

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE

ON BEHALF OF

**THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF
SCRANTON AND COUNTY OF LACKAWANNA**

AND

**LOCAL LODGE 2462 AFFILIATED WITH DISTRICT 1 OF THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO**

EFFECTIVE TERM:

NOVEMBER 1, 2023 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	1
ARTICLE II - COVERAGE.....	2
ARTICLE III - UNION SECURITY	2
ARTICLE IV - CHECK-OFF.....	2
ARTICLE V - DISCRIMINATION.....	3
ARTICLE VI - DISCIPLINE AND DISCHARGE	3
ARTICLE VII - BULLETIN BOARDS.....	6
ARTICLE VIII - SAFETY.....	7
ARTICLE IX - UNION REPRESENTATION AND STEWARDS	7
ARTICLE X - VISITATION.....	7
ARTICLE XI - GRIEVANCE PROCEDURE.....	7
ARTICLE XII - MEDIATION AND ARBITRATION.....	8
ARTICLE XIII - SENIORITY	9
ARTICLE XIV - HOURS AND DAYS OF WORK	11
ARTICLE XV - EMPLOYEES	12
ARTICLE XVI - HOLIDAYS	12
ARTICLE XVII - VACATIONS	13
ARTICLE XVIII - SICK LEAVE AND LEAVE OF ABSENCE	14
ARTICLE XIX - STRIKE AND LOCKOUT	15
ARTICLE XX - DEATH IN FAMILY	15
ARTICLE XXI - ALTERATION OF AGREEMENT	15
ARTICLE XXII - INSURANCE	16
ARTICLE XXIII - WAGES AND CLASSIFICATIONS	20
ARTICLE XXIV - MANAGEMENT RIGHTS	20
ARTICLE XXV - DRUG AND ALCOHOL TESTING.....	21
ARTICLE XXVI - STAFFING LEVELS /VACATION USAGE.....	21
ARTICLE XXVII - DURATION OF AGREEMENT.....	21
SIDE AGREEMENT 1.....	24
SIDE AGREEMENT 2.....	26
SIDE AGREEMENT 3.....	28
EXHIBIT A EMPLOYEE PAY SCALE.....	29
EXHIBIT B DRUG AND ALCOHOL TESTING POLICY.....	30

THIS ADMINISTRATIVE AGREEMENT by and between the TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE ON BEHALF OF THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF SCRANTON, PENNSYLVANIA, AND COUNTY OF LACKAWANNA, hereinafter referred to as "Employer" or "Tax Collector", and representatives of Lodge 2462, affiliated with District 1 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as "Union".

WITNESSETH THAT

Whereas, by virtue of an election by secret ballot, conducted on Tuesday, April 4, 1972, by the Pennsylvania Labor Relations Board, it was certified that District 1 of the International Association of Machinist and Aerospace Workers represents all employees of the Employer.

The Bargaining Unit covered by this Agreement shall include: All non-supervisory and non-confidential employees in the Tax Collector's Office, including the following positions: Cashiers, Clerks and Auditors (some of which previously used, currently use, or were/are referred to by another job title, e.g., Auditor position which is referred to internally as 'Auditor/Administrative Assistant'). The Bargaining Unit does not include the Chief Clerk, Tax Administrator, or any Supervisors, or Confidential Employees, as defined in Act 195.

The Employer may add or eliminate bargaining unit jobs during the term of this Agreement as it sees fit; provided that if by eliminating jobs, current employees are affected, the Seniority provisions of this Agreement (Article XIII) shall be applied.

The Employer may modify job functions and job descriptions, provided that (i) before making any material modifications to the job functions of a bargaining unit position, the Employer will first offer, at least thirty (30) days in advance of the proposed effective date of the modification/s, to meet and discuss with the Union about it, and (ii) a bargaining unit position whose job description is modified will continue to be covered by this Agreement unless removed by mutual agreement or by operation of law, and (iii) modification of an existing job or job description shall not entitle the Employer to unilaterally decrease the rate of pay for that job.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter into, the parties hereto agree to the following:

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agency for the purposes of bargaining in respect to wages, hours and other terms and conditions of employment for the employees in the Bargaining Unit, all in accordance with and restriction to the provisions of Act 195 (Public Employee Relations Act).

ARTICLE II
COVERAGE

It is the intent that this agreement shall be binding upon the Employer and its successors and assigns, who may or shall come under the terms and conditions of Act 195, and all of the terms and obligations herein contained shall not be affected or changed in any respect by any change in the legal status, or management of the Employer insofar as the coverage of said Act 195 applied to the positions herein bargained.

ARTICLE III
UNION SECURITY

Section 1: All Employees covered hereunder as members of the Bargaining Unit who have joined the employee organization, the exclusive bargaining agent herein, during the term of this collective bargain agreement must remain members for the duration of this Agreement, providing that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE IV
CHECK-OFF

Upon receipt of written authorization signed by the employee, the Employer shall deduct union dues each month from the employee's wages and remit monies to the Union, together with a list of names setting forth monies deducted from each person.

Deductions provided for above shall be remitted to the Financial Secretary of the Union no later than the **tenth** day of the month following the deduction and shall include all deductions made in the previous month. The Employer shall furnish the Financial Secretary of the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deductions.

The parties agree that the Check-Off Authorization shall be in the following form:

DUES DEDUCTION AUTHORIZATION

I, _____, an employee of _____ hereby authorize and direct my employer to deduct from my wages and pay to _____ an amount equal to the dues fixed by the Union. This authorization is voluntarily made in order to pay my fair share of the union's costs of representing me for the purposes of collectible bargaining, and this authorization is not conditioned on my present or future membership in the Union. The authorization is made with the specific understanding that it is not a condition of employment with my employer.

This authorization shall remain in effect for one year, without regard to whether I am a union member during that period, and shall be automatically renewed from year to year, for a period of one year, unless within 15 days of the anniversary of this authorization, I revoke this authorization in writing, Union dues shall not be increased except on an annual basis effective January 1.

ARTICLE V DISCRIMINATION

Neither the Employer nor the Union will interfere with, restrain, or coerce, the employees covered by this Agreement because of membership in or non-membership in, or activity or non-activity on behalf of the Union. Neither the Employer nor the Union will not discriminate in respect to the hiring, tenure of employment, or any term or condition of employment against any employees covered by this Agreement because of membership or non-membership in, or activity or non-activity, nor will either entity discourage nor attempt to discourage or encourage membership in the Union.

ARTICLE VI DISCIPLINE AND DISCHARGE

DISCIPLINE

Section 1: No discipline shall be imposed upon an Employee except for just cause. Discipline shall be imposed upon Bargaining Unit Employees first in an effort to afford such Employees a reasonable opportunity to correct unacceptable behavior and then to punish those Employees for such behavior. In order to accomplish those purposes, the parties have agreed to the following rules and regulations that shall be adhered to by both parties. The failure of the Single Tax Office to adhere to such rules and to apply them in a consistent and nondiscriminatory manner shall invalidate any discipline purportedly issued pursuant to such rules.

Section 2: Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Single Tax Office. Such conduct includes:

- (A) Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time;
- (B) When reasonably possible, giving proper advance notice whenever unable to work or report on time;
- (C) Complying with all posted Single Tax Office safety and security regulations;
- (D) Wearing clothing appropriate for the work being performed;
- (E) Eating meals only during meal periods and only in the designated eating areas;
- (F) Maintaining work place and work area for cleanliness and orderliness;
- (G) Treating the public and fellow Employees in a courteous manner;

- (H) Performing assigned tasks efficiently and in accord with mutually established quality standards;
- (I) Wearing assigned safety equipment and abiding by posted safety rules and policies; and
- (J) Except as otherwise permitted or required by law, maintaining the confidentiality of job-related information obtained as a result of performance on one's work assignments.

Section 3: The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination:

- (A) The reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on Single Tax Office premises;
- (B) The possession of firearms or other weapons on Single Tax Office property;
- (C) Direct and willful insubordination by an Employee to follow lawful and proper management instructions concerning a job-related matter;
- (D) Except for self-defense, fighting or assault on a fellow Employee or customer;
- (E) Theft, willful destruction, willful defacement, or willful misuse of Single Tax Office property or of another Employee's property while on Single Tax Office time;
- (F) Gambling on Single Tax Office property;
- (G) Intentionally falsifying or altering any Single Tax Office record or report, such as an application for employment a medical report, a production record, a time record, and expense account, an absentee report, or shipping and receiving records;
- (H) Willfully and intentionally threatening or intimidating management, supervisors, security guards, or fellow workers with serious bodily harm;
- (I) Unauthorized sleeping on the job;
- (J) Knowingly and willfully engaging in any form of specifically prescribed sexual harassment after the Single Tax Office on that issue provides training;
- (K) Improper disclosure of confidential information; and
- (L) Public use of profanity or abusive language.

Section 4: The steps in Single Tax Office Union's Progressive Discipline System shall be as follows:

First Offense:	Verbal warning
Second Offense:	Written warning
Third Offense:	Second written warning with possible suspension
Fourth Offense:	Suspension to be established by the Department Director with final written warning
Fifth Offense:	Dismissal

(A) If an Employee is not meeting standards of behavior or performance, the Employee's supervisor should take the following action:

- (i) Meet with the Employee, and his/her Union representative so requested, to fully and frankly discuss the matter;

- (ii) Inform the Employee of the precise nature of the problem and the specific action necessary to correct it, and
- (iii) Prepare a memorandum for the Employee's official personnel file, a copy of which shall be provided to the Union, indicating that the meeting has taken place, the precise nature of the problem and the specific action necessary to correct it.

(B) If there is a second proven occurrence of the same course of conduct, the supervisor should hold another meeting with Employee and take the following action:

- (i) Issue a written reprimand to the Employee, with a copy being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the reprimand;
- (ii) Warn the Employee in writing, with a copy to the Union, that a third incident will result in more severe disciplinary action; and
- (iii) Prepare and forward to the Single Tax Office's Collector of Taxes and the Union a written report describing the first and second incidents and summarizing the action taken during the meeting with the Employee.

(C) If there are additional occurrences of the same type of misconduct, the supervisor should take the following action:

- (i) Issue a written reprimand or warning with a copy being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the reprimand; or
- (ii) Suspend the Employee without pay for one to five working days with a copy of the suspension being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the suspension.

(D) If there are additional occurrences of the same type of misconduct, the supervisor should take the following action:

- (i) Discharge the Employee, depending upon all of the circumstances surrounding the discharge, with a copy of the notice being simultaneously provided to the Union, setting forth with factual specificity the precise reason or reasons for the discharge.

Section 5: In cases involving proven serious misconduct set forth in Section 3, the procedures contained above in Section 4 may be disregarded. Under such circumstances, the supervisor may suspend the Employee immediately and, if appropriate, recommend termination of the Employee provided that the following procedures are satisfied:

- (A) Before any Employee is removed from payroll for alleged misconduct, a meeting shall be held with the Collector of Taxes, the involved supervisor or supervisors, the affected Employee and the union representative.

(B) Prior to that meeting the Employee shall be provided with a written statement setting forth with specificity the precise facts upon which the Single Tax Office was relying in proposing to suspend or terminate the Employee.

(C) The Employee shall be given a reasonable opportunity to respond to the charges and, if necessary, to bring witnesses to the meeting to refute or explain the charges.

Section 6: An Employee's record shall be expunged of any disciplinary incidents if the Employee works twelve full months without further action being instituted under this policy.

DISCHARGE

Section 1: No employee shall be discharged or disciplined without good and sufficient cause. Upon request by the Union, in writing, the Employer will notify the Union promptly on discharges and suspensions. Any employee who is discharged while on the premises shall, if the employee so requests, be granted an interview with the shop steward before the employee is required to leave office.

Section 2: Should there be any dispute between the Employer and the Union concerning the existence of good and sufficient cause for a discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of Article XI, Grievance Procedure. Such grievance shall have a preferred status on the calendar of grievances. Any grievance concerning a discharge must be filed, in writing, by the end of the next pay period after the day of discharge otherwise the request to grieve is lost.

Section 3: In matters of discipline and discharge the applicable Civil Service Laws of the Commonwealth of Pennsylvania and/or rules and regulations adopted and enforced in the City of Scranton shall apply.

ARTICLE VII **BULLETIN BOARDS**

Section 1: The Employer agrees to provide the Union with reasonable bulletin board space for the purpose of dissemination of Union information to the employees.

Section 2: Union Notices will be on Union stationary and signed by a Union officer, and a copy presented to the Employer on the date of posting. The notices shall be removed from the bulletin board space within a reasonable period of time after such notices have served their intended purpose.

ARTICLE VIII
SAFETY

Section 1: The Employer will continue to maintain First Aid Facilities for the employees as previously provided.

Section 2: The Employer agrees to abide by all State and City Laws regarding the safety and comfort and sanitary conditions for his employees.

ARTICLE IX
UNION REPRESENTATION AND STEWARDS

Section 1: The Employer recognizes and will deal with all the accredited representatives of the Union and the two office stewards. A written list of stewards will be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing promptly of any change in stewards.

Section 2: Stewards shall continue to work at their assigned jobs at all times except when they leave work with notification to their Supervisor to investigate or handle grievances. Upon return to their workstation, they shall report to their Supervisor again. The Employer agrees that a certain amount of freedom of movement is required by representatives of the Union in order to carry out their proper functions and it shall not hinder such movement nor shall such movement interfere with duties of employment.

ARTICLE X
VISITATION

Accredited representatives of the Union shall have free access to the premises of the Employer during working hours on official Union business. However, except in the case of an unforeseen event, the accredited representatives will give Employer at least one (1) hours' notice of his/her visit.

ARTICLE XI
GRIEVANCE PROCEDURE

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

Section 2: Any such grievance shall be settled in accordance with the following grievance procedure:

- A. The dispute or grievance shall be taken up by the Steward, the aggrieved employee and the Supervisor of the department involved.

- B. If no satisfactory settlement is reached between the steward, and the Supervisor, the grievance shall be reduced to writing. However, the written grievance must be filed within a ten (10) day period following the first occurrence, which gave rise to the grievance. The Committee shall then investigate, present and discuss such grievance with the designated Employer official, who shall render a decision within ten (10) calendar days. The Employer will have no duty to process or arbitrate any grievance, which does not comply with these requirements.
- C. In the event the grievance or dispute is settled, such settlement shall be reduced to writing and copies distributed to all persons involved. In the event the grievance or dispute is not settled in a manner satisfactory to the grieving party (Union or Employer), within five (5) days, the grieving party has the right and authority to submit such grievance or dispute to arbitration in the manner hereafter provided.

Section 3: General grievances or disputes affecting the employees in a Unit as a whole, and discharge grievances may be initiated by the Committee directly at Step (B).

Section 4: While a grievance is being processed and until a final decision has been arrived at, the conditions of the relationship existing prior to the grievance shall remain unchanged.

Section 5: Either party to this Agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure. The Employer, on demand, will produce production, payroll and other records for the purpose of substantiating the contentions or claims of the parties, well in advance of the formal proceeding of the grievance procedure.

Section 6: The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances and disputes as herein defined, whether or not either party to the contract considers the same as a material breach of the contract or otherwise.

Section 7: There currently are no pending grievances between the parties. However it is acknowledged, that during the course of a past collective bargaining agreement it was agreed the Employer was permitted to subcontract work of the Bargaining Unit for collection, providing that at no time during the subcontracting would any member of the Bargaining Unit be laid off. However, it is agreed that this no layoff provision does not prevent layoffs due to the removal of Earned Income Tax processing and collection under Act 32 after the year 2011.

ARTICLE XII **MEDIATION AND ARBITRATION**

Section 1: In the event that the parties shall have exhausted the procedure for the settlement of disputes as set forth in Article XI and sections thereof; such grievances and disputes

shall be referred to an arbitrator within fourteen (14) days, who shall be appointed under the Voluntary Arbitration Rules of the American Arbitration Association.

Section 2: Any expense in connection with the services of the arbitrator shall be borne and divided between the parties, as follows: Union, one half (½) the cost, and the City of Scranton, the School District of the City of Scranton, and the County of Lackawanna, equally dividing the remaining one half (½).

Section 3: The decision of the arbitrator shall be binding upon the parties hereto.

Section 4: In the event that any matter is submitted for arbitration under the provisions hereto, the arbitrator shall not have the right to impose upon the parties any obligation not expressly assumed by the parties under the provisions of this Agreement.

Neither shall the Arbitrator have the right to deprive the parties of any right expressly or impliedly reserved to them for their benefit hereunder.

Section 5: In each case submitted to the arbitrator for decision, the arbitrator must make written findings setting forth the reasons for the arbitrator's decisions or awards, and each case of dispute with respect to a wrongful discharge submitted to the arbitrator, the arbitrator shall make express written findings setting forth the cause or ground of discharge as found by the arbitrator, without which findings as aforesaid the decisions and award of the arbitrator shall be null and void and of no force and effect.

ARTICLE XIII **SENIORITY**

In this matter the applicable Civil Service Laws of the Commonwealth of Pennsylvania and /or rules and regulations adopted and enforced in the City of Scranton shall apply.

Section 1: The length of service of an employee with the Employer shall determine the seniority status of the employee from the most recent hiring date.

Section 2: The stewards shall have top seniority in regard to lay-offs during their term of office.

Section 3: For the purposes of seniority in lay-offs, when it becomes necessary to lay off an employee in the Tax Office, the least senior employees in the Tax Office affected in the lay-off will be permitted to bump a junior employee in the Tax Office, provided they have the ability to perform the job. Laid off employees shall be recalled before any new employees are hired to fill vacancies.

Section 4: A temporary transfer of employees from one position to another on a seasonal basis because of fluctuating workloads in various positions, shall not be considered a lay-off, and the selection of employees to transferred, need not be based on seniority.

Section 5: TERMINATION OF SENIORITY

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

- A. Employee voluntarily quits job.
- B. Is discharged for just cause; cause sustained.
- C. An employee transferred to a position outside of the Bargaining Unit prior to the effective date of this Agreement and Employees who may transfer after the effective date of this Agreement shall forfeit all of Employee's seniority rights within the Bargaining Unit.

Section 6: Employer agrees to prepare a seniority list every six (6) months with copies to the Union. Copies of this list will also be posted on the Bulletin Boards. Oversights, typographical errors, etc., may be corrected by the Employer at any time.

Section 7: All future job openings in the Tax Office which the Employer wishes to fill shall be filled in accordance with the following rules:

A. The Employer will advise stewards when new job classifications are being considered. Stewards will have an opportunity to make suggestions and recommendations pertaining to job descriptions. These suggestions and recommendations, however, are advisory in nature and the final determination of job classifications and their descriptions remain the prerogative of the Employer and are not subject the grievance procedures.

B. All job openings in the Tax Office shall be bulletined. Such bulletins will be posted on the bureau bulletin boards for three (3) working days.

The bulletins will state the number of jobs to be filled, the shift on which the work is to be done, the rates of pay for each job and the qualifications required to fill the position. Any employee bidding for more than one job shall indicate the order of preference on the bulletin signed. If the employee is the senior bidder for more than one job, the employee shall have the opportunity to qualify only for the job ranked highest in the employee's preference. The qualified bidder with the highest seniority shall be selected to fill the job for a trial period of not less than ten (10) working days. All transfers as a result of this trial shall be temporary until satisfactory completion of the trial periods involved. At the conclusion of the trial period, the employee's performance during the trial period will be reviewed by a committee comprised of union members and Tax Office management.

C. When a job opening is bulletined and successfully bid by an employee from the Tax Office and another vacancy is created, that vacancy shall be bulletined and the procedure shall be followed until three (3) postings have occurred. Any vacancies created after the third posting shall be filed at the discretion of the Tax Collector.

D. In the event that no acceptable bids are received from within the Tax Office during any of the postings, the vacancies shall be filled at the discretion of the Tax Collector.

ARTICLE XIV
HOURS AND DAYS OF WORK

Section 1: The basic workweek for Tax Office employees will consist of thirty-five (35) hours, not including meal periods. A normal weekday for such employees shall be seven (7) hours, not including meals.

It is understood that there shall be at least two (2) shifts as follows:

1. 8:30 a.m. to 4:00 p.m.
2. 9:30 a.m. to 5:00 p.m.

Shifts shall be filled by Bargaining Unit employees on a voluntary or bid basis. If shifts cannot be filled by voluntary or bid basis, then seniority shall prevail in determining preference for shifts. The new shifts shall be implemented within ten (10) days of the ratification of this Agreement. All shifts shall be manned with a minimum of three (3) Bargaining Unit employees, at least one (1) of whom must be a cashier.

All Bargaining Unit employees on the Flex schedule must have their starting time and finish time approved by the Tax Collector in advance. Such approval shall not be unreasonably withheld by the Tax Collector.

It is also understood that there shall periodically be a Saturday shift between the hours of 9:00 a.m. to 12:00 p.m. Saturday shifts shall be filled by Bargaining Unit employees on a voluntary or bid basis. If shifts cannot be filled by voluntary or bid basis, then the lack of seniority shall prevail in requiring manning for the Saturday shift. The Saturday shift shall be manned with a minimum of three (3) Bargaining Unit employees, at least one (1) of whom must be a cashier. The Employer reserves the right to increase the Saturday shift minimum manning above three (3) Bargaining Unit employees, however any additional manning shall be filled on a voluntary or bid basis.

The Employer may explore arrangements for more office hours per week for the benefit of the taxpayers. In such event, the Employer will meet with the Union regarding issues such as hours of work per day and per week, a modified lunch period, etc., and the parties explicitly agree that such issues, when raised, will be mandatory subjects of bargaining.

The Employer may implement alternating or staggered shift start/end times applicable to some or all positions in the Single Tax Office to improve, as it determines, efficiency, effectiveness and/or customer service.

Section 2: Overtime shall be paid at the rate of time and one half for hours in excess of thirty-five (35) hours per week. Overtime must be approved by the Tax Collector.

ARTICLE XV
EMPLOYEES

In this matter, the applicable employment-related rules and regulations adopted and enforced by the City of Scranton shall apply.

ARTICLE XVI
HOLIDAYS

Section 1: All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the day of the week on which the holiday may fall.

Section 2: Any employee who is requested to work on any designated holiday shall, in addition to holiday pay, receive two (2) times the regular hourly rate for all hours worked.

Section 3: The following days shall be designated holidays under this Agreement for which there shall be no separate or additional payment, unless as provided in Section 2 above, in addition to the employee's annual salary:

New Year's Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	General Election Day
Thanksgiving Day	Martin Luther King Day
Primary Election Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	(2) Personal Days
Juneteenth	

Section 4: If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall receive holiday pay and not be charged the vacation day.

Section 5: Any holiday which falls on Saturday shall be observed on the preceding Friday, if so designated by law.

Section 6: Any holiday which falls on a Sunday, shall be observed on the following Monday, if so designated by law.

Section 7: All employees shall work the day before and the day after any of the aforesaid holidays or any other holidays granted, otherwise a medical excuse shall be required by the Employer.

Section 8: On New Year Eve's, April 15th (or the day designated for the filing of Earned Income Tax returns), the last work day of February, April and June, the Tax Collector shall not deny use of personal days, as long as there are five (5) Bargaining Unit members, including two (2) cashiers, present to staff the office. Should there only be minimum staff available to staff the office, the Tax Collector reserves the right to temporarily change shifts to meet the requirements of the shifts outlined in Article XIV.

ARTICLE XVII **VACATIONS**

Employees covered by this Agreement shall receive vacation with pay under the terms and conditions set forth hereinafter.

Section 1: The vacation period shall be between January 1st to December 31st with all vacation time at the approval of the Tax Collector.

Section 2: Any employee on the payroll of the Tax Office who attains the seniority status specified in the following table during the calendar year shall be entitled to the corresponding vacation with pay:

One (1) week vacation after one (1) year of service.

Two (2) weeks' vacation after two (2) years of service.

Three (3) weeks' vacation after five (5) years of service.

Four (4) weeks' vacation after ten (10) years of service.

Five (5) weeks' vacation after twenty (20) years of service.

Six (6) weeks of vacation after (25) years of service.

Section 3: Employees who are laid off, discharged or who discontinued service with the Tax Office, shall be given whatever pro rata earned vacation pay, if any, may be due at the time of job severance. Such pro rata vacation shall be based on the vacation provisions set forth above. If any employee with four (4) or more years seniority and has worked six (6) months or more in the current years, that employee shall receive employee's full vacation.

Section 4: Unless otherwise authorized in writing by the Tax Collector, vacations must be taken in the year in which they are granted.

Section 5: In the case of a deceased employee, employee entitlement to vacation pay shall be considered as part of employee's regular pay and paid according to state law.

Section 6: Any employee hired after January 1, 1995, shall never receive more than four (4) weeks of paid vacation, regardless of years of service.

ARTICLE XVIII
SICK LEAVE & LEAVE OF ABSENCE

Section 1: (a) Employees who are hired on or after October 31, 2023, will earn up to eight (8) sick days annually, at the rate of .667 days' sick leave for each calendar month in which they work at least eighty (80) hours. Said employees may accumulate up to a maximum of sixty (60) sick days.

(b) Employees who were hired prior to October 31, 2023, will earn up to twelve (12) sick days per year, at the rate of one (1) day of sick leave for each calendar month in which they work at least eighty (80) hours. Said employees may accumulate up to a maximum of one hundred twenty (120) sick days.

Any employee who is off work as a result of any illness or injury for three or more consecutive days or who exhibits sick leave abuse shall be required to furnish a doctor's certificate concerning the illness or injury. In addition, the Employer may, at its discretion, order an evaluation of the employee's condition by medical personnel of the Employer's choosing at the Employer's expense. However, if any employee does come down with a verified serious illness during the current year, the Employer shall waive these rules and protect that employee up to forty-five (45) working days.

N.B. The Employer has notified the Union during bargaining that it will hereafter apply the language of the 3rd sentence of the above paragraph in accordance with its plain meaning.

It is further acknowledged that when an employee shall request a leave of absence pursuant to Article XVIII, Section 2, that it is not a prerequisite that the employee use up all personal and vacation days.

Employees who have accumulated sick leave as of the date of their retirement will be paid their daily rate for the first thirty (30) days accumulated. In addition, for time accumulated beyond thirty (30) days and up to one hundred twenty (120) days, (i.e. day 31 through and including day 120), employees shall be paid twenty-five dollars (\$25.00) per day up to a maximum of two thousand two hundred fifty dollars (\$2,250).

Section 2: LEAVE OF ABSENCE

A. Any Employee, upon application in writing, shall be granted a leave of absence without pay, not to exceed (1) year because of personal illness, or disability. The parties agree that employees shall have all the rights under the Family Medical Leave Act including continuation of their Health Insurance Benefits for Twelve (12) weeks during any leave permitted under the Family Medical Leave Act.

B. A leave of absence in excess of one (1) year for the reasons set forth in Section 2(A) shall be granted only with the written consent of the Employer.

C. At the termination of the leave of absence, upon application the employee will be returned to employee's former position. In each case, the employee will receive the then prevailing rate of pay for the job to which employee has been assigned.

D. If requested, the Employer will supply the Union with a list of persons on leave at the end of each and every month. This shall include the date each leave commences and terminates.

E. A request by an employee for time off due to the birth or adoption of her/his child shall be regarded and treated as a request for unpaid FMLA leave under and in accordance with Section 2 A., above.

Section 3: In the case of a deceased employee, employee's entitlement to sick leave pay shall be considered as part of employee's regular pay and paid according to state law.

ARTICLE XIX **STRIKE AND LOCKOUT**

The Union agrees that there shall be no strikes, sympathy strikes, slowdowns, sit downs, or stoppage of work during the terms of this Agreement. The Employer agrees that it will not lock out any or all of its employees during the term of this Agreement.

ARTICLE XX **DEATH IN FAMILY**

In the case of the death of a member of the immediate family of an employee, the Employer, will protect such employee against loss of employee's wages on employee's regular job for up to four (4) scheduled work days lost because of such death, during the period beginning with the date of death and ending within ten (10) days after the date of burial. Immediate family shall be defined as: wife, husband, child, step-child, mother, father, step-mother, step-father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, step mother-in-law, step father in-law, brother-in-law and sister-in-law, aunt and uncle.

ARTICLE XXI **ALTERATION OF AGREEMENT**

Section 1: No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein, shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto

unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

Section 2: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXII
INSURANCE

Section 1: Effective January 1, 2024, the Employer agrees to implement the following health insurance program with the intent, subject to B. 1. a. below, to keep it in effect during the life of this Agreement:

A. The present term life insurance policy provided for bargaining unit employees shall be increased to the face amount of \$50,000. Any employee who retires, in accordance with the provisions of the City of Scranton Municipal Pension Fund during the term of this Agreement shall be covered by \$10,000 life insurance policy.

B. HEALTHCARE

1. Subject to the provisions and conditions of this Article, the Employer shall in each year of this Agreement provide all active and eligible retired members of this bargaining unit, their spouse and dependents with Medical, Dental, Vision and Rx coverage under the City's Health Insurance Plan that applies at the time to the City's Clerical bargaining unit (currently, a \$1,000/\$2,000 in network deductible plan). A Summary of Plan Benefits for 2024 will be created and appended to the Agreement.

a. It is the parties' desire to maintain healthcare coverage for the term of this Agreement that is equivalent to or substantially comparable to the current coverage in place effective January 1, 2024. But recognizing the ever-changing nature of health insurance and the Employer's fiscal limitations, the parties agree that if, from Plan year to Plan year, the Employer determines it necessary to materially modify Plan components such as deductibles, co-pays and fee schedules ('material' being defined to mean a plan or specific plan component change that is not substantially comparable with that in effect as of January 1, 2024), it will inform the Union, provide it with its proposed changes, and offer to meet to review and discuss same before making any changes; provided that after notice is sent discussions between the parties over proposed modifications shall be conducted on an expedited basis, without delay, and completed in sufficient time for the Employer's plan to be finalized and implemented, including conducting an Open Enrollment, before the new Plan Year.

b. Upon ratification, and through December 31, 2027, dental insurance for employees of this bargaining unit shall be provided through a PPO plan (for 2023, through Delta Dental), key terms of which are as follows:

	In Network	Out-of-Network
Deductible (Single/Family)	\$0	\$25/\$75
Individual Annual Maximum	\$2,000* Preventative services do not accumulate toward the maximum	
Student/Dependent Age	26	
Diagnostic / Preventive	No Deductible on 100%	
Oral Evaluations	100%	
X-Rays		
Cleanings		
Fluoride		
Sealants		
Space Maintainers		
Basic Services	No Deductible	Deductible Applies
Fillings	100%	80%
Simple Extractions		
Oral Surgery		
Nonsurgical Endodontics		
Surgical Endodontics		
Nonsurgical Periodontics		
Root Canal Therapy/Endodontics		
Surgical Periodontics		
Major Services	No Deductible	Deductible Applies
Oral Surgery	70%	60%
Nonsurgical Endodontics		
Surgical Endodontics		
Nonsurgical Periodontics		
Surgical Periodontics		
Crowns		
Inlays / Onlays		
Bridges / Dentures		
Orthodontics	Covered	
Reimbursement Level	100%	
Lifetime Maximum	\$1,500	

Adult Coverage	N/A
OON Reimbursement Methodology	Based on PPO

*Dental - \$2,500 cap for the individual EE, \$5,000 cap for EE + one (spouse and child); \$7,500 cap for EE + children or Family for incumbents through December 31, 2027. Effective January 1, 2028, this increased maximum will sunset.

\$2,000 cap for the individual EE, \$4,000 cap for EE + one (spouse or child); and \$6,000 cap for EE + children or Family for all employees hired after ratification.

2. During calendar years 2024 through 2027 the employees of this bargaining unit shall pay the following payroll deductions as their share of their healthcare premiums during those years:

	2024	2025	2026	2027
Single	\$1,502	\$1,607	\$1,719	\$1,839
Parent + Child	\$1,732	\$1,853	\$1,983	\$2,122
Parent + Children	\$1,838	\$1,967	\$2,105	\$2,252
Husband + Wife	\$1,866	\$1,997	\$2,137	\$2,287
Family	\$2,096	\$2,243	\$2,400	\$2,448

3. The bargaining unit employees' payroll deductions, noted above in #2, shall be divided equally among the paychecks for the year and only one single payment by the employee shall be deducted from each paycheck.

4. During calendar years 2024 through 2027 the employees of this bargaining unit shall pay the following co-payment:

Physician Co-Pays	2024	2025	2026	2027
Primary - Per Visit	\$20.00	\$30.00	\$35.00	\$35.00
Retail Clinic, Virtual	\$20.00	\$30.00	\$35.00	\$35.00
Specialist – Per Visit	\$35.00	\$50.00	\$60.00	\$70.00
Urgent Care	\$35.00	\$50.00	\$60.00	\$70.00
Emergency Room	\$150.00	\$200.0	\$225.00	\$225.00
Therapy and Rehab	\$20.00	\$30.00	\$35.00	\$35.00

5. During calendar years 2024 through 2027 the employees covered by this Agreement shall pay the following co-payments for Retain Prescription Drugs (30-day supply):

RX Tier	2024	2025	2026	2027
Tier 1	\$5.00	\$10.00	\$10.00	\$10.00
Tier 2	\$25.00	\$45.00	\$50.00	\$60.00

Tier 3	\$80.00 ¹	\$90.00	\$100.00	\$120.00
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During calendar years 2024 through 2027 employees covered by this Agreement shall pay the following co-payments for Mail Order Prescription (90-day supply):

RX Tier	2024	2025	2026	2027
Tier 1	\$10.00	\$20.00	\$20.00	\$20.00
Tier 2	\$50.00	\$90.00	\$100.00	\$120.00
Tier 3	\$160.00 ²	\$180.00	\$200.00	\$240.00

6. Active employees hired after December 31, 1995 and prior to January 1, 1999, shall be eligible for three (3) years of health insurance benefits upon retirement from the Employer for themselves, their spouses and any eligible dependents. The benefit will expire at the earlier of: at the completion of three (3) years after the date of the employee's retirement, or upon the employee's or spouse's eligibility for Medicare, whichever comes first. If the Spouse becomes Medicare-eligible during that 3-year period but the employee is not yet eligible, the employee may continue coverage for herself/himself under the Plan through that 3 year-period or until s/he becomes eligible for Medicare, whichever comes first. These employees will be responsible for the contributions equal to the active employee contributions during the three (3) year period.
7. An employee may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:
 - i) The election that shall be in writing shall be effective as of the first day of the next month following the Employer's receipt of the notice; and
 - ii) The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the Employer's receipt of that notice; and
 - iii) For each full month that the revocation is in effect the Employee shall monthly receive the following amount, payable to him/her in the paycheck next following the month for which the revocation was in effect;

¹ For incumbent bargaining unit employees as of the effective date of this Agreement: For 2024 only, Retail RX Tier 3 co-pay (30-day supply) is \$50.00. Effective on and after 1/1/2025, the regular RX co-pays in the CBA will apply.

² For incumbent bargaining unit employees as of the effective date of this Agreement: For 2024 only, Mail Order RX Tier 3 co-pay (90-day) supply is \$100.00. Effective on and after 1/1/2025, the regular RX co-pays in the CBA will apply.

- Employee \$100/month
- Employee and Spouse \$200/month
- Employee and Child \$200/month
- Employee and Children \$200/month
- Family \$400/month

iv) An employee cannot maintain health insurance with the Employer if his/her spouse/significant other is also employed by this Employer, City of Scranton or Scranton School District or is a retiree of this Employer, City of Scranton or Scranton School District, and has health insurance with that entity.

ARTICLE XXIII
WAGES AND CLASSIFICATIONS

Section 1: Bargaining unit employees who were hired prior to October 31, 2023, will receive increases to their then-current pay beginning with the first full payroll after the following dates:

Within 21 days after ratification:	\$1,750 one-time lump sum payment
January 1, 2024:	Five (5%) percent
January 1, 2025:	Four (4.0%) percent
January 1, 2026:	Three (3%) percent
January 1, 2027:	Three (3%) percent

A. TERMINATION INCENTIVE

The Employer reserves the right to establish and offer from time-to-time termination incentives for employees who, upon acceptance in accordance with the terms of the particular offer, will voluntarily terminate their employment with the Employer.

ARTICLE XXIV
MANAGEMENT RIGHTS

Section 1: It is understood and agreed that, except as modified by Agreement, the Tax Collector at his or her sound discretion, possesses the right, in accordance with applicable laws, to manage all operations of the Scranton Single Tax Office, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Scranton Single Tax Office.

Section 2: Except as modified by this Agreement, matters of inherent managerial policy of the Scranton Single Tax Office are reserved exclusively to the Tax Collector. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Scranton Single Tax Office, standards or service, utilization of its overall budget and technology, the organizational structure and selection and direction of personnel.

Section 3: Except as modified by this Agreement, the listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed or not specifically surrendered herein whether or not such rights have been exercised by the Tax Collector.

ARTICLE XXV
DRUG & ALCOHOL TESTING

Section 1: The City shall have the right to provide for random drug and alcohol testing for current employees. The City shall pay for the cost of random drug and alcohol testing. The Drug and Alcohol Policy attached hereto as Exhibit B is adopted.

ARTICLE XXVI
STAFFING LEVELS /VACATION USAGE

Two of the Employer's fully qualified cashiers and all members of its Real Estate Department must work, and will not be authorized or permitted to utilize vacation time or any other time off, paid or unpaid, during the last three (3) work days of the first, third and fourth calendar quarters and during the last five (5) work days preceding the April 15th (or other day designated as the end of the) Real Estate Tax discount period) and June 30th (or other day designated as the end of the Real Estate Tax face value period).

The Tax Collector may increase the number of cashiers subject to the above paragraph and/or the number of restricted work days at the end of any quarter based on her/his determination of the needs of the Single Tax Office. If the Tax Collector extends either the number of subject cashiers or the number of restricted work days at the end of any calendar quarter, or preceding the Real Estate tax discount and/or Real Estate tax face value due date, the Tax Collector shall provide at least fifteen (15) calendar days' notice of same to the Union and the opportunity, upon its request, to meet and discuss her/his decision, provided if so the discussion shall take place on an expedited basis.

ARTICLE XXVII
DURATION OF AGREEMENT

This Agreement shall be effective, in accordance with its terms, upon mutual ratification (i.e., November 1, 2023) through December 31, 2027. It shall automatically be renewed from year to year thereafter unless either party gives the other party at least sixty (60) days written notice of the desire to terminate, modify or amend this agreement.

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

**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**


Business Representative


Date

**SCRANTON SINGLE TAX
OFFICE**

Tax Collector

Date

Employer Representative

Date

CITY OF SCRANTON

Mayor

Date

City Controller

Date

ATTEST:

City Clerk

Date

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Scranton School District Board President

Date

ATTEST:

Board Secretary

Date

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

**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**

**SCRANTON SINGLE TAX
OFFICE**

Business Representative

Tax Collector

Date

Date

Employer Representative

Date

CITY OF SCRANTON

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

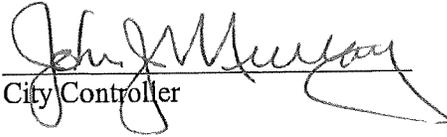


Mayor

Scranton School District Board President

6/3/2024
Date

Date



City Controller

ATTEST:

6/26/24
Date

Board Secretary

Date

ATTEST:



City Clerk

6-26-24
Date

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

**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS**
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers

**SCRANTON SINGLE TAX
OFFICE**

Cathy Nealon Wechsler
Tax Collector

Business Representative

July 17, 2024
Date

Date

[Signature]
Employer Representative

July 17, 2024
Date

CITY OF SCRANTON

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Mayor

Scranton School District Board President

Date

Date

City Controller

ATTEST:

Board Secretary

Date

Date

ATTEST:

City Clerk

Date

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**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**

**SCRANTON SINGLE TAX
OFFICE**

Business Representative

Tax Collector

Date

Date

Employer Representative

Date

CITY OF SCRANTON

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Mayor

[Signature]

Scranton School District Board President

Date

8/22/2024

Date

City Controller

ATTEST:
[Signature]

Board Secretary

Date

8/22/2024

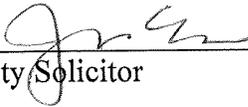
Date

ATTEST:

City Clerk

Date

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



City Solicitor

6/1/21
Date

**APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT**

Scranton School District Solicitor

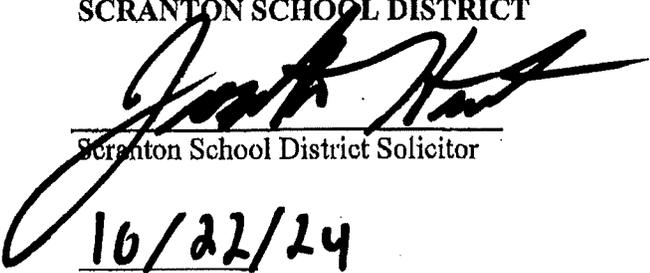
Date

APPROVED AS TO FORM ON
BEHALF OF THE
CITY OF SCRANTON

City Solicitor

Date

APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT



Scranton School District Solicitor

10/22/24
Date

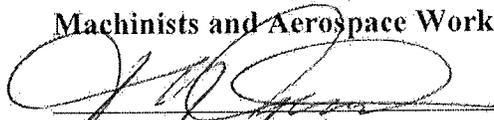
SIDE AGREEMENT 1

This Side Agreement ("Agreement") is made as of the 1st day of November 2023, setting forth the following:

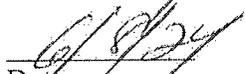
All Single Tax Office employees and their immediate household family members must be current on all taxes collected by the Single Tax Office as a requirement of their continued employment by the Single Tax Office. A tax-delinquent employee and/or her/his immediate tax-delinquent household family member will be notified by the Employer of any delinquency and the tax-delinquent employee and/or her/his immediate tax-delinquent household family member will be granted up to one (1) year from the date the Employer informs said employee of the amount of the applicable verified tax delinquency, to pay off those delinquent taxes in full; provided that such payoffs will be structured in a manner normally permitted and applied by Single Tax Office for the payoff of tax delinquencies.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written:

**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**



Business Representative



Date

**SCRANTON SINGLE TAX
OFFICE**

Tax Collector

Date

Employer Representative

Date

CITY OF SCRANTON

Mayor

Date

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Scranton School District Board President

Date

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Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**

Business Representative

Date

**SCRANTON SINGLE TAX
OFFICE**

Cathy Nealon Wechsler
Tax Collector

July 17, 2024
Date

[Signature]
Employer Representative

July 17, 2024
Date

CITY OF SCRANTON

Mayor

Date

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Scranton School District Board President

Date

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**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**

**SCRANTON SINGLE TAX
OFFICE**

Business Representative

Tax Collector

Date

Date

Employer Representative

Date

CITY OF SCRANTON

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**



Mayor

Scranton School District Board President

6/25/2024
Date

Date

SIDE AGREEMENT 1

This Side Agreement (“Agreement”) is made as of the 1st day of November 2023, setting forth the following:

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written:

**INTERNATIONAL ASSOCIATION OF
Machinists and AEROSPACE WORKERS
Local Lodge 2462, of District 1
International Association of
Machinists and Aerospace Workers**

**SCRANTON SINGLE TAX
OFFICE**

Business Representative

Tax Collector

Date

Date

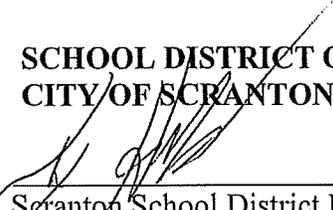
Employer Representative

Date

CITY OF SCRANTON

**SCHOOL DISTRICT OF THE
CITY OF SCRANTON**

Mayor



Scranton School District Board President

Date

9/22/2024

Date

City Controller

Date

ATTEST:

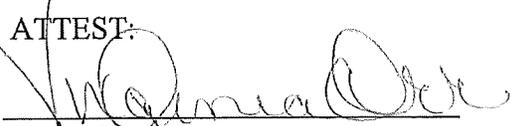
City Clerk

Date

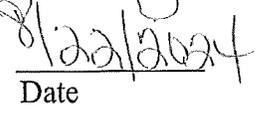
**APPROVED AS TO FORM ON
BEHALF OF THE
CITY OF SCRANTON**

City Solicitor

Date

ATTEST:


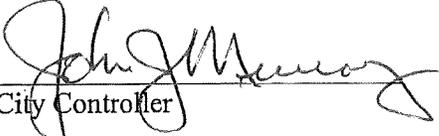
Board Secretary


Date

**APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT**

Scranton School District Solicitor

Date


City Controller

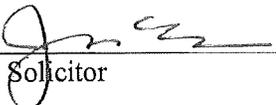
6/26/24
Date

ATTEST:


City Clerk

6/26/24
Date

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


City Solicitor

6/26/24
Date

ATTEST:

Board Secretary

Date

**APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT**

Scranton School District Solicitor

Date

City Controller

Date

ATTEST:

City Clerk

Date

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

City Solicitor

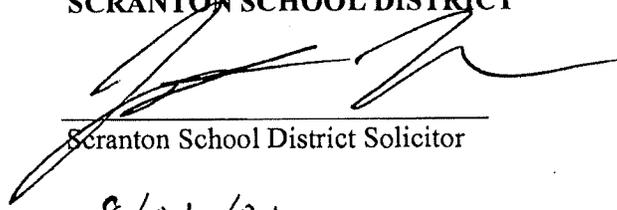
Date

ATTEST:

Board Secretary

Date

**APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT**



Scranton School District Solicitor

8/21/24
Date

SIDE AGREEMENT 2

LAW OFFICES
UFBERG & ASSOCIATES LLP
310 PENN AVENUE
SCRANTON, PENNSYLVANIA 18503
PHONE (570) 341-8800 FAX (570) 341-8801

ROBERT UFBERG
JOHN T. ELLIS*
MATTHEW G. BOYD*
JORDAN M. DEMPSEY

* ALSO ADMITTED IN NEW YORK

COUNSEL
ELLEN JORDAN BOYD

ROBERT UFBERG, ESQ.
RUFBERG@UFBERGLAW.COM

October 31, 2023

By E-Mail and First Class Mail

Mr. Anthony Armideo, Directing Business Representative
District 1-IAM&AW
71 Charles Drive
New Castle, Delaware 19720

RE: Negotiations between the Scranton Single Tax Office (STO) - and - Local
Lodge 2462 a/w District 1 IAM: SIDE AGREEMENT

Dear Tony:

Upon our discussions about STO's Final Offer for a successor contract with IAM Local 2462 for the STO bargaining unit, including its November 3, 2023 ratification deadline, this sets forth the parties' Side Agreement regarding post-retirement health insurance benefits for current STO bargaining unit employees who (i) are currently eligible for post-retirement health insurance benefits for a set duration under prior CBAs and/or Side Agreements between the parties; (ii) are currently or will be age and service eligible for retirement from their employment with STO on or before December 31, 2023, and (iii) actually retire from their employment with STO on or before December 31, 2023.

STO has agreed that *if STO's Final Offer is ratified on or before November 3, 2023*, any current bargaining unit employee who meets all of the above criteria will, upon retirement, receive health insurance for herself/himself and, if applicable, her/his spouse, under the health insurance Plan and provisions in effect in STO's current CBA, not the new Plan and modified provisions in the parties' successor CBA.

This Side Agreement applies *only* to current STO employees who meet all three criteria set forth in the first paragraph, above, and *only* if STO's Final Offer is ratified on or before November 3, 2023. It is not intended to and does not confer any post-retirement health insurance benefits to any employee who is not already eligible for or entitled to them under the parties' current CBA.



Mr. Armideo
SIDE AGREEMENT
October 31, 2023
Page 2 of 2

I trust this accurately reflects our Side Agreement, but please let me know if you have any questions or issues with it.

Sincerely,
UFBERG & ASSOCIATES LLP


Robert Ufberg

cc: Daniel A. O'Rourke, PABM Mediator
Eileen Cipriani, City of Scranton Business Administrator
Jessica Eskra, Esq., City of Scranton Solicitor
Matthew G. Boyd, Esq.
Jody Ann Mooney, Esq.
John E. Freund III, Esq.
Patrick Laffey, Acting Superintendent – Scranton School District
Cathy Nealon Wechsler, Collector of Taxes

AGREED AND ACCEPTED: Local Lodge 2462 a/w District 1 IAM

By


Anthony Armideo,
Directing Business Representative
District-1, IAM & AW

SIDE AGREEMENT 3 – RETIREMENT INCENTIVE [Sunset Agreement]

The following full-time Single Tax Office employees and members of the bargaining unit as of October 30, 2023

<u>NAME</u>	<u>DATE OF HIRE</u>
Michael Quinlan	4/10/1980
Maria Costanzo	5/15/1995
Kevin Gallagher	5/13/1996
Melanie Eckenrode	7/29/1996
Anthony Patte	6/1/2004
Angela Duffy	9/10/2007
Debbie McLain	3/10/2014
Maryann Malone	12/01/2015
Christine O’Shea	12/12/2016
Julia Connor	2/1/2017
Caitlin Schank	12/11/2017
Casey Calpin	4/12/2019
Shannon Burke	10/7/2019
Kelly Gaughan	10/8/2019
Kelly Henderson	8/19/2022
Katharine Eagen	3/1/2023

who have completed the years of service according to the following schedule will receive the following indicated retirement incentive in addition to those benefits outlined in Article XXII:

<u>Years of Service</u>	<u>Incentives</u>
+15	\$3,000.00
+20	\$3,500.00
+25	\$4,000.00
+30	\$4,500.00
+35	\$5,000.00

Any retirement incentive shall be paid within thirty (30) days of the employee’s retirement date.

Note: Only the Single Tax Office employees listed above are eligible for this retirement incentive, depending on their years of service upon retirement. The retirement incentive does not apply to any employee of the Single Tax Office hired on or after November 1, 2023.

EXHIBIT A

EMPLOYEE PAY SCALE

JOB TITLE	POSITIONS	Salary as of 11/1/23	1/1/24	1/1/25	1/1/26	1/1/27
Cashier - Apprentice	Employee with less than six (6) months of employment	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00
Cashier	Any Cashier not designated Lead or Apprentice	\$38,952.24	\$40,899.85	\$42,535.84	\$43,811.92	\$45,126.28
Lead Cashier	Limited to one (1) employee	\$41,132.61	\$43,189.24	\$44,916.81	\$46,264.31	\$47,652.24
Auditor - Apprentice	Employee with less than six (6) months employment	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00
Auditor	Any Auditor not designated Lead or Apprentice	\$38,952.24	\$40,899.85	\$42,535.84	\$43,811.92	\$45,126.28
Lead Auditor	Limited to four (4) employees	\$42,222.79	\$44,333.93	\$46,107.29	\$47,490.42	\$48,915.13
Clerk - Apprentice	Employee with less than six (6) months of employment	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00	\$36,500.00
Clerk	Any Clerk not designated Lead or Apprentice	\$36,771.88	\$38,610.47	\$40,154.89	\$41,359.54	\$42,600.32
Lead Clerk	Limited to two (2) employees	\$38,952.24	\$40,899.85	\$42,535.85	\$43,811.92	\$45,126.28

EXHIBIT B

THE TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE
ON BEHALF OF
THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF SCRANTON
AND COUNTY OF LACKAWANNA
AND
LOCAL LODGE 2462 AFFILIATED WITH DISTRICT I OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

Purpose:

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

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

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

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

Policy:

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

Definitions:

- A. **“Under the influence”** is defined as the presence of alcohol or drugs in a person’s system at a level prohibited by the City as indicated by the cut off chart listed below. Prohibited drugs include, but are not limited to marijuana, hashish, heroin, cocaine, hallucinogens, “designer” or generic drugs, depressants, stimulants, and any other controlled substance not prescribed for current treatment by a licensed physician.
- B. **Alcohol** is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized or found.
- C. **Drug** means both alcohol and illicit drugs.
- D. **Drug Test** means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.
- E. **Employee Assistance Program** is an established program for employee assessment, counseling and possible referral to an alcohol and/or drug rehabilitation program.
- F. **Illicit Drugs** includes drugs that are listed on Schedules I through V of the Pennsylvania Crimes Code Title 35, Section 780-104, Schedules of controlled substances which are not legal, drugs which are legal but not legally obtained, or drugs used in a manner or for a purpose which is not legal or prescribed. The use of prescribed drugs or over the counter drugs that may adversely affect performance or behavior must be reported by the individual to his or her supervisor upon reporting for duty. Abuse of over the counter or prescribed drugs is prohibited. The supervisor will keep this information confidential, only advising the City on a strict need to know basis. Any violation of this confidentiality shall automatically void the value of any test then in process or completed.
- G. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.
- H. **Prescription** means an order for a controlled substance, other drug or device for medication which is dispensed to or for an ultimate user and also includes an order for a controlled substance, other drug or device for medication which is dispensed for immediate administration to the ultimate user (e.g., an order to dispense a drug to a bed patient for immediate administration in a hospital is not a prescription order).
- I. **Verified Positive Test** is certification by the MRO that the properly processed specimen tested positive for one or more of the targeted drugs, for which there was no presentation of legitimate medical explanation.
- J. **Split Sampling** is the collection of a single specimen of urine than is then divided into a primary specimen and a split specimen. If an employee’s test results are positive, the

employee has an opportunity to have the second sample sent to a different (pre-determined) certified laboratory for the testing of the identified drug(s).

Guidelines:

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

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

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

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

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

B. A drug and/or alcohol examination shall be administered:

- a. An on-duty industrial or traffic accident if there is reasonable evidence that employee negligence was the cause.

b. As part of regular physical examinations

4. Random testing will be conducted once per month. Employees to be tested will be drawn by a third party on a monthly basis and tested. At least one of the employees will also be tested for alcohol. The time and date of the drug testing will be done at the discretion of the Human Resources Director during working hours manpower permitting and the testing notices will be held by the Human Resources Director until the testing date. The Human Resources Director will notify the Tax Collector on that date of the name of the employees to be tested.

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

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

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

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

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

Testing Procedures:

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

1. The City may request breath, urine, hair and blood samples. Breath, urine, hair and blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office, or medical facility certified by the National Institute for Drug Abuse. The employee shall obtain their own means of transportation to the testing site. A union representative or the designee shall be permitted to accompany the specimen from the site where it is collected to the

laboratory. An on duty union representative or their designee shall be permitted to accompany the employee, manpower permitting, to observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from an employee. The employee shall not be observed when the urine specimen is given; however, appropriate procedures shall be enforced to ensure the validity of the procedure. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee and the union representative.

2. DRUG TESTING CUT-OFF LEVELS

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

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

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

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

All reconfirmation tests for hair and urine will be a limit of detection test. Limit of detection is defined as the lowest concentration at which the laboratory can identify a substance.

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

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

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

3. Any sample which has been altered or is shown to be a substance other than urine shall be reported as such.
4. At the time the breath, urine, hair specimens or blood samples are collected, two samples shall be taken and a third if requested by the union or employee. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, the sample must show positive results on the Gas Chromatography/Mass Spectrometry confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a union witness with evidence tape which shall be signed by both witnesses. This third sample can be tested at a NIDA certified laboratory selected by the union. The cost of testing the third sample shall be borne by the employee. The employee is not permitted to take physical possession of the third sample.
5. If the results of the tests administered by the employer on the sample shows that the employee while on-duty was under the influence of alcohol or smoked, ingested, inhaled or injected non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines or barbiturates, appropriate discipline may be imposed by the employer after the following procedure has been followed.
6. The employee and the union shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed. The union and the employee shall then have seventy-two (72) hours to present to the City any different results from the test of the third sample conducted by a laboratory selected by the union; however, the failure of the union or employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any arbitration proceeding. If the union or employee chooses not to have the third samples tested, then they cannot challenge the accuracy of the results.
7. After considering the results of the third test performed for the union, if presented, the City may invoke disciplinary action. Any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer and the employee, the base cost of which shall be covered by the employer's group health insurance, if applicable, as any other illness.
8. If the employee successfully completes such a program and is not again disciplined for alcohol abuse for twenty-four (24) months following the initial charge or for drug abuse for the balance of the employee's career, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.
9. Rehabilitation itself is the sole responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction will be entitled to benefits under the City's

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

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

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

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

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

Confidentiality:

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

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

Federal Drug Free Workplace Act of 1988

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

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

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