

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF WILKES-BARRE, Party of the First Part,
AND
TEAMSTERS LOCAL UNION NO. 401, Affiliated With
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA
JANUARY 1, 2022 TO DECEMBER 31, 2026

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AGREEMENT

THIS AGREEMENT made and entered into this 4th day of November 2022, by and between the CITY OF WILKES-BARRE, Party of the First Part, and TEAMSTERS LOCAL UNION NO. 401, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA. Party of the Second Part, hereinafter to be known as LOCAL NO. 401. IT IS AGREED AND UNDERSTOOD by the parties hereto, that the following provisions shall apply herein:

ARTICLE I

UNION SECURITY AND CHECK-OFF

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all laborers, skilled laborers, equipment operators and all skilled craftsmen employed by the City of Wilkes-Barre.

Section 2. Each Employee who on the date of this Agreement is a member of the Union in good standing, in accordance with its Constitution and By-Laws or who shall thereafter become such a member shall maintain his membership in the Union in good standing for the duration of this agreement; provided, however, that at anytime within the period fifteen (15) days prior to the expiration of this Agreement, any such Employee may withdraw from membership in the Union by giving to the City and the Union notice in writing of his intention to do so.

Section 3. Upon receipt of a signed written authorization from the Employee, the Employer shall deduct each month from the Employee's wages the Union initiation fee, dues, or other assessments and remit the same to the Secretary of the Union together with an itemized statement indicating each Employee and the amounts deducted for dues, initiation fees, or other assessments. The Employer agrees to remit all deducted monies along with the itemized list to the Union on or before the 15th of the month after such deductions are made. The Employer shall be advised by the Union as to the amounts to be deducted.

Section 4. If the Employer is unable to make such deductions from an Employee's pay due to the Employee being off because of sickness, vacation, temporary layoff, or any other reason, the Union will notify the Employer in writing after said Employee returns to work of the delinquent amounts owed by said Employee and the procedure the Employer shall use to deduct the delinquent monies.

Section 5. No member of Local No. 401 shall be disciplined or discharged for acting on any Committee in the interest of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. The Employer agrees to grant the necessary time off without discrimination and without pay to any employee member of Local No. 401 designated by the Union to attend a labor convention or serve in any capacity on other official Union business.

Section 6. It shall be a violation of this Contract for any Employer to deduct any money from the Employee's pay unless agreed to by said Employee, except deductions required by Federal, State, County, Municipal or Borough laws.

ARTICLE II

CAUSE FOR DISCHARGE AND MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the City and the direction of its Employees, including the right to hire, suspend for just cause, transfer and assign Employees, in reverse order of seniority to any position in the bargaining unit, promote and advance, and the right to discipline or discharge for just cause is vested exclusively in the City, subject, however, to the Union's right to protest any such discipline or discharge action in the grievance and arbitration procedure set forth in Article XX herein.

Section 2. Nothing herein contained shall be construed to limit the right of the City to regulate, manage and control the said Departments of the City except as specifically modified by the terms of this Contract, and the laws of the Commonwealth of Pennsylvania.

Section 3. The City shall not subcontract out any work so long as there are Employees who can perform the work on lay off. **The City shall not utilize subcontractors to perform work on an overtime basis as long as there are qualified employees available to perform the overtime work.**

The City shall have the right to subcontract out the collection of the Recycling and Municipal Solid Waste collection provided that no employees who possess a Commercial Driver's License are on layoff. The City retains its right to hire and layoff, as it has in the past, temporary employees regardless of any subcontracting contracts.

Section 4. Effective January 1, 2002, the City shall have the right to rehire retired members of Teamsters Local No. 401 and Public Service Employees Local #1310, who possess a Commercial Driver's License, and other employees to assist the full-time employees in seasonal work such as snow plowing, yard waste collection, stream cleaning, grass cutting unforeseen emergency, etc. These employees will be referred to as seasonal employees, rehired on a temporary basis, paid on a per diem basis, and receive no benefits. No part-time, seasonal, or per diem employees are entitled to any benefits. The seasonal employees will only be eligible to work if all qualified Teamster employees have been given the opportunity to work first.

These seasonal employees will only be utilized if no qualified employees are on layoff.

Section 5. The City has the right to utilize Luzerne County Prison Work Release workers to perform manual work maintaining the levee by clearing trees and foliage, etc.

Section 6. Local No. 401 agrees at all times, as far as is in its power, to further the interests of the City of Wilkes-Barre.

ARTICLE III

SENIORITY

Section 1. Party of the Second Part reserves the right to refuse to work with any laborers, skilled laborers, equipment operators, and all skilled craftsmen who may be employed by the Party of the First Part, who will not make application for membership when requested by an official of Local No. 401, as in accordance with the Federal or State Law.

Section 2. During the lull or slack seasons, when it becomes necessary to lay off employees, employees shall be laid off in rotation, beginning with the last man employed, who shall be laid off first, with full seniority rights prevailing at all times. Men employed as extra men, or during rush periods, shall not acquire seniority until they have been in the employ of the City for thirty-one (31) days and must make application in joining the Union.

Section 3. Temporary employees shall be separated into two classifications; laborer and CDL Driver. When a vacancy occurs in a regular position, if the City, in its discretion, decides to fill said vacancy, it shall do so from the appropriate list first offering said vacancy to temporary employee who possess the skills and qualifications required for the position as determined by the City.

After it is determined that a temporary employee possesses the skills and qualifications required for a position, job offers shall be based on seniority although disciplinary history which occurred in the preceding six (6) months will be considered as well. The total number of temporary employees shall be limited to the number equal to 15 percent of the full time bargaining unit positions rounded down. The City agrees to meet with the Union to discuss a vacancy if seniority is not the determining factor but retains the right to fill the vacancy as it deems appropriate.

Section 4. The Employer agrees to use available regular employees first before assigning temporary employees to truck driving.

Section 5. The Employer shall have the right to continue to use part time employees in the summer. Such part time positions shall be offered to laid off employees first provided they are able to perform the job. The City shall have the right to hire temporary employees on the same basis.

Section 6. Each employee is responsible to provide the Employer with an accurate and up-to-date address/phone number. Further, each employee shall notify the Employer of any changes in their address/phone number as soon as practical after the change has occurred.

Section 7.

A. All Heavy Equipment Operators shall be required to be able to operate the following pieces of equipment:

- Loader
- Backhoe
- Grader
- Bulldozer
- Paving Machine
- Milling Machine

- Gradall
- Sweeper
- Tub Grinder
- Other rental equipment
- Vacuum Truck
- Other similar heavy equipment

- B. Each Heavy Equipment Operator shall be certified by the Director of the Department of Public Works to operate each piece of the above mentioned equipment. The Director of the Department of Public Works shall receive a recommendation from the currently certified Heavy Equipment Operators as to the proficiency level of the Heavy Equipment Operator being certified.
- C. If a Heavy Equipment Operator is not certified to operate each piece of equipment, he shall be transferred back to the position he held prior to becoming a Heavy Equipment Operator and his position of Heavy Equipment Operator shall be placed up for bid.
- D. The successful bidder for the Heavy Equipment Operator shall be given a period of six (6) months to become certified by the Director of Public Works to operate each piece of equipment. If he fails to certify, subsection C above shall apply.

Section 8. The Director or his designee will make work assignments. Assignments will be made based upon the operational needs of the City. Assignments shall be made in a fair and equitable manner based upon the skills of bargaining unit members. If the skills of two or more bargaining members are relatively equal then the work assignment shall be made based upon overall seniority. Work assignments shall not be made in order to penalize or reward any member or members. Overall Teamster seniority shall be used in overtime assignments, vacation selection, and layoffs.

In order to qualify for the CDL Driver rate, a bargaining unit member must be able to operate all CDL classified equipment. CDL drivers cannot decline driving assignments.

If a CDL Driver loses his license, on the first offense he shall be demoted to the position of Laborer for the period of the suspension. If a CDL Driver loses his license, on the second offense he shall be demoted to the position of Laborer for the period of one year or the duration of the suspension, whichever is longer. If a CDL Driver loses his license, on the third offense he shall be demoted to the position of Laborer permanently and shall no longer be permitted to operate any City-owned vehicles or equipment. The appropriate salary reduction will accompany the demotion to Laborer in all cases.

Section 10. The City has the right to make job assignments and scheduling based upon the operational needs of the City, in accordance with this agreement.

ARTICLE IV

SHOP STEWARD

Section 1. Local No. 401 may appoint three (3) of their members to act as the Steward, whose duty it shall be to see that the conditions of this Contract are not broken by either the Employer or the Employees and under no consideration shall be discriminated against for acting

as the Steward. Steward shall see that all members keep paid up and in good standing in their dues. In the event of a lay-off, the Steward shall be the last Employee to be laid off.

ARTICLE V

VOLUNTARY TERMINATION AND LAYOFF

Section 1. Any Employee desiring to quit his position must give his Employer one (1) weeks’ notice of his intention, and it is also agreed that if the Employer wishes to lay off any Employee in the bargaining group, other than a temporary Employee, he shall give him one (1) weeks’ notice. The Employee shall receive all money due him, and upon request shall be issued a statement in reference to his service and discharge, in writing upon demand. The Employer may, in lieu of one (1) week’s notice, pay the Employee one (1) week’s pay.

Section 2. Temporary employees with the exception of seasonal employees will receive one (1) week notice of layoff and will be hired back prior to the Employer hiring from outside the bargaining unit, however the rehiring of a temporary employee will be based on past performance and ability. Disciplinary action for temporary employees will be expunged after six (6) months if no further disciplinary action occurs in that time frame.

ARTICLE VI

WAGES

Section 1.

Employees shall receive the wage rates set forth below based on the employee’s classification.

Any employee who was not receiving the applicable 2022 rate set forth below shall be red circled and shall receive a lump sum payment in January of each year of the agreement, which shall be the equivalent of 2 percent of their annualized base wage. In January of 2024, January of 2025 and January of 2026, the annualized base wage shall include the 2 percent lump sum paid in the prior January. Such payments shall be in lieu of the annual increases outlined below.

	Hourly	Hourly	Hourly	Hourly	Hourly
	Effective	Effective	Effective	Effective	Effective
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Classification				\$.75	\$.75
Lead Operator	\$34.43	\$35.43	\$36.18	\$36.93	\$37.68
Mechanic		\$26.11	\$26.86	\$27.61	\$28.36
Heavy Equipment Operator		\$26.11	\$26.86	\$27.61	\$28.36
CDL Driver	\$21.73	\$23.73	\$24.73	\$25.48	\$26.23
Sign Shop Technician	\$21.73	\$23.73	\$24.73	\$25.48	\$26.23
Patch Machine Operator		\$23.23	\$23.98	\$24.73	\$25.48

Laborer I	\$22.90	\$23.90	\$24.65	\$25.40	\$26.15
Laborer II (hired after 1/1/94)	\$19.61	\$20.61	\$21.36	\$22.11	\$22.86

All bargaining unit employees shall receive a lump sum ratification bonus in the gross amount of \$1000.00. This ratification bonus will be subject to applicable taxes and withholdings.

Section 2.

If an employee is ordered to operate a piece of heavy duty equipment he shall receive a minimum of one (1) hour pay at operators' rate. Time worked operating heavy duty equipment beyond one (1) hour but less than four (4) hours will be rounded to the next hour, and the employee will be paid that many hours of operators' pay. If the employee works in this classification beyond four (4) hours, that employee will receive eight (8) hours of operators' pay.

ARTICLE VII

HOURS OF WORK

Section 1. The work week shall be Monday through Friday. A workday shall be defined as 12:00 a.m. to 11:59 p.m. For example, Monday begins at 12:00 a.m. and ends at 11:59 p.m. Bargaining unit members will not start their lunch break prior to the members being on duty for three (3) hours or after the employee has been on duty for six (6) hours, when practical. This rule shall not apply to Drivers who are required to drive trucks to the landfill. All full-time employees shall be entitled to and required to take a meal period of one (1) hour between the hours of 11:30 a.m. and 12:30 p.m.

Section 2. Time and one-half to be paid for all work after forty (40) hours in a week. If a bargaining unit member works a double shift, he shall be entitled to a one-half (1/2) hour lunch break during hours eight (8) through sixteen (16).

Section 3. Employee will work a full eight (8) hour day, after reporting, however, said Employee may be relocated to other Bureaus as required. Employees called back to work after a normal shift shall be paid a minimum of four (4) hours overtime callout.

Section 4. Employees shall be paid double time for all time worked on Sunday.

Section 5. All employees' starting time shall be from the facility of the Employer. All Public Works employees shall report to the City's Department of Public Works Facility and all Park and Facilities employees shall report to Kirby Park or Coal Street Park. If circumstance dictates, an employee may be ordered by the Foreman or Director to report directly to a designated worksite in lieu of the DPW Facility, Kirby Park, or Coal Street Park. The employees'

time shall then commence upon notification. All employees are required to punch in and out on the time clock provided by the Employer.

Any employee who is late in reporting for work will be docked for a minimum of one (1) hour pay or for the actual time missed, whichever is more, but in no case less than one (1) hour.

Hours of work will be strictly enforced. Employees who are repeatedly late for work may be subject to disciplinary action. Repeatedly shall mean more than one time per month.

Section 6. Any regular Employee ordered to work on any day shall be guaranteed four (4) hours when called out to work.

Section 7. When an Employee, who is laid off and is called back to work and the Employer is unable to contact said Employee, the Union office will be called. The Union will then endeavor to furnish the Employer with the next men on the Seniority List.

Section 8. If an Employee is assigned to work in a higher rated job for more than four (4) hours, the Employee shall receive the higher rate for the full work day.

Section 9. All overtime shall be offered by overall Teamster seniority.

Section 10. An employee must first report to his supervisor or any other supervisor if his supervisor is not available, if he is leaving his job assignment for any reason.

Section 11.

(a) By September 30th of each year, the Union shall provide to the Employer a written list of all the employees who wish to be removed from the overtime callout list for snow removal.

(b) The Employer is only obligated to callout any one employee for overtime one (1) time during any twenty-four (24) hour period. However, if the Employer chooses to go back through the seniority list for successive callouts rather than order out employees, he is obligated to offer the assignment to all members currently on the overtime callout list using seniority.

(c) If the Employer offers overtime assignments to each employee currently on the overtime callout list, and after doing so, not enough employees voluntarily accept the overtime assignments needed to complete the job, the Employer shall have the right to order out, in reverse seniority order beginning with the temporary employees (provided that the Employer has the right to order out temporary employees), enough men to complete the job.

(d) A work day for overtime is classified as 12:00 a.m. to 11:59 p.m.

(e) A personal/sick day may be used at any time without prior notice with the exception of the day before or after contractual holiday in accordance with the provisions of this agreement. An employee who has called off "sick" is not eligible for overtime during the applicable 24 hour work day.

- (f) An employee who is off on one (1) scheduled Vacation/Personal Day shall be eligible for overtime at the end of the regular eight (8) hour day.
- (g) An employee who is off on two (2) or more scheduled Vacation/Personal Days shall not be eligible for overtime until the scheduled start of the very next regular eight (8) hour work day after the scheduled vacation/personal days. For example, an employee has scheduled off Monday and Tuesday as vacation/personal days. That employee is eligible for overtime until the start of that scheduled Monday; after having Monday and Tuesday off, the employee will be eligible for overtime again on Wednesday at the end of the regular eight (8) hour day.
- (h) An employee who is off on five (5) or more scheduled vacation/personal days shall not be eligible for overtime until the scheduled start of the very next regular eight (8) hour work day after the vacation personal days. However, that employee is eligible for overtime until the regular start of the scheduled multiple day vacation. For example: an employee has scheduled off Monday through Friday as vacation/personal days. That employee is eligible for overtime until the regular start of that scheduled Monday; after having Monday through Friday off, the employee will not be eligible for overtime again until the following Monday at the end of the regular eight (8) hour day.

If an employee is ordered out on an overtime assignment and does not report for said shift, said failure to report to work shall be treated as an unexcused absence and the employee shall be subject to disciplinary action. If an employee fails to report for a scheduled overtime assignment, he shall not be eligible for the next overtime assignment callout.

Section 12. Employees may elect compensatory time in lieu of overtime pay at the appropriate rate. Employees may accrue up to 96 hours of compensatory time. Employees may carryover 40 hours of compensatory time into the next calendar year. Any compensatory time above 40 hours will be paid out in the first full pay period of the new calendar year.

Compensatory time must be scheduled and utilized the same as Vacation as set forth in Article 8, Sections 4 and 5.

All full time bargaining unit employees will be entitled to utilize up to 16 hours of compensatory time to cover absences occasioned by the need to work 16 straight hours for purposes of snow plowing. Such time shall not carryover from year to year.

ARTICLE VIII

VACATION: NONCUMULATIVE

Section 1.

Employees shall be granted annual paid vacation in accordance with the following based on length of service:

During the first year of employment a pro-rated part of 10 workdays, pro-rated on the basis of months of service as of January 1. Thereafter, as of January 1 of each year:

- 10 working days after completion of 1 year of service**
- 11 working days after completion of 3 years of service**
- 12 working days after completion of 5 years of service**
- 14 working days after completion of 6 years of service**
- 15 working days after completion of 7 years of service**
- 16 working days after completion of 9 years of service**
- 17 working days after completion of 11 years of service**
- 18 working days after completion of 14 years of service**
- 20 working days after completion of 16 years of service**
- 22 working days after completion of 20 years of service**

Section 2. When an Employee goes on vacation he shall receive his current regular rate.

Section 3. Employees shall be permitted to carry over three (3) days of unused vacation leave into the next calendar year.

Section 4. All employees shall be required to bid on one (1) five (5) day period of vacation each year during the first week of December of each year for the following year. The bidding shall be performed utilizing overall seniority. Once the one-week is bid, no one, even an employee with more seniority than the employee who bid on the week, can "bump" that employee out of that week of vacation. The week will be "locked-in." The City will post the bidding schedule and assign bidding times by overall seniority.

By October 1st of each year, each employee must utilize at least 75% of his vacation leave, excluding the "locked-in" week. If the employee has not utilized at least 75% of his vacation leave by October 1st of each year, he will forfeit the balance of his vacation leave that is in excess of 75%.

Section 5. The City has the right to prohibit any day from being available for vacation in order to meet the operational needs of the City. Further, the Director of Public Works may limit the number of bargaining unit members on vacation simultaneously to meet the operational needs of the City.

Requests for leave for one (1) day must be made to the City with three (3) days written notice and the City will respond to the request within 24 hours. Requests for vacation leave of one (1) week must be made to the City with two (2) weeks written notice and the City will respond within 48 hours. Exceptions to these regulations may be made at the discretion of the City.

Section 6. Temporary employees will be evaluated after 90 days from the date of hire and every quarter after that and if there has been no disciplinary action or reprimands or excessive time missed, the employee will get one day of paid time off (PTO) after each evaluation.

ARTICLE IX

HOLIDAYS

Section 1. The following holidays shall be observed and all Employees working under this Agreement shall receive one day's pay therefore at their straight time rate providing they meet the eligibility requirements provided for herein:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Good Friday
8. Friday after Thanksgiving
9. Flag Day
10. Columbus Day
11. Thanksgiving Day
12. Christmas Day

Section 2. In order to qualify for payment of a Holiday, the Employee must work the day before and after the Holiday, but if the Employee could substantiate his illness by a Doctor's slip or if a man calls in and explains his absence, the City, at its discretion, will pay for the Holiday providing the Employee is not a habitual absentee.

Section 3. Double time shall be paid for all work on the actual holiday, regardless of when said holiday is observed by the City. Holiday pay (eight (8) hours at straight time) will be paid for the day of observance.

Section 4. All work on Saturday in a Holiday week, provided the Employee has worked all his working days in the week, he shall be compensated at one and one-half (1/2) times.

ARTICLE X

SICK LEAVE

Section 1. Effective January 1, 2008, all employees hired prior to January 1, 2002 shall be granted twelve (12) days sick leave per year. Sick leave to be accrued on a monthly basis (except in cases of hospitalization and recovery periods, when total twelve (12) day benefits will be honored). Each year, accrual shall be 1.0 day per month worked, for a maximum accrual of twelve (12) days per annum.

Effective January 1, 2013, all employees hired on or after January 1, 2002 shall be granted ten (10) days sick leave per year. Sick leave to be accrued on a monthly basis (except in cases of hospitalization and recovery periods, when total ten (10) day benefits will be honored). Each year, accrual shall be 0.8333 days per month worked, for a maximum accrual of ten (10) days per annum.

Effective January 1, 2019, employees hired prior to January 1, 2002 shall be granted 16 days of sick leave per year and employees hired after January 1, 2002 will be granted 14 days of sick leave per year. Sick leave shall accrue on a monthly basis (except as provided elsewhere in this agreement).

Section 2. An Employee may accumulate unused sick leave up to a total of 75 sick days. On the first pay date of each year, the Employer shall pay to the Employee the sum of fifty (50%) percent of the product of the Employee's rate on December 31 of the previous year multiplied by eight (8) hours for each accrued sick day in excess of 75. Sick days so compensated shall be deducted from the accumulation.

Any employee hired on or after April 10, 2019 shall not be entitled to annual sick leave payment after reaching cap.

Section 3. Sick days shall not be accrued while off on sick leave.

Section 4. Employees shall be covered by the Workers' Compensation Act, and shall be compensated for work related illnesses or injuries in accordance with the Act. Sick leave shall not accrue while on leave of absence related to work related illness or injury.

Section 5. City to post amount of sick leave that all Employees have coming every six (6) months.

Section 6. Upon the death of the Employee or upon normal retirement under the terms of the City Pension Plan or Social Security, the City shall compensate said Employee the sum of fifty (50%) percent of the product of the Employee's rate on his day of death or retirement multiplied by eight (8) hours for each accrued sick day that the Employee had on that date.

Any employee hired before April 10, 2019 shall have the sick leave payment capped at \$10,000; provided that any employee with a sick leave value greater than \$10,000 on April 10, 2019 based on the existing benefit calculation shall receive the full value of that leave payout upon retirement. Any employee hired on or after April 10, 2019 shall not be entitled to sick leave payout for any reason.

Section 7. The City shall not require a doctor's certificate to substantiate absence because of sickness unless the Employee involved has been warned in writing previously of excessive absenteeism. A copy of said warning shall be simultaneously sent to the business representative of Local No. 401. The employer shall have the right to require an employee to produce a doctor's excuse for absences of three (3) consecutive days or more.

Section 8. Employees who habitually report to work only to leave work sick may be required to produce a physician's excuse and are subject to disciplinary action, at the discretion of the Employer.

Section 9. Employees who use excessive sick leave or utilize sick leave in such a pattern as to establish use of sick leave for reasons other than sickness may be subject to disciplinary action at the discretion of the Employer.

Section 10. Any employee intending to call off sick for a particular day, must do so by calling the base no later than 6:00 a.m. Failure to do so will result in that employee not being paid for that day.

Section 11. An employee who is temporarily unable to perform his regularly assigned duties, due to a work-related or non-work related injury, may be assigned, at the discretion of the Employer, "light duty" tasks which have been cleared by the employee's physician as able to be performed by the employee.

The employee's physician must produce a note which describes exactly what tasks the employee may and may not perform and the length of time the individual will not be able to perform his regular duties.

The assignment of an employee to "light duty" tasks shall be deemed to be temporary in nature and at the discretion of the Employer. Assignment of "light duty" tasks shall not be interpreted to be permanent in nature nor are employees with permanent injuries which prevent them from ever reassuming their regular duties eligible for light duty assignment.

Employees on "light duty" are not eligible for any overtime callouts or assignments.

Section 12. Upon submission by a bargaining unit member of a letter to retire, said bargaining unit member shall be entitled to receive credit for and all sick days which have not yet been accrued for that calendar year only. Same shall immediately become due to employee and shall be included in any retirement sick leave buyback payment to which the employee is entitled.

The following bargaining unit members are eligible for this benefit: Bargaining unit members who retire on a City pension after twenty (20) years of service and bargaining unit members who retire on a City pension or Social Security after a minimum of ten (10) years of service with the City of Wilkes-Barre.

Any employee hired on or after April 10, 2019 shall not be entitled to the benefit.

Section 13. All bargaining unit members shall be entitled to two (2) personal days per year, the first of which will not be charged against the member's sick leave and the second of which will be charged against the member's sick leave. Personal days shall not be accrued from year to year.

Section 14. If any employee runs out of sick leave, the employee will be required to take time off without pay and will be subject to disciplinary action as set forth below.

First Offense (in rolling 12 month period): Written Warning
Second Offense: One Day Suspension

Third Offense:	Three Day Suspension
Fourth Offense:	Five Day Suspension & Final Warning
Fifth Offense:	Discharge

Only offenses within the 12 month period prior to the date of the current offense (the rolling 12 month period) shall be considered for progressive disciplinary purposes.

Section 15. The parties agree to the adoption of the Family and Medical Leave Act Policy provided as Exhibit A.

Section 16. Employees absent from work receiving workers' compensation benefits shall be entitled to continuation of medical benefits in accordance with the following schedule:

Less than one year of service at time of injury:	three months
One year to three years of service at time of injury:	six months
Three year or more of service at time of injury:	nine months

After the employee's entitlement to medical benefits expires, employees will be placed on a leave of absence without pay and without benefits in accordance with the City's FMLA policy. Any employee on leave of absence as a result of work related injury on April 10, 2019 shall have benefits continue for a period of 60 days from that date. At the conclusion of the 60 day period, the employee will be placed on a leave without pay and without benefits.

ARTICLE XI

BEREAVEMENT LEAVE

Section 1. The City of Wilkes-Barre agrees to grant all Employees coming under the terms of this Agreement, three (3) days bereavement leave with pay, whenever a death occurs in the immediate family of said Employee. By immediate family is meant: wife, children, father, mother, sister or brother, father-in-law, mother-in-law, and one day pay for the following: uncle, aunt, grandmother, grandfather, niece, nephew, grandson, granddaughter, brother-in-law, sister-in-law, step-parents, grandparents, and grandchild.

The bereavement leave will commence on the day of death and continue up through the day of the funeral, dependent upon the number of days leave granted herein. Said leave is only for regular City business days only, no weekends. The employee must attend the funeral services.

ARTICLE XII

HEALTH AND WELFARE

Section 1. The City will continue to offer the PPO and HMO plans. Employees shall be responsible for all copays, deductibles, and coinsurance for the Plan and the prescription plan as set forth herein. It is expressly understood that the City shall have the right to change carriers and/or plans as long as comparable coverage is maintained.

Employees will have 30 days to provide notice to the Human Resources Department for any qualifying event that would change the employee’s insurance coverage (marriage, divorce, birth or adoption of a child, etc.). In the event that the employee fails to provide notice within 30 days, the employee will be responsible for the full amount of the different in premium costs until such notice is provided.

Effective January 1, 2023, employees will contribute 10% of the cost of the monthly premium for the PPO Plan and 5% of the cost of the monthly premium for the HMO Plan.

Effective January 1, 2024, employees will contribute 10% of the cost of the monthly premium for the PPO Plan and 5% of the cost of the monthly premium for the HMO Plan.

Effective January 1, 2025, employees will contribute 10% of the cost of the monthly premium for the PPO Plan and 5% of the cost of the monthly premium for the HMO Plan.

Effective January 1, 2026, employees will contribute 12.5% of the cost of the monthly premium for the PPO Plan and 7.5% of the cost of the monthly premium for the HMO Plan. The cost sharing for both the PPO and the HMO Plans shall have an annual cap, which shall be equivalent to a five (5) percent increase in the applicable employee monthly contribution rate multiplied by twelve (12), which shall be established hear year of the agreement.

Premium contributions shall be made via payroll deduction each pay period in accordance with the City’s standard payroll cycle.

Effective January 1, 2013, the health plans offered will have a deductible in accordance with the schedule below.

	2023	2024	2025	2026
Single:	\$350	\$500	\$750	\$1000
Multiple:	\$700	\$1000	\$1250	\$1500

Effective January 1, 2023, the copay for an emergency room visit shall be \$100.

Effective January 1, 2020, prescription copays shall be as follows:

Retail: \$3/\$20/\$40/\$60
Mail Order: \$6/\$40/\$80/\$100

Effective January 1, 2023, prescription copays shall be as follows:

Retail: \$3/\$20/\$40/\$60
Mail Order: \$6/\$40/\$80/\$100

Effective January 1, 2025, prescription copays shall be as follows:

Retail: \$9/\$40/\$60/\$80

Mail Order: \$12/\$60/\$100/\$125

Section 2. All bargaining unit employees shall receive a life insurance policy of \$25,000.

All bargaining unit members who leave the employment of the city of Wilkes-Barre after twenty (20) years of service and bargaining unit members who retire on a City pension or Social Security after a minimum of ten (10) years of service with the City of Wilkes-Barre shall be eligible for life insurance in an amount equal to one-half (1/2) of their base salary.

The post-employment life insurance benefit shall be eliminated for any employee hired on or after January 1, 2019.

Section 3. Eligible full-time employees who document to the City that they are adequately covered by other health insurance may, upon such determination and request to the City, opt to receive a monthly payment in lieu of receiving health insurance from the City pursuant to this Article. The monthly payment shall be subject to taxes and other usual payroll deductions and made for each month the employee elects to forego medical coverage during the current calendar year. Employees may re-enroll in the City's health insurance plan by giving the City thirty (30) days advance written notice, provided that once an employee re-enrolls, he/she may not opt to withdraw again prior to the end of the current contract year.

Section 4. The Employer shall provide to the bargaining unit members, their spouses, and dependents dental insurance coverage through a provider of the Employer's choice. It is expressly understood that the Employer shall have the right to change carriers and/or plans as long as comparable coverage is maintained. All copays, deductibles and coinsurance shall be the responsibility of the employee.

Section 5. The Employer shall provide to the bargaining unit members, their spouses, and dependents a vision plan through a provider of the Employer's choice. It is expressly understood that the Employer shall have the right to change carriers and/or plans as long as comparable coverage is maintained. All copays, deductibles and coinsurance shall be the responsibility of the employee.

Section 6. Effective January 1, 1994, the Employer shall have the right to provide the health care benefits described within this Article through the provider of its choice.

It is understood that a committee shall be established comprised of members of the bargaining unit and the administration to designate what health care benefits must be provided to all bargaining unit members in an effort to define same so that comparable coverage can be placed with a provider other than the current provider.

Section 7. Retiree Healthcare Eligibility

Any employee hired on or before December 31, 2018 who retires on or after August 1, 2022 shall only be eligible to receive retiree medical benefits after the employee has reached age 50 and 20 years of service. Eligible employees shall receive the same plan in effect for active employees, and with the same copay and deductible

requirements, until the retiree reaches Medicare eligibility. The cost of coverage will be shared equally by the City and the employee until the retiree reaches Medicare eligibility (50/50). The City shall have no responsibility to provide Medicare supplemental insurance after the attainment of Medicare eligibility. The above schedule of payment applies to the retiree only. The retiree's spouse shall be required to pay the then prevailing cost for such insurance.

Any employee hired on or after April 10, 2019 shall not be entitled to retiree healthcare.

Section 8.

Any employee hired on or after April 10, 2019 shall not be entitled to retiree healthcare.

Section 9. All copayments shall be made through a payroll deduction from a retiree's pension check.

Section 10. Effective on or after January 1, 2019, the City shall be permitted to implement a voluntary employee Wellness Program. The Wellness Program, if adopted, may afford employees the opportunity to obtain a reduction in premium contributions in exchange for voluntary participation.

ARTICLE XIII

DISCIPLINARY ACTIONS

Section 1. The Employer agrees not to take any disciplinary action until it has notified the Union either through the Union Steward or by delivery of a written notice to the Union Office.

Section 2. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be normally held during the regular work shift hours of the basic work week of Monday through Friday and all employee representatives, employee witnesses, and employee appellants shall be excused from duty, without charge to annual leave or loss of pay, while participating in the arbitration proceedings. It is recognized and agreed that arbitration as provided herein is final and binding upon all parties. The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing, unless both parties otherwise agree. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself to the issue submitted for the arbitration and shall have no authority to determine any other issues not so submitted to him. The Union's right to protest any disciplinary action as defined herein shall be via the grievance procedure set forth in Article XIV.

Section 3. The Union recognizes that the management of the City and the direction of its employees including the right to hire, suspend, transfer, promote, advance, discipline, or discharge for just cause is vested exclusively in the City subject however to the Union's right to protest any disciplinary action as defined herein in the grievance arbitration procedures set forth above and in Article XIV.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Any complaint, controversy or dispute between the Union and the City concerning the interpretation or application of this Agreement other than one covered by Article XIII herein shall be subject to the grievance procedure set forth in this Article.

Section 2. The Union and the Employer mutually support and subscribe to the concept that effective communications between the individual Employee and his immediate supervisor are most important in achieving the Employer's mission and in maintaining moral. To this end, the Union and the Employer agree that an Employee should first bring his grievance to the attention of his immediate supervisor for an informal discussion with the Union steward present. Grievances not submitted within ten (10) work days after the occurrence of the events underlying the grievance or grievances will be deemed to be waived. If after such a discussion the Employee decides to appeal the matter, he shall put his grievance in writing and submit it to the Department Head.

Section 3. If the matter is not settled to the satisfaction of the employee and the Union in the above step, employee shall have ten (10) working days to submit the matter to the employee's department director. The employee's department director shall consider the grievance and supply an answer to the employee within ten (10) working days after the receipt of the grievance.

Section 4. In the event that the grievance is not satisfactorily settled by the answer of department director, the Union shall have thirty (30) calendar days from the receipt of said answer to submit the matter to final and binding arbitration by requesting a panel of arbitrators from the American Arbitration Association, unless extended by mutual agreement of parties. Said procedure shall be subject to the voluntary rules of labor arbitration of the American Arbitration Association. Pursuant to said rules, the parties shall choose a neutral arbitrator to make a final and binding decision in the matter.

Section 5. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

Section 6. The arbitrator shall not have the authority to add to or subtract from or modify the provisions of this Agreement.

Section 7. Teamsters Local No. 401 and the Employer will establish a committee to meet monthly initially and in intervals decided upon by the parties thereafter, in an effort to maintain and further the relationship of the parties with reference to adherence to the grievance procedure and in an attempt to address employee and employer concerns.

Section 8. As of April 30, 2019, there are no outstanding valid grievances, Unfair Labor Practices, or labor disputes between the parties.

ARTICLE XV

NO STRIKES—NO LOCKOUTS

Section 1. There shall be no strikes, sit downs or slowdowns and no lockouts during the term of this Agreement.

Section 2. Any Employee covered by this Agreement who shall leave his work voluntarily because of a grievance shall, after being notified by his supervisory head in writing to return to work within forty-eight (48) hours after leaving position and refuses to do so, shall be subject to immediate dismissal without recourse.

ARTICLE XVI

JURY DUTY

Section 1. Every employee covered by this Agreement who is ordered by appropriate authority to report for Jury Duty, shall be granted a leave of absence from his regular duties during the actual period of such Jury Duty and shall receive for such period of Jury Duty, the difference between any Jury Duty compensation they receive and their regular wages for each day of Jury Service. Said employee shall remit to the City, any payment they receive for serving for days on which they were absent from work and compensated as stated herein.

ARTICLE XVII

SAFETY

Section 1. It shall not be considered a violation of this Agreement for Employee operators to refuse to operate any vehicle that does not meet with the requirements of any State Law, with reference to brakes, lights, etc.

Section 2. Heaters and defrosters shall be in all trucks and shall be kept in operating condition between October 1st and May 1st, as far as reasonably possible.

Section 3. Employee operators shall make immediate reports of any mechanical defects in their trucks to their supervisors. Employee operators shall have nothing to do with the care of trucks except to gas, check oil, check water, check tires, and clean. Truck drivers are responsible to inspect their vehicle each morning and make certain that it contains a license plate, owner's card and insurance card. If it does not, the truck driver must immediately inform his supervisor.

Section 4.

The parties agree to the adoption of the Drug and Alcohol Policy attached as Exhibit B.

Section 5. Truck drivers are responsible to notify dispatch when they leave and return to their vehicles.

Section 6. Effective March 1, 2002, the City has the right to randomly perform drug and alcohol testing of all employees, regardless of their job classification. Screening is for alcohol and illegal drugs only, not prescription drugs.

ARTICLE XVIII

EXTRA CONTRACT AGREEMENTS

Section 1. There shall be no written or verbal agreement made that may conflict with this Agreement.

ARTICLE XIX

MISCELLANEOUS

Section 1. The Employer shall provide foul weather gear when necessary in the Employer's opinion.

Section 2. The City has purchased state of the art equipment in an attempt to modernize the Public Works and Parks Departments. The parties agree that with the advances in technology, it is more efficient to man equipment with one employee.

Section 3. The Department of Public Works shall be recognized as one (1) Department which contains two (2) Bureaus, a Bureau of Public Works and a Bureau of Parks/Recreation.

Section 4. Except in the case of an emergency, employees shall not be required to use their personal vehicles for City business. In the event an employee does use his or her vehicle at the direction of the City, the City will reimburse employees for mileage at the current IRS rate.

Section 5. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan.

Section 6. The Non-Uniformed Pension Plan shall be amended to provide bargaining unit members with a retirement benefit based on the member's highest two (2) year average annual salary. Employees hired on or after April 10, 2019, shall contribute 7 percent of compensation to the pension plan. Effective August 1, 2022, all employees in the bargaining unit shall contribute 7 percent to the pension plan.

Section 7. The City shall provide two (2) t-shirts to each bargaining unit member by April 1st of each year and one (1) sweatshirt to each bargaining unit member by September 1st of each year, at no cost to the bargaining unit member.

Section 8. It is the position of the Union that all maintenance of Public Square and Downtown City Properties, traditionally performed by members of Teamsters Local Union No. 401 has always and shall remain the exclusive work of Teamsters Local Union No. 401. The Teamsters do not agree to surrender any work.

Section 9. Residency: Employees shall be required to reside within the City or within 13.5 standard miles of the City's Department of Public Works Garage, 3 Conyngham Ave, Wilkes Barre, PA 18711. The measurement tool shall be Google Earth.

Section 10. After the execution of this agreement, the City shall prepare a codified Collective Bargaining Agreement, unifying all past and current Collective Bargaining Agreements and Settlement Agreements. After it has been prepared to the satisfaction of both parties, it shall be signed by the Mayor and the Business Agent for Teamsters Local Union No. 401.

Section 11. An employee shall be financially responsible for any damage done to vehicles or equipment in his possession due to gross negligence, willful misconduct, or a deliberate violation of work rules. However, an employee is not responsible for damage done as a result of a mechanical defect provided that said mechanical defect is not a result of his gross negligence, willful misconduct, or deliberate violation of work rules. All moneys shall be deducted from the employee's paycheck.

However, if the employee chooses to grieve the charges against him, the Employer agrees not to begin withholding said moneys until such time as the grievance is adjudicated, provided that the employee adheres to the time restriction for submitting grievances outlined in ARTICLE XIV, GRIEVANCE PROCEDURE. For purposes of this section, the occurrence of the event (s) shall be the Employer's written notice to the employee that action will be taken to recoup payment for damage done to a vehicle or equipment.

Section 12. The City shall comply with all applicable federal and state laws regulations regarding military service.

Section 13. All employees shall be prohibited from smoking and using any tobacco products in City buildings or in City owned or leased vehicles. In addition, smoking or tobacco use during working hours, including meal and break periods, shall be permitted only in designated areas outside of buildings, and any such area shall be no less than 20 feet from an entrance. Employees shall also be prohibited from smoking or using tobacco in any public area where smoking or tobacco use are expressly prohibited.

ARTICLE XX

DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is certified without discrimination as to age, sex, race,

color, religion, ancestry, national origin, non-job related handicap or disability, political affiliation, or any other characteristic protected by law.

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or Union against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

ARTICLE XXI

TERMINATION

Section 1. The term of the Agreement shall be four (4) years and become effective as of the 1st day of January, 2023 shall remain in full force and effect until the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20____ at Wilkes-Barre, Pennsylvania.

FOR THE CITY OF WILKES-BARRE:

FOR TEAMSTERS LOCAL NO. 401:

George Brown
Mayor

Mark Dimirco
Principal Officer/Business Rep.

EXHIBIT A
FAMILY AND MEDICAL LEAVE POLICY

The City recognizes that employees from time to time may require a leave of absence to attend to certain family or medical situations. Pursuant to the Family and Medical Leave Act ("FMLA"), eligible employees may be entitled to unpaid family or medical leave pursuant to this policy.

Eligibility

Eligible employees are those who (1) who have been employed by the City for at least 12 months, and (2) have worked at least 1,250 hours during the 12-month period preceding the leave.

Basic Entitlement

Eligible employees are entitled to a total of up to 12 weeks of unpaid job-protected leave during any 12-month period for the following reasons:

1. Incapacity due to pregnancy, prenatal medical care or child birth.
2. To care for a newborn child or following the adoption or foster placement of a child.
3. To provide necessary care for the serious health condition of a spouse, parent, or minor or disabled child.
4. To care for the employee's own serious health condition that renders the employee unable to perform his or her job.
5. Any other reason set forth in the FMLA, as amended from time-to-time, or applicable regulations.

The City will calculate the 12-month period by measuring backward from the date an employee uses FMLA leave (i.e., leave is limited to the balance of 12 weeks not used during the prior 12 months).

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either (1) an overnight stay in a medical care facility or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job or prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by (1) a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit to a health care provider and a regimen of continuing treatment, (2) incapacity due to pregnancy, or (3) incapacity due to a

chronic condition. This definition is intended to be consistent with the FMLA, as amended from time-to-time, and applicable regulations.

Eligible employees are entitled to a total of up to 12 weeks for FMLA-qualifying reasons. However, in cases where the City employs both spouses, they are limited to a combined total of 12 weeks of FMLA leave because of the birth, adoption, or foster care placement of a child or to care for a parent with a serious health condition. If the spouses both use a portion of the total 12-week FMLA leave entitlement for the birth, adoption, or foster care placement of a child or to care for a parent, each spouse is entitled to the remaining balance of his/her unused 12-week entitlement for other FMLA-qualifying purposes.

FMLA leave may be taken all at once or, when medically necessary, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. A reduced leave schedule is a work schedule that reduces the employee's usual number of working hours per workday or workweek. Employees will be informed whether they are eligible for intermittent leave or a reduced leave schedule when they apply for FMLA leave. To the extent possible, intermittent or reduced schedule leave should be scheduled so as not to disrupt the City's operations.

Military Family Leave Entitlement

Eligible employees with a spouse, son, daughter or parent who is (1) a member of the regular component of the Armed Forces and deployed to a foreign country, or (2) a member of the National Guard or Reserves on active duty or called to active duty status and deployed to a foreign country, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Intermittent leave may be available for qualifying exigency leave.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is:

1. A current member of the Armed Forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that renders the servicemember medically unfit to perform his or her duties and for which the servicemember is (a) undergoing medical treatment, recuperation or therapy, (b) is in outpatient status, or (c) is on the temporary disability retired list; or

2. A veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) who suffered a serious injury or illness while in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) for which the veteran is undergoing medical treatment, recuperation or therapy, if the veteran was a member of the Armed Forces at any point during the five years prior to the medical treatment, recuperation or therapy at issue.

If two spouses both work for the City, they are limited to a total of twenty-six (26) weeks for servicemember family leave and all other FMLA-qualifying reasons in a single 12-month period.

FMLA Procedures

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. Advance notice should be provided in writing to the Human Resources Director. When the need for leave is not foreseeable, employees must provide notice as soon as possible. During leave, employees must keep the City informed of the estimated duration of leave and their intended date to return from leave. Employees also must make reasonable efforts to work with the City to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Employees on approved FMLA leave must fully comply with the City's normal leave policies and call-in procedures.

Upon requesting FMLA leave, eligible employees will receive a notice of their rights and responsibilities while on FMLA leave. Ineligible employees will be informed why they are not eligible for FMLA leave.

Eligible employees will also receive a form to complete and submit. If FMLA leave is taken because of the employee's or his or her family members' serious health condition or for servicemember family leave, the employee will receive a Certification of Health Care Provider form to complete and submit before the leave begins or within fifteen (15) days if advance notice has not been provided. The employee must submit complete and sufficient medical certification within fifteen (15) days of the request for the leave, or the leave may be denied. If the medical certification is submitted timely but is incomplete, the employee will be given a list of the deficiencies and the information needed to correct the deficiencies. The employee has seven (7) days to correct the deficiencies. Leave can be denied if the employee does not correct the deficiencies within the seven (7) days. Employees may be required to provide periodic recertification supporting the need for leave. The City reserves the right to require second and third opinions at the City's expense relating to a medical certification. Any employee returning to work from a personal medical leave will be required to submit a fitness-for-duty certification from his or her health care provider, stating that he/she is able to resume work. An employee will not be

able to resume his or her duties until the fitness-for-duty certification form has been provided.

An employee who requests FMLA leave because his or her spouse, parent or child is called up for or is on active duty in the Armed Forces will receive an Active Duty Certification form to complete and submit.

After an employee submits the required certification forms, the City will notify the employee if the leave will be designated as FMLA-protected. If so, the notice will include the amount of leave counted against the employee's FMLA entitlement. The City also will notify an employee if the leave is not FMLA-protected.

An employee on FMLA leave is prohibited from engaging in other employment during the period of the leave of absence, unless the employee has received written authorization from the City to engage in such employment. Any employee who commits fraud or makes a misrepresentation in connection with any requested or actual FMLA leave will be subject to disciplinary action, up to and including discharge.

Concurrent Use of Leave

The City requires employees to use all of their accrued vacation, sick leave, and other paid leave concurrently with FMLA leave. An employee may elect to retain up to five (5) days of vacation time, provided that such election is made prior to the exhaustion of the employee's vacation time. After all accrued paid leave is exhausted, any remaining FMLA leave is unpaid. Employees absent from work and receiving short-term disability, long-term disability, heart and lung act benefits, or workers' compensation benefits also are required to use FMLA leave concurrently. When using paid leave during FMLA leave, employees must comply with the City's paid leave policies. Vacation and sick leave will NOT accrue during paid or unpaid leave.

Maintenance of Benefits

The City will continue to maintain coverage under its benefits plans (i.e. health, dental, vision, life) for the duration of the FMLA period for employees on FMLA leave. However, employees are responsible for the payment of all required premiums while on unpaid leave. Employees' premiums must be paid on a monthly basis during FMLA leave. Payment for employee premiums must be received on the first day of each month. Failure to pay premiums may result in loss of insurance coverage to employee. Any employee who fails to return to work upon completion of a FMLA leave will be required to reimburse the City for all benefit premiums paid by the City on the employee's behalf during such leave, unless the employee's failure to return is due to circumstances beyond the employee's control. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

If the employee contributes to a City-sponsored life insurance or disability plan, the City will continue making the related payroll deductions while the employee is on

paid leave. While the employee is on unpaid leave, the employee will be responsible for any such payments. Failure to make such contributions during an unpaid leave period may result in the discontinuation of coverage during the leave period, or will recover the payments at the end of the leave period, in a manner consistent with the law.

Reinstatement

The City will reinstate employees returning from FMLA leave to their former position or to a position with equivalent pay rate, benefits, and other terms and conditions of employment, as required by law.

Upon return to work, employees who took leave due to their own serious health condition must submit a fitness for duty certification from his or her health care provider, stating that they are able to perform the essential functions of their position either with or without reasonable accommodation.

Additional Provisions

The FMLA prohibits employers from interfering with, restraining, or denying the exercise of any right provided under the FMLA and from discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violations of the FMLA. Additional information regarding the FMLA may be obtained from the U.S. Department of Labor by calling 1-866-4US-WAGE. The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights.

This policy will be administered in a manner consistent with the terms of the Family and Medical Leave Act of 1993, as amended. The City reserves the right to impose any conditions or limitations upon any leave of absence as may be deemed consistent with the provisions of the Act.

Employees should contact Human Resources for further information about eligibility for FMLA leave and the required procedures

Non-FMLA and Non-Military Leaves of Absence

The City recognizes that employees from time to time may require a leave of absence for personal reasons that are not covered under the FMLA, where the employee is not eligible for FMLA leave, or if the need for leave extends beyond the FMLA 12-week entitlement. Depending upon all the circumstances, including but not limited to the City's operational needs, the employee's seniority, and the reason for needing time off, an unpaid leave of absence for a limited period may be granted, in the City's sole discretion.

To permit advance planning by the City, any request for a leave of absence must be submitted as soon as the employee's need for future leave becomes apparent. This request must be in writing and must set forth the anticipated length of the absence, with the date of the requested leave and the circumstances that prompted the request. The request should also include any supporting documentation requested by the City, such as medical documentation. A leave of absence approved by the City will not be extended beyond the date of the initial written request without further written request and approval.

If an employee's request for a leave of absence is granted by the City, it will be an unpaid leave of absence without pay and without benefits. The employee may continue health insurance coverage; however, the employee will be responsible for the full premium cost in advance. Failure to timely pay premiums may result in a loss of coverage. All other benefits and benefit accruals will cease upon the beginning of unpaid leave under this policy.

EXHIBIT B EMPLOYEE DRUG AND ALCOHOL POLICY

I. PURPOSE

In order to protect the safety of City employees and the public at-large and to maintain a safe and productive working environment, the City endeavors to ensure that its employees are free from the influence of alcohol, illegal drugs, and controlled substances while performing City business. Accordingly, the City has adopted and intends to implement the Alcohol and Drug Testing Program as agreed upon by the parties and outlined below. The City shall comply with the state and federal regulations applicable to CDL drivers.

II. POLICY

This policy applies to all City employees. Under this policy, the following conduct is strictly prohibited:

- The possession, use, purchase, sale, or transfer any amount of an illegal drug or illegal substance on City property (including parking lots) or in City vehicles (either owned by or leased to the City).
- During working hours, the use, purchase or sale of alcohol on City property (including parking lots) or in City vehicles (either owned by or leased to the City).
- The consumption or use of alcohol or illegal drugs or illegal substances on or off City property during working hours, lunch periods, or break or relief periods.
- Reporting to work, being present on City property, or conducting City business while under the influence of alcohol. “Under the influence of alcohol” for purposes of this policy means that the employee has a blood alcohol content of .04 or greater.
- Reporting to work, being present on City property, or conducting City business “under the influence” of illegal drugs or illegal substances. “Under the influence” with respect to illegal drugs or illegal substances means that the employee is affected by illegal drugs or illegal substances in any detectable manner, or has the requisite amount of such illegal drug or substance in his/her system to cause a positive result on a drug test. This may be established through professional opinion, a scientifically valid test, or, in some cases, by observation of impairment of physical or mental ability by a trained employee and whenever possible two trained employees, such as slurring of speech, difficulty in maintaining balance, etc. and later confirmed by a scientifically valid test.
- Bringing drug paraphernalia onto City property (including parking lots) at any time.
- The conviction under any criminal drug statute for a violation occurring in the workplace, during work time, or during non-work time.

- Refusing to submit to any alcohol or drug test conducted and required to be taken under this Policy.

For purposes of this policy, illegal drugs and illegal substances are those which cannot be legally obtained, including controlled dangerous substances and controlled substance analogs, as well as those drugs which although legal have been illegally obtained (*i.e.*, prescribed drugs not being used for prescribed purposes, including amphetamines and barbiturates). Examples of illegal drugs include marijuana, cocaine, “crack”, heroin, morphine, phencyclidine (PCP), hallucinogens, methamphetamine, and narcotics, etc.

The City recognizes that some employees must use prescription or over-the-counter drugs for valid medical purposes. Nothing in this policy shall prohibit the use (as prescribed) or possession of medications prescribed by an employee’s physician. Any employee taking a prescription or over-the-counter drug that is known or advertised as possibly affecting or impairing judgment, coordination or other senses (including dizziness or drowsiness), or that may adversely affect the employee’s physical or mental ability to perform work in a safe and productive manner must obtain certification from the prescribing physician or a pharmacist that the drug will not interfere with safe and productive job performance. This certification should not be provided to the City, except upon reasonable request. If the physician or pharmacist suggests work restrictions, those restrictions must immediately be made known to the City.

III. DRUG AND ALCOHOL TESTING

A. The City will conduct drug and/or alcohol testing only under the following circumstances:

- Pre-employment testing;
- Post-accident/incident testing;
- Reasonable suspicion testing;
- Return-to-duty testing; and
- Follow-up testing.

1. Pre-Employment Testing

The City shall require applicants for employment to submit to drug tests. Typically, pre-employment alcohol testing will not be conducted.

2. Post-Accident/Incident Testing

Any employee involved in a work site or work-related accident or incident must submit to a drug and alcohol test, if the accident/incident (1) requires the employee or another to receive professional care at an off-site medical facility, or (2)

results in significant property damage or lost time. Employees involved in such accidents must make themselves immediately available for post-accident testing and may not leave the facility or site for any reason prior to testing, without the specific approval of their immediate supervisor. Employees required to take post-accident alcohol testing are prohibited from using alcohol prior to the test. Post-accident testing will be performed as soon as possible after an accident.

In the event that federal, state, or local officials, following an accident, conduct tests for the use of alcohol and/or drugs, these tests will be considered to meet the requirements of this Policy. In such instance, the employee must allow the City to obtain the test results, and failure to do so will be deemed a "Refusal to Test" as outlined below. In the event that an employee is so seriously injured that he/she cannot provide a specimen at the time of the accident, the employee must provide necessary authorization to the City to obtain hospital records or other documents that may indicate whether drugs or alcohol were present in the employee's system at the time of the accident, and failure to do so will be deemed a "Refusal to Test" as outlined below.

3. Reasonable Suspicion Testing

Where the City has a reasonable suspicion that an employee is under the influence of alcohol, illegal drugs, and/or illegal substances while on City property or performing City business, the City will require the employee to submit to drug and/or alcohol testing.

“Reasonable suspicion” may exist in a variety of circumstances, including but not limited to (1) where an employee manifests physical or behavioral symptoms commonly attributed to the use of alcohol, illegal drugs, or controlled substances, including symptoms that manifest through the employee’s conduct, appearance, speech, or odor, or (2) the City otherwise receives reliable information indicating that an employee may be under the influence of alcohol, illegal drugs, or controlled substances. Reasonable suspicion will be determined at the discretion of the City.

In cases in which an employee is acting in an abnormal manner and at least one trained employee – and two whenever possible – has reasonable suspicion to believe that the employee is under the influence of alcohol, illegal drugs, or illegal substances, the City may require the employee to undergo testing.

4. Return to Duty Testing

When an employee is absent for a period of time greater than 30 days, the employee may be required to submit to return-to-duty drug and/or alcohol testing before being returned to work.

5. Follow Up Testing

Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of drugs, or in the case of self-disclosure, the employee may be required to submit to unannounced follow-up testing.

B. Testing Procedures

When an employee is required to undergo a drug and/or alcohol test, the test will be conducted pursuant to the following procedures.

1. Collection and Authorization of Release of Results

The employee will be directed to a hospital or medical clinic to provide urine and/or blood specimens for testing by an independent laboratory. In appropriate circumstances, the employee will be transported to the hospital or medical clinic by a City representative.

The employee will sign any required consent or authorization forms authorizing the hospital, medical clinic, or laboratory to release directly to the City the results of the drug and/or alcohol testing. In no instance will the employee be required to waive any claim or cause of action arising from the collection or testing process.

2. Testing

After collection, the urine and blood specimens will be subject to laboratory testing at an appropriate laboratory and in accordance with appropriate standards. The employee has the right to request that both blood and urine be tested. All samples will be separated into two containers for the purpose of making a primary testing sample and a secondary storage sample. The secondary storage sample can be used for the purpose of independent testing by the employee. Positive results will be discussed with employee by a medical reviewing officer.

The laboratory will report to the City and the employee all positive findings for alcohol, illegal drugs, and controlled substances. The laboratory will also report significant presence of prescription and non-prescription medications.

C. "Positive" Tests

The following results constitute a "positive" test for purposes of the City's drug/alcohol testing policy: any detectable quantum of proof of illegal drugs and illegal substances (as defined above) in the blood or urine; and blood alcohol concentrations equal to or in excess of .04.

D. Refusal to Test

Refusal to submit to a drug and/or alcohol test as provided for in this policy will be grounds for discharge. A "refusal to test" includes any conduct that would obstruct the proper administration of a drug and/or alcohol test, including refusal to provide a urine or blood sample, unreasonable delay in providing a urine or blood sample, or attempting to dilute or tamper with a urine or blood sample.

IV. Disciplinary Action

An employee who has violated this policy shall be subject to discipline, up to and including termination of employment. Any employee with a positive test result shall be given the opportunity to explain any circumstances that may have led to the positive result. Employees who test positive for alcohol or illegal drugs or illegal substances under this policy shall be subject to a suspension of 30 days, shall be subject to a last chance agreement and shall be required to submit to follow up testing for a period of up to 12 months.