



LEHIGH COUNTY AUTHORITY

LCA Main Office:
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Agendas & Minutes Posted:
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BOARD MEETING AGENDA – January 11, 2021 – 12:00 p.m.

Notice of COVID-19 Pandemic Meeting Format: Effective March 23, 2020 and until further notice, meetings of the LCA Board of Directors will be held virtually using the Zoom Meetings application, to avoid risk of infection during the national COVID-19 pandemic emergency. Public participation is welcomed via Zoom, and instructions for joining the meeting online or by phone are posted on the LCA website in the morning on the day of the meeting, prior to the start of each meeting. You may also issue comment to LCA via email to LCABoard@lehighcountyauthority.org in advance of any meeting, or view the meeting at a later time by visiting the LCA website. Please visit <https://www.lehighcountyauthority.org/about/lca-board-meeting-videos/> for specific instructions to join the meeting.

1. Call to Order

- NOTICE OF MEETING RECORDINGS

Meetings of Lehigh County Authority's Board of Directors that are held at LCA's Main Office at 1053 Spruce Road, Wescosville, PA, may be recorded for viewing online at lehighcountauthority.org. Recordings of LCA meetings are for public convenience and internal use only and are not considered as minutes for the meeting being recorded, nor are they part of public record. Recordings may be retained or destroyed at LCA's discretion.

- *Public Participation Sign-In Request*

2. Review of Agenda / Executive Sessions

3. Approval of Minutes

- *December 14, 2020 Board meeting minutes*

4. Public Comments

5. Action / Discussion Items:

FINANCE AND ADMINISTRATION

- *Union Contract & Employee Manual Update (Approval)(tan)*

WATER

WASTEWATER

6. Monthly Project Updates / Information Items (1st Board meeting per month) – **January report attached**

7. Monthly Financial Review (2nd Board meeting per month)

8. Monthly System Operations Overview (2nd Board meeting per month)

9. Staff Comments

10. Solicitor's Comments

11. Public Comments / Other Comments

12. Executive Sessions

13. Adjournment

UPCOMING BOARD MEETINGS

January 25, 2021

February 8, 2021

February 22, 2021

PUBLIC PARTICIPATION POLICY

In accordance with Authority policy, members of the public shall record their name, address, and discussion item on the sign-in sheet at the start of each meeting; this information shall also be stated when addressing the meeting. During the Public Comment portions of the meeting, members of the public will be allowed 5 minutes to make comments/ask questions regarding non-agenda items, but time may be extended at the discretion of the Chair; comments/questions regarding agenda items may be addressed after the presentation of the agenda item. Members of the public may not request that specific items or language be included in the meeting minutes.

REGULAR MEETING MINUTES

December 14, 2020

The Regular Meeting of the Lehigh County Authority Board of Directors was called to order at 12:02 p.m. on Monday, December 14, 2020, Chairman Brian Nagle presiding. The meeting was held via video and audio advanced communication technology ("ACT"), using the Zoom internet application, due to the COVID-19 pandemic emergency. Each Board member and other attendees of the meeting were able to hear each other attendee and be heard by each other attendee. The public could also participate in the meeting via ACT, using the Zoom internet application. A Roll Call of Board members present was taken. Chairman Brian Nagle, Richard Bohner, Ted Lyons, Linda Rosenfeld, Jeff Morgan, and Amir Famili were present for the duration of the meeting. Norma Cusick and Kevin Baker joined the meeting at 12:05 p.m. and 12:07 p.m. respectively.

Solicitor Michael Gaul of KingSpry was present along with Authority Staff, Liesel Gross, Ed Klein, John Parsons, Chris Moughan, Chuck Volk, Susan Sampson, Andrew Moore, Phil DePoe, Lisa Miller, Todd Marion, Mark Bowen and Jennifer Montero.

REVIEW OF AGENDA

Liesel Gross stated there are no changes to the agenda as presented and there will be an item under Staff comments regarding the pandemic and planning efforts. There will also be an Executive Session after the regular meeting to discuss matters of personnel.

Chairman Nagle announced the Board received the Board packet prior to the meeting.

APPROVAL OF MINUTES

November 9, 2020 Meeting Minutes

Richard Bohner noted one grammatical error. On a motion by Richard Bohner, seconded by Norma Cusick, the Board approved the minutes of the November 9, 2020 Board meeting as corrected (8-0).

PUBLIC COMMENTS

None.

ACTION AND DISCUSSION ITEMS

Resolution No. 12-2020-1 – Customer Facility Fees; Connection Fees; and Suburban Wastewater Tapping Fees

Liesel Gross explained that the tapping fees are required to be adopted by resolution and the tapping fee legislation sets the parameters as to how those fees are calculated. The fees described in detail in Attachment A to the Resolution are the connection fees, which recapture the actual costs that the Authority bears to install meters or service lines for new customers. Attachment B to the Resolution shows the detailed calculations of the Suburban Division wastewater tapping fees, which were developed by the Authority's rate consultant, Keystone Alliance Consulting, Inc. These fees are paid by new customers who are connecting to the sewer system. The fees are intended to recapture a portion of the replacement costs for the systems as they age.

Kevin Baker asked if there is a carrying cost to having such a detailed breakdown of the costs into the separate systems within the Suburban Division, or if there would be a benefit to consolidate the

rates. Liesel Gross stated that the tapping fee legislation is prescriptive in terms of how the fees must be calculated. Even if fees could be consolidated into a single rate, the same level of detail is necessary to show the calculation complies with the law. She also noted that the Authority's intermunicipal agreements require that certain components of the tapping fees be accounted for separately.

Amir Famili asked what percentage of revenue is generated from the tapping fees for each year. Ed Klein did not have the figure at the time of the meeting. Ms. Gross added that the tapping fee revenues fluctuate from year to year, driven by economic growth in the region.

Solicitor Gaul read the title to Resolution No. 12-2020-1.

On a motion by Linda Rosenfeld, seconded by Richard Bohner, the Board adopted Resolution No. 12-2020-1 approving the Customer Facility fees; Connection fees; and the Suburban Wastewater Tapping fees (8-0).

A roll call vote was taken with the following votes cast:

Brian Nagle – yes
Richard Bohner – yes
Norma Cusick – yes
Ted Lyons – yes
Kevin Baker – yes
Linda Rosenfeld – yes
Jeff Morgan – yes
Amir Famili – yes

2021 Board Meeting Schedule

Liesel Gross explained that the schedule is required to be advertised in the beginning of the year. Chairman Nagle asked if the significant religious holidays were checked. Ms. Gross said the dates were sent to the Board for review and no issues were reported.

On a motion by Norma Cusick, seconded by Linda Rosenfeld, the Board approved the 2021 Board Meeting schedule as presented (8-0).

Suburban Division – Western Lehigh Service Area: Revenue Planning Tool – Phase 2

Phil DePoe reviewed the background regarding the regional Act 537 Plan that is being developed, and the engineering analysis currently under way to explore the viability of the option to upgrade the Pretreatment Plant (PTP) to full treatment with a new discharge point on the Lehigh River. While the engineering analysis is being completed, with results expected in June 2021, a financial planning tool is also required to support the Western Lehigh municipal signatories' decision-making process. Mr. DePoe noted that the existing inter-municipal agreement dictate how costs are shared among all municipalities and customers. However, the PTP upgrade option would substantially change the way wastewater flows through the system, which will have financial impacts that must be analyzed. The Authority does not currently have a tool available to model different planning scenarios from a financial perspective.

Mr. DePoe explained that the proposed Revenue Planning Tool will take into consideration current and future wastewater flows and strength loads, and will determine the financial impacts on each

municipality based on the different scenarios that are being explored. The intended outcome of this work is a clear understanding of the feasibility and cost associated with upgrading the PTP to full treatment, but the tool will be robust enough to model other scenarios that may be explored in the future. AECOM is the engineering firm leading the analysis of the treatment alternatives, and their financial analysis team has been selected to develop the Revenue Planning Tool as a companion effort. AECOM has completed an initial analysis of the requirements for the Revenue Planning Tool, and the next phase is to create the tool using 2017 financial data as a baseline prior to using the tool to model the PTP upgrade option.

Mr. DePoe is asking for approval of the Professional Services Authorization to AECOM for the Revenue Planning Tool in the amount of \$97,000.00.

Chairman Nagle asked if the Authority will be able to change the existing inter-municipal agreements. Mr. DePoe stated that the Act 537 planning process will include a review of the agreements and determination if any changes are necessary to address the future sewer capacity requirements of the region.

Amir Famili asked if the staff had the capacity to develop the tool internally. He noted that the staff is already conducting the budgeting and billing for the regional system and should have a good understanding of the revenue flows through the system. He also asked about the strategic value of developing the tool six months in advance of having engineering results available. He stated his concern about the cost of having a consultant develop a financial model, and noted that he expects the Authority will potentially need to pay the consultant again to use the model to run the planning scenarios that are being explored.

Mr. Klein and Mr. DePoe explained that having AECOM develop the tool will provide significant benefit to the staff because the existing billing system is not set up to allow for the level of financial analysis needed. Mr. Klein noted that while it may be possible to develop the tool internally, it would require significant staff time that is not available for this effort.

Liesel Gross explained that the current billing system only captures a moment in time based on current wastewater flows, strength loads, expenses and debt service. The Revenue Planning Tool is intended to create a full financial analysis of a series of complex scenarios over the next 30 years. The financial model will include cash-flow and net-present-value analyses to support the region's decision-making. Due to the complexity of the inter-municipal agreements, it is imperative that the Authority have a robust financial modeling tool that will predict the outcome of each scenario being explored, which will aid in the discussion with the municipalities about future cost-sharing arrangements. It is expected the development of the tool will take approximately four months to complete, so starting now is required in order to begin using the tool next summer.

On a motion by Norma Cusick, seconded by Ted Lyons, the Board approved the Professional Services Authorization to AECOM for the Revenue Planning Tool in the amount of \$97,000.00 (8-0).

A roll call vote was taken with the following votes cast:

Brian Nagle – yes
Richard Bohner – yes
Norma Cusick – yes
Ted Lyons – yes
Kevin Baker – yes
Linda Rosenfeld – yes

Jeff Morgan – yes
Amir Famili – yes

MONTHLY PROJECT UPDATES / INFORMATION ITEMS

Liesel Gross noted that there is not a second meeting in December but expects a full agenda for both meetings in January.

STAFF COMMENTS

Liesel Gross informed the Board that the November Financial Review and November System Operations Overview reports will be sent to the Board and posted to the Authority website the week of December 21st.

Ms. Gross updated the Board on the pandemic response stating that the staff have postponed the reopening of the Authority's customer service centers for walk-in customer payments until at least January or sometime in the first quarter due to the increase in COVID-19 cases in the area. Service terminations for non-payment will also be delayed until the first quarter of 2021. However, collection notices and penalties for late payments will begin in January as previously discussed. Staff will bring a proposal for a COVID Customer Relief Fund to the Board in January.

SOLICITOR'S COMMENTS

None.

PUBLIC COMMENTS / OTHER COMMENTS

Jennifer McKenna, City of Allentown Office of Compliance, asked if the monthly Financial statements and monthly Systems Overview reports will be posted online. Liesel Gross stated the reports will be posted online in the upcoming week or so.

Chairman Nagle announced that there is not another meeting in December and the next Board meeting will be on January 11, 2021. He wished everyone a happy, healthy holiday season.

EXECUTIVE SESSION

Chairman Nagle announced that an Executive Session will be held after the regular meeting to discuss matters of personnel.

ADJOURNMENT

There being no further business, the Chairman adjourned the meeting at 12:50 p.m.

Richard Bohner
Secretary



LEHIGH COUNTY AUTHORITY

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MEMORANDUM

TO: LCA Board of Directors
FROM: Liesel Gross, CEO
DATE: January 4, 2021
RE: SEIU Union Contract & Employee Policies

ATTACHED: Draft Collective Bargaining Agreement between SEIU and LCA

On December 31, 2020, Lehigh County Authority's union contract with the Service Employees International Union (SEIU) expired. A significant effort was made to negotiate a new contract in good faith, and the LCA staff is satisfied that the proposed terms of the new contract are favorable for both the organization and our employees. This memo seeks to explain some of the highlights of the contract, as well as to request Board approval of the contract and some complementary modified language in our Employee Manual.

In summary, the Board actions requested are:

1. Approval of a Collective Bargaining Agreement between LCA and the Service Employees International Union (SEIU), Local 32BJ, for a term of four years effective 1/1/2021 through 12/31/2024.
2. Approval of three modifications to the LCA Employee Manual, reflecting an update to the Authority's official company holidays, a clarification of the terms of the vacation carry-over policy, and the addition of a prescription safety glasses program.

Each of these items are described in more detail in this memo, and a draft copy of the updated SEIU contract is attached. Should you require additional information, or if you would like to review the prior contracts or employee manual in their entirety please contact me as soon as possible so we can make those materials available to you.

SEIU Contract

The Service Employees International Union (SEIU), Local 32BJ, unit represents 75 employees who work in LCA's Allentown Division, 34 of whom transferred to LCA employment through the lease of the City water and sewer systems in 2013. Through the terms of the lease agreement, LCA honored the terms of the Collective Bargaining Agreement (CBA) that existed at the time of the transfer and an updated contract was negotiated in 2016.

Through the efforts undertaken by LCA staff and SEIU in 2020, the contract has been revised significantly to more accurately reflect LCA's terms of employment, work environment and culture. A red-lined copy of the proposed contract is attached for Board review, with key changes described below:

Every drop matters. Every customer counts.

Hours of Work, Overtime & Emergency Work:

Many of the changes included in this section were developed to incorporate the current schedule and processes for operating the 24/7 facilities in the City of Allentown. Specifically, treatment plant operators work a 12-hour shift, and the prior contract was silent on how this schedule impacts other provisions such as when overtime is paid.

In addition, to address operational needs during emergencies, employees need to be available to work at all hours of the day or night. Several provisions were added to the contract to address this issue comprehensively, including:

- Employee rest time (Respite Time) offered for employees working more than 16 consecutive hours or working more than 4 hours on an emergency call-out in the middle of the night.
- Double-time pay for employees working a seventh consecutive day.
- Employees will be mandated to work overtime in cases where they refuse an overtime assignment more than four times, subject to disciplinary action.
- Meal allowance of \$12 paid if an employee works four or more hours as an extension of their shift, or eight or more hours on an emergency basis on a Saturday, Sunday or LCA holiday.

Benefits:

Cost control in the benefits arena was an important concern for LCA, and SEIU provided meaningful responses in this area to support our shared goals, as follows:

- Health insurance benefits and premiums determined for next four years, with average premium increase of 4.5% per year (far below national average of 8% annual cost inflation for health benefits).
- Life insurance benefit to be provided to employees by the union, not LCA.
- Health benefits for a retiree's spouse may be eliminated if spouse has comparable coverage elsewhere.
- Life insurance benefit for retirees eliminated.

Paid Time Off:

As the Board is aware, employees receive generous allowances of paid time off. LCA and the union spent significant time discussing this issue and negotiated some modest changes in how paid time off is handled.

Vacation Carry Over – Reduced the vacation carry over usage period from 18 months to 1 year.

Seasonal Employees – Removed all provisions throughout the contract providing paid time off for seasonal part-time employees.

Sick Time – Reduced sick time from 18 days to 16.25 days per year. It is important to note that the SEIU employees do not receive any form of short- or long-term disability insurance, and the sick leave is banked up to 200 days to provide coverage for long-term illnesses. To assist with preventing excessive use of sick time, the entire “Sick Leave” article (Article 23) was rewritten to clarify call-in requirements, specify the requirements for medical certifications, and adjust thresholds for disciplinary action for excessive use of sick time.

Sick Leave Payout for Retirees – Recognizing that many employees retire with significant banks of accrued unused sick time due to their long tenure and overall good attendance history, LCA will pay out up to \$4,000 to retirees who meet certain criteria as described in the contract. Both LCA and the SEIU are hopeful this provision will encourage employees to maintain positive attendance records and recognize the service of our dedicated long-term employees.

Leave Donation Program – As noted above, SEIU employees do not receive any short- or long-term disability benefit besides the use of their accrued sick time. Therefore, LCA and SEIU have agreed to work together to establish a leave-donation program to support employees who are experiencing a catastrophic medical condition.

Wages:

Maintaining the existing pay grades and structure, with the following general wage increases:

- 1/1/2021 – 2.00%
- 1/1/2022 – 2.25%
- 1/1/2023 – 2.50%
- 1/1/2024 – 2.75%

There are many other smaller changes throughout the proposed union contract. Some of the changes are administrative in nature to reflect current practices, and others are intended to clarify LCA's mission and culture. For example:

- The entire Education & Training article in the contract was removed and replaced with the language from LCA's Employee Manual to reflect current practices and LCA's commitment to employee training.
- Addition of a statement that harassment or bullying of any kind will not be tolerated.
- Clarifying LCA's mission of providing safe and reliable water and sewer services.
- Several changes to provide additional flexibility in the hiring process including extending the probationary period to 180 days, allowing for the use of temporary staffing in certain situations, and increasing the number of seasonal employees that LCA may hire each year.

Overall, LCA staff believes the SEIU contract terms represent a fair level of compromise between LCA and the bargaining unit on key issues that are important to both the organization and the employees. In particular, the new contract offers some level of cost control while also offering additional flexibility for recruiting and retaining employees in key positions that have historically been difficult to fill. LCA anticipates a high level of collaboration with the SEIU group moving forward to begin working toward improvements in workforce development and teamwork initiatives that will be important for LCA's future success.

Employee Manual

Through the course of negotiating the SEIU contract as described above, three items were raised that should be addressed through LCA's Employee Manual. These items require Board approval, per Resolution 10-2016-1, due to either a Discretionary Financial Impact or policy change that has a real or perceived impact on the LCA's Conflict of Interest Policy.

The recommended policy changes described below are intended to ensure paid time off and other benefits are offered equitably among union and non-union employees.

Chapter 4, Off-Time Benefits – Section 1, Authority Holidays. This section lists the current LCA paid holidays as follows:

1. *New Year's Day*
2. *Memorial Day*
3. *Independence Day*
4. *Labor Day*
5. *Thanksgiving*
6. *Christmas*

In addition, non-union employees are offered eight personal holidays to supplement the company holidays, bringing the total number of holidays to 14 days.

Within the SEIU contract, employees receive two additional company holidays (Martin Luther King Jr. Day and the day after Thanksgiving) for a total of eight company holidays, plus seven personal holidays – bringing the total number of holidays for SEIU employees to 15 days.

To create a more equitable distribution of paid time off for union and non-union employees, LCA staff recommends adding Martin Luther King Jr. Day as a paid holiday for all employees. In this way, all employees will receive 15 holidays each year.

Note: For calendar year 2021, since Martin Luther King Jr. Day falls on January 18, 2021, just one week from the Board meeting, we will implement this change as an additional personal holiday in 2021, and the company holiday on Martin Luther King Jr. Day will begin in 2022.

Chapter 4, Off-Time Benefits – Section 4, Vacation. This section describes the vacation entitlement offered to non-union employees as well as the option to carry over unused vacation time into the following year, subject to limitations.

While the prior contract language (and current Employee Manual language) states that employees may use their carried-over vacation days for a period of 18 months, the limitation regarding how many vacation days may be carried over each year necessarily restricts the usage of those days to a period of one year. Therefore, to provide clarity on how the vacation carry-over program actually works, the SEIU contract terms have been adjusted, and the Employee Manual language should be adjusted as well. The adjusted language is shown below:

Each year employees are required to take at least 10 vacation days or lose them. Additional days beyond the first 10 days may be carried over to the following year. The carry over days will be classified as “prior year” vacation. Each year, an employee can only carry over as many days as they will earn that year. Any employee who is unable to take his/her accrued vacation due to a work-related disability may carry over to the succeeding calendar year all unused vacation; however, any carry over days must be used in the calendar year to which they have been carried over.

While this language change is viewed as administrative in nature and does not require specific Board approval, it is offered here to provide transparency to the Board and all employees about the changes to LCA’s policies.

Chapter 3, Employment Policies – Section 10, Safety. This section describes in general terms the requirement of all employees to follow LCA’s safety policies and procedures, which are outlined in greater detail within the Health & Safety Manual. To provide consistency regarding additional safety benefits provided to all employees, the following language is recommended to be added:

LCA's Health & Safety Manual is provided to all employees outlining policies and procedures that must be followed by all employees, as well as programs to reimburse employees for the cost of customized safety equipment required, such as safety shoes and prescription safety glasses.

The provision of prescription safety glasses was added to the SEIU contract through the negotiation completed in 2020, and LCA staff believes it is a benefit that should be extended to all employees who require eye protection in order to safely complete their job.

SMART Union Contract Impacts

The SMART union employees who operate the Authority's Suburban Division systems fall under a separate collective bargaining agreement that expires in 2022. Since most SMART contract provisions are aligned with the LCA Employee Manual, it is recommended that the Employee Manual changes described in this section be reviewed with SMART and a side letter agreement developed to incorporate these changes into the SMART contract as well.

Summary

LCA staff believes the SEIU contract terms offer incentives for employees to continue to learn and grow with the organization, controls benefit costs for both LCA and the employees, and offers improvements to work rules to support effective management in the Allentown Division operation. The updates to the Authority's Employee Manual are complementary and support moving the organization forward toward a "One LCA" approach to personnel management.

AGREEMENT

BETWEEN

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 32 BJ

AND

LEHIGH COUNTY AUTHORITY (LCA)

DRAFT REDLINE CONTRACT DOCUMENT:
SUBJECT TO FULL REVIEW BY SEIU AND LCA

Term: January 1, 2021~~17~~ through
December 31, 2024~~0~~

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AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 2021~~17~~ by and between the LEHIGH COUNTY AUTHORITY, LEHIGH COUNTY PENNSYLVANIA, (hereinafter referred to as “LCA”), and the SERVICE EMPLOYEES’ INTERNATIONAL UNION, LOCAL 32BJ, (hereinafter referred to as “Union”), shall be effective the 1st day of **January, 2021~~17~~** and shall continue through **December 31, 202~~17~~40**.

1. RECOGNITION

LCA hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for any bargaining unit position involving work within the Allentown Water and Sewer Utility System, assumed by LCA pursuant to the Allentown Water and Sewer Utility System Concession and Lease Agreement between the City of Allentown and LCA, but excluding confidential employees, management level employees, and first level supervisors, as defined in the Act of Pennsylvania General Assembly, Number 195 (hereinafter referred to as “Act 195”).

2. MANAGEMENT PREROGATIVES

Section 1. The Union recognizes that an area of responsibility must be reserved to the LCA and its officials and Department Heads if the LCA is to function effectively, and the Union recognizes the prerogatives of the LCA to operate and manage its affairs in accordance with its responsibilities and in accordance with its power and authority. In recognition of the foregoing, unless otherwise specifically provided in this Agreement, it is agreed that the following rights and responsibilities, among others, are reserved for management and are not subject to collective bargaining.

- (a) The determination of services to be rendered to the customers of the LCA;
- (b) The determination of the LCA’s financial, budgetary, accounting, and organization policies, procedures, and programs, and the overseeing of personnel policies, procedures, and programs;
- (c) The determination of the duties included in job classifications and the making of personnel appointments;
- (d) The right to discipline and discharge for just cause; the right to determine the number of persons to be employed, subject to Section (e)(1) below including the right to lay off personnel for lack of work or funds or when such continuation of work would be wasteful or unproductive; the right to determine reasonable schedules of work, to determine and schedule overtime, to schedule employees to work as the LCA determines necessary, to establish the methods and processes by which such work is to be performed, and to take whatever actions are necessary in emergencies in order to assure the proper functioning of the LCA;

- (1) LCA agrees to maintain staffing at sixty-five (65) employees in the bargaining unit at all times.
- (2) LCA may use subcontractors to perform bargaining unit work so long as the bargaining unit employment level remains at or above the minimum staffing level, and there is no reduction in the regular hours of work of bargaining unit employees. Except in cases of emergency, bBefore any such subcontracting occurs, LCA will first meet and discuss such subcontracting with the Union.

Section 2.

- (a) Delivery of safe and reliable water and sewer essential municipal services in the most efficient and effective manner is of high importance and interest to LCA management and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness the parties hereby agree that, consistent with each job title, an employee is expected to perform duties in accordance with his or her abilities, training, and experience.
- (b) In accordance with this article, no bargaining unit work shall be performed by non-bargaining unit employees with the following exceptions:
 - (1) Performance of experimental work beyond the ability of the employee.
 - (2) The instruction of a bargaining unit employee when such employee is observing the instruction being given.
 - (3) In the case of a bona fide emergency as long as no members of the bargaining unit are available and it does not result in a reduction in bargaining unit employees' regular hours of work or overtime.

3. EMPLOYEE RIGHTS

The LCA recognizes that it shall be lawful for public employees to join the Union and to engage in lawful concerted activities for the purpose of collective bargaining, except as expressly limited by the terms and conditions of this Agreement, or to bargain collectively through representatives of their own free choice. Public employees shall also have the right to refrain from any and all such activities.

4. NON-DISCRIMINATION

It is agreed by the LCA and the Union that there shall be no discrimination because of race, color, creed, sex, age, national origin, handicap, political affiliation, family relationship, or sexual preference. It is further agreed by the LCA and the Union that there shall be no harassment and/or bullying of any kind or manner permitted at the LCA and any and all of its work sites.

No official or agent of the LCA or the Union shall:

- (a) Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization;
- (b) Initiate, create, dominate, contribute to, or interfere with the formation or administration of any employee organization meeting the requirements of the law;
- (c) Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization;
- (d) Discriminate against any employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement;
- (e) Refuse to meet, negotiate, or confer on proper matters, subject to timely notice, with representatives of the Union as set forth in this Agreement.

5. MAINTENANCE OF MEMBERSHIP

Section 1. All unit employees who are members of the Union on the effective date of this Agreement, or who join the Union in the future, must remain members for the duration of this Collective Bargaining Agreement as a condition of employment in accordance with the provisions of Act 195, except that such employee or employees may resign from the Union during a fifteen (15) day period immediately prior to the termination of this Agreement.

Section 2. The Union agrees that there shall be no discrimination, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to join the Union.

6. PROBATION FOR NEW EMPLOYEES

New employees shall serve an initial probationary period of **one hundred ~~eighty twenty~~ (180) ~~(120)~~ calendar** days from the date and hour the employee begins to work after the effective date of employment. NOTE: EXTENDING OTHER PROBATION, COLLECTIVELY AGREE THAT 180.

During the initial probationary period, new employees shall have no seniority rights and may be disciplined, terminated, or laid-off at any time at the sole discretion of the LCA, and not subject to the grievance and arbitration procedure set forth in this agreement. However, the LCA, at its sole discretion, shall have the right to extend the probationary period of any new employee, if the employee's performance in the position to which he/she was hired is not satisfactory, and/or the employee has not secured the required licenses or certifications, if any, that are required to remain an incumbent in the position, provided that this action is supported with a written statement giving detailed reasons why he/she is not qualified to perform the duties. There shall be no more than one (1) extension period of **one hundred ~~eighty twenty~~ (180) ~~(120)~~ calendar** days granted. If the LCA determines that the employee's performance is not satisfactory during the extended

probationary period, or if the required licenses or certifications, if any, have not been secured during the extended probationary period, he/she shall be terminated. Such action by the LCA during the extended probationary period is subject to the grievance and arbitration procedure set forth in this agreement.

New employees shall not be eligible to bid as outlined in Article 12., Job Bidding, for a period of twelve (12) months from the date of the successful completion of his/her probationary period.

Upon satisfactory completion of the probationary period, the employee shall acquire seniority status retroactive to the employee's hour and date of employment. The name, department, plant, classification, and wage rate of all new employees shall be furnished to the Union after the completion of the probationary period.

7. CHECK-OFF

Section 1.

- (a) If authorized by an employee by unrevoked written assignment on file with the LCA, the LCA will deduct from the employee's wages a sum equal to such employee's initiation fee or dues owed the Union, as established in accordance with the International Constitution and Local Number 32BJ By-Laws.
- (b) If authorized by an employee who is a Union member and who signs an authorization card, the LCA agrees to honor and to transmit to the Union deductions for contributions to the Service Employees' International Union, Pennsylvania, Committee on Political Education, COPE. The deductions shall be in the amounts specified on the authorization cards, and the funds will not be used for local elections.
- ~~(c) Each non member in the bargaining unit represented by Service Employees International Union Local 32BJ shall be required to pay the maximum fair share fee as provided by law.~~

The LCA and the Union agree to comply with all provisions of said law.

The LCA agrees to deduct dues and/or fees from the wages of employees covered by this Agreement in equal installments as mutually agreed upon and to transmit the monies by check promptly to the Union.

The Union shall indemnify and hold the LCA harmless against any and all claims, suits, orders, damages or judgments brought or issued against the LCA as a result of any action taken or not taken by the LCA under the terms and conditions of this Agreement relating to deductions.

Section 2. A check-off shall commence for each employee who signs a properly dated authorization card during the month following the filing of such card with the LCA. The LCA shall deduct dues, ~~fair share dues~~ and/or initiation fees upon successful completion of the probationary period. LCA shall deduct the initiation fees in equal amounts over ten (10) pays.

Section 3. The dues ~~and agency fees~~ of this Article shall be deducted from the first and second pay of each month.

Section 4. The Union agrees to indemnify the LCA against any and all loss or expense, including attorney fees, which the LCA may incur by checking off Union dues, ~~agency fees,~~ and COPE contributions. The Union also agrees, at the request of the LCA, to defend any action brought against the LCA arising from such check-off.

Section 5. The LCA shall maintain accurate employee information and effective September 1, 2016, transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmittal shall be accompanied with information regarding the employees for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address, and the employee's classification. The Union shall provide any necessary training opportunity to the LCA to facilitate electronic transmissions.

Section 6. The LCA shall provide each new employee the Union's membership and check-off authorization card, but shall make no statement to the employees about whether they should sign such card, and may not be present while employees sign such cards. The LCA shall direct any questions by employees regarding Union membership, dues, and fees to the Union.

Section 7. With prior approval of the Employer, the Union shall have access during scheduled working hours to the buildings or sites where bargaining unit employees are employed. The LCA shall provide space, if available, for the Union to meet with bargaining unit members at the work site. The LCA shall provide notice to the union of meetings comprised of bargaining unit members only, in which at least 50% of the bargaining unit are expected to be present and shall permit Union representatives to attend such meetings. During such meetings, the Union shall be allowed up to 10 minutes to address bargaining unit members.

Section 8. The Union shall have the opportunity to meet with each newly hired employee at the worksite, for up to thirty (30) minutes, in order to provide the employee with a copy of the Collective Bargaining Agreement, to effectuate the signing of applicable documents, and to explain the terms and conditions of employment provided for by the Agreement.

Section 9. The LCA shall provide the Union copies of any Right to Know Request it receives concerning only the bargaining unit employees of the Union as soon as practicable after receipt of such request.

Section 5.

8. UNION REPRESENTATIONS/VISITATIONS/BULLETIN BOARDS

Section 1.

The LCA agrees to recognize three (3) Shop Stewards for three (3) Plants, as follows: Waste Water Treatment, Water Filtration, Distribution and Collection (including Customer Care Department). In addition, the Union may designate a Chief Steward, creating a total of four (4) Shop Stewards. A Union representative, if he/she first obtains the permission of his/her Manager, shall be permitted to transact the following Union business during the representative's work shift without loss of pay. If the Union business involves discussions or meetings with LCA representatives at the LCA's request, which last beyond the Union Representative's normal work shift, the Union Representative shall be compensated at his/her hourly rate for such time beyond his/her normal work shift.

- (a) Investigate and process grievances;
- (b) Consult with LCA representatives;
- (c) Attend negotiation meetings; and
- (d) Meet with local Union officers and other Union representatives concerning the enforcement of any provision of this [Agreement; Agreement](#).

Section 2.

- (a) The Union shall furnish the LCA with a written list of Union representatives. The Union shall have the right to designate alternates to such regularly assigned stewards. Alternate stewards shall not be permitted to transact Union business during normal hours unless the regular steward fails to report to work.
- (b) A duly authorized representative of the Union shall be admitted to LCA premises for the purpose of assisting the adjustment of grievances. Such visits shall not interfere with, hamper, or obstruct normal operations. Upon the LCA's request, the UNION representative shall state the purpose and nature of his/her visit. The LCA shall be notified of the visit at least one (1) working day in advance.
- (c) The Union shall be permitted to have the use of a single bulletin board in each LCA plant for the sole purpose of posting notices relating to Union activities, which notices must be signed by a duly designated Union official. [The Union shall not post any material of a political nature.](#) There should be no defamatory or scurrilous material posted.
- (d) Union representatives may conduct Union business, as specified by this Agreement, on LCA time provided that said business does not interfere with work requirements.
- (e) The Union shall notify LCA in writing of all designated Shop Stewards. Shop Stewards shall be granted one (1) day off per Contract year to attend Steward training classes, provided written request is submitted to LCA at least one (1) week in advance. LCA will reimburse each Steward for time lost, up to a maximum of eight (8) hours straight-time pay per day, for one (1) day per Contract year.

9. MEET AND DISCUSS

Section 1.

- (a) Upon request of either party, representatives of the Union and the LCA shall meet to resolve problems dealing with the implementation of this Agreement and discuss other labor/management problems that may arise.
- (b) A Committee of Job Training, composed of four (4) ~~members~~ members of the LCA and four (4) members of the UNION, ~~will shall~~ be established. This Committee ~~may meet shall meet at a minimum, bi-monthly, or~~ as needed to:
- (1) Identify areas where employees' present or future job performance can be enhanced through training programs for the mutual benefit of the employee and the LCA.
 - (2) Make recommendations for the development and implementation of such job training programs throughout the LCA. Any recommendations of the Committee are not binding upon the LCA and are to be considered as advisory only.

10. SENIORITY

Section 1.

- (a) Seniority shall be defined as the length of continuous full-time service in the bargaining unit of the LCA and the LCA's predecessor, the City of Allentown, and shall be computed from the date of the employee's most recent hire with LCA or the City of Allentown, whichever is earlier, except for former part-time employees who will receive one-half (1/2) credit for their part-time service. All full-time employees shall retain their current seniority status as of the execution of this Agreement. Employees' seniority commencing with their date of hire with the City of Allentown shall be recognized for all purposes.
- (b) Employees who are off work due to a work-related injury, in accordance with Article 25 of this Agreement, shall continue to accrue seniority for purposes of layoffs, bumping, bidding, and vacations.

Section 2. All employment rights shall be lost by any employee if deemed terminated under one of the following circumstances; IF THE EMPLOYEE:

- (a) Resigns or retires;
- (b) Is discharged for just cause;
- (c) Does not return to work as required within fourteen (14) calendar days when recalled after a layoff;
- (d) Is absent due to working elsewhere;

- (e) Is absent three (3) consecutive scheduled working days, unless on sick leave, without the LCA's expressed consent;
- (f) Fails or refuses to return to work as required after termination of leave of absence, unless an extension of leave has been granted on request made no less than forty-eight (48) hours prior to expiration of said leave.
- (g) The LCA will notify the employee on a leave of absence of the date of expiration of the leave at least two weeks before such expiration.
- (h) Refuses assigned work when returning from illness or injury or refuses light duty assignments (that have been approved by a physician) while on Worker's compensation or sick leave.

Section 3. The LCA shall not employ part-time employees to perform bargaining unit work.

Section 4. The LCA will furnish the Union an up-to-date seniority list every three (3) months.

11. JOB VACANCIES

Section 1. All job vacancies and new positions [that fall within the bargaining unit](#) shall be posted on all bulletin boards for a period of seven (7) working days. The posting shall state the number of jobs, the job classification title, department and plant, working schedule, rate of pay, and requirements of the job. For purposes of this article, a reclassified position in which there is an incumbent shall not be posted. If a reclassified position is vacant, it shall be posted in accordance with the provision of this section. Employees on any leave of absence shall not be permitted to submit a bid unless said leave expires within fourteen (14) calendar days from the expiration of the posting period and the employee is available for work.

Section 2. Positions determined by the LCA to be filled shall be awarded to the senior employee with the stated qualifications to perform the job.

Section 3. "Qualifications" or "Qualified" is the skill, ability, experience, previous performance, physical condition, education, and other factors which make an employee suitable for the job and for further promotion. The LCA reserves the right to test to determine "qualifications" through valid testing procedures and to determine the method of testing.

Section 4. The LCA's Human Resources Office shall provide the Chief Shop Steward with the names and seniority dates of all bidders including the name of the successful bidder and also provide unsuccessful bidders with the name of the successful bidder. When the LCA requires a test, employees requesting their test results shall receive a pass/fail notification. In addition, the LCA will meet with the affected employee and Chief Shop Steward to address areas that resulted in failure of the test. A score of 70 shall constitute a passing grade on all written tests, excluding the test for clerical employees where a lower passing grade may be selected.

12. JOB BIDDING

Section 1. An employee who is the successful bidder on a lateral, higher, or lower bid will not be entitled to another lateral, higher, or lower bid for a period of twelve (12) months. The twelve (12) month restriction shall not apply to an employee who bids and is awarded a position due to a disability.

However, if there are no qualified and eligible bidders for vacant bargaining unit positions, the LCA may consider other qualified but contractually ineligible bidders who have more than one (1) year of service in their current position. LCA may, at its sole discretion, award the position to such senior qualified but contractually ineligible bidder before transferring or hiring someone from outside the bargaining unit.

A “successful bidder” will be charged the aforesaid bids when the employee has reported to the new job.

If a vacancy has not been filled pursuant to Article 11 of this Agreement, and the vacancy is causing operational issues, LCA may use a temporary employee to fill the vacancy for up to 60 days and will take necessary steps to fill the position. If the position has not been filled after this 60-day period, LCA and the Union shall meet and discuss the filling of the vacancy.

~~**Section 2.** — An employee bidding to a job with a higher pay grade shall be placed at the step with the rate that is closest to but higher than his/her old rate. An employee moving laterally shall remain at the same hourly rate and step. An employee bidding down to a job with a lower pay grade shall be placed at the step closest to, but not higher than, his/her current rate of pay.~~

~~NOTE: — If any such employee shall be promoted, that employee shall be placed at the step with the rate that is closest to but higher than his/her old rate on the pay schedule. Such promotion shall not affect said employee’s placement, on his/her third (3rd) anniversary to Step 4 of such pay grade.~~

Section 2. An employee bidding to a job one, two, or three pay grades higher than the employee’s current pay grade shall be placed at the same step in the job as the step the employee was in for his/her prior position. If an employee bids to a job four grades or higher than the employee’s current pay grade, the employee shall be placed at the step that is closest to but higher than his/her old rate. An employee moving laterally shall remain at the same hourly rate and step. An employee bidding down to a job with a lower pay grade shall be placed at the step closest to, but not higher than, his/her current rate of pay.

Note: If any such employee shall be promoted, such promotion shall not affect said employee’s placement, on his/her third (3rd) anniversary, to Step 4 of such pay grade.

Section 3. Any employee bidding, promoted, or transferred is subject to a trial period of up to one hundred twenty (120) calendar days. When an employee demonstrates the ability to perform the job before the end of one hundred twenty (120) calendar days, the said employee shall be certified for the position, at which time the Manager will notify the Human Resources Office in writing, and the Human Resources Office will notify the employee and the Union. If the employee's performance in the position to which he/she has bid to, been promoted to, or transferred to is not satisfactory, he/she shall be returned to his/her previous job at any time during the demonstration period, provided that he/she is supplied with a written statement giving detailed reasons why he/she is not qualified to perform the duties and the LCA will revert back to the senior bidder on the list who initially may have refused the job. This employee shall be charged with a bid as described in Section 1 of this Article. An employee who desires to return to his/her previous job must exercise this option within fifteen (15) scheduled working days of the demonstration period; such employee shall be charged with a bid as described in Section 1 of this Article and shall not be allowed another bid for a period of ~~six twelve-(6)(12)~~ months. Employees bumped by the return of this non-certified bidder to his/her original position shall also be returned to their previous positions and shall not be charged with a bid, as described in Section 1 of this Article.

Section 4. If an employee is awarded a position and later a senior bidder is determined to be qualified for a position through the grievance procedure, the senior qualified bidder shall receive back pay (if applicable) either to the date of the grievance filing or to the date of the awarding of the position, whichever is earlier. The amount of said back pay, if such is awarded by the LCA or by the arbitrator, shall not be increased or decreased by the LCA or by the arbitrator.

13. PROMOTION TO NON-BARGAINING POSITION

Bargaining unit employees promoted or transferred to supervisory or confidential positions shall have the right to return to their previous positions provided that they do so within sixty (60) working days from the day they report to their new position.

14. LAYOFF

Section 1. Employees to be laid off from work will be laid off in reverse order of seniority. If it becomes necessary to lay off an employee because of lack of work, changes in job duties, or lack of funds, the LCA will follow this procedure:

- (a) The employee to be laid off may accept the layoff or may exercise his/her seniority rights to bump. If the employee chooses to bump, the employee shall not be entitled to choose a particular job. The employee shall identify the job classification. In all cases when an employee chooses to bump, the employee must:
 - (1) Bump into a job classification where there is a junior employee;
 - (2) Have the qualifications to perform and be able to perform the job duties of the job classification he/she is bumping into.
- (b) The LCA reserves the right to: (1) test/retest employees affected by the bumping process to determine their qualifications and (2) determine the method of testing.

- (1) Any employee bumping is subject to a trial period of up to ~~ninety (90) one hundred twenty (120)~~ calendar days. When an employee demonstrates the ability to perform the job, the said employee shall be certified for the position. If the employee's performance in the position to which he/she bumped is not satisfactory, he/she shall be laid off, provided that he/she is supplied with a written statement giving detailed reasons why he/she is not qualified to perform the duties. This employee shall have the right to grieve the LCA's decision in accordance with Article 32., Grievance Procedure. In addition, this employee shall have recall rights as stated in Section 3 of this article. If this employee is determined not to be qualified, the employee who was bumped shall be returned to his/her previous position.
- (c) An employee who is off work due to a work-related injury or who is on sick leave shall be entitled to bump as provided under this article. The LCA reserves the right to test/retest affected employees to determine their qualifications when they return to work.

Section 2.

- (a) When an employee has been bumped by another employee, the employee being bumped shall be placed in a non-pay status until such time as the employee has exercised his/her bumping rights and has reported to work.
- (b) When bumping into another job with either a higher or a lower pay grade but within a range that contains the step with the same wage that the employee was being paid in his/her job prior to the bump, the employee shall be placed at the step equivalent to his/her wage prior to the bump.
- (c) If an employee bumps into a job with a higher pay grade in which all steps are higher than the wage in the employee's job prior to the bump, he/she shall be placed at the lowest step of the new job.
- (d) For an employee bumping down who has a rate of pay that is in between two steps of the grade he/she is bumping into, a "plus-step" shall be created at that employee's current rate of pay until the next annual step increase.
- (e) An employee bumping down who has a rate of pay that is higher than the highest step of the grade he/she is bumping into shall be placed at the highest step of the new grade.
- (f) If an employee bumps into a job in which the pay grade and all the steps are the same, the employee shall remain at the same hourly rate and step.

Section 3.

- (a) Any employee laid off due to a lack of work shall retain his/her seniority for a period of two (2) years, and the LCA shall be required to recall the employee to perform a job for which he/she is qualified prior to hiring a new employee or recalling a junior qualified employee. Seniority is not accumulated during the two (2) year period in this

Section. If an employee refuses to return to a position for which he/she is qualified to perform, within fourteen (14) calendar days, he/she shall lose all recall rights and seniority. For recall purposes, a full time laid off employee shall be given preference to a part-time employee regardless of seniority.

- (b) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer-LCA with a current address and telephone number.

Section 4. As to layoff and recall, Shop Stewards shall have super-seniority, provided they have the necessary qualifications for the job in question.

15. HOURS OF WORK

Section 1. Definitions:

- (a) Work Week - shall consist of seven (7) consecutive days, commencing at 0001 Saturday and continuing to 2400 Friday, but subject to items (c) and (d) below.
- (b) Workday – the Workday for Treatment Plant Operators (“TPOs”) shall be twelve (12) hours and the Workday for all other employees shall be eight (8) hours, except in emergency circumstances as determined by the LCA. Shall consist of eight (8) consecutive hours except in emergency circumstances as determined by the LCA.
- (c) Work Shift—Shift - Definitions: (1) day shift – the regularly scheduled hours are primarily during the daytime hours; (2) middle shift – the regularly scheduled hours end at or near midnight; and night shift – the regularly scheduled hours are primarily during nighttime hours. (1) day shift – the regularly scheduled hours are during daylight; (2) evening shift – the schedule ends at or near midnight; (3) midnight shift – the work schedule start at or near midnight.
- (d) Start of Work Shift or Overtime Assignment Work Period: The day of the week the employee clocks in or punches in to his or her shift or overtime assignment shall qualify as the date and time the employee's shift or overtime assignment has commenced. For example, if an employee clocks in or punches in on a Friday at 6:00 p.m. and that employee's work shift or overtime assignment continues through early Saturday morning, the employee's hours will be recorded as if all hours were worked on Friday. This term also applies if an employee is called in to replace another employee on a normally scheduled work shift. For example, if an employee is called in at 2:00 a.m. on a Saturday to fill the remaining hours of a normal shift that runs from 6:00 p.m. Friday to 6:00 a.m. Saturday, the employee who filled in from 2:00 a.m. to 6:00 a.m. Saturday would have his or her hours recorded as if they worked on Friday.
- (e) Work Shift – Lunch Break. If employees are working a shift that includes a Lunch Break, the lunch break shall be thirty (30) minutes unpaid per shift. Said thirty (30) minute unpaid Lunch Break shall include any travel time if the employee chooses to

leave his or her job site during the Lunch Break. If an employee is working off LCA property at a job site, the employee shall at no time leave a job site unattended to go on his or her unpaid Lunch Break.

(f) Hours worked will be payable to the nearest one-tenth (1/10th) of an hour.

Section 2.

- (a) The regular work week shall consist of five (5) consecutive eight (8) hour ~~work days~~workdays (Monday through Friday) with the exception of those employees that work on a seven (7) day twenty-four (24) hour a day basis in the areas of Waste Water Treatment and Water Filtration which include the Operations, Laboratories and on occasion the Dewatering Building. In the event of an emergency, the LCA shall have the right to schedule employees to work as the LCA determines necessary in order to assure proper functioning of the LCA. In addition, if the LCA determines that any operation of work is to be performed on a seven (7) day twenty-four (24) hour a day basis, it shall be included with the work areas stated above.
- (b) The aforesaid hours as stated in this section shall not apply in those cases where a sixth day is scheduled in a work week, utilized to achieve the base work week consisting of forty (40) hours.
- (c) LCA shall have the right to employ ~~eight (8)~~six (6) seasonal employees, providing the use of such does not cause the layoff or reduction of hours of regular employees in the area in which they are used. Of the eight (8) seasonal employees, two (2) seasonal employees will be assigned to the Water Filtration DepartmentPlant, two (2) seasonal employees will be assigned to the Wastewater DepartmentPlant, two (2) seasonal employees will be assigned to the D & C Department, and two (2) seasonal employees will be assigned as Floaters based on the organizational needs of LCA. LCA agrees not to place any seasonal workers in any area in which there was a layoff of a regular full-time employee for a period of eighteen (18) months after such layoff occurred. Seasonal employees may be employed for a total of sixteen (16) weeks during a calendar year, which may occur during the periods May 1st to September 15th and/or December 15th through January 15th. Seasonal employees may work only in an entry level job or the lowest job classification in the applicable department. Should a seasonal employee work in excess of 16 weeks in a calendar year, the position shall be deemed a permanent position and shall be subject to bid pursuant to Article 12 of this Agreement.
- ~~(d)~~ Employees shall be permitted to leave their assigned duties as arranged by Management, for the purpose of personal relief. Employees shall be permitted a fifteen (15) minute relief at a period during the first half of their shift and a fifteen (15) minute relief during the second half of their shift. Said fifteen (15) minute relief period shall include any travel time if the employee chooses to leave his or her job site during the relief period. If an employee is working off LCA property at a job site, the employee shall at no time leave a job site unattended to go on his or her relief period.

Section 3. If the LCA determines that a change in starting and quitting times is necessary, the LCA will notify the UNION of the change and negotiate the method by which the change is to be implemented. Work schedules showing the regular assignment work shifts, ~~work days~~workdays and hours shall be posted on the plant bulletin boards. Affected employees shall be given the option to complete their normal work shift provided that the total of continuous hours worked, including hours on overtime, do not exceed sixteen (16) hours. Approval to leave before completing their normal work shift will be at the discretion of management.

Section 4.

- (a) The normal work week for all employees shall be forty (40) hours per week.
- (b) With the exception of paragraph (a) above, all employees shall continue to work the same number of hours/week as in effect on the date of execution of this Agreement.

Section 5. Respite Time

With the approval of his or her supervisor, which shall not be unreasonably withheld, an Employee may report to work after the usual starting time where the Employee has worked additional hours since the end of the preceding shift. The Employee shall be eligible for Respite Time after working sixteen (16) hours or more continuously without rest or after a standby or overtime call out for a period of four (4) or more hours in instances where the callout begins before 2 a.m. If working sixteen (16) hours or more continuously, Respite Time in the amount of eight (8) hours will begin at the time the Employee stops working. If working on a standby or overtime call out for a period of four (4) or more hours in instances where the callout begins before 2 a.m., Respite Time in the amount of the hours worked will begin at the time the Employee stops working, provided, however, that employees who have 8 hours of non-work time prior to being called in will not be eligible for Respite Time. In no cases will Respite Time exceed eight (8) hours. However, if the Respite Time period covers any part of the Employee's normally scheduled workday, he or she will be paid straight time for those hours that are not worked that are covered by the Respite Time period.

16. OVERTIME

Section 1. Employees shall be compensated at time and one-half (1 ½), including shift differential, for hours worked in excess of forty (40) hours in one work week and/or eight (8) hours in one workday, except as follows:

- (a) Those employees whose normal work schedule is less than forty (40) hours per week will not be eligible for such overtime pay until such time as the employee has actually performed work in excess of forty (40) hours in the work week.
- (b) There will be no “pyramiding” of overtime.

Section 2. Employees can refuse to work overtime four (4) times but will be

mandated to work the next time asked. Not answering phone calls made following currently established procedures will count as a refusal. If a phone call is returned within thirty (30) minutes with an affirmative response to work the overtime it will not be counted as a refusal even if the employee is no longer needed to report to work. When an employee is mandated to work overtime and does not, it will be addressed through disciplinary action. When an employee is mandated to work overtime and does work the mandated overtime, such employee will again be able to refuse to work overtime four (4) times before being again mandated to work overtime.

~~Section 2.~~Section 3. Vacation, holiday, funeral leave, jury duty, and management authorized Union business shall be included as time worked when computing overtime and any other paid leaves. On the job injury shall count as time worked when computing overtime provided such claim is approved under the provisions of the Pennsylvania Workers' Compensation Act.

~~Section 3.~~Section 4.

~~(a) To the extent feasible, overtime shall be offered equally to employees who normally perform the job in question. However, in any event, the LCA shall have the right to require the junior qualified employee(s) to work the overtime in question.~~

(a) To the extent feasible, overtime shall be offered equally to employees who normally perform the job in question. However, in any event, the LCA shall have the right to require the junior qualified employee(s) to work the overtime in question. Day Shift Overtime will be offered to Day Shift employees first. Night Shift Overtime will be offered to Night Shift employees first. For Planned Overtime, in instances where the LCA is aware of a need to schedule overtime hours, the existing practice shall apply in the offering and scheduling Overtime hours (i.e., LCA will first offer overtime to the most senior employee). The offering of overtime will continue to work its way down the list until everyone on the seniority list has been offered overtime. Thereafter, overtime hours will be offered to the most senior employee on the list, thereby continuing the rotation of overtime. If no employee accepts the offer for overtime, then forced overtime will be issued by reverse seniority. However, in the event of a shift vacancy created by a Treatment Plant Operator (TPO) calling off work, the off-shift employees will be asked to fill the vacancy prior to the adjacent crews (the shift before or after the vacant shift). A TPO may volunteer to work up to 18 hours but shall not be required to work more than 16 hours.

(b) In the event of an emergency where normal overtime procedures are not feasible, as set forth in Section 3(a), the LCA shall have the right to assign employees to work the emergency overtime.

(c) The LCA agrees to keep overtime (normal and emergency) charts and post them for examination by Union representatives.

(d) Section 4. Voluntary Compensatory Time

- (1) By mutual agreement between LCA, the appropriate local Union representative, and the employee involved, compensatory time at the appropriate rate of pay may be granted in lieu of overtime pay.
- ~~(1) Employees shall be compensated at time and one half (1 ½) for hours worked in excess of forty (40) hours in one (1) work week and/or eight (8) hours in one workday.~~
- ~~(2) Employees on standby status shall be compensated at straight time for each hour they receive in standby status (one (1) hour for each work day (Monday – Friday) and two (2) hours for each Saturday, Sunday, or official LCA holiday.);~~
- ~~(3) Employees who are scheduled and who work forty (40) hours in a four (4) day period shall not be scheduled to work a fifth (5th) day in that work week. (Work schedules showing the hours and days shall be posted on the plant bulletin board at least fourteen (14) calendar days in advance). In the event of an emergency where an employees' work schedule is not feasible or if the LCA's work needs require the LCA to change an employees' work schedule, the LCA will notify the employee as soon as possible. If the employee is required to work a fifth (5th) day that results in working over forty (40) hours that work week, the employee shall receive time and one half (1 ½) for all hours worked over forty (40).~~
- ~~(4) In the event an employee elects not to participate in this program, then his/her schedule of hours of work and overtime compensation shall be in accordance with this Agreement.~~
- ~~(5) (2) Employees who receive compensatory time may accumulate up to two hundred forty (240) hours annually. Compensatory time shall not carry over to the following calendar year.~~
- ~~(6) (3) Employees separated from LCA employment shall be compensated at their regular hourly rate of pay for all unused compensatory time accumulated.~~
- ~~(7) (4) Employees shall use all compensatory time in the calendar year it is earned.~~
- ~~(8) (5) Compensatory time may not be carried from one calendar year to the next.~~
- ~~(6) In the event an employee has unused compensatory time at the end of the calendar year, he/she shall be paid his/her regular rate of pay for all unused compensatory time. The employee's manager may require the employee to use his/her unused compensatory time prior to the end of the calendar year.~~
- (9) (7) Said compensatory time not used by the employee shall be paid in the last pay period of the calendar year for which the employee incurred the compensatory time. Compensatory time shall not accrue during the last pay period of the calendar.

- (8) All requests for use of compensatory time shall be approved or disapproved by the employee's manager. Work needs of the LCA shall control the use of all compensatory time.

Section 5.

Treatment Plant Operators ("TPO")

- (a) Workday: The normal TPO workday shall consist of twelve (12) consecutive 3 hours except in emergency circumstances as determined by LCA. Employees will not work more than sixteen (16) hours in one day.
- (b) Shift Differential: Day shift TPOs will be paid a shift differential of \$0.80 cents per hour for all hours worked between 2:00 p.m. and 6:00 p.m. Night shift TPOs will be paid a shift differential of \$0.80 for all hours worked between 6:00 p.m. and 6:00 a.m.
- (c) Overtime: TPOs will be compensated at time and one-half (1 ½), including shift differential, for all hours worked in excess of forty (40) hours in one week and/or twelve (12) hours in one workday. There shall be no pyramiding of overtime.

Section 6. Any employee who works a full shift for seven consecutive calendar days shall receive two times (2x) his or her regular rate of pay for all hours worked on such seventh day consecutive calendar day. However, work that begins on the sixth consecutive day and continues into the seventh calendar day shall not be considered to be a seventh day.

17. WORK ASSIGNMENT

Section 1. Daily Work Assignment

In assigning daily duties in non-emergency situations, the LCA agrees to use the senior-qualified non-probationary or certified employee in circumstances where there are more staff available within a job classification than the equipment, material, and supplies will accommodate and/or the workload requires.

Employees not assigned to work within their job classification shall be required to do work in any lower job classification wherever the LCA deems necessary within that particular department. Assignments from one department to another shall be based on reverse seniority within their job classification. The LCA reserves to itself the right to assign duties within a job classification and, further, the right not to interrupt job assignments exceeding one (1) day until the job is completed. Furthermore, the LCA reserves the right not to interrupt or disrupt shift and crew designations when making any of these work assignments. Employees shall not be entitled to choose particular jobs within their job classification.

Section 2. Temporary Assignment

The LCA will offer to qualified employees, to the extent feasible, temporary assignment equally to those qualified employees on a seniority basis. The LCA reserves the right to test

interested employees to determine their qualifications. Furthermore, the LCA reserves the right not to interrupt or disrupt shift and crew designations when making any temporary assignment.

An employee temporarily assigned to a higher rated job shall receive the higher rate of pay retroactive to the first full day upon the completion of four (4) full working hours. Job assignment shall not be made to avoid the intent of this Article.

18. EMERGENCY PHASE-BACK

When employees cannot reasonably be phased back from emergency ~~twelve (12) hour~~ night shifts to their regular work schedules, they will be given the following options: (1) working ~~middle evening (2nd) shift phase back under supervision of the Manager~~; (2) working ~~regular~~ regular shift schedule; (3) vacation day; (4) personal holiday; (5) zero day. All other affected departments will continue their existing phase-back schedules.

19. STANDBY & CALL-IN

(a) Standby status is the condition whereby, at the request of the LCA, an employee is required to remain within the immediate Allentown area and be prepared to work within a reasonable period of time. Such employees shall be issued, at the LCA's expense, "beepers" or other similar technology to notify the employees that they are needed. Any employee in standby status will receive one (1) hour's pay at the regular hourly rate, excluding shift differential, for each ~~work day~~workday (Monday-Friday) on standby, and two (2) hours' pay at the regular hourly rate for each Saturday, Sunday, or official LCA holiday on standby.

(b) Employees on Standby who are called in to work at times other than hours for which they are scheduled will receive four (4) hours of straight time or time and one-half (1 ½) for actual hours worked, whichever is greater.

~~(b) Employees required to standby because of specified police procedures shall be guaranteed two (2) hours of pay at their actual hourly rate of pay. All such standby requests shall automatically terminated at the expiration of two (2) hours unless continuing standby is requested by the proper official. In such case, the covered employee shall be guaranteed an additional two (2) hours' pay at his/her actual rate of pay as aforesaid, which standby shall terminate at the expiration of an additional two (2) hours unless additional standby is requested. Each standby request shall be for a two (2) hour period and shall automatically terminate at the end of two (2) hours unless additional standby is requested.~~

(c) When an employee completes the job for which he or she has been called, he or she will be allowed to return home, provided no additional work is assigned. A subsequent call-in within the first four-hour call-in period which causes the employee to work beyond the initial four (4) hours will qualify the employee to be paid one and one-half (1 ½) times the hourly rate for the actual time worked exceeding the four-hour time period. However, in no circumstances will the employee be paid a second minimum

of four (4) hours if he or she is again called out within the four (4) hour period for which he or she was initially called.

- (d) When an employee is ordered to report early for work or to continue to work without interruption after his or her scheduled shift end time, he or she shall be paid overtime and shall not be eligible for the minimum as set forth above.
- (e) When an employee is ordered to report to work within two (2) hours of the start of his or her scheduled work shift, the employee shall remain at work until the commencement of his or her scheduled work shift start time.
- (f) The LCA and the Union agree that they shall address in labor-management meetings the need to use substitutes in standby assignments.

20. SHIFT DIFFERENTIAL

The LCA will pay a shift differential of eighty cents (\$.80) per hour as follows:

- (a) All persons who work either a middle or night shift full or second/third will receive differential pay for the actual hours worked. Partial shifts will be payable to the nearest one-tenth (1/10th) hour.
- (b) Differential will only be paid for time actually spent on the job: lunch breaks, holidays, vacation, sick leave, or employees on standby will not qualify for differential pay.

21. CALL IN

~~Hourly employees called in to work and reporting for work at times other than hours for which they are scheduled will receive a minimum of four (4) hours' pay at their regular straight time hourly rate or one and one-half (1 ½) times the hourly rate for actual hours worked, whichever is greater.~~

~~When an employee completes the job for which he/she has been called, he/she will be allowed to return home, provided no additional work is assigned. A subsequent call in within the first four-hour call-in period which causes the employee to work beyond the initial four (4) hours will qualify the employee to be paid one and one-half (1½) times the hourly rate for the actual time worked exceeding the four-hour time period. However, in no circumstances will the employee be paid a second minimum of four (4) hours if he/she is again called out within the four (4) hour period for which he/she was initially called.~~

~~When an employee is ordered to report early for work or to continue to work without interruption after his/her scheduled shift end time, he/she shall be paid overtime and shall not be eligible for the minimum as set forth above.~~

21. BENEFITS FOR EMPLOYEES HIRED AFTER MAY 31, 1992

(a) Full-Time Permanent Employees

Holidays, personal, sick, and vacation days shall be earned by full-time employees but not used during the employee’s first four (4) calendar months. Full-time eEmployees will be eligible for pension benefits following completion of ninety (90) days of employment. Employees shall be eligible to enroll for health and welfare benefits after completing sixty (60) calendar days.

Sick leave shall be earned but not used during the employee’s first four (4) calendar months of employment.

22. INSURANCE

Section 1. Active Employees.

(a) Health Insurance.

(1) The LCA agrees to make payments into a health trust fund known as the “Building Service 32BJ Health Fund,” under such provisions, rules, and regulations as may be determined by the Trustees, as provided in the Agreement and Declaration of Trust, to cover employees covered by this Agreement who are regularly scheduled to work more than 39.5 hours per week, and their eligible dependents, with such health benefits as may be determined by the Trustees of the Fund.

(2) The monthly contribution to the Health Fund for each covered employee shall be:

Effective January 1, 20 <u>21</u> 17 :	-	\$1,352.00 <u>\$1,646.00</u>
Effective January 1, 20 <u>22</u> 18 :	-	\$1,433.00 <u>\$1,720.00</u>
Effective January 1, 20 <u>23</u> 19 :	-	\$1,534.00 <u>\$1,799.00</u>
Effective January 1, 20 <u>24</u> 0 :	-	<u>LCA’s contribution will be established by the Fund’s Trustees, but it will not increase more than 8% above 2019 rate</u>
		<u>LCA’s Contribution to be established by the Fund Trustees Not to Exceed 6%</u>

If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by Law.

(3) Newly hired employees shall have a waiting period of sixty (60) days before becoming eligible to be participants in the Funds, and no contributions shall be made on behalf of newly hired employees during the sixty (60) day period.

(b) Prescription Safety Glass Plan.

~~(3)~~ LCA's Prescription Safety Eyewear Program is attached hereto.

~~(e) Term Life Insurance.~~

~~The LCA shall provide life insurance coverage in the face amount of twenty thousand dollars (\$20,000.00) for all full-time employees who have completed four (4) calendar months with provision for double indemnity for accidental death and dismemberment.~~

(c) The Building Service 32BJ Health Fund currently provides life insurance to participating employees in the amount of \$25,000.00. Should the Fund trustees determine to eliminate this benefit, LCA shall be obligated to provide life insurance coverage in the amount of \$20,000.00 for all full-time employees who have completed four (4) calendar months with the provision for double indemnity for accidental death and dismemberment.

(d) Cost Containment Committee

At the request of the Union, the LCA and the Union will create a Cost Containment Committee to discuss ways to control medical costs in the future. The Committee will be made up of three (3) members from both the LCA and the Union. The Committee will meet at mutually agreeable times and places.

Section 2. Retired Employees.

(a) Health Insurance.

LCA shall provide post-retirement health and welfare benefits to eligible bargaining unit employees who retire on or after January 1, 2021. LCA shall recognize all service by those individuals employed by the City of Allentown prior to the Lease Concession Agreement between the City of Allentown and Lehigh County Authority for purposes of determining eligibility for such post-retirement health and welfare benefits.

(1) Eligible Employees – Regular employees hired before January 1, 2017. Employees hired after January 1, 2017 will be eligible to continue health care only for a period of three (3) years from their retirement date, or until reaching age 65, whichever occurs sooner.

(2) Coverage – Coverage will be equivalent to medical and prescription drug coverage provided to active, non-Union employees of LCA.

(3) If a covered employee retires, he/she may elect to enroll in the healthcare coverage provided by the LCA to retirees as described in (2) above. The coverage for the retiring employee may start at any age and remain in effect until the retiree has reached the age of sixty-five (65).

~~(4) The coverage will include the retiree's spouse, but the spouse's coverage will continue only until the retiree reaches the age of sixty-five (65) or the covered retiree dies.~~

If the retiree's spouse does not have substantially equivalent health insurance in terms of coverage and cost (including but not limited to out-of-pocket costs, deductibles, and contribution to premium), the health insurance coverage will include the retiree's spouse; however, the spouse's coverage will continue only while the retiree remains eligible for health insurance pursuant to Section 2(a)(1) above or the covered retiree dies.

(5) The coverage will not include dental.

(6) If an employee retires, he/she may opt-in or opt-out of the medical plan as described in (2) above at the time of his/her retirement. If a covered employee chooses to opt-out of the current medical program as described in (2) above at the time of his/her retirement, that retiree may elect to opt-in to a medical program offered to retired SEIU employees as described in (2) above at the time of subsequent, future open enrollment periods, but prior to the wage of 65. However, the election of the retiree to opt-in to a future LCA sponsored medical program for retired SEIU employees may be exercised only once during each retiree's lifetime. If a retiree has elected to opt-in to the LCA sponsored retiree program for retired SEIU employees, and elects to opt back out again in the future, that retiree shall forever be precluded from opting back in. Should a covered employee choose to opt-in to the medical program offered as described in (2) above at the time of his/her retirement, that retired SEIU employee may, at any time in the future, elect to opt-out of the LCA sponsored medical program. A retiree who exercised that option to opt-out after having been a covered employee at the time of his/her retirement will be permitted to opt back in one time in the future to a medical program as described in (2) above at the time of a subsequent, future open enrollment period, but prior to age 65.

(7) An employee who retires with at least fifteen (15) years of service will pay fifty (50%) percent of the monthly health insurance/prescription drug premiums.

(8) An employee who retires with less than fifteen (15) years of service, but with at least ten (10) years of service, will pay seventy-five (75%) percent of the monthly health/prescription drug premium.

~~(9): An employee who retires with less than ten (10) years of service is ineligible.~~

~~(b) Term Life Insurance~~

~~The LCA will provide each retiring full-time employee with a two thousand dollar (\$2,000.00) paid-up life insurance policy including a double indemnity provision for accidental death and dismemberment.~~

23. SICK LEAVE

~~The LCA will grant annual sick leave to each of its full-time employees subject to the following conditions:~~

~~(a) Sick leave may be accumulated for a maximum of two hundred (200) workdays.~~

~~(a) Sick leave will be charged against that portion which was accumulated at the earliest date.~~

~~(b) Sick leave will be accrued at the rate of one and one-half (1.5) days per month. Accumulation is based upon a 40-hour work week.~~

~~(c) The accrual of sick leave on a monthly basis will begin with the employee's hiring date with the monthly accrual being added to the accumulated total as of the first pay in the next calendar month. Newly hired employees shall earn sick leave during their first four (4) calendar months but they shall not be able to use such earned sick leave until they have completed four (4) calendar months.~~

~~(d) Sick Leave Payment Provisions~~

~~(1) — On January 1 of any year, employees will qualify for payment for sick leave use at their then current hourly wage rate if they have:~~

~~a. Banked more than one hundred fifty (150) sick days;~~

~~OR~~

~~b. Banked more than seventy five percent (75%) of sick days earned provided such bank contain at least fifty (50) day;~~

OR

- ~~c. Used three (3) or fewer sick days in each of the two (2) preceding calendar years provided they have earned fifteen (18) sick days in each of those two (2) calendar years.~~
- ~~(2) On January 1 of any year, employees who do not qualify for sick leave use under (1) above will be paid at:
 - ~~a. Their then current hourly wage rate for the first three (3) sick days used in the calendar year;~~
 - ~~b. Ninety percent (90%) of their then current hourly wage rate for all sick days used in excess of three (3) in the calendar year.~~~~
- ~~(3) On January 1 of any year, employees who do not qualify for sick leave use under (1) above will be paid at their then current hourly wage rate for sick leave used under the following conditions:
 - ~~b. Hospitalization and resulting recovery period during which employee is medically certified as unable to perform job duties.~~
 - ~~c. Medically certified as unable to perform their job duties in excess of fifteen (15) consecutive workdays.~~
 - ~~d. The use of sick leave for a life-threatening illness shall not disqualify an employee from receiving sick leave payment at 100% the following year.~~~~
- ~~(e) For payroll purposes, the LCA will charge employees who report off sick with paid sick leave as follows:
 - ~~(1) If an employee does not report to work for the entire day, or if the employee reports to work and works less than two (2) hours, the LCA will charge the employee with one (1) day of sick leave.~~
 - ~~(2) If an employee works two (2) hours but less than four (4) hours, the employee will be charged with three-quarter (3/4) day of sick leave.~~
 - ~~(3) If an employee works four (4) hours but less than six (6) hours, the LCA will charge the employee with one-half (1/2) day of sick leave.~~
 - ~~(4) If an employee works six (6) hours but less than eight (8) hours, the LCA will charge the employee with one-quarter (1/4) day of sick leave.~~~~
- ~~(f) No employee will be paid for any sick leave days in excess of the number accrued.~~
- ~~(g) Any employee using sick leave shall call his/her immediate supervisor, or a supervisory person designated by the Manager, at least thirty (30) minutes before the scheduled starting time for that day's work, stating the nature and estimated length of the illness.~~
- ~~(h) The employee must call in to the supervisor, or Manager's supervisory designee in accordance with Section (h) above, every day of the illness, each time stating the nature~~

and estimated duration of the illness. The LCA's Human Resources Office may permit exceptions to the daily call-in requirement only in cases of long-term illness.

- ~~(i) In a case of serious illness or accident which prevents the employee from calling in sick him/herself, he/she may have someone else call in for him/her. In such cases, however, the employee him/herself must also contact the supervisor, or Manager's supervisory designee, as soon as the employee is able to do so.~~
- ~~(j) The employee will remain at home while on sick leave unless hospitalized, consulting with a physician or other recognized practitioner, obtaining medication, or pursuing medically required exercise. During regular working hours, the employee must notify his/her supervisor, or Manager's supervisory designee, when he/she leaves home for and upon returning from a medical appointment, pharmacy visit, etc.~~
- ~~(k) The employee's supervisor, or the Manager's supervisory designee, may call or visit the employee on sick leave. The LCA will not pay any employee who has reported off sick and is found not to be at home, unless the employee has reported in according to the above. An employee who is found not to be at home, and who has not reported in, will also be subject to disciplinary action.~~
- ~~(l) Upon returning to work after being on sick leave, and prior to the start of work on the day of returning, the employee must report to a supervisor.~~
- ~~(m) The employee must submit a medical certification form if the use of sick leave exceeds two (2) consecutive days. Whenever an employee's illness extends for a period of time greater than one (1) calendar month, an additional medical certification form will be required for each additional full or partial month.~~
- ~~(n) Any employee who reaches or who has reached his/her third (3rd) occasion of sick leave usage within a twelve-month period may be required to submit a medical certification form. An employee who exceeds five (5) unrelated occasions of sick leave in a twelve-month period will be subject to disciplinary action. For the purposes of this Section, an "occasion" of sick leave usage is any period of consecutive days (or portions of consecutive days) off; or any single day or single portion of a day. An occasion of sick leave will not include time off due to an on-the-job injury.~~
- ~~(o) It shall be the prerogative of the LCA to conduct an investigation and/or to require an employee to provide a medical certification form in any cases where the possibility of excessive use, improper use, or abuse of sick leave is suspected.~~
- ~~(p) The LCA will require that, prior to starting work, an employee returning from sick leave supply a medical certification form stating that the employee is sufficiently recovered from the illness which caused the absence to return to work and the employee may return to work without restriction.~~

~~(q) In all cases in which an employee must submit a medical certification form, the medical certification must be from a physician, must be on the certification form supplied by the LCA and be completely filled out, and must state the following:~~

- ~~(1) That the employee on sick leave has been examined;~~
- ~~(1) The nature of the illness or injury;~~
- ~~(2) Whether or not the employee is fit to work; and~~
- ~~(3) The probable date at which the employee will be able to return to work.~~

~~It is the responsibility of the employee to obtain a LCA medical certification form from the LCA and present it to the treating physician. The LCA will not be responsible for any problems or costs that may occur between the treating physician and the employee in acquiring a completed LCA medical certification form.~~

~~Any employee who is or has been placed under a requirement to submit a medical certification form for every illness will continue under that requirement until the employee has gone twelve (12) months with no occasions of sick leave. Failure to submit a required LCA medical certification form will result in an employee not receiving his/her sick pay benefit.~~

- ~~(r) The LCA will not make sick leave payments to any person whose injury or illness is attributable to employment outside the LCA service; and the LCA reserves the right to demand repayment of the sick leave benefits made under such circumstances.~~
- ~~(s) Any disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery from any of the aforesaid shall be construed as a sickness or disability and shall be treated as such under any and all terms and conditions of this Agreement.~~
- ~~(t) Each covered employee taking normal, full retirement (60 years of age, or 20 years of service and 55 years of age), will be compensated as additional severance pay at the rate of Ten Dollars (\$10.00) per day for sick days earned during his/her career and unused at the time of retirement. The number of unused sick days for which compensation may be collected, however, shall be limited to one hundred (100) days or a maximum of One Thousand Dollars (\$1,000.00).~~

The LCA will grant annual sick leave to each of its full-time employees subject to the following conditions:

- (a) Sick leave may be accumulated for a maximum of two hundred (200) workdays.
- (b) Sick leave will be charged against that portion which was accumulated at the earliest date.
- (c) Sick leave will be accrued at the rate of five (5) hours per pay period for a total of 16.25 days per year. Accumulation is based upon a 40-hour work week.
- (d) The accrual of sick leave on a bi-weekly basis will begin with the employee's hiring date with the accrual being added to the accumulated total as of the first pay in the next calendar month. Newly hired employees shall earn sick leave during

their first four (4) calendar months, but they shall not be able to use such earned sick leave until they have completed four (4) calendar months.

- (e) For payroll purposes, if an employee works part of a day and using the remaining as sick leave, the LCA will pay employees for hours actually worked and the balance will be charged against their sick days. For example, if an employee works one (1) hour out of an eight (8) hour shift and uses the remaining seven (7) hours as sick leave, the employee will be paid one (1) hour with the remaining seven (7) hours charged against the employee's sick bank accrual.
- (f) No employee will be paid for any sick leave days in excess of the number accrued.
- (g) Any employee using sick leave shall call his/her immediate supervisor, or a supervisory person designated by the Manager, at least thirty (30) minutes before the scheduled starting time for that day's work, stating the nature and estimated length of the illness.
- (h) Absent a bona fide documented emergency, any employee who fails to call in according to the rules set forth herein will not be compensated for the day.
- (i) The employee must call in to the supervisor, or Manager's supervisory designee in accordance with Section (h) above, every day of the illness, each time stating the nature and estimated duration of the illness. The LCA's Human Resources Office may permit exceptions to the daily call-in requirement only in cases of long-term illness; however, employees are still required to call-in to their supervisor every two -weeks.
- (j) In a case of serious illness or accident which prevents the employee from calling in sick him/herself, he/she may have someone else call in for him/her. In such cases, however, the employee him/herself must also contact the supervisor, or Manager's supervisory designee, as soon as the employee is able to do so.
- (k) The employee will remain at his/her primary residence of record (referenced to as "home" throughout this article) while on sick leave unless hospitalized, consulting with a physician or other recognized practitioner, obtaining medication, or pursuing medically required exercise. During regular working hours, the employee must notify his/her supervisor, or Manager's supervisory designee, when he/she leaves home for and upon returning from a medical appointment, pharmacy visit, etc.
- (l) The employee's supervisor, or the Manager's supervisory designee, may call or visit the employee on sick leave. The LCA will not pay any employee who has reported off sick and is found not to be at home, unless the employee has reported in according to the above. An employee who is found not to be at home, and who has not reported in, will also be subject to disciplinary action.

- (m) Upon returning to work after being on sick leave, and prior to the start of work on the day of returning, the employee must report to a supervisor.
- (n) The employee must submit a medical certification form if the use of sick leave exceeds three (3) consecutive days. The employee is required to notify his/her supervisor of any changes to the expected date of his/her return to work and provide a new medical certificate with the new return to work date. Whenever an employee's illness extends for a period of time greater than one (1) calendar month, an additional medical certification form will be required for each additional full or partial month.
- (o) Any employee who reaches or who has reached his/her fourth occasion of sick leave usage within a twelve-month period may be required to submit a medical certification form. An employee who exceeds five (5) unrelated occasions of sick leave in a twelve-month period will be subject to disciplinary action. For the purposes of this Section, an "occasion" of sick leave usage is any period of consecutive days (or portions of consecutive days) off; or any single day or single portion of a day. An occasion of sick leave will not include time off due to an on-the-job injury.
- (p) It shall be the prerogative of the LCA to conduct an investigation and/or to require an employee to provide a medical certification form in any cases where the possibility of excessive use, improper use, or abuse of sick leave is suspected.
- (q) The LCA may require that, prior to starting work, an employee returning from sick leave supply a medical certification form stating that the employee is sufficiently recovered from the illness which caused the absence to return to work and the employee may return to work without restriction.
- (r) In all cases in which an employee must submit a medical certification form, the medical certification must be from a physician, must be on the certification form supplied by the LCA and be completely filled out, and must state the following:
- (1) That the employee on sick leave has been examined;
 - (2) The nature of the illness or injury;
 - (3) Whether or not the employee is fit to work; and
 - (4) The probable date at which the employee will be able to return to work.

It is the responsibility of the employee to obtain a LCA medical certification form from the LCA and present it to the treating physician. The LCA will not be responsible for any problems or costs that may occur between the treating physician and the employee in acquiring a completed LCA medical certification form.

- (s) Any employee who is or has been placed under a requirement to submit a medical certification form for every illness will continue under that requirement until the employee has gone twelve (12) months with no occasions of sick leave. Failure to submit a required LCA medical certification form will result in an employee not

receiving his/her sick pay benefit. The employee must visit the physician's office on one of the days that the employee was out of work.

- (t) The LCA will not make sick leave payments to any person whose injury or illness is attributable to employment outside the LCA service; and the LCA reserves the right to demand repayment of the sick leave benefits made under such circumstances.
- (u) Any disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery from any of the aforesaid shall be construed as a sickness or disability and shall be treated as such under any and all terms and conditions of this Agreement.
- (v) Each covered employee taking normal, full retirement (60 years of age, or 20 years of service and 55 years of age) will be compensated as additional severance pay sick days accrued during his/her career and unused at the time of retirement, payable as follows:

 - i. For employees with ~~less than~~ 100 accrued unused sick days or less, the employee shall receive \$10.00 for each unused sick day;
 - ii. For employees with 101 – 150 accrued unused sick days, the employee shall receive \$20.00 for each unused sick day; and
 - iii. For employees with 150 – 200 accrued unused sick days, the employee shall receive \$40.00 for each accrued unused sick day.

The maximum dollar payout under this Article shall not exceed \$4,000.00.

- (w) The parties shall establish a program to permit participating employees covered by this Agreement to donate accrued vacation or sick time to a leave bank for employees who can demonstrate a catastrophic medical condition and who are approaching exhaustion of all paid leave.

24. WORK-RELATED INJURY

Section 1.

- (a) Under this Article, any employee who qualifies for the benefits under the “Pennsylvania Workers’ Compensation Law and Occupational Disease Laws” shall not be entitled to use sick, vacation, personal, or any other paid leave during the period of

eligibility. Sick leave, personal leave, and vacation shall accrue during the period of eligibility. Sick leave accumulation may be taken at the expiration of the eligibility period if the disability continues.

Section 2. An employee may use accrued sick leave for any absence caused by a compensable injury for workdays for the period from the date of the injury through the seventh day after the injury. On the eighth day after the injury, Workers' Compensation payments will begin, and the employee may no longer use and will not be charged sick leave.

Section 3. An employee is required to refund to the LCA the amount of overpayment of pay if an overpayment results because a claim denial or approval is issued under the operation of the Workers' Compensation Insurance program after the issuance of a LCA paycheck to the employee for the same period of time covered by a Workers' Compensation payment.

Section 4. LCA paid coverage for life insurance and medical insurance under the LCA's program, as provided in Article 23, will continue for the period of time that the employee is on a work-related disability as provided for under this Article.

Section 5. An employee off work because of a work-related injury and who qualified for benefits under the "Pennsylvania Workers' Compensation Law and Occupational Disease Laws" shall be permitted to submit a job bid only if said leave expires within thirty (30) calendar days from the expiration of the posting period and the employee is available to work.

Section 6. An "on-the-job injury" shall count as time worked when computing overtime subject to the following conditions: The injured employee:

- (a) must report to his/her supervisor, as soon as possible, the nature of his/her injury and the cause of such injury;
- (b) must obtain treatment as prescribed by the Pennsylvania Workers' Compensation Act, including use of the LCA's designated health care providers;
- (c) may seek emergency medical treatment as provided by the Pennsylvania Workers' Compensation Act;
- (d) must submit, to the LCA, a medical certification form from the treating physician stating the following:
 - (1) that the employee has been examined;
 - (2) the nature of the injury;
 - (3) whether or not the employee is fit to work with/without restrictions;
 - (4) the probable date at which the employee will be able to return to work with/without restrictions.

25. VACATIONS

Section 1. The LCA will grant to each of its full-time employees who have completed four (4) calendar months, vacation leave as follows. Years of service shall be defined to mean continuous years of service since the last date of hire as a LCA employee, as defined by Article 10, (Seniority).

<u>Years of Completed Service</u>	<u>Vacation Hours Earned per Year</u>	<u>Vacation Days Earned per Year</u>
Less than 1 year	.625 day for each completed month	
0 – 1	40	5
2 and 3	80	10
4 and 5	112	14
6 through 10	128	16
11	136	17
12	144	18
13	152	19
14	160	20
15 or more	200	25

Section 2. All vacation leave will be accrued at the rate indicated in the above table. If an employee has an anniversary date that would impact his/her vacation benefit during the calendar year, the annual vacation allowance will be prorated to the nearest day to reflect the new benefit. Hours worked shall mean regularly scheduled hours exclusive of overtime.

- (a) Effective ~~January 1, 2014, and each~~ January 1 ~~each year, thereafter~~ all employees shall be eligible to take all of their vacation days as per the schedule in Section 1 of this Article, subject to the approval of their Department Head. The accrued vacation shall be used during the calendar year which begins January 1.
- (b) No employee shall use vacation leave in an anniversary year in excess of the aforesaid tables, except as described below:

Each year employees are required to take at least 10 vacation days or lose them. Additional days beyond the first 10 days may be carried over to the following year, ~~provided they are used within the next 18 months.~~ The carry over days will be classified as “prior year” vacation. Each year, an employee can only carry over as many days as they will earn that year. ~~If Prior Year days are not used within 18 months they will be forfeited.~~ Any employee who is unable to take his/her accrued vacation due to a ~~work-related~~ work-related disability may carry over to the succeeding anniversary year all unused vacation; however, any carry over days must be used in the anniversary year to which they have been carried over.

- (c) All vacation leave schedules must be approved by the Department Head. Work needs of the LCA shall control all vacation scheduling.
- (d) In the event voluntary agreement between employees over disputed vacation selections cannot be reached, preference will be given to the employee with the most seniority.
- (e) Vacation time will not be granted as extra pay in lieu of time away from the job.
- (f) If LCA employment is terminated due to retirement or resignation and an employee gives two weeks' notice, he/she will be paid for any remaining "Prior Year" vacation. In addition, he/she will receive a payout for any remaining current-year vacation, prorated for the amount of time actually worked during the calendar year. If an employee used more days than the prorated amount allowed during that partial year, a deduction will be made to the final paycheck to reflect that over-usage. The LCA, at its sole discretion, may accept the resignation immediately or at any time during the two-week period. The employee, however, by giving two (2) weeks' notice, is entitled to two (2) weeks' pay.
- (g) Accumulation of vacation leave is granted only to permanent full-time employees.

~~**Section 3.** — The LCA will grant to each of its seasonal part-time employees who have completed four (4) calendar months employment four (4) hours of vacation for each (260) hours of paid time completed, with a maximum allowable accumulation of twenty (20) hours; the maximum number of paid hours that may be counted towards this (260) hours of paid time completed is twenty five (25) hours per week. Employee accumulates vacation in four (4) hour increments only; no vacation is accumulated for less than (260) hours of paid time completed. Employee is not paid for any vacation remaining unused upon termination and/or becoming full-time employee.~~

Section 3. In order to change a vacation day to sick leave, the employee must give a twenty-four (24) hour notice to his department or submit a LCA medical certification form stating that the employee was hospitalized during that time.

26. HOLIDAYS

Section 1. The LCA shall give to each of its full-time employees who have completed four (4) calendar months of employment the following seven (7) holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day (first Monday in September)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- (a) Any employee who is absent without leave either the workday before or the workday following a holiday will forfeit the holiday pay. Any employee who reports off work sick the workday before or the workday following a holiday must submit a medical certification form as described in Article 24. Any employee who fails to submit such medical certification shall forfeit sick pay for that day and shall forfeit the holiday pay. Furthermore, any employee who reports off work sick when he/she is scheduled to work on a holiday will only receive sick pay for the day provided he/she submits medical certification as stated above.
- (b) Any full-time employee who has completed four (4) calendar months shall receive paid holidays as described above. Seasonal part-time employees who have completed four (4) calendar months and who are scheduled to work twenty (20) hours or more per week and who are scheduled to work that day shall receive four (4) hours for each fixed holiday.
- (c) Those employees who have completed four (4) calendar months and who are required to work on any holiday shall be compensated at time and one-half (1 ½) the employee's regular rate of pay for the number of hours actually worked, in addition to their eight (8) hour holiday pay for that day.
- (d) Those employees who have completed four (4) calendar months and who are not required to work on one (1) or more of the above-listed holidays shall be compensated at their regular rate of pay for that (those) unworked holiday(s).

Section 2.

(a) The LCA will grant its full-time employees who have completed four (4) calendar months of employment up to seven (7) personal days in addition to the aforesaid holidays. All said requests may be approved or rejected by the Manager or his or her designee. Work needs of the LCA shall control all personal days. However, one (1) personal day shall be designated as an Emergency Personal Day and shall be granted so long as the employee notifies LCA at least one (1) hour prior to the start of his or her scheduled shift. If the Emergency Personal Day falls on a Holiday as identified in Article 267, the Employee shall provide written proof upon the employee's return to work of the basis for the Emergency Personal Day request, i.e., repair receipt, repair estimate, note from child's school, etc., in order to be paid for that personal day.

~~(a) The LCA will grant its full-time employees who have completed four (4) calendar months of employment up to seven (7) personal days in addition to the aforesaid holidays. All said requests may be approved or rejected by the Manager or his/her designee. Work needs of the LCA shall control all personal days.~~

- (1) All personal days shall be available for use beginning January 1 of a calendar year. During the initial year of employment and the year of termination, the personal day entitlement will be prorated to the nearest whole day based upon the actual number of days employed during that calendar year.

(b) Personal days may be used with the understanding that if an employee is separated from LCA employment, for any reason, and the personal days used exceeds the number actually accrued, the LCA will deduct any liabilities owed the LCA from the employee's final paycheck. The exception to this rule will be the following: (1) An employee retiring with at least twenty (20) years of service; (2) Disability related pension; (3) Employees who are laid off; and (4) Any employee who dies while actively employed; ~~or (5) An employee who retires with less than twenty (20) years of service and without incident involving a violation of LCA rules and regulations, will be permitted to use his/her seven (7) personal days without pro-ration.~~

~~(c) Seasonal Part time employees who have completed four (4) calendar months of employment and who are scheduled to work twenty (20) hours or more per week shall receive three (3) four hour (4 hour) personal days subject to the conditions described in Section 2, (a)(2) above. One (1) personal day for each four (4) calendar month period completed in a calendar year.~~

~~(d)~~ (c) Personal days must be used by the last pay period paid in the calendar year.

27. LEAVE OF ABSENCE

Section 1. Whenever possible the LCA agrees to grant a leave of absence for up to ninety (90) calendar days per Contract year without loss of seniority rights and without pay to any employee designated by the Union when serving in the capacity of official Union business. Whenever possible, such unpaid leave will be taken in increments of at least one (1) day.

Section 2. The LCA may permit, with appropriate medical certification, unpaid leaves of absence for personal but not family medical reasons of up to, but not more than, one hundred eighty (180) calendar days per calendar year. Also, the LCA may permit unpaid leaves of absence for family hardship reasons of up to, but not more than, ninety (90) calendar days per calendar year, under the following conditions:

- (a) The employee must have exhausted all sick and vacation leave to be eligible to apply for an unpaid medical leave of absence.
- (b) The employee must make the request for the unpaid leave of absence in writing to his/her Supervisor, who in consultation with his/her Department Head will approve or disapprove the request.

Section 3. Request for unpaid leave of absence shall be made at least thirty (30) days prior to its commencement, if possible.

Section 4. Prior to commencing an unpaid leave of absence granted under the terms of this Article, an employee will be notified in writing of the monthly payment required in order to continue his/her health and life insurance coverage during the term of the unpaid leave of absence. The date by which payment must be made by the employee and the method of payment will be stated in the notification.

Section 5. During the term of the unpaid leave of absence, no sick leave, vacation leave, or seniority shall be accumulated, nor shall any such employee be entitled to holiday pay if a holiday occurs during the leave of absence.

Section 6. During the term of any unpaid leave of absence, employees shall not be eligible to bid as outlined in Article 12, JOB BIDDING unless said leave expires within fourteen (14) calendar days from the expiration of the posting period and the employee is available for work.

28. JURY DUTY/COURT DUTY

Section 1. An employee summoned/subpoenaed by a United States or Pennsylvania Court of Law to serve as a juror will be excused from work, if scheduled, and will receive his/her regular daily rate for those days attendance is required.

Section 2.

- (a) An employee who is asked to appear as a witness or is subpoenaed by a Federal Court of Law or a State Court of Law ~~United States Court of Law~~ to testify as a witness concerning matters related to the employee's LCA job will be paid at the rate equivalent to his or her hourly rate for those hours the appearance was required. Employees shall be given up to two (2) paid hours to return to work during a partial day where they serve as a juror or a witness in ~~a~~ Federal Court of Law or a State Court of Law ~~United States Court of Law~~. Employees shall be guaranteed pay up to the hours scheduled for the applicable days.
- (b) In the event an employee appears as a witness as required in (a) and is not scheduled to work that day, the employee will be paid at the rate equivalent to his/her hourly rate for those hours the appearance was required.
- (c) In the event an employee appears as a witness as required in (a) and is scheduled to work a shift in addition to the appearance, the employee will be compensated at the rate equivalent to one and one-half (1 ½) his/her hourly rate for those hours the appearance was required.

Section 3. In order to qualify for pay under this Article, the employee must present proof of service to the payroll clerk.

29. FUNERAL LEAVE

Section 1. Full-time employees who have completed four (4) months shall receive leave with pay in the event of a death in the family, subject to the following conditions:

- (a) The maximum leave shall be four (4) ~~work days~~ workdays off without loss of regular daily rate of pay in the event of the death of a member of the immediate family. The four (4) days off may be taken no later than the day of the funeral and continuing consecutively for the additional three (3) days beyond the day of the funeral. The

immediate family includes: Spouse, parents, children, brothers, sisters, grandparents, grandchildren.

- (b) The maximum leave shall be three (3) ~~work days~~~~workdays~~ off without loss of pay in the event of death of a member of the spouse's immediate family. The three (3) days may be taken no later than the day of the funeral and continuing consecutively for the additional two (2) days beyond the day of the funeral. The spouse's immediate family includes: Father, mother, brother, and sister.
- (c) The maximum leave shall be one (1) calendar day off without loss of pay, on the date of the funeral, for the purpose of attending the funeral of the spouse of the employee's brother or sister. The employee shall only be entitled to this date if he/she is scheduled for work that day.

~~**Section 2.** — Seasonal Part-time employees who have completed four (4) months of employment and who are scheduled to work twenty (20) hours or more per week shall receive leave with pay in the event of a death in the family subject to the following conditions:~~

- ~~(a) The maximum leave shall be three (3) four-hour (4 hour) workdays off without loss of regular daily rate of pay in the event of the death of a member of the immediate family. The three (3) four-hour (4 hour) days off may be taken no later than the day of the funeral and continuing consecutively for the additional two (2) four-hour (4 hour) days beyond the day of the funeral. The immediate family includes: Spouse, parents, children, brothers, sisters, grandparents, grandchildren.~~
- ~~(b) The maximum leave shall be two (2) four-hour (4 hour) workdays off without loss of pay in the event of death of a member of the spouse's immediate family. The two (2) four-hour (4 hour) days may be taken no later than the day of the funeral and continuing consecutively for the additional one (1) four-hour (4 hour) day beyond the day of the funeral. The spouse's immediate family includes: Father, mother, brother, and sister.~~
- ~~(c) The maximum leave shall be one (1) four-hour (4 hour) calendar day off without loss of pay, on the date of the funeral, for the purpose of attending the funeral of the spouse of the employee's brother or sister. The employee shall only be entitled to this date if he/she is scheduled for work that day.~~

30. DISCIPLINE AND DISCHARGE

LCA shall have the right to discipline or discharge any employee for just cause. Just cause may be grieved under the Article defining Grievance Procedure. In all cases involving the suspension or discharge of an employee, LCA must immediately notify the employee in writing of his/her discharge or suspension and the reason thereof. Such written notice shall also be given to the Shop Steward and a copy mailed to the local Union office within three (3) working days from the time of discharge or suspension. In all cases involving suspension, the suspension shall be consecutive days off.

With respect to disciplinary meetings, under normal circumstances, disciplinary meetings shall not occur unless the employee and Union have been provided twenty-four (24) hours' notice.

In situations where an investigation by LCA is necessary to evaluate an employee's alleged misconduct and/or infraction prior to issuing discipline, LCA will provide written notice within five (5) working days from the date the employee's alleged misconduct and/or infraction is reported to LCA, to the employee, Shop Steward, and Union, of LCA's intent to perform said investigation and the potential for disciplinary action. LCA will make reasonable efforts to conduct its investigation in an expeditious amount of time, factoring in the schedules of witnesses, employee leave time, company operations, etc. that may impact the timeframe in which an investigation can be completed.

~~The LCA shall have the right to discipline or discharge any employee for just cause. Just cause may be grieved under the Article defining Grievance Procedure. In all cases involving the suspension or discharge of an employee, the LCA must immediately notify the employee in writing of his/her discharge or suspension and the reason thereof. Such written notice shall also be given to the Shop Steward and a copy mailed to the local Union office within three (3) working days from the time of discharge or suspension. In all cases involving suspension, the suspension shall be consecutive workdays off.~~

31. GRIEVANCE PROCEDURE

Section 1.

- (a) The purpose of the Grievance Procedure shall be to settle all grievances between the LCA and the UNION as quickly as possible so as to assure employee efficiency and promote employee morale.
- (b) Should any employee or group(s) of employees feel aggrieved as a result of a LCA decision pertaining to wages, hours, or conditions of employment, adjustment shall be sought as follows by the employee with the assistance of the UNION:
- (c) Settlement must be attempted between the aggrieved employee, with the Plant Steward, and the immediate supervisor within five (5) working days of the initial occurrence of the matter which is the basis of the complaint. The immediate supervisor must give his/her answer within five (5) working days of the day the grievant was first brought before him/her. If the matter is not satisfactorily resolved at this step:
 - (1) Within five (5) working days of the day the immediate supervisor gives his/her answer, the grievant may appeal the matter in writing to the Manager or his/her designee. Settlement shall be attempted during a hearing with the Manager or his/her designee, the immediate supervisor, the grievant, the Steward, and the Chief Steward; this hearing shall be held within five (5) working days of the day the grievance was presented in writing to the Manager or his/her designee. The Manager or his/her designee will give his/her answer to the grievance within three (3) working days of the day of the hearing, if the grievance is not satisfactorily settled at this step.

- (2) Within five (5) working days of the day the Manager gives his/her answer, the Union may appeal the matter in writing to the LCA Chief Executive Officer, or his/her designee. The Chief Executive Officer, or his/her designee, shall conduct a hearing within fifteen (15) working days of the receipt of the grievance. At this hearing, the LCA shall consider the presentation from the Steward, Chief Steward, the grievant, and one (1) other representative of the ~~Union, and Union~~ and interested representatives of the LCA. Within fifteen (15) working days of the conclusion of the hearing, the LCA shall render a written decision.
- (a) The time limits stated in steps (1), (2), and (3) above may only be extended by mutual agreement, in writing, between both parties.
- (b) Upon mutual agreement of the parties, grievances may be submitted to recommended settlement. Such grievances shall be submitted following the procedure as outlined in (2) above. The parties will execute a Memorandum of Understanding covering each expedited recommended settlement on grievance matters.
- (c) Position classification grievances shall be excluded from steps (1) and (2) above and shall be processed starting at step (3).

Section 2. Upon mutual agreement of the parties, grievances may be submitted to state mediation for settlement. The decision of the state mediator may not be appealed or processed through Article 3~~2~~³ ARBITRATION of this Agreement.

32. ARBITRATION

Section 1. Either the LCA or the Union can appeal a grievance alleging a complaint arising out of the interpretation of this Agreement or the imposition of discipline. Contents of the job descriptions published by the LCA as part of the LCA's Job Classification and Pay Plan shall not be subject to the arbitration procedure. In order for a grievance to be taken to arbitration, it must first have been processed through the Grievance Procedure set forth in Article 32 of this Collective Bargaining Agreement unless the parties mutually agree to waive the steps set forth in Article 3~~1~~², GRIEVANCE PROCEDURE.

Section 2. Within thirty (30) workdays after the receipt of the written decision of the Chief Executive Officer, or his/her designee, either party may request arbitration. Request for arbitration shall be given by either party in writing by certified mail. Letters addressed to the LCA shall be addressed to the Chief Executive Officer, or his/her designee, and letters addressed to the Union shall be addressed to the Union President at an address to be designated by the Union. Within five (5) workdays after the receipt of such request, the parties shall attempt to agree on an impartial arbitrator. In the event the parties cannot agree upon an impartial arbitrator, they shall request a panel of five (5) arbitrators to be submitted by the American Arbitration Association, Philadelphia Office or by another mutually acceptable arbitration service. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association or of another mutually acceptable arbitration service. The jurisdiction and the authority of the arbitrator shall be limited to the resolution of the grievance. The arbitrator shall have no other jurisdiction or authority. The arbitrator shall have no right or authority to add to or subtract from this Agreement.

Section 3. The decision of the arbitrator shall be final and binding on both parties. Each party shall pay its costs of preparation for arbitration and shall pay one-half (½) of all other arbitration costs. Only one (1) grievance can be heard by each arbitration panel unless both parties agree to multiple grievance arbitration. Either party may request an official transcript of testimony at the arbitration hearing, in which case the costs of said transcript shall be borne by the requesting party.

Section 4. Three (3) representatives of the Union, in addition to the grievant(s), shall be granted time with pay, if scheduled to work, to attend the arbitration hearing.

Section 5. The LCA agrees that, in the event the Union initially declines to pursue a grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be tolled pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws, provided the following requirements are satisfied: (i) prior to the time for submitting the matter to arbitration as set forth above, the Union sends a written notice to the employee advising him/her of the right to appeal the Union's decision not to advance the grievance to arbitration, and the Union provides the LCA with a copy of that Appeal Notice; and (ii) the Union files for arbitration within the earlier of 120 days following the date of the Appeal Notice or 10 days following the Union's decision to grant the employee's appeal and pursue the grievance to arbitration.

33. WORK CLOTHING

- (a) LCA shall provide work clothing/uniforms and replacements in sufficient quantities to employees based upon the needs of the particular job. Work clothing needs shall be determined by the appropriate Manager with input from the Union and shall be obtained only with the approval of the Manager.

Initial issue to new hires shall include:

1. Winter Coat/Coveralls (1)
2. Fall Jacket/Sweatshirt (Orange) (1)

3. Long Sleeve Shirt ~~(3)~~(5)
4. Short Sleeve Shirt ~~(3)~~(5)
5. Pants ~~(3)~~(5)

- (b) All damaged/worn work clothing/uniforms must be returned to LCA before LCA provides replacement of such item(s).
- (c) The employee shall be responsible for maintenance and upkeep of all work clothing and/or uniforms.
- (d) Employees shall not wear these uniforms/work clothing when they are not working as a LCA employee.
- (e) When safety shoes are required by LCA, LCA agrees to reimburse employees for the purchase of such shoes, up to \$120.00, as often as twice per calendar year. LCA will implement a voucher system, such that employees may purchase such shoes through at least three (3) outfitters who will bill LCA for the cost of such shoes, up to \$120.00 per pair. The employee is responsible for providing LCA with the receipt for each set of shoes so purchased.

34. MEAL ALLOWANCE

Employees who are required to work an additional four (4) or more hours as an extension of their shift will receive one (1) meal allowance of \$12.00. Employees who are required to work for eight (8) or more hours on an emergency basis on a Saturday, Sunday, or LCA Holiday, and said work shift is not part of their regularly scheduled work shift, will receive one (1) meal allowance per work shift. Meal allowances shall be processed through LCA's payroll department.

35. CHANGES TO JOB DESCRIPTIONS

Should the LCA change or add to any Job Description, or create a new job, they shall bargain the adjustment to the rate of pay or bargain the initial rate of pay with the Union.

34.36. SAFETY

A system of safety committees shall be established that covers all work functions and areas with equal representation from the UNION and the LCA. The LCA shall determine the number and size of the committees. The UNION shall determine their representation on each of the committees. However, such representation shall be from the appropriate plant. The committees shall:

- (a) Identify hazardous areas, conditions, or procedures and recommend action to correct them.
- (b) Identify the need for and recommend necessary safety equipment including, but not limited to, safety shoes and other clothing.

- (c) Review and comment upon proposed safety standards or regulations.
- (d) Assist in formulating programs to increase the employee's knowledge and understanding of work safety and to foster safer working conditions in the LCA for the mutual benefit of both the LCA and the UNION.

The LCA shall provide necessary safety equipment including, but not limited to, safety shoes as required by reasonable safety standards and based upon the needs of the particular job.

Such safety equipment shall be obtained only with the approval of the Risk Manager and the appropriate Department Head.

LCA will form an Employee Communication Subcommittee within LCA's Incident Command Structure to address emergency situations that may arise that may last greater than two (2) weeks in duration. The Employee Communication Subcommittee will be made up of front-line supervisors and employees and will contain one (1) bargaining unit member chosen through mutual agreement of LCA and the Union. LCA will appoint a liaison from the Incident Command Team to work with the Subcommittee. The Subcommittee will provide feedback to the Incident Command Team's liaison regarding action plans developed and will support the communication of any such plans to employees. The appointed members of the Employee Communication Subcommittee will sign a statement of confidentiality agreeing to disperse only such information as approved by LCA to the employees.

35.37. MISCELLANEOUS

The LCA agrees to pay fees for licenses and certificates, and their renewals, that are required for employment in the employee's present position. For purposes of this Article, driver's licenses are excluded. However, the LCA shall pay up to a maximum of fifty dollars (\$50.00) towards the renewal of CDL licenses/endorsements. The fifty-dollar (\$50.00) maximum shall apply to the difference between the standard Pennsylvania Driver's License renewal fee and the CDL license fee including endorsements.

36.38. EDUCATION REIMBURSEMENT EDUCATION AND TRAINING

~~A maximum of ten (10) credits per employee per calendar year shall be eligible for reimbursement providing the credits are obtained in the employee's present field only.~~

~~Whether or not a particular course or training program meets the employment field requirement shall be made by the Human Resources Manager. Employee must receive approval for course or training before they become eligible for reimbursement. Forms for reimbursement can be obtained from the Department of Human Resources. Forms shall be submitted prior to taking a course.~~

~~All eligible employees who document their successful completion of job-related courses with a grade of "C" or higher or a passing grade in a Pass-Fail course shall be reimbursed one time only for each course that is successfully completed. Reimbursement shall be made through the Accounts Payable process after proper authorization.~~

~~Documentation of the successful completion of the approved course or training program shall be presented to the Department of Human Resources before reimbursement can be authorized. Proof of payment must be presented in the year in which the reimbursement is to be encumbered.~~

~~The maximum tuition reimbursement per individual employee in one calendar year shall be \$750.00. The maximum tuition reimbursement for the entire bargaining unit in one calendar year shall be \$20,000.00. All requests shall be considered on a first come, first served basis.~~

~~Employees leaving LCA employment before the expiration of a one-year period following completion of a course for which they have received reimbursement shall refund all of such reimbursement to the LCA.~~

LCA encourages the growth and development of each employee through continuing education and training. The program is administered by the Chief Executive Officer under the following general guidelines:

- a. With the Chief Executive Officer's approval, the Authority will pay for memberships in organizations, which relate closely to the management and operation of LCA's facilities and/or technical, legal, and administrative facets of LCA. Where possible, the memberships shall be made in the name of LCA; otherwise, membership shall be made in the name of the employee determined to be the appropriate representative of LCA.
- b. Selected employees may attend various seminars and conferences related to the activities of LCA, as deemed to be consistent with the needs of LCA. LCA will pay the appropriate costs incidental to such seminars or conferences. Reimbursable costs shall include the costs of membership, seminar or conference registration, course fee, books, supplies, travel, meals, and lodging. All such activity must be approved by the Chief Executive Officer prior to registration.

By providing a program of financial assistance, LCA encourages employees to take two types of studies, which will enhance their abilities. The first is non-degree work-related courses, such as operator training, computer instruction and technical schools. LCA will pay the appropriate costs incidental to such courses, excluding travel needs. If the employee fails to complete the course or leaves LCA before completing the course, LCA will be reimbursed for the costs incidental to the course, which may be through a payroll deduction. Proof of satisfactory completion is required; in the case of graded courses, a "C" grade or better is required.

The second type is for work-related degree program for undergraduate or graduate studies. Approval of a degree program is subject to concurrence by LCA's Board. LCA will reimburse the employee for fifty (50%) percent of the appropriate costs,

incidental to any course in such programs, excluding travel and meals, upon completion of the course with a grade "C" or better.

37.39. WAGES

The LCA will increase each base wage rate in the following manner:

Section 1. Regular employees shall receive:

- Effective January 1, 20~~21~~¹⁷, a ~~3.0%~~ 2.0% increase to base wages
- Effective January 1, 20~~22~~¹⁸, a ~~2.5%~~ 2.25% increase to base wages
- Effective January 1, 20~~23~~¹⁹, a ~~2.5%~~ 2.50% increase to base wages
- Effective January 1, 20~~24~~²⁰, a ~~2.5%~~ 2.75% increase to base wages

General Wage Increase and Step Increases will be effective on the first pay period following the effective date of the change.

Section 2. Seasonal Employees

- (a) Seasonal employees shall receive 20% less than the starting rate of comparable full-time positions.

38.40. LONGEVITY

Beginning with the fifth year of continuous full-time service, each covered employee shall be paid the sum of One Hundred Fifty Dollars (\$150.00) longevity pay for that year increasing thereafter as indicated on the following longevity chart until the maximum of Sixteen Hundred Seventy-Five Dollars (\$1,675.00) for ~~twenty-six~~^{twenty-six} plus years of continuous service shall be attained.

LONGEVITY SCHEDULE

Years of Service	Payment
5	150
6	250
7	300
8	350
9	450
10	500
11	575
12	675
13	725
14	775

15	875
16	975
17	1,025
18	1,125
19	1,175
20	1,325
21	1,400
22	1,450
23	1,500
24	1,550
25	1,650
26+	1,675 (not pyramided)

39.41. NO STRIKE, NO LOCKOUT

The Union agrees that there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned ~~work station~~workstation, or the abstinence in whole or in part from full, faithful, and proper performance of the duties of employment during the life of this Agreement. The LCA agrees that no lockout against any or all of the employees shall take place during the life of this Agreement.

Any employee who instigates or foments a strike, whether or not officially authorized by the Union, shall be discharged with appeal or recourse only on the fact situation involved.

40.42. PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM

All bargaining unit members shall be guaranteed participation in the Pennsylvania Municipal Retirement System in accordance with LCA's current plan of benefits and contributions. The formula for determining the monthly pension benefit an employee is eligible to receive upon retirement is: the employee's years of service multiplied by the average of the employees' three (3) highest consecutive years of pay, multiplied by 0.01667.

41.43. COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement which represents the complete agreement of the parties. Each party to this Agreement hereby waives the right to require the other party to negotiate concerning wages, hours, or other terms and conditions of employment which are set forth in the Agreement.

42.44. TERMINATION

This Agreement shall be effective **January 1, ~~2021~~2017** and shall continue through **December 31, ~~2024~~2020**. Notice of the desire to negotiate amendments to this Agreement shall be given in **~~2024~~2020** in accordance with the provisions of the Act of Pennsylvania General Assembly, Number 195.

In witness whereof, the parties hereto have hereunto set their hands and respective seals this ____ day of _____.

LEHIGH COUNTY AUTHORITY

BY: _____ Date: _____

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL NO. 32BJ

BY: _____ Date: _____

BY: _____ Date: _____

BY: _____ Date: _____

BY: _____ Date: _____

FINANCE & ADMINISTRATION

ACTION ITEM

1. Union Contract & Employee Manual Update – January 11, 2021

The Authority’s SEIU union contract expired on December 31, 2020, and a comprehensive contract renewal has been negotiated. The contract requires ratification by the bargaining unit members and approval by the Board. In addition, two changes to the Employee Manual are recommended to complement terms of the new contract.

2. COVID-19 Customer Relief Fund – January 25, 2021

As discussed over the past few months, the Authority will begin conducting water service terminations in the first quarter of 2021 to address the growing balance of unpaid water and sewer bills. To provide support for those customers impacted financially by the COVID-19 pandemic emergency, staff recommends establishing a customer relief fund that will provide small grants to eligible low-income customers who are facing service termination. Board approval of this program will be requested at the January 25, 2021 meeting.

DISCUSSION ITEMS

1. LCA 2020 Action Plan Status Update & Vision for 2021 – January 25 or February 8, 2021

Authority staff will provide a brief update on the status of goals established in the LCA 2020 Action Plan, and review primary goals for 2021.

INFORMATION ITEMS

1. Recently Purchased Investments – Certificates of Deposit (CDs)

Fund	Bank	Location	Gross Amount	Date of Purchase	Date Due	Net Rate %
LLRI CR	Industrial and Commercial Bank of China USA	New York, NY	245,000.00	8/28/20	2/28/22	0.200
WW Capac	Bank Hapoalim B.M.	New York, NY	249,000.00	8/26/20	8/26/22	0.250
WW Capac	Meridian Bank	Paoli, PA	249,000.00	8/28/20	2/28/22	0.150

- Cons Wtr (2) Consolidated Water (2)
- LLRI CR Little Lehigh Relief Interceptor Capital Reserves
- Cons LL2 (314) Consolidated Little Lehigh Relief Interceptor 2
- WW Capac Wastewater Capacity
- 2010 Wtr Cons A 2010 Water Construction, Series A Bond
- Wtr R&R Renewal and Replacement

2. Developments

Water system construction is occurring in the following developments:
 8323/8449 Congdon Hill Drive, 2 industrial lots with warehouses, LMT
 8615/8783 Congdon Hill Drive, 2 industrial lots with warehouses, LMT
 Fields at Indian Creek, Phases 4 & 5, 86 residential units (sfd), water and sewer, UMiIT & Emmaus
 Kohler Tract, 123 residential lots (sfa), water and sewer, UMiIT

Water system plans are being reviewed for the following developments:

749 Route 100, 1 industrial lot with warehouse, UMT
1047 Cetronia Road, 8 unit apartment building, UMT
5329-5347-5357 Hamilton Blvd., 1 commercial lot, LMT
5420 Crackersport Road, 1 commercial lot, UMT
ATAS International, 1 industrial lot, UMT
Cedarbrook Road Industrial Park, 2 industrial lots, LMT
Estates at Maple Ridge, 30 residential units (sfd), UMiIT
Hidden Meadows, Phase 2, 86 townhouse units (sfa), UMT
Laurel Field, Phase 5, 25 townhouses, UMT
Lehigh Hills, Lot 5 Phase 2, 240 residential units (sfd.), UMT
Lehigh Hills Townhouses, 24 townhouse units (sfa), UMT
Madison Village at Penn's View, 66 manufactured homes, 1 lot, water and sewer, LynnT
Mountain View Estates, 27 residential units (sfd), LMT
Parkland Crossing (formerly 1224 Weilers Rd Twins), 144 townhouse units, UMT - New
Ridings at Parkland – Phase 2, 38 residential units (sfd), NWT
Schoeneck Road, Lot 1, 1 lot warehouse, LMT
Shepherds Corner, 1 commercial lot, LMT
The Annex at Fields at Indian Creek, 22 S.F. residential units, Emmaus Borough - New
Towneplace Suites by Marriott, 91-room hotel, UMT
West Hills Business Center-Bldg H – 1 Commercial Lot, Weisenberg T

Sewage Planning Modules Reviewed in Prior Month:

The Lift Center, 526 S Aubrey Street, Allentown, 2,115 gpd.
Emmaus Commerce Center, Emmaus, 400 gpd.

WATER

ACTION ITEM

DISCUSSION ITEMS

INFORMATION ITEMS

1. Allentown Division – Water Main Replacement Program Cycle 5

The project is for the annual replacement of aged and/or failing cast iron water main in multiple locations throughout the City, in accordance with the new amended lease requirements (one mile per year), based on the design engineer’s risk prioritization protocol. The design engineer (Gannett Fleming) halted work on Cycle 5 following City Compliance office acceptance of the Cycle 5 main replacement prioritization, pending available funding. Capital Works has re-started Cycle 5 design phase for construction in 2021 of a water main replacement project. As of November 2020, LCA is in the process of negotiations for cost sharing with the City for road surface restoration and anticipates submitting substantially complete plans and specifications to the City for approval in December 2020. Bid phase is anticipated to occur in early 2021. **(No Change)**

2. Allentown Division – Water Filtration Plant: SCADA System Replacement

The project consists of the replacement of the existing SCADA System at the Water Filtration Plant. The purchase and installation of new servers, new control panel cabinets, new cabling, and new programming software will encompass this project. Board approval to purchase this equipment was granted at the August 27, 2018 Board Meeting. Replacement will be completed by early 2020. Construction is 99% complete. This project will be funded by LCA Allentown Division. Majority of hardware in place and running. Working through reporting and data collection items. Expected completion on 12/11/2020

3. Allentown Division – Water Filtration Plant: High Lift Pump VFD Replacements

The Water Filtration Plan (WFP) supplies water to residential and commercial customers in the City of Allentown, as well as wholesale water to surrounding communities. One of the critical elements at the WFP is the High Service Pumping System (HSPS), which is the primary means of conveying treated water into the distribution system. The HSPS has experienced regular failures of aging electrical components. The July 2017 Allentown Water Master Plan categorizes the pump variable frequency drives (VFDs) in very poor condition and notes that the VFDs are no longer supported by the manufacturer. This project will replace two of the existing VFDs and add a third VFD. This project was identified as unfunded in 2018 and 2019 prior to the dispute settlement with the City and may be supported through a PENNVEST loan pending. Board approval was granted at the 8/12/19 Meeting for the design phase of this project. Contract drawings representing 90% design were received in mid-November 2019. The design engineer also completed an “Arc-Flash” study in summer 2020 to identify related electrical deficiencies at the WTP. Final design engineering work was re-started in early September 2020 following execution of the new Agreement with the City. Capital Works met with a representative of PennVEST on 9/18/20 to discuss an upcoming application submission and final design completion schedule. Final design was completed in November 2020. Capital Works’ submitted the funding application and supporting documentation to PennVEST by the 11/4/20 application submission deadline for the 1/20/21 PennVEST meeting. The application has been deemed complete by PennVEST and DEP. **(No Change)**

4. Allentown Division – Water Filtration Plant: Raw Water Pump Room Painting Construction Phase

Since 2015, the piping and appurtenances of the high lift pump station (Phase 1) and the filter gallery (Phase 2) have been painted. It is the intent of Phase 3 to paint the piping and associated appurtenances in and around the raw water pump room, as the coatings are in poor condition. The project was advertised for bid in late December and bids were received mid-January. Construction phase Board approval was approved at the 2/10/20 Board meeting. The pre-construction meeting was held on 2/12/20, construction began in March and is currently on hold due to pandemic related concerns. Construction resumed in November 2020 and was completed in December 2020. The project is being closed out.

5. **Suburban Division – Upper Milford-CLD Interconnection Project (Kohler Tract)**

The project features the installation of a new booster pumping station and water main extension to interconnect the Central Lehigh Division (CLD) with the Upper Milford Division (UMD) allowing the abandonment of the UMD water supply facilities, and to provide water service to the proposed 123-lot Kohler Tract subdivision in Upper Milford Township. Costs are being shared between the LCA Suburban Division and the developer of the Kohler Tract (Jasper Ridge). Pumping station bids were opened on 4/25/19. Board approval for the construction phase of the project was granted at the 5/13/19 meeting and a preconstruction meeting was held on 6/25/19. The NPDES permit was issued on 3/9/20 and a premobilization teleconference was held on 3/19/20. Upper Milford Township has issued building permits. Construction is more than 95% complete. Punch lists of the remaining items to address were sent to the contractors. The station went on-line on November 19th.

6. **Suburban Division – Watershed Monitoring Program**

The project will include setting up a surface water flow-monitoring network for the Little Lehigh Creek. The work is in response to the Watershed Monitoring Plan that was developed and reported to LCA by AI Guiseppe (SSM, Inc.) in 2017. In 2018, USGS selected the Delaware River Basin to pilot the National Next Generation Integrated Water Observing System (NGWOS). The Little Lehigh Watershed was picked as a targeted area of the NGWOS Project and additional surface water and ground water monitoring stations will be developed. USGS and LCA met on 11/19/2019 to discuss the proposed monitoring stations and the program in general. A follow up meeting was held on 12/16/2019. USGS and LCA have now found all three GW monitoring wells, LE860, LE 861 and LE862, who's usage had all been discontinued decades ago and their locations were presently unknown. USGS is now checking the viability of using them again. USGS has now completed the installation of (4) new surface water (SW) Gauging Stations in the Little Lehigh Watershed and all are collecting data. Two additional SW stations need to be relocated because of the intermittent streams they were originally planned to monitor. Additional ground water (GW) flow monitoring stations are in the planning stages. All six (6) Fybr sites are currently collecting flow data and the calibration process is expected to last several months. Four (4) out of eight (8) planned weather stations are currently operational and are recording data. **(No Change)**

9. **Suburban Division – Buss Acres Pump Station Replacement Construction**

The project consists of the consolidation and replacement of two well stations with a single new pump station and a new water storage tank to replace two antiquated hydropneumatic pump stations. The new station will be a variable frequency drive controlled double pumping system with full SCADA control. The design will include radon reduction elements and also accommodate the future installation of additional radon removal equipment, to be implemented upon DEP's mandate of a regulatory limit. The project is in construction phase. The Notice to Proceed was issued to the contractors on 9/24/19. Construction began in February 2020 and is approximately **40%** complete. Equipment delivery delays from the pre-cast building manufacturer have slowed the progress of this project. The building is scheduled to be delivered in mid-December. **(No Change)**

10. Suburban Division – Water Meter Reading Equipment Upgrade

LCA's capital program includes the replacement of 20,000 transceiver units, and 10,000 units will be replaced 2019 with the remaining to be replaced in 2020 under separate authorization. The new units have a 20-year battery life and are compatible with the new meter reading software purchased in 2017. This project will replace 100% of the remaining old style radio units over a two-year period. Construction phase services for the first round of 10,000 units was approved at the 5/13/19 Board meeting. Construction began in July 2019 and a change order was issued to the contractor for the installation of the remaining transceiver units that were originally scheduled for replacement in 2020, in order to expedite the completion of the work under the program and take advantage of favorable contract unit pricing. The project is substantially complete. The contractor completed replacing radios that were not working properly on December 2 and will return in January to complete any additional accounts that can be scheduled by LCA. **(No Change)**

11. Suburban Division - Additional (Redundant) Water Supply - Small Satellite Divisions

This Project focuses on the development of an additional well for the Madison Park North (MPN) system per DEP guidelines to have a backup source of water supply. An agreement is in place with an adjoining property owner to MPN to drill a test well on their property. The "step drawdown test" was performed on 3/26/19 and indicated that the test well is a viable backup source to Well 1. A Pre-Drilling and Aquifer Test Plan was approved by DEP in late September of 2019. Authorization was granted at the June 22 Board meeting for aquifer testing of the proposed well as per the combined Pre-Drilling and Aquifer Test Plan. Well testing was performed in August in coordination with LCA's engineer. Testing was halted upon discovery of a water bearing zone blocked by casing pipe grouting. A second test well location has been identified on the same property and well drilling has been completed with positive results. Test Well 2 is more productive than the existing source for the system (Well 1). A sustained pump test of Well 2 will be completed as soon as hydrogeologic conditions are favorable, with DEP permitting to follow.

12. Arcadia West Division – Water Storage Tank Replacement

The Arcadia West water storage tank has had several leaks in recent years and the coating has reached the end of its useful life. This project is for the replacement of the tank with a new concrete reservoir. Design phase authorization was awarded to Entech Engineering at the April 27, 2020 Board meeting. This project will be funded by the LCA Suburban Division. Design is underway and expected to be completed and ready for bid in the first quarter of 2021. The Public Water Supply Permit Application is under review by DEP.

13. Allentown Division – 36" DI Water Main Condition Assessment

Water distribution system consultant Gannett Fleming, Inc is working with Pure Technologies to develop a condition assessment project focusing on the 36" ductile iron transmission line that feeds the north end of Allentown and Huckleberry Ridge Reservoir. This line has had two recent major failures and it would be beneficial to determine if there is a root cause for these failures that can be corrected to prevent further damage and water loss. The work was performed on December 14-15, 2020. A full report will be available within a few weeks.

WASTEWATER

ACTION ITEM

1. **Kline's Island Sewer System – Act 537 Planning: 2021 Flow Data QA/QC – January 25, 2021**

As part of the Interim Act 537 Plan, the municipalities served by the Kline's Island Sewer System have committed to completing a sewage flow metering and modeling project beginning in 2021. The flow metering data will be used to prepare sewer modeling and identify the capital improvements needed to meet the future sewage capacity needs of the region through 2050. The flow metering program will include a mix of temporary meters (~63), existing sewage billing meters (~24), and various permanent, non-billing Signatory meters (~11). Flow metering services will be provided by Flow Assessment Services, as previously authorized in 2020. To ensure the data collected from the nine-month monitoring period are accurate and to ensure the validity of the resulting hydraulic model, a rigorous quality assurance and quality control program must be implemented. Approval of a consulting engineer's proposal for this work will be requested at the January 25, 2021 Board meeting. Costs associated with these services will be paid by the City of Allentown and reimbursed through existing intermunicipal agreements and by City customers through the use of the Administrative Order Fee.

2. **Sand Spring Wastewater Treatment Plant Upgrade – General Contract Change Order No. 1 – January 25, 2021**

The scope of work for the replacement of the aging Sand Spring WWTP includes the drilling and development of a new well to supply utility water to the plant. During construction phase it became apparent that the prospect of drilling and development of a well would result in excessive costs, due to the geology in the immediate vicinity and based on discussions with the property owner concerning historical well development initiatives and low yield. LCA staff investigated connecting the facility to the existing LCA water system at the Sand Spring Apartment complex, which is part of LCA's North Whitehall Division. A proposal was requested from the General Contractor to connect to the LCA water system at Sand Spring Apartments, and a change order was drawn up for the additional cost. This represents a value-added feature for the facility and has a lower overall life cycle cost in that operation and maintenance of a well pump, pressure tanks, and assorted controls are not required. Approval of this Change Order will be requested at the January 25, 2021 Board meeting.

DISCUSSION ITEMS

INFORMATION ITEMS

1. **Allentown Division – Kline's Island WWTP: Phase 1 AO Design Improvements**

This project includes the design of the AO improvements at the wastewater treatment plant. This conceptual design concept was approved by the City and the relevant final deliverables were received by LCA. The City then directed LCA to proceed with the final design of improvements related to the blending alternative. Board approval for the Professional Services Authorization with Kleinfelder East, Inc. was granted at the September 11, 2017 Board Meeting. The project is identified as Administrative Order Work and will be funded by the City. The 30% design drawings and specifications have been received. The City directed to "pause" the design phase of the project. The City has now directed LCA to keep this project on indefinite hold. **(No Change)**

2. **Allentown Division – Kline's Island WWTP: Max Monthly Flow Capacity Evaluation**

DEP has noted that the KIWWTP has been performing at a high level and meeting its permitted effluent quality limits during a period of prolonged wet weather since early 2018. This study will

provide the basis for confirming the plant's maximum monthly average that can be sustained during prolonged periods of wet weather – while remaining in full compliance with effluent quality requirements of the plant's permit. Approval of the study was granted at the 8/26/19 Board Meeting. The study was completed in mid-October 2019 and a Part II Permit was sent to DEP on 10/18/19. The permit is expected to be resubmitted in mid to late January 2021, with or without action taken by DEP on the Interim Act 537 Plan (submitted in September 2020). Therefore, the original permit submission is 100% completed – awaiting Revision #1. This project is considered an AO expense under terms of the Lease and is City funded.

3. **Allentown Division – Lehigh Street (Rte. 145) Water and Sewer Main Relocation Project**

As part of the Pennsylvania Rapid Bridge Replacement Program, the proposed replacement of the Lehigh Street Bridge near the intersection with MLK Boulevard has required the relocation of existing City water and sewer lines that are located within the PennDOT right of way. Because the bridge is owned by Lehigh County and not the Commonwealth, the normal PennDOT relocation reimbursement schedules do not apply. Therefore, the County and LCA have executed an agreement on cost reimbursement on similar terms. LCA's engineer is working on behalf of LCA on a final sewer relocation design that minimizes the extent of the relocation. There will be less water infrastructure relocation work required since the existing water main is attached under the bridge and will be reattached after the new bridge is constructed. Construction will commence in 2021. **(No Change)**

4. **Allentown Division – Sanitary Sewer Collection System: I&I Source Reduction Program Plan (Year 2)**

This project includes the design of the City of Allentown's I&I Source Reduction Program Plan. In 2014, Video Pipe Services complete various CCTV inspections throughout twenty Primary and Secondary Basins. All pipe segments that called for complete pipe replacement have already been repaired. The remaining source reduction activities within the twenty Basins have been organized into a 5-Year Plan, with each year focusing on a different geographic region of the City's sewer collection system. Design has been approved for all five years, with the first project commencing in 2020 and the last project finishing in 2024. The "Year 1 Project" was completed in June 2020. Year 2 details are being finalized with construction anticipated to start in Q2 of 2021. Board approval for the Year 2 construction phase is anticipated in late February or early March. This project is considered an AO expense under terms of the Lease and is City funded.

5. **Kline's Island Sewer System – Regional Sewer Capacity & Wet-Weather Planning – Interim Act 537 Plan Preparation**

Following several months of discussion with the Pennsylvania Department of Environmental Protection (PA-DEP), all municipalities flowing into the Kline's Island Wastewater Treatment Plan have agreed to complete an Interim Act 537 Plan ("Interim Plan") by September 2020. This Interim Plan will primarily consist of projecting new connections to the regional sewer system from 2021 through 2025 and outlining steps to be taken during this timeframe to prepare a full Regional (Long-Term) Act 537 Plan ("Regional Plan"). This two-step planning process has been developed to allow all municipalities to work cooperatively toward a Regional Plan to meet future sewer capacity needs of the region, and to provide proper regulatory oversight and control of new connections to the system while the Interim Plan is in force from 2021 to 2025. To begin the process of compiling the Interim Plan, a consulting engineer has been preliminarily retained, and approval of their full Professional Service proposal was granted at the February 10, 2020 Board meeting. Costs associated with the development of the Interim Plan will be paid by the City of Allentown and reimbursed through existing intermunicipal agreements and by City customers through the use of the Administrative Order Fee. As of late August 2020, the Interim 537 Draft is 100% completed and was delivered to sixteen planning commissions on 3/16/2020. Planning commission meetings occurred with public advertisement opening on 6/10/20 and closing on

7/10/20. Municipal resolution adoptions occurred in August and the Plan was delivered to DEP on 9/4/20. **(No Change)**

6. **Kline's Island Sewer System – Regional Sewer Capacity & Wet-Weather Planning – Sewage Billing Meter QA/QC Data Analytics and 2021 Flow Metering Preparation**

As part of the Interim Act 537 Plan, the municipalities served by the Kline's Island Sewer System have committed to completing a flow metering and modeling project beginning in 2021. The flow metering data will be used to prepare modeling and identify the capital improvements needed to meet the future sewage capacity needs of the region through 2050. The flow metering will include a mix of temporary meters and the existing sewage billing meters. Data delivery and storage procedures, quality assurance, and flow analytics need implemented in 2020 for these sewage billing meters. Without this meter development program, the data cannot be used from these billing meters. Therefore, to prepare for 2021 flow metering, a consulting engineer has been preliminarily retained, and approval of their full Professional Service proposal was granted at the April 27, 2020 Board meeting. Costs associated with the development of the QA/QC data analytics and the 2021 flow metering preparation will be paid by the City of Allentown and reimbursed through existing intermunicipal agreements and by City customers through the use of the Administrative Order Fee. **(No change)**

7. **Regional Act 537 Plan Alternatives Analysis: Pretreatment Plant Upgrade Option**

To begin the process of developing the long-term Regional Act 537 Plan, the evaluation of the LCA Pretreatment Plant Alternatives was identified as an immediate need to assist with completing the full alternatives analysis to be completed within the next five years. The alternative to upgrade the Pretreatment Plant to full treatment was previously evaluated in the 2011-2016 timeframe. Additional study is required to fully evaluate the facility's capacity to treat current and future dry-day, wet-weather, and peak flows. To complete this evaluation, LCA staff has received proposals for two engineering firms that will serve in Program Manager and Technical Lead roles. The Program Manager will oversee all alternatives being evaluated at both the Pretreatment Plant and Kline's Island Wastewater Treatment Plant in Allentown as the Act 537 Plan is being developed. The Technical Lead will provide specific engineering and treatment plant modeling services to support evaluation of the Pretreatment Plant alternatives. Board approval for these professional services authorizations was granted at the 8/24/2020 meeting. Final reports are expected by June 2021. **(No change)**

8. **Suburban Division – Western Lehigh Service Area: 2020 Flow Metering Program**

Future flow metering work is anticipated over the next several years for both the Western Lehigh service area as well as the entire regional Kline's Island Sewer System. In 2020, the Western Lehigh group will conduct flow metering for a period of eight months to gather additional data on inflow and infiltration and the impact of prior rehabilitation work. It is anticipated that more extensive flow metering will be required in 2021 and 2022 to develop a Regional Plan. Approval of a Professional Services Authorization and three-year contract with Flow Assessment Services was granted at the February 10, 2020 Board meeting. On February 10, 2020, the Board approved a Professional Services Authorization for Arcadis to provide quality assurance and data analysis services for the 2020 flow monitoring program. As of late December 2020, data collection is 100% completed. The QA/QC of the data is ongoing.

9. **Suburban Division – Western Lehigh Service Area: 2020 Sewer Modeling**

The Western Lehigh Sewer Partnership (WLSP) hydraulic model has been calibrated using 2019 flow meter and rainfall data and is available to support long-term Act 537 planning for the Western Lehigh Interceptor (WLI). Five separate modeling tasks will be performed in order to facilitate broader Kline's Island Sewer System (KISS) planning need discussions. The results of this 2020 modeling will help to inform further future modeling decisions and alternative analyses

that will occur during the full KISS model calibration period in 2022. A consulting engineer has been retained and full authorization was granted at the 5/11/2020 Board meeting. A presentation was presented to the Board at the 8/10/20 Board Meeting. The full model results will be available by early 2021. The project is funded by the LCA Suburban Division.

10. **Suburban Division – Park Pump Station Force Main Rehabilitation**

The Park Pump Station and Force Main line were constructed in 1980 to provide wet weather relief to the Little Lehigh Creek Interceptor, which conveys wastewater from ten municipalities from outlying areas to the Kline's Island Wastewater Treatment Plant (KIWWTP). The force main consists of 8,715 linear feet of prestressed concrete cylinder pipe (PCCP) of various sizes (2,615' of 24"; 2,695' of 30"; and 3,405' of 36"), and connects with the 54" sanitary sewer interceptor that runs to KIWWTP. PCCP is particularly sensitive to deterioration due to hydrogen sulfide gas from wastewater, and corrosion of exposed reinforcing steel can result in structural degradation and pipe failure. An internal investigation of the pipe is required to assess the condition of the PCCP pipe and identify damage areas, in order to determine the locations and extent of rehabilitation needed to restore the level of service, prolong service life, and mitigate the risk of failure. LCA will conduct a limited manned inspection (tentatively Q2 of 2021) of the force main pipe at 5 air release valve (ARV) locations, 100 feet in both directions from the ARV manhole, which will be used as the initial evaluation of the representative condition of the pipe. Three, one-day trial runs (on a Saturday) were completed in Q4 of 2020 to verify the amount of time available to keep Park Pump Station offline. The pump station must be inactive in order to perform the investigations. **(No change)**

11. **Suburban Division – Wynnewood WWTP Upgrade Project**

Wynnewood Terrace WWTP was constructed in 1980 by the developer to serve the Wynnewood Terrace subdivision, located in the Laury's Station area in North Whitehall Township. Sewer service is provided to approximately 217 residential and 2 commercial properties. LCA acquired the system in 2003. The plant, while meeting effluent limits, has reached the end of its useful life with respect to corroded structural steel tanks and outdated mechanical equipment and is to be replaced with this project. The new facility shall meet the effluent limits criteria established in the DEP and DRBC permits, including new or additional limits that may be imposed during the permitting process. Design phase was authorized in February 2017 and was concluded in late Summer 2018. The DEP Part 2 Water Quality Management Permit was received in March 2018. The project was advertised for bid in August 2018, bids were opened in September 2018, and bids were authorized for award at the October 22, 2018 Board meeting. Construction work mobilized in early 2019 and was substantially completed in October 2020, with testing, start-up and training tasks completed. Construction is approximately 99% complete as of November 2020. Outstanding work consists of final restoration and demolition of the existing plant. **(No Change)**

12. **Suburban Division - Lynn Township Corrective Action Plan**

Excessive inflow and infiltration (I&I) and high wet-weather flows into the Lynn Township sewer system has been ongoing and increasingly challenging to address. As noted in LCA's monthly operations reports, treatment plant bypasses and sanitary sewer overflows have occurred in this system and must be addressed. On 6/4/19 a meeting was held with DEP, Lynn Township and LCA representatives as a result of a hydraulic overload at the wastewater treatment plant, based on 2018 Chapter 94 Report monthly plant flows. At the meeting, DEP directed LCA to submit an amendment to the pre-existing Corrective Action Plan (originally submitted by Lynn Township Sewer Authority) to include an updated system condition assessment and an outline of steps to be taken to mitigate I/I flows and maintain NPDES permit compliance. The Corrective Action Plan (CAP) includes structural and non-structural initiatives and involves coordination with the host municipality. The framework for the CAP was shared with the Board in February 2019. A

meeting was held at Lynn Township with DEP in June 2019 to discuss the Lynn Township CAP and Township sewer planning/growth issues, and DEP directed LCA to submit a CAP Amendment by the end of summer 2019. The CAP Amendment contained an updated sewer system condition assessment and a corrective plan to further mitigate I/I flows. Updated CCTV work of the entire system was substantially completed in August 2019, and the inspection data was summarized in the CAP Amendment and is being used to scope a capital repair project. The Lynn Township Board of Supervisors adopted a sewer system rules and regulations ordinance on 9/12/19, which gives LCA the authority to inspect private laterals and facilities for illegal connections and perform follow-up enforcement. A meeting with DEP and Lynn Township representatives was held on 1/15/20 to discuss the CAP Amendment and plan moving forward. DEP sent a letter to LCA dated 6/8/20 granting 55 EDUs of sewer allocation relief for new connections to the system. **(No Change)**

13. Suburban Division - Heidelberg Heights Corrective Action Plan

On 2/11/19, DEP submitted a notice of violation to LCA regarding bypasses and permit exceedances at the Heidelberg Heights wastewater treatment plant. As discussed with the LCA Board during several meetings in 2018, this small satellite system has been challenged by high groundwater levels and significant infiltration and inflow (I&I) of clear water into the sewer system during rain events. LCA staff met with DEP officials on March 6, 2019 to discuss the problems and, as a result, LCA prepared a comprehensive Corrective Action Plan (CAP) and submitted DEP on 5/5/19. A draft of the plan was attached for Board review at the 4/22/19 Board meeting. The final CAP was submitted to DEP on 4/29/19. The Heidelberg Heights Board of Supervisors approved the advertisement for adoption of a sewer system rules and regulations ordinance on 9/19/19, which gives LCA the authority to inspect private laterals and facilities for illegal connections and perform follow-up enforcement. The ordinance was adopted by the township the in October 2019. A Consent Order & Agreement (CO&A) was drafted by DEP and sent to LCA in May 2020, which incorporates the projects and schedule outlined in LCA's proposed CAP. The final CAP was adopted by resolution by the LCA board at the 6/22/20 meeting. **(No Change)**

14. Suburban Division – Sand Spring WWTP Upgrade Project Construction

The Sand Spring WWTP was constructed in 1972 by the developer to serve the Sand Spring development, located in the Schnecksville area in North Whitehall Township. Sewer service is provided to approximately 248 apartment units, 8 commercial properties, and an elementary school. Lehigh County Authority (LCA) acquired the system in 2005.

The plant, while meeting effluent limits, has reached the end of its useful life. The plant is constructed of in-ground steel tanks that are in poor condition, with areas of corrosion and loss of structural integrity. The mechanical and electrical systems are also at the end of their service life and in need of replacement. The proposed project includes replacement of the existing treatment facility in entirety with new technology and concrete tanks appropriate for the wastewater flows and loading characteristics. The new facility shall meet the effluent limits criteria established in the respective DEP and DRBC permits, including new or additional limits that may be imposed during the permitting process. Design phase was authorized in February 2017 and final design was delayed due to DEP Part 2 Water Quality Management and NPDES permitting issues. DEP approval of the Water Quality Management Permit was received in late December 2018, the design was finalized in late Spring 2019, and the project was advertised for bid in July 2019. Bids were opened on 8/13/19 and construction phase authorization was approved at the 8/26/19 Board meeting. A pre-construction meeting was held on 11/1/19 following execution of contract documents. Conditional Use approval and land development waiver were granted by North Whitehall Township in Spring 2020. Construction mobilization for site work occurred in late winter 2020 and construction is proceeding. Substantial completion and start-up of the new facility is anticipated for early 2021. **(No Change)**

15. Suburban Division - Trexlertown Wastewater Storage Facility

As part of the Western Lehigh service area's Sewer Capacity Assurance & Rehabilitation Program (SCARP), a conveyance capacity "bottleneck" was identified in the Trexlertown area of the Western Lehigh Interceptor, and this area was assigned a high priority due to occurrence of sanitary sewer overflows and basement backups in the vicinity. A parallel interceptor was originally conceived to run approximately from Cetronia Rd to Spring Creek Rd. The concept was modified to focus on providing storage capacity in the system for this area, due to concerns about downstream hydraulic impacts. This project is an interim solution to address local impacts of the system bottleneck, and will become part of the future long-term solution to alleviate regional conveyance capacity challenges. A pre-design feasibility study is being performed to evaluate various engineering alternatives, including an "in-line" parallel storage tank, conventional concrete tank (flow equalization basin), or other options. Award of the pre-design feasibility study to HDR was authorized at the 10/21/2019 Board meeting. The study is proceeding based on modeling information provided to date from Arcadis and a draft report is expected in early February 2021.

16. Suburban Division – Lynn Township Manhole Rehabilitation Project

This project involves the rehabilitation of manholes in the Lynn Township service area found to be structurally deficient &/or leaking. The project includes frame and cover replacement, interior pipe connection grouting, exterior concrete work and sealing of manholes, and sealing around manhole frames located within roadway surfaces that are found experiencing infiltration through the frame and cover. The purpose of the project is to eliminate inflow and infiltration into manholes in the system. The project scope includes approximately 185 manholes will be rehabilitated in 2020. The project was advertised for bid in early June 2020, bids were opened on 6/26/20, and construction phase authorization was approved at the 7/13/20 LCA board meeting. Construction will be completed by early 2021.

17. Suburban Division - Heidelberg Heights 2020 Sanitary Sewer Replacement Project

In accordance with the adopted, executed Corrective Action Plan mandated by DEP, LCA is required to complete annual I/I mitigation projects to eliminate hydraulic overloads and bypass events at the Heidelberg Heights wastewater treatment plant. The Order requires that all original vitrified clay sewer main and lateral pipe be replaced within the next 5 years. This project was originally advertised for bid in March 2020 and bids were opened on 3/24/20. The low bid price exceeded this capital project construction budget for 2020, and the LCA board authorized rejection of bids at the 4/13/20 board meeting. The project scope was modified to reduce cost and the project was re-advertised for bid in June 2020, bids were opened on 7/13/20, and board authorization of construction phase was approved at the 7/27/20 LCA board meeting. Construction will be substantially completed by early 2021.

18. Suburban Division – Western Lehigh Manhole Rehabilitation Project

This project involves the rehabilitation of key manholes in the Western Lehigh Interceptor service area. The project includes flood-proofing, interior pipe connection grouting, exterior concrete work and sealing of manholes, particularly those manholes that are in close proximity to the floodway and experience floodwater inundation. The purpose of the project is to eliminate floodwater inflow into the system. The project scope includes approximately 50 manholes to be rehabilitated in 2020 as part of a phased manhole rehabilitation program. The project was advertised for bid in April 2020, bids were be opened on 5/12/20, and construction phase authorization was approved at the 6/8/20 board meeting. Construction has been completed and project closeout is anticipated to be completed in early January 2021.

19. **Allentown Division – Kline’s Island WWTP: Sodium Hypochlorite System Installation Project – Construction Phase Approval**

This project involves the replacement of the existing gaseous chlorination system at the Kline’s Island Wastewater Treatment Plant (KIWWTP). The use of gaseous chlorine for effluent disinfection, while reliable, is outdated and creates significant public health and employee safety risks. In addition, the existing equipment has reached the end of its useful life. The 2018 KIWWTP Master Plan recommended abandoning gaseous chlorine and switching to (liquid) sodium hypochlorite. The design commenced in March of 2019 and was completed in early 2020. The project was advertised for bid in February 2020 and bids were opened on 4/14/20. Construction phase was authorized at the 6/8/2020 Board meeting and the contractor mobilized in late summer 2020. The project is anticipated to be completed in the first quarter of 2021. The project will be funded by the LCA Allentown Division. **(No Change)**

20. **Suburban Division – Western Lehigh Service Area: Revenue Planning Tool**

As part of the long-term Act 537 planning process, a revenue planning tool is required to help predict the impact of proposed system modifications in the Western Lehigh Service Area. This tool will simulate financial impacts based on current and future flows and loads and utilizing the terms of existing inter-municipal agreements. For the alternatives being evaluated by LCA’s engineering consultants for potential upgrade of the Pretreatment Plant to full treatment, the revenue planning tool will simulate changes in future flows and loads and general financial analyses to assist with decision-making regarding these alternatives. Prior phases of this work were completed in 2019 and 2020 to review the assumptions and parameters required to develop the financial model. The next phase includes developing the revenue planning tool for use when the engineering work is completed by mid-2021. Authorization for Phase 2 (development of the actual revenue planning tool) was approved at the 12/14/2020 Board Meeting.