

Below are the cash balances of the City's pooled/non-pooled cash accounts - 12/31/09

	Temporary Borrowing		Balance	
	From	To		
General Fund	(3,456,794)	(606,166)		(4,062,960)
General Fund Petty Cash	8,100			8,100
Capital Fund	2,627,062			2,627,062
Water Fund	1,318,057			1,318,057
Water Fund Petty Cash	450			450
Sewer Fund	4,643,725			4,643,725
Sewer Fund Petty Cash	300			300
Debt Service	-			-
Equipment Fund	398,905			398,905
EIT Escrow	5,534,841			5,534,841
Solid Waste	4,682,407			4,682,407
Golf Fund	161,861			161,861
Golf Course Petty Cash	500			500
Risk Management	3,313,946			3,313,946
Workers Comp Trust	1,092,667			1,092,667
Trexler Park	(606,166)	606,166		-
PA Motor	1,100,495			1,100,495
Holding Accounts:				
LST	0			-
OPT	0			-
SRE	3,727,205			3,727,205
SRE Interim	26,752			26,752
Per Capita	-			-
Payroll Withholding	1,477,997			1,477,997
Total Pooled Cash	26,052,310	(606,166)	-	26,052,310
Non-Pooled Bank Accounts				
2006 Loan Fund	5,192,222			5,192,222
PHFA	418			418
E-911	960,911			960,911
Total Non-Pooled	6,153,551	-	-	6,153,551
Total Pooled/Non-pooled	32,205,861	(606,166)	-	32,205,861

NOTE: Temporary borrowing is for this schedule only. Funds were **not** transferred. To cover negative cash the Trexler Funds borrowed from the General Fund.
Some non-pooled bank accounts such as CDBG loan accounts are excluded from the above schedule.

Police Drug Fund cash 134,466

PERTINENT FACTS ABOUT THE CITY OF ALLENTOWN

GENERAL

The City of Allentown is the county seat of Lehigh County and, with 106,632 residents, according to the U.S. Census Bureau 2000 estimate, ranks as Pennsylvania's third largest city. The Allentown-Bethlehem Metropolitan Statistical Area, comprised of Carbon, Lehigh, and Northampton counties is the third largest urbanized area in the Commonwealth, with population estimated at 611,764. Only the Philadelphia and Pittsburgh areas have more residents. The City is strategically located within a 300-mile radius of the larger metropolitan areas of the eastern seaboard of the United States.

CITY GOVERNMENT

On April 23, 1996, the voters of the City of Allentown adopted a Home Rule Charter pursuant to the Home Rule Charter and Optional Plans Law, Act of April 13, 1972, P.L. 184, as amended, 53 P.S. Sections 2901 et seq. The City's Home Rule Charter took effect on the first Monday of January 1997. An elected Mayor with a four-year term serves as the chief executive of the City. A seven-member part-time City Council elected at-large for four-year staggered terms forms the legislative branch of the City government. The other elected City Official is the City Controller, who serves a four-year term. The City Council holds regular public meetings, at least twice a month, usually the first and third Wednesday of each month, in order to enact legislation in the form of ordinances and resolutions.

INDUSTRIES/LABOR FORCE

The Allentown area remains an attractive location for new and existing businesses. A number of major corporations, including Air Products and Chemicals, Inc., Boston Brewing, Lehigh Portland Cement, LSI, and PPL have selected Lehigh County as their headquarters or as the location of their principal plants. Other major industries include apparel, electrical and electronic equipment and fabricated metal products. Investments have remained strong in Allentown and the Lehigh Valley area relative to the state and northeast as a whole.

TRANSPORTATION

Interstate 78, U.S. Routes 22, 222, and 309 and several state highways radiate from the City and the Lehigh valley, providing access to the major markets and ports of the East. The Northeast Extension of the Pennsylvania Turnpike is located approximately three miles west of the City. Railroads serving the Lehigh Valley area include the Consolidated Rail Corporation and the Canadian Pacific Railroad. Conrail has a large classification yard in the Allentown area. The Allentown yard can handle some 80 trains in and out each day, an average of one train every 18 minutes.

AMENITIES

The City of Allentown is home to a variety of cultural and educational facilities including two colleges, an art museum, two theatre companies, two symphony orchestras, a municipal opera company, the Allentown Band, and an expanded free public library. The City maintains 2,000 acres of park land, well above the national average. The downtown area is in a transition period and a major effort is being made to attract new enterprises to Hamilton Street. Increased downtown activity will become a catalyst for renewed interest in this area.

BUDGET TERMINOLOGY GLOSSARY

ACCOUNT CODE

A numerical code, consisting of fourteen digits, formatted as follows, used to define the accounts of the City:

FFF-DD-BBBB-PPPP-AA

Digits 1-3 – fund
Digits 4-5 – department
Digits 6-10 – bureau
Digits 11-12 – program
Digits 13-14 – standard account

ACCOUNTING

The City uses a modified accrual method of accounting. Under this accounting method, revenues are recognized when received except for those susceptible to accrual (reimbursements from other governmental entities for services rendered and property and residence taxes). Expenditures are accrued when the liability is incurred, except for un-matured interest on general long-term debt, which is recorded when due.

APPROPRIATION

Approval of expenditure authority with specific limitations as to the amount, purpose, and time.

ASSESSED VALUATION

The total taxable value placed on real estate as a basis for levying taxes (a fraction of market value). By City ordinance, assessed valuation is 50% of the appraised value. 2004 real estate taxes to support the 2004 budget will be based on an assessed valuation of 14.72 Mills which has been established through the County's assessment of all properties in Lehigh County.

BUDGET

Plan for the accomplishment of programs related to objectives and goals within a definite time period, including an estimate of the resources required, together with an estimate of the resources available.

BUREAU

An organizational grouping within City departments whose functions are similar. For example, within the Department of Public Works are the bureaus of Engineering, Streets, Water, etc.

CAPITAL BUDGET

This budget represents the first year of a five-year program and deals with large expenditures for capital items and/or projects which are financed by borrowing over a twenty-year period.

CAPITAL IMPROVEMENTS

Expenditures which result in the acquisition of land, construction costs, or improvements to land or buildings.

CAPITAL OUTLAY

Expenditures for construction equipment, vehicles, or machinery that result in the acquisition of or addition to fixed assets.

DEPARTMENT

A basic organizational unit of the City which is functionally unique in its delivery of services.

ENCUMBRANCE

Purchase orders, contracts, salaries, or other commitments which are chargeable to an appropriation and for which all or part of the appropriation is reserved.

ENTERPRISE FUND

A fund established to account for operations financed in a manner similar to a private business enterprise, where the costs of providing goods and services to the public are financed or recovered through user charges.

EXPENDITURE

The payment for goods and services.

FISCAL YEAR

The fiscal year for the City of Allentown is January 1 – December 31.

F.O.P.

The Fraternal Order of Police, Queen City Lodge No. 10.

FUND

A fiscal or accounting entity with a self-balancing set of accounts containing its own revenue and expenditure authorities. A fund is established for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

GENERAL FUND

This fund is used to account for all financial transactions applicable to the general operations of the City. Revenues are derived principally from property taxes, earned income taxes, fees and fines, licenses and permits, and grants. This fund accounts for the general operating expenditures of the City, including police and fire protection, street repairs and maintenance, sanitation, parks and recreation, planning and development, and administration.

GENERAL FUND SERVICE CHARGE

Services rendered by the General Fund to bureaus/departments in other funds generate a service charge paid to the General Fund. Examples of these services include billing, personnel, and accounts receivable.

GENERAL OBLIGATION DEBT

Long-term, non-electoral guaranteed debt, in which the general taxing power of the jurisdiction is pledged to pay both principal and interest. Tax-supported general obligation debt is considered a superior form of debt by the market because of its standing as a full-faith obligation of the unit. This form of debt is used to finance capital projects.

GOLF COURSE FUND

This fund accounts for the operations and maintenance of the 18-hole Allentown Municipal Golf Course. The golf course is a self-supporting operation financed by greens fees and golf cart rentals. The course is open to the general public and season tickets are available.

I.A.F.F.

International Association of Fire Fighters, Local No. 302.

INDIRECT COSTS

Costs associated with, but not directly attributable to, the providing of a product or service. These costs are usually incurred by a department in the support of other operating departments.

LIABILITY

Debt or other legal obligations arising out of transactions in the past which are payable but not necessarily due.

LIQUID FUELS FUND

This fund records the financial activity of the City of Allentown's liquid fuels tax allocation from the Commonwealth of Pennsylvania. Tax monies are specially earmarked for street maintenance and repair and for street construction.

M.E.S.A.

Municipal Employees Supervisory Association.

MILL

One thousandth of a dollar, or \$1.00 of tax per \$1,000 assessed valuation.

OPERATING BUDGET

The budget which deals with everyday activities. Except for encumbrances, these appropriations lapse at the end of a fiscal year.

REVENUE BONDS

Long-term guaranteed debt payable from the earnings of a specific enterprise, such as water or sewer. Revenue bonds are not serviced from the general revenues of a state or local government; therefore they are not subject to the constitutional or statutory limitations imposed on the issuance of general obligation bonds.

S.E.I.U.

Service Employees International Union, AFL-CIO, Local 32 BJ.

SEWER FUND

This fund accounts for the operation and maintenance of the sanitary sewage treatment plant. The City of Allentown owns and operates a regional sanitary sewage treatment facility with surrounding boroughs and townships as major users. The plant utilizes tertiary treatment of wastes and has a 40 million-gallon per day (MGD) treatment capacity. The City has approximately 290 miles of sanitary sewer lines in its collection system. Activities include line maintenance and construction, sewage treatment, residuals disposal, and administration. The sewer system is a self-supporting operation financed by user charges to the general public and the sewer "signatories" (other municipal entities).

SOLID WASTE FUND

This fund administers the contract for the collection and disposal of municipal waste and recyclables in the City of Allentown. The recycling program involves curbside collection, one recycling drop-off center, two yard waste drop-off centers, education programs, and enforcement. Other activities in this fund include weekly street sweeping and leaf collection from September through December. This fund is supported by an annual trash collection fee charged to all residential property owners and grant programs available through the Commonwealth's Department of Environmental Resources.

STANDARD ACCOUNT

Detailed accounts of expenditure. Standard accounts are separated into four broad categories and are numerically subdivided by level of detail: Personnel and Fringe Benefits (02-16); Services and Charges (20-50); Materials and Supplies (54-68); Capital Outlays (71-74); and Sundry (76-99). See Pages A-6 - A-9, following, for definitions.

TREXLER FUND

This fund receives the annual trust distributions from the Springwood Trust of the Harry C. Trexler Estate. In accordance with the will's prerequisites, the award is used for the general maintenance of the 142-acre Trexler Park.

WATER FUND

This fund accounts for all of the costs incurred in the collection, treatment, and distribution of water for consumption. Activities include water filtration and pumping, distribution, leak detection, meter reading, administration, and water-shed maintenance. The water system is a self-supporting operation financed by user charges to the general public. The City operates a water filtration plant with a 39 million-gallon per day (MGD) pumping capacity and has approximately 295 miles of piping in its distribution system.

STANDARD ACCOUNTS

<u>A/C #</u>	<u>TITLE</u>	<u>EXPLANATION</u>
PERSONNEL AND FRINGE BENEFITS		
02	Permanent Wages	Base wages including increment and longevity for all permanent employees.
03	Holiday Pay	Payments for holidays made to police officers and firefighters as a result of contract commitments.
04	Temporary Wages	Wages for all temporary employees.
05	Education Pay	Education incentive payments made to police officers per contract commitments.
06	Premium Pay	Supplemental wages including wage differential for temporary assignment in a higher paying job classification, and overtime wages including call-in and stand-by, and compensation per contract commitments for holidays.
07	Extra Job Pay	Police officers may choose to work extra jobs outside of their City employment. The extra job pay is remitted through the City's payroll system. The City bills and collects the set fee for the service from the employer utilizing the services of the off-duty officer.
09	Uniform Allowance	Payments for uniform maintenance made to police officers as a result of contract commitments.
11	Shift Differential	Incremental supplemental wages earned for non-standard hours worked during night shift.
12	FICA/Medicare	Employer contributions to the Social Security Fund.
14	Pension	Contributions made by the City to the various pension funds. This account does not include employee or other contributions to Pension Funds.
16	Insurance - Employee Group	Health insurance, life insurance and dental coverage for all permanent employees and retirees.

STANDARD ACCOUNTS

<u>A/C #</u>	<u>TITLE</u>	<u>EXPLANATION</u>
SERVICES AND CHARGES		
20	Electric Power	Electric power including that used for street lighting.
22	Telephone	Equipment, installation, line charge, and toll charges
24	Postage and Shipping	Outgoing mail and postage due on mail received plus shipping and handling cost of other carriers.
26	Printing	Printing, copying, duplicating or blue printing provided by commercial establishments (e.g., brochures, booklets, pamphlets, etc.).
28	Mileage Reimbursement	Reimbursement for the use of personal cars on City business except that covered under "Training & Professional Development".
30	Rentals	Rents or lease purchases for machinery, equipment, buildings, vehicles, land, etc.
32	Publications & Memberships	Subscriptions, books and association membership fees
34	Training & Professional Development	Registration, traveling expenses, lodging and meals
36	Insurance - Property and Casualty	Premiums for coverage in excess of self-insured program on fire, theft, accident, liability, honesty bonding, etc.
37	Insurance - Health/Life	Health, dental, life insurance, long-term disability (for firefighters) and prescription drug coverage
38	Insurance - Other Employee	Worker's compensation, unemployment compensation, and Medicare
40	Civic Expenses	Contributions to local non-profit civic organizations.
42	Repairs & Maintenance	Repairs and maintenance to equipment, machinery, buildings and vehicles performed by commercial establishments and including the cost of service and maintenance agreements.
46	Contract/Services Fees	Any item of a contractual nature not elsewhere classified, including waste disposal, towing, construction, and curb and sidewalk contracts. Also professional services including consulting, legal, auditing and engineering fees.
48	Grant, Non-City Charges	Specific grants made to non-city agencies as "pass-through" grants.
49	Grant Administrative Charges	Administrative costs designated for and charged to grants.
50	Other Services and Charges	Advertising through any medium and district magistrate fees.

STANDARD ACCOUNTS

<u>A/C #</u>	<u>TITLE</u>	<u>EXPLANATION</u>
MATERIALS AND SUPPLIES		
54	Repair & Maintenance Supplies	Construction and paving materials; equipment parts and supplies; cleaning and sanitation supplies; paint, electrical and plumbing supplies; small tools and other repair and maintenance supplies
56	Uniforms	Any item of clothing purchased by the City, including safety shoes.
60	Vehicle Parts & Supplies	Parts for autos, trucks, motorcycles, jeeps, etc.
62	Fuels, Oils & Lubricants	Fuels (excluding electricity) used for heating; and petroleum products used in vehicular operation and maintenance.
64	Pipe & Fittings	Pipe, tubing, elbows, valves, etc.
66	Chemicals	Chlorine, salt, acid, etc.
68	Operating Materials & Supplies	Office supplies, sign materials, laboratory supplies, safety equipment (safety goggles, back braces, etc), and other operating materials and supplies not elsewhere classified. This account also includes all equipment purchases which do not meet the capitalization criteria of Account 72.
CAPITAL OUTLAYS		
72	Equipment	Any unit of property having a useful life in excess of one (1) year and a unit cost in excess of: (a) \$500 for individual pieces of furniture and equipment; or grouped assets of a like kind with a unit cost of less than \$500; (b) \$1,000 for maintenance equipment and machinery. (c) All computers, computer components, and computer peripheral equipment regardless of cost. (d) Machinery and equipment that meet the criteria for inclusion in the special purpose Equipment Fund (rolling stock).
74	Real Estate Acquisition	Land and/or building acquisition, surveying, and all associated purchasing costs.

STANDARD ACCOUNTS

<u>A/C #</u>	<u>TITLE</u>	<u>EXPLANATION</u>
		SUNDRY
76	Construction Contracts	Project construction, including site preparation costs, performed by an outside contractor.
80	Self-Insured Losses	Insurance losses paid through the City's Risk Management Program or those losses not covered by existing policies or not collectible because of deductible limits.
82	Interest Expense	Interest charges on all types of indebtedness (bonds, loans, notes).
84	Capital Fund Contribution	Contribution from an operating fund to the Capital Project Fund to support capital improvement projects.
86	General City Charges	Charges made by the General Fund to one of the other operating funds for services rendered by agencies or units which are financed from the General Fund.
88	Interfund Transfers	Amounts appropriated for transfer between budgetary funds.
90	Refunds	Refunds of overpayments, duplicate payments, and other authorized refunds.
91	Arbitrage Rebate	Penalty incurred for excess interest received on bond funds not expended within federally specified limits.
92	Minimum Charge Rebates	Amounts paid to qualified senior citizens pursuant to enabling legislation.
98	Debt Principal	Scheduled payments of principal on all debt obligations.
99	Prior Years Commitments	Appropriations carried over to the next fiscal year to cover prior fiscal year purchase commitments. Expenses in this account were budgeted in prior years, but is actually be paid out in the current year.

CITY OF ALLENTOWN

BUDGET EMPLOYEE POSITION TOTALS: 2006 - 2011

	2006	2007	2008	2009	2010	2011
<u>GENERAL FUND (000)</u>						
Elected	9	9	9	9	9	9
Municipal - S.E.I.U.	200	203	203	203	175	176
Non-Bargaining & Supervisory	102	103	108	105	97	98
Police - F.O.P.	196	202	207	215	215	206
Fire - I.A.F.F.	140	140	140	144	144	150
TOTAL GENERAL FUND	647	657	667	676	640	639
WATER FUND (002)	87	92	93	94	84	85
SEWER FUND (003)	99	97	100	103	97	96
LIQUID FUELS FUND (004)	22	23	23	23	21	21
TREXLER FUND (006)	26	24	24	23	14	14
RISK MANAGEMENT FUND (081)	2	2	2	2	2	2
SOLID WASTE FUND (085)	37	37	39	41	32	33
GOLF COURSE FUND (091)	6	6	6	6	5	6
E 9-1-1 Fund (911)	28	28	32	32	32	32
TOTAL ALL POSITIONS	954	966	986	1000	927	928

Source: City of Allentown Budgets

NON-BARGAINING UNIT CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
5	Auditor/Examiner Clerk III Confidential
6	Desktop Support Specialist Legal Administrative Assistant Network Support Specialist Payroll Clerk
7	Executive Secretary Human Resource Generalist Special Projects Manager Purchasing Coordinator
8	Buyer Billing Specialist EMS Billing Specialist Executive Legal Administrative Assistant Federal Grants Monitor Maintenance Foreperson Service Coordinator Traffic Control Foreperson
9	Administrative Supervisor Communications Shift Supervisor Deputy City Clerk Education & Enforcement Manager EMS Billing Supervisor IT Service Coordinator Laboratory Supervisor Network Administrator Office Manager Rehabilitation Supervisor Survey Technician 3 Systems Administrator Technical Services Coordinator
10	Applications Support Programmer/Coordinator Arbor Foreperson Communications Coordinator Engineering Technician Engineering Technician 3 Executive Secretary to the Mayor G.I.S. Analyst Highway Safety Program Manager Human Relations Officer Maintenance Technician Operations Manager

NON-BARGAINING UNIT CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
10 (con't)	Plans Examiner Human Relations Officer/Special Assistant to the Mayor Traffic Technician Public Safety Analyst
11	Acquisition Specialist Business Development Manager Cancer Prevention Program Manager EMS Operations Supervisor Housing Coordinator HUD Grants Monitor Injury Prevention Services Manager Maintenance Supervisor Nutrition & Physical Activity Program Manager Recreational Program Manager Residuals Operations Supervisor Safety Compliance Officer Senior Buyer Traffic Maintenance Superintendent WWT Shift Supervisor
12	Accountant HUD Grants Accountant Clinical Services Manager Communicable Disease Program Manager Engineering Construction Manager Environmental Field Services Manager Funds Accountant GIS Supervisor Golf Course Superintendent Network Manager Nursing Coordinator Paving Technician Public Safety Analyst Senior Planner Sweep Manager Systems Analyst Systems Analyst – Web Developer Systems Manager Neighborhood Coordinator Zoning Supervisor

NON-BARGAINING UNIT CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
13	Chief Planner Chief Maintenance Supervisor Chief Supervisor of Distribution/Collection Chief Supervisor of Maintenance Construction Codes Superintendent Deputy Controller Emergency Medical Services Manager Golf Course Manager Housing Supervisor Operations Manager WWT Chief Treatment Plant Operator Water Filtration Chief Treatment Plant Operator
14	Associate Utility Engineer Budget Coordinator Business Development Liaison Chief Designer/Surveyor Environmental Health Associate Director Executive Assistant to the Mayor Grants Coordination Manager HUD Grants Manager Laboratories Manager Personal Health Associate Director SCADA Manager Senior GIS Coordinator Senior Systems Analyst Streets Superintendent Assistant
15	Assistant to the Mayor Audit and Enforcement Manager Building Maintenance Superintendent Business Development Manager City Clerk Facilities Manager Manager - Industrial Waste Manager - Recycling & Solid Waste Purchasing Agent Risk & Safety Manager Recreation Superintendent Tax & Utility Systems Manager

NON-BARGAINING UNIT CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
16	Chief Utility Engineer Communications Superintendent Database Administrator/Analyst Deputy Director - Human Resources & Finance Deputy Director - Finance Director – Building Standards & Safety Information Systems Manager Sr IT Developer Manager - Distribution/Collections Manager - Program Development Parks Superintendent Senior Civil Engineer/Assistant City Engineer Streets Superintendent Traffic Control Superintendent Traffic Engineer
17	Assistant City Solicitor Health Director Manager - Engineering Manager of Operations - Water Resources Parks, Recreation & Trails Director Planning Director Police Lieutenant Treasury and Accounting Manager
18	Associate City Solicitor Deputy Director/City Engineer Deputy Fire Chief Manager - Water Resources Director, Technology Information Services Police Captain
20	City Solicitor (PT)
21	Community Development Director Finance Director Fire Department Director Police Chief Police Chief Assistant Police Chief Executive Assistant Police - Chief of Investigations Public Works Director
22	Managing Director

CITY OF ALLENTOWN
JAN - DEC 2011 WAGE RANGE FOR NON-BARGAINING UNIT EMPLOYEES
Annual Salary Calculated on 2080 Hours per Year
Based on 1% increase

GRADE	Minimum	Maximum		GRADE	Minimum	Maximum	
01	32,318	39,102	Annual	12	52,100	64,252	Annual
	1,243.00	1,503.91	Bi-weekly		2,003.86	2,471.23	Bi-weekly
	15.5375	18.7989	Hourly		25.0482	30.8904	Hourly
	23.3062	28.1984	Overtime				
02	33,749	40,983	Annual	13	54,438	67,256	Annual
	1,298.05	1,576.25	Bi-weekly		2,093.76	2,586.79	Bi-weekly
	16.2257	19.7032	Hourly		26.1720	32.3348	Hourly
	24.3385	29.5548	Overtime				
03	35,221	42,910	Annual	14	56,906	70,394	Annual
	1,354.67	1,650.40	Bi-weekly		2,188.71	2,707.46	Bi-weekly
	16.9334	20.6299	Hourly		27.3589	33.8433	Hourly
	25.4001	30.9449	Overtime				
04	36,768	44,908	Annual	15	59,465	73,616	Annual
	1,414.17	1,727.22	Bi-weekly		2,287.10	2,831.38	Bi-weekly
	17.6771	21.5902	Hourly		28.5887	35.3922	Hourly
	26.5156	32.3853	Overtime				
05	38,401	46,990	Annual	16	62,149	76,970	Annual
	1,476.95	1,807.32	Bi-weekly		2,390.33	2,960.37	Bi-weekly
	18.4618	22.5915	Hourly		29.8791	37.0047	Hourly
	27.6927	33.8873	Overtime				
06	40,089	49,120	Annual	17	64,977	80,461	Annual
	1,541.88	1,889.22	Bi-weekly		2,499.12	3,094.65	Bi-weekly
	19.2736	23.6153	Hourly		31.2390	38.6832	Hourly
	28.9103	35.4230	Overtime				
07	41,902	51,385	Annual	18	67,938	84,088	Annual
	1,611.62	1,976.33	Bi-weekly		2,612.99	3,234.17	Bi-weekly
	20.1453	24.7041	Hourly		32.6624	40.4272	Hourly
	30.2180	37.0562	Overtime				
08	43,756	53,679	Annual	19	71,071	87,884	Annual
	1,682.93	2,064.60	Bi-weekly		2,733.51	3,380.13	Bi-weekly
	21.0366	25.8074	Hourly		34.1689	42.2517	Hourly
	31.5548	38.7112	Overtime				
09	45,700	56,067	Annual	20	74,336	91,817	Annual
	1,757.71	2,156.42	Bi-weekly		2,859.06	3,531.42	Bi-weekly
	21.9713	26.9553	Hourly		35.7383	44.1427	Hourly
	32.9570	40.4329	Overtime				
10	47,731	58,542	Annual	21	78,168	96,581	Annual
	1,835.81	2,251.61	Bi-weekly		3,006.47	3,714.67	Bi-weekly
	22.9476	28.1451	Hourly		37.5808	46.4334	Hourly
	34.4214	42.2177	Overtime				
11	49,845	61,331	Annual	22	90,395	106,303	Annual
	1,917.11	2,358.88	Bi-weekly		3,476.73	4,088.56	Bi-weekly
	23.9639	29.4860	Hourly		43.4591	51.1070	Hourly
	35.9459	44.2290	Overtime				

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MUNICIPAL EMPLOYEE CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
5	MWI/Custodian
6	Clerk II Clerk - Bookkeeper Clerk Stenographer II Data Entry Technician Maintenance Worker I Maintenance Worker I/Custodial Radio Operator
7	Para Police Planning Clerk Recreation Clerk
8	Clerk III Equipment Operator I Inventory Control Clerk Maintenance Worker II Line Locator/Water Meter Reader Permit Technician Recycling and Solid Waste Worker
9	Arborist I Engineering Aide II Equipment Operator II Maintenance Mechanic "A" Maintenance Mechanic I Maintenance Mechanic II Maintenance Mechanic – Electrician Printer Sewer Billing Clerk Solid Waste Aide
10	Animal Control Officer Equipment Operator III Maintenance Worker III Water Meter Installer
11	Arborist II Engineering Aide III Emergency Medical Technician Maintenance Mechanic 'A' Maintenance Mechanic II Maintenance Mechanic III Water Meter Repairman

MUNICIPAL EMPLOYEE CLASSIFICATIONS AND PAY GRADES

<u>PAY GRADE</u>	<u>POSITION CLASSIFICATION TITLE</u>
12	911 Dispatcher Code Enforcement Inspector Community Health Specialist Construction Inspector Equipment Operator IV Sweep Officer Telecommunications Technician Tradesman Tradesman - Carpenter Tradesman - Electrician Tradesman - Plumber Traffic Signal Technician II Treatment Plant Operator I Waste & Recycling Operator Zoning Officer
13	911 Dispatcher Equipment Operator V Financial Specialist Lab Technician
14	Electrical Inspector Engineering Aide IV Housing Inspector Instrumentation Technician Rehabilitation Specialist Telecommunications Technician Treatment Plant Operator II
15	Building Inspector Construction Technician Community Planner I Tax Examiner Treatment Plant Operator II
16	Building Inspector Communicable Disease Investigator Dietician Greenskeeper Plumbing/Mechanical Inspector Treatment Plant Operator II Tree Inspector
18	Sanitarian
31	Community Health Nurse Community Planner II Paramedic

CITY OF ALLENTOWN
JUL 2010 - JUN 2011: WAGE SCALE FOR MUNICIPAL (S.E.I.U.) EMPLOYEES
Annual Salary Calculated on 2080 Hours per Year
Based on 3% increase (COLA -1.9%, 3%)

SCHEDULE M

GRADE	A	B	C	D	E	F	G	H	
01	27,314	28,228	29,440	33,760	34,359	34,984	35,639	36,336	Annual
	1,050.55	1,085.69	1,132.30	1,298.45	1,321.51	1,345.53	1,370.73	1,397.54	Biweekly
	13.1318	13.5711	14.1537	16.2306	16.5189	16.8191	17.1341	17.4692	Hourly
	19.6978	20.3567	21.2306	24.3459	24.7783	25.2287	25.7012	26.2038	Overtime
02	27,829	28,755	29,991	34,359	34,984	35,639	36,336	37,058	Annual
	1,070.34	1,105.96	1,153.52	1,321.51	1,345.53	1,370.73	1,397.54	1,425.29	Biweekly
	13.3792	13.8245	14.4190	16.5189	16.8191	17.1341	17.4692	17.8161	Hourly
	20.0689	20.7368	21.6285	24.7783	25.2287	25.7012	26.2038	26.7242	Overtime
03	28,368	29,318	30,575	34,984	35,639	36,336	37,058	37,823	Annual
	1,091.09	1,127.61	1,175.96	1,345.53	1,370.73	1,397.54	1,425.29	1,454.75	Biweekly
	13.6386	14.0951	14.6995	16.8191	17.1341	17.4692	17.8161	18.1843	Hourly
	20.4579	21.1426	22.0493	25.2287	25.7012	26.2038	26.7242	27.2765	Overtime
04	28,931	29,895	31,180	35,639	36,336	37,058	37,823	38,623	Annual
	1,112.73	1,149.82	1,199.22	1,370.73	1,397.54	1,425.29	1,454.75	1,485.49	Biweekly
	13.9091	14.3728	14.9903	17.1341	17.4692	17.8161	18.1843	18.5687	Hourly
	20.8637	21.5592	22.4854	25.7012	26.2038	26.7242	27.2765	27.8530	Overtime
05	29,522	30,505	31,817	36,336	37,058	37,823	38,623	39,465	Annual
	1,135.47	1,173.26	1,223.71	1,397.54	1,425.29	1,454.75	1,485.49	1,517.89	Biweekly
	14.1934	14.6658	15.2964	17.4692	17.8161	18.1843	18.5687	18.9736	Hourly
	21.2901	21.9986	22.9446	26.2038	26.7242	27.2765	27.8530	28.4604	Overtime
06	30,149	31,155	32,490	37,058	37,823	38,623	39,465	40,348	Annual
	1,159.58	1,198.27	1,249.61	1,425.29	1,454.75	1,485.49	1,517.89	1,551.85	Biweekly
	14.4947	14.9784	15.6202	17.8161	18.1843	18.5687	18.9736	19.3981	Hourly
	21.7421	22.4677	23.4302	26.7242	27.2765	27.8530	28.4604	29.0971	Overtime
07	30,797	31,824	33,196	37,823	38,623	39,465	40,348	41,273	Annual
	1,184.49	1,223.99	1,276.75	1,454.75	1,485.49	1,517.89	1,551.85	1,587.42	Biweekly
	14.8062	15.2999	15.9594	18.1843	18.5687	18.9736	19.3981	19.8428	Hourly
	22.2092	22.9498	23.9391	27.2765	27.8530	28.4604	29.0971	29.7641	Overtime
08	31,486	32,537	33,936	38,623	39,465	40,348	41,273	42,245	Annual
	1,211.01	1,251.42	1,305.23	1,485.49	1,517.89	1,551.85	1,587.42	1,624.79	Biweekly
	15.1377	15.6427	16.3153	18.5687	18.9736	19.3981	19.8428	20.3099	Hourly
	22.7065	23.4640	24.4730	27.8530	28.4604	29.0971	29.7641	30.4648	Overtime
09	32,206	33,286	34,711	39,465	40,348	41,273	42,245	43,260	Annual
	1,238.68	1,280.21	1,335.06	1,517.89	1,551.85	1,587.42	1,624.79	1,663.86	Biweekly
	15.4835	16.0027	16.6882	18.9736	19.3981	19.8428	20.3099	20.7983	Hourly
	23.2252	24.0040	25.0323	28.4604	29.0971	29.7641	30.4648	31.1974	Overtime

CITY OF ALLENTOWN
JUL 2010 - JUN 2011: WAGE SCALE FOR MUNICIPAL (S.E.I.U.) EMPLOYEES
Annual Salary Calculated on 2080 Hours per Year
Based on 3% increase (COLA -1.9%, 3%)

SCHEDULE M

GRADE	A	B	C	D	E	F	G	H	
10	32,964	34,063	35,529	40,348	41,273	42,245	43,260	44,336	Annual
	1,267.85	1,310.10	1,366.51	1,551.85	1,587.42	1,624.79	1,663.86	1,705.22	Biweekly
	15.8481	16.3763	17.0814	19.3981	19.8428	20.3099	20.7983	21.3152	Hourly
	23.7722	24.5644	25.6221	29.0971	29.7641	30.4648	31.1974	31.9729	Overtime
11	33,758	34,883	36,384	41,273	42,245	43,260	44,336	45,460	Annual
	1,298.40	1,341.65	1,399.38	1,587.42	1,624.79	1,663.86	1,705.22	1,748.46	Biweekly
	16.2300	16.7706	17.4922	19.8428	20.3099	20.7983	21.3152	21.8557	Hourly
	24.3450	25.1559	26.2384	29.7641	30.4648	31.1974	31.9729	32.7836	Overtime
12	34,592	35,747	37,282	42,245	43,260	44,336	45,460	46,641	Annual
	1,330.47	1,374.90	1,433.91	1,624.79	1,663.86	1,705.22	1,748.46	1,793.89	Biweekly
	16.6308	17.1862	17.9239	20.3099	20.7983	21.3152	21.8557	22.4236	Hourly
	24.9462	25.7793	26.8858	30.4648	31.1974	31.9729	32.7836	33.6354	Overtime
13	35,465	36,649	38,222	43,260	44,336	45,460	46,641	47,878	Annual
	1,364.05	1,409.57	1,470.10	1,663.86	1,705.22	1,748.46	1,793.89	1,841.48	Biweekly
	17.0506	17.6196	18.3762	20.7983	21.3152	21.8557	22.4236	23.0185	Hourly
	25.5760	26.4294	27.5643	31.1974	31.9729	32.7836	33.6354	34.5277	Overtime
14	36,382	37,594	39,213	44,336	45,460	46,641	47,878	49,185	Annual
	1,399.29	1,445.94	1,508.18	1,705.22	1,748.46	1,793.89	1,841.48	1,891.73	Biweekly
	17.4911	18.0742	18.8523	21.3152	21.8557	22.4236	23.0185	23.6467	Hourly
	26.2367	27.1114	28.2784	31.9729	32.7836	33.6354	34.5277	35.4700	Overtime
15	37,309	38,539	40,201	45,460	46,641	47,878	49,185	50,490	Annual
	1,434.95	1,482.27	1,546.21	1,748.46	1,793.89	1,841.48	1,891.73	1,941.94	Biweekly
	17.9369	18.5284	19.3276	21.8557	22.4236	23.0185	23.6467	24.2742	Hourly
	26.9054	27.7926	28.9915	32.7836	33.6354	34.5277	35.4700	36.4113	Overtime
16	38,226	39,486	41,189	46,641	47,878	49,185	50,490	51,798	Annual
	1,470.24	1,518.70	1,584.20	1,793.89	1,841.48	1,891.73	1,941.94	1,992.24	Biweekly
	18.3780	18.9837	19.8025	22.4236	23.0185	23.6467	24.2742	24.9030	Hourly
	27.5671	28.4755	29.7037	33.6354	34.5277	35.4700	36.4113	37.3545	Overtime
18	40,252	41,530	43,233	49,185	50,490	51,798	53,083	54,367	Annual
	1,548.15	1,597.32	1,662.83	1,891.73	1,941.94	1,992.24	2,041.65	2,091.05	Biweekly
	19.3519	19.9665	20.7853	23.6467	24.2742	24.9030	25.5206	26.1381	Hourly
	29.0278	29.9498	31.1780	35.4700	36.4113	37.3545	38.2809	39.2071	Overtime
31	-	-	-	46,286	47,904	49,583	51,318	53,112	Annual
	-	-	-	1,780.24	1,842.47	1,907.03	1,973.77	2,042.78	Biweekly
	-	-	-	22.2530	23.0309	23.8379	24.6721	25.5348	Hourly
	-	-	-	33.3795	34.5464	35.7569	37.0082	38.3022	Overtime

CITY OF ALLENTOWN
JUL 2011 - JUN 2012: WAGE SCALE FOR MUNICIPAL (S.E.I.U.) EMPLOYEES
Annual Salary Calculated on 2080 Hours per Year
Based on 1.5% increase

SCHEDULE M

GRADE	A	B	C	D	E	F	G	H	
01	27,724	28,651	29,881	34,266	34,875	35,509	36,174	36,881	Annual
	1,066.31	1,101.97	1,149.28	1,317.92	1,341.33	1,365.71	1,391.29	1,418.50	Biweekly
	13.3288	13.7747	14.3660	16.4741	16.7667	17.0714	17.3911	17.7313	Hourly
	19.9932	20.6620	21.5490	24.7111	25.1500	25.6071	26.0867	26.5969	Overtime
02	28,246	29,186	30,441	34,875	35,509	36,174	36,881	37,613	Annual
	1,086.39	1,122.55	1,170.82	1,341.33	1,365.71	1,391.29	1,418.50	1,446.67	Biweekly
	13.5799	14.0319	14.6353	16.7667	17.0714	17.3911	17.7313	18.0834	Hourly
	20.3699	21.0479	21.9529	25.1500	25.6071	26.0867	26.5969	27.1251	Overtime
03	28,794	29,758	31,034	35,509	36,174	36,881	37,613	38,391	Annual
	1,107.45	1,144.52	1,193.60	1,365.71	1,391.29	1,418.50	1,446.67	1,476.57	Biweekly
	13.8432	14.3065	14.9200	17.0714	17.3911	17.7313	18.0834	18.4571	Hourly
	20.7648	21.4598	22.3800	25.6071	26.0867	26.5969	27.1251	27.6857	Overtime
04	29,365	30,344	31,647	36,174	36,881	37,613	38,391	39,202	Annual
	1,129.42	1,167.07	1,217.21	1,391.29	1,418.50	1,446.67	1,476.57	1,507.78	Biweekly
	14.1178	14.5884	15.2151	17.3911	17.7313	18.0834	18.4571	18.8472	Hourly
	21.1767	21.8826	22.8227	26.0867	26.5969	27.1251	27.6857	28.2708	Overtime
05	29,965	30,962	32,294	36,881	37,613	38,391	39,202	40,057	Annual
	1,152.50	1,190.86	1,242.07	1,418.50	1,446.67	1,476.57	1,507.78	1,540.66	Biweekly
	14.4063	14.8858	15.5258	17.7313	18.0834	18.4571	18.8472	19.2582	Hourly
	21.6094	22.3286	23.2888	26.5969	27.1251	27.6857	28.2708	28.8873	Overtime
06	30,601	31,622	32,977	37,613	38,391	39,202	40,057	40,953	Annual
	1,176.97	1,216.25	1,268.36	1,446.67	1,476.57	1,507.78	1,540.66	1,575.12	Biweekly
	14.7121	15.2031	15.8545	18.0834	18.4571	18.8472	19.2582	19.6891	Hourly
	22.0682	22.8047	23.7817	27.1251	27.6857	28.2708	28.8873	29.5336	Overtime
07	31,259	32,301	33,694	38,391	39,202	40,057	40,953	41,892	Annual
	1,202.26	1,242.35	1,295.91	1,476.57	1,507.78	1,540.66	1,575.12	1,611.23	Biweekly
	15.0282	15.5293	16.1988	18.4571	18.8472	19.2582	19.6891	20.1404	Hourly
	22.5424	23.2940	24.2982	27.6857	28.2708	28.8873	29.5336	30.2106	Overtime
08	31,959	33,025	34,445	39,202	40,057	40,953	41,892	42,878	Annual
	1,229.18	1,270.19	1,324.80	1,507.78	1,540.66	1,575.12	1,611.23	1,649.16	Biweekly
	15.3647	15.8773	16.5601	18.8472	19.2582	19.6891	20.1404	20.6145	Hourly
	23.0471	23.8160	24.8401	28.2708	28.8873	29.5336	30.2106	30.9218	Overtime
09	32,689	33,785	35,232	40,057	40,953	41,892	42,878	43,909	Annual
	1,257.26	1,299.42	1,355.08	1,540.66	1,575.12	1,611.23	1,649.16	1,688.82	Biweekly
	15.7157	16.2427	16.9385	19.2582	19.6891	20.1404	20.6145	21.1102	Hourly
	23.5736	24.3640	25.4078	28.8873	29.5336	30.2106	30.9218	31.6654	Overtime

CITY OF ALLENTOWN
JUL 2011 - JUN 2012: WAGE SCALE FOR MUNICIPAL (S.E.I.U.) EMPLOYEES
Annual Salary Calculated on 2080 Hours per Year
Based on 1.5% increase

SCHEDULE M

GRADE	A	B	C	D	E	F	G	H	
10	33,459	34,574	36,062	40,953	41,892	42,878	43,909	45,001	Annual
	1,286.87	1,329.75	1,387.01	1,575.12	1,611.23	1,649.16	1,688.82	1,730.80	Biweekly
	16.0858	16.6219	17.3376	19.6891	20.1404	20.6145	21.1102	21.6350	Hourly
	24.1287	24.9329	26.0065	29.5336	30.2106	30.9218	31.6654	32.4525	Overtime
11	34,265	35,406	36,930	41,892	42,878	43,909	45,001	46,142	Annual
	1,317.87	1,361.77	1,420.37	1,611.23	1,649.16	1,688.82	1,730.80	1,774.69	Biweekly
	16.4734	17.0222	17.7546	20.1404	20.6145	21.1102	21.6350	22.1836	Hourly
	24.7102	25.5332	26.6319	30.2106	30.9218	31.6654	32.4525	33.2754	Overtime
12	35,111	36,284	37,841	42,878	43,909	45,001	46,142	47,341	Annual
	1,350.42	1,395.52	1,455.42	1,649.16	1,688.82	1,730.80	1,774.69	1,820.79	Biweekly
	16.8803	17.4440	18.1927	20.6145	21.1102	21.6350	22.1836	22.7599	Hourly
	25.3204	26.1660	27.2891	30.9218	31.6654	32.4525	33.2754	34.1399	Overtime
13	35,997	37,198	38,796	43,909	45,001	46,142	47,341	48,597	Annual
	1,384.51	1,430.71	1,492.15	1,688.82	1,730.80	1,774.69	1,820.79	1,869.10	Biweekly
	17.3064	17.8839	18.6518	21.1102	21.6350	22.1836	22.7599	23.3638	Hourly
	25.9596	26.8258	27.9778	31.6654	32.4525	33.2754	34.1399	35.0457	Overtime
14	36,927	38,158	39,801	45,001	46,142	47,341	48,597	49,923	Annual
	1,420.28	1,467.63	1,530.81	1,730.80	1,774.69	1,820.79	1,869.10	1,920.11	Biweekly
	17.7535	18.3454	19.1351	21.6350	22.1836	22.7599	23.3638	24.0014	Hourly
	26.6303	27.5180	28.7026	32.4525	33.2754	34.1399	35.0457	36.0021	Overtime
15	37,868	39,117	40,805	46,142	47,341	48,597	49,923	51,248	Annual
	1,456.48	1,504.51	1,569.40	1,774.69	1,820.79	1,869.10	1,920.11	1,971.07	Biweekly
	18.2060	18.8063	19.6176	22.1836	22.7599	23.3638	24.0014	24.6383	Hourly
	27.3090	28.2095	29.4263	33.2754	34.1399	35.0457	36.0021	36.9575	Overtime
16	38,800	40,078	41,807	47,341	48,597	49,923	51,248	52,575	Annual
	1,492.30	1,541.48	1,607.96	1,820.79	1,869.10	1,920.11	1,971.07	2,022.13	Biweekly
	18.6537	19.2684	20.0995	22.7599	23.3638	24.0014	24.6383	25.2766	Hourly
	27.9806	28.9027	30.1493	34.1399	35.0457	36.0021	36.9575	37.9148	Overtime
18	40,856	42,153	43,882	49,923	51,248	52,575	53,879	55,183	Annual
	1,571.37	1,621.28	1,687.77	1,920.11	1,971.07	2,022.13	2,072.27	2,122.41	Biweekly
	19.6422	20.2660	21.0971	24.0014	24.6383	25.2766	25.9034	26.5301	Hourly
	29.4633	30.3990	31.6457	36.0021	36.9575	37.9148	38.8551	39.7952	Overtime
31	-	-	-	46,981	48,623	50,327	52,088	53,909	Annual
	-	-	-	1,806.94	1,870.11	1,935.64	2,003.38	2,073.42	Biweekly
	-	-	-	22.5868	23.3764	24.1955	25.0422	25.9178	Hourly
	-	-	-	33.8802	35.0646	36.2932	37.5633	38.8767	Overtime

**CITY OF ALLENTOWN
FRATERNAL ORDER OF POLICE - QUEEN CITY LODGE NO. 10
JANUARY TO DECEMBER 2011 WAGE SCHEDULE
PATROL OFFICER**

* Based on 0% increase

** Based on 11 holidays
Not included: Flag Day, Emp
Birthday, Emp Anniversary
Date

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>**Holiday</u>
1	46,856	-	46,856	1,802.15	180.215	22.5269	1,982.37
2	49,086	-	49,086	1,887.92	188.792	23.5990	2,076.72
3	51,320	-	51,320	1,973.85	197.385	24.6731	2,171.23
4	62,426	-	62,426	2,401.00	240.100	30.0125	2,641.10
5	62,659	425	63,084	2,426.31	242.631	30.3288	2,668.94
6	62,659	525	63,184	2,430.15	243.015	30.3769	2,673.17
7	62,659	625	63,284	2,434.00	243.400	30.4250	2,677.40
8	62,659	725	63,384	2,437.85	243.785	30.4731	2,681.63
9	62,659	825	63,484	2,441.69	244.169	30.5212	2,685.86
10	62,659	925	63,584	2,445.54	244.554	30.5692	2,690.09
11	62,659	1,025	63,684	2,449.38	244.938	30.6173	2,694.32
12	62,659	1,125	63,784	2,453.23	245.323	30.6654	2,698.55
13	62,659	1,225	63,884	2,457.08	245.708	30.7135	2,702.78
14	62,659	1,325	63,984	2,460.92	246.092	30.7615	2,707.02
15	62,659	1,425	64,084	2,464.77	246.477	30.8096	2,711.25
16	62,659	1,525	64,184	2,468.62	246.862	30.8577	2,715.48
17	62,659	1,625	64,284	2,472.46	247.246	30.9058	2,719.71
18	62,659	1,725	64,384	2,476.31	247.631	30.9538	2,723.94
19	62,659	1,825	64,484	2,480.15	248.015	31.0019	2,728.17
20	62,659	1,925	64,584	2,484.00	248.400	31.0500	2,732.40
21	62,659	2,025	64,684	2,487.85	248.785	31.0981	2,736.63
22	62,659	2,125	64,784	2,491.69	249.169	31.1462	2,740.86
23	62,659	2,225	64,884	2,495.54	249.554	31.1942	2,745.09
24	62,659	2,325	64,984	2,499.38	249.938	31.2423	2,749.32
25	62,659	2,425	65,084	2,503.23	250.323	31.2904	2,753.55

Differential: Middle Shift \$0.35/Hour
Night Shift \$0.40/Hour

**CITY OF ALLENTOWN
FRATERNAL ORDER OF POLICE - QUEEN CITY LODGE NO. 10
JANUARY TO DECEMBER 2011 WAGE SCHEDULE
"SERGEANT A"**

* Based on 0% increase

** Based on 11 holidays
Not included: Flag Day, Emp
Birthday, Emp Anniversary
Date

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>**Holiday</u>
1	61,831	-	61,831	2,378.12	237.812	29.7264	2,615.93
2	63,960	-	63,960	2,460.00	246.000	30.7500	2,706.00
3	66,084	-	66,084	2,541.69	254.169	31.7712	2,795.86
4	66,084	-	66,084	2,541.69	254.169	31.7712	2,795.86
5	66,317	425	66,742	2,567.00	256.700	32.0875	2,823.70
6	66,317	525	66,842	2,570.85	257.085	32.1356	2,827.93
7	66,317	625	66,942	2,574.69	257.469	32.1837	2,832.16
8	66,317	725	67,042	2,578.54	257.854	32.2317	2,836.39
9	66,317	825	67,142	2,582.38	258.238	32.2798	2,840.62
10	66,317	925	67,242	2,586.23	258.623	32.3279	2,844.85
11	66,317	1,025	67,342	2,590.08	259.008	32.3760	2,849.08
12	66,317	1,125	67,442	2,593.92	259.392	32.4240	2,853.32
13	66,317	1,225	67,542	2,597.77	259.777	32.4721	2,857.55
14	66,317	1,325	67,642	2,601.62	260.162	32.5202	2,861.78
15	66,317	1,425	67,742	2,605.46	260.546	32.5683	2,866.01
16	66,317	1,525	67,842	2,609.31	260.931	32.6163	2,870.24
17	66,317	1,625	67,942	2,613.15	261.315	32.6644	2,874.47
18	66,317	1,725	68,042	2,617.00	261.700	32.7125	2,878.70
19	66,317	1,825	68,142	2,620.85	262.085	32.7606	2,882.93
20	66,317	1,925	68,242	2,624.69	262.469	32.8087	2,887.16
21	66,317	2,025	68,342	2,628.54	262.854	32.8567	2,891.39
22	66,317	2,125	68,442	2,632.38	263.238	32.9048	2,895.62
23	66,317	2,225	68,542	2,636.23	263.623	32.9529	2,899.85
24	66,317	2,325	68,642	2,640.08	264.008	33.0010	2,904.08
25	66,317	2,425	68,742	2,643.92	264.392	33.0490	2,908.32

Differential: Middle Shift \$0.35/Hour
Night Shift \$0.40/Hour

"Sergeants A" applies to Sergeants with less than two (2) years in grade

**CITY OF ALLENTOWN
FRATERNAL ORDER OF POLICE - QUEEN CITY LODGE NO. 10
JANUARY TO DECEMBER 2011 WAGE SCHEDULE
"SERGEANT B"**

* Based on 0% increase

** Based on 11 holidays
Not included: Flag Day, Emp
Birthday, Emp Anniversary
Date

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>**Holiday</u>
1	67,871	-	67,871	2,610.42	261.042	32.6303	2,871.47
2	67,871	-	67,871	2,610.42	261.042	32.6303	2,871.47
3	67,871	-	67,871	2,610.42	261.042	32.6303	2,871.47
4	67,871	-	67,871	2,610.42	261.042	32.6303	2,871.47
5	67,871	425	68,296	2,626.77	262.677	32.8346	2,889.45
6	67,871	525	68,396	2,630.62	263.062	32.8827	2,893.68
7	67,871	625	68,496	2,634.46	263.446	32.9308	2,897.91
8	67,871	725	68,596	2,638.31	263.831	32.9788	2,902.14
9	67,871	825	68,696	2,642.15	264.215	33.0269	2,906.37
10	67,871	925	68,796	2,646.00	264.600	33.0750	2,910.60
11	67,871	1,025	68,896	2,649.85	264.985	33.1231	2,914.83
12	67,871	1,125	68,996	2,653.69	265.369	33.1712	2,919.06
13	67,871	1,225	69,096	2,657.54	265.754	33.2192	2,923.29
14	67,871	1,325	69,196	2,661.38	266.138	33.2673	2,927.52
15	67,871	1,425	69,296	2,665.23	266.523	33.3154	2,931.75
16	67,871	1,525	69,396	2,669.08	266.908	33.3635	2,935.98
17	67,871	1,625	69,496	2,672.92	267.292	33.4115	2,940.22
18	67,871	1,725	69,596	2,676.77	267.677	33.4596	2,944.45
19	67,871	1,825	69,696	2,680.62	268.062	33.5077	2,948.68
20	67,871	1,925	69,796	2,684.46	268.446	33.5558	2,952.91
21	67,871	2,025	69,896	2,688.31	268.831	33.6038	2,957.14
22	67,871	2,125	69,996	2,692.15	269.215	33.6519	2,961.37
23	67,871	2,225	70,096	2,696.00	269.600	33.7000	2,965.60
24	67,871	2,325	70,196	2,699.85	269.985	33.7481	2,969.83
25	67,871	2,425	70,296	2,703.69	270.369	33.7962	2,974.06

Differential: Middle Shift \$0.35/Hour "Sergeants B" applies to Sergeants with two (2) or more years in grade
Night Shift \$0.40/Hour (on second (2nd) anniversary date of promotion)

**CITY OF ALLENTOWN
FRATERNAL ORDER OF POLICE - QUEEN CITY LODGE NO. 10
JANUARY TO DECEMBER 2011 WAGE SCHEDULE
"LIEUTENANT"**

* Based on 0% increase

** Based on 11 holidays
Not included: Flag Day, Emp
Birthday, Emp Anniversary
Date

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>**Holiday</u>
1	71,265	-	71,265	2,740.96	274.096	34.2620	3,015.06
2	71,265	-	71,265	2,740.96	274.096	34.2620	3,015.06
3	71,265	-	71,265	2,740.96	274.096	34.2620	3,015.06
4	71,265	-	71,265	2,740.96	274.096	34.2620	3,015.06
5	71,265	425	71,690	2,757.31	275.731	34.4663	3,033.04
6	71,265	525	71,790	2,761.15	276.115	34.5144	3,037.27
7	71,265	625	71,890	2,765.00	276.500	34.5625	3,041.50
8	71,265	725	71,990	2,768.85	276.885	34.6106	3,045.73
9	71,265	825	72,090	2,772.69	277.269	34.6587	3,049.96
10	71,265	925	72,190	2,776.54	277.654	34.7067	3,054.19
11	71,265	1,025	72,290	2,780.38	278.038	34.7548	3,058.42
12	71,265	1,125	72,390	2,784.23	278.423	34.8029	3,062.65
13	71,265	1,225	72,490	2,788.08	278.808	34.8510	3,066.88
14	71,265	1,325	72,590	2,791.92	279.192	34.8990	3,071.12
15	71,265	1,425	72,690	2,795.77	279.577	34.9471	3,075.35
16	71,265	1,525	72,790	2,799.62	279.962	34.9952	3,079.58
17	71,265	1,625	72,890	2,803.46	280.346	35.0433	3,083.81
18	71,265	1,725	72,990	2,807.31	280.731	35.0913	3,088.04
19	71,265	1,825	73,090	2,811.15	281.115	35.1394	3,092.27
20	71,265	1,925	73,190	2,815.00	281.500	35.1875	3,096.50
21	71,265	2,025	73,290	2,818.85	281.885	35.2356	3,100.73
22	71,265	2,125	73,390	2,822.69	282.269	35.2837	3,104.96
23	71,265	2,225	73,490	2,826.54	282.654	35.3317	3,109.19
24	71,265	2,325	73,590	2,830.38	283.038	35.3798	3,113.42
25	71,265	2,425	73,690	2,834.23	283.423	35.4279	3,117.65

Differential: Middle Shift \$0.35/Hour
Night Shift \$0.40/Hour

CITY OF ALLENTOWN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 302
EFFECTIVE JANUARY THROUGH DECEMBER 2011
FIRE FIGHTERS

* Based on 1.4% increase

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Holiday</u>
1	43,609	-	43,609	1,677.27	239.61	19.9675	3,114.94
2	45,790	-	45,790	1,761.16	251.59	20.9662	3,270.73
3	47,972	-	47,972	1,845.09	263.58	21.9652	3,426.60
4	59,697	-	59,697	2,296.05	328.01	27.3340	4,264.09
5	59,697	175	59,872	2,302.78	328.97	27.4140	4,276.59
6	59,697	275	59,972	2,306.62	329.52	27.4598	4,283.73
7	59,697	325	60,022	2,308.55	329.79	27.4827	4,287.30
8	59,697	375	60,072	2,310.47	330.07	27.5056	4,290.87
9	59,697	475	60,172	2,314.32	330.62	27.5514	4,298.02
10	59,697	525	60,222	2,316.24	330.89	27.5743	4,301.59
11	59,697	575	60,272	2,318.16	331.17	27.5972	4,305.16
12	59,697	675	60,372	2,322.01	331.72	27.6430	4,312.30
13	59,697	725	60,422	2,323.93	331.99	27.6659	4,315.87
14	59,697	775	60,472	2,325.85	332.26	27.6887	4,319.44
15	59,697	875	60,572	2,329.70	332.81	27.7345	4,326.59
16	59,697	925	60,622	2,331.62	333.09	27.7574	4,330.16
17	59,697	975	60,672	2,333.55	333.36	27.7803	4,333.73
18	59,697	1,075	60,772	2,337.39	333.91	27.8261	4,340.87
19	59,697	1,125	60,822	2,339.32	334.19	27.8490	4,344.44
20	59,697	1,325	61,022	2,347.01	335.29	27.9406	4,358.73
25	59,697	1,825	61,522	2,366.24	338.03	28.1695	4,394.44

CITY OF ALLENTOWN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 302
EFFECTIVE JANUARY THROUGH DECEMBER 2011
LIEUTENANT / INSPECTOR

* Based on 1.4% increase

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Holiday</u>
1	64,775	-	64,775	2,491.36	355.91	29.6590	4,626.81
5	64,775	175	64,950	2,498.09	356.88	29.7392	4,639.32
6	64,775	275	65,050	2,501.94	357.42	29.7850	4,646.45
7	64,775	325	65,100	2,503.86	357.69	29.8078	4,650.01
8	64,775	375	65,150	2,505.78	357.97	29.8307	4,653.59
9	64,775	475	65,250	2,509.63	358.52	29.8765	4,660.74
10	64,775	525	65,300	2,511.55	358.79	29.8994	4,664.31
11	64,775	575	65,350	2,513.47	359.07	29.9223	4,667.88
12	64,775	675	65,450	2,517.32	359.62	29.9681	4,675.02
13	64,775	725	65,500	2,519.24	359.89	29.9910	4,678.60
14	64,775	775	65,550	2,521.17	360.17	30.0139	4,682.17
15	64,775	875	65,650	2,525.01	360.72	30.0597	4,689.32
16	64,775	925	65,700	2,526.94	360.99	30.0826	4,692.89
17	64,775	975	65,750	2,528.86	361.27	30.1055	4,696.46
18	64,775	1,075	65,850	2,532.71	361.82	30.1513	4,703.59
19	64,775	1,125	65,900	2,534.63	362.09	30.1741	4,707.16
20	64,775	1,325	66,100	2,542.32	363.19	30.2657	4,721.45
25	64,775	1,825	66,600	2,561.55	365.94	30.4947	4,757.16

**CITY OF ALLENTOWN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 302
EFFECTIVE JANUARY THROUGH DECEMBER 2011
CAPTAIN**

* Based on 1.4% increase

<u>Years Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Holiday</u>
1	67,157	-	67,157	2,582.97	369.00	30.7496	4,796.94
5	67,157	175	67,332	2,589.70	369.96	30.8298	4,809.44
6	67,157	275	67,432	2,593.55	370.51	30.8756	4,816.59
7	67,157	325	67,482	2,595.47	370.78	30.8985	4,820.16
8	67,157	375	67,532	2,597.39	371.06	30.9213	4,823.73
9	67,157	475	67,632	2,601.24	371.61	30.9671	4,830.87
10	67,157	525	67,682	2,603.16	371.88	30.9900	4,834.44
11	67,157	575	67,732	2,605.09	372.16	31.0129	4,838.02
12	67,157	675	67,832	2,608.93	372.70	31.0587	4,845.16
13	67,157	725	67,882	2,610.85	372.98	31.0816	4,848.73
14	67,157	775	67,932	2,612.78	373.25	31.1045	4,852.30
15	67,157	875	68,032	2,616.62	373.80	31.1503	4,859.44
16	67,157	925	68,082	2,618.55	374.08	31.1732	4,863.02
17	67,157	975	68,132	2,620.47	374.35	31.1961	4,866.59
18	67,157	1,075	68,232	2,624.32	374.90	31.2419	4,873.73
19	67,157	1,125	68,282	2,626.24	375.18	31.2648	4,877.30
20	67,157	1,325	68,482	2,633.93	376.28	31.3563	4,891.59
25	67,157	1,825	68,982	2,653.16	379.02	31.5853	4,927.30

CITY OF ALLENTOWN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - LOCAL 302
EFFECTIVE JANUARY THROUGH DECEMBER 2011
BATTALION CHIEF

* Based on 1.4% increase

<u>Years</u> <u>Service</u>	<u>* Base</u>	<u>Longevity</u>	<u>Gross</u>	<u>Bi-Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Holiday</u>
1	69,548	-	69,548	2,674.93	382.13	31.8445	4,967.74
5	69,548	175	69,723	2,681.66	383.09	31.9246	4,980.23
6	69,548	275	69,823	2,685.51	383.64	31.9703	4,987.37
7	69,548	325	69,873	2,687.43	383.92	31.9932	4,990.95
8	69,548	375	69,923	2,689.36	384.19	32.0161	4,994.52
9	69,548	475	70,023	2,693.20	384.74	32.0619	5,001.66
10	69,548	525	70,073	2,695.12	385.02	32.0848	5,005.24
11	69,548	575	70,123	2,697.05	385.29	32.1077	5,008.79
12	69,548	675	70,223	2,700.89	385.84	32.1535	5,015.94
13	69,548	725	70,273	2,702.82	386.12	32.1764	5,019.52
14	69,548	775	70,323	2,704.74	386.39	32.1993	5,023.09
15	69,548	875	70,423	2,708.59	386.94	32.2451	5,030.23
16	69,548	925	70,473	2,710.51	387.22	32.2680	5,033.80
17	69,548	975	70,523	2,712.43	387.49	32.2909	5,037.37
18	69,548	1,075	70,623	2,716.28	388.04	32.3366	5,044.52
19	69,548	1,125	70,673	2,718.20	388.31	32.3595	5,048.09
20	69,548	1,325	70,873	2,725.89	389.41	32.4511	5,062.37
25	69,548	1,825	71,373	2,745.12	392.16	32.6801	5,098.09

**ARTICLE 130
FINANCIAL PROCEDURES**

- 130.01 Fiscal Year
- 130.02 Submission of Balanced Budget and Capital Program
- 130.03 Budget Message
- 130.04 Budget
- 130.05 City Council Action on Budget
- 130.06 Revised Budget
- 130.07 Amendments After Adoption
- 130.08 Lapse of Appropriations
- 130.09 Administration of the Budget and Capital Plan
- 130.10 Capital Plan
- 130.11 City Council Action on Capital Plan
- 130.12 Public Records
- 130.13 Independent Audit
- 130.14 Appropriations
- 130.15 Contributions
- 130.16 Contracts
- 130.17 Out Sourcing
- 130.18 Warrants: Form and Signature
- 130.19 Deposits; Co-Mingling; Negative Cash Balances
- 130.20 Temporary Investment of Funds
- 130.21 Annual Audit
- 130.22 Vacancy Report
- 130.23 Limitations on Expenditure of City Funds
- 130.24 Sale of City Land
- 130.25 Dedicating City Assets
- 130.26 City Funds Prohibited to Delinquents
- 130.27 Settlements
- 130.28 Stabilization Fund
- 130.29 State and Federal Funded Construction Projects

130.01 FISCAL YEAR

The fiscal year of the City shall be the calendar year. If not prohibited by law, the Council may, by ordinance, adopt a different fiscal year, specifying an orderly procedure for financial and budgetary controls in making such transition. (Art. VIII, §801)

130.02 SUBMISSION OF BALANCED BUDGET AND CAPITAL PROGRAM

On or before ninety (90) days prior to the ensuing fiscal year, the Department Heads will submit Proposed Budget and Capital Program to the Mayor. On or before sixty (60) days prior to the ensuing fiscal year, the Mayor will submit to the City Council a balanced budget, Capital Program and an accompanying message. The Proposed Balanced Budget and Capital Program shall be in such form as the Mayor deems desirable, unless otherwise required by Council. (Art. VIII, §802)

130.03 BUDGET MESSAGE

The Budget shall be accompanied by a message which shall include:

A. An explanation of the expenditures and revenues in the proposed budget, indicating and explaining major changes from the current year and the prior year.

B. An outline of proposed programs and an explanation of new, expanded or abolished programs or functions.

C. A summary of the City's debt position.

D. Such other material, as required by Council, that will inform the Council and the public of municipal goals. (Art. VIII, §803)

130.04 BUDGET

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year in accordance with all Generally Accepted Accounting Principles and, except as required by this Charter, shall be in such form as the Mayor deems desirable or the Council may require. In organizing the budget, the Mayor shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. The Budget shall contain, among other things, the following:

A. It shall begin with a general summary of its contents. (Art. VIII, §804)

B. It shall show, in detail, all estimated income, indicating the existing and proposed tax levies, as well as other assessments, fees and charges. (Art. VIII, §804)

C. It shall show all proposed expenditures, including debt service, for the ensuing fiscal year. (Art. VIII, §804)

D. It shall show the number of proposed employees in every job classification. (Art. VIII, §804)

E. It shall be so arranged as to show comparative figures for actual and estimated income and expenditures for the current fiscal year and actual income and expenditures of the preceding four (4) fiscal years. (Art. VIII, §804)

F. It shall indicate proposed expenditures during the ensuing fiscal year, detailed by offices, departments and agencies, in terms of their respective work programs and the methods of financing such expenditures. (Art. VIII, §804)

G. It shall indicate proposed capital expenditures during the ensuing fiscal year, detailed by office, departments and agencies when practicable, and the proposed method of financing each such capital expenditure. The Mayor will include this separate Capital Program section in the annual Budget and submit to Council with appropriate supporting information as to the necessity for such programs. (Art. VIII, §804)

H. It shall indicate anticipated net surplus or deficit for the ensuing fiscal year of each utility, i.e., water, sewer and enterprise funds, owned or operated by the City and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget. (Art. VIII, §804)

I. The budget shall be in such form as is required by Council for City budgets and shall, in addition, have appended, thereto, a detailed analysis of the various items of expenditures and revenue. Position classification titles, paygrades and salaries for each specific position shall be components of the program detail in the budget that is presented to and adopted by City Council. (13337 §1 6/8/95)

The total of proposed expenditures shall not exceed the total of estimated income. (Art. VIII, §804)

130.05 CITY COUNCIL ACTION ON BUDGET

A. Public Access to Budget: The proposed budget shall be available for public inspection at City Hall and at the Allentown Public Library and the Lehigh County Law Library, and copies shall be available for the public at a reasonable fee to be set by the Council. (Art. VIII, §805)

B. Amendment Before Adoption. After the public hearing, the City Council may adopt the budget with or without amendments. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income and thereby allowing for line item changes by the City Council. (Art. VIII, §805)

If the amended Budget increases, decreases or readjusts funding requirements by more than five (5%) percent, or adds or deletes a program, the Budget shall be returned to the Mayor immediately for comment and resubmission to the Council within three (3) normal City work days. (Art. VIII, §805)

Council shall provide for another public hearing to be held within five (5) days after the Mayor has resubmitted the Budget. (Art. VIII, §805)

The Mayor may propose amendments to the original proposed balanced budget. Any amendment which increases any tax rate or fee shall become part of the original budget provided City Council approves each amendment by five (5) votes. Other Mayoral amendments which do not increase any tax rate or fee shall become part of the original budget provided City Council approves each amendment by four (4) votes. (14078 §1 4/17/03)

C. Adoption. Council must adopt an annual budget by no later than December 15th of the fiscal year currently ending. If Council fails to adopt a Budget by December 15th, the Mayor's original proposed balanced Budget shall become the official Budget of the City for the ensuing fiscal year. (Art. VIII, §805)

The Mayor's original proposed balanced budget is that budget which was submitted at least sixty (60) days prior to the ensuing fiscal year. (14078 §1 4/17/03)

130.07 AMENDMENTS AFTER ADOPTION

A. Emergency appropriations may be made by the Council to meet a public emergency posing a sudden, clear and present danger to life or property. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 220 of this Charter. (Art. VIII, §808)

B. Supplemental appropriations may be made by the Council by ordinance upon certification by the Mayor that there are available for appropriation revenues in excess of those estimated in the Budget. (Art. VIII, §808)

Council may authorize by ordinance supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

1. Council may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
2. Council may authorize an appropriation from the unappropriated balance of any fund.
3. Council may increase any revenue or income budget account to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
4. Council must approve, by ordinance, any transfer of any funds which results in a change in salary for any City employee. (13221 §1 10/20/93; 13252 §1 4/7/94; 13592 §1 7/17/97)

C. Transfer of appropriations may be made in accordance with provisions of the Administrative Code. (Art. VIII §808)

D. Positions Created by Ordinance: No permanent or permanent part-time position not explicitly provided for in the Budget shall be created; nor shall any budgeted position be deleted or transferred from its budgeted program, unless City Council, by ordinance, authorizes the same position. (12548 §1 3/16/83; 12979 §1 6/20/90)

E. Rules and Regulations on Transfers:

1. Interfund Transfers: City Council may, by ordinance, approve transfers between funds during a budget year. (12979 §5 6/20/90)

2. Intrafund Transfers: Subject to the above limitation, the Director of Finance shall have the power within a given account to authorize the transfer of any unexpended balance or any portion thereof,

provided such transfers do not exceed Five Thousand (\$5,000) Dollars. Transfers that exceed Five Thousand (\$5,000) Dollars must be approved by a majority of Council by signing off on an appropriate form submitted to the Clerk's Office. After approval, the transfers shall be distributed to the public as an agenda item and be made part of the minutes of said meeting. (14215 §1 10/7/04)

The Director of Finance must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section. (12979 §4 6/20/90; 13205 §1 6/22/93; 13221 §1 10/20/93; 13284 §1 10/20/94; 13592 §1 7/17/97)

130.08 LAPSE OF APPROPRIATIONS

Every appropriation, except an appropriation for a Capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. (Art. VIII, §809)

130.09 ADMINISTRATION OF THE BUDGET AND CAPITAL PLAN

A. The Mayor shall be responsible for and shall supervise the administration of the Annual and Capital Budgets. (Art. VIII, §810)

B. The Department of Finance shall submit a monthly financial report to City Council, and the Controller, showing the financial condition of the various funds of the City inclusive of authorized, year-to-date and monthly expenditures and revenues of the current and previous fiscal years. The report shall be delivered to Council, and the Controller, no later than two (2) weeks or the first business day thereafter at the close of the month. Should the report not be available within the timeframe stated in this section, an explanation must be provided to City Council and the Controller by the first business day after the stated deadline. (14721 §1 6/3/09)

130.10 CAPITAL PLAN

A. Submission to City Council. The Mayor shall prepare and submit to the City Council a five (5) year capital program no later than the final date for submission of the budget. (Art. VIII, §811)

B. Contents of Capital Plan. The capital plan shall include:

1. A clear general summary of its contents;
2. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
3. Cost estimates and recommended time schedules for each improvements or other capital expenditure;
4. Method of financing, upon which each capital expenditure is to be reliant;
5. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired; and
6. All Capital Projects must be included in the Capital Plan Budget. (Art. VIII, §811)

The above shall be revised and extended each year with regard to capital improvements still pending or in the process of construction or acquisition. (Art. VIII, §811)

C. Financing Capital Projects. Financing for Capital Projects shall be obtained by Competitive Bidding. (Art. VIII, §811)

D. Capital Projects Approved. Proposed Capital Projects in the Capital Plan must be considered on their own individual merits by the Director of Finance, the City Controller, and the Proposer of the project. The procedures to approve the individual Capital Projects are:

1. Preliminary Feasibility Study (Art. VIII, §811)

The Capital Project preliminary feasibility study shall include:

- a. A clear general summary of its purpose and justification.
- b. The cost estimates and time schedule for the Capital Project including the cost of the Post Project Completion Audit.
- c. The method of financing and sources upon which this Capital Project is reliant.
- d. The annual cost of operating and maintaining the project to be constructed or acquired. (Art. VIII, §811)

The Council approval of Capital Projects in this preliminary feasibility study will require a simple majority vote in order to move on to a final approval and funding acceptance. (Art. VIII, §811)

2. Final Proposal and Financing (Art. VIII, §811)

The Final Capital Project proposal and financing shall include:

- a. A clear general summary of its purpose and justification. (Art. VIII, §811)
- b. The cost estimates and time schedule for the Capital Project including the cost of the Post Project Completion Audit. (Art. VIII, §811)
- c. The method of financing and sources upon which this Capital Project is reliant. (Art. VIII, §811)
- d. The annual cost of operating and maintaining the project to be constructed or acquired. (Art. VIII, §811)
- e. This final Capital Project Proposal will be published and made available for the public to review (Use Notice and Hearing Notice - Section 812). Capital Project replaces Capital Program. The final Council approval of Capital Projects will require five (5) votes to approve. (Art. VIII, §811)

3. Capital Project Reporting (Art. VIII, §811)

- a. **Current Projects.** All Capital Projects in process must be reported on a quarterly basis and provide an update on cost, completion date, and estimated revised operating costs. This information is to be supplied by the Director of Finance and the Project Manager to the City Council in such a form that it is available to the public. (Art. VIII, §811)
- b. **Extended Projects.** If commencement of a Capital Project does not begin by end of the fiscal year, following the year in which final approval is obtained, the project must go through Section 811(D)(1) and (2). (Art. VIII, §811)
- c. **Status Reports to Council:**
 1. **Bi-weekly Report:** A bi-weekly report of the active capital improvement projects shall be distributed to the City Controller and City Council upon their request.
 2. **Report to Council:** In addition, the Administration shall report bi-annually to Council at a public meeting on the status of all capital projects. (13401 §1 6/7/96)

4. **Capital Project Transfers.** Once a capital project is completed, the authorization for that capital project shall cease and the "appropriate surplus" shall not apply to any other project. There shall be no transfer of funds from any capital projects unless specifically approved by Council as an amendment to the capital budget. (13401 §1 6/7/96)

5. **Post Project Completion Audit.** Following completion of the Capital project, a complete and detailed audit must be published and made available to the public. This Post Audit is to be completed by an independent auditor appointed by the Council. The purpose of the Post Audit is to confirm the estimates of costs and explain any deviation between actual and estimated costs. (Art. VIII, §811)

130.11 CITY COUNCIL ACTION ON CAPITAL PLAN

A. **Public Access to Capital Plan.** The proposed Capital Plan shall be available for public inspection at City Hall and copies shall be available for the public at a reasonable fee to be set by the Council. (Art. VIII, §812)

B. **Adoption.** Council must adopt an annual Capital Plan, with or without amendment, no later than December 15th of the fiscal year, currently ending. If Council fails to adopt a Capital Plan by December 15th then the Mayor's original Capital Plan shall become the official Capital Plan of the City for the ensuing fiscal year. (Art. VIII, §812)

130.12 PUBLIC RECORDS

Copies of the budget, capital plan and appropriation and revenue ordinances shall be public records and shall be made available to the public at City Hall and at the Allentown Public Library. (Art. VIII, §813)

130.13 INDEPENDENT AUDIT

The Council shall provide for an annual independent audit to be completed and submitted to the Mayor within one hundred eighty (180) days of the close of the fiscal year. It shall include City receipts, expenditures, accounts and reports by a Pennsylvania Certified Public Accountant or a Certified Public Accounting firm, experienced in municipal finance, having no personal interest, direct or indirect, in the fiscal affairs of the City or any of its elected or appointed personnel. The Council may provide for more frequent audits at its discretion. Within thirty (30) days of completion, the Mayor shall present to the Council, the results of the annual audit and a financial statement of the fiscal affairs of the City, with the results of the independent auditor's survey of internal control and any recommendations thereon. The evaluation of the internal control shall take the form of a Management Letter. This Management Letter shall be submitted to the City Council after every audit. A summary of the annual audit of the independent auditor shall be published at least once in one or more newspapers of general circulation in the City within thirty (30) days after submission to the Mayor. The annual audit shall be conducted in accordance with generally accepted auditing standards. The financial report shall be prepared in accordance with generally accepted accounting principles, and shall include a balance sheet for each fund, and on a consolidated fund basis reflecting all current assets, current liabilities and fund balances. The Council shall designate such accountant or firm annually or for a period not exceeding three (3) years. Such accountant or firm shall not serve for more than six (6) consecutive years. (Art. VIII, §814)

130.14 APPROPRIATIONS

No monies shall be paid out of the City treasury except upon appropriation previously made by Council and upon warrant pursuant thereto, which warrant shall explicitly state the purpose for which the money is to be drawn. No work shall be hired to be done, no materials purchased, no contracts made, and no order issued for the payment of any monies in any amount which will cause the sums appropriated to specific purposes to be exceeded. In an emergency, however, defined as a situation which endangers or has the potential to endanger the life, safety or well-being of persons, and where expedient action must be taken to preserve and protect property and to avoid a significant potential for financial loss to the City as determined by the City's Emergency Management Committee and based upon the action recommended by them subject to the approval of the Mayor, the Director of Finance shall have the authority to transfer funds from the unappropriated balance of the various funds of the City to a maximum of \$50,000 per emergency to the appropriate bureau(s) responsible for responding to the emergency situation. Within twenty-four (24) hours of the decision by the Emergency Management Committee to respond to an emergency as outlined above, a representative of the Committee shall notify the President of City Council of its action. Within ten (10) days from the time of this appropriation, the Director of Finance shall submit a written report to City Council

referencing the full details of the emergency, the effect on public safety resulting from this emergency, the action taken to correct the emergency, and the estimated cost of the required action. At no time, except as herein detailed, shall this action be utilized to circumvent the normal appropriation powers and procedures of City Council. (12592 §1 2/1/84; 12979 §2 6/20/90)

130.15 CONTRIBUTIONS

A. The Administration shall furnish, to City Council, a list of all contributions of any nature, cash or non-cash, made to the City. The list shall be furnished on a quarterly basis.

B. The Administration shall not accept any contributions which contain a spending restriction and causes an expenditure of City funds unless specifically authorized by City Council by a Resolution passed at a Council meeting. (13209 §1 8/4/93)

[Editors Note: The section providing for Budget Reconciliation was repealed by Ordinance 13203 passed on June 16th 1993.]

130.16 CONTRACTS

A. Administration

1. Contract administration for the City including but not limited to authority as to preparation of specifications, letting of bids, award of contracts and payment of bills, shall be vested in the Mayor and the Department of Finance to be exercised in accordance with procedures adopted by the Mayor and consistent with the requirements set forth herein. (12497 §1 1/20/82).

2. Every contract shall specifically state that the vendor agrees not to hire City personnel who may exercise discretion in the awarding, administration or continuance of that vendor's contract. The prohibition shall be in force for up to and including one year following the termination of the employee from City service. A vendor's failure to abide by this provision shall constitute a breach of the contract, and the agreement shall so state. (14407 §1 7/31/06)

B. Bidding Process

1. *Whenever the estimated cost of any construction, erection, installation, completion, alteration, repair of, or addition to, any project subject to the control of the City shall exceed Forty Thousand (\$40,000) Dollars; it shall be the duty of the City to have such work performed pursuant to a contract awarded to the lowest responsible bidder, after advertisement for bids. Every such contract shall contain a provision obligating the contractor to the prompt payment of all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment or service enter into and become component parts of the work or improvement contemplated. Such provision shall be deemed to be included for the benefit of every person, partnership, association or corporation who, as subcontractor or otherwise, has furnished material, supplied or performed labor, rented equipment or services in or in connection with the prosecution of the work as aforesaid, and the inclusion thereof in any contract shall preclude the filing by any such person, partnership, association or corporation of any mechanics' lien claim for such material, labor or rental of equipment. (Art. VIII, §815; 13596 §1 8/21/9; 14684 §1 2/23/09)*

2. *Whenever the estimated costs of any purchase of supplies, materials or equipment or the rental of any equipment, whether or not the same is to be used in connection with the construction, erection, installation, completion, alteration, repair of, or addition to, any project subject to the control of the City, shall exceed Forty Thousand (\$40,000) Dollars, it shall be the duty of the City to have such purchase or rental made pursuant to a contract awarded to the lowest responsible bidder, after advertisement for bids, such advertisement including but not limited to any of the following: newspaper advertisements, internet and trade publications, and shall be posted on the City Website. The City shall make every effort to use available resources to secure the most cost effective responsible bid and this shall include but not be limited by the internet, buying groups, co-ops, consortiums, e-commerce, and reverse auctions. (Art. VIII, §815; 13596 §1 8/21/97; 14684 §1 2/23/09)*

a. *The City shall not evade the provisions of subsection (a) or (b) as to*

advertising for bids by purchasing materials or contracting for services piecemeal for the purpose of obtaining prices under Forty Thousand (\$40,000) Dollars upon transactions which should, in the exercise of reasonable discretion and prudence, be conducted as one transaction amounting to more than Forty Thousand (\$40,000) Dollars. This provision is intended to make unlawful the practice of evading advertising requirements by making a series of purchases or contracts, each for less than the advertising requirement price, or by making several simultaneous purchases or contracts, each below said price, when, in either case, the transactions involved should have been made as one transaction for one price. (Art. VIII, §815; 13596 §1 8/21/97; 14684 §1 2/23/09)

- b. Written or telephonic price quotations from at least three (3) qualified and responsible contractors or vendors shall be requested for all contracts that exceed Ten Thousand (\$10,000) Dollars but are less than the amount requiring advertisement and competitive bidding or, in lieu of price quotations, a memorandum shall be kept on file showing that fewer than three (3) qualified contractors exist in the market area within which it is practicable to obtain quotations. A written record of telephonic price quotations shall be made and shall contain at least the date of the quotation, the name of the contractor and the contractor's representative, the construction, reconstruction, repair, maintenance or work which was the subject of the quotation and the price. Written price quotations and written records of telephonic price quotations and memoranda shall be retained for a period of three (3) years. (Art. VIII, §815; 14684 §1 2/23/09)

3. The City shall require as a condition of the award of any contract, pursuant to Subsection (a) or (b) of this section, that the contractor give to the City any bond or Letter of Credit (including bonds for the performance of the contract, and for the prompt payment by the contractor for material, supplies, labor, services and equipment) which are prescribed by law for contracts awarded by cities of the Third Class. (Art. VIII, §815)

4. All contracts, change orders and leases shall be on file in the office of the City Controller and shall be available for public inspection during normal business hours. (Art. VIII, §815; 13596 §1 21/8/97; 14684 §1 2/23/09)

5. Resident Preference:

- a. For the purposes of this section, "Resident Business" means one which maintains its principal place of business in the City of Allentown or maintains an office which employs at least five (5) employees in the City of Allentown.
- b. When bids are received from both non-resident and resident businesses, or for a product manufactured in Allentown or manufactured by an entity headquartered in Allentown, and products which are not, and the lowest responsible bid is from a non-resident business or not manufactured in Allentown or by an entity headquartered in Allentown, the contract shall be awarded to the responsible resident business or the product manufactured in Allentown or manufactured by an entity headquartered in Allentown, whose responsible bid is nearest to the bid price of the otherwise low non-resident bidder, if the bid price of the resident bidder is made lower than the bid price of such non-resident business when multiplied by a factor .95. (Residence Preference provision was approved in a Charter Referendum, November 4, 1997)
- c. In order to qualify for the preference set forth in Subsection B., above, the resident business or manufacturer must be properly licensed to do business in the City of Allentown and in compliance with all City Ordinances and regulations.
- d. This section shall not apply to bids for the construction of public improvements in excess of \$50,000, or where the difference between the lowest non-resident bid and the lowest resident bid is in excess of \$2,500, or where otherwise prohibited by law or state or federal regulation. (13650 §1 3/5/98)

C. Emergency Purchases. The bidding requirements of this section shall not apply to emergency purchases. An emergency purchase shall mean a purchase necessary for the public safety or to avoid a significant financial loss to the City. 14684 §1 2/23/09)

Emergency purchases shall be determined by the Mayor, Managing Director, or designee and within one week after the purchase of any goods, equipment or services described in the above, the Finance Director shall submit to the City Controller a report detailing the justification for excluding said purchase from advertised bidding requirements, the vendor selected for the purchase, the price paid for the goods, equipment or services purchased, and any additional information as the City Controller may require. (13596 §2 8/21/97; 14684 §1 2/23/09)

D. Sweatshop Prohibition: The City is prohibited, to the extent possible, from purchasing, leasing, renting or taking on consignment goods produced under sweatshop conditions. (13591 §1 7/17/97)

The City is directed to notify the City's suppliers of this policy in writing.

Vendors or suppliers must authorize a statement verifying they have made a good faith effort to ascertain such information about the factories which manufacture their products.

To the extent possible, goods from suppliers who will not state that their products are not made under sweatshop conditions will not be purchased.

The criterion spelled out below shall be included in every City purchase as part of the contract stipulating that said vendor has made a good faith effort to ascertain such information about the factories which manufacture their products.

Such a compliance form must also be submitted from each vendor that desires to go on any bidding list.

The following criterion shall be used to qualify goods as not being procured under sweatshop conditions:

1. **Child Labor.** The factory does not employ anybody younger than the legal age for children to work in the country in which the factory is located, and regardless of the legal age, does not employ anybody younger than age 15.
2. **Forced Labor.** The factory does not use forced labor of any kind -- prison labor, indentured labor or bonded labor.
3. **Wages and Benefits.** The factory pays a wage which enables its employees to meet their basic needs for food, shelter, clothing and medical care and to set aside money for future purchases. The factory also provides all benefits required by law in their country and compensates workers for overtime.
4. **Hours of Work.** Employees are not required to work more than 48 hours per week or less if the law of the country in which the factory is located sets a shorter work week.
5. **Workers' Rights.** The factory is a workplace free from physical, sexual or verbal harassment. Employees have the right to speak up about conditions in the factory without fear or retaliation and have the right to form unions of their own choosing without employer intimidation.
6. **Health and Safety.** The factory provides a safe and healthy working environment. (13591 §1 7/17/97)

E. Purchase of Professional Services

1. Unless otherwise prescribed or superseded by the City Charter, any purchase of professional services (excluding those related to public debt offerings or other borrowing) in any amount that exceeds Forty Thousand (\$40,000) Dollars shall be made by written contract and shall be conducted as follows (12497 §1 1/20/82; 13351 §1 9/22/95; 13351 §1 9/22/95; 13445 §1 5/20/98; 14684 §1 2/23/09)

Requests for professional consulting services (excluding those related to public debt offerings or other borrowing) shall be advertised in any of the following: Newspaper advertisements, internet and trade publications, and shall be posted on the City website. The City shall make every effort to use available resources to secure the most cost effective responsible bid, and this shall include but not be limited by the internet, buying groups, co-ops, consortiums, e-commerce, and reverse auctions. *14684 §1 2/23/09*

- a. The advertisement shall be in one of two alternative formats. First, it may simply serve notice that a Request for Proposal (RFP) is available for review listing all basic information necessary to elicit responses. Second, the advertisement may briefly summarize the nature of the requested services and solicit statements of qualifications from firms interested in providing the requested services to the City. As a result of the information provided in this phase, selected qualified firms will be asked to respond to a detailed RFP. *14684 §1 2/23/09*
- b. The Request for Proposal shall clearly describe the desired services and shall include, but not be limited to the following information:
 1. General background information pertinent to the requested services.
 2. Nature and scope of requested services including minimum tasks and activities to be performed together with prescribed completion schedule.
 3. Methodology and technical approach to be used in accomplishing the requested work.
 4. Description of reports required.
 5. Documentation of qualifications and experience in similar work and resumes of staff members to be assigned to the engagement.
 6. Compensation information including detailed cost information itemizing hours and rates of each class of staff to be utilized, overhead and profit (if not included in such rates), and out-of-pocket expenses such as travel, telephone, publication and duplication.
 7. Estimated utilization of City resources necessary to complete the engagements.
 8. Information on the City's evaluation and selection process. *(12432 §1 10/1/80; 13351 §1 9/22/95)*

2. The selection process shall be based on the objective criteria contained in the RFP and shall be conducted by a Selection Committee composed of the Director of Finance, Department Head, Bureau Manager, and any other staff deemed appropriate. *(12497 §1 1/20/82)*

3. Unless otherwise prescribed or superseded by the City Charter, whenever fewer than three (3) proposals are received from qualified and responsible vendors for professional services of more than Ten Thousand (\$10,000) Dollars but less than the amount requiring advertisement and competitive bidding Forty Thousand (\$40,000) Dollars, the administrative documentation that requests execution of any resulting contract shall provide the reason(s) for not obtaining three (3) proposals. The contract and the administrative documentation shall be kept on file at the City Controller's Office. *(14684 §1 2/23/09)*

F. Policy and Procedures for Engineering By Consultants For State and Federally Funded Projects

The following procedures shall be used for the orderly determination of the need to use consulting engineering firms, the qualifications and selection of firms, and general administration and monitoring of engineering agreements:

Upon being notified of the need to initiate engineering services on a project, the City Engineer shall analyze the City of Allentown forces to determine if the services of a consulting firm are necessary. The analysis regarding the need to engage consultants will be documented in the project file.

A detailed scope of work, describing the project, its location, and services required, will be prepared. An engineering cost estimate will be prepared to compare with the consultant's proposal. The request for letters of interest from consulting firms interested in performing the required engineering services will be advertised in any of the following: Newspaper advertisements, internet and trade publications, and shall be posted on the City Website. The City shall make every effort to use available resources to secure the most cost effective responsible bid and this shall include but not be limited by the internet, buying groups, co-ops, consortiums, e-commerce, and reverse auctions. (14684 §1 2/23/09)

The advertisement will include the following information:

- a. Location and brief description of the required engineering services.
- b. A statement that the City encourages responses from small firms, minority firms, and firms who have not previously performed work for the City of Allentown.
- c. Cut-off time for response to the advertisement (minimum of two weeks)
- d. Special requirements Forms 254 and 255.

Three consultants will be selected from those consultants who submit letters of interest. A qualification committee selected by the Public Works Director shall review the qualifications of consultants who submit letters of interest. Documentation of consultants considered and the committee's recommendation shall be maintained in the project file. The committee shall document the reasons for their recommendations.

The City Engineer shall review the recommendations of the qualification committee and select three firms to be recommended to the Pennsylvania Department of Transportation (hereinafter called the Department) as the consultants to prepare a proposal. Upon receipt of the approval of the consultants from the Department, a technical proposal shall be requested from the consultants.

The request for technical proposals shall include a brief written scope of work. The consultants will be invited to a scope of work meeting at which time the project will be explained in detail. Representatives from the Department will be invited to the meeting. The consultants will be advised of the applicable federal regulations, review procedures, contract form, and administration. A copy of Division 1 of the Department's Form 442 will be supplied to the consultants with the understanding that the specifications will be made a part of the contract. The City of Allentown's limitations of profit, wages, overhead factors, etc., will be explained. The consultants will be given a name and phone number to contact in case he/she would have any questions during the preparation of his/her proposal.

Upon receipt of the technical proposals from the consultants, the qualification committee shall review the technical proposals and make a recommendation for the ranking of the short-listed consultants for the purpose of negotiating an engineering agreement. The committee shall document the reasons for their recommendation.

The City Engineer shall review the recommendation of the qualification committee and rank, in order of preference, the firms. The ranking will be recommended to the Department for approval. Documentation supporting the ranking of the consultants shall be forwarded to the Department when requesting approval of the consultant's ranking. The Department shall approve and/or comment on the municipality's recommended ranking.

The municipality will request a cost proposal from the agreed to first ranked firm and submit the appropriate number of copies to the Department.

The Department will conduct the pre-award evaluation and schedule and hold negotiations, if necessary.

The agreement will be prepared by the Department and circulated for signatures.

It is understood that the consultant cannot begin work until the Federal authorization has been obtained and notification of this fact has been received by the City.

The City Council designates the City Engineer to perform liaison activities between the City of Allentown, the Department, and the consultant.

The City of Allentown will enter into a reimbursement agreement with the Department setting forth the methods for reimbursing the federal funds to the City of Allentown. The reimbursement agreement will be prepared by the Department.

During the life of the engineering agreement, monthly (or at other appropriate times) meetings will be held with the consultant and the designated liaison person. The Department will be invited to attend these meetings. Documentation of these meetings will be included in the project file.

Partial payment invoices for work performed will be processed as provided by Division 1, Form 442. After review of the invoices by the Public Works Director, it will be paid. The invoice will in turn be forwarded to the Department with recommendation for reimbursement of the federal share.

Prior to termination of services and payment of the final invoice, a joint review will be made by the Department and the City of Allentown to insure the propriety of claims and that all terms and conditions of the contract have been satisfied. Documentation of these findings will be submitted to the Department with the final invoice.

The City of Allentown's designated liaison person will complete copies of the Department's Form D-429, "Past Performance Report Consultant Engineers" and Form D-388, "Confidential Design Evaluation Report", and submit them to the Department.

It is understood and made part of these procedures that the employees of the City of Allentown will neither solicit nor accept gratuities, favors, or anything of monetary value from consultants or contractors or potential consultants or contractors. Violators of said standards will be subject to dismissal from their employment with the City of Allentown, by order of the City Council. (13077 §1 9/18/91)

G. List of Subcontractors Required

Contractors that are awarded a bid shall provide a list of all subcontractors if they will engage in any work on the project. The list shall be part of the contract that shall be on file in the Controller's Office. (14428 §1 10/6/06)

130.17 OUT-SOURCING

City Council must approve, by Resolution, all contracts for service, to do work or provide City services, which is currently being performed or provided for by City workers as of the effective date of this Ordinance except for temporary emergency service assistance of a duration not to exceed one week. (13355 §1 9/28/95; 13655 §1 3/4/98)(13655 was vetoed by the Mayor and Resolution 27396 was passed on 3/18/98 to override the Mayor's veto.)

130.18 WARRANTS: FORM AND SIGNATURE

A. Warrants are to be issued on forms approved by the City Treasurer, the City Controller and the Director of Finance.(12497 §1 1/20/82)

B. Prior to a warrant being presented to the City Treasurer, it must be signed by the head of the department or office issuing such warrant and countersigned by the City Controller. Upon compliance herewith, such warrant shall be sufficient authority for the City Treasurer to issue a check or draft for payment thereof. (9917 §1,2 10/2/62)

130.19 DEPOSITS; CO-MINGLING; NEGATIVE CASH BALANCES

A. Monies received by the Department of Administration and Finance shall be deposited daily in such banks or other financial institutions designated as legal depositories by the Commonwealth of Pennsylvania for cities of the Third Class.

B. Deposits shall be made in the name of the City and credited to the proper fund(s). Such amounts shall not be co-mingled provided, however, that interfund borrowing to eliminate temporary cash shortages and "pooling" of available cash balances for investment purposes pursuant to Section 130.20 shall not be construed as co-mingling. The Administration shall provide to Council and the Controller, on a monthly basis, the status of any interfund borrowing. (12620 §6 9/5/84; 14218 §1 10/6/04)

C. The Administration must notify Council and the Controller of any negative cash balance in any budgeted fund account within seven (7) days of such occurrence. (14218 §1 10/6/04)

130.20 TEMPORARY INVESTMENT OF FUNDS

The Director of Finance, or designee, shall be authorized to invest any available monies in instruments and securities designated as legal investments by the Commonwealth of Pennsylvania for cities of the Third Class. For purposes of making such investments, any available cash balances may be combined or "pooled" provided, however, that the interest earned on such investments shall be properly pro-rated among the respective funds. (12711 §1 5/21/86)

There shall be an Investment Advisory Committee composed of four (4) members. One (1) member shall be the Manager, Treasury and Accounting Operations, one (1) member shall be the Council President or his/her designee and two (2) members with substantial investment experience who shall be appointed by the Mayor with the advice and consent of Council. The initial members of the Committee shall have staggered terms of one, two and three years. Each succeeding term shall be for a period of three (3) years. During the terms of membership on the Committee, the respective firms, if any, of the two (2) members appointed by virtue of their substantial investment experience shall be ineligible to participate in the solicitation, placement, or receive any investments of the City of Allentown. (12711 §1 5/21/86)

The Investment Advisory Committee shall meet quarterly or as often as necessary to review and make recommendations of the investments, if needed, and shall provide City Council with a copy of the minutes of these meetings. (12711 §1 5/21/86)

The Investment Advisory Committee shall periodically review the investment policy for the City of Allentown. (12711 §1 5/21/86)

130.21 VACANCY REPORT

A. The Administration shall furnish to City Council a list of all position vacancies in each fund on a monthly basis. The list shall include the fund that supports the position, the Department and Bureau wherein the position is vacant, the position, pay class, annual wage, vacancy date and savings.

B. After reviewing the report and consulting with the Administration, Council reserves the right to state their opinion on filling the position with a resolution which demonstrates their intention to delete the position from the budget. (13210 §1 8/4/93)

130.22 LIMITATIONS ON EXPENDITURE OF CITY FUNDS

A. No City funds shall be expended for the purchase of any newspaper which is not a specialized professional journal.

B. For the purposes of this section, a general circulation newspaper shall not constitute a specialized professional journal. (13231 §1 12/16/93)

130.24 SALE/LEASING OF CITY LAND

City owned real estate shall not be sold, conveyed, transferred or leased for a term in excess of five years without the prior authorization of City Council in the form of a resolution adopted at a public meeting. (13253 §1 4/7/94)

130.25 DEDICATING CITY ASSETS

A. Purpose

This policy is to encompass the naming of any City assets including parks, open spaces, facilities, recreation elements, streets and other municipal buildings or properties. The final decision for naming of assets will rest with City Council, including naming opportunities as a result of gifts and sponsorships. The naming of a particular asset is important for public awareness, promotion and emergency access. Therefore, naming will be consistent with the City of Allentown's vision and will not contravene any policy of the City nor reflect negatively on the City's public image.

B. Intent

The intent of this policy is to:

- Begin a practice of naming municipal property, buildings and recreation and park elements after significant geographical, neighborhood and historical elements;
- Recognize on an exception basis, significant contributions that organizations or individuals have made to the public life and the well-being of the people of Allentown;
- Provide direction of how to apply for approval to name, rename or dedicate municipal property, buildings or park elements.

C. Policy Statements

1. There are four main types of naming situations this policy intends to address:
 - Opening of a new City asset or reopening of a City asset following refurbishment
 - Honoring individuals or groups
 - Recognizing international, national or provincial events/competitions
 - Providing recognition of gifts, sponsorships and joint ventures
2. The selection of a name will be based on a number of criteria including but not limited to:
 - A longstanding local area identification with the residents
 - Understandable to the majority of citizens in Allentown
 - Consistent with any other applicable policies and naming guidelines
 - Assists with emergency response situations by being consistent with street names and geographical locations and meeting the requirements of Allentown Fire Department, Police, and EMS
 - Consistent with sponsorship levels
3. Preference will be given to names that:
 - Give a sense of place, continuity and belonging reflecting the geographic location, community, neighborhood or street where the City asset is located and/or;
 - Recognize the historical significance of the area and/or;
 - Reflect unique characteristics of the site and/or;
 - Reflect the type of service offered and/or;
 - Are in keeping with a selected theme and/or;
 - Honor individuals, living or deceased, who have made a significant contribution to the community
4. Names will not be chosen that:
 - Cause confusion due to duplication or names sounding similar to existing locations within Allentown;
 - Are the names of tobacco companies;
 - Lend themselves to inappropriate short forms or modifications
 - Are discriminatory or derogatory considering race, gender, creed, political affiliation, or other similar factors;
 - Recognize the birth, marriage or anniversary of specific individuals (this can be done through individual dedications of benches and trees though Parks and Arenas).
5. Names of persons, organizations, corporations, foundations or their families will be considered when they have made a significant contribution to the City by:
 - Enhancing the quality of life and well-being of the City
 - Contributing to the historical or cultural preservation of the City

- Contributing toward the acquisition, development or conveyance of land or building
- Achieving excellence in their endeavors and representing Allentown in a meritorious manner and/or
- Where there is a direct relationship or association that exists between former place of residence of the person or group and the asset to be named

6. Where the name of an individual is recommended after a discussion, consent shall be obtained from the individual or their next of kin prior to Council's public consideration.

7. Where the naming opportunity is as a result of a sponsorship or gift the following factors must be considered:

- The significance of the contribution made relative to the construction and operating costs of the item being named
- The cost of establishing the naming option (e.g. cost of the signage to be paid by the applicant unless the City has made the request for the name change)
- Sunset clause associated with the length of time that the name will be used. Naming agreements may be renewed if the appropriate gift or sponsorship is received.

8. Existing names will not be changed without consideration of the historical significance of the existing name, the impact on the individual or organization previously named, the cost and impact of changing existing signage, rebuilding community recognition and updating records (i.e. letterhead, databases, promotional materials) Each application will be considered on a case-by-case basis.

D. Application Review and Approval Process

1. Applicant(s) shall submit a written request for civic naming to the City Clerk. The written request shall provide the following:

- Background information concerning the rationale for consideration of the request;
- Biographical information if named after an organization or individual; and
- Documentation including letters from organizations and individuals providing substantial support for the request.

2. Each application for naming/renaming shall undergo a process which will:

- Review the application for conformity with this policy
- Circulate the application to the appropriate internal stakeholders for comment on the suitability of the application
- Discuss any naming in recognition of an individual prior to discussing it with the individual or next of kin.
- Consult with external stakeholders in the community to the level of support or identify possible objections to the requested civic naming
- Determine whether or not a special event is planned to coincide with the formal naming

3. An asset shall only be named or renamed upon the approval of at least five (5) of the seven (7) members of City Council. (13734 §1 2/18/99; 14467§1 2/8/07)

130.26 CITY FUNDS PROHIBITED TO DELINQUENTS

The City shall not distribute any funds to any business or organization that is delinquent in taxes, assessments, or any other municipal fee or charge that is due to the City or any agency created by the City, provided that this section does not violate state or federal laws or requirements. This section shall not prohibit the acquisition of an interest in real estate. (14068 §1 (3/20/03)

130.27 SETTLEMENTS

Council shall be given notice of any legal settlement that entails Fifty Thousand (\$50,000) Dollars or more in City funds within thirty (30) days of the settlement. (14433 §1 11/7/06)

130. 28 STABILIZATION FUND

1. The Administration shall consolidate \$4.8 million as reserves into one fund entitled, the Stabilization Fund, from the proceeds of the bank note authorized by Ordinance No. 14422;
2. The Stabilization Fund shall only be comprised of unreserved, undesignated reserves;
3. All transfers from the Stabilization Fund shall be upon approval of City Council, however this will not preclude the use of the funds for cash flow purposes by other City Funds during a given budget year, provided documented revenue receivables for the borrowing Fund exceed budgeted expenditures and the monies transferred, and all such borrowed monies are returned to the Stabilization Fund before the close of the applicable budget year. Transfers for cash flow purposes shall be allowed provided that they do not go beyond a fiscal year. Council shall be notified that this has occurred within seven (7) days of the "borrowing." (14493 §1 6/10/07)
4. The annual budget documents submitted by the Mayor shall disclose the beginning and ending balance of the Stabilization Fund for the fiscal year;
5. In addition to adopting the budget and setting the rate of taxation for the fiscal year, City Council's ordinance to adopt a budget shall state the beginning and ending balance of the Stabilization Fund for the fiscal year;
6. Once established, the historical data of the Stabilization Fund shall be included as an appendix in all future budgets submitted by the Mayor;
7. The Mayor shall distribute copies of this ordinance to the proper officers and other personnel of the City of Allentown whose action is required to achieve the purpose of this ordinance;
8. As a part of any resolution seeking the authority of City Council to sell City owned real property, the Mayor shall include a proposed Fund distribution of monies to be received from such sale, and at least ten (10%) percent shall be committed toward repayment of this loan beginning in 2008. (14434 §1 11/7/06;14493 §1 6/10/07)
9. The debt incurred to create the Stabilization Fund shall be paid off prior to the expiration of the fixed interest rate of the loan or within ten (10) years, whichever occurs sooner. (14434 §1 11/7/06)

130.29 STATE AND FEDERALLY FUNDED CONSTRUCTION PROJECTS

The requirements of this ordinance shall apply whenever the total estimated cost of any construction, erection, installation, completion, alteration, repair of, or addition to, project subject to the control of the City shall include the use of State and/or Federal funds and exceed Two Hundred Fifty Thousand (\$250,000) Dollars excluding architectural and engineering costs. For all applicable projects, the successful bidder must agree to enter into a Project Stabilization Agreement (PSA) under the terms and in a form substantively consistent with those as set forth in the PSA in Appendix A. Each PSA shall pertain to and shall expire and be of no further force or effect upon the completion of the Project. All proposals or requests for proposals shall include specific notice of this requirement. (14865 §1 12/22/10)

Appendix A

ALLENTOWN LABOR STABILIZATION AGREEMENT

ARTICLE I

INTENT AND DURATION

Section 1. Intent and Duration. This Project Stabilization Agreement (the "Agreement") is entered into between the City of Allentown ("CITY"); [Name of General Contractor] as General Contractor (GC) and Building Trades Council of the Lehigh Valley ("BCTC"); Lehigh Valley Carpenters Local 600, Operating Engineers Local 542 and the Signatory Unions (the "Unions") and applies exclusively to the construction work within the scope of this Agreement to be performed on the CITY'S [Identify Project] (the "Project"). The purpose of this Agreement is to promote efficiency in the construction of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement applies exclusively to construction Projects undertaken by the city in which the city uses state or federal funding for the completion of the project and having a total value equal to or greater than \$250,000 excluding architectural and engineering costs. This agreement shall pertain to and shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction work covered by this Agreement on the Project shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. The Unions agree that other Contractors may execute the Agreement for purposes of performing such work. The GC shall monitor compliance with this Agreement by all contractors, who through their execution of a Letter of Assent hereto, together with their subcontractors, shall become bound hereto. For purposes of this Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction work on the Project, including the GC when it performs such construction work.

The GC, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the GC.

Section 2. Limitation of Agreement to Project. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project, and that by signing the Letter of Assent hereto, a Contractor, not previously in signed agreement with the Unions, does not recognize the Unions as the bargaining representative of any of its employees at any other project, site or location. It is the intent of this Agreement that Contractors who sign it will create a relationship with the Unions governed by the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. 4 158(f)

ARTICLE II

PURPOSE

Section 1. Purpose. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an absolutely on-time completion of the Project. The signatory parties further pledge to demonstrate nationally that Eastern Pennsylvania enjoys a mature labor relations climate and continues to be the number one location in the United States to live and work.

Section 2. Time is of the Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the CITY and the GC have a critical need for timely completion of the Project, as the Project must be completed prior to [Date]. Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or

permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), hand billing, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. Contractors agree not to engage in any lockouts.

ARTICLE III **BENEFITS OF THE AGREEMENT**

Section 1. Benefits of the Agreement. This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (b) standardizing terms and conditions governing the employment of labor on the Project;
- (c) permitting a wide flexibility in work scheduling, shift hours, and starting times;
- (d) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (e) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (f) ensuring a reliable source of skilled and experienced labor; and
- (g) furthering public policy objectives, to the extent lawful, as to improved Employment opportunities for the Minority Business Enterprises, Women Business Enterprises.

ARTICLE IV **SCOPE OF THE AGREEMENT**

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction work required to construct the Project. The site of the construction is agreed to be [insert description of the site of construction].

Section 2. Exclusions from Scope. Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by CITY.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or Machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site.
- (d) All employees of CITY, the GC, the design team or any other consultant when such employees do not perform manual labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, unless such work has historically and customarily been performed by members of a signatory union, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.

- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of CITY, or of any State agency, authority or entity or employees of any municipality or other public employer.
- (j) All employees and entities engaged in ancillary Project work performed by electric utilities, gas utilities and telephone companies.

The Unions agree that there shall be no interference with, or disruption of work, of those contractors, employers and employees exempted from coverage of this Agreement by subparagraph (a) through (j) above.

Section 3. Contract Award and Consent to Agreement.

(a) The GC, and/or Contractors, as appropriate have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any Agreements between such contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.

(b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall also be required to accept to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be available for review by the Unions.

Section 4. Stand-Alone Agreement. This Agreement is a stand alone agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement and expressly does not incorporate any local are collective bargaining agreements, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction.

Section 6. Subcontracting. CITY agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become a signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among CITY and or any Contractor and CITY shall not assume any liabilities of the Contractors.

Section 8. Abatement of Agreement. As areas of covered work on the Project are accepted by CITY, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by CITY to engage in repairs or punch list modifications.

**ARTICLE V
LABOR / MANAGEMENT COOPERATION**

JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a three-person committee comprised of one member each from the General Contractor, from CITY, and from the signatory Unions, with an alternate signatory Union member available to replace the regular volunteer when a problem or grievance concerns the regular member's Union. The members of the Project Joint Administrative Committee shall be appointed by their respective principals at a time to be determined after the time the General Contract is awarded. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor recognizes the Unions as the sole and exclusive bargaining representative of all craft employees within their respective jurisdictions working on the Project under the Agreement. It is contemplated that such recognition under this Agreement is pursuant to the provisions of Section 8(f) of the Labor Management Relations Act, 29 U.S.C. 5 158(f) unless the signatory Contractor and Unions have another, preexisting legal relationship.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off.

Section 3. Union Referral. For Local Unions having a job referral system or hiring hall, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and Local laws and regulations requiring equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. Its hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason and request another, different referral.

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union forty-eight (48) hours to refer applicants. The Contractor may reject any referral for any reasonable and request another, different referral. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals. In the event that Local Unions are unable to fill any requisitions for qualified employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and refer the applicant to the Local Union for dispatch to the Project.

Section 6. No Cross-Referrals. The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor, nor shall any Union engage in any activity which encourages workforce turnover or absenteeism.

Section 7. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographical areas when its referral lists have been exhausted.

Section 8. Non-Discrimination. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

Section 9. Core Employees. To provide opportunities to participate on the Project to minority and women owned business enterprises as well as other enterprises which do not have a relationship with the Unions signatory to this Agreement and to ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that any such enterprise has the right to select core employees whom it will employ on site, in accordance with the formula below and who:

- (a) possess any license required by the state or federal law for the Project work to be performed;
- (b) have worked a total of at least 1,200 hours per year in the construction craft during each of the prior 3 years, including participating in a state certified apprenticeship program;
- (c) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (d) have the ability to perform safely the basic functions of the applicable trade.

Ten percent of all employees hired by each contractor may be core employees. After such core employees have been hired by any contractor, all the employees shall thereafter be hiring hall referrals by the appropriate signatory unions in accordance with the provisions of the applicable local collective bargaining agreements.

Section 10. Craft and General Forepersons. The selection of craft foreman and/or general foreman and the number foreman required shall be the exclusive right and responsibility of each contractor.

ARTICLE VII DISPUTES AND GRIEVANCES

The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the GC or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected by the CITY. The rules of the American Arbitration Association shall govern the

conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE: VIII JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX MANAGEMENT'S RIGHTS

Section 1. Exclusive Authority - Workforce. The GC and the Contractors retain the full and exclusive authority for the management of their operations and workforces. The GC and Contractors retain the right to plan, direct, and control the workforce, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of employees; the determination of crew make-up, crew size and manning levels; the selection of foremen, the assignment and scheduling of work; the promulgation of work rules; and the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency of the individual and/or joint working efforts of employees shall be permitted or observed. The GC and Contractors may utilize any methods or techniques of construction and operation.

Section 2. Materials, Design, Machine, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, prefabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

Section 3. Specialty Work. It is recognized by the Contractors, the Unions, and their members that the performance of certain work on the Project shall consist of the installation of certain materials, equipment, or

supplies manufactured outside this local vicinity which must, for warranty purposes, be installed by the manufacturer and/or designated specialty contractors and that such installation work is not customarily performed by the members of such unions. The Unions and their members agree that they shall make no claims for such work; provided, however, that the GC and/or the Joint Administrative Committee shall provide them with the necessary information establishing the nature of such specialty work.

Section 4. New Technology, Equipment. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

Section 5. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE X. WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or nonsignatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members, which violates this section, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this article.

Section 2. Union Responsibilities. The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately. No employee shall engage in activities which violate this Article, and the Union shall pursue all disciplinary action permitted by its Constitution and By-laws against any employee who engages in any activity which violates this Article.

Section 3. Violation. If any Contractor and/or CITY contends that any Union or its member(s) has violated this Article, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, and the BCTC. The International President or Presidents will immediately instruct, order and use the best efforts of his office, including discipline procedures under its Constitution and By-laws, to cause the Local Union(s) or its members to cease any violation of this Article.

Section 4. Expedited Arbitration. Should CITY, CC or any Contractor believe that there has been any violation of this Article, it may institute this expedited arbitration procedure (in addition to any action at law or in equity, or any other contractual procedure available to it). The parties to this Agreement have agreed that the Labor Arbitration Rules of the American arbitration Association shall apply, including the Rules governing Expedited Arbitration. The Arbitrator shall hold a hearing within twenty-four (24) hours of verbal or written notice of a claimed violation of this Article and shall complete the hearing in one session. The sole issue at the hearing shall be whether or not a violation of this article has occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The arbitral award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without opinion. If any party desires an opinion, the arbitrator shall issue one within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award.

ARTICLE XI WAGE AND BENEFITS

Section 1. Classification - Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the prevailing wage and benefit rates for these classifications. The GC, upon

request, shall provide the Unions with substantiation that prevailing wages and benefits are being paid by Contractors on the Project.

Section 2. Payment of Benefits/Contribution. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor. This section does not apply to core employees unless any core employee voluntarily elects to join and become a member of any local union signatory to this Agreement, in which event this Section shall immediately apply with respect to any such core employee.

ARTICLE XII LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike slowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

ARTICLE XIII HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour for unpaid lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre-job conference which may be changed thereafter upon three (3) days notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between the 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For the purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor. If necessary, these starting times would be between 6 AM and 8 AM. This policy could help reduce the transportation problems at start and completion times.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a week, such work and work performed on Saturday shall be paid at one and one half times the straight time rate of pay. If scheduled for a four day ten hour shift work week, Friday may be scheduled as a make-up day at straight time to make-up for a lost day, (Monday through Thursday), due to inclement weather. Work on Sundays and

Holidays shall be at double the straight time rate of pay. There will be no restriction on any Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The Contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

(a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period for eight (8) hours pay.

(b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift) between Monday and Friday.

Section 5. Holidays. Recognized holidays on the Project shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Work performed on holidays shall be paid at double the straight time rate of pay. A holiday falling on Sunday shall be observed the following Monday

Section 6. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five-day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly."

Section 7. No Organized Work Breaks. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work stations.

Section 8. Craft Worker Parking Facilities. Parking facilities or arrangements for employees working on the Project will be established by GC by the time work on the Project commences.

**ARTICLE XIV
APPRENTICES AND HELMETS TO HARDHATS**

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentices' capabilities.

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

Section 3. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 4. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE XV
DRUG AND ALCOHOL POLICY**

Section 1. Policy. All parties understand and agree that a substance abuse program has been established by the **Constructors Association of Eastern PA (CAEP)**, and will be in force for all work performed under the Agreement. The substance abuse program will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The substance abuse program will be incorporated into and made part of the Agreement and implemented for all Contractors and employees working on the Project.

**ARTICLE XVI
NON-DISCRIMINATION**

Section 1. Policy. It is the continuing policy of the GC, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin or union signatory or membership status. There shall be no discrimination against an employee because of her or his membership in, or activities on behalf of Unions.

**ARTICLE XVII
SOLE AND COMPLETE AGREEMENT**

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

**ARTICLE XVIII
SEPARABILITY AND SAVINGS CLAUSE**

Section 1. Intent of Parties. If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal arbitration.

Section 2. Force of Agreement. The parties recognize the right of the CITY to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the General Contractor, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

City of Allentown

By _____

Name of General Contractor as General Contractor (GC)

By _____

Building Trades Council of the Lehigh Valley ("BCTC")

By _____

Lehigh Valley Carpenters Local 600

By _____

Operating Engineers Local 542

By _____

Signatory Unions (the "Unions"):

Heat & Frost Insulators & Allied Workers Local 23

By _____

Boilermakers Local 13

By _____

Bricklayers, Tilesetters & Cement Masons Local 5

By _____

Cement Masons & Plasterers Local 592

By _____

Electricians Local 375

By _____

Elevator Constructors Local 84

By _____

Glaziers & Architectural Metal Workers Local 252 DC 21

By _____

Ironworkers Local 36

By _____

Laborers Local 1174

By _____

Millwrights Local 1906

By _____

Painters Local 1269 DC 21

By _____

Plumbers Local 690

By _____

Road Sprinkler Fitters Local 669

By _____

Roofers & Waterproofers Local 30

By _____

Sheet Metal Workers Local 19

By _____

Steamfitters Local 420

By _____

Teamsters Local 773

By _____

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