

**COLLECTIVE BARGAINING AGREEMENT**

By and Between

**THE CITY OF SCRANTON**

And

**LODGE NO. 2305**

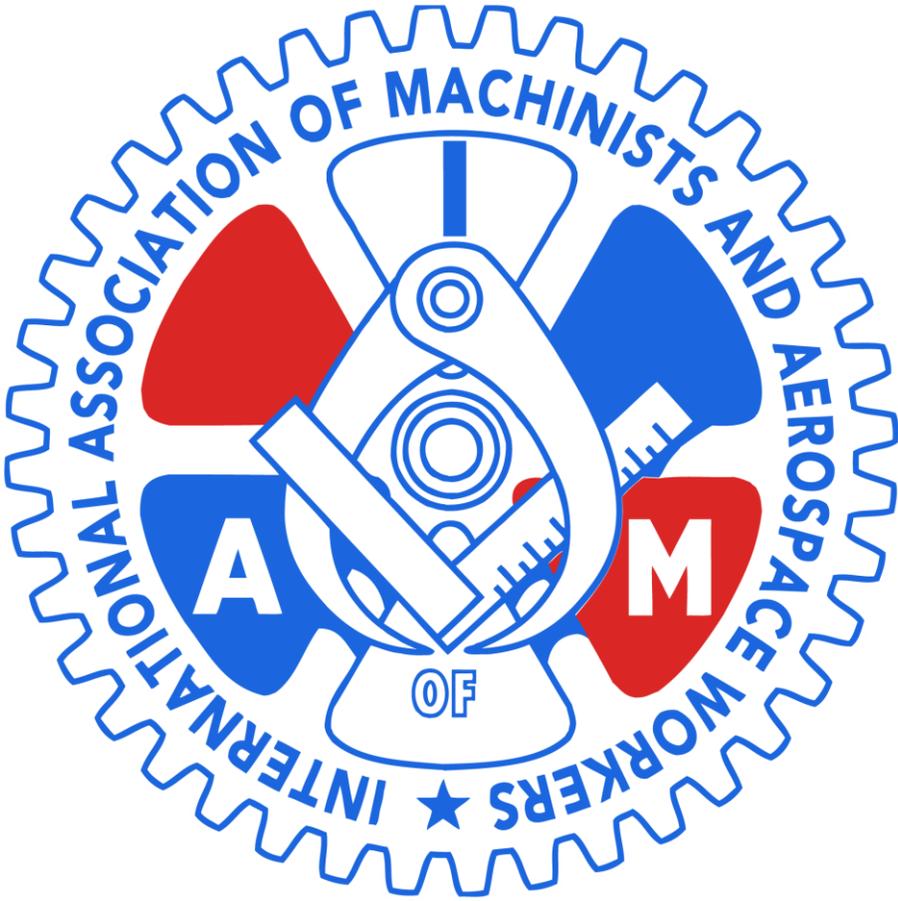
**OF THE**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**AND AEROSPACE WORKERS, AFL-CIO**

**Effective Term**

January 1, 2018 to December 31, 2021



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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement, entered into as of the date last set forth below, by and between, **CITY OF SCRANTON** (“City”) and **LODGE NO. 2305, AFFILIATED WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO** (“Union”)

### ***WITNESSETH THAT:***

WHEREAS, by virtue of a stipulated agreement entered into pursuant to an ordinance in file of Council No. 16, 1967, it was acknowledged that District No. 1 of the International Association of Machinists and Aerospace Workers, AFL-CIO, represents a majority of the employees directly under the supervision of the Directors of Public Works and Parks and Recreation of the City of Scranton, in the Bureau of Refuse, Bureau of Highways, Bureau of Parks, Bureau of Recreation and Bureau of Garage, with the exclusion therefrom of all office, clerical and professional employees, supervisors, as defined by law.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

### **ARTICLE I**

#### **BARGAINING UNIT**

**SECTION 1:** The Bargaining Unit covered by this Agreement shall include all Department of Public Works and all Department of Parks and Recreation employees employed in the following bureaus:

- (A) Bureau of Refuse
- (B) Bureau of Highways
- (C) Bureau of Parks
- (D) Bureau of Recreation
- (E) Bureau of Garage
- (F) Bureau of Engineering

**SECTION 2:** The Bargaining Unit described above shall exclude office clerical employees, professional employees and supervisors as defined by law, which are under the supervision of the Directors of the Departments of Public Works and Parks and Recreation.

**SECTION 3:** All employees whose services are of a seasonal character for a limited continuous period of time not to exceed six (6) months, in the classifications of swimming pool personnel, caretakers and playground personnel in the Department of Parks and Recreation, shall be deemed to be temporary employees and not covered by the Agreement.

**SECTION 4:** All new regular employees engaged by the City shall be deemed on a probation period for the first forty-five (45) days, with a potential fifteen (15) day extension when requested in writing to the Union. All such employees may be dismissed during the trial period without cause. After the trial period, all new employees shall become regular employees.

**SECTION 5: RESIDENCY**

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 II  
COVERAGE**

**SECTION 1:** It is the intent of the parties hereto that any Agreement entered into shall be binding upon the City and its successors and assigns, and that all of the terms and obligations herein contained shall not be affected or changed in any respect by any change in the administration or management of the City.

**ARTICLE III**  
**UNION SECURITY**

**SECTION 1:** As a condition of employment, all employees covered by this Agreement shall, forty-five (45) days after the date of the execution of this Agreement, or in the case of new employees, forty-five (45) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement. The City may require a fifteen (15) day extension when requested in writing to the Union.

**SECTION 2:** The City will within three (3) working days after receipt of notice from the Union discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

**ARTICLE IV**  
**CHECK-OFF**

**SECTION 1:** Upon receipt of a signed authorization of the employee involved, the City shall deduct from the employee's pay the initiation fee and dues payable by the employee to the Union during the period provided for in said authorization.

**SECTION 2:** Deductions shall be made on account of initiation fees from the paycheck of the employee after receipt of authorization. Deductions shall be made on account of Union dues from the second paycheck of the employee after receipt of the authorization and monthly thereafter from the second pay of the employee in each month.

**SECTION 3:** Deductions provided for in Section 1 shall be remitted to the Financial Secretary of the Union no later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The City shall furnish the Financial

Secretary of the Union, monthly, with a record of those for whom deductions have been made and the amount of the deductions.

**SECTION 4:** The parties agree that check-off authorization shall be in the following form:

**DUES DEDUCTION AUTHORIZATION**

NAME \_\_\_\_\_

CLOCK NUMBER \_\_\_\_\_

DEPARTMENT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

I hereby authorize and direct the City of Scranton, Pennsylvania to deduct from my earned pay, beginning with the current month, initiation and reinstatement fees and my regular monthly Union dues, on account of membership dues in Lodge No. 2305, International Association of Machinists and Aerospace Workers, AFL-CIO.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between the City of Scranton, Pennsylvania and Lodge No. 2305 of the International Association of Machinists and Aerospace Workers, AFL-CIO, whichever occurs sooner.

This authorization and assignment shall continue in full and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within fifteen (15) days prior to any irrevocable period hereof. Such revocation shall be affected by written notice, sent by registered mail, return receipt requested, to the City and the Union within such fifteen (15) day period.

SIGNATURE: \_\_\_\_\_

**ARTICLE V  
DISCRIMINATION**

**SECTION 1:** The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union or because of race, color, religion, sex, national origin or age. The City will not discriminate in respect to hire, tenure of

employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

**SECTION 2:** The City and Union agree that there will be no discrimination between Union and non-Union employees, nor shall there be more or less favorable treatment given to any employee covered by this Agreement.

## **ARTICLE VI DISCIPLINE AND DISCHARGE**

**SECTION 1:** The parties agree to the principle of progressive discipline and that no employee who has completed the probationary period provided herein shall be discharged or disciplined without good or sufficient cause. The City will notify the Union promptly of all discharges and suspensions and any employee who is discharged while on the premises, shall, if the employee so requests, be granted an interview with the Shop Steward before the employee is required to leave the premises.

**SECTION 2:** Should there be any dispute between the City and the Union concerning the existence of good and sufficient cause for a discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of the grievance procedure that is contained in the Agreement. Such grievance shall have a preferred status on the calendar of grievances. Any grievances concerning a discharge must be filed within ten (10) days of discharge.

**SECTION 3:** The following shall be deemed examples of good and sufficient cause of suspension of an employee, as outlined in Section 4 below:

1. Failure of an employee to notify man in charge at City prior to scheduled work shift of

intended absence.

2. Use of foul, obscene or profane language while on duty, in presence of general public.
3. Allowing any person other than employee assigned to the operation of a motor vehicle or other equipment to drive or operate such equipment without first obtaining foreman's approval.
4. Allowing loaded refuse vehicles to be parked overnight without first obtaining foreman's approval.
5. Violation of the work rules and regulations of the Department of Public Works as posted on City property.
6. Leaving work before the end of the work shift without first notifying the foreman.
7. Habitual absenteeism from work.
8. Failure to wear safety boots or safety shoes as required by the City.
9. Failure to stay with equipment unless otherwise directed by the City.
10. Failure of an employee to notify the Director of the Department of an infraction that may affect his Commercial Driver's License (CDL).

Such further reasons for the imposition of discipline shall not be effective unless they are reasonable, first submitted to the Union for good faith discussion and thereafter posted in sufficient time prior to implementation in order to advise the employees of their existence and content.

**SECTION 4:** The discipline imposed for violating any of the provisions of Section 3 shall be as follows:

- |     |                 |   |
|-----|-----------------|---|
| (A) | First offense:  | Verbal warning  |
| (B) | Second offense: | Written warning   |
| (C) | Third offense:  | Suspension to be established by the Department Director |
| (D) | Fourth offense: | Dismissal   |

**SECTION 5:**        **The following shall be good and sufficient cause for the dismissal of an employee:**

1.     Operating a motor vehicle or other equipment during the work shift while under the influence of intoxicating liquors and beverages.
2.     Giving false information for the purpose of securing compensable absence from work or other benefits to which otherwise the employee would not be entitled.
3.     **Willful abuse of City-owned property.**
4.     **Insubordination - the intentional failure and/or refusal to follow orders of immediate supervisor.**
5.     Failure of employee to report within thirty (30) minutes to the Bureau office and the Police Department any accident when injury or property damage including equipment damage occurs. Employee will not be expected to meet this requirement if there are reasons which are beyond his control.
6.     Consuming intoxicating beverages or controlled substances during working hours, including break periods, whether on or off City premises.
7.     Fighting by or striking another employee or person while on duty that does not include horseplay.
8.     Misappropriation, theft or unlawful use of City equipment, supplies or funds.
9.     Sleeping during working hours.
10.    Failure of an employee to notify the Director of the Department of a revocation of his Commercial Driver's License (CDL).

**SECTION 6:**        Any person who is discharged for consuming alcoholic beverages and/or drugs during the work shift may be entitled to reinstatement without back pay in the event that said employee voluntarily enrolls in and successfully completes an approved drug and alcohol rehabilitation program.

**SECTION 7:** Any written warnings received by an employee in accordance with the terms of this Agreement shall not be considered after the expiration of three (3) years from the date of said written warning and after such period of time said written warning shall be removed from the personnel file of the employee and destroyed.

## **ARTICLE VII SAFETY**

**SECTION 1:** The City will continue to maintain first aid facilities for the employees as previously provided.

**SECTION 2:** The City shall furnish and maintain safe and healthful sanitary conditions including clean and adequate washing facilities, toilets, soap and towels and regulations as previously provided.

**SECTION 3:** The City agrees to abide by all Federal, State and City laws regarding the safety, comfort and sanitary conditions for his employees.

**SECTION 4:** The Directors of the Departments of Public Works and Parks and Recreation or his designated Representative designated by the Union may meet monthly with the Director of the Department and/or designated City official along with designated Union official to discuss safety matters during the last hour of the bargaining unit members' work day.

**SECTION 5:** The City shall furnish and maintain first aid kits and fire extinguishers for all trucks with the drivers of each assuming responsibility for the safekeeping of said items. In addition thereto, the City shall furnish and maintain safety goggles and hard hats for all appropriate employees of the unit, with the employees themselves being personally responsible for the safekeeping.

**SECTION 6:** Employee's working on or near equipment shall wear reflective vests.

**SECTION 7:** Employees must perform their walk around prior to utilizing equipment. Failure to do so may result in responsibility for fines resulting therefrom.

**ARTICLE VIII  
PRIVILEGES AND BENEFITS**

**SECTION 1:** It is agreed that all privileges and benefits enjoyed or received by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement. Such privileges and benefits shall be continued to be enjoyed by the employees during the term of this Agreement. The Union agrees that it will not unreasonably withhold its agreement to a proposed modification of such privileges and benefits.

**ARTICLE IX  
UNION REPRESENTATION AND STEWARDS**

**SECTION 1:** The City recognizes and will deal with all the accredited representatives of the I.A.M.A.W., Shop Committee, Chief Steward and all area stewards as described below. A written list of shop committee members and stewards will be furnished to the City immediately after their designation and the Union shall notify the City promptly of any change in Shop Committee Members or Stewards.

**SECTION 2:** Stewards, and to the extent provided below designees of Stewards, shall continue to work at their assigned jobs at all times except when they leave work with notification of their foreman to investigate or handle grievances and they should be paid at their regular hourly rate of pay in the handling of grievances. Upon return to their work station, they shall report to their foreman again. A Shop Committee member shall be permitted to leave work under the above

principles only when acting as a designee of the Steward as described below or when participating in the third step grievance procedure as described below. In the event that the Shop Committee Member acts as the designee, the Steward shall remain at work.

**SECTION 3:** The Union agrees that the rights set forth in this Article will be exercised in a good faith effort to minimize, where possible, the interruption of the work force.

**SECTION 4:** Accredited representatives of the Union shall have free access to the Plant premises of the Company during working hours on official union business provided that the representative advise the City of his/her presence upon entering the premises.

**SECTION 5:** The City agrees to provide the Union with bulletin boards for the purpose of disseminating union information to the employees.

**SECTION 6:** Union notice shall be officially signed.

## **ARTICLE X GRIEVANCE PROCEDURE**

**SECTION 1:** For the purpose of this Agreement, the term "Grievance" means any dispute between the City and the Union or between the City and any employee concerning the effect, interpretation, application, claim or breach or violation of this Agreement or any other dispute which may arise between the parties.

**SECTION 2:** Any such grievance shall be handled by the parties with the least possible time for employees and equipment to be out of service and with the understanding that all meetings with the Department Director shall be held during the last hour of the working day with one (1) day's notice being given to the Director.

**SECTION 3:** All grievances arising under this Contract shall be settled in accordance with the following grievance procedure:

**Step 1:** The dispute or grievance shall be taken up by the Steward, the aggrieved employee and the Foreman of the Department involved within twenty-four (24) hours of the alleged grievance. The Foreman shall render a decision by the close of the working day if handed in before noon. Otherwise, by noon of the following day.

**Step 2:** If no satisfactory settlement is reached between the Steward and the Foreman, the grievance shall then be reduced to writing. The Steward or his designee shall then investigate the grievance and the Steward shall present and discuss such grievance with the designated City Official within five (5) working days of the decision in Step 1 above. The said City Representative shall then render a written decision within two (2) working days of the presentation of the grievance.

**Step 3:** If no satisfactory settlement is arrived at following the completion of Step 2 above, the Shop Committee shall call in the Business Representative and/or Grand Lodge Representative of the I.A.M.A.W. who shall meet with the designated City Official, Shop Committee and Steward in an effort to resolve the grievance within five (5) working days of the receipt of the decision in Step 2 above. The said City Representative shall render a decision in writing within two (2) working days thereafter. The "Shop Committee" as used in this step of the grievance procedure shall be comprised of no more than four (4) members, who shall be released for a third step meeting that will commence one (1) hour prior to the end of the workday. The City shall not be required to release with pay for the third step more than the aforesaid Shop Committee and the Steward involved in the grievance. It is understood and agreed that this restriction on the size of the Shop Committee shall

not be construed to restrict the Union's designation of a larger Shop Committee or any other Representative but such designation of a larger Shop Committee shall not obligate the City to pay more than four (4) individuals as previously described.

**Step 4:** In the event the dispute or grievance is settled, such settlement shall be reduced to writing and copies distributed to all persons involved. In the event the grievance or dispute is not settled in a manner satisfactory to the grieving party, Union or City, the grieving party may then refer the matter to arbitration within thirty (30) days of completion of Step 3. The Arbitrator shall be selected through the Federal Mediation and Conciliation Services.

**SECTION 4:** The cost of processing the arbitrations shall be the sole responsibility of each party individually and the cost of the Arbitrator and the arbitration hearing shall be equally divided between both parties. An Arbitrator serving under the terms and conditions of this section shall render his decision within thirty (30) days of hearing. Said decision shall be final and binding on all parties.

**SECTION 5:** General grievances or disputes affecting the employees in a unit as a whole and discharge grievances may be initiated by the Shop Committee directly at Step 2.

**SECTION 6:** The parties agree that the imposition of discipline up to and including a suspension shall not be effective until completion of the third step of the grievance procedure as described above.

**SECTION 7:** Either the City or the Union shall be permitted to call employee witnesses at each and every step of the grievance procedure. The City, on demand, will produce production, payroll and other records for the purpose of substantiating the contentions or claims of the parties, well in advance of the formal proceeding of the grievance procedure.

**SECTION 8:** The grievance procedure as provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined and the said grievance procedure provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances and disputes as herein defined, whether or not either party to the contract considers the same as a material breach of the contract or otherwise.

**SECTION 9:** All grievance procedures in collective bargaining agreements shall be amended to require that grievances be specific and in writing relative to their nature, the section of the contract involved, and the requested remedy. The Union must submit all grievances in writing to the appropriate City Department Director. The grievance must be filed within a seven (7) day period following the first occurrence which gave rise to the grievance. The City will have no duty to process or arbitrate any grievance, which does not comply with these requirements.

## **ARTICLE XI SENIORITY**

**SECTION 1:** The seniority status of an employee shall be determined from the date of the employee's most recent hiring within the bargaining unit covered by this Agreement.

**SECTION 2:** The President, Recording Secretary and Chief Stewards shall have top seniority in regards to layoffs during their term of office.

**SECTION 3:** If it becomes necessary to lay off employees in the Bureau, the least senior employees in the Bureau affected by the layoff will be permitted to bump junior persons in any other Bureaus provided that they have the ability to perform the job.

**SECTION 4:** A temporary transfer of employees from one Bureau to another because of fluctuating work loads in the various Bureaus shall not be considered a layoff, and the selection of employees to be transferred shall be based on seniority according to classification with the lowest senior in the lowest classification being selected first.

**SECTION 5: TERMINATION OF SENIORITY**

An employee's seniority and all rights provided in this Article shall cease if the employee:

- (A) Voluntarily quits his/her job.
- (B) Transferred to a position outside of the bargaining unit.
- (C) Fails to report to work under the terms of this contract within five (5) working days following the employee's recall by certified letter from layoff without compelling reasons.

**SECTION 6:** The City agrees to prepare a seniority list for each Bureau every six (6) months and a master seniority list within the first fifteen (15) days of the effective date of this contract and annually thereafter with copies to the Union. Copies of this list will be posted on the bulletin boards. Oversights, typographical errors, etc., may be corrected by the City at any time.

**SECTION 7:** All future job openings within the departments which the City wishes to fill shall be filled in accordance with the following rules:

(A) All job openings in the Departments shall be posted conspicuously. Such bulletins will be posted on the Bureau bulletin boards for three working days.

(B) All postings will be posted behind a locked glass cabinet in the Department of Public Works. The posting will state the number of jobs to be filled, the shift on which the work is to be done, the rates of pay for each job and the qualifications required to fill the position. Any employee

within the Department may sign the posting so long as the employee is deemed qualified and medically capable within two weeks of the end of the posting period.

(C) Any employee bidding for more than one job shall indicate the order of preference on the posting signed. If the employee is senior bidder for more than one job, the employee shall have the opportunity to qualify only for the job ranked highest in his preference.

(D) The qualified bidder with the highest seniority shall be selected to fill the job for a trial period of not less than three (3) working days inclusive of any time off (e.g. sick, personal, vacation and holidays) with the option to extend the trial period for skilled positions by mutual agreement.

**SECTION 8:** Seniority will be considered in vacation schedule preference by Bureau only.

**SECTION 9:** When a job opening is posted and successfully bid by an employee from the Department and another vacancy is created, that vacancy, if it is to be filled by the discretion of the City, shall be posted and the procedure followed until one (1) posting has occurred. Any vacancies created after the one posting shall be filled at the discretion of the Director of the Department.

**SECTION 10:** In the event that no acceptable bids are received from within the departments during any of the postings, the vacancies shall be filled at the discretion of the Director of the Department from outside the bargaining unit.

## **ARTICLE XII WORKING CONDITIONS**

**SECTION 1:** The city reserves the right to promulgate and change work rules from time to time, so as to achieve and maintain smooth and efficient operation of the departments by agreement

of the parties. The Union agrees that it will not unreasonably withhold its agreement to modifications to the work rules.

**SECTION 2:** The employees of the Bureau of Refuse will work forty (40) hours a week, eight (8) hours a day, Monday through Friday, on a schedule established by the Director of the Department. If there is an equipment breakdown on any given route, the Foreman of the Refuse Bureau will order other men and equipment from the Refuse Bureau to assist the crew that had the breakdown. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week.

Effective upon ratification of the January 1, 2006 – December 31, 2009 Agreement, all employees of the Bureaus of Refuse and Recycling and Roads and Bridges will have wages that reflect a forty hour work week as well as the same starting and finishing times. *6:00 a.m. – 2:00 p.m.*, which shall include a half hour lunch.

**BUREAU OF REFUSE:**

Pick up crews will start at 6:00 A.M.

**BUREAU OF HIGHWAYS:**

All work crews start at 6:00 A.M. Monday through Friday. Night shift will start at 2:00 P.M. Monday through Friday. Section Crews start at 6:00 A.M. and will quit at 2:00 P.M. Monday through Friday. Section Crews starting at 2:00 P.M. will quit at 10:00 P.M. Monday through Friday.

**BUREAU OF GARAGE:**

Hours shall be determined by Department Director.

It is agreed that the past practice of allowing refuse crew members to go home once their

refuse route work is completed is abolished. All employees in the unit shall work eight (8) hours each day, which day shall include a one-half hour paid lunch. It is further agreed and acknowledged that it is the managerial right of the City to establish the number of refuse routes and the location of refuse routes, after discussion with the Union, provided that the work is fairly distributed between the routes on the basis of stops and that the routes can reasonably be accomplished under all of the circumstances within the work day.

**SECTION 3:** The City reserves the right to assign various trucks and other types of equipment to various employees and crews for use in the performance of their duties. The assignment of certain trucks and other types of equipment may change from time to time depending upon circumstances at each particular time.

All future assignments of routes and vehicles in the Bureaus of Refuse, Recycling and Highways where a specific route is designated, will be in conjunction with the bidding procedure. The City reserves the right to establish and/or restructure routes in accordance with the Collective Bargaining Agreement. The City reserves the right where a specific vehicle is designated to assign any employee within the Bargaining Unit to operate such vehicle when it deems necessary. (e.g. The most qualified senior operator in performance of demolition.)

**SECTION 4:** It shall be within the sole discretion of the City to determine the number of drivers and repairmen who will be called out by the City when overtime is required.

**SECTION 5:** To the extent the performance of the services by the Departments permits, each permanent employee shall be assigned to one designated position which shall be his normal position. To provide an opportunity to work an entire work shift or work week, or the greatest possible number of hours in either, each permanent employee may be assigned on an hourly basis or for a work shift to any position for which the employee is qualified. Nothing herein provided shall be construed to prevent the assignment of any employee to any position as required for the performance by the Departments, or any of their Bureaus, of the services and functions with which it

is charged.

**SECTION 6:** Each permanent employee shall be paid at the rate of 1 ½ times the base hourly rate applicable to the position which the employee is normally assigned for all work performed in excess of forty hours in any work week. Additionally, each permanent employee shall be paid at the rate of two times the base hourly rate applicable to the position to which the employee is normally assigned for each hour of work performed on Sundays and holidays designated herein. Any employee whose regular work shift hours include Sunday or holiday hours shall be excluded from the two times base hourly rate provision.

**SECTION 7:** Payment for each period shall be made on the Friday following the Friday following the close of such pay periods. Should such Friday fall on a holiday, pay shall be made on the preceding Thursday.

**SECTION 8:** Employees temporarily transferred to a lower rated or higher rated job shall be paid at their present rate or the starting rate of the new job, whichever is higher.

**SECTION 9:** When a holiday falls on a working day, employees of the Bureau of Refuse, at the Director's discretion, shall be required to work on the following Saturday, and shall be paid one and one-half times their basic rate for an additional eight (8) hours of work on the Saturday following. To enable them to pick up the refuse on the work routes missed because of such holiday, any employee who does not work on the aforesaid Saturday, shall forfeit his/her holiday pay, unless his/her failure to work is due to sickness, proof of which must be shown by a doctor's certificate, or unless the employee is excused by the Director of the Department.

**SECTION 10:** In the event that the City shall reasonably foresee a shortage of equipment in the Bureau of Refuse caused by circumstances that are beyond its control (such as breakdown, inclement weather, etc.), the City shall have the right to implement a temporary second shift in the

Bureau of Refuse for the duration of the emergency by utilization of the following procedure.

- (A) The temporary second shift shall commence immediately subsequent to the completion of the normal day shift.
- (B) The City shall solicit volunteers from the Bureau of Refuse Bargaining Unit to work the second shift and shall assign such volunteers, if any, to the temporary second shift in order of seniority.
- (C) In the event that an insufficient number of bargaining unit members volunteer to work the temporary second shift as provided herein, the City shall have the right to assign the remaining number of required Bureau of Refuse employees by inverse order of seniority.

**SECTION 11:** In the event that an employee shall report for work on his/her regular assignment and there is no work to be performed in that regular assignment for that day for reasons beyond the control of the City, the City shall assign the least senior employee in that classification to perform any other bargaining unit work for that day until work in his/her regular assignment becomes available. In the event of such temporary assignment, the employee shall receive the greater of his/her normal hourly rate or the rate applicable to the temporarily assigned position.

**SECTION 12:** Flex time will be limited to no more than eight (8) hours per pay period. Additional hours will be considered over-time. Above is limited to Recreation Department employees only.

**SECTION 13:** Any costs for licensing required by Federal, State or Local laws to operate or inspect equipment for the City with the exception of a basic Class 1 Operators License, as currently defined by law, will be paid by the City. The City will reimburse the employee within thirty (30) days for costs incurred. This does not include cost of training.

**SECTION 14:           JOB DESCRIPTIONS**

The City shall have the right to re-evaluate and modify job descriptions and job titles for all employees of Local Lodge 2305. The City shall have the ability to conduct desk audits in order to determine the true functions of the employee. Job descriptions shall include an enumeration of appropriate knowledge, experience, and qualifications in order for an employee to be eligible for hire or promotion. The Union will have input in this process. Modification of job descriptions for employees who started work prior to January 1, 2003 will not result in any decrease in wages or loss of employment.

**SECTION 15:           ABSENCE REPORT**

Employees must record all absences from work, for any reason, including but not limited to, any vacation, sick, personal, jury or bereavement leaves and any other absence, on an absence report that shall be established by the City or appropriate Department Director. Employees who exceed their number of sick, vacation or personal days allowed will be subject to discipline up to and including discharge.

**SECTION 16:           ORGANIZATIONAL STRUCTURE**

The Department of Public Works shall be modified organizationally, structurally, and functionally in order to insure necessary cost containment, while insuring the best possible service to the citizens of Scranton. The City reserves the sole right to determine its organizational structure for this and all departments. It is the intent of the City to include the following bureaus within the Department of Public Works effective January 1, 2003: public works administration; engineering; refuse and recycling; roads and bridges, garages, public safety mechanics; and traffic maintenance. The Bureau of Parks and Recreation shall become the Department of Parks and Recreation and shall be recognized in the new bargaining unit agreement. All provisions of this agreement shall govern Park and Recreation employees.

The employees of the Bureau of Parks and Recreation shall have wages that reflect a forty hour work week with a half hour lunch.

<b>Pool Operator #1</b>	Tuesday through Saturday	11:00 a.m. to 7:00 p.m.
<b>Pool Operator #2</b>	Sunday through Thursday	9:00 a.m. to 5:00 p.m.
<b>Facility Manager</b>	Tuesday through Friday	3:00 p.m. to 11:00 p.m.
	Saturday	7:00 a.m. to 3:00 p.m.
<b>Groundskeeper #1</b>	Monday through Friday	10:00 a.m. to 6:00 p.m.
<b>Groundskeeper #2, 3, 4</b>	Monday through Friday	7:00 a.m. to 3:00 p.m.
<b>Chauffeur</b>	Monday through Friday	7:00 a.m. to 3:00 p.m.

**SECTION 17:** The City in its sole discretion has the ability to reassign and transfer personnel from one bureau to another. Transfers will result in employees being reassigned between Bureau of Refuse and Bureau of Roads and Bridges. The City shall determine the priority of work. Employees may be notified at their home, or at the onset of their shift of a bureau transfer. An employee shall report to their newly assigned bureau per this notification.

**SECTION 18:** In the Bureau of Garage, the Director of the Department of Public Works will control all of the day to day operations.

**SECTION 19: COMPENSATORY TIME**

Compensatory time off in-lieu-of overtime pay shall not exceed eight (8) hours of straight time (12 hours of compensatory time for non-exempt employees) in any pay period. Any time worked beyond this level will result in overtime pay. Employees must have advance written approval (24 hours) from the immediate supervisor in order to use compensatory time. Compensatory time may not be carried over into the next year.

**SECTION 20: REGULAR PART-TIME EMPLOYEES**

The City shall have the right to hire regular part-time employees. Regular part-time

employees shall be used or scheduled in such a fashion so as to virtually eliminate the need for non-emergency overtime within the City. Regular part-time employees may be scheduled at any time but shall not be scheduled to work more than thirty-five hours per week, training, and in cases of emergency. Regular part-time employees may be used to replace full time employees who are absent from work for any reason. In this regard, the City shall have the right to change the schedules of regular part-time employees, for any reason, or to use regular part-time employees as “on call” replacements for full-time employees.

The City shall have the right, in its sole discretion, to determine the starting wages and job duties of regular part-time employees. Thereafter, regular part-time employees shall receive the same percentage increase to their hourly wage, if any, as full-time employees within the same bargaining unit. The City shall not hire regular part-time employees, which would displace any existing full-time employees. Qualified part-time employees shall be considered for full-time positions, which the City decides to fill through the job posting procedure. In cases of layoffs, all regular part-time employees will be laid off first, according to their reverse seniority, before full-time employees are laid off.

Regular part-time employees shall not be eligible for any form of employee benefits or paid leave.

### **ARTICLE XIII**

#### **NO STRIKE PROVISION**

**SECTION 1:** The Union agrees that there shall be no strikes, slowdowns, sit-downs or stoppage of work during the term of this Agreement.

**SECTION 2:** The City agrees that it will not lock out any or all of its employees during the term of this Agreement.

**SECTION 3:** In the event that the Mayor or Director intentionally violates or fails to comply

with any Article or Section of this Agreement, Section 1 of Article XIII will be considered null and void.

## **ARTICLE XIV MANAGEMENT RIGHTS**

**SECTION 1:** It is understood and agreed that, unless specifically modified by an express provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to maintain efficiency of operations; to determine personnel, methods, means and facilities by which operations are conducted; to set the standards of productivity and the services to be rendered; to expand, reduce, alter, combine, transfer, assign or cease a job, department, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the City and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees.

The City's failure to exercise any right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement. The above constitute a list of examples and are not intended in any way to be considered restrictive or a waiver of any right of management not listed and not specifically surrendered herein, whether or not such rights have been exercised in the past.

The City shall also have the right to determine how and when refuse/recycling will be collected during weeks which include a holiday.

**SECTION 2:** There shall be no individual agreements between employees and the City.

**ARTICLE XV**  
**WAGES**

**SECTION 1:** Base wage rates shall be increased by 2% each year on January 1<sup>st</sup> for the life of the contract. Heavy Equipment Operators will receive \$1.00 more per hour while operating the excavator in performance of demolition duties. Chauffer classification shall receive the same rate of pay per hour as Pacmaster Operator while in performance of snow removal duties.

<b>JOB TITLE</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
AUTO REPAIR	\$ 22.3982	\$ 22.8461	\$ 23.3030	\$ 23.7691
CHAUFFER	\$ 21.8865	\$ 22.3242	\$ 22.7707	\$ 23.2261
CHAUFFER II	\$ 21.7209	\$ 22.1553	\$ 22.5984	\$ 23.0503
COLLECTOR	\$ 21.4845	\$ 21.9141	\$ 22.3524	\$ 22.7995
COLLECTOR LEADER	\$ 21.8038	\$ 22.2398	\$ 22.6846	\$ 23.1383
DISPATCHER	\$ 21.4845	\$ 21.9141	\$ 22.3524	\$ 22.7995
DISPATCHER (2ND SHIFT)	\$ 21.5383	\$ 21.9690	\$ 22.4084	\$ 22.8566
EQUIPMENT REPAIR	\$ 21.6579	\$ 22.0910	\$ 22.5328	\$ 22.9835
FACILITY MAINTENANCE	\$ 21.9796	\$ 22.4191	\$ 22.8675	\$ 23.3249
FLOOD CONTROL	\$ 21.5383	\$ 21.9690	\$ 22.4084	\$ 22.8566
GROUNDS KEEPER	\$ 21.4845	\$ 21.9141	\$ 22.3524	\$ 22.7995
HEAVY EQUIPMENT OPERATOR	\$ 22.1940	\$ 22.6378	\$ 23.0906	\$ 23.5524
MAINTENANCE CRAFTSMAN	\$ 22.3982	\$ 22.8461	\$ 23.3030	\$ 23.7691
PACMASTER OPERATOR	\$ 22.1940	\$ 22.6378	\$ 23.0906	\$ 23.5524
PARTS MANAGER	\$ 22.0521	\$ 22.4931	\$ 22.9430	\$ 23.4018
POOL OPERATOR	\$ 21.5833	\$ 22.0149	\$ 22.4552	\$ 22.9043
RECYCLING CHAUFFER	\$ 22.1940	\$ 22.6378	\$ 23.0906	\$ 23.5524
RECYCLING COLLECTOR	\$ 21.4845	\$ 21.9141	\$ 22.3524	\$ 22.7995
REPAIR PERSON	\$ 21.4845	\$ 21.9141	\$ 22.3524	\$ 22.7995
STONE MASON	\$ 21.9069	\$ 22.3450	\$ 22.7919	\$ 23.2477
SWEEPER CHAUFFER	\$ 22.0048	\$ 22.4448	\$ 22.8937	\$ 23.3516
TIRE REPAIR	\$ 21.7209	\$ 22.1553	\$ 22.5984	\$ 23.0503
TREE TRIMMER	\$ 22.1940	\$ 22.6378	\$ 23.0906	\$ 23.5524
WATCH PERSON	\$ 21.5383	\$ 21.9690	\$ 22.4084	\$ 22.8566

Effective January 1, 2001, all newly hired employees will receive \$4.00 less than the starting rate until they reach their one year anniversary. With the exception of positions which require

certifications or positions that are considered skilled; newly hired employees shall receive the actual starting rate.

**SECTION 2:** Employees who start work on second shift will receive a \$.05 shift differential. Employees who start work on third shift will receive a \$.10 shift differential. There will be no pyramiding. Watch persons will be excluded from shift differential, but will receive a \$.05 more than repair person rate per hour.

**SECTION 3:** Longevity will be paid the first pay period in December based on the fact that each employee will work the equivalent of 2,080 hours. This is based on 26 pay periods. Employees will receive 80 hours pay for each pay period. Longevity pay will be accrued on the basis of one percent for every two years of employment up to a maximum longevity pay of 12 percent.

Any employee who does not work full time, longevity will be based on the employee's actual earnings. Vacations, holidays, sick leave and bereavement will be considered time worked. The above will be based on an employee's current earnings.

Effective January 1, 1995 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. However, to the extent that a member of the Bargaining Unit was receiving longevity as of June 30, 1997 in excess of 10%, that individual shall be frozen at the current percentage level. If in a contract, award or court order issued subsequent to the ratification of this agreement, longevity payment is eliminated, reduced or increased to the members of the Fraternal Order of Police, then the longevity payment provided herein shall be eliminated, reduced or increased proportionately as of the same date and under the same circumstances.

Longevity shall not be paid to any employee hired on or after January 1, 2003. All other aspects of the present longevity plan offered to members of Local Lodge 2305 shall remain unchanged.

**ARTICLE XVI**  
**PENSION PLAN**

**SECTION 1:** The City agrees to contribute to the I.A.M. National Pension Fund, Benefit Plan “A” for each employee employed in a job classification covered by the said Collective Bargaining Agreement for each day or portion thereof for which an employee receives pay. The City shall make a contribution of \$18.80 to the above named pension fund, but not more than \$94.00 per week for any one employee (5 X Daily Rate). Effective January 1, 2018, this contribution shall be increased by \$.10 per hour and by an additional \$.10 per hour on January 1, 2019. Effective January 1, 2020, this contribution shall be increased by \$.10 per hour and by an additional \$.10 per hour on January 1, 2021.

**SECTION 2:** For the purposes of this Article, each day paid for, as well as days of paid vacation, paid holidays and other days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. Contributions on behalf of seasonal employees as described in Article I, Section 3 are not required.

**SECTION 3:** This Article is in accordance with the terms and conditions as set forth in the standard form of participation agreement. Attached hereto as Exhibit “A” and by this reference, made part hereof.

**ARTICLE XVII**  
**SICK LEAVE**

**SECTION 1:** Accrual sick leave for full time employees shall be credited with 4.32 hours of sick leave for each payroll period worked (14 days per year) or to a maximum of 970 hours (120

days). Sick days can only be allowed for an eight hour period (1 day) unless prior approval from the Department Director.

**SECTION 2:** Sick leave shall be paid at the employee's average hourly earnings, including all applicable premium pay. An employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work and in no event not to exceed (8) hours.

**SECTION 3: EMPLOYEE NOTIFICATION**

In the event an employee suffers from sickness and is unable to perform his/her duties, he/she shall notify the employee's workplace of his/her expected absence within thirty (30) minutes of scheduled start of work shift. If due to physical incapacity or other cause, the employee is unable to provide the above-specified notice, he/she shall cause a spouse or other responsible party to provide the notice on his/her behalf or, if such is not possible, do so at the earliest available opportunity.

**SECTION 4:** Any employee who is off work as a result of an illness or injury for more than three consecutive days or who exhibits sick leave abuse shall be required to furnish a doctor's certificate concerning the illness or injury immediately upon returning to work. The City may refuse to pay the employee if the doctor's certificate is not provided on the date of his return. Additionally, employees with no sick time available will be disciplined accordingly.

**SECTION 5:** In order to receive sick pay, a bargaining unit member who leaves work after starting time must provide a doctor's excuse immediately upon returning to work.

**SECTION 6:** Any unused sick days can be carried over and accumulated from one calendar year to the next to a maximum of two hundred forty (240) days. Any employee who retires shall be entitled to receive a payout for up to one hundred twenty (120) days in accordance with their years of service as set forth in Section 13.

**SECTION 7:** Sick leave shall be defined as a compensated absence from work by an employee necessitated by illness or accident, which is non-work, related or is not compensable under the workers' compensation laws of the Commonwealth of Pennsylvania. As used herein, sick leave shall also include such compensated absence from work that will ultimately be compensable under the workers' compensation laws of the Commonwealth of Pennsylvania as may be required to meet and satisfy the statute's waiting period.

**SECTION 8:** An employee shall be entitled to sick leave under the following conditions:

(A) When an illness or injury prevents the employee from performing the normal job duties of his/her position or other work, which has been made available.

(B) To care for an ill member of the employee's immediate family. The immediate family means any relative who has resided continuously in the employee's household the past year and other relations as follows: mother, father, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren. At the onset of this leave, an employee may be required to complete an FMLA request form available in the Human Resource Office as well as provide a doctor's certification.

**SECTION 9:** Bargaining Unit Members who engage in "Pattern" sick leave abuse shall be denied sick leave for such abuse and shall be subject to discipline in accordance with this contract.

**SECTION 10:** Employees may earn sick days only while on active pay status (e.g. when an employee is actually working and not on any form of leave, paid or unpaid).

**SECTION 11: SHORT TERM DISABILITY INSURANCE**

The City shall have the right to adjust the terms and conditions of its Short Term Disability Program in order to provide that compensation under the Program not begin until after the employee is unable to work fourteen consecutive days. The City's insurance policy for its Short Term Disability Program shall be changed accordingly.

**SECTION 12: LEAVES OF ABSENCE**

(A) The City will comply with the Family Medical Leave Act (“FMLA”) of 1993, which provides up to twelve (12) weeks of leave in a twelve (12) month period with a guarantee of the same or equivalent job upon return to work. If an employee does not meet the eligibility requirements for a family or medical leave, but needs time off because of a medical condition, the City may grant up to four (4) weeks of unpaid leave, but job reinstatement is not guaranteed. Appropriate doctor certification must be provided along with a completed Family Medical Leave form in order to take leave under FMLA.

(B) If the leave is for a serious medical condition, you must first use your accumulated sick leave, thereafter, or after a fourteen (14) day waiting period you may be paid through the City’s Short Term Disability Program, if eligible. If the leave is to care for the birth or placement of a child, or is to care for a seriously ill family member, you will be paid any accrued vacation time, and then accrued sick time, and thereafter your leave would be without pay.

(C) All sick leaves without pay will be designated as leave under the provisions of the Family Medical Leave Act (FMLA) of 1993. FMLA and Short Term Disability shall run concurrently.

**SECTION 13:** As of January 1, 2003, the City shall pay any accumulated sick leave at retirement according to the following:

**YEARS OF SERVICE:**

0-9	15 percent of total unused sick leave
0-10	25 percent of total unused sick leave
11-19	33 percent of total unused sick leave
20+	50 percent of total unused sick leave

**DEATH:** In the event of an employee’s death that is not work-related, the retirement

scale above shall be applied to payment of accrued sick leave. The employee's beneficiary of life insurance plan with the City shall receive this payment.

**DEATH IN THE LINE OF DUTY:** In the tragic event an employee is killed in the process of performing his/her duties, the City will pay 100 percent of the actual sick leave that shall be paid to the beneficiary designated on the employee's life insurance plan with the City.

## **ARTICLE XVIII CLOTHING AND TOOL ALLOWANCE**

**SECTION 1:** The clothing allowance to be paid to any Local Lodge 2305 employee shall be limited to employees on active pay status and shall remain the same amount (\$420) for the duration of this contract for all bargaining unit employees. The City shall have the right to determine how best to make the clothing allowance available. This may include the use of an exclusive supplier, a quartermaster system or some other arrangement that could differ from the way it is presently done.

**SECTION 2:** The clothing payment is to be made by separate check with employee's regular paycheck on or immediately following May 1<sup>st</sup> of the contract year.

**SECTION 3:** If an employee is not working due to injury or sickness at the time of the clothing payment, on returning to work his allowance will be pro-rated on a quarterly basis. Payment will be one quarter (1/4) of full amount for each quarter or portion of the remaining quarters until the end of the fiscal year beginning May 1<sup>st</sup> and ending April 30<sup>th</sup> of the following year.

**SECTION 4:** All mechanics shall receive a \$200 per year, maximum tool allowance. All mechanics will be permitted to replace broken/worn out tools, at the expense of the City, up to the limit of \$200 per year. The broken/worn out tool(s) must be turned in to the Fleet Manager/Director, and a tool of equal or comparable value will be purchased to replace it.

**ARTICLE XIX**  
**VACATIONS**

**SECTION 1:** For the term of this Agreement, all regular full-time employees who have been in the service of the City for a period of one (1) year, at any time during the present calendar year, shall be entitled to one (1) week vacation with pay at said employees regular hourly rate multiplied by said employees regular weekly hours of work.

**SECTION 2:** Vacation shall be calculated as follows:

(A) Each employee employed consecutively by this City for a period of at least one (1) year and less than two (2) years at any time during the present calendar year of this Agreement, shall be entitled to one week vacation with pay.

(B) Each employee employed consecutively by this City for a period of at least two (2) years and less than five (5) years at any time during the present calendar year of this Agreement, shall be entitled to two (2) weeks vacation with pay.

(C) Each employee employed consecutively by this City for a period of at least five (5) years and less than twelve (12) years, at any time during the present calendar year of this Agreement, shall be entitled to three (3) weeks vacation with pay.

(D) Each employee employed consecutively by this City for a period of at least twelve (12) years and less than twenty (20) years, shall be entitled to four (4) weeks vacation with pay:

(E) Employees who, as of January 1, 1995, were entitled to five (5) weeks of vacation with pay shall continue to enjoy said benefits during the term of this collective bargaining agreement.

(F) Effective January 1, 2016, each employee employed consecutively by the City for a period of more than twenty (20) years, shall be entitled to five (5) weeks' vacation with pay.

**SECTION 3:** Eligibility for vacation shall be based upon an employee's seniority. The Director of the Department of Public works shall, in his sole discretion, determine how many employees shall be entitled to vacation in any particular week. An employee shall be required to

provide twenty-four (24) hours' notice to the City of the use of a vacation day unless prevented from doing so by reasons that are beyond the employee's control.

**SECTION 4:** Annual vacation shall be scheduled and used during the year for which it is earned if, due to operational reasons, emergencies, and/or scheduling difficulties, leave cannot be used within this time period, said leave may be carried forward into the next calendar year for a period of three months. Carryover leave not used within the first three (3) months of the subsequent year shall be lost. The City shall have the right to determine that vacation time is evenly distributed throughout the year so that the Department is staffed sufficiently.

**SECTION 5:** An employee shall only be entitled to vacation pay, at the time an employee resigns, is terminated, or is laid off, if the employee is currently on the active payroll *for hours worked*, not for sick, personal or holiday pay. An employee shall not be entitled to more than fifty-two (52) weeks of pay per year as a result of duplication of paid leave and accrual of paid leave.

## **ARTICLE XX**

### **WELFARE PROVISIONS**

**SECTION 1:** The City agrees to keep in effect during the life of this Agreement:

- (A) A life insurance policy on the life of each member of this unit in the face amount of \$18,500.
- (B) A life insurance policy on the life of each retiree of this unit in the face amount of \$10,000.
- (C) Sickness and accident benefits will be provided at \$200.00 per week for a maximum of 52 weeks.
- (D) All members and dependents of the bargaining unit shall receive eyeglass coverage equivalent to coverage of other city employees.

- (E) The City shall provide life insurance at a face value equal to \$50,000 to any active employee who has been killed in the line of duty.
- (F) A Welfare Fund of (.04) per hour man will be paid to the Union at the end of each month under the same provisions as I.A.M. Pension.

**SECTION 2: RETIREE HEALTH INSURANCE**

(A) The City shall continue to provide, free of charge, the health insurance benefits in effect prior to January 1, 2001 to any member of the Bargaining Unit and his spouse and dependents who retired on or before December 31, 2000 for early retirees age 62-65 and spouse only, excluding vision and dental.

(B) The City shall continue to provide all of the health insurance benefits set forth herein for active Bargaining Unit members, including the Vision, Drug and Dental benefits, to any member of the Bargaining Unit and his/her spouse and dependents who was first employed as a Bargaining Unit member on or before December 31, 1993 and who retired after December 31, 2000 for the life of the retired Bargaining Unit member and that of the spouse. Said benefits shall equal those provided to similarly-situated retirees under the terms of the collective bargaining agreement in effect between the City and Local 60 of the International Association of Fire Fighters as of the date that this Agreement is ratified by both parties, be subject to the same settlement agreement of January 24, 1991 between the City and Local 669 of the International Association of Firefighters that shall be thus incorporated by reference into this Agreement and the provisions of this Agreement regarding co-payment.

(C) Employees hired on or before December 31, 1993 will be eligible for five years of postretirement benefits upon retirement from the City of Scranton. These employees must incur contributions equal to the current DPW employees for these five years. The benefits will expire at the completion of the five calendar years or upon the employee's eligibility of Medicare.

(D) The City of Scranton and Lodge No. 2305 of the International Association of Machinists and Aerospace Workers, AFL-CIO agree that the provisions of Settlement Agreement By and Between the City of Scranton and the Lodge No. 2 Fraternal Order of Police and the Settlement

Agreement By and Between the City of Scranton and Firefighters Local Union No. 60 of the International Association of Firefighters (effective June 1, 2012) under Insurance Number 8(a), which reads:

*Bargaining unit members who were entitled to retiree benefits under the 1996 – 2002 agreement shall be entitled to receive them until they and their spouse reach Medicare age or for a period of ten years whichever comes last.*

will be afforded to the members covered under the DPW Union's CBA effective January 1, 2014 going forward. It is further agreed between the Union (Lodge No. 2305 of the International Association of Machinists and Aerospace Workers, AFL-CIO) and the City of Scranton that this provision is a permanent, enforceable provision under the CBA.

(E) Active employees hired after December 31, 1995 and prior to January 1, 1999, shall be eligible for three (3) years of health insurance benefits upon retirement from the Employer for themselves, spouse and any dependents. The benefit will expire at the completion of three (3) years or upon the employees' eligibility of Medicare. These employees will be liable for the contributions equal to the active employee contributions during the three (3) year period.

**SECTION 3:** Effective upon mutual ratification of this Agreement, and subject to the provisions and conditions of this Article, the City shall provide all active Employees within the Bargaining Unit, their spouses and dependents with complete Medical, Vision, Prescription and Dental Programs.

(A) Healthcare coverage shall remain equivalent to or better than the current coverage for the duration of this agreement.

**SECTION 4:** Bargaining Unit Employees 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.

**SECTION 5: HEALTH INSURANCE**

For revisions to health insurance deductions and co-pays, this bargaining unit has an option to adopt all or nothing language related to future health insurance payroll deductions negotiated for Fire, Police, and Clerical collective bargaining agreement members after the ratification date of this agreement. This option must be executed in writing to the Human Resource Department and must occur within 30 days of ratification of said agreement.

**SECTION 6: HEALTH INSURANCE PAYMENTS**

**BARGAINING UNIT EMPLOYEE CONTRIBUTION PER PAY**

<b>TYPE</b>	<b>COST (2018-2021)</b>
SINGLE	\$ 65.00
EMPLOYEE + SPOUSE	\$ 75.00
PARENT + CHILD	\$ 70.00
PARENT + CHILDREN	\$ 73.00
FAMILY	\$ 80.00

**PRESCRIPTION CO-PAYS**

<b>TYPE</b>	<b>COST (2018-2021)</b>
GENERIC	\$ 10.00
PREMIUM	\$ 20.00
NON-FORM	\$ 20.00

**MEDICAL CO-PAYS**

<b>TYPE</b>	<b>COST (2018-2021)</b>
PER VISIT	\$ 25.00

**SECTION 7: VOLUNTARY WAIVER OF HEALTH INSURANCE COVERAGE**

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 herein under the following conditions:

(A) The election shall be in writing and will be effective as of the first day of the following month of 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 following month of the City's receipt of the notice; and

- For each full month that the election is in effect the Bargaining Unit member shall receive, monthly, 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 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.

**SECTION 8: RETIREMENT**

Employees will be entitled to any increases or changes offered to the Clerical Union.

(A) A one thousand, two hundred fifty (\$1,250.00) dollar bonus will be paid to each employee who retires prior to February 1<sup>st</sup> of any calendar year provided said employee will have twenty-five (25) years of service in that calendar year.

**SECTION 9: RETIREMENT SEVERANCE**

<b>0YEARS OF SERVICE</b>	<b>AMOUNT</b>
FIFTEEN (15)	\$ 3,000.00
TWENTY (20)	\$ 3,500.00
TWENTY-FIVE (25)	\$ 4,000.00
THIRTY (30)	\$ 4,500.00
THIRTY FIVE (35)	\$ 5,000.00

**ARTICLE XXI  
HOLIDAYS**

**SECTION 1:** The following holidays are designated paid holidays for the purpose of this agreement:

EASTER MONDAY	ELECTION DAY
MEMORIAL DAY	THANKSGIVING DAY
FOURTH OF JULY	CHRISTMAS DAY
LABOR DAY	NEW YEARS DAY
COLUMBUS DAY	VETERANS DAY
MARTIN LUTHER KING DAY	FIVE (5) PERSONAL DAYS

**SECTION 2:** In the event a holiday occurs during an employee's vacation, such holiday shall not be considered as part of the employee's vacation.

**SECTION 3:** An employee shall be required to provide twenty-four (24) hours notice to the City of the use of a personal day unless prevented from doing so by reasons that are beyond the employee's control.

**SECTION 4:** An employee shall not be paid for any of the holidays designated herein unless said employee shall have actually worked the day before and the day after the holiday. Employees on

vacation shall not be affected by this rule.

**SECTION 5:** Employees will not be entitled to carry over holiday time.

**SECTION 6:** Employees will not be entitled to payment for any holiday, which occurs after an employee resigns, is terminated or is laid off.

**ARTICLE XXII  
DEATH IN FAMILY**

**SECTION 1:** In the case of the death of a member of the immediate family of an employee, the Employer will protect such employee against loss of his wages on his regular job for up to four (4) scheduled work days lost because of such death, during the period beginning with the date of death and ending three (3) working days after the date of burial. Immediate family shall be defined as: wife, husband, child, step-child, mother, father, step-mother, step-father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, step-mother-in-law, step-father-in-law, brother-in-law, sister-in-law, aunt and uncle.

**ARTICLE XXIII  
JURY DUTY/COURT APPEARANCE**

**SECTION 1:** Each employee of this unit shall receive the difference between the employee's daily pay and the amount of money the employee received from the County or Federal Government for jury duty for each and every day of jury duty, so that the employee will not suffer the loss of any wages as a result of the employee's commitments to service on the jury of any court in the County or Federal circuit. Overtime provisions, however, will not be applicable to these payments.

**SECTION 2:** Employees requested to appear in court by the City will be compensated for lost wages and benefits as a result of such action.

**ARTICLE XXIV  
REPLACEMENT OF EMPLOYEES**

**SECTION 1:** During the term of this contract, the City will not allow any of the work performed by the employees of this unit to be performed by employees engaged by the City of Scranton under any Federal or State funded programs. However, the applicable Federal or State regulations shall govern the employment of any employees engaged by the City of Scranton under any Federal or State funded programs.

**ARTICLE XXV  
SUBCONTRACTING**

**SECTION 1:** The City agrees that no permanent bargaining unit member shall be laid off as a direct result of the City subcontracting work currently done by Local 2305 members. The City, however, retains the right to subcontract work as deemed desirable or necessary by the City. The City has the sole discretion to reassign employees who might otherwise have been laid off as a result thereof. The management shall retain the right to lay off employees. The City shall not subcontract refuse collection. No privatization within the Department of public works and the Department of Parks and Recreation has been agreed to between Local 2305 and the City.

**SECTION 2:           DECLARED EMERGENCIES**

The City of Scranton and Local 2305 agree that when the Mayor and the City Controller or Governor of the Commonwealth of Pennsylvania pertaining to a snow emergency declares an emergency, the City may subcontract snow removal, provided that all City snow removal equipment that is operable, is in use and being operated by Local 2305 members. Any other *bona fide*

emergency that is declared through no fault of the Union or City may be subcontracted, provided the same formula is used above. Once the emergency is over, said work will be returned to bargaining unit members. The City may also subcontract when insufficient personnel are available to operate equipment.

**ARTICLE XXVI**  
**LEAVE OF ABSENCE FOR UNION LEAVE**

Any employee accepting full-time positions, as Union Representative shall be given automatic leave of absence without pay for the term of their office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has since been eliminated, then they shall be assigned to an equivalent position at the prevailing rate of pay for the job to which they are assigned.

**ARTICLE XXVII**  
**WORK-RELATED INJURY**

**SECTION 1:           TEMPORARY MODIFIED DUTY**

The City and the Union recognize that from time to time, employees may be unable to perform their full range of essential duties required of their position due to a work-related injury or illness. In order to provide gainful employment to these individuals and to maximize productivity, the City may create temporary modified job duties. Modified duty will only be available to employees who provide medical certification provided by the City's physician. Modified duties shall be limited to a maximum of twelve months from the date of injury. Employees will be returned to their regular jobs at such time they are medically certified as capable of performing.

**SECTION 2:**           Employees who incur a work-related injury shall abide by Pennsylvania Workers' Compensation laws. Employees will be entitled to health care benefits as indicated in this

agreement. Employees who remain on Workers' Compensation for more than one consecutive year will be terminated from employment and will be entitled to health benefits as provided in the COBRA Act. It is agreed that all employees will submit to a mandatory drug and alcohol test upon having a work-related accident or incurring a work-related injury.

**ARTICLE XXVIII**  
**MISCELLANEOUS PROVISIONS**

**SECTION 1:           AGILITY PROGRAM**

Effective with the date of the ratification of this agreement, the Union and City shall participate in the Commonwealth of Pennsylvania's Agility Program. The parties shall meet and agree upon the details of the Bargaining Unit work that shall be involved in this program.

**SECTION 2:           DRUG & ALCOHOL TESTING**

The City shall have the right to establish and implement a policy requiring a drug and alcohol test prior to employment with the City and providing for random drug and alcohol testing for current employees. The City shall pay for the cost of random drug and alcohol testing. The Drug and Alcohol Policy attached hereto as Exhibit B is adopted.

**SECTION 3:           PAST PRACTICE**

Any provision or clause in any collective bargaining agreement which protects past practice or any rights which are not specifically set forth in the collective bargaining agreement shall be eliminated. The parties agree that this agreement supersedes customs or past practices, which may be in conflict with any term or condition of this agreement.

**SECTION 4:           DUPLICATION OF BENEFITS**

Except as otherwise specifically required by the law, any duplication of payment for sick leave, disability leave, workers' compensation, paid leave, pension benefits or regular pay shall be

eliminated. All pension plans shall be amended to include a provision to offset pension benefits by the amount of any workers' compensation benefits or social security benefits. Employees will be required to make an election concerning available benefits in order to avoid any duplication of benefits.

**ARTICLE XXIX**  
**DURATION OF AGREEMENT**

**SECTION 1:** This Agreement shall be in effect for a period of four (4) years from its effective date of January 1, 2018, through and including the date of its termination, being December 31, 2021, and thereafter until either party serves a sixty (60) day written notice on the other party specifying a desire to modify this Agreement.

**SECTION 2:** Should either party fail to give sixty (60) days written notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed and duly executed.

**LOCAL LODGE NO. 2305 OF THE  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO**

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SAM VITRIS, PRESIDENT LOCAL 2305

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ANTHONY ARMEDIO, BUSINESS AGENT, LOCAL 2305

**CITY OF SCRANTON ATTESTATION:**

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LORI REED, CITY CLERK

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WILLIAM L. COURTRIGHT, MAYOR

**APPROVED AS TO FORM ON BEHALF  
OF THE CITY OF SCRANTON**

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JESSICA ESKRA, ESQUIRE, CITY SOLICITOR

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ROSEANN NOVEMBRINO, CITY CONTROLLER

**EXHIBIT A**  
**STANDARD FORM**  
**OF PARTICIPATION AGREEMENT**

**SECTION 1:** The undersigned City and I.A.M. Lodge represent that the only Agreement between the said I.A.M. Lodge and City regarding pensions or retirement for employees covered by the Collective Bargaining Agreement between the I.A.M. Lodge and the City is as follows:

Commencing with the 1st day of January, 2010, and for the duration of the Collective Bargaining Agreement between the said I.A.M. Lodge and City, the City agrees to make payments to the I.A.M. National Pension Fund, Benefit Plan A for each employee employed in a job classification covered by the said Collective Bargaining Agreement, as follows:

For each day or portion thereof, for which an employee receives pay, the City shall make a contribution of \$18.80 to the above named pension fund, but not more than \$94.00 per week for any one employee (5 X Daily Rate). Effective January 1, 2018, this contribution shall be increased by \$.10 per hour and by an additional \$.10 per hour on January 1, 2019. Effective January 1, 2020, this contribution shall be increased by \$.10 per hour and by an additional \$.10 per hour on January 1, 2021.

For the purposes of this Article, each day paid for, as well as days of paid vacation, paid holidays and other days for which pay is received by the employee, in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

Contributions for new, temporary, probationary part-time and full-time employees will begin at the completion of the probationary period but not later than sixty (60) calendar days after date of hire. Contributions shall not be required on behalf of

seasonal employees as defined in Article I of said Collective Bargaining Agreement.

**SECTION 2:** The undersigned City and I.A.M. Lodge agree as follows:

- (A) The payments to the pension fund required by Section 1 above shall be made to the I.A.M. National Pension Fund, Benefit Plan A, which was established under the Agreement and Declaration of Trust dated May 1, 1960, as amended, which has been signed by the City and I.A.M. Lodge in the place provided at the end of such Agreement attached hereto.
- (B) The pension plan adopted by the Trustees of the said pension fund shall at all times conform with the requirements of the Internal Revenue Code, so to enable the City at all times to treat contributions to the pension fund as a deduction for Federal Income Tax purposes.
- (C) All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the City for the purpose of determining the accuracy of contributions to the pension fund.
- (D) If the City shall fail to make its contributions to the pension fund by the twentieth day of the following month and such default shall continue for thirty days. The City shall be liable for all expenses incurred by the Trustees in enforcing payment of the contribution, including reasonable attorneys' fees, in addition to liquidated damages in an amount equal to the greater of \$25.00 or one percent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.

The City's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under the Collective Bargaining Agreement, and in addition to the remedies of the Trustees. The I.A.M. Lodge shall have the right to take whatever steps are necessary to secure compliance with the provisions of the Collective Bargaining Agreement to the contrary notwithstanding.

**SECTION 3:** The parties further agree that the Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the I.A.M. Lodge and the City, that this Participation Agreement shall supersede any conflicting provision of the Collective Bargaining Agreement, and that no other Agreement between the City and the I.A.M. Lodge regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Bargaining Agreement.

**SECTION 4:** In accordance with the Collective Bargaining Agreement, a signed copy of which is attached hereto, the effective date of participation in the I.A.M. National Pension Fund, Benefit Plan A is January 1, 1971. Trustees' written acceptance of continued participation shall not be required in the case of renewal collective bargaining agreements as long as the terms of the renewal agreements are changed only with respect to increasing the contribution rate or increasing the categories of hours or weeks for which contributions are made.

**EXHIBIT B**  
**CITY OF SCRANTON**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS AFL-CIO LOCAL LODGE 2305**  
**DRUG AND ALCOHOL TESTING POLICY**

***Purpose:***

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

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

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

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

***Policy:***

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

**Definitions:**

**A. “Under the influence”** is defined as the presence of alcohol or drugs in a person’s system at a level prohibited by the City as indicated by the cut off chart listed below. Prohibited drugs include, but are not limited to marijuana, hashish, heroin, cocaine, hallucinogens, “designer” or generic drugs, depressants, stimulants, and any other controlled substance not prescribed for current treatment by a licensed physician.

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

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

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

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

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

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

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

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

**J. Split Sampling** is the collection of a single specimen of urine than is then divided into a primary specimen and a split specimen. If an employee's test results are positive, the employee has an opportunity to have the second sample sent to a different (pre-determined) certified laboratory for the testing of the identified drug(s).

***Guidelines:***

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

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

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

A. Aberrant or unusual on-duty behavior of an individual employee which:

- Is observed on-duty by the employee's immediate supervisor or another employee, and confirmed by the observation of another managerial employee trained to recognize the symptoms of drug abuse, impairment or intoxication;
- Is observed by other employees or persons but cannot be immediately confirmed by another managerial employee. In this case, the personnel director shall investigate the reports. The investigation will include an interview with the employee and witnesses and all observations will be documented in writing, by the observers;
- Is the type of behavior, which is recognized and accepted symptom of intoxication of impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances, and
- Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of declared prescription drugs or over the counter medications, reaction to noxious fumes or smoke, etc.)

- B. A drug and/or alcohol examination shall be administered:
- a. An on-duty industrial or traffic accident if there is reasonable evidence that employee negligence was the cause.
  - b. As part of regular physical examinations.

4. Random testing will be conducted once per month. Employees to be tested will be drawn on a monthly basis and tested. At least one of the employees will also be tested for alcohol. The time and date of the drug testing will be done at the discretion of the Department Director during working hours manpower permitting. The testing notices will be held by the Department Director until the testing date. The Human Resources Director will notify the Department Director on that date of the name of the employees to be tested. The pool of employees to be tested shall include all non CDL employees from the IAMAW Local 2305.

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

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

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

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

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

***Testing Procedures:***

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

1. The City may request breath, urine, hair and blood samples. Breath, urine, hair and blood specimens shall be drawn or collected at a laboratory, hospital, doctor’s office, or medical facility certified by the National Institute for Drug Abuse. The employee shall be transported by the City at the City’s expense. A union representative or the designee shall be permitted to accompany the specimen from the site where it is collected to the laboratory. An on duty union representative or their designee shall be permitted to accompany the employee, manpower permitting, to observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from an employee. The employee shall not be observed when the urine specimen is given; however, appropriate procedures shall be enforced to ensure the validity of the procedure. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee and the union representative.

**2. DRUG TESTING CUT-OFF LEVELS**

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

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

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

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

All reconfirmation tests for hair and urine will be a limit of detection test. Limit of detection

is detection is defined as the lowest concentration at which the laboratory can identify a substance.

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

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

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

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

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

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

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

7. After considering the results of the third test performed for the union, if presented, the City may invoke disciplinary action. Any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the

employer and the employee, the base cost of which shall be covered by the employer's group health insurance, if applicable, as any other illness.

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

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

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

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

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

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

***Confidentiality:***

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

shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

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

***Federal Drug Free Workplace Act of 1988***

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

A. As a condition of employment, an employee will notify the City in writing on his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

B. Notification of the Federal agency in writing within ten calendar days after receiving a notice of the above type from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.