\$37,690.83	\$38,684.50
District Chief	\$35,003.41	\$35,977.60	\$36,951.79	\$37,925.98
Fire Inspector	\$35,003.41	\$35,977.60	\$36,951.79	\$37,925.98
Prevention Officer	\$35,003.41	\$35,977.60	\$36,951.79	\$37,925.98
Master Mechanic	\$35,003.41	\$35,977.60	\$36,951.79	\$37,925.98
Assistant M/Mechanic	\$34,317.07	\$35,272.16	\$36,227.24	\$37,182.33
Hydrant Inspector	\$34,317.07	\$35,272.16	\$36,227.24	\$37,182.33
Captain	\$34,317.07	\$35,272.16	\$36,227.24	\$37,182.33
Admin./Captain	\$34,317.07	\$35,272.16	\$36,227.24	\$37,182.33
Lieutenant	\$33,644.18	\$34,580.54	\$35,516.90	\$36,453.26

RANK	1 January 1996	1 January 1997	1 January 1998	1 January 1999
Chauffeur	\$32,984.49	\$33,902.49	\$34,820.49	\$35,738.49
2nd Year Firefighter	\$32,337.74	\$33,237.74	\$34,137.74	\$35,037.74

RANK	1 January 2000	1 January 2001	1 January 2002
Deputy Chief	\$40,471.74	\$41,485.28	\$42,498.83
Assistant Chief	\$39,678.17	\$40,671.84	\$41,665.52
District Chief	\$38,900.17	\$39,874.35	\$40,848.54
Fire Inspector	\$38,900.17	\$39,874.35	\$40,848.54
Prevention Officer	\$38,900.17	\$39,874.35	\$40,848.54
Master Mechanic	\$38,900.17	\$39,874.35	\$40,848.54
Assistant M Mechanic	\$38,137.42	\$39,092.51	\$40,047.59
Hydrant Inspector	\$38,137.42	\$39,092.51	\$40,047.59
Captain	\$38,137.42	\$39,092.51	\$40,047.59
Admin./Captain	\$38,137.42	\$39,092.51	\$40,047.59
Lieutenant	\$37,389.62	\$38,325.98	\$39,262.34
Chauffeur	\$36,656.49	\$37,574.49	\$38,492.49
2nd Year Firefighter	\$35,937.74	\$36,837.74	\$37,737.74

3. In addition to the foregoing, each member of the bargaining unit who was on payroll (including work-related and non work-related paid leave) for the period from January 1, 1996 to December 31, 1996 shall receive two one-time lump sum bonuses of Four Hundred Fifty (\$450.00) Dollars each with the first bonus being payable on January 1, 2001 and the second bonus payable on January 1, 2002. Employees and former employees who were on payroll for less than a full year shall receive 1/26 of the Nine Hundred Dollar bonus for each full two week period that he was on payroll.

**4. Payment of Wage Increases**

1. The increase in base wage represented by the wage increases provided by this Agreement that are effective as of January 1, 1997, January 1, 1998, January 1, 1999 and January 1, 2000 shall first be included in the regular biweekly pay of the

bargaining unit as of January 1, 2000.

2. Retroactive wages occasioned by the January 1, 1997, January 1, 1998 and January 1, 1999 wage increases, and resultant impact upon base hourly rate, that are thus accrued until January 1, 2000, shall be paid to the affected bargaining unit members, or, if appropriate, retired bargaining unit members or their estates, in equal parts on the first pay day next following:
  - (A) January 31, 2000
  - (B) May 1, 2000
  - (C) January 31, 2001

**5. Payment of Damages from Arbitration Award**

- (A) The City shall pay \$250,000.00 in damages arising from the award of Arbitrator Brogan in the grievance arbitration award involving the payment of overtime up to and including December 31, 1995. Said moneys shall be paid by the City in the first paycheck next following February 1, 2000.
- (B) The Union agrees to waive its pending claim for additional payment of any additional overtime during Fiscal Years 1996, 1997, 1998, 1999, 2000, 2001 and 2002.
- (C) Provided that the City continues to comply with all of the provisions of Article VII with regard to the reduction in the Fire Department complement, the Union agrees to forgo any further efforts to compel the payment of additional overtime pursuant to the principles set forth in Arbitrator Brogan's Award. It is recognized and agreed that the \$500,000.00 in overtime provided in Brogan is a maximum amount, and not a guarantee, to provide overtime coverage at minimum levels until such time as the Fire Study Report process described herein before is completed.

(D). All overtime worked by bargaining unit members, regardless of rank, to achieve compliance with the terms of the Award shall be compensated, regardless of rank, at the rate paid to a second year firefighter.

6. Effective July 1, 1993, any Fire Fighter first employed on or after the date on which the parties hereto ratified the terms of the 1991-1993 collective bargaining agreement shall be compensated as follows:

- (A). 80% of a 2nd Year Fire Fighter's base wage rate during the first year of employment; and
- (B). 100% of a 2nd Year Fire Fighter's base wage rate as of the first day of the second year of employment.

All current members of the bargaining unit who were first employed on or after the date on which the parties hereto ratified the terms of the 1991-1993 collective bargaining agreement shall receive a base wage adjustment as of July 1, 1993 in accordance with the above, i.e., to the extent that they are still in the first year of their employment as of the date on which this Agreement is ratified, they shall as of July 1, 1993 receive 80% of the base wage of a 2nd Year Private as set forth above; to the extent that they have been employed one year or more on or after July 1, 1993, they shall receive 100% of the Fire Fighter's base as of July 1, 1993. This section shall not be construed to require a pay adjustment for time worked prior to July 1, 1993.

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

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



7. It is recognized and agreed that the City is operating under a Recovery Plan for the duration of this Agreement and that the wage structure provided above is a direct result of that Plan. However, such Plan has also projected certain improvements in the City's relative fiscal position during each year of this Agreement. In the event that City's financial recovery as projected by and contained in the Plan should exceed such projections by June 30, 1994 or January 1, 1995, the Union may initiate bargaining with regard to a wage reopener prior to June 30, 1994 or January 1, 1995. If the parties are unable to agree upon a wage adjustment representative of the extent to which the Plan results exceeds projections, the Union may initiate arbitration in accordance with the provisions of this Agreement to resolve that dispute. Said resolution shall have the same legal force and effect as if reached pursuant to the provisions of Act 111. The initial determination as to whether the City's financial recovery as projected by and contained in the Plan has exceeded such projections by June 30, 1994 or January 1, 1995 shall be made by the Plan Coordinator and such determination shall not be upset unless demonstrated to be arbitrary and capricious.

8. All past agreements between the parties, all prior arbitration awards between the parties including all of the provisions of said agreements and awards, and all of the past practices of the City of Scranton which inure to the benefit of the bargaining unit shall be continued, and are hereby incorporated by reference herein as fully as though the same were set forth at length, and are hereby made a part hereof, except as the same are specifically and expressly modified herein.

9. Wages shall be paid to employees on a bi-weekly basis. Paychecks shall be made available to the members of the bargaining unit by noon on payday, except the night shift may be paid on the night before payday.

10. In addition to base salary, all bargaining unit employees shall receive longevity pay as

follows:

NUMBER OF YEARS	% OF ANNUAL BASE
2-3	2%
4-5	3%
6-7	4%
8-9	5%
10-11	6%
12-13	7%
14-15	8%
16-17	9%
18-19	10%
20-21	11%
22-23	12%
24-25	13%
26-27	14%
28-29	15%
30+	16%

Longevity payments shall begin and/or be increased on the employee's anniversary date. Effective July 1, 1993 and for the duration of this Agreement there shall be a maximum longevity payment of 10% for any bargaining unit employee who currently receives 10% or less. To the extent that a member of the bargaining unit was receiving as of July 1, 1993 in excess of 10%, that individual shall be frozen at that current percentage level.

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

9. A Fire Fighter working at a higher rank shall be paid at the rate of the higher rank

if acting for a complete regular shift or longer.  
10. A bargaining unit member shall not be eligible for scheduled overtime for the twenty-four hour period following a sick leave period.

#### ARTICLE IX COURT APPEARANCE COMPENSATION

1. Every Fire Fighter who is ordered to appear on his own time before a judicial or administrative body, when the Fire Fighter is required to attend such hearing as a prosecutor or witness in connection with his official duties and shall receive a minimum of three (3) hours at the employee's straight-time rate of pay, less any payment by that court or administrative body for such appearances.
2. In the event an employee is notified of selection for jury duty, the employee shall, within forty-eight (48) hours, advise the City. If the employee is then required to serve that jury duty, the employee shall be scheduled off for the entire day on which jury duty is served i.e., for twenty-four (24) hours. The current practice of payment for jury duty shall continue. The employee shall remit to the City any payment by the court for jury duty served.
3. In the event that any member of the bargaining unit shall become involved in any civil or criminal proceeding arising from the scope of the employee's employment for which the employee is not clearly culpable, the City shall provide legal representation, free of charge, to protect the interests of that employee in all stages of such proceedings.
4. The City shall hold the bargaining unit members harmless, and otherwise reimburse, for all liability and expenses (including attorneys' fees, court costs, lost Wages) incurred as a result of the employee's performance of the duties of his/her position.

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#### ARTICLE X CLOTHING ALLOWANCE

1. The City shall pay Seven Hundred Thirty Dollars (\$730.00) per year allowance for clothing Payable on the first day of June unless the parties mutually agree on a different method or time of payment of the allowance.
2. In order to be eligible for the clothing allowance, the employee must have been first employed as a member of the bargaining unit on or before June 1 of the contract year in which it is payable.
3. The City shall have the right in its discretion to require the members of the bargaining unit to wear dress uniforms while working. However, the City shall not require that dress uniforms be worn to and from work.
4. In addition to the clothing allowance provided in Section 1, the City shall pay for the first issue of any uniform or equipment change that it requires of members of the bargaining unit.

#### ARTICLE XI VACATION AND HOLIDAYS

1. Current members of the bargaining unit shall be entitled to vacation according to the following schedule:

	Fire Suppression	Non-Suppression
Less than one year of service	4 days	5 days
More than one year, less than ten years	16 days	15 days
More than ten years	20 days	20 days

Fire inspectors and others that usually work the 40 hour week shall be entitled to the number of vacation days as described in previous agreements, but must take their allotted time in increments of five consecutive working days.

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Fire suppression personnel will take vacations in multiples of 4 day blocks of time, using four consecutive shift days.

2. Bargaining unit members shall be permitted to split their vacation entitlements in periods in accordance with existing practice throughout the year. If, during a period of vacation an employee would have been entitled to one or more "Kelly Days," that "Kelly Day" or days shall be included in and be part of the employee's vacation.

3. The holiday program in effect at the commencement of this Agreement shall be applicable for the duration of this Agreement. In addition to the holidays provided by that program, bargaining unit members shall also be entitled to Martin Luther King Day.

4. No personal holiday shall be charged during the vacation period.

5. Each member of the bargaining unit shall be entitled to receive two (2) personal leave days during each year of this Agreement. The employee shall request these leave days at least one (1) shift prior to the date of its intended use. Such leave request shall not be unreasonably denied.

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

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

8. Holidays observed by City Hall employees are also to be observed by bargaining unit members employed on a regular work week basis, i.e., the Fire Prevention Bureau, the Repair Shop,

the Hydrant Division, etc.

9. No holiday shall be charged as a result of sickness or injury, unless an individual is sick or injured for ten (10) work days in the month.

10. All vacations shall be picked by seniority by January 5th for spring and fall and by February 1st for summer vacations.

11. In the event that a member of the bargaining unit commences retirement after selecting a vacation from May 1 through August 31, the vacation period shall not be redistributed without the written consent of the Union.

12. No employee shall be charged with the use of vacation time for time spent as a member of the military reserves.

#### ARTICLE XII SICK LEAVE

1. The sick leave program maintained by the City as of December 31, 1978 shall be continued in effect for the duration of this Agreement for all employees who first became members of the bargaining unit on or before December 31, 1978.

2. The following sick leave program shall apply only to individuals who first became members of the bargaining unit on or after January 1, 1979:

(A). Full-time employees shall be allowed 1.5 days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is in active pay status for ten (10) or more working days. Employees shall be eligible to take such leave after thirty (30) days service with the Employer.

(B). Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of two hundred forty (240) days; however, to the

extent that an employee has as of July 1, 1993 accrued in excess of that amount, he shall retain the number of days accrued as of that date.

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

(D). For unused sick days accrued prior to July 1, 1993 - 50% of all sick leave accrued between January 1, 1979 and up to July 1, 1993 at the hourly rate of pay then prevailing to a maximum of two hundred (200) days and 33 1/3% of the remaining days to a maximum of three hundred sixty (360) days.

(E). For unused sick days accrued on or after July 1, 1993 - 25% of all sick leave accrued on or after July 1, 1993 at the hourly rate of pay then prevailing.

(F). A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absences of less than three (3) days, a doctor's certificate may be required where the Employer has reason to believe that the employee is abusing his/her sick leave privileges.

(G). Where sickness in the immediate family requires the employee's absence from work, employees may use not more than six (6) days of such sick leave entitlement in each calendar year for that purpose. Immediate family is defined as

the following persons residing in the employee's household: husband, wife, child or parent of the employee. The Employer may require proof of such family sickness in accordance with Section (c) above.

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

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

4. Employees who are members of the bargaining unit on or before December 31, 1978 shall be permitted to participate in the sick leave program described in Section 2 of this Article XII under the following conditions:

(A). Each such employee shall be entitled to make a one-time non-revocable election to participate as of January 1, 1991.

(B). The election shall only be made on a form mutually agreeable to the parties and filed with the Superintendent of Fire from December 1, 1990 to the close of business on December 31, 1990.

(C). If an employee should so elect, the employee shall commence participation in the sick leave program with zero accumulated days as of January 1, 1991.

**ARTICLE XIII  
LEAVE OF ABSENCE WITHOUT PAY**

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

**ARTICLE XIV  
BEREAVEMENT PAY**

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

**ARTICLE XV  
HEALTH AND LIFE INSURANCE**

1. Effective July 1, 1993 and subject to the provisions and conditions of this Article, the City shall provide all active members of the bargaining unit, their spouses and dependents with the complete Access Care program as well as the existing Vision and Dental Programs.
  - A. Effective with the mutual ratification of this Agreement, and subject to the provisions and conditions of the Article, the City shall provide all active members of the bargaining unit, their spouses and dependents with the complete Access Care (preferred) or its successor Access Care Program as well as existing vision and dental programs. Provided, that if Blue Cross continues to offer Access Care I,

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in its present form, the City shall provide it.

- B. If the City should provide Access Care 2 (preferred) as described herein, then the City shall thereafter pay each recipient a sum equal to the difference in monthly premium between the Access Care 1 as presently capped and Access Care 2 (preferred) that is provided to the recipient. The payment shall be made in the first paycheck of each month for the prior calendar month. In the event that during the term of this agreement, the provider should no longer offer Access 1, then the difference shall be based upon the actual difference of the premium last charged before the complete abolition of Access Care 1 but not to exceed the cap.

2. In the event that any active bargaining unit member should determine to remain on the traditional Blue Cross/Blue Shield/Major Medical program as it existed prior to July 1, 1993, he/she shall be permitted to do so provided that he/she agrees in writing to have deducted, on a biweekly basis, the difference between the City's total cost for his/her traditional Blue Cross/Blue Shield/Major Medical health insurance and the City's then current cost to that employee of providing the complete Access Care program as well as the existing Vision and Dental Programs. Such bargaining unit employee may also voluntarily waive in writing coverage under the existing Vision and Dental programs and utilize such savings as an offset against any payment due by reason of the election provided for herein. Such election shall remain in effect until the first day of the month next following the City's receipt of the written revocation of that election.

3. The City's liability for the health insurance benefits described herein shall be as follows:

- A. During calendar year 1993 the City shall pay the following total amounts:

Family            \$6,622

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Single	\$2,461
Husband/Wife	\$6,174
Parent/Child	\$4,865
Parent/Children	\$5,246

B. As of January 1, 1994, the City shall be responsible for 50% of any increases in the cost of health care for the active bargaining unit employee beyond that provided above in subsection (A) and the active bargaining unit employee shall be responsible for the balance of such increases.

C. As of January 1, 1994, the City shall be responsible for 75% of any increases in the cost of health care for the retired bargaining unit employee who retired on or after January 1, 1994 beyond that provided above in subsection (A) and the retired bargaining unit employee who retired on or after January 1, 1994 employee shall be responsible for the balance of such increases.

D. Before any such charge shall be effective, the Union shall be notified in writing immediately upon the City's receipt of any proposed increases, but not less than thirty (30) calendar days in advance of the effective date of such increases and shall simultaneously be provided with supporting documentation from the insurance carrier demonstrating the exact nature and effective date of such increases.

E. The active bargaining unit employee's share of the increase shall be

divided equally among the paychecks for the year and only one single payment by the employee shall be deducted from each paycheck.

F. The parties shall reach written agreement for the procedure to be utilized for the payment of such additional monies by the retired bargaining unit employee who retired on or after January 1, 1994.

3. Health Care Committee

A. Within thirty (30) days of the ratification of this Agreement, the parties shall establish a Health Care Committee that shall remain in existence for the duration of this Agreement. The Committee shall be comprised of the Plan Coordinator, two representatives designated by the City and two bargaining unit members designated by the Union. If permitted by its collective bargaining agreement with the City, the Committee shall also be comprised of a like number of representatives from the Union. Attorneys for the parties shall be *ex officio* members of the Committee. All actions of the Committee must be by unanimous vote.

B. The Committee shall meet as often as necessary to perform its function. All parties agree that they shall consider the performance of the duties attached to the Committee as a contractual priority and shall only designate representatives to the Committee who will make all reasonable efforts to devote the necessary time and interest to the activities of the Committee to maximize its potential for the

successful completion of its function and purpose. If scheduled to work, Union designees will be permitted to attend meetings and perform reasonable Committee functions directly related to the Committee as authorized by the Committee on a uniform, nondiscriminatory basis, which authorization shall not be unreasonably withheld, on City time with no adjustment of schedule.

C. The purpose of the Committee shall be to examine and consider alternative health care plans, benefits, providers, delivery mechanisms and structures that will continue to provide high quality health care benefits to the bargaining unit members and their families in a manner that will diminish or eliminate copayments.

D. The City shall fund the retention of a national health benefit consulting firm that is acceptable to the Union to assist the Committee in its efforts. Upon initial retention the consultant shall perform a study of the existing benefit structure and provide the Committee with initial factually specific suggestions and proposals to accomplish its purposes. Thereafter, and to the extent that further action is required, the consultant shall assist the City in preparing and distributing requests for proposals or other documents deemed necessary by the Committee to implement its decision. The consultant shall be instructed that its role is that of an expert neutral, that it owes a duty of loyalty to the entire Committee alone, and that any and all communications by it are to be shared simultaneously and equally

with all members of the Committee.

E. The Committee shall not have the power to bind its appointing principals. There shall be no change in the health care provisions of this Agreement unless and until such change is ratified by the Union's general membership.

F. In the event that the City should decline to act upon an Union position that a particular change or modification in the alternative health care plans, benefits, providers, delivery mechanisms and structures that had been examined by the Committee should be adopted and such change will not increase the City total cash outlay beyond that provided herein, the Union may seek arbitration of that dispute in accordance with the terms of this collective bargaining agreement. If such should occur and the arbitrator is so persuaded by the Union, the arbitrator is specifically empowered to modify this Agreement to adopt such Union position.

G. The City shall fully cooperate with the Committee by making available to it any and all records or other documents that it reasonable requires for the performance of its duties and functions and by fully and promptly cooperating with any and all decisions of the Committee regarding the investigation and potential placements of alternative health care devices.

H. It is recognized and agreed that the formation and performance of the

paycheck next following the completion of the month for which the revocation was in effect and shall not be considered compensation for pension deduction purposes.

5. The City shall provide at its own cost to each member of the bargaining unit Fifty Thousand Dollars (\$50,000) of life insurance and to each member of the bargaining unit who retires on or after January 1, 1981 life insurance that is equivalent to that provided during the same period of time by the City to the members of the Scranton Police Department and members of that Department who retire on or after January 1, 1981.

6. The employees shall be entitled to a vision Care program as underwritten by Health Service, Inc. and available to other City employees.

7. The City reserves the right to select an alternative health insurance carrier provided that the health insurance program offered by such alternative health insurance carrier is equivalent to the program offered by the replaced carrier.

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

9. Commencing with the mutual ratification of the 1991-1993 Agreement, the City will offer, on a voluntary basis, access care BC/BS health coverage, or equivalent, to the employees in

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Committee provided for herein is on an experimental basis in a mutual effort to provide quality health care at the most cost effective premium. If the Committee is to perform its purpose and function, an open and frank exchange of ideas must be able to occur. Therefore, the parties mutually agree that neither shall make direct or indirect reference to the existence, function or any activities of the Committee or either party's action (or inaction) based thereon in any future proceedings between the parties.

4. With the exception of a bargaining unit member who is married to another employee of the City, a bargaining unit member may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:

A. The election that shall be in writing shall be effective as of the first day of the month next following the City's receipt of the notice; and

B. The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the City's receipt of that notice; and

C. For each full month that the revocation is in effect the bargaining unit member shall monthly receive 40% of the City's savings attributable to that election, i.e., the gross cost of providing the benefits provided by this Agreement. The money shall be paid to the bargaining unit member in the

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the bargaining unit. The option to change from the existing plan to the access care plan will be for a twelve (12) month period from the day first covered. The City will pay each employee upon opting for access care, fifty percent (50%) of the savings realized monthly, reduced by appropriate payroll tax deductions.

#### ARTICLE XVI PENSION AND RETIREMENT

1. Effective January 1, 1975 the terms of the police pension system shall be substituted for that of the fire fighters' pension system. However, the pension payments provided hereunder shall be calculated on the basis of the fire fighter's salary.
2. All retirees who retire after January 1, 1975 shall be the beneficiary of a pension plan on the same basis as the police widows.
3. Effective January 1, 1979 the surviving spouse of a bargaining unit member who dies after that date shall be entitled to receive a surviving spouse pension benefit if the deceased member of the bargaining unit was eligible to receive a benefit at the time of death.
4. Effective January 1, 1980, the City shall maintain in effect a City-paid life insurance policy in the amount of Seven Thousand Five Hundred Dollars (\$7,500) on the life of any employee who retires after that date.
5. **Retiree Health Insurance**  
(A). The City shall continue to provide, free of charge, the health insurance benefits in effect prior to July 1, 1993 to any member of the bargaining unit and his spouse and dependents who retired on or before December 31, 1993 for the life of the retired bargaining unit member and that of the spouse. Said benefits shall be subject to the parties' settlement agreement of January 24, 1991 that shall be incorporated in this Agreement as Exhibit "B".

(B). The City shall continue to provide the health insurance benefits set forth in Article XV to any member of the bargaining unit and his spouse and dependents who was first employed as a bargaining unit member on or before June 30, 1993 and who retired after December 31, 1993 for the life of the retired bargaining unit member and that of the spouse. Said benefits shall be subject to the parties' settlement agreement of January 24, 1991 that shall be incorporated in this Agreement as Exhibit "B" and the provisions of this Agreement regarding copayment. Any employee first hired as a member of this bargaining unit after the date on which the parties mutually ratified and otherwise satisfied the conditions for the effectiveness of this Agreement shall not be eligible to receive employer paid health insurance benefits upon retirement.

6. Each Fire Fighter who retires on the basis of longevity of service and age shall receive a one time benefit equal to one (1) month's pay for 25 to 29 years of service in the Fire Department, two months pay for those hired prior to January 1, 1964 and 1 1/2 month's pay for 30 or more years of service in the Fire Department by those hired after January 1, 1964. Fire Fighters who retire on disability after having completed twenty-five (25) or more years of service in the Fire Department shall be eligible for this benefit.

In addition to the foregoing, the City shall pay a one time retirement incentive of \$7,500 to those members of the bargaining unit who elect to retire on May 1, 1998 and up to and including thirty days after mutual ratification of this Agreement.

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

ARTICLE XVII  
SENIORITY

1. The seniority principle shall be applied in the Scranton City Fire Department on a department-wide basis and shall include every position in the Scranton City Fire Department with the exception of the Chief Clerk to the Superintendent of Fires. Effective January 1, 1991, the position of Chiefs Drivers shall be eliminated and the individuals therein shall bump in accordance with their seniority.

2. When a new position is created or a vacancy occurs during the year, bidding shall take place within the next thirty (30) days after the position is created or the vacancy occurs.

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

4. The fire officer shall be permitted a testing period of thirty (30) days in which to qualify for the position which he seeks by bidding. Nothing herein shall prevent the City from reassigning an individual if the City believes that the individual is not qualified to perform the work for the particular position. Any such action by the City shall not be subject to the grievance procedure as defined in the Arbitration Award for 1973 but in lieu thereof there shall be established, no later than August 28, 1977, a Seniority Appeals Panel comprised of:

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

Panel members (2) and (3) shall be, whenever possible, those individuals who served in the respective position during the shift then being worked by the individual appellant. The decision of the majority shall be final in determination of the appeal. The decision shall be within ten (10)

days from the date, subject to review by the grievance and arbitration process in accordance with law. The appellant may request the Panel's decision in writing which shall set forth the reasoning of same.

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

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

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

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

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

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

The only reason that an employee shall be temporarily involuntarily transferred is due to a

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

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

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

#### ARTICLE XVIII JOB CLASSIFICATIONS AND TRANSFER

1. The City agrees with the Union that there shall be no arbitrary or capricious changes in job classifications, the transfer of personnel or the reduction in force, or the creation of new job classifications which are not subjects for dispute under the grievance procedure.

2. Any member of the bargaining unit who is involuntarily displaced by reason of the elimination of his position shall be assigned to work within the bargaining unit consistent with the rank that he held immediately prior to assuming the eliminated position, with unbroken seniority in that position and shall be paid at the rate provided for herein for the eliminated position (with

subsequent adjustments thereto) until such time as that individual is promoted or terminated employment with the Department.

3. Effective upon the mutual ratification of the 1991 collective bargaining agreement between the parties (a) the City not be required to fill a vacancy in the rank of District Chief, as it occurs; or (b) shall not be required to fill a vacancy for the third and fourth positions of Fire Inspector as those two vacancies occur. The individuals currently in those ranks shall remain unaffected by this provision and shall continue to be entitled to all of the provisions of employment provided by this Agreement. The City shall negotiate with the Union regarding the modification of the remaining District Chiefs' duties and the impact on the bargaining unit occasioned by this provision of the collective bargaining agreement.

4. Notwithstanding any other provision of this Agreement to the contrary, the City may eliminate the positions of Assistant Master Mechanic and Hydrant Inspector from the bargaining unit. If not eliminated by attrition, the current occupants of those positions shall be entitled to the rights set forth in Section 2 above.

5. A Chief's Driver shall be assigned to each shift for the Assistant Chief on that shift. The Chief's Driver shall be a Chauffeur who shall be selected for the position pursuant to the posting and bidding procedures set forth in this Agreement.

#### ARTICLE XIX SAFETY AND HEALTH

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

Legislature for Cities of the Second Class A by January 1, 1994, the two members of the bargaining unit who would become pension eligible in calendar year 1993 (Bernardi and Wyrzuch) will be permitted to purchase sufficient service time to immediately retire and to immediately elect the buy out upon ratification of this Agreement and will otherwise be treated as if they were then eligible for pension.

5. Only upon the occurrence of the events set forth hereinafter, the City of Scranton reserves the right to temporarily reduce the bargaining unit complement below that set forth herein. During the term of this contract, such a reduction may occur only under the following circumstances:

A. The Recovery Plan Coordinator declares a fiscal emergency exists that was not anticipated in the Recovery Plan and is of such a nature that, if it is not resolved, would result in the filing of bankruptcy proceedings by the City and is not the result of the City's refusal to enact a provision of the Recovery Plan. The payment of pending or future grievance arbitration awards shall not be considered to be such fiscal emergency.

B. The Recovery Plan Coordinator identifies the amount of additional revenue enhancements and expenditure reductions, if any, that will be required to meet the fiscal emergency as thus defined.

C. For the total expenditure reductions, if any, required by the Plan Coordinator, 25% will be assigned to the Fire Department.

D. The Plan Coordinator, Fire Chief and the Union will meet to develop strategies to implement the expenditure reductions required within the Fire Department.

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

3. Except as otherwise provided in this Agreement, the bargaining unit complement shall at all times be maintained at not less than One Hundred Fifty (150) bargaining unit members. Except as otherwise provided in this Agreement, vacancies arising in the bargaining unit that would reduce the complement below One Hundred Fifty bargaining unit members shall be filled within thirty (30) calendar days of the date that the bargaining unit member actually ceased performing service on behalf of the City. Vacancies within the rank of Private occurring as a result of the City's obligation to maintain the minimum manpower complement provided herein shall be filled by the City first employing the replacement recruit in sufficient time to commence the first mandatory recruit training at the Harrisburg Area Community College that is otherwise provided for herein that next follows the creation of the vacancy. This delay in filling the vacancies within the rank of private shall not affect the City's obligations to fill vacancies within the existing rank structure by promotion within thirty days.

4. Except as otherwise provided in this Agreement, there shall be no temporary or permanent layoffs. In that regard, layoffs may occur only as follows:

A. In the event that there are more than One Hundred Sixty Seven (167) bargaining unit members on payroll (not including those receiving severance payments) as of January 1, 1994, the City may layoff off in reverse order of seniority (excluding the Chief) those bargaining unit members in excess of that number as of that date. Once the number of active bargaining unit members as defined above has thereafter reached 150 by attrition, the City shall commence the recall of laid off employees.

B. In the event that the Military Service Bill has not been enacted by the Pennsylvania

E. In the event that it is necessary as a result of the foregoing procedure to reduce the manpower complement below One Hundred Fifty bargaining unit members by the layoff of bargaining unit employees, such laid off employees shall be recalled to employment in timely proportion to the resolution of the fiscal emergency as thus defined herein.

6. It is agreed and recognized that the Agreement of the Union to permit the reduction of the minimum manpower complement below the number set forth above is a direct and exclusive result of the unique circumstances currently obtaining within the City by reason of Act 47. Said Agreement is not intended to be, and shall not be construed to be, an acknowledgment by the Union that any number below that set forth above, or indeed even the number set forth above, is in the opinion of the Union consistent with the safety and well being of its membership. For that reason the Union's Agreement herein shall not be cited or otherwise relied upon in an future proceeding as evidence of the Union's Agreement as to the sufficiency of the manpower complement provided for herein.

#### ARTICLE XX EDUCATION AND TRAINING

1. The City shall promptly initiate and implement its regular procedures with respect to Civil Service certification of all eligible employees on the payroll of the Fire Department.
2. The City shall make immediate provisions and pay for technical training and educational course according to qualifications and inclinations. Denial of such training and educational opportunity shall not be arbitrary or capricious. Training and education in this in this paragraph shall be interpreted to include only education at a local college level.
3. The City and the Union shall establish a joint committee comprised of an equal number of representatives from both parties for the purpose of implementing an apprentice training

and fire fighting upgrading program in accordance with the apprenticeship standards approved by the Commonwealth of Pennsylvania. Such program shall be fully implemented and placed into effect no later than June 30, 1987 and shall remain in full force and effect for the duration of this agreement. The satisfactory matriculation through this program shall be a condition of employment for all Fire Fighters first hired on or after January 1, 1987. The City shall provide sufficient funding for manpower and materials for the duration of this Agreement to provide an effective and meaningful educational and training program in accordance with the preceding provisions.

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

(A). The wages of each member of the bargaining unit who possesses an Associate Degree in the course of study relating to his duties shall be increased one and one-half percent (1 1/2 %) upon presentation of evidence of such degree and by two and one-half percent (2 1/2 %) of salary upon obtaining a Bachelor's Degree in a course of study relating to his duties and by three and one-quarter percent (3 1/4 %) of salary upon obtaining a Masters Degree in a course of study relating to his duties;

(B). Each member of the bargaining unit who successfully completes the certification or recertification requirements for EMT shall be paid a sum equal to three quarters of one percent (3/4 of 1 %) of the employee's base wage rate.

5. Any member of the bargaining unit who is first employed on or after January 1, 1992 shall be sent at City expense to the Harrisburg Area Community College Fire Academy Training Program or equivalent program as agreed by the parties during the first year of employment. The Civil Service Rules and Regulations shall be amended to provide that in the event that the Fire Fighter

does not successfully complete the course of training and obtain a certificate of completion recognizing the individual as a Fire Fighter I, the individual's employment with the City shall be terminated.

#### ARTICLE XXI GRIEVANCE PROCEDURE

1. Except for acts that are specifically removed from the grievance and/or arbitration procedure, as provided in this Agreement or because of any statute, state or federal or city, excluding same, if an employee, the City or the Union disputes the interpretation or application of any specific paragraph or paragraphs of this Agreement it shall be defined as a grievance and settled in the following manner:

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

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

working days after its presentation.

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

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

Step 3: If the grievance is not satisfactorily settled, the Union or the City shall have the right to submit the grievance to the Pennsylvania State Mediation Service, provided the City or the Union presents its grievance to the said Mediation Service in writing with a carbon copy to the opposing side within five (5) working days after the Director's decision in the case of an employee or Union grievance and within five (5) working days after the decision of the Union president in the case of a City grievance. Otherwise, the right to grieve shall be lost.

The representative of the Pennsylvania State Mediation Service shall neither add to, subtract from or modify the specific provisions of this Agreement. The representative of the Mediation Service shall merely act and attempt to mediate, adjust or settle the grievance to the satisfaction of the parties involved.

Step 4: If the grievance is not satisfactorily settled, the Union or the City shall

have the right to submit the grievance to arbitration, provided it presents its demand for arbitration in writing to the American Arbitration Association with a carbon copy of demand for arbitration to the opposing party within two (2) working weeks of the notice sent to the Pennsylvania Mediation Service as described above. Otherwise, the matter shall not be arbitrable.

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

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

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

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

5. All fees and expenses of the arbitrator shall be divided equally between the parties.

Each party shall bear the cost of preparing and presenting its own case.

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

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

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

#### ARTICLE XXII FEDERALLY FUNDED EMPLOYEES

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

**ARTICLE XXIII  
SUBCONTRACTING**

1. The City shall have the right to subcontract to any private or public agency any work in whole or in part involved in ambulance service.
2. Any members of the present bargaining unit displaced as a result of said subcontracting shall be retained by the City and shall be employed in a direct fire fighting capacity.
3. The three remaining bargaining unit members that had been certified as Ambulance Lieutenants who have not otherwise been promoted shall continue to possess their current rank, but shall be paid at the rank of Lieutenant until such time as they are promoted in accordance with the Rules of the Civil Service Commission or terminate service.

**ARTICLE XXIV  
LIGHT DUTY**

1. Subsequent to the effective date of this Agreement, the parties shall meet in an effort to reach agreement on whether and under what circumstances the bargaining unit shall be subject to a "light duty" policy for both work-related and non-work related injuries and illnesses.
2. If the parties are unable to agree on these issues within sixty (60) days of the effective date of this Memorandum, either party may submit the issues to arbitration in accordance with the procedure set forth herein.

**ARTICLE XXV  
HEART AND LUNG BENEFITS**

1. In the event that any member of the bargaining unit should become temporarily incapacitated as a result of a work related injury or illness, such individual shall continue to receive his full salary and all benefits provided by this Agreement for the duration of that incapacitation.
2. In the event of an occurrence such as is described in Section 1 above, the City shall pay all reasonable medical and other expenses arising from or relating to such injury.
3. The parties recognize the desirability of establishing a final and binding hearing procedure as an alternative to the formal contractual grievance process with which to fairly administer claims arising hereunder. Subsequent to the effective date of this Agreement, the parties shall meet in an effort to reach agreement the terms and conditions of such procedure. If the parties are unable to agree on these issues within sixty (60) days of the effective date of this Memorandum, either party may submit the issues to arbitration in accordance with the procedure set forth herein.
4. The Heart and Lung Panel procedure that had previously been agreed upon by the parties shall be implemented immediately upon the completion of the Retirement Incentive Program provided herein.

**ARTICLE XXVI  
EMERGENCY MEDICAL SERVICES**

1. Immediately upon the mutual ratification of this Agreement a joint committee comprised of an equal number of City and Union shall be formed for the purpose of studying the effectuation into the City, as soon as practicable, a comprehensive EMS Program. One such program to be studied by the Committee shall be as prepared by the Union.

It is understood that the final decision on whether any EMS Program is implemented shall



be made by the City. It is agreed that if an EMS Program is effectuated, it shall be staffed by bargaining unit members.

ARTICLE XXVII  
TERMINATION, CHANGE OR AMENDMENT

1. The duration of this Agreement is for seven years commencing January 1, 1996 and terminating December 31, 2002. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by Registered Mail in accordance with the terms and conditions of Act No. 111 of 1968.
2. The parties hereto mutually agree that the execution hereof is without prejudice to their respective rights under Act 111.
3. The parties shall enter into a unified collective bargaining agreement incorporating all prior arbitration awards, as well as such changes as are reached during the Act 111 arbitration. This incorporation shall occur in not more than ten (10) working days subsequent to the rendering of the Award. After thus prepared, the document shall be signed by the appropriate representatives of both parties and shall be promptly printed at City expense for distribution to each member of the bargaining unit with thirty (30) additional copies being given to the Union.

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

(B). In the event that any Article or Section is held invalid or enforcement of or

compliance with any such Article or Section has been restrained, as set forth above in subparagraph (a), the parties shall enter into immediate collective bargaining.

REVIEWED AS TO FORM:

[Signature]  
City Solicitor

CITY OF SCRANTON

[Signature]  
Mayor

Date: 6-6-98

Date: 6-6-98

LOCAL UNION NO. 669 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS

by:

[Signature]  
President

[Signature]

[Signature]

[Signature]

Date: 6-6-98