

**Wednesday, March 3, 2021  
Board of Commissioners Meeting - 7:00 PM**

**Meeting Held Via "GoTo Meeting" (See SWT Website Link)**  
**\*Agenda Packet, Recordings, & Minutes Location: [www.boarddocs.com](http://www.boarddocs.com)**  
**USERNAME: swhitehall**  
**PASSWORD: swtpublic**

**1. CALL TO ORDER**

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A. Roll Call

**2. PLEDGE OF ALLEGIANCE**

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**3. NOTIFICATION**

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A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted on BoardDocs for the Public's access.

**4. MINUTES**

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A. February 17, 2021 - BOC Meeting Minutes - **Page 3**

**5. PRESENTATIONS**

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A. Lehigh County Executive, Phillips Armstrong - Yearly Visit

**6. ORDINANCES**

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**7. RESOLUTIONS**

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**8. MOTIONS**

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A. Motion to approve the Tentative Agreement between Teamsters Local #773 and South Whitehall Township for years 2021 to 2024 and to authorize the Township Manager and Board President to execute the Tentative Agreement and take all necessary steps to implement it, including executing a consolidated collective bargaining agreement that incorporates the terms of the Tentative Agreement. - **Page 11**

**9. CORRESPONDENCE AND INFORMATION ITEMS**

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A. Boards and Commissions - Informational Items - **Page 21**

**10. DIRECTION/DISCUSSION ITEMS**

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**11. OLD BUSINESS**

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- A. Wehr's Dam - Status
- B. Campus Renovation Project - Status
- C. Credit Cards - Status

**12. COURTESY OF THE FLOOR**

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**13. PAYMENT OF INVOICES**

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A. Invoices and Purchasing Requisitions have been reviewed by the Township Manager and the Director of Finance, who authorize that checks be issued to pay bills as tabulated.

**14. EXECUTIVE SESSION**

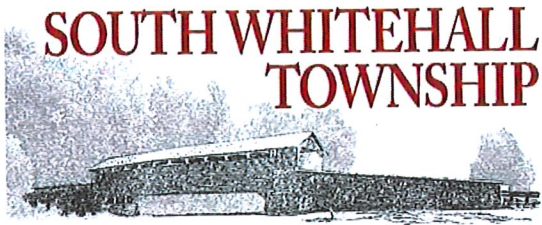
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A. Scheduled Accordingly.

**15. ADJOURNMENT**

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A. Motion to Adjourn.



**BOARD OF COMMISSIONERS**

**PUBLIC MEETING**

**AGENDA-MINUTES**

**February 17, 2021**

**1. CALL TO ORDER: 7:00 p.m.**

**As this is a virtual GoTo Meeting, Township Manager, Renee Bickel took a Roll Call for attendance purposes as follows:**

- Commissioner Wolk: HERE
- Commissioner Mobilio: HERE
- Commissioner Setton: HERE
- Commissioner Kelly: HERE
- Commissioner Morgan: HERE

Attendees: Commissioner Christina (Tori) Morgan, President  
 Commissioner Diane Kelly, Vice President  
 Commissioner Michael Wolk, Assist. Secretary  
 Commissioner Matthew Mobilio  
 Commissioner Joe Setton  
 Joseph A. Zator, Twp. Solicitor, Zator Law Offices  
 Anthony Tallarida, Twp. Engineer, The Pidcock Company  
 Renee Bickel, Township Manager - Absent  
 Randy Cope, Director of Twp. Operations  
 Herb Bender, PW Superintendent  
 Mike Elias, PW Utility & MS4 Coordinator  
 Scott Boehret, Finance Manager  
 Chief Glen Dorney, SWT Police Department  
 Dave Manhardt, Director of Community Development  
 Tracy Fehnel, Exec. Assistant

**2. PLEDGE OF ALLEGIANCE**

**3. NOTIFICATION: All Public sessions of the South Whitehall Township Board of Commissioners are electronically recorded, filed, and posted on BoardDocs for the Public's access.**

**\*(boarddocs.com; USERNAME: swhitehall; PASSWORD: swtpublic)**

For the record, President Morgan advised that the Board met in Executive Session on February 5<sup>th</sup>, 10<sup>th</sup>, and prior to this evening's meeting to discuss personnel and legal matters.

**4. MINUTES**

**a. February 3, 2021 - BOC Meeting Minutes**

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, to approve the February 3, 2021 BOC Meeting Minutes as presented.

Roll Call Vote as follows:

Commissioner Wolk: AYE  
Commissioner Mobilio: AYE  
Commissioner Setton: AYE  
Commissioner Kelly: AYE  
Commissioner Morgan: AYE  
Motion carried.

5. **PRESENTATIONS:** None.

6. **ORDINANCES:** None.

7. **RESOLUTIONS:**

a. **A Resolution Granting Preliminary-Final Approval to a Major Plan Entitled "Shia Ithna Asheri Jamaat of Pennsylvania"**

Dave Manhardt, Director, Community Development Department explained this application was before the PC on December 17, 2020. Property located at 1500 Ridgeview Drive. Plan proposes tearing down existing mosque, replacing with a larger mosque with parking lot and storm water improvements related to that. Note – As of yet, we have not received the LVPC letter, which was a condition of approval; however, Dave indicated he did not anticipate a negative determination. Also, noted that the timeline is up tonight. If there is no action by the Board this evening, we would need a waiver from the time limitation to review the plan. We did receive a signed copy of the Acceptance of Conditions. Also, it does meet parking requirements for a mosque. Township Engineer Tony Tallarida said the reason for the removal of the 13 parking spaces is they are adding a few more sidewalks around in order to mimic the impervious cover, so that there was no change in the stormwater on the site.

The Board's questions were answered; there were no questions/comments by the Public.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Setton, granting P-F Approval to Plan "Shia Ithna Asheri Jamaat of Pennsylvania" as discussed.

Roll Call Vote as follows:

Commissioner Wolk: AYE  
Commissioner Mobilio: AYE  
Commissioner Setton: AYE  
Commissioner Kelly: AYE  
Commissioner Morgan: AYE  
Motion carried.

b. **A Resolution Granting Preliminary-Final Approval to a Major Plan Entitled "Proposed Parking Lot Improvements 798 Hausman Road"**

Dave Manhardt, Director, Community Development Department explained this application was also before the PC on December 17, 2020, where they recommended approval. The property is located at 798 Hausman Road (it is the LV Health Network building). It included driveway, parking lot improvement upgrades and stormwater. Note – This application, if

there is no action by the Board, would require a waiver due to the time limitation to continue because of the deadline.

There were no comments/questions by the Board or Public at this time.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, granting P-F Approval to Plan "Proposed Parking Lot Improvements 798 Hausman Road" as discussed.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**c. A Resolution Amending Resolution No. 2019-67 which Granted Preliminary-Final Approval to a Major Plan Entitled "1960 Harold Avenue" to Include an Additional Waiver Granted to SALDO Section 312-39(e)**

Dave Manhardt, Director, Community Development Department explained this application came before the BOC at the December 18, 2019 meeting. Application is for some lot consolidations and subdivisions to put in a bank of five townhouses. They are requesting a waiver from the section of the SALDO which deals with the soil erosion and sediment control plans that are reviewed by the LV Conservation District. Staff has concerns that if these requirements are waived, there is no capability to enforce the soil erosion and sediment control plan. Being that it is located in an existing developed residential area, any soil erosion would definitely be felt and seen—Staff has concerns about this. Township Engineer Tony Tallarida explained that the Township has entered into an agreement via Memorandum of Understanding with the Conservation District that every project, regardless of the size, would be submitted to the Conservation District for their approval. In turn, the District has outlined some things that they would help the Township with, in terms of enforcement, MS4 items, etc. In every instance, we have requested Applicants go to the District to get their approval letter. To be consistent, we would do the same with this project.

The Board's questions were answered; and there were no comments/questions by the Public at this time.

A MOTION was made by Commissioner Morgan, which was seconded by Commissioner Kelly, to TABLE this item, so that Mr. Posocco can get this taken care of with the Conservation District, regarding the approval letter, before the BOC moves to waive or not waive.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

Mark Bradbury did check in towards end of meeting regarding status of this item and advise of the above action taken.

**8. MOTIONS**

**a. Motion Granting Upper Macungie Township's Request to Allow the Installation of an "Advance Warning Sign" Per PennDOT Specifications in South Whitehall Township Right-of-Way.**

Township Manager Renee Bickel explained that she had received notice from Township Manager Bob Ibach, from UMT, that they had done a culvert weight study on Crackersport Road. This is a request to alert the westbound truck drivers on Crackersport Road in SWT, of the advanced warning of the weight limit to the culvert. UMT has indicated they are willing to provide and maintain the sign. Our PW Operations Team is OK with this. Township Engineer Tony Tallarida suggested that a second sign be installed in advance of Eck Road in the event a truck would need to turn around ahead of Eck Road, which UMT has agreed to as well.

The Board's and Public's questions were answered.

Brian Hite asked if UMT was going to put advance-warning signs along Blue Barn Road to prevent trucks from getting down that far; and he suggested that another sign be placed closer to the former location of Covenant Transport terminal to make them aware that they would rather go towards 309. Staff will take under advisement and Brian said he will reach out to UMT regarding Blue Barn.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Setton, granting UMTs request to the installation as explained above.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**b. Motion Requesting Permission to Proceed with Replacement of Park Amenities**

Mike Kukitz, Parks & Recreation Manager, explained this goes back to in August when Covered Bridge Park was hit by Tropical Storm Isaias, which damaged beyond repair many of the Parks amenities—this storm was one of the worst that has been seen in 80 years. Mr. Kukitz explained the Township is requesting permission to replace 40 picnic tables, 3 grills, 6 player benches, and 20 trashcans—and approval for the purchase of all replacement park amenities through The Park Catalog in the amount of \$52,462.32. Insurance monies will be used for this expense. Total monies receive from insurance was \$83,000 for three locations—the monies allotted to CBP were \$59,039.

Questions answered by Board/Public at this time.

A MOTION was made by Commissioner Kelly, which was seconded by Commissioner Wolk, to move forward with the replacement of the park amenities in the amount of \$52,462.32 as discussed.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

**9. CORRESPONDENCE AND INFORMATION ITEMS:**

**a. Boards and Commissions – Informational Items**

**CURRENT VACANCIES ON BOARDS/COMMISSIONS:**

1. Civil Service Commission - 2 vacancies, alternate positions
2. Landscape Shade Tree Commission - 2 vacancies
3. Planning Commission - 1 vacancy

Finance Committee Report – Commissioner Wolk explained they met February 11<sup>th</sup> with Auditors Herbein, to discuss Audits and timeline regarding completion of said Audits; changes discussed, of which many already in progress. Township and Auditors targeting 2016/2017 audit completion end of March 2021; 2018/2019 audit completion end of June 2021. Monthly meetings will be held to discuss updates of audit completions, as well as other financial issues, including impact of COVID-19.

**b. Civil Service Commission Report for Year 2020 – Self Explanatory. In packet.**

**10. DIRECTION/DISCUSSION ITEMS: None.**

**11. OLD BUSINESS: Township Manager, Renee Bickel**

**a. Wehr’s Dam – Status: Workshop to be held on February 24<sup>th</sup> at 6P.**

**b. Campus Renovation Project: Certificate of Occupancy anticipated for next week for PD and PW areas. On March 5<sup>th</sup>, the Administrative level of the building anticipating Certificate of Occupancy. Public Meeting Room will be last part completed sometime in March. In terms of project costs at this point we are \$1,000 off of projected costs. Total construction cost of project was \$8,314,000.**

**c. Credit Cards: Next meeting demonstration of credit card payment; there is a YouTube demo of this, showing steps to initiate credit card payment.**

**12. DEPARTMENT REPORTS:**

**a. Executive Department – Township Manager Renee Bickel**

Website goes live tomorrow. This will be a work in progress. Once website is live, then credit cards will be implemented.

Advanced Disposal – Transfer Station closed tomorrow due to weather. Will go to Friday/Saturday pickup.

**b. Community Development Department – Dave Manhardt**

Website is going live tomorrow; all information brought over from old site. This will be a work in progress. Dave gave brief overview presentation. Will next be working on implementation of advanced functionality features.

Comprehensive Plan – Survey has closed. Received over 600 respondents. Currently analyzing results; currently developing public input development scenario based on “how should we grow” and “where should we grow”. Working with Michael Baker to launch a kickoff meeting for these working groups. It will be a digital platform with breakout sessions. Currently working on getting subject matter experts to help guide discussion of these different subject areas as classified in the MPC. Commissioner Morgan added keeping in mind the aspect that we touch on all stakeholders as represented in the township to make sure that they are all represented in these working groups. Dave said meeting dates will be set based on the subject matter experts and will be forthcoming. These meetings will be recorded so that people who cannot attend, can virtually attend.

**b-1. Status Update regarding SWT COVID-19 Relief Small Business Grant** Jessica O’Donnell, Executive Vice President of Affiliated Chambers for The Greater Lehigh Valley Chamber of Commerce, and Ashley Lorah, Emmaus Main Street Manager, AVP, Affiliated Chambers (EPCC, WLCC, SLCC) were both in attendance this evening.

Jessica explained that Township Manager Bickel gave them the directory consisting of over 500 businesses. They have placed many cold calls because of not having emails for everyone to tell them about this grant opportunity. Currently 15 applications completed; many other businesses have applied, but are not considered complete until we have all the necessary supporting documents. We will continue to get this information out there regarding this grant opportunity, and will also continue with the cold calls connecting with the businesses. Business owners continue to reach out to us. Ashley mentioned that there is ongoing marketing, advertising, social media to get the word out. Both Jessica and Ashley thanked the Board for their leadership and for acknowledging the plight of small businesses in making this program available.

**c. Finance Department – Scott Boehret**

As previously mentioned, Scott said the Finance Committee did meet where we primarily discussed the audits and our audit initiatives. Main focus are audits 2017/2018, soon to shift to 2019/2020. (2016 is in the hands of the auditor.) In terms of financial reporting, another area of focus is the identification of some efficiencies to help the Board better understand the numbers for the financial statements, which BOC will see in your next financial packet. Also, we are currently taking a deep look at our Business Privilege Program—going to be looking at a Munis module for the program.

**d. Parks & Recreation Department – Randy Cope**



April 17<sup>th</sup>, the 4<sup>th</sup> Annual Fishing Derby to be held at Covered Bridge Park; April 22<sup>nd</sup>, 6P – First meeting for the Kohler Ridge Park Master Plan; Ribbon Cutting for the Covered Bridge Park Playground – this project is nearing completion. Starting to hire for the Summer Playground Program. Check website for further details on all of these items.

**e. Police Department – Chief Glen Dorney**

Statistics for month of January. Handled 1,196 calls for service and wrote those reports. EMS calls 216; 57 reported crimes; most frequent crime was shoplifting; Mondays are the busiest day of the week. 24 arrests for the month.

June 21-25<sup>th</sup> the 3<sup>rd</sup> Annual Youth Academy – filling up quickly. Information on website and social media. Jason Grozier is contact person.

New Hire - Officer, Monica Minkiewicz, who is also a township resident.

**f. Public Works Department – Randy Cope**

Capital Project Updates: Manhole-to-Manhole Sewer Lining Projects – we are lining approximately 1500 feet of a 21-inch interceptor line on Dorney Park Road and about 300 feet of the Scherersville line, which have all been TV'd for inspection. Project start date TBD. Information to be provided on website as project progresses. VFD for Jacoby Water Station has been ordered, to start in 6-8 weeks. Water Risk & Resiliency Report working on this with our Utility Engineer, SSM, which takes an overall look at our system for any deficiencies and any other additional security measures.

**g. Township Engineer – Tony Tallarida, The Pidcock Company**

Currently four plans with the Planning Commission this month. Continuing to review projects; closing out some things that have been hanging especially during these months when construction has stopped. Continuing to assist Herb and Mike in PW whenever they need anything.

13. **COURTESY OF THE FLOOR:** None.

14. **PAYMENT OF INVOICES:**

**a. Invoices and Purchasing Requisitions have been reviewed by the Township Manager and the Director of Finance, who authorize that checks be issued to pay bills as tabulated.**

A MOTION was made by Commissioner Kelly, and seconded by Commissioner Morgan, to approve the payment of all invoices.

Roll Call Vote as follows:

Commissioner Wolk:	AYE
Commissioner Mobilio:	AYE
Commissioner Setton:	AYE
Commissioner Kelly:	AYE
Commissioner Morgan:	AYE

Motion carried.

15. **EXECUTIVE SESSION:** No executive session after this meeting.
16. **ADJOURNMENT:** At 8:28 p.m. a MOTION was made by Commissioner Kelly, which was seconded by Commissioner Setton, to adjourn. All in favor; none opposed.
17. **APPROVED:**

**FOR SETTLEMENT PURPOSES ONLY**

**SUBJECT TO UNION MEMBERSHIP RATIFICATION,  
MAJORITY PUBLIC VOTE OF THE TOWNSHIP'S BOARD OF COMMISSIONERS'  
& GLOBAL SETTLEMENT ON ALL ISSUES**

**SOUTH WHITEHALL TOWNSHIP PUBLIC WORKS NEGOTIATIONS**

**MEDIATOR'S RECOMMENDED TENTATIVE AGREEMENT**

**1. ARTICLE 2 – DURATION OF AGREEMENT.**

As part of a global settlement, revise the collective bargaining agreement (“CBA”) to provide for a four (4) year agreement covering the period from January 1, 2021 through December 31, 2024.

**2. ARTICLE 6 – GRIEVANCE PROCEDURE**

➤ As part of a global settlement, modify Article 6, subsection (2) as follows:

(2) The parties of the Agreement confirm that an orderly and expeditious resolution of a grievance arising out of the interpretation of the terms of this Agreement is desirable. Accordingly, grievances shall be resolved under the following five-step process:

(a) STEP 1: The Employee initiating the grievance or a union representative acting on the employee's behalf shall request and schedule a meet and discuss session with ~~his Group Leader~~ the Public Works Manager or Designee, and a union representative may be present if he/she/they so desire(s). ~~(Note: the Public Works Manager will not be involved at this step in the procedure.)~~

(b) STEP 2: If step 1 fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, he/she/they shall, within ten (10) working days, present the grievance in writing stating the facts upon which the grievance is based, and the article or articles along with those sections which have alleged to have been violated, and what remedy is being sought, to the ~~Public Works Manager~~ Director of Operations or Designee within ten (10) working days after the meet-and-discuss session, as outlined in Step 1. The ~~Public Works Manager~~ Director of Operations or Designee shall make a written reply to the

grievance within ten (10) working days after presentation of the grievance to him.

~~(e) STEP 3: If step 2 above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, he/they shall, within ten (10) working days, refer it in writing to the Assistant Township Manager or other designee of the Township Manager. The Assistant Township Manager or other designee of the Township Manager shall make a written reply to the grievance within ten (10) working days after presentation of the grievance to him.~~

(c) STEP 4 ~~3~~: If step ~~3~~ 2 above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, he/she/they shall, within ten (10) working days, refer it in writing to the Township Manager. The Township Manager will make a written reply to the grievance within ten (10) working days after the next regularly scheduled public meeting of the Board of Commissioners.

(d) STEP ~~5~~ 4: If step 4 above fails to resolve the grievance to the satisfaction of the Union, the Union shall, within ten (10) working days, notify the ~~Employer~~ Township Manager in writing that the Union is submitting the matter to binding arbitration within thirty (30) working days.

### 3. ARTICLE 7 – SENIORITY

- As part of a global settlement, revise subparagraph 1 to clarify calculation of seniority as follows:

Under the terms of this Agreement, the term “seniority” is defined as the length of continuous service with the Township. In the event two or more Employees have the same date of hire and amount of continuous service, Employees will draw numbers. Seniority will be assigned based on the number drawn, with the lowest number representing the most seniority. “Township” is further defined as any bureaus or departments where the paycheck is from South Whitehall Township. To be qualified for the seniority list, an employee must begin his employment with the Public Works Department.

#### 4. ARTICLE 9 – LEAVE OF ABSENCE, JURY DUTY

➤ As part of a global settlement, revise Article 9, subsection 4 as follows:

4) A regular Employee may be eligible to receive a Jury Duty Leave of Absence, provided that in order to be eligible he:

(a) Notifies his immediate Supervisor no later than his first schedule work shift after receipt of notice of his selection of jury duty; and

(b) Furnishes to the Employer a written statement from the appropriate public official showing the dates and times served and the amount of pay received; and

(c) Works full-time for the Township when not in court or performing some duty in connection with such jury duty service. An Employee eligible for a Jury Duty Leave of Absence shall be paid the difference between the fee he received for such service and the amount of his straight-time hourly earnings (exclusive of overtime and any other premiums) lost by him by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week for the time frame said Employee is actively engaged in Jury duty.

~~(d) — If an Employee has (local) jury duty or is subpoenaed, and the reporting time is 9:30 a.m. or earlier, the Employee will be allowed to report for the jury duty or subpoena without first reporting to work.~~

~~(e) — If the Employee's jury duty or subpoena ends and more than 1.5 hours remain in the Employees scheduled shift, after reasonable travel time and 15 minutes for clothing change, the Employee must return to work to finish the remainder of his/her shift.~~

➤ As part of a global settlement, revise Article 9, subsection 4 as follows:

5) For the purpose of attending the funeral, an Employee, upon the death of a member of his or her immediate family, shall be given three (3) scheduled workdays off with pay at his or her regular hourly rate. Immediate family members shall include only the Employee's spouse, children, step children, parents, brother or sister, mother-in-law, father-in-law and grandchildren.

#### 5. ARTICLE 10 – WAGES

As part of a global settlement, revise Appendix A with updated proposed wages as indicated in the attached document.

## 6. ARTICLE 11 – HOURS OF WORK

- As part of a global settlement, revise Article 11, subparagraphs (a) – (c) as follows:

(1) The normal workweek for all Employees covered by this Agreement is forty (40) hours, Monday through Friday. However, nothing contained herein is to be construed as altering or affecting in any way the right of Management to establish new schedules, make changes, etc., as outlined in paragraph (7) herein.

- (a) An Employee who is "called out" to his job after his scheduled shift and after having punched out, will be paid at the **applicable overtime** rate, ~~for~~ ~~or~~ a minimum of two (2) hours pay. Any Employee who works more than the two (2) hour minimum will receive an additional one (1) hour at the **applicable overtime** rate.
- (b) An Employee who is "called-out" for a change in his shift less than ten (10) hours prior to his starting time shall receive an additional one (1) hour at his **applicable overtime** rate.
- (c) ~~The Employer anticipates split shifts, from time to time, at non-scheduled intervals. Employer shall alert Employees as soon as possible of an anticipated unscheduled need, and will attempt to accommodate Employees to assure proper rest. To do so, Employer may, from time to time, send an Employee home early from his or her scheduled shift, with the expectation of a later callback. Any time a shift is split, the Employee shall be paid for not less than his or her normal eight-hour shift. In addition an Employee shall be paid two hours at overtime rate in the event of a callback.~~

- As part of a global settlement, revise subparagraph 1 (d) as follows:

No employee shall be mandated to work more than twelve (12) hours in a tour of duty during any storm occurrence. **In the event of an emergency, the Township may request volunteers to work in excess of twelve (12) hours.** Following a rest period of a minimum of eight (8) hours, an employee must report to work for his or her next scheduled shift (or the remainder thereof) or if he or she is called in to work.

- As part of a global settlement, revise Paragraph 7 as follows:

(7) The Township shall have the right to establish new work schedules, make changes in the starting and stopping time of the work schedule, make changes in the starting and stopping time of the break period, and vary from the standard daily and weekly work schedule. Whenever possible, notice shall be provided prior to such change taking effect.

(a) If the Township schedules an employee to work a shift that begins at 3:00 p.m. and ends at 11:00 p.m., the employee will be entitled to a half-hour paid lunch break.

(b) The Township will not alter employees' normally scheduled workweek (for example, from the standard Monday through Friday workweek to a Tuesday through Saturday workweek) on more than three (3) occasions in a calendar year. This subparagraph shall not apply to the Laborer/Yard and Garden Center position, which has a standard Tuesday through Saturday workweek. The Township will take seniority into consideration when determining which employees' normal workweek will be altered, but the Township maintains its managerial right to determine which skills are necessary to complete the work to be done.

## 7. ARTICLE 14 – PTO

- As part of a global settlement, revise subparagraph 3 as follows:

PTO shall be selected in order of the Employees' seniority. Annual PTO will be programmed at both the ~~Bureau~~ Department and Job Grade level in accordance with the needs of the Township. In no event shall an Employee take PTO without prior approval of ~~his Group Leader and/or~~ the Public Works Manager to assure that it does not unduly disrupt the work schedule and allows the Department to properly perform its mission.

- As part of a global settlement, revise subparagraph 9 as follows:

PTO will be taken when scheduled unless precluded by emergency reasons or unless mutually re-arranged between the ~~Group Leader~~ Public Works Manager and the individual concerned.

**8. ARTICLE 15 – HEALTH AND WELFARE**

➤ As part of a global settlement, revise subparagraph 1 as follows:

1) The Employer agrees to provide and pay for hospitalization and medical insurance coverage for all Employees and their dependents to the extent set forth in this Article. Effective January 1, ~~2018~~**2021**, the Township shall provide coverage as described in Appendix B.\* The Township shall have the right to purchase benefits substantially similar to those set forth in this paragraph from a different carrier of Employer’s choice, if such benefits can be obtained at a lower cost. For purposes of this paragraph, “substantially similar” shall mean any changes to plan design that do not increase net out-of-pocket costs to employees, including any reimbursement from the Township. Each Employee shall contribute the following towards the premium for their medical insurance coverage, which shall be deducted from the Employee’s pay on a weekly basis.

- ~~2017: 5% of the premium cost~~
- ~~2018: 5% of the premium cost~~
- ~~2019: 5% of the premium cost~~
- ~~2020: 7.5% of the premium cost~~

<u>2021</u>	<u>7.5% of the premium cost*</u>
<u>2022</u>	<u>7.5% of the premium cost*, up to a maximum as follows:</u>  <u>Employee Only: \$20.50</u> <u>Two Party: \$38.50</u> <u>Family: \$55.00</u>
<u>2023</u>	<u>7.5% of the premium cost*, up to a maximum as follows:</u>  <u>Employee Only: \$22.50</u> <u>Two Party: \$43.50</u> <u>Family: \$60.00</u>
<u>2024</u>	<u>7.5% of the premium cost*, up to a maximum as follows:</u>  <u>Employee Only: \$25.00</u> <u>Two Party: \$48.00</u> <u>Family: \$63.00</u>

**\* Spread over 48 pay periods.**

The premium is based on the number of dependents included on your coverage (Single, 2-party or family). The Township will provide a voluntary “Section 125” plan to include a pre-tax flexible spending account



for medical and dependent care expenses. The Township will also make available to employees, additional voluntary benefits that may be offered from time to time by the Township, in its sole discretion. A copy of the voluntary benefit offerings for calendar year ~~2017~~ 2021 is attached hereto as Appendix C.\*

In the event that the Excise Tax (a.k.a. “Cadillac Tax”) is imposed on the Township during the term of this Agreement pursuant to the Affordable Care Act, the amount of such tax or penalty attributable to the public works health plan(s) shall be borne equally by the Township and participating employees.

- As part of a global settlement, revise subparagraphs 2 and 3 as follows:
  - 2) Effective ~~January 1, 2018~~ January 1, 2021, the Township agrees to provide and pay for a Group Dental Plan for each employee and his/her dependents, equivalent to the plan provided to the Township’s non-represented employees, as it may be amended from time to time by the Township.
  - 3) Effective ~~January 1, 2018~~ January 1, 2021, the Township agrees to provide and pay for a vision plan for each employee, equivalent to the plan provided to the Township’s non-represented employees, as it may be amended from time to time by the Township.

\* Information about the dental and vision plans offered is included as Appendix D.

- As part of a global settlement, revise Article 15, subsection (6) (c) as follows:

(c) For employees hired prior to January 1, 2017, the Employee’s Pension Plan, as set forth in Township Pension Ordinances, as amended, to include “The Rule of 80” will be in effect. In calculating Employee’s salaries for pension contribution purposes, overtime shall only be included to the extent permitted by law. In calculating employees’ pension 2% shall be used as the multiplier. **Employees hired prior to January 1, 2017 shall make the following pension contributions:**

2021:     1.0%

2022:     1.0%

2023:     1.0%

2024      1.5%

Employees hired on or after January 1, 2017, are not eligible to participate in the Employee's Pension Plan, but are eligible to participate in the South Whitehall Township Nonuniformed Employees Defined Contribution Pension Plan in accordance with its terms.

As soon as practicable following ratification of the Agreement, the Township will make a one-time contribution of \$1,500 to the retirement account of each Employee hired between January 1, 2017 through December 31, 2020 in a manner consistent with IRS regulations.

➤ As part of a global settlement, revise Article 15 subsections 4 (a) and 4 (b), Sick Leave Benefits, as follows:

(a) ~~Employees with three (3) months of credited service will be eligible for a paid sick leave benefit in an amount equal to the employee's regular weekly salary for a period of sickness not to exceed ninety (90) calendar days in any calendar year~~ Upon ratification or as soon as practicable thereafter, the Township shall provide each Employee with eighty (80) hours of paid sick leave for an Employee's own non-work-related injury or illness. Starting on January 1, 2022, and each January 1 thereafter, the Township shall provide each Employee with fifty-six (56) hours of paid sick leave annually for an Employee's own non-work-related injury or illness.

(1) In the event of occupational sickness or occupational accident disability, the Township shall pay the employee a paid sick leave benefit equal to the difference between the employee's regular weekly salary and any Workers' Compensation benefits that he/she receives for a period not to exceed ninety (90) calendar days in any calendar year.

~~(2) An Employee who has utilized sick leave during the year will have his/her full authorized allowance returned on January 1 of the following year, provided he/she has returned to work and has had three months of continuous service since his/her last use of sick leave benefits.~~

(2) An Employee with three (3) months of credited service with the Township will be eligible to apply for the following benefit, administered by a third party administrator or insurance company chosen by the Township: short-term disability coverage for non-occupational injuries or illnesses at 100% of an Employee's base salary for the Employee's regularly scheduled work days for a period of ninety (90) days, with a five (5) day elimination period. In order to receive short-term disability benefits, an Employee must satisfy the terms and conditions for eligibility set forth by the third party administrator or insurance

company. The Township may, at its sole discretion, elect to self-fund all or a portion of the short-term disability benefit.

If an Employee has applied for and been granted short term disability benefits under this section, the Township will credit the Employee's sick leave bank in an amount equal to half of the sick hours utilized by the Employee during the STD elimination period, up to a maximum of two and a half (2.5) days (20 hours) annually.

An Employee may carry over up to fifty-six (56) hours of unused sick leave to the next calendar year, but shall in no event be permitted to maintain more than one eighty (80) hours in his or her sick leave bank in any calendar year. Sick leave time in excess of the carry over limit shall be forfeited. Unused sick leave time will not be paid out at separation of employment.

- (3) Effective the first month after an employee attains three (3) months of credited service, the Township will provide an employee the following benefit, administered by a third party administrator or insurance company chosen by the Township: long term disability coverage for non-occupational injuries or illness at sixty percent (60%) of the employee's base salary up to a maximum of \$5,000 monthly, with a ninety (90) day elimination period.
- (b) Under no circumstances shall sick leave benefits be made available:
- (1) For days of absence other than regular workdays (~~Except as outlined in Paragraph 4 above~~).
  - (2) During layoff periods or during a leave of absence.
  - (3) During PTO periods unless the Employee was hospitalized or has a medical certification that the Employee was confined due to illness for three (3) consecutive or more days.
  - (4) During any period ~~when the~~ Township is shut down, due to strikes, acts of God, or any other unforeseen circumstances.
- (c) As an added incentive to minimize the taking of unwarranted sick days, any Employee who uses not more than one (1) sick day in a calendar year shall receive a bonus of ~~\$600.00~~ \$1,200.00. Any Employee who uses not more than two (2) sick days in a calendar year shall receive a bonus of ~~\$300.00~~ \$600.00. The use of more than two (2) sick days in any calendar year will result in no bonus. Injury on duty will not disqualify an Employee from the ~~\$600.00/\$300.00~~ \$1,200.00/\$600.00 bonus, unless the Employee is off more than five (5) consecutive workdays in one (1) year.

In years in which an employee is hired, retires or resigns, these attendance incentives shall be prorated over the portion of the year in which the employee was in pay status, but the pro-ration shall not include PTO days, sick days, or other accrued non-working days in pay status taken after the

employee's last day of work status.

#### **9. ARTICLE 19, MISCELLANEOUS**

- Article 19, subparagraph (8): As part of a global settlement, increase the annual safety shoe reimbursement to \$200 annually.

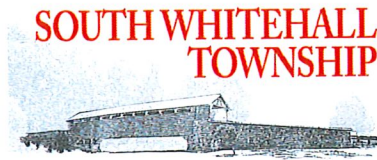
- 10.** All settlement terms and language changes shall be incorporated into a consolidated agreement, which includes any additional changes needed for consistency of language and accuracy of dates, as well as stylistic and organizational changes for clarity or efficiency.

#### **11. DRUG AND ALCOHOL POLICY**

Revise the Drug and Alcohol Policy for Employees with Commercial Driver's License as follows:

- Update Section II, Definitions, subsection (10), Positive Drug Test, to reflect updated cut-off levels set forth in 49 CFR § 40.87.
- Revise Section VII, Disciplinary Action, subsection C to eliminate five (5) year reckoning period for a positive alcohol or controlled substance test.
- Revise Section VII, Disciplinary Action, subsection D to modify discipline imposed.

\* A copy of the revised Policy is included as Appendix E.



**Agenda Item Details**

Meeting	Mar 03, 2021 - Board of Commissioners Meeting - 7:00 PM
Category	9. CORRESPONDENCE AND INFORMATION ITEMS
Subject	A. Boards and Commissions - Informational Items
Access	Public
Type	Information

**Public Content**

**UPCOMING MEETINGS:** Details posted on website.

1. Monday, March 8, 2021 - Parks & Recreation Board, 7:00 p.m.
2. Wednesday, March 10, 2021 - Civil Service Commission, 1:00 p.m.
3. Thursday, March 11, 2021 - Emergency Management Meeting, 7:00 p.m.
4. Monday, March 15, 2021 - Green Advisory Council, 6:00 p.m.

**CURRENT VACANCIES ON BOARDS/COMMISSIONS:**

1. Civil Service Commission - 2 vacancies, alternate positions
2. Landscape Shade Tree Commission - 2 vacancies
3. Parks & Recreation Board - 2 vacancies
4. Planning Commission - 1 vacancy

**Administrative Content**

**Executive Content**