

**UPPER MORELAND TOWNSHIP**  
**Special Meeting Agenda**  
**August 10, 2020 at 7:00 p.m.**

*AGENDA ITEMS ARE SUBJECT TO CHANGE*

**INSTRUCTIONS TO JOIN:**

**Go to Zoom.us.** Click “Join a Meeting”      Webinar ID: 975 3201 0616      Password: 349167

**Join by Phone:** Dial 1-929-205-6099      Webinar ID: 975 3201 0616      Password: 349167

**SUBMIT COMMENTS/QUESTIONS:**

E-mail in advance or during the meeting to: [comments@uppermoreland.org](mailto:comments@uppermoreland.org)

Call in advance during normal business hours to 215-659-3100 x1058 or x1057

*\*\*Residents requiring special accommodations, please call the Township during normal business hours\*\**

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- I.      Moment of Silent Meditation**
- II.     Pledge of Allegiance**
- III.    Call to Order**
- IV.    Roll Call**
- V.     Motion to Approve** extending Upper Moreland Township’s Disaster Emergency Declaration to continue implementing emergency management measures to mitigate the spread of a significant COVID-19 event which would seriously affect the health, safety and welfare of a substantial number of Township citizens and employees or preclude the operation or use of public facilities and services (attachment).
- VI.    Motion to Approve** changes to the Department of Fire and Emergency Services Summary of Benefits (attachment).
- VII.   Adjournment**

**NOTICE OF SPECIAL MEETING  
UPPER MORELAND TOWNSHIP**

NOTICE IS HEREBY GIVEN THAT THE UPPER MORELAND TOWNSHIP BOARD OF COMMISSIONERS WILL HOLD A SPECIAL MEETING ON **AUGUST 10, 2020 AT 7:00 P.M.** AT THE TOWNSHIP BUILDING LOCATED AT 117 PARK AVENUE, WILLOW GROVE, PA 19090, TO PASS AN EXTENSION OF THE MARCH 7, 2020 DISASTER EMERGENCY DECLARATION OF THE TOWNSHIP AS A RESULT OF THE CONTINUING COVID-19 PUBLIC HEALTH CRISIS; AND ANY OTHER BUSINESS THE BOARD OF COMMISSIONERS MAY DEEM APPROPRIATE.

PERSONS WITH A DISABILITY WHO WISH TO ATTEND THE MEETING AND REQUIRE AN AUXILIARY AID, SERVICE OR OTHER ACCOMMODATION TO PARTICIPATE IN THE MEETING, SHOULD CONTACT TOWNSHIP MANAGER, MATTHEW H. CANDLAND AT (215) 659-3100.

**Matthew H. Candland**  
**Upper Moreland Township**  
**Manager**

1t Aug 7

7355856

**Run Date: 8/7/20**  
**Publication: Intelligencer**

**UPPER MORELAND TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**DISASTER EMERGENCY DECLARATION**

**WHEREAS**, COVID-19 has been declared by the World Health Organization and the Centers for Disease Control and Prevention a “public health emergency of international concern”; and

**WHEREAS**, both the Commonwealth of Pennsylvania and Montgomery County have declared a state of emergency due to the identification of COVID-19 infected citizens; and

**WHEREAS**, the Upper Moreland Township Board of Commissioners issued a Disaster Emergency Declaration on March 7, 2020 to protect Township citizens and employees; and

**WHEREAS**, despite sustained efforts COVID-19 remains an imminent threat, and the Upper Moreland Township Board of Commissioners finds it necessary to extend its Disaster Emergency Declaration to continue implementing emergency management measures to mitigate the spread of a significant COVID-19 event which would seriously affect the health, safety and welfare of a substantial number of Township citizens and employees or preclude the operation or use of public facilities and services.

**NOW, THEREFORE**, as the President of the Upper Moreland Township Board of Commissioners, and on behalf of the Board, and pursuant to the provisions of Section 7501 (b) of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S.A 7101 *et seq.*, I hereby extend the March 7, 2020 Declaration of the existence of a public health local disaster emergency in Upper Moreland Township, Montgomery County, Pennsylvania for a period of **NINETY (90) DAYS** from the date of this Declaration.

**BE IT FURTHER DECLARED**, that Township Departments may, in conjunction with the Township Emergency Management Coordinator, suspend such regulatory requirements deemed necessary to respond to this disaster emergency and to conduct Township business.

**BE IT FURTHER DECLARED**, the Upper Moreland Emergency Management Coordinator is directed to coordinate the activities of the emergency response in coordination with the Montgomery County emergency management officials and to take any other emergency response action deemed necessary to respond to this public health local disaster emergency.

Dated: August 10, 2020

\_\_\_\_\_  
Kevin C. Spearing, President  
Upper Moreland Township Board of  
Commissioners

Board Approval: \_\_\_\_\_

Twp Manager Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWNSHIP OF UPPER MORELAND**

**DEPARTMENT OF FIRE AND EMERGENCY SERVICES  
SUMMARY OF BENEFITS**

The Summary of Benefits for the Department of Fire and Emergency Services reflected below applies to full-time Fireman/EMT and the full-time Captain positions hereinafter referred to as "Employee" employed by Upper Moreland Township. The Summary of Benefits for the Department of Fire and Emergency Services do not apply to volunteer or part-time fire personnel.

The term "Supervisor" referenced below shall be defined as the Director of Emergency Services. In the event the Director of Emergency Services position is vacant the responsibility shall fall to the Captain or the Township designee. In all cases, the Supervisor shall report to the Township Manager.

1. **RESIDENCY REQUIREMENT:** All Fire and Emergency Service employees, by their first Anniversary date, must reside in Pennsylvania and within either a twenty (20) mile radius north of Willow Grove Turnpike Interchange or within a twelve (12) mile radius south of such Interchange. (revised 10/11/1990)
2. **PROFESSIONAL DEVELOPMENT:**
  - a). Education Incentive Pay - Employees, hired prior to August 10, 2020 who qualifies under the following standards shall receive the prescribed percentage of Base Annual Salary in the first pay of December, and in each year thereafter during the term of his or her employment. Credits for this benefit must be obtained from an accredited school prior to July 1 to be credited to that calendar year.

<u>Educational Credits or Degree</u>	<u>Base Annual Salary</u>
27 -Related College Credits	One (1%) per centum
Associate's Degree	Two (2%) per centum
Bachelor's Degree	Four (4%) per centum
Master's Degree	Five (5%) per centum

In order to qualify for the herein stated education incentive pay at the master's Degree level, the employee must behold responsibilities, which involve administration and/or supervision.

b). Training Time - Up to forty (40) hours of in-service training time in each calendar year shall be required for all employees. The Township shall pay all reasonable expenses, including tuition, travel expenses outside the Township, meals, lodging, books, fees and necessary supplies, incurred by employees, at the direction of the Supervisor, schools, conferences, in-service training and other professional meetings. All expense payments shall conform to the Township Expense Reimbursement Schedule in effect at the time. Attendance at such training schools, conferences etc, shall be administered by the Supervisor according to the best interests of the Department, in such a manner that wherever possible, all employees shall have an equal opportunity to attend, subject to their qualifications for attendance. Employees shall complete the in-service training time during his/her regularly scheduled work hours, unless approved in writing by the Supervisor with approval of the Township Manager, to attend such training during off-duty hours. An employee who attends such training time during his or her off duty period shall be considered to be on duty for the period spent and shall be compensated as defined in Section 14; c, 2, below unless otherwise required under the Fair Labor Standards Act.

- c). Tuition Reimbursement - The Supervisor must give pre-course approval for tuition reimbursement.
  - 1). Effective 1/1/11 tuition reimbursement will be paid to a maximum of \$250 per credit hour for undergraduate courses and at \$300 per credit hour for graduate courses up to a maximum of (18) credits.

2). Employees will receive reimbursement for Reimbursement for pre-approved courses for tuition costs at an accredited school based on the following schedule of grades or their numerical equivalents:

"A" shall receive 100% reimbursement of maximum allowed

"B" shall receive 90% reimbursement of maximum allowed

"C" shall receive 80% reimbursement of maximum allowed

Any other grade - no reimbursement

3). The Township will only reimburse graduate level courses with prior approval from the Supervisor.

4). Any employee attending approved schools who does receive three (3) credits or more in a semester, having the course paid for by the Township, must stay in the employ of the Township for two (2) months for each credit received or shall repay to the Township, in the event of resignation, retirement or dismissal, the amount of any reimbursement. The amount of any potential repayment for tuition reimbursement shall be reduced on the basis of one (1) credit for each two (2) month period worked after receipt of reimbursement from the Township. Credits cannot be reduced on a concurrent basis. After the expiration of three (3) years from the date of any reimbursement from the Township, the right of the Township to seek any repayment for any outstanding credits shall lapse.

5). Any employee attending job-related courses will be permitted to take only three (3) courses per semester.

6). All employees intending to attend classes reimbursed by the Township are instructed to notify the Supervisor of the class schedule with as much advance notice as possible prior to the start of each semester.

### 3. WORK SCHEDULE:

a). The Township retains the right to schedule hours of work. Unless notified otherwise, employees will work a "work day shift" that will be comprised of a regularly scheduled tour of duty that consists of a continuous twelve (12) hour period of time, inclusive of a paid meal break of one half (½) hour. Employees will be deemed to be "on duty" during his/her meal break periods and must be available to respond, if needed.

b). The Supervisor will establish the "work day shift tour of duty" for each employee. The employee's "work week shift tour of duty" will be the regularly scheduled number of consecutive work days with a regularly scheduled fixed time to start and finish each "work day shift". In the event the Township determines to change an employee's "work week shift tour of duty", it will provide 30 days advance notice of the change, unless circumstances render the 30-day notice operationally impossible or impractical.

c). The work period shall be comprised of twenty-eight (28) consecutive calendar days during which time each Employee will have regularly scheduled work day and work week shifts, together with regularly scheduled off-duty hours designed so as to establish an annual average work week schedule of forty-eight (48) hours. Regardless of the establishment of a work period consisting of a twenty-eight (28) calendar day cycle, the Township will issue payroll checks to its Employees every second week (bi-weekly). In the event the Township determines to change the "work period," it will provide 30 days advance notice of the change, unless circumstances render the 30-day notice operationally impossible or impractical.

d). The Supervisor may temporarily modify the "work day" or the "work week" schedule of an employee. In the event the Township determines to temporarily modify the "work day," or "work week" it will provide 30 days advance notice of the change, unless circumstances render the 30-day notice operationally impossible or impractical.

e). The Township will pay those employees who are assigned to a twelve (12) hour work day shift "Overtime" for all time worked in excess of twelve (12) hours in any twenty-four hour period of time. "Overtime is calculated by multiplying the Base Hourly Wage Rate by one and one-half (1 ½) x number of hours worked in excess of twelve (12) hour shift.

**4. HOLIDAYS / PERSONAL DAYS:**

a). Paid Holidays: The following are the recognized paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve 1/2 day
Independence Day	Christmas Day
	New Year's Eve 1/2 day

Friday is recognized as the holiday for holidays that fall on Saturday. Monday is recognized as the holiday for holidays that fall on Sunday.

Floating Holidays: Effective January 1, 2006 the above list of (12) scheduled Holidays will be replaced with a balance holiday hours equal to (144) hours per calendar year. Holiday hours must be used as time off within the calendar year or the holiday hours will be forfeited. Holiday hours are intended to be used as time off and cannot be redeemed by the employee at the end of the calendar year. New Hires are only eligible for the holidays that occur from their date of hire through the end of the calendar year.

b). Personal Day: Effective July 8, 1991, employees receive two (2) personal leave days equal to twenty-four (24) hours annually. These days must be used as time off before the end of the calendar year or the days will be forfeited.

**5. VACATION TIME:**

a). Vacation: The right to paid vacation shall accrue in accordance with the following schedule based on length of service:

1). Date of employment up to four (4) years: vacation time will be earned at the rate of one day equal to the employee's normally scheduled work day for each month worked accumulated from the date of employment in that calendar year.

2). Beginning with the fifth (5<sup>th</sup>) year through the twenty-second (22<sup>nd</sup>) year of employment: vacation time will be earned at the rate of day for each month worked plus one additional day for each successive year of employment up to a maximum of thirty (30) days.

3). Vacation time must be taken during the calendar year in which it is earned or it will be forfeited, unless, because of pressure of business or other valid reasons, the Board of Commissioners grants permission to accumulate vacation time. In no event shall this accumulation exceed six (6) weeks.

4). Employees who terminate their employment after successfully completing their probationary period will receive payment at the applicable base hourly wage rate for any unused vacation time.

**6. SICK LEAVE:**

a). Unlimited sick leave pay shall be provided to an employee unable to work due to sickness or non-work related injury subject to the limitations set forth below:

b). Limitations on Sick-Leave:

1). Any Employee reporting off sick or injured due to a non work related injury may be subject to visitation at home during such illness or injury to verify such illness or injury.

2) ) The Township reserves the right to investigate any employee's absence and require medical documentation medical documentation for any absence. Patterned absence will be reviewed, and as circumstances warrant, employees will be required to submit medical documentation after each absence. Any employee who utilizes sick leave on a work day preceding or immediately following an off-duty

weekend, use of holiday, personal day or vacation day without medical documentation provided to the Township prior to the start of the off-duty weekend, holiday, personal day or vacation day, twice in a calendar year will be considered to have established a patterned absence. Any subsequent use of sick leave without medical documentation shall not be paid for and shall be subject to discipline up to and including discharge.

3). In addition, the Employee shall not be permitted to leave the house except to visit the doctor, or go to a drug store for medication, without notifying the Fire and Emergency Services Department prior to leaving. The Supervisor may grant permission under certain conditions to leave the house.

An Employee reporting off sick or injured shall be restricted to his or her home for 24 hours from the beginning of his or her last-missed shift, even if off-duty time occurs during the course of his or her illness. If illness occurs only during the work schedule, this employee will remain at home.

4). An Employee absent on sick-leave for more than three (3) consecutive workdays shall provide, upon return to duty, a note from the treating physician on the Township prescribed form, stating the nature of the illness or non-work related injury. An employee who utilizes sick leave for 30 or more consecutive work days shall not accrue leave benefits, which includes holidays, vacation leave, and personal days, during such leave period.

5). An Employee, who suffers any illness, condition or non-work injury, may be required to work limited duty during the recovery period when deemed by the Supervisor to be able to perform such duties after concurrence of a physician retained by the Upper Moreland Township.

6). Employees who are on sick-leave due to sickness or non-work injury, and who are eligible to receive Health and Accident Insurance benefits paid by the Township, must make application for same, and endorse the benefit checks over to the Township to the extent that such Fire and Emergency Services Employee is receiving sick-leave compensation from the Township so that the result is that the Employee receives his or her normal rate of compensation but not more than the regular rate.

7). Any insurance paid for exclusively by the Employee shall be excluded from the calculation of the Township's contribution.

## **7. WORKERS' COMPENSATION**

- (a) An Employee who suffers a work related injury shall be required to comply with the Workers' Compensation process for filing claim.
- (b) An Employee absent from work due to a work related injury may be required to work limited duty during the recovery period when deemed by the Township to be able to perform such duties after concurrence of a physician retained by Upper Moreland Township.
- (c) An Employee who are eligible to receive Workers' Compensation benefits will endorse the benefit checks over to the Township to the extent that such FT Firefighter is receiving his/her normal rate of compensation from the Township so that the result is that the FT Firefighter does not receive more compensation than he/she is entitled to.
- (d) Employees who must schedule appointments related to the Worker's Compensation injury so not to interrupt the operations of the department. Employees will be compensated for hours spent at appointments/treatment related to the work injury if the hours worked exceed the FLSA requirements for overtime compensation.

## **8. HEART AND LUNG:**

An employee claiming work-related illness or injury must fully comply with the Workers' Compensation application process. The attached Township Heart and Lung Policy and Procedures will be followed.

## **9. FUNERAL LEAVE:**

a). Up to three (3) days leave with pay is granted to an Employee when required because of a death in his or her immediate family. Immediate family shall include wife, husband, parents, grandparents, parents-in-law, children, brothers, sisters, legal guardians, stepchildren, step-siblings, children-in-law, siblings-in-law, spouse's grandparents, and step-parents. Up to (1) Day of without loss of pay in the event of the death of aunt or uncle.

b). Extension: Extended funeral leave with pay can be granted only for good cause with approval of the Supervisor.

#### **10. MILITARY LEAVE:**

The Township shall comply with all state and federal regulations, including the Uniformed Services Employment and Reemployment Rights Act and the Pennsylvania Military Leave of Absence Act.

#### **11. LEAVE OF ABSENCE WITHOUT COMPENSATION:**

The Township recognizes that certain extenuating circumstances may arise where a person may wish to take a temporary leave of absence from duty; it is the purpose of this Article to provide procedures applicable to certain forms of leave without compensation from duty as an Employee:

a). Leave of Absence at the Discretion of the Township: Purpose for which a Discretionary Leave of Absence can be granted:

1). Educational - Where the courses or degree to be obtained are job related and the employee will be attending an accredited college on a full-time basis.

2). Personal - Where the family situation is such that it would be in the best interest of the Employee's family that regular hours be worked.

3). Physical or Mental Condition - When an Employee has a temporary physical or mental condition, which is non-service connected, and is not connected with the use of alcohol or drugs.

b). Limits on Length of Discretionary Leave: No discretionary leave shall be granted for a period of time exceeding on (1) year, except that, upon application for extension and just cause shown that additional time is required to complete the purpose for which the original leave was granted for, six (6) additional months may be granted.

c). Application for Discretionary Leave: Any Employee having a satisfactory or higher evaluation for at least the last year prior to application, wishing to be granted a leave of absence, may apply for a leave of absence to the Supervisor, with a copy to the Township Manager, stating the reason for the request and the effective date of the requested leave. The application shall be submitted as far in advance as possible but not less than thirty (30) days in advance of the requested effective date.

d). Review and Approval or Denial of Leave: The Supervisor shall review all requests for a leave of absence without compensation and make a recommendation to the Township Manager as to acceptance or rejection of the said request. The Township Manager shall, after receiving a request for leave of absence, and a recommendation from the Supervisor, review such request as soon as possible, but not more than 15 working days of receipt, and reply in writing as to the acceptance or denial of such request, based on the before mentioned reasons for granting a leave of absence. The decision of the Township Manager shall be final, except that, upon denial, the applicant shall have the right to have his or her letter of application reviewed by the Board of Commissioners, upon submitting a letter requesting such a review to the Supervisor with a copy to the Township Manager, after receiving a denial. The review and decision of the Board of Commissioners shall be final and not subject to arbitration under the grievance procedures.

e). Reinstatement from a Leave of Absence: Application for reinstatement must be made in writing to the Supervisor not less than fifteen (15) working days from the end of the granted leave. Failure to apply for reinstatement in writing shall forfeit the right to return under the leave agreement.

f). Conditions of any Discretionary Leave of Absence:

1). Any and all equipment issued to the Employee by the department must be turned in within three (3) days after the effective date of the leave. Failure on the part of the Employee to return any and all issued equipment may forfeit the right to reinstatement and result in the cost of the items not returned being deducted from any moneys due the Employee.

2). During the period of Employee's leave, a Employee on leave must appear at any and all court hearings on any matter in which such Employee was involved prior to the leave of absence and otherwise fully cooperate with any matter involving official duties prior to the leave of absence.

3). During any period of leave, the Employee on leave remains subject to all applicable Rules and Regulations of the Department and may be, if the Employee on leave is involved in any conduct punishable under the Departmental Rules and Regulations of the Department or the Civil Service Provisions may be subject to discipline in accordance with such regulations, including forfeiture of the right to reinstatement.

4). Prior to being reinstated for any leave for in excess of six (6) months or any leave granted under subsection (a) (3) of this Section, the Employee on leave must pass the required examinations given under the Civil Service Rules in existence at that time, and conducted by the person so designated by the Civil Service Commission as its designated agent. The cost of such examination(s) must be paid by the Employee.

5). Reinstatement shall automatically carry with it a probation period of one (1) year from the date of reinstatement.

6). The Employee must accept the next opening in the Department that comes up after applying for reinstatement.

**12. FAMILY MEDICAL LEAVE ACT (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA), the Township shall comply with all state and federal regulations, and shall follow the Township's FMLA policy.

**13. SALARY SCHEDULE**

a). Employees hired prior to August 10, 2020, shall be compensated in accordance with the following salary schedule:

<b>2020- SALARY SCHEDULE</b>	
	<b>BASE HOURLY RATE</b>
<b>Step 1 (0-6 mos.)</b>	\$34.63
<b>Step 2 (7 - 12 mos.)</b>	\$36.35
<b>Step 3 (13 - 18 mos)</b>	\$38.12
<b>Step 4 (19 - 24 mos)</b>	\$39.84
<b>Step 5 (25 - 30 mos)</b>	\$41.59
<b>Step 6 (31 - 36 mos)</b>	\$43.31

Captain	\$48.07
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b). Employees hired after August 10, 2020, shall be compensated in accordance with the following schedule. Step Movement shall be subject to evaluation by the Supervisor and the employee's satisfactory completion of all performance standards and job duties.

2020-SALARYSCHEDULE	
	BASE HOURLY RATE
Step 1 (0-12 mos.)	\$26.50
Step 2 (12-24 mos.)	\$27.30
Step 3 (24-36 mos)	\$28.11
Step 4 (36-48 mos)	\$28.96
Step 5 (48-60 mos)	\$29.83
Captain	\$35.00

c) Special Duty Pay –

i). Field Training Officer and SCBA Officer receive special duty pay equal to \$300.00 annually.

#### 14. OVERTIME:

Overtime shall mean any overtime accrued by an Employee when called up to work during off-duty hours, when ordered to work over and beyond the normally scheduled hours or as required by the Fair Labor Standards Act.

a). Special Overtime shall mean any overtime scheduled by the Supervisor, , for those occasions when conditions and circumstances would warrant it.

b). Training Time – Overtime spent on required In-Service Training courses, when approved by the Supervisor, for attendance at such training during off-work hours.

c). Computing Overtime

1). Overtime will be computed on the basis of one and one-half (1 ½ ) times the Base Hourly Wage Rate of the Employee in effect when the overtime hours were earned.

2). Compensation for required training scheduled for off duty hours will be computed on the basis of straight time at the Employee's Base Hourly Wage Rate/Rate 2; unless otherwise required under the Fair Labor Standards Act

d). Overtime Hours in exchange for Payment or Compensatory Time – The employee may elect to receive payment for overtime hours using the applicable calculation reflected in section (c) above or the employee may elect to receive compensatory time for the overtime hours using the applicable calculation reflected in section (c) above.

1. The amount of annual accrual or use of compensatory time shall not exceed one hundred and fifty (150) hours in any calendar year;

2. Accrued compensatory time shall not be carried over from year to year and employees must be paid for all accrued compensatory time at the end of each calendar year. Any paid out compensatory time will be calculated at the regular rate of pay at the time of payment.
3. Compensatory time cannot be used by officers between November 1 and December 31 in each calendar year. Any unused compensatory time as of November 1 of each calendar year shall be paid to an officer in the last paycheck of the calendar year.
4. A request to use compensatory time must be made thirty (30) days in advance and approval is left to the Supervisor. Use will generally not be denied unless such a request, in the determination of the Township, unduly disrupts the operations of the Township. The factors that may cause an undue disruption to the operations include, but are not limited to, manpower/coverage issues and the incurrence of overtime.

## 15. HEALTH CARE COVERAGE AND INSURANCE:

The Township will provide and maintain at its expense a policy of medical hospitalization, major medical, prescription, and vision care (optical) insurance coverage, hereinafter generally and collectively referred to as "Health Care Coverage" for each employee, his or her spouse and dependent children, hereinafter referred to as "covered family members", subject to the existing Co-Pay provisions.

- a). The Township retains the right to change health insurance carriers provided the level of benefits is comparable to the existing coverage which is presently provided. The co-pays listed shall remain in effect, until notification of changes. The term "comparable" shall not be interpreted as "equivalent." Any reimbursement of health care copayments to employees shall be made within two (2) weeks of the date on which the Township receives proper documentation of the expense.
- b). The Township shall provide the employee and his/her eligible dependents with the option to elect coverage under the HMO Plan or the POS plan with contributions set forth below, subject to the right of change of insurers as set forth in subsection (a) above. The employee contributions towards medical shall be set up as a pre-tax deduction from the employee's pay.

### HMO Plan – Employee contribution is as follows:

- 2018– Employees shall contribute 3% of the HMO Premium Cost w/ \$40.00 Cap
- 2019 – Employees shall contribute 4% of the HMO Premium Cost w/ \$50.00 Cap
- 2020 – Employees shall contribute 5% of the HMO Premium Cost w/\$55.00 Cap

### POS Plan – Employee contribution is:

Employees electing the Point of Service Plan (POS) will be responsible for the percentage of the HMO Premium Cost listed above under HMO Plan Employee Contribution; as well as the difference in the premium cost between the HMO and POS plans based on the equivalent level of coverage (single or family).

The fees for doctor's visits will be \$20 for primary care doctors and \$20 for specialists. The retail drug copays will be \$15 for generic, \$20 for brand name and \$20 for non-formulary. For (90) day mail order prescriptions, the cost will be (1) times the cost for 30 day retail prescriptions. Employees covered by the CBA whose spouses are also a Township employee must participate in the same healthcare coverage. An employee and spouse may designate either party as the head of the household for purposes of health insurance coverage.

- c). Cost Savings Bonus. An Employee hired before August 10, 2020 shall be entitled to receive as an annual bonus an amount equal to fifty percent (50%) of the 2017 Premium Rate of Health Care Coverage and dental coverage under this Article of this Agreement, for each twelve (12) month period or portion thereof that such Employee is not covered, *i.e.*, exempt under the Township's plan; provided that such Employee furnishes proof of comparable health or dental coverage derived from a source other than the Township. Such bonus shall be paid during the first payroll period in January following the completion of the twelve (12) month period.. Employees

whose spouses are also eligible to receive Health Care Coverage by virtue of their employment with the Township shall not be eligible to receive this cost savings bonus.

Employees hired after August 10, 2020 waiving Healthcare Coverage shall be entitled to receive an annual bonus equal to \$1,500 for each (12) month period or portion thereof that the employee is not covered. The annual bonus amount shall be prorated for waiver of coverage for a portion of calendar year. Payment shall be made in January based on the waiver of coverage for the prior calendar year.

Employees hired after August 10, 2020 waiving Dental Coverage shall be entitled to receive an annual bonus equal to \$200 for each (12) month period or portion thereof that the employee is not covered. The annual bonus amount shall be prorated for waiver of coverage for a portion of calendar year. Payment shall be made in January based on the waiver of coverage for the prior calendar year.

**16. DENTAL COVERAGE:**

a). The Township will pay 100% of the cost for single dental coverage for the Employee.

b). Coverage for the Employee's dependents shall be eligible to become members of the dental plan provided to the Employees. The premium cost for the dependent coverage shall be paid by the Employee through payroll deduction.

c). The Township may select the Dental Coverage insurance carrier, provided that the covered benefits under the Plan are comparable to the benefits provided at the time of the change.

**17. RETIREMENT HEALTH CARE COVERAGE:**

a). Normal Retirement. an Employee hired prior to August 10, 2020 with twenty-five (25) or more years of service may elect at the time of retirement for himself or herself and for a spouse and dependent children to remain covered by the Township's Healthcare Plan for a period of (12) years from the date of retirement or until he/she attains the age of sixty-five (65) or becomes eligible for Medicare. Provided that the Employee or his/her spouse or dependent children are not eligible to receive Health Care coverage available at the retired employee's place of employment, the spouse's place of employment and/or the dependent's place of employment, without premium cost. The retired Employee will be responsible for 25% of the premium cost of Township Healthcare coverage; as well as being responsible for paying any and all Cadillac Tax. The Township will pay 75% of the premium cost of Healthcare. At the expiration of the applicable time period, the retired Employee is responsible for 100% of the premium cost of healthcare coverage, any and all Cadillac tax, plus a (2%) administrative fee if he/she elects to remain covered by the Township's Healthcare Plan. The Healthcare Coverage provided under this section shall be the same as that which is offered to active employees.

Service Related Disability. A disabled Employee receiving an Honorable Discharge as the result of a service related disability shall remain eligible for himself or herself, and for his or her spouse and dependent children, to remain in the Township's Health Care Coverage Plan:

(i) For a period of twelve (12) years from the date of discharge in the event that the disabled Employee is disabled from serving as a Firefighter / EMT, but is not disabled from performing any substantial gainful employment or occupation; or

(ii) For a period of fifteen (15) years from the date of discharge in the event that the disabled Employee is disabled from performing any substantial gainful employment or occupation.

Provided, that, in either case, such disabled Employee shall reimburse the Township for twenty-five percent (25%) of the cost of such Health Care Coverage; and further provided that such disabled Employee or his or her spouse or dependent children are not eligible to receive comparable Health Care Coverage from another source, without premium cost. The Employee is responsible for paying any and all Cadillac Tax. At the expiration of the applicable time period, such disabled Employee may elect for himself or herself and for his or her spouse and dependent children to remain covered by the Township's Healthcare Plan provided that the disabled Employee shall reimburse the Township for the cost of such Health Care Coverage, any and all Cadillac Tax, plus two percent (2%)

charge for administration. The Health Care Coverage provided under this Section shall be the same as that which is offered to active employees.

(c). Surviving Spouse or Dependents of Employee Sustaining a Service Related Death. The surviving spouse and/or dependent children of an Employee sustaining a service related death shall be eligible to remain in the Township's Health Care Coverage Plan, as follows:

(i) As to the surviving spouse – Until such time that he or she shall attain the age of sixty-five (65) years of age or shall become eligible to receive comparable health care coverage without premium cost from another source, whichever event first occurs; and

(ii) As to dependent children – Until such time as the dependent child would cease to be considered a dependent child under the terms of the Health Care Coverage Plan in effect at that time or shall become eligible to receive comparable health care coverage from another source without premium cost, whichever occurs first.

The premium cost of such Health Care Coverage under this Section shall be paid by the Township.

**18. LIFE INSURANCE:**

a). The Township will maintain and provide at its expense a group life insurance plan benefit where each Employee will be insured in the face amount of Eighty Thousand and No/100 (\$80,000.00) Dollars in the event of his or her death.

**19. LONG-TERM DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:**

a). An employee who sustains a non-work related disability shall be eligible to receive long-term disability benefits under the terms of the long-term disability insurance policy (LTD policy). The employee's eligibility for the LTD benefit is subject to the terms and provisions of the LTD Policy, including any exclusions, limitations and deductible income. Nothing in this section shall limit the Township's statutory right to discharge a disabled employee for misconduct. Further, nothing in this section shall limit the Township's statutory authority to honorably discharge an employee who is physically or mentally disabled.

b). The Township will maintain and provide at its expense an AD&D insurance plan. Details of the plan can be obtained from the HR Department.

**20. LONGEVITY:**

a). Longevity payments shall be paid at the following rates in the first pay period after the anniversary Date for each employee hired prior to August 10, 2020

<u>Years of Credited Service</u>	<u>Longevity Pay/ Annual Payment</u>
5-9 years	\$1000.00
10-14 years	\$1500.00
15-19 years	\$1700.00
20 or more years	\$1900.00

**21. RETIREMENT PLAN:**

a). Pension Plan: A defined benefit plan is offered through the Pennsylvania Municipal Retirement System (PMRS). Employees will be required to contribute 3.5% of their earnings. Details regarding the Pension plan are detailed in the Paid Fire PMRS Pension plan document.

b). Deferred Compensation Plan: Employees will have the option to participate in a deferred compensation plan provided by the Township.

**22. CLOTHING AND PERSONAL EQUIPMENT:**

a). The Township will supply clothing, both summer and winter uniforms and leather goods as required

to be worn as part of the uniform.

b). Any order for a new clothing item must be submitted to the Supervisor and must be accompanied by the worn-out item.

c). Effective January 1, 2011, each Employee shall be eligible for an annual reimbursement of up to Three Hundred (\$300.00) Dollars for black work shoes to be worn as part of the regular uniform and other items that are considered to be useful equipment for the Employees by the Supervisor.

**23. MEDICAL EXAMINATIONS:**

Annual medical examinations will be required of all Employees at the expense of the Township, at a medical facility designated by the Township.

**24. DRUG TESTING (See attached Policy for Drug Testing – FT Firefighters)**

FT Firefighters will be subject to drug testing at the expense of the Township at a medical facility designated by the Township for the following circumstances:

1. Pre-Employment
2. Random
3. Immediately following a reportable crash in which the FT Firefighter was the driver of a Emergency Services vehicle
4. Reasonable suspicion

The presence of illegal narcotics or prescription drugs not prescribed to the tested individual will result in notification to the employee. The employee will then have 24 hours to provide an explanation for the test results or a voluntary resignation. Any employee who tests positive and fails to provide a justification approved by the Township Manager or a voluntary resignation within 24 hours will be suspended with intent to terminate.

**25. Probationary Period**

All new employees shall serve a probationary period for the first year of their employment. During the probationary period, an employee may be dismissed only for a cause specified in the Civil Service Provisions of the First Class Township Code or because of incapacity for duty due to the use of alcohol or drugs. If at the close of the probationary period the conduct or fitness of the employee has not been satisfactory to the Township, the employee shall be notified in writing that he/she will not receive a permanent appointment, and the appointment shall cease.

**26. Outside Employment**

Employees shall have the right to work outside, part-time jobs in addition to their employment with Upper Moreland Township, provided such outside employment does not interfere with the employee's ability to perform his regular duties/working hours as an employee of Upper Moreland Township, with the approval of the Supervisor and Township Manager. Said approval will not be unreasonably withheld.