

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF WILKES-BARRE
AND
PROFESSIONAL AND PUBLIC SERVICE EMPLOYEES
LOCAL UNION # 1310
AFFILIATED WITH THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO
JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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PREAMBLE

THIS AGREEMENT, by and between the City of Wilkes-Barre, hereinafter referred to as the "EMPLOYER" and Professional & Public Service Employees Local Union #1310, affiliated with the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

DECLARATION OF PRINCIPAL, POLICY AND PURPOSE

Whereas it is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the City of Wilkes-Barre and wellbeing of employees within the meaning of Act #195.

In order to render the most efficient public service, the Union and the Employer agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into the following collective bargaining Agreement.

ARTICLE 1

UNION RECOGNITION

Section 1. The Employer recognized the Union as the exclusive bargaining agent, based upon a certification from the Pennsylvania Labor Relations Board dated November 29, 1971, for the purpose of establishing salaries, wages, hours and other conditions of employment for all of the employees within the certified unit.

Section 2. Except as set forth in Article XXXIII herein, whenever the word "employee" is used in this Agreement it shall mean regular full-time employees.

ARTICLE II

UNION SECURITY

Each employee who, on or before the effective date of this Agreement, has so authorized the deduction of membership dues to the Union, and each employee who thereafter authorized the deduction of membership dues to the Union, shall, as a condition of employment, continue to

authorize said dues deduction as long as he is employed by the Employer in a position represented by the Union.

However, an Employee may, during a period of 15 days prior to the expiration of this Agreement, notify the Employer and the Union in writing that dues deduction authorization and membership in said Union is to be terminated upon the expiration of this Agreement.

ARTICLE III

CHECK-OFF

The Employer agrees to deduct each month, the required Union dues, initiation fees, or other assessments from the pay of those employees who request, in writing, that such deductions be made.

The Employer shall be advised by the Union as to the amounts to be deducted. Once such deductions are made, the Employer shall remit all monies deducted, to the designated Union office together with an itemized statement indicating each employee and 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.

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 lay-off, 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.

The Union will indemnify and hold harmless the Employer, it's agents and its employees, against any and all claims, losses, costs, suits, damages, orders, judgments or any other forms of liability whatsoever brought or issued against the Employer or any of the above individuals, including but not limited to attorneys' fees and costs, arising out of, as a result of or related to the deduction and transmittal of Union dues, contributions, fees and/or assessments from the wages of any individual.

ARTICLE IV
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, creed, religion, gender, gender expression, sexual orientation, non-job related disability, marital status, veteran status, national origin, political affiliation, or any characteristic protected by applicable 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 or any Employer representative or Union representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

No employee shall be discriminated against because of his participation or non-participation financial or otherwise on behalf of a candidate or political party. There will be no loss of employment due to changes in political administration.

ARTICLE V
UNION REPRESENTATION

Section 1. The Union agrees to provide to the Employer, on a current basis, a complete list of all Local Union officers and all authorized stewards for the Unit, together with the designation of groups of employees or the area in the Unit which each is authorized by the Union to represent.

Section 2. Individual stewards may be granted a reasonable amount of time during working hours to discuss problems or employee grievances with the involved employees or with supervision of the Employer, at the discretion of the supervisor.

Section 3. In cases where the Union Steward is unable to settle a problem or grievance to his satisfaction, he shall be authorized and permitted by the Employer to contact his Local Union Business Manager during working hours when he (the Steward) deems it necessary.

Section 4. The Business Manager, his designated representative or an International Union Representative, shall be given access to the Employer's premises at any time during working hours to conduct employee grievances, at the discretion of the supervisor.

Section 5. A Work Environment Committee shall be formed consisting of the Representative(s) of the Union and members of the Administration to discuss labor management issues. This committee shall meet on a bi-monthly basis.

ARTICLE VI

SAVINGS CLAUSE

Should any provision of this Agreement or any application thereof, be unlawful by virtue of any Federal Law or State or City Law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE VII

SENIORITY

Section 1. Purpose. The purpose of this Article is to provide a declared policy of work security based upon continuous service to the City without unlawful discrimination or person favoritism.

Section 2. For the purposes of this Agreement, employees shall have two types of seniority: Overall Seniority and Departmental Seniority.

(a) Overall Seniority is defined as the length of continuous service with the City of Wilkes-Barre measured from the date the employee first became employed by the City or re-employed following a break in continuous service. "Employed" shall mean that the City of Wilkes-Barre pays employees full salary, benefits, and pension. As to all other rights incidental to their employment the date of Seniority shall be the day they become employed by the City of Wilkes-Barre as stated above.

(b) Departmental Seniority shall be defined as the length of continuous service with a department of the City of Wilkes-Barre measured from the date the employee first became employed by the City in that Department or re-employed in that department

following a break in continuous service in that department. The recognized departments shall be administration, public safety, public works, technical services, and planning. If there is a reorganization, the employee shall carry his departmental seniority from one department to another.

(c) Vacancies and New Jobs. A vacancy is defined as a job opening in any existing job classification in the bargaining unit where an employee's employment relationship in the job for the City is terminated for any reason whatsoever. A new job is a job opening resulting from the creation of a new work station within the bargaining unit. The decision of whether or not to fill a vacancy shall be at the sole discretion of the City.

Section 3. Application. The principles of overall seniority shall govern in cases of the filling of vacancies, layoffs, recalls, complete elimination of a job, changes in a job which are so significant it renders the original job unrecognizable and selection of vacancies as follows.

(a) Vacancies and New Jobs. All vacancies and new jobs which are filled shall be posted by the Employer for five (5) working days in a conspicuous place. All employees desiring to bid for such job shall notify the appropriate supervisor in writing of their interest in the job. The Employer shall award the job in accordance with the physical fitness, ability, and efficiency of the employee to perform the job, it being understood that seniority shall be the governing factor when physical fitness, ability and efficiency to perform the job are relatively equal. If there are no employees in the bargaining unit qualified to fill the vacancy or new job, then the Employer shall have the right to hire from outside the bargaining unit. An employee on vacation or leave of absence shall be deemed to have bid on all postings which occurred during his absence.

(b) Layoffs, Bumping and Recalls. In the event of a layoff, probationary and temporary employees shall be laid off first. In laying off permanent employees, the Employer shall lay off the least qualified employee with the least overall seniority first. Said employee shall have a right to bump an employee with less overall seniority in a job in which the employee can perform within thirty (30) working days. An employee shall have up to five (5) workdays in which to exercise his bumping rights herein contained once only in

any given layoff. In the event of a recall, the employee with the most overall seniority capable of performing the job within thirty (30) working days shall be recalled first.

- (i) Only two things will trigger bumping:
 - 1. Complete elimination of a job
 - 2. Changes in a job which are so significant, it renders the original job unrecognizable.
- (ii) When bumping is triggered, there are new salary guidelines. If an employee has to bump, he/she will only carry salary if bumping to a job in their salary range.

Annual Salary Ranges: \$50,000+

\$40,000 – \$50,000

\$30,000 – \$40,000

\$20,000 – \$30,000

Example 1. If an employee earning \$42,500 is eliminated and bumps to a job that pays \$31,000, the employee's salary changes to \$31,000.

Example 2. If an employee earning \$42,500, and bumps to a job that pays \$42,500, the employee's salary remains at \$42,500.

Example 3. If an employee earning \$42,500 job is eliminated and bumps to a job that pays \$52,000, the employee's salary changes to \$52,000.

- (c) For the purposes of selecting vacations, the Employer shall allocate the vacation weeks available in each bureau and employees shall select vacations with preference being given to employees with the greatest overall seniority. In allocating vacation weeks, the Employer shall not act arbitrarily.

Section 4. The Employer agrees to post a copy of the seniority list in a conspicuous place for all employees to observe. A copy will also be forwarded to the local Union office. The seniority list shall indicate the date the Employer has used to determine each employee's overall

seniority, and departmental seniority. The Union shall have a right to questions the dates posted for a period of two (2) weeks after the posting after which the posting shall become final and binding upon all parties concerned.

Section 5. Employees shall not lose their departmental seniority when transferred to another department or bureau for a period of less than one year and then transferred back to their original bureau or department.

Section 6. An employee's continuous service shall be broken, and he shall lose all seniority, when said employee:

- (1) Quits or resigns;
- (2) Is discharged for just cause;
- (3) Is voluntarily laid off for a period of nine (9) months;
- (4) Fails to return to work on recall within 7 (7) working days after the employee has been notified at his last address. It shall be the employee's obligation to keep the Employer informed of the employee's last address.
- (5) Is absent without cause or notification for three (3) working days or more.

Section 7. When an employee is promoted to a new job or vacancy, he shall receive a reasonable probationary period not to exceed sixty (60) work days which may be extended at the discretion of the Employer after a discussion with the Union and the employee. If the employee fails to perform to the Employer's satisfaction on the new job or vacancy, he may return to his old job after the probationary period without losing his seniority.

Section 8. It is understood that if there are no employees in the bargaining unit who are qualified to fill a vacancy or new job, the Employer shall have the right to hire an employee from outside the bargaining unit.

Notwithstanding the above, no bargaining unit member shall be awarded more than one (1) vacant or new position in any twelve (12) month period.

Section 9. The Employer shall have a right to temporarily transfer employees from one job to another provided however, that no employees may be transferred to a job for more than three months. Said principles shall apply if a job is vacant and, in such event, the Employer shall have a right to temporarily assign employees to fill said job, provided, however, that said assignment

shall not last more than ninety (90) work days. In the event of a temporary transfer, the employee shall receive the rate of the job or his rate whichever is higher.

Section 10. In the event the Employer hires part-time or Federal or State subsidized employees, the Union shall be notified in writing prior to their being hired. The Employer will also supply the Union with a list of the positions that said employees fill and the proposed length of employment.

Section 11. If the Employer hires more than one employee on the same day, it shall decide each employee's seniority by lot.

Section 12. Paramedics shall have the right to bid any scheduled position on a yearly basis and it shall be awarded on the basis of their departmental seniority. A "scheduled position" shall mean any position that a paramedic is currently holding on any fire department working group or any paramedic position added to this bargaining unit.

The bidding shall take place during the first week of December of each year and it shall be the responsibility of the Chief Paramedic to present a list of the bidding changes to the Fire Chief. After the bidding is completed, the Chief Paramedic shall plan a working schedule to take effect January 1st of the next calendar year or such other appropriate dates as is convenient for the parties that are changing positions.

It shall be understood that any position changes initiated through the system shall be accomplished without any cost to the City.

Section 13. Members in the job classification of secretary shall perform any type of secretarial work which they are assigned, regardless of whether or not that secretarial work was traditionally assigned to them. Similarly, members in the job classification of clerk shall perform any type of clerical work which they are assigned, regardless of whether or not that clerical work was traditionally assigned to them.

ARTICLE VIII
HOURS OF WORK

Section 1. The basic workweek of employees in the Unit shall consist of the following schedule of hours based on a five-day consecutive week between Monday and Friday, subject to the further provisions of other Sections of this Article.

Section 2. Hours of work:

Public Works/Parks employees:	7:00 a.m. to 3:30 p.m. One-half (1/2) hour unpaid lunch
Public Facilities employees:	8:00 a.m. to 3:30 p.m. One (1) hour paid lunch
All City Hall/Kirby Health Center Employees:	9:00 a.m. to 4:30 p.m. one (1) hour paid lunch
Recreation (except office) employees:	7.5 hours — As directed by supervisor One-half (1/2) hour unpaid lunch
Recreation office employees:	9:00 a.m. to 4:30 p.m. One (1) hour paid lunch
Police and Fire employees:	9:00 a.m. to 4:30 p.m. One (1) hour paid lunch
Public Safety Dispatchers/ Paramedics	Pursuant to past practice

Section 3. If the hours of work or other working conditions in the ambulance bureau are affected by another negotiation including, inter alia, negotiations with the Firemen's Union, the

sections in this Article may be amended with respect to said ambulance bureau by mutual written consent between the parties involved.

Section 4. All bargaining unit members shall report directly to their worksite for that day at starting time if so directed by their supervisor.

Section 5. Hours of work shall be strictly enforced. Employees who are repeatedly late for work may be subject to disciplinary action. Repeatedly shall mean more than two (2) times per month.

Section 6. The above hours of work for City Hall/Kirby Health Center employees may be modified to equal seven and one-half (7.5) hours of work with one (1) hour paid lunch period between the hours of 8:00 a.m. and 5:00 p.m. Said work hour assignments shall be made based upon seniority.

ARTICLE IX

OVERTIME

All overtime shall be authorized by the Mayor or the City Administrator.

Section 1. Employees required to work overtime will be compensated at the rate of time and one-half of the established rate of the positions which he is assigned to on overtime, except as otherwise indicated herein.

Section 2. Employees required to work on Saturday will be compensated at the rate of one and one-half times the established rate for the position which he is assigned, except as otherwise indicated herein.

Section 3. Employees required to work on Sunday will be compensated at the rate of two (2) times the established rate for the position which he is assigned.

Section 4. Employees required to work on a Holiday as defined in this Agreement will be compensated at the rate of one and one-half times the established rate plus his normal hour's pay as previously scheduled herein for the agreed to Holiday. This means if an employee works eight (8) hours on an agreed to paid holiday, he will receive a total of twenty (20) hours wages for this eight (8) hours worked.

Section 5. Overtime assignments shall be distributed fairly and equally to all employees by bureau or department. Nothing herein shall restrict the Employer in assigning specially trained employees to specific overtime assignment. Further, emergency overtime assignments will be excluded in determining the "equal" distribution of over-time. Under normal circumstances an employee will not be required to work overtime unless notified of such assignments 24 hours prior to the end of his previous shift. The Union recognizes such overtime without advance notice, under emergency conditions as determined by the Employer.

Section 6. An employee may request to be excused from an overtime assignment, but if such request is approved, he will not be offered overtime again until such time as he would normally have been selected again for overtime assignments under the procedure specified in Section 6.

If his request is disapproved, it is agreed that the employee with a Union representative in attendance, may request reconsideration of the decision from the level of management next above the prior level of decision. It is understood by the Union and the Employer that emergency or call-back overtime within the basic work week are not subject to the provisions of this Section.

If an employee declines overtime three (3) consecutive times, he/she will not be eligible for overtime for a six (6) month period. If no employee volunteers for an overtime assignment, the Employer shall have the right to order out the least senior employee.

Section 7. The Employer further agrees to maintain accurate records of overtime worked and to make information available to the Union upon reasonable request the overtime worked in the organizational element during the preceding week. It is agreed that such records will be maintained for one year and may be disposed of by the Employer one month after the end of the calendar year involved.

Section 8. When overtime work is ordered in advance, compensation will begin at such time as the employee reports for the overtime work, but not earlier than the time directed by the Employer. In emergency situations where an employee is required to report for an overtime

assignment not previously planned, compensation shall begin at such time as he checks in and identifies himself to the supervisor.

Section 9. Attendance at regularly scheduled or special Council work sessions and/or Council Public meetings for personnel requested to be present by the Mayor or Council shall not constitute an overtime assignment. In cases where actual demands of the position involves compulsory attendance such as the City Clerk, Clerk Steno, etc., the Mayor will authorize compensatory time off as deemed expedient for the continued efficient operation of the Bureau.

Section 10. If an ambulance paramedic is called out on a call and cannot return to the station before his regular quitting time or is called out on a case near quitting time and his relief has not yet arrived, he will receive the appropriate overtime for all time worked.

Section 11. In the case of the public safety bureau and the ambulance bureau, if a Saturday or Sunday falls within the employee's normal work schedule, the employees will receive straight time for their scheduled hours and the appropriate overtime for all other hours worked.

Section 12. Whenever the cherry picker is called out on an emergency, only one bargaining unit member shall be called out by the Employer to operate it.

Section 13. In non-emergency situations, the Employer shall be required to only call out one supervisor per every eight (8) employees called out for overtime assignments. The supervisor or the Bureau who normally performs the functions needed will be entitled to the overtime assignment. Overtime for non-specific duties, shall be awarded on a rotating basis so that the overtime is distributed equally among the supervisors.

Section 14. **New Section: No paramedic will be permitted to work more than 48 hours in a 72-hour period. A paramedic shall not work greater than 25 hours consecutively without a minimum of a 4-hour rest period prior to the next work period. Consideration will be given to the on-duty Assistant Chief, Fire Chief, and the Chief Paramedic to determine if the on-duty paramedic was able to obtain 4 hours of consecutive rest during their regular scheduled continuous tour of duty, prior to the shift requiring coverage.**

Staffing coordination will be made at the Fire Chief's discretion for the use of per-diem paramedics per this Article IX, Overtime, regarding emergency overtime assignments, right to order out the least senior employee. The City will always do their best to keep two

ambulances staffed and ready for duty. This policy can be modified as needed by the Fire Chief or designee during an emergency for shift coverage or during a Disaster Declaration.

ARTICLE X

REPORTING TIME

REPORTING PAY AND CALL IN PAY

Section 1. An employee who reports for work at the regular hour at which his shift begins without having been notified not to do so shall be assured two (2) hours work or in the alternative shall receive two (2) hours pay at his regular hourly rate unless the Employer is unable to provide work because of an act of God, emergency or other circumstance beyond the Employer's control. The employee may be offered two (2) hours of employment at work other than the work normally performed by the employee providing said work is within the employee's capacity to perform.

Section 2. Call Back Pay. When an employee is called in after the employee has completed his regular shift and left the premises or at any time other than the employee's regular shift, said employee shall be assured a minimum of two (2) hours pay at the applicable rate. It is recognized by the Employer and the Union that this provision shall not apply to employees notified prior to clocking out of an overtime requirement to work immediately before or immediately after his regular working hours. However, in these latter cases, the Employer agrees that the employees involved shall not be required to take non-paid breaks between his regular working hours and the hours of overtime in which work shall be performed provided that such overtime work shall not exceed four (4) hours.

ARTICLE XI

WAGES

Section 1. Wages shall be increase as follows:

- **Effective January 1, 2023, employees will receive a three percent (3%) wage increase**
- **Effective January 1, 2024, employees will receive a three percent (3%) wage increase**
- **Effective January 1, 2025, employees will receive a three percent (3%) wage increase**

- **Effective January 1, 2026, employees will receive a three percent (3%) wage increase**

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 the Employer shall during the term of this Agreement set up new classifications not referred to in this contract, then in such event the Employer and the Union shall meet promptly in an attempt to negotiate rates of pay therefore.

Upon ratification, the City and the Union agree to meet to establish a starting wage rate for all new or vacant positions within the bargaining unit. Nothing in this section shall prohibit the parties from negotiating new starting wage rates for new positions or vacant positions.

ARTICLE XII

SHIFT DIFFERENTIAL

Section 1. Employees who work between the hours of 3:00 p.m. and 11:00 p.m. as their regularly scheduled shift will be compensated at the regular established hourly rate plus a shift differential of fifteen (\$0.15) cents above the hourly rate.

Section 2. Employees who work between the hours of 11:00 p.m. and 7:00 a.m. as their regularly scheduled shift will be compensated at the regular established hourly rate plus a shift differential of twenty five (\$0.25) cents above the hourly rate.

ARTICLE XIII

MEDICAL BENEFITS

Section 1. Eligible employees who document to the City that they are adequately covered by other health insurance may, upon such documentation and written request to the City, opt to receive a \$300 monthly payment in lieu of receiving health insurance coverage from the City pursuant to this Article. The monthly payment shall be subject to taxes and other usual payroll deductions and shall be paid for each month the employee elects to forego medical coverage. 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.

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.

The City will continue to offer the PPO and HMO plans. Employees shall be responsible for all copays, deductible, 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.

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 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 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 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 premium for the HMO Plan

In 2023, 2024 and 2025, the cost sharing for both PPO and HMO plans shall have an annual cap of \$1200.00 for individual plans and \$2200.00 for all other plans. **Effective January 1, 2026, the cost sharing for both PPO and HMO plans shall have new annual caps, which shall be equivalent to the applicable employee monthly contribution rate multiplied by 1.05 and then multiplied by twelve (12).**

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

Effective January 1, 2023, the health plans offered will have a deductible in accordance

with the schedule below.

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
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, 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. Effective January 15, 1990, the City shall provide life insurance in the amounts specified below which are based upon the employee's base salary:

<u>Employee Base Salary</u>	<u>Life Insurance</u>
Up to and including \$19,999	\$10,000
From \$20,000 to \$24,999	\$12,500
From \$25,000 to \$29,999	\$15,000
From \$30,000 and above	\$18,000

All bargaining unit members hired on or before January 1, 2019, 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 benefits shall be eliminated for any employee hired on or after January 1, 2019.

Section 3. 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.

Section 4. 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.

Section 5. a) Employees hired on or before December 31, 2018 shall be eligible to receive retiree medical benefits as set forth herein; provided that the employee retires prior to August 1, 2022. Eligible retirees with 20 years of service and age 50 or older shall have the option to receive either the PPO or HMO medical benefits offered in plan year 2019 at the contribution rates in effect for 2019. Any employee retiring in 2022 must provide 60 days' notice of their intent to retire to Human Resources to be eligible for this benefit.

b) Employees hired before December 31, 2018 and who are not age 50 or older and who have not completed 20 years of service prior to August 1, 2022 shall receive retiree medical benefits in accordance with the schedule below. Eligible employees shall receive the same plan, including copays, in effect for active employees.

(1) 20 years of service or less and age 62 or older prior to August 1, 2022:

<u>YEARS OF SERVICE</u>	<u>% PAID BY EMPLOYER</u>	<u>% PAID BY EMPLOYEE</u>
10	50	50
11	55	45
12	60	40
13	65	35
14	70	30
15	75	25
16	80	20
17	85	15
18	90	10
19	95	5
20	100	0

c) The above eligibility and payment obligations apply to the retiree only. The retiree's spouse shall be required to pay the then prevailing cost for such insurance.

d) For employees retiring on or after January 1, 2007, if the retiree is moved to a Medicare Supplement Plan at the City's discretion, the retiree may participate in the least expensive Medicare Supplement Plan at no cost to the retiree. If the retiree opts to participate in any other Medicare Supplement Plan, the retiree shall pay ten (10%) percent of the premium. Employees hired on or after January 1, 2012 will only receive retiree healthcare until eligible for Medicare. Upon attaining Medicare eligibility, the City will no longer be responsible for any healthcare coverage (i.e. supplemental). At the time of Medicare eligibility, employees hired before January 1, 2012 shall be converted to a Medicare Supplemental insurance plan as determined by the City and the contribution requirements will remain in effect. For employees hired on or after January 1, 2012, the City shall have no responsibility to provide Medical supplemental insurance after the attainment of Medicare eligibility.

e) Any employee hired on or after April 8, 2019 shall not be entitled to retiree healthcare.

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. If an option which is currently offered to employees through their health care provider is changed and/or eliminated by the health care provider through no action of the City, the City shall no longer be obligated to provide said option through any means.

Section 8. All copayments shall be made through a payroll deduction from an employee's paycheck or from a retiree's pension check.

Section 9. Effective on or after January 1, 2018, 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 XIV

PENSION

Section 1. The Employer agrees to pay this prescribed share into the Wilkes-Barre City Pension Plan, which has been set forth by City Ordinance.

Section 2. As soon as is reasonably practical after the execution of this Agreement, the City or an authorized representative thereof shall explain the terms of the pension plan to bargaining unit members. The annual pension financial report shall be made available to employees upon request.

Section 3. Effective January 1, 2002, all bargaining unit members hired shall be entitled only to pension benefits which are in compliance with the pension benefits afforded to employees of Third Class Cities under the Third Class City Code.

Section 4. Employees hired on or after April 8, 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.

ARTICLE XV

SICK LEAVE

Section 1. Each regular employee, hired before January 1, 2002, shall be entitled to receive 1.75 paid sick leave days during each calendar month that the employee is in "compensable status."

Each regular employee, hired on or after January 1, 2002, shall be entitled to receive 1.333 paid sick leave days during each calendar month that the employee is in "compensable status" for a total of sixteen (16) days per calendar year.

A. "Compensable status" is defined to mean being at work for at least fifteen (15) days in a calendar month for all employees other than paramedics, and for paramedics "compensable status" is defined to mean being at work for at least ten (10) days in a calendar month.

B. "Being at work" shall be defined to include time off with pay for vacation and holidays.

Section 2. Paid sick leave shall be used for an absence due to non-occupational illness or injury.

Section 3. Employees absent on sick leave in accordance with the above shall be paid for each such work day of absence their regular straight time hourly rate of pay multiplied by the number of hours in their regular work day. Such amount is hereinafter referred to as "per diem sick leave allowance".

Section 4. Each employee shall be entitled to accumulate the sick leave provided for herein to a maximum of one hundred twenty five (125) sick leave days. Those employees who prior to January 1, 1984 had accumulated more than 125 such days shall be paid for such days in accordance with Section 6 and such days shall not be eligible for annual buy-out in accordance with Section 5.

Employees hired on or after January 1, 2019 shall be entitled to accrue sick leave up to a maximum of 125 days. There shall be no payout of accrued, unused sick leave for employees hired after January 1, 2019.

Section 5. As of January 1st of each year, the City shall pay to each employee fifty (50%) percent of the per diem sick leave allowance for all unused sick leave in excess of one hundred twenty five (125) days as of that date, except for days accumulated in excess of 125 prior to January 1, 1984 referred to in Section 4 above. Said buy-out shall be paid on the first pay period in January of that year.

Section 6. Upon death or retirement, the City shall compensate said employee at the rate of fifty (50%) percent of the per diem sick leave allowance for all unused sick leave. Retirement shall be defined as normal retirement under the City's pension plan or social security.

Any employee hired before April 8, 2019 shall have a retirement sick leave payment capped at \$10,000; provided that any employee with a retirement sick leave value greater than \$10,000 on April 8, 2019, based on the existing payout benefit calculation, shall not be subject to

the \$10,000 cap upon retirement. Any employee hired on or after April 8, 2019 shall not be entitled to a retirement sick leave payout for any reason.

Section 7. Employees shall not be requested to furnish a doctor's certificate for periods of absence of three days or less.

Section 8. Each employee shall be notified as to the number of days he or she has accumulated in January of each year. The report shall be as of December 31 of the previous year. The Employer agrees to send a copy of said notice to the Union.

Section 9. Upon submission by a bargaining unit member of a letter to retire, said bargaining unit members shall be entitled to receive credit for any 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.

Section 10. All bargaining unit members shall be entitled to three (3) personal days per year, the first two (2) of which will not be charged against the member's sick leave and the third of which will be charged against the member's sick leave. Personal days shall not be accrued from year to year.

The decision to grant a full-time paramedic a personal day shall be determined by the Fire Chief or his designee, who will base his decision on the number of paramedics already on vacation and the availability of a per diem or full-time paramedic to cover the shift.

Section 11. The City of Wilkes-Barre intends to enforce its inherent right to monitor sick leave use and abuse. If an employee is found to be establishing a use of sick leave that constitutes a pattern of abuse or excessive use, the City can and may discipline said employee.

Section 12. 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.

Section 13. If any employee calls in sick the day before or the day after a holiday, the employee will be docked pay for said holiday unless a doctor can substantiate the illness and need for the use of a sick day.

ARTICLE XVI

MATERNITY LEAVE

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

ARTICLE XVII

BEREAVEMENT PAY

An employee shall be granted five (5) days leave with pay, which may be taken in the period from the date of death until seven (7) days from the date of death, inclusive, to make household adjustments or to attend funeral services. Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparents, grandparents-in-law and grandchildren.

An employee shall also be granted two (2) days leave with pay, which may be taken in the period from the date of death until seven (7) days from the date of death, inclusive, in the event of a death in the family of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

If an employee requires an accommodation relative to the use of bereavement time, a written request shall be provided to the Mayor for approval.

ARTICLE XVIII

JURY DUTY

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.

ARTICLE XIX
EDUCATIONAL LEAVE

After completing one year of service, an employee upon request may be granted a leave-of-absence without pay for educational purposes at an accredited school when it is related to his employment. This period of such leave-of-absence shall not exceed one year but it may be renewed or extended at the request of the employee when necessary.

One year leave-of-absence, with any requested extension for educational purposes, may not be provided more than once in any three year period.

Employees may also be granted leave-of-absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individuals skill or professional ability, provided it does not interfere with the operation of the Employer.

If an employee attends any meetings, seminars, lectures or conferences at the request of the Employer, the Employer shall compensate an employee for time lost from the employee's normally scheduled work hours at the employees regularly scheduled rate. The Employer shall also pay the reasonable expenses for said conference. Reasonable expenses shall include travel, lodging, food, and fees, and the Employer shall have the right to set reasonable limits on the same.

If an employee requests to attend a seminar, conference, meeting or lecture on his own time and the seminar, conference, meeting or lecture is in connection with his employment, the Employer may at its discretion compensate said employee the expenses of said conferences, etc. Expenses shall be defined as set forth above.

Employees may also be granted a leave of absence without pay for Union sponsored seminars, conferences or conventions provided it does not interfere with the operation of the Employer.

Service credit shall continue to accrue during paid leaves of absences but shall not accrue during unpaid leaves of absence. However, the employee shall be entitled upon his return from a leave of absence without pay to all service credits earned up to the date his leave commences but in no event for a greater period than two years.

If an employee attends any meetings, seminars, lectures or conferences at the request of the Employer, the Employer shall compensate said employee if said employee uses the employee's car to travel to said meeting, etc. at the rate of seventeen (\$.17) cents per mile.

ARTICLE XX

HOLIDAYS

Section 1. The days to be known as PAID LEGAL HOLIDAYS are the following:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Flag Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Day

Section 2. All employees in the unit will receive pay at their regular rate whether they work on that day or not in accordance with the schedule of hours of work. Any employee who works on a holiday will receive time and one-half for the hours he works plus the hours' pay granted for the holiday.

Section 3. Employees shall be guaranteed at least two (2) hours work when they are scheduled or called out to work on a holiday, with successive units based upon multiples of two (2) hours.

Section 4. Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

Section 5. Should a holiday fall on a Saturday or Sunday, said holiday shall be observed on the day set aside for observance by the Federal Government unless otherwise directed and authorized by the City Council.

Section 6. For each holiday, full-time paramedics shall be paid 12 hours times their regular straight time rate pay for each of the above-named holidays. For each holiday full-time dispatchers shall be paid 2.5 times their regular rate if scheduled to work, and having worked on any of said holidays, or if not scheduled to work on any of said holidays, 2 times their regular rate for each such holiday.

Section 7. For the purposes of computing overtime, the hours of holiday pay shall be credited as time worked.

Section 8. Holiday pay will be computed for the actual date of the holiday.

ARTICLE XXI

VACATIONS

Section 1. Employees shall be granted an 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. The Employer agrees to prepare the vacation schedule within the first two weeks of the vacation year. Once the vacation schedule is prepared one copy shall be mailed to the Local Union Office and a copy placed on all bulletin boards to be viewed by the employees.

Section 3. Vacation leave shall be picked by the employees according to their bureau seniority, with the first preference being given to the employee in the organizational element with the most seniority, etc.

Section 4. The Employer agrees that vacation leave will be approved for as many employees at the same time as possible.

Section 5. When a holiday falls during an employee's scheduled vacation, it will not be counted as a vacation day. The employee shall take an additional day for his vacation.

Section 6. An employee is not required to schedule all of his vacation during the scheduling period. When getting unscheduled vacation leave approved by the supervisor, it will be approved at the supervisor's discretion. His discretion shall be based on the workload, the number of employees already scheduled for leave and the urgency of the need for the leave.

Section 7. Termination of employment constitutes receipt of vacation, except for termination of employment for good cause shown.

Section 8. If an employee is unable to take his vacation during the current vacation year because of action or inaction on behalf of the Employer, the vacation earned and not taken by the employee can be carried over to the next vacation period on approval by the Mayor or his designee. Employees shall be permitted to carry over up to three unused vacation days into the next calendar year without mayoral approval.

Section 9. For the Bureau of Ambulance Service, the "vacation schedule" of days to be picked shall be the normal schedule of workdays, and either a "night shift" or a "day shift" will be considered one (1) working day.

Section 10. During the first year of employment an employee will receive a pro-rated share of the first year of vacation benefits, and thereafter on January 1 his vacation eligibility shall be determined.

Section 11. Notwithstanding the above, no bargaining unit member shall be able to 'bump' another once the vacation leave has been granted.

All vacation leave must be approved in advance, in writing, by the employee's Bureau or Department Head. The following notices must be given:

Request for one (1) day or less:	twenty-four (24) hours' notice
Request for two (2) or three (3) days:	three (3) days' notice
Request for more than three (3) days:	seven (7) days' notice

Leave may also be granted at the discretion of their supervisor.

ARTICLE XXII

CONTRACTING OUT OF WORK

Section 1. If the City is considering contracting out a service, they will first inform the Union of same and meet with them to discuss the issue and receive input from the Union. The Union will have the opportunity to present written evidence to the City supporting their claim that they are capable of performing the service as efficiently and cost effectively as the contractor or assignee. However, the City will still retain the right to contract out or assign the work, regardless of the outcome of these discussions.

Section 2. The City agrees it will not reduce the bargaining unit below 55 employees as a result of work being contracted out and/or assigned or as a result of a layoff. **This provision will not prohibit the City from temporarily furloughing employees for up to 30 working days in the event of an emergency impacting the employees.**

Section 3. Any employees who are displaced because of a service being contracted out or assigned will be allowed to activate the bumping procedure as specified in Article VII.

Section 4. The bargaining unit members with less seniority that are "bumped" through this process will also have the right to bump and will receive a salary using the guidelines as specified in Article VII, Section 3b.

Section 5. As a result of the above, the Union agrees that the City can reduce the amount of bargaining unit members through attrition as specified in Section 2.

Section 6. The City agrees not to contract out the Ambulance Service during the term of this agreement. However, in the event that the City is unable to staff one of the ambulances with full time paramedics due to employee time off, call offs or leaves of absence, all per diem paramedics shall be called before overtime is offered to a full time paramedic.

Section 7. The City will not replace bargaining unit members with temporary full time employees or interns; however, they will still retain the right to hire temporary employees and interns for seasonal work.

ARTICLE XXIII

JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. The Employer agrees to submit to each unit employee a copy of his job description. This job description shall include the proper job title, supervision control, required duties, environmental conditions, etc. Management may assign related duties to any job without triggering the bumping procedure as specified in Article VII.

Section 2. Each employee in the Unit shall be afforded the opportunity to consult with the Employer for the purpose of reviewing his job description or rating for any alleged inequity. Each such employee is entitled to Union representation or assistance in discussing these matters with the Employer.

Section 3. Upon request by the Union, the Employer will produce locally available data on rates and job description of any job questioned. To the extent such information is available, the data will include how the rates were established, the type of work to be performed, the skill required in relation to other rates, etc. If mutually agreed that the descriptions are inaccurate, corrective action will be taken.

Section 4. Bargaining unit members may be required to meet certain skill proficiencies as determined by the City. These proficiencies include but are not limited to typing and computer literacy and will be determined at the sole discretion of the City on a position by position basis.

If the City decides to add these proficiencies as a job requirement, the City shall provide bargaining unit members and the Business Agent of Local #1310 with these required proficiencies in writing as well as a copy of the newly revised job description.

A reasonable time limit shall be given to each bargaining unit member to complete any training and will be commensurate with the degree of difficulty associated with the proficiency and the requirements of the training course. It will be the responsibility of the City to make all arrangements for the training course. Every attempt will be made to provide this training to the member during his or her regular working hours. If it is necessary to schedule training outside of the members regular scheduled working hours, all appropriate overtime will be paid to the member. The City will pay for the cost of all training fees, tuition, books, and any supplies.

If the member fails to meet the requirements of the training course of proficiency, he or she will be allowed to repeat the training course of proficiency one (1) time. All the cost of this second attempt, including the training fees, tuition, books and any supplies will be paid for by the member. The member will have to attend said training courses during off duty time and is not eligible for overtime for attendance during said off-duty time. If the training must be performed during regular working hours, the employee will have to use accrued leave to attend said training.

Bargaining unit members who fail to meet these proficiencies after this second attempt will, at the discretion of the City, be subject to disciplinary action in accordance with Article XXVII of the Collective Bargaining Agreement.

Section 5. Residency: Employees shall be required to reside within the City or within 13.5 standard miles of City Hall, 40 East Market Street, Wilkes-Barre, PA 18711. The measurement tool shall be Google Earth.

ARTICLE XXIV

SAFETY AND HEALTH

Section 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage the employees to work in a safe manner. The Employer shall notify the Union promptly of all serious (lost time) accidents that occur.

Section 2. No employee shall be required to work in areas where conditions exist that are hazardous or detrimental to health without proper personal protective equipment and/or safety

devices. Personal protective apparel or equipment readily adaptable to private use will be provided by the Employer. The Employer agrees that the Union may discuss with line supervision and submit joint or separate recommendations concerning Employer furnished apparel and equipment of this nature.

Section 3. No employee shall be required to engage in hazardous operations, without the presence of at least one other employee. The determination as to whether operations are "hazardous" will be made by the Employer and the Union jointly.

Section 4. Employer agrees to follow all Federal, State or Local safety regulations as applicable.

Section 5. The parties agree to the adoption of the Drug and Alcohol Policy attached as Appendix B.¹

Section 6. A random drug and alcohol testing program shall be included in the current drug and alcohol testing policy for all employees, regardless of their job classification.

Section 7. Employees absent from work receiving workers' compensation benefits shall be entitled to continuation of medical benefit 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 at the time of ratification shall have benefits continue for a period of 60 days from the date of ratification. At the conclusion of the 60 day period, the employee will be placed on a leave without pay and without benefits.

ARTICLE XXV
TOBACCO-FREE POLICY

All employees shall be prohibited from smoking/vaping and using tobacco products in City buildings or in City owned or leased vehicles. In addition, smoking/vaping or tobacco use during working hours, including meal 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/vaping or using tobacco in any public area where smoking/vaping or tobacco use are expressly prohibited.

ARTICLE XXVI
BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union representative.

ARTICLE XXVII
DISCIPLINARY ACTIONS

Section 1. Disciplinary action is defined as any verbal admonishment, letter of warning, warning, suspension, discharge or other form of discipline.

Section 2. The Employer agrees to keep a record of all disciplinary actions. Disciplinary actions below the level of a final warning shall not be used for purposes of progressive discipline more than 24 months from the date of the action.

Section 3. 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 4. 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 in Article XXVIII.

ARTICLE XXVIII
GRIEVANCE PROCEDURE

Section 1. 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 morale. To this end, the Union and the Employer agree that an employee should first bring his problem or grievance to the attention of his immediate supervisor in an informal discussion.

Section 2. If after discussion provided for in Section 1. above, the employee decides to appeal the matter, he shall put his grievance in writing and submit it to his Union steward. Any such grievance must be filed within fourteen (14) working days of the date the employee knew or should have known of the occurrence giving rise to the grievance. Nothing herein shall prevent the Union from submitting grievances without the signature or approval of an employee.

Section 3.

(a) Within ten (10) working days from the date of receipt of a grievance, the Employer (or his designated representative) shall meet with the Business Agent, the aggrieved employee, and one other representative to be designated by the Union in an effort to reach a satisfactory settlement of the grievance or dispute. In the event the grievance is satisfactorily settled, such settlement will be reduced to writing by the Employer, countersigned by the Business Manager of Local #1310, and copies supplied to the persons involved. If no satisfactory settlement has been reached, the Union shall give formal written notice to the Employer for impartial arbitration. Such notice, to be considered valid, must be received within thirty (30) calendar days following the Employer's decision and must contain the written concurrence of the employee's appellant that arbitration is desired.

(b) Within five (5) working days from the date of receipt of an Arbitration notice, the Union and the Employer shall meet to discuss the need for arbitration. If arbitration is determined necessary by either party, the Union and the Employer shall endeavor to agree on the selection of an arbiter. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons

qualified to act as arbiters. The parties shall meet within five working days after the receipt of such a list. If they cannot mutually agree upon one of the listed arbiters, then the Employer and the Union will each strike one arbiter's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbiter.

(c) The fee and expenses of the arbiter shall be borne equally by the Employer and the Union. The arbitration hearing shall normally be held during the regular day 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.

(d) It is recognized and agreed that arbitration as provided herein is binding on all parties.

(e) The arbiter 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 hearings, unless both parties otherwise agree.

(f) The arbitrator shall neither add to, subtract from, nor modify the provisions of the agreement. The arbitrator shall confine himself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 4. Through the various steps of the above procedure, upon request of the Union, employees with relevant testimony to be offered as witnesses will so serve without charge to annual leave or loss of pay. The Employer or his designated representative will, upon request from the Union, produce pertinent payroll and other pertinent payroll and other records bearing on the points of issue, provided the producing of such records, in the judgement of the Employer, is permissible under law, regulation or policy.

ARTICLE XXIX

STEWARDS

The Union shall have a right to appoint four (4) stewards. The names of the Union stewards shall be furnished to the Employer immediately after their designation.

The Union shall have a right to appoint a temporary steward if the designated steward is on annual or other types of leaves of absence. This temporary steward shall have all rights and privileges of a regular steward.

The stewards and their alternates shall have no authority to take strike action or any other action interrupting the Employer's operations.

Under no circumstances shall the Employer discriminate against the shop steward because of his activities as such.

The shop steward or alternate shall not give orders to employees to countermand orders of management.

ARTICLE XXX

LABOR MANAGEMENT COMMITTEE

Section 1. Committees composed of representatives of the Union and the Employer are to be established and resolve problems dealing with the implementation of this Agreement and to discuss other labor management problems that may arise. The levels of which these committees will function will be by mutual agreement between the Employer and the Union.

ARTICLE XXXI

MILITARY SERVICE

Section 1. The Employer agrees to grant military leaves of absence under the terms and in accordance with the Uniform Military Training Act as amended. The City shall comply with all applicable federal and state laws regarding military service.

ARTICLE XXXII

SUCCESSOR'S CLAUSE

Section 1. This Agreement shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

Section 1. The principal health officer for the City of Wilkes-Barre will act as the first line supervisor for all employees covered by this Agreement working at Kirby Health Center.

Section 2. Public Safety Dispatchers will be responsible to keep their own time records and other data required by the Employer.

Section 3. Effective January 1, 1986 the Employer shall provide \$40.00 per month compensation to employees required by the Employer to use their personal automobiles in the performance of their duties for the Employer. In addition, any of said employees who drive more than 250 miles per month on City business will receive an additional \$16.00 per month. Effective June 1, 1986 the basic reimbursement shall be increased to \$60.00 per month with an additional \$25.00 for those employees driving more than 250 miles per month. The Union recognizes the City's management right to review, reevaluate, and in the City's discretion to terminate the requirement that an employee use his or her personal automobile in the performance of their duties for the City.

Section 4. Effective January 1, 2014, all paramedics in the Department of Fire shall receive five hundred and fifty (\$550.00) dollars a year to replace or maintain their uniforms, and to purchase special medical equipment such as stethoscope's, surgical side packs, sphygmonometers, medical flashlights, etc. An employee may carry over to the next calendar year no more than one hundred (\$100.00) dollars of clothing allowance. **Effective January 1, 2025, the paramedic clothing allowance shall be increased to six hundred dollars (\$600.00) a year to replace or maintain their uniforms, and to purchase special medical equipment such as stethoscopes, surgical side packs, sphygmonometers, medical flashlights, etc.**

Section 5: Paramedics shall be reimbursed for the replacement or repair of personal effects which are necessary for their job, that have been lost or damaged in the performance of their duties, provided such a loss or damage is not caused by the carelessness or negligence of the employee. Examples of such items are eyeglasses, watches, stethoscopes, etc. In no event, however, shall the reimbursement exceed \$100.00 for any one item.

Section 6. For sanitary protection and the isolation of bacteria on working uniforms, paramedics may, at their discretion, arrive for duty and leave the engine house in civilian clothes and may utilize the laundry facilities at the engine house to clean and disinfect their working uniforms. It

is understood that paramedics must be dressed in their working uniforms prior to the start of the work day and must not remove their work clothes prior to the end of the work day.

Section 7. A Hepatitis B prevention program (the "Program") shall be installed as soon as practicable. The program shall be offered to all paramedics who have been awarded the job by successful bid. Each volunteer shall sign a Release provided by the City. Such Release shall indicate that the Program is voluntary and that except for the City's obligations under workmens' compensation, there shall be no additional liability on the part of the City should the employee or a member of his family contract Hepatitis B as a direct result of the Program. Upon the signing of the Release, the City shall be obligated to pay all costs of the Program for the employees in excess of the costs borne by the employee's then current health insurance benefits, including reimbursement of any deductible not otherwise incurred.

Section 8. Members shall receive the following compensation for attendance at judicial or quasi-judicial hearings, trials, or grand jury investigations if the attendance at the hearing, trial, or investigation is required by the City, County, State or Federal Government, is related to their employment with the City, and if such attendance is required outside of the regularly scheduled working hours of the employee:

- (a) For hearings, trials, or grand jury investigations which take less than two (2) hours: a minimum of two (2) hours payment at straight time.
- (b) For hearings, trials, or grand jury investigations which take more than two (2) hours: two (2) hours payment at straight time for the first two hours and payment at one and one-half (1.5) time for hours in excess of two (2).

Section 9 Mechanics shall receive \$25.00 per month to purchase, replace, and/or maintain their uniforms.

Section 10. The City of Wilkes-Barre will compensate paramedics at their regular rate of pay for time spent in training as required by Pennsylvania Department of Health Act 82, as amended. However, in no case will the compensated time spent for training exceed thirty (30) hours per year.

Section 11. 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.

Section 12. After the execution of this agreement, the parties will draft and finalize a unified collective bargaining agreement incorporating these terms within 90 days of the date of ratification of this agreement. After it has been prepared to the satisfaction of both parties, it shall be signed by the Mayor and the Business Manager for Public Services Local Union #1310. During this process, all references in the Collective Bargaining Agreement which are now obsolete (i.e. Public Safety Dispatchers) shall be removed or amended by mutual agreement of the parties.

ARTICLE XXXIV

PRESERVATION PROVISION

Section 1. The Employer agrees the rights, privileges, conditions and benefits being enjoyed by the employees at the time of certification by the PLRB will not be changed or stopped unless specifically changes as a result of these negotiations and is part of this working agreement.

ARTICLE XXXV

TERM

Section 1. The Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to the expiration date that is desired to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the termination date. All notices shall comply with the time requirements of Pennsylvania Act 195.

Section 2. This Agreement may be amended at any time by mutual agreement of the Employer and the Union, and such amendments shall be in writing signed by both parties and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have here onto set their hands and seals this _____ day of _____, 2023 at Wilkes-Barre, Pennsylvania.

FOR: CITY OF WILKES-BARRE

ATTEST:

BY: _____
George Brown
Mayor

James Ryan
City Clerk

FOR: PROFESSIONAL AND PUBLIC SERVICE
EMPLOYEES, LOCAL UNION 1310, AFFILIATED
WITH THE LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, AFL, CIO

BY: _____
Thomas P. Borum
Business Manager

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.

