

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE TAX COLLECTION OF THE SCRANTON SINGLE TAX
OFFICE ON
BEHALF OF THE SCHOOL DISTRICT AND COUNTY OF
LACKAWANNA**

AND

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

EFFECTIVE: JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

THIS ADMINISTRATIVE AGREEMENT entered into this 16th day of April, 2014 by and between the TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE, on behalf of the School District of the City of Scranton, Pennsylvania, City of Scranton 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 employees in the Tax Collector's Office, including those previously described as: Cashiers, Auditors, Bookkeeping Machine Operators, Information Clerks, Calculator Operators Clerks, Mailing Clerks, Key punch Operators, Clerk-typist and Field Operators, all of which for purposes of this Agreement are now described as Cashiers, Clerks and Auditors. The Bargaining Unit does not include the Chief Clerk, Tax Administrator, any Supervisors, or Confidential Employees, as defined in Act 195.

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 III
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
MAINTENANCE OF MEMBERSHIP

Section 1: All Employees covered hereunder as members of the Bargaining Unit who have joined the employee organization, the exclusive bargaining agent herein, must remain members for the duration of this collective bargaining 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.

Section 2: Employees who chose not to join the Union shall be required, as a condition of employment, to pay to the Union a fair share fee equivalent to the regular membership dues required of said members and assessments, less the cost for the previous fiscal year of the Union's activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive representative.

Section 3: The Tax Collector will within three (3) working days after receipt of notice from the Union, discharge any Employee who is not in good standing in the Union as required by the preceding paragraph.

ARTICLE IV
CHECK-OFF

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 10** 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. The Employer 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 it 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;

| | |
|-----------------|---|
| Second Offence: | Written warning |
| Third Office: | Second Written warning with possible suspension |
| Fourth Offence: | Suspension to be established by the Department |
| Director | |
| | With Final Written warning |
| Fifth Offence: | 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 Employer 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 final 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 he so requests, be granted an interview with the shop steward before he 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 12, 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 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) hour's 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. The Supervisor shall render a decision by the close of the workday if handed in before noon, otherwise by noon the following day.

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 20-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 two (2) working 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

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: 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, who shall be appointed by the Federal Mediation and Conciliation Service, PA Bureau of Mediation or the Arbitration Association of America.

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 Scranton School District, 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 his decisions or awards, and each case of dispute with respect to a wrongful discharge submitted to him, he shall make express written findings setting forth the cause or ground of discharge as found by him, 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 bases because of fluctuating work loads 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. Voluntarily quits his 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 his 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. 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 he is senior bidder for more than one job, he shall have the opportunity to qualify only for the job ranked highest in his preference. The qualified bidder with the highest seniority shall be selected to fill the job for a trial period of not less than five (5) working days. All transfers as a result of this trial shall be temporary until satisfactory completion of the trial periods involved.

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 filled 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 employee 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.

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 Civil Service Laws of the Commonwealth of Pennsylvania and/or rules and regulations adopted and enforced in 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 his holiday pay, receive two (2) times the regular hourly rate for all hours worked.

Section 3: The following days shall be designated holiday 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: They are:

| | |
|----------------------|--------------------------|
| 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 | Day before Christmas Day |
| Independence Day | Christmas Day |
| Labor Day | (2) Personal Days |

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 vacation pay 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 two (2) months or more in the current years, he shall receive his 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, his entitlement to vacation pay shall be considered as part of his 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: Sick Leave – twelve (12) days – however, it will accumulate at the rate of one (1) day per month, per year. This will constantly accumulate; if no days are taken off, up to a maximum number of one hundred twenty-eight (128) working days.

However, if any employee does come down with a serious illness (with proof) during this current year, the Employer shall waive these rules and protect that employee up to forty-five (45) days. That will be defined as forty-five (45) working days.

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 sick leave, personal and vacation.

Any employee who has accumulated more than thirty (30) /sick days as of the date of his/her retirement shall be paid Twenty-Five Dollars (\$25.00) per day accumulated over thirty (30) days to a maximum of One Thousand Five Hundred Dollars (\$1,500.00).

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. 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 Employer.

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

D. If requested, 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.

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

ARTICLE XIX
STRIKE AND LOCKOUT

The Union agrees that there shall be no 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 his wages on his regular job for up to four (4) scheduled work days lost because of such death, during the period beginning with the date of death and ending 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, mother-in-law, 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: The Employer agrees to keep in effect during the life of this Agreement the following insurance program:

A. The present term life insurance policy provided for Bargaining unit employees shall be increased to the face amount of \$50,000 effective with the ratification of this Agreement. 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 \$7,500.00 life insurance policy.

B. Healthcare

1. Subject to the provisions and conditions of this Article, the Employer shall provide all active and eligible retired members of this bargaining unit, their spouse and dependents with Medical, Dental, Vision and Rx coverage.

- a. Healthcare coverage shall remain equivalent or better to the current coverage for the entire period of this agreement.

2. During calendar years 2013 through 2017 the employees of this bargaining unit shall pay the following payroll deductions:

| | 2013 | 2014 | 2015 | 2016 | 2017 |
|-------------------|---------|---------|---------|---------|---------|
| Single | \$1,196 | \$1,196 | \$1,196 | \$1,196 | \$1,196 |
| Parent + Child | \$1,326 | \$1,326 | \$1,326 | \$1,326 | \$1,326 |
| Parent + Children | \$1,404 | \$1,404 | \$1,404 | \$1,404 | \$1,404 |
| Husband & Wife | \$1,456 | \$1,456 | \$1,456 | \$1,456 | \$1,456 |
| Family | \$1,586 | \$1,586 | \$1,586 | \$1,586 | \$1,586 |

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 2013 through 2017 the employees of this bargaining unit shall pay the following co-payment applicable to visits:

| | 2013 | 2014 | 2015 | 2016 | 2017 |
|-----------|---------|---------|---------|---------|---------|
| Per Visit | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |

5. During calendar years 2013 through 2017 the employees of this bargaining unit shall pay the following co-payments for prescription medication:

| | 2013 | 2014 | 2015 | 2016 | 2017 |
|---------------|---------|---------|---------|---------|---------|
| Generic | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 |
| Premium | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 |
| Non-Formulary | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 |

6. Bargaining unit members who were entitled to retiree benefits under the 1996-2002 agreement shall be entitled to receive them until they and their spouse reach Medicare age or for a period of ten years, whichever comes last. (Please see attached applicable Letter of Agreement dated October,

01, 2012 and a list of bargaining unit members that fall under this provision.)

7. Active employees hired after December 31, 1995 and prior to January 1, 1999, shall be eligible for three (3) years of Health insurance benefits upon retirement from the Employer for themselves, spouse and any dependents. The benefit will expire at the completion of three (3) years or upon the employee's eligibility of Medicare. These employees will be liable for the contributions equal to the active employee contributions during the three (3) year period.
8. An employee may elect to waive his/her health insurance coverage as provided hereinbefore under the following conditions:
 - a. The election that shall be in writing shall be effective as of the first day of the month next following the Employer's receipt of the notice; and
 - b. The election may be revoked at any time in writing with such revocation becoming effective as of the first day of the month next following the Employer's receipt of that notice; and
 - c. For each full month that the revocation is in effect the employee shall monthly receive 40% of the Employer's saving attributable to that election. The saving will be reviewed and re-calculated on an annual basis. The money shall be paid to the employee in the paycheck next following the completion of the month for which the revocation was in effect.
9. The Union has the option to review the insurance section of any future collective bargaining agreements between the Employer and the other Unions which are settled following the ratification of this Agreement under the following conditions:
 - a. Six months past ratification of the future Agreements, the Union will be afforded time to review the insurance section of the future agreements.
 - b. The Union will have one option within the six month time-frame to replace the health insurance coverage as provided hereinbefore with the section settled with another Union. The section must be all-inclusive.
 - c. The election that shall be in writing shall be effective as of the first day of the month next following the Employer's receipt of the notice; and
 - d. The election will be effective for the life of this Agreement.

ARTICLE XXIII
WAGES AND CLASSIFICATIONS

Immediately following the ratification of this Agreement, (referring to previous CBA effective 01/01/09-12/31/12) the pay scales/annual salaries previously in place for all Bargaining Unit Employees shall be consolidated into pay scales which will be attached hereto. All Bargaining Unit Employees, including but not limited to those described as Cashiers, Auditors, Bookkeeping, Machine Operators, Information Clerks, Calculator Operators, Clerks, Mailing Clerks, Key punch Operators, Clerk-typist and Field Operators, shall be reclassified as either Cashiers, Clerks or Auditors. Cashiers shall be further classified as Cashier - Apprentice, Cashier or Lead Cashier. Clerks shall be further classified as Clerk - Apprentice, Clerk or Lead Clerk. Auditors shall be further classified as Auditor - Apprentice, Auditor and Lead Auditor.

An Apprentice shall be defined as an employee with less than two (2) years of employment with the Employer. All new hires will be considered Apprentices until they achieve two (2) years of employment with Employer.

Upon final ratification of this Agreement, (referring to previous CBA effective 01/01/09-12/31/12) all Lead Auditors, Lead Cashier and Lead Clerks shall be selected by the Tax Collector based upon several qualifications including but not limited to: job skills, communication skills, ability to interact with other employees and the public, understanding of the office procedures, and Seniority. No one qualification shall be determinate. The Tax Collector retains the absolute right and discretion to designate the initial Lead Auditors, Lead Cashier and Lead Clerks.

All Bargaining Unit employees will be notified in writing of their new job classification within one (1) week of the final ratification of this Agreement (referring to previous CBA effective 01/01/09-12/31/12). Under no circumstances will any currently employed Bargaining Unit Employee receive a pay decrease due to the reclassification. In such a case the Bargaining Unit Employee's pay shall remain the same.

- A. Effective January 1, 2013, Pay Scale A shall be in effect.
- B. Effective January 1, 2014, Pay Scale B shall be in effect.
- C. Effective January 1, 2015, Pay Scale C shall be in effect.
- D. Effective January 1, 2016, Pay Scale D shall be in effect.
- E. Effective January 1, 2017, Pay Scale E shall be in effect.

F. The increase in base wages represented by the wage increases provided by this Agreement that are effective as of January 1, 2015 (Pay Scale C) shall be included in the first regular by-weekly pay of the calendar year 2015.

G. The attached Pay Scale A (Effective January 1, 2013) and B (Effective January 1, 2014) will reflect a wage freeze in effect for calendar years 2013 and 2014.

H. Retirement Incentive:

Any member of the bargaining unit who has completed years of service according to the following schedule will receive the 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.

A letter of retirement intent must be submitted to the Collector of Taxes not later than sixty (60) days prior to the actual date of retirement. The Tax Collector may waive these time restrictions in extenuating circumstances.

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 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 Tax Collector's Office.

Section 2: Except as modified by this Agreement, matters of inherent managerial policy 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 Tax Collector's Office, standards or service, its overall budget, utilization of 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
DURATION OF AGREEMENT

The duration of this collective bargaining agreement shall be for a period of five (5) years, that is from January 1, 2013 to December 31, 2017. 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.

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*International Association of Machinists
and Aerospace Workers*

SCRANTON MUNICIPAL LODGE 2462



To: Mrs. Gina McAndrew, Human Resource Director

From: Eileen Hurchick, President I.A.M.A.W Local #2462

Date: January 9, 2013

RE: List on Eligible Names for 10 Year Health Care. These attached names (SINGLE TAX OFFICE CLERICAL WORKERS) are only eligible for this if they RETIRE under the rules of their Collective Bargaining Agreement Contact.

D'Amico, Julie

Quinlan, Michael

Matiskella, Nancy

Trently, Maureen

Kudrich, Concetta

Biglin, Henry

Fasulo, Mary Ann

Lloyd, Dawn

Costanzo, Maria

Behicchio, William

Letter of Agreement

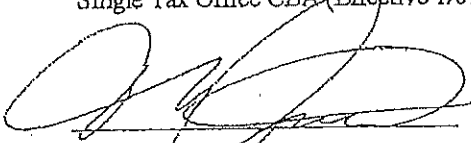
October 01, 2012

This letter will serve as acknowledgement that the Single Tax Office Union (District 1-IAM&AW, Local 2462, AFL-CIO) and the City of Scranton agree that the provision of the Settlement Agreement By and Between the City of Scranton and the Lodge No. 2 Fraternal Order of Police and the Settlement Agreement By and Between The City of Scranton and Fire Fighters Local Union No. 60 of The International Association of Fire Fighters (Effective June 01, 2012) Under Insurance Number 8 (a), which reads;

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

will be afforded to the members covered under the Single Tax Office Union's CBA (Effective 01/01/2009 -12/31/2012).

It is further agreed between the Single Tax Office Union (District 1-IAM&AW, Local 2462, AFL-CIO) and the City of Scranton that this provision is a permanent, enforceable provision under Article XXII-Insurance of the CBA as are all other provisions contained within the Single Tax Office CBA (Effective 1/01/2009-12/31/2012).



For The Union



For The City of Scranton

10-2-12

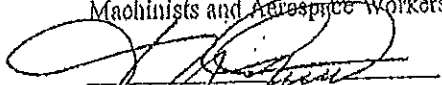
Date

10-2-2012

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


Business Representative
4-17-14
Date

SCRANTON SINGLE TAX
OFFICE

William Fox
Tax Collector
4/29/14
Date
James A. [Signature]
Employer Representative
4/23/14
Date

CITY OF SCRANTON

[Signature]
Mayor
4-20-14
Date

SCHOOL DISTRICT OF THE
CITY OF SCRANTON

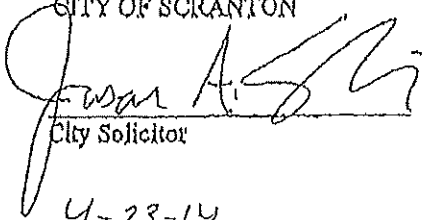
[Signature]
Scranton School District
Board President
4.30.14
Date

[Signature]
City Controller
4-23-14
Date

ATTEST:
[Signature]
Board Secretary
4-30-14
Date

ATTEST:
[Signature]
City Clerk
04.23.14
Date

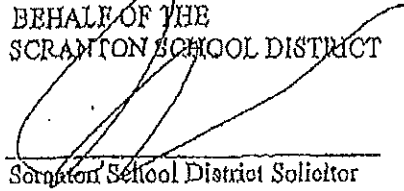
APPROVED AS TO FORM ON
BEHALF OF THE
CITY OF SCRANTON


Joan A. Sli

City Solicitor

4-23-14
Date

APPROVED AS TO FORM ON
BEHALF OF THE
SCRANTON SCHOOL DISTRICT


Scranton School District Solicitor

Date